



Balm Solutions Ltd
 Barking Enterprise Centre, 2.14 50 Cambridge
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 Tel: 0208 1679875 Mob: 07727 884498
 Email: info@balmsolutions.com

AGENCY STAFF HANDBOOK

For General and Specialist. Nurses, Theatre Staff and Healthcare Assistants

Agency Worker Handbook Declaration

I have read a copy of the Agency Worker Handbook which outlines the goals, policies, benefits and expectations of Balm Solutions Ltd and its Clients, as well as my responsibilities as an Agency Worker. I have familiarised myself with the contents of this Handbook. By my signature below, I acknowledge, understand, accept and agree to comply with the information contained in the NMC's "Standards for Medicines Management", 2008 (Cover 2010) and the Agency Worker Handbook provided to me by Balm Solutions Ltd. I further confirm that I am aware that I must notify Balm Solutions Ltd about any changes regarding my Fitness to Practice and/or to Professional Registration immediately.

I understand this handbook is not intended to cover every situation which may arise whilst on assignment, but is simply a general guide to the goals, policies, practices, benefits and expectations of Balm Solutions Ltd.

I give Balm Solutions Ltd the right to access my details within the Disclosure and Barring Service (DBS) Update Service if I am a registered user.

Updates to this Handbook will happen from time to time. Whenever this happens Balm Solutions Ltd will notify me. I agree to familiarise myself with these changes before undertaking any further shifts through Balm Solutions Ltd.

I understand that the Agency Worker Handbook is not a contract of employment and should not be deemed as such.

Print Name.....
 Profession.....
 Registration No.....
 Signature.....
 Date.....

I hereby give permission for Balm Solutions Ltd to allow access, as a minimum, to my personnel files as part of any official audit, or Client compliance purposes, carried out by, but not limited to, NHS Buying Solutions and/or any person authorised by the NHS Authority. These personnel files will be viewed in accordance with the requirements of the Data Protection Act 1998.

Signature:..... Date:.....



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Introduction

Welcome to Balm Solutions Ltd and thank you for choosing to work with our company. Our aim is to provide an effective agency healthcare recruitment service to both our Clients and our Agency Workers. As a healthcare recruitment agency, we operate nationwide which means regardless of where you are based, we will be able to help you find your ideal healthcare role. We have built a solid reputation since the company was established and continue to provide a quality service. We are dedicated to offering our Agency Workers an exemplary service through which you can develop your career, by offering choice and convenience along with professional support.

This handbook contains policies, procedures and statements that are informative and which will be of assistance to you during each assignment you undertake. It is not practical for such a handbook to cover every situation which may arise during the course of your assignments, nor does its content replace any policies and procedures which may be in place at the hospital, trust or home to which you are assigned.

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 we have with the NHS, our care homes. It is important that you fully understand everything covered in it. Whilst this handbook outlines Balm Solutions Ltd's own policies and standards, these do not supersede the national guidelines of the NMC and any other professional membership bodies.

Parts of the Handbook will be updated from time to time to reflect any changes. Whenever this happens, we will give you notification. It is your responsibility to review the changes and seek advice if you do not understand any of the contents of this handbook. It is important that you thoroughly read through the handbook and understand what is required of you. If you have any questions, please raise them with Balm Solutions Ltd at the earliest opportunity.

On behalf of all the team, we would like to take this opportunity to welcome you to Balm Solutions Ltd.



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Workingfor Balm SolutionsLtd

1. Compliance

The process of reaching and maintaining compliance with government legislation and Client requirements are managed for you by the Balm Solutions Ltd's compliance team. Balm Solutions Ltd's Compliance Team works with local Branch Managers, Consultants and, initially to ensure that all new applications are processed efficiently and accurately and to maintain each Agency Workers' records at full compliance, 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 lapsed.

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 Balm Solutions Ltd if you require any assistance.

Your timesheet is a crucial document that generates the invoice to the Client and our payroll department. You must ensure that the information on these timesheets is accurate and a true reflection of hours worked. Timesheets are subject to scrutiny and audit by our own company and the Client. Any discrepancies will be noted and investigated accordingly. The following guidelines will help ensure you are paid correctly and on time. Please read carefully.



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2. Timesheets, Payment, Tax And National Insurance, Sickness Benefit, Working Time Regulations and Holiday Allowance, and Insurance Guidelines

Timesheets

- Please complete your timesheet in full.
- Print clearly your name, employee number, name of facility, name of ward or unit, week ending, and your booking or reference number for each shift.
- Complete the date and ensure it is written in the right box
- Ensure the timesheet is signed at the side of each shift, and again at the bottom
- If the timesheet is not signed at the bottom, it cannot be processed.
- Leave one copy of the timesheet with the Client once it is signed, keep one copy with yourself and post one copy to the address on the timesheet.
- Pay is weekly always on a Friday, unless agreed otherwise.
- Your timesheets need to be in by 12:00PM Monday to ensure you are paid the following Friday
- We advise that you send your timesheets as soon as possible each week to make sure they arrive on time.
- Kindly ensure you put the appropriate postage when sending the timesheet by post. **If you do not put enough postage on your timesheets, they can be delayed for up to 4-6 weeks.**
- Always carry two or three timesheets with you. Call the office if you need more timesheets and we will post or email them out to you.

If you have a payroll enquiry, please contact the office and ensure you have your timesheet copy to hand as we will need your timesheet reference number to assist you. We will endeavour to resolve your query as soon as possible.

Rates Of Pay

Different pay rates apply to different assignments and details of pay rates are given to you when you join Balm Solutions Ltd 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/team leader in charge to sign it.

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 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 are set out clearly on the rate of pay sheets and, given that they are subject to audit, you should carefully check and record the distance for which you make a claim.

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 or emailed to you. 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 Balm Solutions Ltd.



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Tax and National Insurance

Although Agency Workers are self-employed, unless registered as a Limited Company, Balm Solutions Ltd 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 TA1988 (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. They can adjust your tax code if appropriate. If Balm Solutions Ltd 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.

Deductions in respect of Class 1 National Insurance will, unless registered as a Ltd Company, normally also be made by Balm Solutions Ltd 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.

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 Agency Workers may be eligible for Statutory Maternity Pay through Balm Solutions Ltd or Maternity Allowance from their local Social Security Office. If you are pregnant, you must:

Inform Balm Solutions Ltd 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 Balm Solutions Ltd, who will liaise with our payroll department be able to determine whether SMP is payable through Balm Solutions Ltd. 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

Because yours is a "Contract" for the period of each day, Balm Solutions Ltd 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 Balm Solutions Ltd 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.

Working Time Regulations and Statutory Allowance

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, Agency Workers who wish to waive this right, are required to declare this on joining the agency. Agency Workers



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can withdraw the option to work in excess of 48 hours per week at any time by providing 3 months written notice. Working time shall include only the period of attendance at each individual Placement. It shall not include travelling time.

The holiday year runs from 1st January to 31st December. As an Agency Worker you start accruing holiday pay as soon as you begin work through us and can request this from us at any time. Holiday entitlement is up to 5.6 weeks in any holiday year, pro-rata, for workers who work less than full time hours. Any holiday pay that you accrue must be taken before the end of December, as the holiday year runs from 1st January to 31st December (any outstanding balance of holiday pay not claimed by this date will be lost).

Holiday pay rate is calculated as an average of the pay rates you have received over the previous 12 weeks. It is each Agency worker's responsibility to claim his or her holiday pay, and Balm Solutions Ltd will not send reminders, nor will Balm Solutions Ltd be responsible for loss of holiday payments. You may not work whilst on holiday. It is simple – holiday is a necessary period of rest. You may not claim holiday for weekends, unless these are usual working days for you. To claim Holiday Pay please contact Balm Solutions Ltd. Holiday pay is not applicable to any Agency Worker registered as a Limited Company as it is already included in the rate of pay.

Insurance Guidelines

All Balm Solutions Ltd Agency Workers are self-employed and are responsible for their own actions, errors or

omissions at work. You are therefore strongly encouraged to take out Personal Accident, Professional Indemnity/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.



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3. Booking Shifts, Communications, Attendance, Timekeeping and Cancellations

Booking Shifts: Please book your shifts by telephoning Balm Solutions Ltd. Regular and effective contact is vital so we can find you the work you want. Let us know your availability and key requirements as often as necessary. 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 clients short staffed and patients/residents at risk.

We appreciate that sometimes unavoidable things do occur however you must always try and give us as much notice as possible if you have to cancel a shift.

If you feel slightly unwell, but are unsure if you will need to cancel the shift, still advise us of the situation so we can be prepared if a replacement is needed.

To cancel a shift you have already accepted, please phone Balm Solutions Ltd immediately. Shift cancellations will not be accepted by mail or text.

Please be accessible by phone when you have said you will be available.

Please ensure you always arrive for work at least fifteen minutes before the shift is due to start. This will allow you to find your ward/care home, store your belongings, change into your tunic and introduce yourself to the Nurse/ team leader in Charge or Manager.

If running late for work, please contact Balm Solutions Ltd or the main Balm Solutions office immediately. Always call before the shift is due to start and please give a realistic estimated time of arrival. If your journey is further delayed, please update us again.

It is always better for us to call ahead and inform a client of lateness, than the Client calling us looking for a workerrunning late. This will look unprofessional and may affect future work allocation from that Client.

Allow plenty of time to travel to work, particularly if travelling by bus or tube, which are frequently subjected to disruptions/strikes and can run behind time.

When travelling to a new establishment, please plan out your route carefully and ensure you have all the travel information you need before you leave home- if you need assistance planning your journey, Balm Solutions Ltd will be happy to do this for you.

It is not acceptable if you fail to inform us of your delayed arrival due to: no mobile phone credit, no number for Balm Solutions Ltd. Please make sure your mobile phone credit is topped up and you have Balm Solutions Ltd's main contact number saved:

Phone Number: 02081679875/07727884498



4. Before You Start Work

General 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) 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 required promptly and diligently a 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 defraud 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, residents 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;



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Fitness for Practice

As an Agency Worker with Balm Solutions Ltd you are required to sign a statement at recruitment registration confirming that you are aware that you must notify Balm Solutions Ltd about any changes to your professional registration immediately. Equally, you are required to declare before each occasion on which you are deployed in the provision of Services via Balm Solutions Ltd that you are fit to practice at that time. Should you not be able to give this declaration truthfully, then Balm Solutions Ltd will be required to provide an alternative Agency Worker.

Please note: Any Agency Worker failing to maintain appropriate up to date, current professional registration will be withdrawn from active assignments until professional re registration is effective. Registered Nurses failing to maintain current professional registration will not be allowed to work as a healthcare assistant during this period of non-registration.

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 Balm Solutions Ltd, 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.

Electronic DBS Process for England – Enhanced Disclosure and Barring Services (DBS)

The nature of the work undertaken by Balm Solutions Ltd means Agency 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 record checks), including check of the Children's and Adult's Barred Lists, as part of the recruitment process. If you are a new candidate, you are initially required to contribute to payment for your DBS check via the Registration Deposit of £75. As an organisation using the DBS Disclosure service to help assess the suitability of applicants for positions of trust, Balm Solutions Ltd complies with the DBS Code of Practice, Data Protection Act and any other relevant regarding the correct handling, use, storage, retention and disposal of Disclosures and Disclosure information. If you have already registered with DBS and have received a certificate number, we can check your DBS online. The only requirement is a valid passport and the original DBS. For more details about DBS services and how to register with them please check www.dbs.gov.uk.

Balm Solutions Ltd processes all criminal record checks for England electronically. This ensures that your initial DBS and any other subsequent renewals are processed promptly, usually within a few weeks or so (assuming no issues with your application).



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Renewal of Enhanced Disclosure

Agency Workers are required to renew their Disclosures annually. You will receive a reminder 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 Balm Solutions Ltd. This requirement includes convictions, cautions etc., which occur during the Agency Workers registration with Balm Solutions Ltd, including between annual disclosure checks.

Criminal Convictions/Cautions

Balm Solutions Ltd is an Equal Opportunities organisation and as such, undertakes to treat all Agency 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 the company. Denial or non-disclosure of any conviction or caution, which is subsequently shown to exist, will lead to the immediate removal of the Agency Worker from the Balm Solutions Ltd Register. Any Agency Worker with convictions/cautions will be asked to prepare a "Confidential" Statement of Events surrounding each conviction/caution. Positive Disclosures are reviewed by the Company's Directors. Due consideration is given to the nature of the role, together with the circumstances and background of any offence and overriding consideration is to the care, safety, and protection of Clients. Balm Solutions Ltd 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.

You have a responsibility to report any cases of suspected child or adult abuse of vulnerable adults. We have a detailed policy outlining this procedure.

Agency Worker Regulations (AWR)

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

Detailed guidance on the regulations is available online (www.bis.gov.uk) and Balm Solutions Ltd 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.



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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 lawfully 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: 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.



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AWRandStatutoryLeave

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.

Please Note: 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. Balm Solutions Ltd 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

Please immediately raise your concerns you may have regarding the AWR to us by contacting Balm Solutions Ltd.



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5. Documentation, ID Badge, Uniform, Assignments, Engagement / Employment By A Client and Client Policies and Procedures

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. In addition, you may be requested to produce a copy of the following and as such should carry them with you for each assignment:

Balm Solutions Ltd ID Badge
NMC Pin Card: Registered Nurses and
Midwives Intention to Practice: Midwives
HPC Pin Card: OPDs
Enhanced DBS Disclosure Form
Timesheets: carry at least 2 or 3 in case you work on more than one area.

ID badges are a security tool. Your ID badge will be issued to you before you start work for Balm Solutions Ltd and should be worn whenever you are on an assignment booked through us. The ID badge displays your photograph, name, job title and expiry date. Your ID badge will be valid for a year and you will automatically be issued a new ID badge as your current one expires. Should you not receive an updated ID badge or lose your current badge, you can request a new badge via Balm Solutions Ltd. 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 Balm Solutions Ltd.

Uniform and Dress Code

All Agency Workers are required to wear the full Balm Solutions Ltd uniform or alternative dress code as specifically advised at the time of booking. This will apply to all hours spent on duty. Please ensure when you accept an assignment that you are aware of the appropriate dress code / uniform required and that you are able to accommodate this requirement.

The full Balm Solutions uniform consists of:

1. Sky blue Balm Solutions tunic: clean and ironed at all times
2. Smart black or navy-blue trousers: no jeans or combats
3. Smart and practical black shoes: flat, waterproof, closed-toe
4. Balm Solutions ID Badge

Your clothing should at all times appear professional and acceptable to represent the Balm Solutions Ltd and suit the Client. Your ID badge should be worn around the neck and must be visible at all times. Your uniform should only be put on once you are on the facility premises due to infection control purposes. This is a requirement of most Clients.

Health and safety must be considered at all times. Shoes should not have a heel higher than one inch unless medically required in the circumstances of a disability. Open toe sandals are considered as a hazard as spillage could injure. No jewellery other than plain wedding bands and small stud earrings are acceptable. Watches are not to be worn on the wrist. Nail varnish and/or false nails are not permitted for clinical work due to infection control concerns. Nails should be kept clean, bare and cut down/neat.

Personal Protective Equipment is supplied where appropriate within most units; please ensure that you wear the necessary PPE to eliminate/lower any risk to your personal health.



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Balm Solutions Ltd operates an anti-discriminatory policy and would consider it a disciplinary offence for anyone to wear offensive slogans political or otherwise where there is the possibility of offending a Client or colleagues with whom you are working.

It is your responsibility to ensure your uniform is kept clean, laundered, ironed and neat at all times. Please take care with your personal hygiene at all times.

You should ensure you have enough uniforms to cover the amount of shifts you work. If you require further uniforms, please contact Balm Solutions Ltd ASAP.

Acceptance of Assignments

You are required to work competently; you must possess the knowledge, skills and abilities required for lawful, safe and effective work without direct supervision. You must acknowledge the limits of your professional competence and only undertake roles and accept responsibilities for those activities which you are capable to undertake. In view of this, please ensure that prior to agreeing to accept an assignment, you are satisfied that you have the skill level and competence to perform the role safely. Please note that even if you feel you are competent to undertake a particular task you must check that the Client's Policy & Procedure enables you as an Agency Worker to complete the required task. The Client may ask Balm Solutions Ltd to provide a copy of your CV before accepting you as an Agency Worker. The Client also reserves the right to accept or decline a Balm Solutions Ltd Agency Worker for an assignment.

First Assignment with New Clients

Please ensure that you arrive in good time, and meet with the specified contact person as agreed. 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.

It is your responsibility to ensure you are aware of any emergency telephone number e.g., cardiac arrest number, for the area in which you have accepted your shift.

When you attend a booking with a client for the first time, we will, on completion of the first shift, contact both yourself and the Client to monitor the success of the placement. This forms part of our quality assurance and monitoring process, ensuring that a professional service is provided at all times.

Upon being offered an assignment you will be advised of the grade and type of work you will be expected to perform. We will clarify the extent of responsibility you will be expected to fulfil. Copies of grade and specialty specific job descriptions as outlined in the National Framework and Local Agreements are available from Balm Solutions Ltd. If possible, we will provide you with a job description from the Client. Failing this we will obtain as much information concerning the placement as possible, in order for you to be able to judge whether the assignment being offered is suitable.



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Engagement/Employment by a Client

Our terms of business with our clients include a requirement that the Client pays us an appropriate recruitment fee in certain circumstances, if they employ directly any Balm Solutions Ltd Agency Worker, who has worked for them previously through Balm Solutions Ltd. This applies equally to agency or permanent posts, full or part-time. You are required by your Terms of Engagement for Agency Workers to notify Balm Solutions Ltd of any post with a Client of Balm Solutions Ltd for whom you have worked previously, even if you have terminated your registration with Balm Solutions Ltd.

Completing an Assignment

At the end of every assignment Balm Solutions Ltd provides Evaluations of Service to Clients. Clients are asked to supply feedback on the service they have received from Balm Solutions Ltd and also to provide a reference on the Agency Worker. Agency Workers are also asked for feedback on the assignment. Both positive and negative feedback is actively encouraged so Balm Solutions Ltd can act upon it to improve its quality of service.

Client Policies and Procedures

You are required to adhere to the policies and procedures issued by the Client. Please ensure that you are advised at induction of where these are kept. You should also be made aware of any significant changes in policy at the commencement of any duties. Balm Solutions Ltd also has a range of key policies and procedures, in addition to those outlined in this Handbook. If you have any questions about policies and procedures, please discuss with these with Balm Solutions Ltd or Balm Solutions Ltd Clinical Nurse Manager as appropriate and soon as possible.

Should any conflicts or confusions arise during your working assignment with regard to the interpretation of policies and procedures we strongly urge you to seek advice from a senior member of staff, or contact us at the time the conflict is occurring. Equally, should an occasion arise whereby you believe that you are being compelled to compromise your integrity and are instructed to breach your Code of Professional Conduct, we would instruct you to seek guidance immediately. Always remember that you are personally and professionally accountable for your practice. This means that you are answerable for your actions and omissions, regardless of advice or direction from another professional.

In the event that a more general conflict arises, you have a professional duty to make all reasonable attempts to resolve any difficulties. As a professional you are expected to co-operate with others in the team. In the event of difficulties, please contact us and we will do all we can to help to negotiate a satisfactory resolution.

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 health care that records, handles, stores, or otherwise comes across information, has a personal common law duty of confidence to comply with this. All patient treatment and refusal of treatment and advice must be noted. It is advisable to note when telephone contacts are made. All patient records should be kept confidential in line with the Data Protection Act 1998. Ensure your clinical documentation complies with NMC and HPC guidelines and industry requirements. If you require further information on this, please refer to the NMC or HPC websites or contact us.



6. Important Operational Policies and Procedures

Safeguarding Children and Young People

All Agency Workers are required to have a valid annual training certificate for Safeguarding Children and Young People and which is part of Balm Solutions Ltd's training program.

Codes of Conduct

All registered Nurses, Midwives, and OPDs working with Balm Solutions Ltd will be required to adhere to the respective Codes of Professional Conduct, which contain full details of the codes of practice, in respect of all agency work undertaken. You will have been provided with these publications directly by your professional body. Additional copies can be downloaded from the NMC and HPC websites. Please ensure that you behave in a manner that upholds the reputation of your Profession. Behaviour that compromises this reputation may call your Registration into question even if it is not directly connected to your professional practice.

Balm Solutions Ltd's code of conduct informs all Agency Workers of our Clients' expectations about their general conduct and approach to tasks, emphasises the importance of a professional approach to all Clients and service users, and highlights situations that Agency Workers may have to deal with.

You are required to adhere to the following:

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 the Balm Solutions Ltd 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 Agency Worker discuss the confidential affairs of Balm Solutions Ltd, 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: 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, even if regular contact with service users or other workers may engender Personal relationships. Agency Workers must take specific 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 a telephone call to Balm Solutions Ltd.

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.



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Complaints: Balm

Solutions Ltd 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.

Substance Abuse

You must not arrive on duty intoxicated by either alcohol or drugs prior to a shift. Clients may request that you undertake an alcohol breath test if they suspect that your performance may be affected. Each trust will have a policy regarding dealing with suspected intoxication. Any Agency Worker arriving for or suspected of arriving for duty intoxicated who is sent home will not be refunded travelling or time expenses.

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. Clients have 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 Balm Solutions Ltd. Any concerns you may have regarding confidentiality should be discussed with a Balm Solutions Ltd Manager.

Data Protection/Access To Records

Balm Solutions Ltd is a "data controller" for the purposes of the Data Protection Act 1998. This is because Balm Solutions Ltd holds and uses both "personal data" and "sensitive personal data" about its employees, Clients, Agency Workers and other individuals. Balm Solutions Ltd processes data, including your records and Client/patient records. The information contained in your Agency Worker records is taken from your application form, as well as Disclosure and Barring Service, references and Terms and Conditions for Agency Workers. There may be occasions when your records are disclosed to Regulators and Inspectors and Clients (e.g. CQC, NHS Buying Solutions).

Balm Solutions Ltd 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. We may need to share your information for these purposes with our associated companies, 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.

Right 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. Balm

Solutions Ltd is not obliged to provide information to you in all circumstances. A number of exemptions apply and Balm Solutions

Ltd 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 Balm Solutions Ltd 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 two weeks. 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 co-operation and assistance are greatly appreciated. It is assumed that you will only need to verify personal data on one occasion. There will be no charge made for the first application in any calendar year; however additional requests will normally attract a charge of £15 per application.



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 Balm Solutions Ltd and if supplied, will be available to you on reasonable request.

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 Balm Solutions Ltd and these are available to you on reasonable request. The Client shall have the right to carry out any physical searches, of 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.

Professional Indemnity Cover

Whilst working within the NHS you are covered under the Clinical Negligence Scheme for Trusts (CNST). It is important to realise that the cover offered by the CNST is by no means sufficient to cover all the situations in which you may find yourself. Balm Solutions Ltd would therefore advise you to take out your own personal PI cover. Medical Professionals working outside the NHS should have their own PI cover.

NHS Indemnity does not apply to family health service practitioners working under contracts for services, e.g. GPs (including fund holders), general dental practitioners, family dentists, pharmacists or optometrists; other self-employed health care professionals e.g. independent midwives; employees of FHS practices; employees of private hospitals; local education authorities; voluntary agencies.

NHS Indemnity covers negligent harm caused to patients or healthy volunteers in the following circumstances: whenever they are receiving an established treatment, whether or not in accordance with an agreed guideline or protocol; whenever they are receiving a novel or unusual treatment which, in the judgment of the health care professional, is appropriate for that particular patient; whenever they are subjects as patients or healthy volunteers of clinical research aimed at benefiting patients now or in the future.

Equal Opportunities

Balm

Solutions

Ltd 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, Balm Solutions Ltd operates a policy of equal opportunity and equal access to service. Information may be requested from staff, Agency Workers, applicants or Clients, enabling Balm Solutions Ltd to monitor the success of this policy. The giving of such information



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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.

Balm Solutions Ltd Agency Workers:

Equality of opportunity extends to all aspects of Balm Solutions Ltd 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

Balm Solutions Ltd 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 Balm Solutions Ltd 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 Balm Solutions Ltd complaints procedure. This includes removal from our Staffing Register.



7. Training and Development

Induction Training

After you have completed the application, and registration process you will undertake an initial Induction Training Programme, and thereafter update training on an annual basis.

For the avoidance of doubt, annual is defined as during the 12 month calendar period directly preceding date of recruitment and further training on an annual basis thereafter, calculated from the date that the previous training was undertaken.

Induction training comprises:

- Basic Life Support – Adult and Paediatric that is compliant with the Resuscitation Council of the UK guidelines.
- Manual Handling
- Lone Worker Training
- Equality and Diversity
- Conflict Prevention and Management
- The Caldicott Protocols
- Health & Safety, including COSHH & RIDDOR
- Infection Prevention & Control, including MRSA & Clostridium Difficile.
- Complaints and Complaints Handling
- Fire Safety
- Safeguarding Vulnerable Adults / Safeguarding Children and Young People Level
- Laws and Legislations
- Patient Consent and Confidentiality

Additional Training Appropriate to your qualifications:

Please check with Balm Solutions Ltd if you are not sure what is needed.

- Control & Restraint – Working in a mental health facility
- Resuscitation of the Newborn – Midwives
- Interpretation of Cardiotocograph Traces – Midwives
- Food Safety – Required if you handle food.
- Epilepsy
- Safeguarding Vulnerable Adults Ch (SOVA) Safeguarding Children and Young Adults (SOCA), Safeguarding Children and Young Adults Level 3

In addition to the above and on arrival to a new ward/ unit/ placement, it is imperative that as a Balm Solutions Healthcare Agency Worker you receive an orientation and induction to the ward. This should include location and information of safety protocols, fire exits, emergency equipment and phone numbers, manual handling equipment and procedures, hot spot and violent episode handling.

Annual Training and Development Requirements

The following annual training is required by all Agency Workers continuing to undertake agency healthcare work through Balm Solutions Ltd. Training must be updated before expiry of previous training certification:

- Basic Life Support – Adult and Paediatric that is compliant with the Resuscitation Council of the UK guidelines.



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- Manual Handling
- Lone Worker Training
- Equality and Diversity
- Conflict Prevention and Management
- The Caldicott Protocols
- Health & Safety, including COSHH & RIDDOR
- Infection Prevention & Control, including MRSA & Clostridium Difficile.
- Complaints and Complaints Handling
- Fire Safety
- Safeguarding Vulnerable Adults/ Safeguarding Children & Young People Level 2
- Laws and Legislations
- Patient Consent and Confidentiality

Additional Training Appropriate to your qualifications:

- Control & Restraint – Working in mental health facility
- Resuscitation of the Newborn – Midwives
- Interpretation of Cardiotocograph Traces – Midwives
- Food Safety – Required if you handle food.
- Epilepsy
- Safeguarding Vulnerable Adults Ch (SOVA) Safeguarding Children and Young Adults (SOCA), Safeguarding Children and Young Adults Level 3

Written confirmation of certain training received at another employer or Balm Solutions Ltd validated organisation is also acceptable. Please contact Balm Solutions Ltd if you are unsure as to whether this is applicable to you.

You must keep your knowledge and skills up to date throughout your working life. In particular you should take part regularly in learning activities that develop your competence and performance. Balm Solutions Ltd conducts regular training sessions in our main branch office. Please contact Balm Solutions Ltd to book your training update before your previous certificate expires.

Performance Monitoring and Appraisal

We actively seek feedback from Clients upon introducing a candidate to them for the first time, and periodically thereafter. We will enquire about performance, levels of competence, practice and standards, teamwork, time keeping and training needs that may have been identified. We will provide Agency Workers with feedback on their progress.

Performance appraisals are an integral part of ensuring quality standards are met. Balm Solutions Ltd ensures that job performances are routinely formally assessed against expected clinical standards and identifies opportunities to enable workers to improve their professional skills. For ongoing work in the NHS Agency Workers are required to be annually appraised. Each Agency Worker will undergo a formal review of job performance within the first 6 months of registration and commencing assignments with Balm Solutions Ltd, and thereafter every 12 months.

Your appraisal will be carried out by a senior practitioner of the same discipline. (“Appraiser”), who will be appropriately trained in the conduct of appraisals, and regularly re-trained as appropriate. We are required



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to take into account when assessing your clinical practice, the results of any quality assessment questionnaires completed by your clients and the results of any reviews by Balm Solutions Ltd of your clinical practices.

In addition to the above Balm Solutions Ltd will request feedback from our clients. This feedback will cover the following areas:

- General level 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 given to you to raise any concerns or issues you may have. All Balm Solutions Ltd Agency Workers are requested to maintain a written portfolio of professional experience and attendance at professional development courses, which should also include a written and agreed Personal Development Plan as agreed at the appraisal.

Please note: The results of the appraisal will be recorded on your electronic data file, updated on an annual basis, and will form the basis of assessment for future job placements, training requirements and complaints handling.



8. Complaints Reporting, Handling and Management

There may be also cases when the Client requests that a particular worker no longer be placed within an assignment. In such cases the Client has the right to exercise this request under the terms of their contract. An Agency Worker may also take this course of action, in that they may wish to terminate an assignment. You are advised to read both your Terms of Engagement for Balm Solutions Ltd Agency Workers and this Handbook in full, to ensure you fully understand what we ask of you.

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 Balm Solutions Ltd. 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 Regulatory Body. Balm Solutions Ltd complaints procedures are in accordance with appropriate current regulatory, NHS and NHSLA Risk Standards, and requirements. This will enable the Client to make complaints quickly and Balm Solutions Ltd 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 to Balm Solutions Ltd with the necessary information in order for Balm Solutions Ltd to thoroughly investigate the complaint.

The complaints procedure is as follows:

1. Within five (5) working days of receipt of a complaint from the Client or Agency Worker, Balm Solutions Ltd will acknowledge receipt of the complaint. The complaint should be made in writing by post or email, but will be accepted in other written form.
2. All reasonable endeavors will be made by Balm Solutions Ltd to ensure that all complaints are resolved within fifteen (15) days of the complaint being notified to Balm Solutions Ltd.
3. Balm Solutions Ltd 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/her. The Agency Worker shall be entitled to receive a copy of the complaint referred to in paragraph 1.
4. The Agency Worker will be afforded the opportunity to state his/her version of events and will be given seven (7) days to respond to Balm Solutions Ltd in writing.
5. All responses will be shared with the complainant and if appropriate, Balm Solutions Ltd will take demonstrable action to ensure there is no recurrence of the actor omission complained of.
6. The Client may at any time request Balm Solutions Ltd 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 Balm Solutions Ltd, detailing how the complaint has been resolved.
8. Where there is evidence of malpractice or the complaint is an event that requires notification, Balm Solutions Ltd will immediately notify the Care Commission, The Police, Protection of Vulnerable Adults or Children and where applicable alert the temporary Workers professional body.
9. Balm Solutions Ltd where necessary will immediately exclude the Agency Worker from its register whilst an investigation is in progress.
10. Balm Solutions Ltd 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. Balm Solutions Ltd 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 Care Quality Commission, The Scottish Care Commission or The Regulation and Quality Improvement Authority – Northern Ireland.



9. Disciplinary Procedures and Removal from Balm Solutions Ltd Register

The matter of a disciplinary procedure for Agency Workers is more complex than when the Worker is a direct employee. Contractually the agreement between the Agency Worker and the agency is a “contract for services” agreement. This effectively suggests that the Agency Worker is working on a freelance basis.

In the event of “disciplinary” matters arising, each situation will need to be judged on its own merits. There may be cases whereby a client will be required to apply their disciplinary procedure in order to comply with legislation. Likewise, there may be occasions when it is necessary for Balm Solutions Ltd to use our procedure. This cannot be an arbitrary decision, but needs to be made in full consideration of the changing legislation and in context with the circumstances of the problem / complaint. Balm Solutions Ltd operates comprehensive Disciplinary Policy and Procedures, please contact Balm Solutions Ltd for full details.

Removal from Balm Solutions Ltd 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 Balm Solutions Ltd Code of Professional Conduct.
- If it is believed that an Agency Worker has acted in an unprofessional manner, Balm Solutions Ltd 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 "Balm Solutions Ltd Alert List".
- If Balm Solutions Ltd 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 assignment 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 Balm Solutions Ltd.
- Breach of trust involving Balm Solutions Ltd or the Client.
- Disclosure of confidential information to a third party relating to either a Client or Balm Solutions Ltd Misconduct and/or gross misconduct - any behaviour which potentially puts any Client, individual or vulnerable person at risk or puts Balm Solutions Ltd 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



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- 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 Balm Solutions Ltd procedures or serious breach of Balm Solutions Ltd's rules
- Unsatisfactory work
- Damage, deliberate or otherwise, to or misuse of a client's or Balm Solutions Ltd'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 an unacceptable level 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 Balm Solutions Ltd
- 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 Balm Solutions Ltd 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 undergo an examination/assessment to undertake a medical, at their own expense, to confirm their fitness for work.

In the event that you are unsatisfied with the manner in which a complaint has been handled, please contact the Director within the company.



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10. Whistle-Blowing Policy

Concerns may relate to something which:

1. Is against NMC/HPC codes of Professional Conduct
 2. Is against Balm Solutions Ltd Agency Workers Terms and Conditions
 3. Is against Balm Solutions Ltd company handbook
 4. Amounts to improper conduct, including things believed to be
- Against the law
 - Abuse of Clients or service users
 - A health and safety hazard
 - Damaging the environment
 - A misuse of public money
 - Corruption or unethical conduct

Concerns may be raised to anyone within Balm Solutions Ltd. All concerns will be treated in confidence and every effort will be made to protect your identity if they you wish. At the appropriate time however, individuals may need to provide a statement or act as a witness. Full details of Balm Solutions Ltd's Whistle Blowing Policy is available via Balm Solutions Ltd.



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11. Health and Safety Policy

It is the policy of Balm Solutions Ltd to ensure, as far as is reasonably practicable, the health, safety and welfare of all our Employees, Agency Workers, Service Users and Members of the Public, accepting our statutory responsibilities in this area. This involves working in partnership with our clients who for the purpose of Agency Workers provide the physical setting for the work undertaken by the Balm Solutions Ltd Workers.

Health and Safety Guidance

Balm Solutions Ltd seek 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.



12. Occupational Health

Balm Solutions Ltd 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 assignments. 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. Balm Solutions Ltd and our Occupational Health Advisor will support you in achieving this.

This process is described below:

An Occupational Health Questionnaire is completed, and this form, together with the Agency Workers immunisations and test results are forwarded to Balm Solutions Ltd. Balm Solutions Ltd forwards this information to our Occupational Health Service provider. Balm Solutions Ltd Occupational Health Service provider / evaluate each Agency Worker's file, and if satisfied with the contents, will issue to Balm Solutions Ltd "Certificate of Fitness to Work" valid for 1 year. If not satisfied with the contents, the OH provider will ask Balm Solutions Ltd to request from your additional proof of immunizations, and once happy with this, will issue a certificate. Before Agency Worker's "Certificate of Fitness to Work" is due to expire; Balm Solutions Ltd contacts the Worker to complete a one page "Health Medical Questionnaire - Yearly Review". Where this is completed, signed and forwarded to us together with any new immunisation and test results. This will be then forwarded to our Occupational Health Service Provider for evaluation, where they will either issue a new "Certificate of Fitness to Work" or request additional proof if required. 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 revaccination and retesting. 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, Please note: > 15 UI/ml: Immune, 10-14 UI/ml: Low Level Immunity, and < 10 UI/ml: Non-Immunity.

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

Hepatitis B: A recent pathology report showing a titre level of > 100 IU/l. If the result is

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.



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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. All healthcare workers are under ethical and legal duties to protect the health and safety of their patients. Agency Healthcare Workers have general duties to conduct their work so that they and others are not exposed to health and safety risks. Certain information may be requested for audit purposes and used to verify medical evidence by the government bodies.

13. Policy Reviews

All Balm Solutions Ltd Policies and Procedures are amended by the nominated person on an annual (12 monthly) basis or as required. Balm Solutions Ltd will on an annual basis engage the services of an independent senior registered nurse to review the appropriateness of Balm Solutions Ltd's Clinical Practices & Procedures.