



Service of Love

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ROWINA HEALTHCARE HAND BOOK

AGENCY WORKERS

STAFF HANDBOOK (v4.1)

WELCOME...

Welcome to Rowina Healthcare and the Agency Worker Staff Handbook. We are very glad you have chosen to work with Rowina Healthcare. We are acutely aware that you have a choice of where you can work. We aim to make your experience of working with Watch Healthcare 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. It includes a number of guidelines and standards required under the Framework Agreements issued by our clients and the NHS. It is important that you fully understand everything covered in it. If there are any points which you do not fully understand or if you have any feedback on how we can improve the handbook for the next edition, please direct these to us at the address below.

Whilst this handbook outlines Rowina Healthcare's own policies and standards, these do not supersede the national guidelines of the NMC, GMC, etc. and any other professional membership bodies.

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

As a member of Rowina Healthcare, we hope you enjoy your time with us, whether for a short time or for the rest of your career!

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1. INTRODUCTION

Rowina Healthcare is an agency that specialises in the provision of healthcare assistants, support workers and registered nurses both temporary placement for healthcare service providers. Rowina Healthcare has a reputation for ensuring an exceptionally fast, high-quality service at very short notice, when and where other agencies fail.

Our recruitment procedures seem extensive, but reflect the fact that we work within the UK healthcare arena. 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 - we can assure you that your registration is important to us.

Once you have completed our processes you will have the opportunity to pick and choose the best assignments available and it also means you will only need to update your professional portfolio of training, immunisation, references, etc. just once a year with us – and you will automatically become compliant to work.

2. COMPLIANCE

The process of reaching and maintaining compliance with government legislation and client requirements are managed for you by a Rowina Healthcare Compliance Officer.

Once your recruitment file, including qualifications, references, health & training 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. Please contact your consultant or our Compliance Division if you require any assistance.

3. 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.
- Any other information, e.g. details of Health & Safety information etc.

4. PAYMENT PROCESS

Once you have submitted a fully **completed and authorised** timesheet, payment is made directly into your bank. If we receive your timesheets by 10AM on a Monday, your pay slip will be sent to you via email and payment will be made on the Friday. Your wages will be paid in weekly arrears on a Friday by direct credit transfer to your designated bank account.

5. OBLIGATIONS

- 1) As an Agency 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) must be professional at all times;
 - b) must follow all reasonable requests, instructions, policies, procedures and rules of the Client (including any 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 a 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, harassment/bullying or be otherwise uncivil to persons encountered in the course of work;
 - y) shall not at any time be, or appear to be, on duty under the influence of alcohol or drugs;
 - z) shall not at any time be, or appear to be, in possession of firearms or other offensive weapons; aa) shall report any injury or accident sustained and/or witnessed whilst on the Client's premises; bb) shall on being charged or cautioned with any criminal offence, notify T F S immediately; cc) shall not misuse or abuse the Client's property;
 - dd) 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;

- ee) shall not smoke while on the Client's premises except in those areas where smoking is expressly permitted; and
 - ff) 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 Rowina Healthcare has reasonably requested such information, it is acknowledged that Watch Healthcare 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 Rowina Healthcare if you are under investigation by your professional body (including, but not limited to, investigations by the NMC, GMC etc.) or if you are suspended from your 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, Watch Healthcare 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 Rowina Healthcare if you have been (or are) subject to any kind of investigation or prosecution by the police after the Enhanced criminal record check was undertaken by Rowina Healthcare.

6. 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, Rowina Healthcare will be required to provide an alternative Agency 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, covid positive or any other condition that makes you unfit to work or inform Rowina healthcare to perform a risk assessment.

You should inform the Client, and Rowina Healthcare, if you become injured or diagnosed with any medical condition.

You MUST 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.

7. ENHANCED DISCLOSURES

The nature of the work undertaken by Rowina Healthcare Agency Workers will be on Zero contract hours though sometimes you may 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, which include checks of the Children's and Adult's Barred Lists, as part of the recruitment process.

Rowina Healthcare processes all new criminal record checks at a charge as per DBS charge to candidates (a receipt from DBS will be sent to you). This ensures that

your initial check is processed extremely promptly, usually within two weeks. All workers must register their DBS on the update service at a yearly cost of £13 via: <https://www.gov.uk/dbs-update-service>, once they have received.

Failure to do it within 28 days of receiving your DBS via post will result in £60 charged to the worker in order to carry out a new Enhanced DBS check the following year, as all DBS' is only valid for a year unless registered on the update service.

8. IDENTIFICATION

You will be required to produce proof of identification in the form of your passport or UK photo card driving licence, before starting any assignments. In addition, you may be requested to produce a copy of your NMC Annual Registration (for nurses) and Enhanced Disclosure & Barring Service form.

You are also required to wear (download card profile on your phone) your Rowina Healthcare ID badge, which will be issued to you once you have cleared the compliance process. Should you not receive an updated ID badge or lose your current badge, you can request a new badge by contacting your consultant or our Compliance Division. Failure to comply with any of these requirements could result in you being refused permission to work by the Client. Issued ID badges have an expiry date and must be renewed annually. ID badges must also be returned to us on termination of your employment with Rowina Healthcare.

9. PERSONAL APPEARANCE

To best meet the needs of our clients, please ensure that you follow the guideline below:

Uniform – You are required to report for work neatly and appropriately dressed. 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 the agencies. You should not wear flashy or excessive jewellery in such a way that it is visible while at work. You should not wear any items of clothing (such as loose jackets, necklaces, caps or high-heeled shoes) that may be a potential safety hazard or that may prevent you from doing your job properly at all times.

Rowina Healthcare will endeavour to assist you to obtain the appropriate uniform as required. In instances where you are supplied a uniform by Rowina Healthcare, one uniform is free and you will be charged £22.00 for an extra uniform. Black trousers (dark blue) light blue tunic or blue polo shirt (T shirt) and black shoes should be worn with the uniform.

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 hand and effective hand washing is difficult to achieve if watches and rings are not removed. We advise that wedding rings and small plain earrings (studs) should only be worn. Fob watches should be worn in preference to wrist watches.

10. BOOKING SHIFTS, TIME KEEPING & CANCELLATION

As an agency that provides a quality last minute shift requirement service, we need to ensure that we always present professionally and efficiently. Clients rely on our company to source quality staff to fill shortfalls in their staffing needs due to sickness, annual leave and rota shortages. When we fill a shift we need to ensure this is upheld and doesn't leave our Client short staffed and patients at risk, always inform Rowina on call if you are sick or late to work.

Booking Shifts: Please book your shifts by emailing infor@rowinahs.co.uk (other clients are on whatsapp group where you will be included which is closely monitored by oncall staff). Regular and effective

contact is vital so we can find you the work you want. Let us know your availability and key requirements Rowina Healthcare or the client might request to add you in a WhatsApp group with other workers for shifts. All information shared or discussed on groups is strictly confidential and cannot be screenshotted or shared to third parties. However, if a client books you directly from their WhatsApp group please inform us via email immediately.

Time Keeping: Please make every effort to ensure you arrive at and leave all bookings at the agreed time, confirmed in your booking letter/email. We recommend you always arrive for work at least fifteen minutes before the shift is due to start. This will allow you to find your ward, store your belongings, change into your tunic, and introduce yourself to the Nurse in Charge or Manager.

It is not acceptable if you fail to inform us of your delayed arrival due to: no mobile phone credit, no number for Rowina Healthcare. This will look unprofessional and may affect future work allocation from that Client. Please make sure your mobile phone credit is topped up and you have Rowina Healthcare's main contact number saved: +44 7767973770/07414216658. Alternatively, you can contact the care home or client immediately to make them aware that you will be late. Please ask us for the client's contact if you are not sure.

Cancelations: If, for any reason, you are unable to make it to a booking you should contact us, and if possible, your line manager, as soon as possible. We provide 24-hour service 365 days a year. You may use this service if you have an urgent concern, difficulty or emergency that needs immediate attention. Too many cancelations over a short period of time might result in disciplinary action or less privilege for work.

11. 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 Rowina Healthcare Agency Worker. This applies equally to temporary or permanent posts, full or part-time hours. You are required by your Terms of Engagement for Agency Workers to notify your consultant if you wish to take up any post with a client of Rowina Healthcare for whom you have worked previously, even if you have terminated your registration with Rowina Healthcare.

12. 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.
- 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.

13. CODE OF CONDUCT

Purpose of the code of conduct:

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

What you must do:

Discrimination: Agency 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: Agency Workers are ambassadors of Rowina Healthcare and must not say or do anything that may harm our reputation.

Own duties: Agency 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: Agency 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 Rowina Healthcare, 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 well-being. If you are concerned about anything at work please inform the on-call who will liaise with the issue appropriately, that's if you fail to whistle blow to the line manager while at work.

Dignity: Agency Workers must not do or say anything that may put the dignity or health of their service users at risk.

Professionalism: Agency Workers must at all times remain professional whilst on assignment. Agency Workers must takespecific care to keep the professional nature of the relationships intact in the working environment.

Keep updated: Agency Workers must at all times keep up to date with policies and procedures and changes to legislation that may affect them.

Respect: Agency 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: Agency Workers must always, whenever applicable, keep to the requirements of a care service plan and/or any other agreed role requirement.

Best interests: Agency Workers must always act with the best interests of the service user in mind.

Notifications: Agency Workers should always in the first instance notify the manager of the Institution where they are working, of any concerns, followed by phoning or emailing Rowina healthcare. If you are not comfortable informing your line manager (concerned about line manager) call Rowina on-call.

Own decisions: Agency 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 (follow their care plan).

Complaints: Rowina Healthcare 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.

14. CONFIDENTIALITY

All Agency 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 Rowina Healthcare. Any concerns you may have regarding confidentiality should be discussed with a Rowina Healthcare admin staff.

15. DATA PROTECTION/ACCESS TO RECORDS

Rowina Healthcare is a "data controller" for the purposes of the Data Protection Act 1998. This is because Rowina Healthcare holds and uses both "personal data" and "sensitive personal data" about its employees, clients, Agency Workers and other individuals. Rowina Healthcare processes data, including your records and Client/patient records. The information contained in your Agency Worker records is taken from your registration form, as well as criminal record check disclosure, references and Terms and Conditions for Agency Workers. There may be occasions when your records are disclosed to Regulators and Inspectors (e.g. NMC, CQC, or NHS England).

Rowina Healthcare 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 not for marketing unless with additional consent. We may need to share some of 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 Rowina Healthcare 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 Rowina Healthcare'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 (if we paid for training certificate) 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.

Rowina Healthcare is not obliged to provide information to you in all circumstances. A number of exemptions apply and Rowina Healthcare 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, Rowina Healthcare 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 the Director for action and they will normally respond within 7 days.

Upon receipt of such data, you should check its accuracy and inform the Director of any amendments required. It is in the interests of everyone that all information is accurate and up-to-date. Your cooperation and assistance are greatly appreciated.

It is assumed that you will only need to verify personal data on one or more basis, there will be no charge made for updating us your personal information.

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.

16. PATIENT RECORD KEEPING

Record keeping is a professional requirement of all Agency 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 Agency 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 Agency Workers records or on a register, or both.

All patient records should be kept confidential in line with the Date Protection Act 1998.

17. 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.

Agency 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 floppy disk, 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 Rowina Healthcare and if supplied, will be available to you on reasonable request.

18. 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 Rowina Healthcare and these are available 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.

19. 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-example in 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

20. EQUAL OPPORTUNITIES

Rowina Healthcare 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, Rowina Healthcare operates a policy of equal opportunity and equal access to service. Information may be requested from staff, Agency Workers, applicants or Clients, enabling Watch Healthcare 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.

Rowina Healthcare Agency Workers

Equality of opportunity extends to all aspects of Watch Healthcare 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 Agency Workers/potential Agency 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.

Agency 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. Agency Workers have the right to accept or refuse individual assignments but any indication that an Agency 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

Rowina Healthcare is committed to creating a working environment where every Agency worker is treated with dignity and respect and where each person's individuality and sense of self-worth within the workplace is maintained. All Agency 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 Rowina Healthcare or any of the institutions we service.

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

21. DEALING WITH ALLEGATIONS OF ABUSE

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

1. 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 in 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.

2. 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 procedure 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

3. Reporting suspicions or allegations of abuse

You should immediately report any suspicion or allegation of abuse to Rowina Healthcare.

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.

Soleus may:

- Provide appropriate support for the child/young person/vulnerable adult
- Report the suspicion or allegation to the relevant agencies who 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

4. Follow up Procedures

Rowina Healthcare 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.

5. Data Protection

Under the Data Protection Act 1998, 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 1998.

22. GIFTS AND GRATUITIES

Agency worker 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. Rowina Healthcare 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 Rowina Healthcare 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 Rowina Healthcare consultant who will discuss the matter with your Client, their personal carer, or other advocate as appropriate, to explain Rowina Healthcare 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 the Rowina Healthcare.
- 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 Rowina Healthcare consultant 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 the Rowina Healthcare Register.

23. 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 Rowina Healthcare.

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.

The Rowina Healthcare's complaint procedures are in accordance with the HSC 2003/012 - Maintaining high professional standards in the modern NHS. This will enable the Client to make complaints quickly and Rowina Healthcare shall be required to investigate and resolve a complaint within the prescribed timeframes. The Client will, with due regard to the Data Protection Act 1998, provide Watch Healthcare with the necessary information in order for Watch Healthcare to thoroughly investigate the complaint.

Making a Complaint:

All internal and external complaints are to be referred to a Director. Complaints must be made in writing and directed to the Operations Director of Rowina Healthcare.

The complaints procedure is as follows:

1. Within five (5) working days of receipt of a complaint from the client or Agency Worker, Rowina Healthcare will acknowledge receipt of the complaint.
2. All reasonable endeavours will be made by Rowina Healthcare to ensure that all complaints are resolved within fifteen (15) days of the complaint being notified to Rowina Healthcare.
3. Rowina Healthcare shall ensure that in the event of the complaint being against an Agency Worker that the Agency Worker is fully informed of complaints relating to him. The Agency Worker shall be entitled to receive a copy of the complaint referred to in paragraph 1 of the Agency Handbook.
4. The Temporary Worker will be afforded the opportunity to state his/her version of events and will be given seven (7) days to respond to Rowina Healthcare in writing.
5. All responses will be shared with the complainant and if appropriate, Rowina Healthcare will take demonstrable action to ensure there is no recurrence of the act or omission complained of.

6. The client may at any time request Rowina Healthcare 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 the Employment Business, detailing how the complaint has been resolved.
8. Where there is evidence of malpractice or the complaint is an event that requires notification, Rowina Healthcare will immediately notify the all relevant bodies including the Agency Worker's professional body.
9. Rowina Healthcare where necessary will immediately exclude the Agency Worker from its register whilst an investigation is in progress.
10. Rowina Healthcare undertakes to work with all parties applicable to an investigation and where necessary share findings of such investigations.
11. A full written record of the nature of each complaint and details of the action taken as a result of the complaint, is kept on a database for easy access.
12. Rowina Healthcare has a quality assurance system in place to analyse and identify any patterns in complaints and trend analysis is conducted continuously.
13. The complainant, at any time, has the right to refer this matter for review to the REC.

Resolution

Where the Operations Director accepts the complaint and is of the view that it is appropriate to offer redress, that redress may be non-financial as well as, or instead of, financial. If the Operations Director considers a financial remedy is appropriate, compensation will be given to the complainant for any direct cost or damage caused by the Company's breach of the REC's Code of Professional Practice and other relevant codes of conduct, concepts of fairness and relevant industry best practice.

If the Operations Director cannot resolve the complaint, then you can escalate the complaint to the Managing Director. If you are still unsatisfied by the outcome, the complainant is to be referred to the REC and advised of the REC's complaints procedure:

The Director will await advice from the REC's Complaints Officer who will act in accordance with the REC's Complaints and Disciplinary Procedures.

24. THE AGENCY WORKER'S REGULATIONS (AWR)

These regulations, which came into force on the 1 October 2011, are designed to ensure that agency workers receive, usually after a qualifying period, treatment no less favourable than their full-time employed equivalents.

Detailed guidance on the regulations is available online (www.bis.gov.uk) and your consultant can help but in brief, your entitlements include:

- a) immediate access to facilities, etc. provided by the Client to equivalent employed workers at the Client, and,
- b) after a qualifying period of twelve weeks, equal basic working conditions. The working conditions referred to are principally pay and holiday pay.

For the purpose of entitlement to equal working conditions the definition of the twelve week "Qualifying Period" is important so when calculating whether any weeks completed with the Client count as continuous towards the Qualifying Period, where:

- a) the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;
- b) the break is:
 - (i) for any reason and not more than six Calendar Weeks;
 - (ii) wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;
 - (iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;
 - (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is: (Does not apply with zero contract, workers are free to take on extra time off if needed)
 - 1) ordinary, compulsory or additional maternity leave;
 - 2) ordinary or additional adoption leave;
 - 3) ordinary or additional paternity leave;
 - 4) time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or;
 - 5) for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;
 - (v) wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
 - (vi) wholly due to a temporary cessation in the Client's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Client;
 - (vii) wholly due to a strike, lock-out or other industrial action at the Client's establishment; or
 - (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii);
- c) the Agency Worker returns to work in the same role with the Client. Any weeks during which the Agency Worker worked for the Client before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Client

after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv) 1), 2), or 3), for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Client for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October 2011 does not count for the purposes of the definition of "Qualifying Period".

In the event that your pay is to be increased so as to comply with the regulation the new rate will be shown on your payslip.

Statutory Leave

As noted in the terms of engagement agency workers under PAYE are entitled to up to 5.6 weeks leave (or a proportion thereof pro-rata according to your levels of agency work). The terms of engagement also state the basis on which this leave is to be claimed by you and paid to you.

In the event of you meeting a qualified period there is a possibility that you might, depending on the Client concerned, be entitled to annual leave at a higher rate than the equivalent of 5.6 weeks per year.

If this is the case then any leave entitlement over and above the 5.6 weeks due to you will not be added to your leave entitlement but will be paid to you as it is earned and will be included in your standard hourly rate of pay.

In the event that additional holiday pay does become payable to you under the Agency Worker's Directive there may or may not be accompanying pay increase or pay decrease separate to the additional holiday pay. This will be explained to you on an assignment by assignment basis.

What if I am not treated as a PAYE worker for tax purposes?

As you are aware our preferred option is that all agency workers operate via our own PAYE system. If however you operate through a limited company or through an umbrella company we will pay your gross pay (without deduction of tax) to the nominated limited company or umbrella company. In so far as we are able this gross pay will be paid at the same gross rate as any PAYE equivalent agency worker (which will of course be set so as to comply with the Regulations). How this is then paid to you will be determined by the umbrella company/the limited company and as such represents something over which we have no control.

If you are self-employed then the Agency Worker Regulations do not apply to you.

What are my obligations under the Agency Worker Regulations?

In order to help us and any Client to provide you with comparable treatment then we will need to immediately know:

- a) if you work or have worked through any other agency at any Client where we place you. Your consultant will ask you at the time of making any booking but if we are to help you then you must please inform us of any bookings at any of our clients
- b) if you believe that you have not received the equal treatment to which you are entitled

- c) if you become pregnant or are otherwise entitled to maternity or paternity leave
- d) if you are returning to work after maternity leave, paternity leave, jury service or sick leave

What should I do if I believe I am not receiving my rights under the Agency Worker Regulations?

You must please immediately raise your concerns to us by contacting:

settlements@rowinahcs.co.uk

- a) Or the hiring client in the event of denied access to shared facilities,

25. REMOVAL FROM ROWINA HEALTHCARE REGISTER

Agency Workers may be removed from the Register in the following circumstances:

- Where an Agency Worker's conduct or standard of work has seriously fallen below the level required by Rowina Healthcare or Code of Professional Conduct.
- If it is believed that an Agency worker has acted in an unprofessional manner, Rowina Healthcare reserves the right to remove you from your assignment and not re-assign until the matter has been investigated and resolved.
- If an Agency worker has a reason to be put onto the "Rowina Healthcare Alert List".
- If Rowina Healthcare has been alerted by the NMC, GMC or other regulatory bodies with regard to practicing Agency 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 Agency 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 Rowina Healthcare.
- Breach of trust involving Watch Healthcare or the client.
- Disclosure of confidential information to a third party relating to either a client or Rowina Healthcare.
- Misconduct and/or gross misconduct - any behaviour which potentially puts any client, individual or vulnerable person at risk or puts Rowina Healthcare 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 Rowina Healthcare procedures or serious breach of Rowina Healthcare's rules ☐ Unsatisfactory work
- Damage, deliberate or otherwise, to or misuse of a Client's or Rowina Healthcare'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 an unspent criminal offence, caution or bind over which occurred before engagement with Watch Healthcare ☐ 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 Rowina Healthcare Agency Workers and this Handbook in full, to ensure you fully understand what we ask of you. Agency Workers cannot work if their health or physical ability impedes them from carrying out their duties effectively. Whilst Agency Workers will not be required to relinquish registration at the normal retirement age of 65, they must, like any other Agency 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.

26. HEALTH & SAFETY

Health & Safety law applies equally to employers and employees all Rowina Healthcare Agency 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.

Rowina Healthcare 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 willful 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.
- 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.

27. IDENTIFYING AND REPORTING HAZARDS

Although within establishments, a Risk Assessment will have been carried out by a designated competent person, all Agency 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 Agency 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 consultant 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.

28. ACCIDENT REPORTING

Agency 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 consultant (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 needlestick (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 your consultant.
- 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.

29. RIDDOR

Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR). Dangerous occurrences and serious, lost time injuries (over 3 days) must be reported to the Health and Safety Executive/Environmental Health Officer immediately and followed up by a Form 2508 within 10 days in line with RIDDOR. Failure to do so can result in a £5000 fine. Records must be kept. 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.

30. 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 Agency 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 Watch Healthcare is kept in the office and is available for inspection by any interested party upon any reasonable request.

Rowina Healthcare 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.

31. OCCUPATIONAL HEALTH REQUIREMENTS

Rowina Healthcare is required to ensure that all our Agency Workers undergo comprehensive occupational health screening and have a current health clearance/immunisations and test results in accordance with the latest Department of Health guidelines, before we can send you out on any assignment. We are required to update these health assessments on an annual basis, unless you have spent a period of 3 months or more outside of the United Kingdom, in which case we will need to update the health assessment before deploying you. Rowina Healthcare and our Occupational Health Advisor will support you in achieving this.

This process is very straight forward and is described below:

- A Medical Questionnaire (inside our Registration Form), together with your immunisations and test results is forwarded to Rowina Healthcare, and we then forward this information to our Occupational Health Service provider.

- This Occupational Health Service provider will evaluate your file, and if satisfied with the contents, will issue to Rowina Healthcare a “Certificate of Fitness to Work” valid for 1 year.
- If they are not satisfied with the contents, they will ask us to request from you additional proof of immunisations, and once they are happy with this they will issue a certificate.
- One month before your “Certificate of Fitness to Work” is due to expire; we will email to you to renew your Fitness to Work eligibility for another year. This annual stage is expected to be routine.

The immunisation and test results required for Occupational Health Clearance are: Varicella Tests showing a positive result (immunity). Negative or Equivocal results require re-vaccination and re-testing. Written confirmation of having had chicken pox or shingles is also acceptable. Self-certification is acceptable.

Tuberculosis

Occupational Health or GP certificate of a positive scar or a positive skin test result.

Rubella

Certificate of vaccination, or a blood test result showing a positive result (immunity) or *TWO* doses of MMR.

= or > 15 UI/ml	: Immune
10 – 14 UI/ml	: Low Level Immunity
< 10 UI/ml	: Non-Immune

Measles

Evidence of TWO doses of MMR, or a positive result (immunity) for measles & rubella. Negative or equivocal requires re-vaccination and re-testing.

Hepatitis B

A recent pathology report showing titre levels of > 100lu/l. If the result is <100lu/l then a Hepatitis B Booster is required.

The following three are ONLY required if you need an Exposure Prone Procedure (EPP) Certificate:-

Hepatitis B Surface Antigen

Evidence of a negative result

Hepatitis C

Proof of non-infectivity (negative) with a recent UK pathology report.

HIV

Evidence showing antibody negative.

Agency Workers should be aware of and abide by the requirements of HSC 1998/ 226 “Guidance on the Management of AIDS/ HIV Infected Health Care Workers and Patient Notification”

- If you believe you may have been exposed to HIV infection in any way you should seek medical advice from your GP or Occupational Health Department and, where appropriate, undergo diagnostic HIV antibody testing.

- If you are found to be infected, you must again seek guidance from your GP or Occupational Health Department.
- If you are found to be HIV positive and perform or assist with invasive surgical procedures you must stop this immediately and seek advice from your GP or Occupational Health Department regarding what action, if any, should be taken.
- Please be aware that it is the obligation of all health workers to notify their employer and, where appropriate, the relevant professional regulatory body, if they are aware of HIV positive individuals who have not heeded advice to modify their working practice.

Please note the above guidance does not supersede current Department of Health Guidelines (in particular HSC 1998/226) or local practices and procedures.

32. TRAINING & DEVELOPMENT

Appraisals

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

- In the case of Nurses, the appraisal must be carried out by a senior practitioner of the same discipline. ('Appraiser').
- The Appraiser is required to supply documentary evidence to demonstrate that he has been appropriately trained in the conduct of appraisals, and has been regularly re-trained as appropriate.
- We are required to consider when assessing your clinical practice, the results of any quality assessment questionnaires completed by our clients and the results of any reviews by Watch Healthcare of your clinical practices.
- In addition to the above Watch Healthcare 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.

Mandatory and Optional Training

Rowina Healthcare will endeavour to assist you to obtain training where required. Training is offered by our inhouse training department and various independent third-party suppliers at venues throughout the UK and via online courses.

You are also under no obligation to update your training through any of the providers that Rowina Healthcare is affiliated with and you may provide evidence of training undertaken at your place of work or any other training establishment but in these instances, the training that you have undertaken will be verified to ensure it falls in line with the standard that is required by our clients.

Training must have been completed during the past 12 months (unless otherwise specified) and thereafter you are required to re-new all training on an annual basis.

We regularly facilitate and provide subsidised courses, please contact us for details.

In instances where Rowina Healthcare has booked and paid for any training course that is subsequently not attended by you for whatever reason, Watch Healthcare is within its right to recover the associated cost from you.

Mandatory training required by the Department of Health for ALL health workers:

- Basic/Immediate or Advanced Life Support – Adult or Pediatric as appropriate. Must be compliant with the Resuscitation Council of the UK guidelines. Advanced Life Support is valid for 4 years. For details on available courses throughout the UK, please go to the Resuscitation Council UK web site at this link. www.resus.org.uk
- Manual Handling
- Infection Prevention & Control
- Health & Safety, including COSHH & RIDDOR
- Fire Safety
- Food Hygiene
- Dealing with challenging behaviour
- Equality & Diversity
- Safeguarding Children
- Safeguarding Adults

33. COMPLETING AN ASSIGNMENT

At the end of every assignment Rowina Healthcare provide 2 sets of Evaluations of Service (EOS) to both Agency Worker and Client. Clients are asked to supply feedback on the service they have received from Rowina Healthcare and also to provide a reference on the Agency Worker.

Agency Workers are asked to give feedback on the service they have received from Rowina Healthcare and also feedback on the assignment. This information can then be used to advise future Agency Workers. Both positive and negative feedback is actively encouraged so Rowina Healthcare can act upon it to improve its quality of service.

34. TIMESHEETS

Timesheets run from Monday to Sunday on a weekly basis. Please submit your timesheets to us Monday 10:00AM each week in order to be paid on the 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.

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.
- You have signed the timesheet emailed to settlements@rowinahcs.co.uk
- You are always advised to retain a copy for your own records and to assist if you have a query.
- In order to be processed punctually and weekly, they are submitted all timesheets need to be received weekly by us no later than 10:00AM on Monday for payment to be made on the Friday. Failure to email us the timesheet by Monday 10AM, will result into delayed payment and will have to be paid the following week on a Friday.

A normal week runs from Monday to Sunday. One timesheet should be completed weekly for each client.
- Please be aware the cut of time is Monday midnight for most clients. Therefore, if you complete a night shift on a Sunday 10pm-7am, you will be paid 3 hours for that shifts (for Sunday 10pm-Monday 00:00am) on the coming Friday and the remaining 7 hours (from Monday 00:00am-7:00am will be paid the following week as midnight to 7am will be considered a Monday and new week. This will be clarified to you by Rowina Healthcare consultant, before an assignment as it differs per client.

35. RATES OF PAY

- Different pay rates apply to different assignments and details of pay rates are given to you when you join Rowina Healthcare.
- 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 person in charge to sign it.

36. TRAVEL

The general rule is that travel allowances are not paid for any assignments. All employees are required to arrange their transport to and from work. Rowina Healthcare does not pay for mileage and travel allowances can not be claimed.

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Please check the location, bus times or train times before accepting or booking any shifts. Be advised buses and train services are limited on UK bank holidays. Therefore, please make sure you have access to transport before committing to any shifts.

37. METHOD OF PAYMENT

Payment will be made by electronic transfer 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 automatically send to your email address that you provided to us. All Rowina Healthcare employees are paid under the PAYE scheme. PAYE is HM Revenue and Customs' (HMRC) system to collect Income Tax and National Insurance from employment.

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 via email. Changes can be reported to settlements@rowinahcs.co.uk.

38. QUERIES

If you have any queries relating to your pay, please contact our payroll department. Email enquiries can be made to settlements@rowinahcs.co.uk. Please have your copy of the signed 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 some Agency Workers are self-employed, Rowina Healthcare 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 Rowina Healthcare 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: www.inlandrevenue.gov.uk.

39. HOW TO CLAIM HOLIDAY PAY

The holiday year runs from 1 January to 31 December

As an Agency Worker you start accruing holiday pay as soon as you begin work through us and can request this from us via emailing settlements@rowinahcs.co.uk

Once you have completed a holiday request form and given us a minimum of 4 weeks' notice of your intention to take a holiday, you may take holiday at any time during the year and will be paid for it on the next pay date after your period of leave. The amount paid is dependent and calculated on the amount of hours you would have worked.

All holiday hours must be taken by 31 December. Any hours not claimed by this date will be lost. It is each Agency worker's responsibility to claim his or her holiday pay, and Rowina Healthcare will not send reminders, nor will Rowina Healthcare be responsible for loss of holiday payments.

40. NATIONAL INSURANCE/BENEFITS

Deductions in respect of Class 1 National Insurance will normally also be made by Rowina Healthcare 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.

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

Statutory Maternity Pay

Pregnant Agency Workers are not entitled for Statutory Maternity Pay through Rowina Healthcare, as all workers are temporary workers and only paid for the assignments that they attend at an hourly agreed rate.

If you are pregnant you must:

- Inform Rowina Healthcare 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'.
- Agency 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

Rowina Healthcare does not usually pay sick pay to temporary agency workers. Agency Workers will only be paid for work that has been undertaken so, if for any reason you are unable to undertake work, you may suffer financially. We advise you to seek insurance cover to avoid such risks.

If you have an assignment booked and you are unable to complete the assignment, please contact your consultant 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.

41. INSURANCE GUIDELINES

Insurance against Personal Accident and Illness

Agency 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.

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.

42. WORKING TIME REGULATIONS

- Under the Working Time Regulations (WTR), Agency 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 Agency 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.
- Agency Workers can withdraw the option to work in excess of 48 hours per week at any time by providing written notice to the Rowina Healthcare Compliance Officer.
- Working time shall include only the period of attendance at each individual Placement. It shall not include travelling time.

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By my signature, I acknowledge that I have read, understand, and agree to the policies and procedures of Rowina Healthcare Ltd, as defined in the agency worker staff handbook that I received

Employee Full Name:

Role:

Date:

Signature:

Whitnessed by:

Whitnness Signature:

Date: