Employee Handbook

Welcome to Pinnacle Care and Recruitment Limited

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1. Welcome & Introduction

Welcome to Pinnacle Care and Recruitment Limited We are aware that you have a choice of where you can work and we are very pleased you have chosen to work with us.
Pinnacle Care and Recruitment Limited is one of the UK's leading healthcare agencies, providing temporary

assignments to Healthcare Professionals, including Registered Nurses, Doctors, Allied Health Professionals and Healthcare Assistants.
We care about the service that we provide to both our Clients and Candidates. At each stage throughout your journey, our dedicated consultants will be on hand to help you.
This handbook contains important information that will ensure that you are aware of our expectations from you, as well as what you can expect from us. It clearly defines the standards, which you are expected to comply with, and gives you clear policies and procedures to follow.
Please ensure that you take the time to read it thoroughly, familiarise yourself with the information provided and contact us to ask any questions that you may have.
It is important that you fully understand everything that is covered. 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 info@Pinnacle Care and Recruitment Limited.co.uk or speak directly to your consultant.
It is important to note that this handbook outlines Pinnacle Care and Recruitment Limited's own policies and standards. These policies and standards do not supersede the national guidelines of the NMC, GMC or HPC, nor do they supplant any other professional membership bodies or Social Care Councils.
From time to time we will need to update sections of this handbook to reflect changes to current legislation, requirements and internal processes. Whenever this happens, we will send you an email notification. It is your responsibility to review the changes and seek advice if you do not understand any of the content of this handbook.
As a valued member of Pinnacle Care and Recruitment Limited, we promise to do everything we can to ensure that your career with us is both rewarding and enjoyable.
This Agency Worker Handbook was last reviewed in _____ and next review date will be _____

2. What can Pinnacle Care and Recruitment Limited do for you?

2.1 Provide the work you want, when and where you want it

Most agency workers who join an agency say that they do so because they want flexibility in their work. They want to work, but they also want to choose where and when they do so, for a variety of reasons:

- To broaden their experience
- To continue their careers around family life
- To plan their work around other commitments
- To earn additional money

We aim to:

- Get to know our Agency Workers and understand how they like to work. We can offer very flexible shift patterns as well as contract work.
- Support our Agency Workers in their work - we call you after your first shift with the Client, for feedback and for any assistance if required.
- Give people the opportunity to work in different environments - hospitals

(NHS and Private), industry, Ministry of Defence establishments, nursing and residential homes, prisons, schools and home-based nursing care.
We do our utmost to provide a personal and rewarding service for our Agency Workers. With support

nationwide, you can gain access to the widest variety of temporary work in the UK. Our Agency Workers can contact us 24/7 for a more personal service or they can visit us online for the latest vacancies.
We not only have an extensive range of temporary work, but also have permanent vacancies with top healthcare organisations. We can introduce you to companies and establishments, which have suitable vacancies for you. We can arrange interviews and provide you with professional career advice. In fact, all you have to do is let us know the type of permanent work you are seeking and we will provide support and expertise.

2.2 Help you to maintain your compliance

The process of reaching and maintaining compliance with government legislation and Client requirements is managed for you by the Pinnacle Care and Recruitment Limited compliance team. We work with local recruiters; initially to ensure that all new applications are processed efficiently and accurately to maintain each Agency Workers records at full compliance, and then ensuring that you never find that you are unable to work in a particular area because an item in your file is missing or has 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 your compliance consultant if you require any assistance.

Pinnacle Care and Recruitment Limited has a sophisticated computer booking system, which enables your bookings team to identify assignments, which are suitable for you. The most important thing is for you to communicate with your bookings team. Keep your availability updated as it is inevitable that the work will go to those Agency Workers that have updated their availability, as the system provides a list of available Agency Workers, and they are the first to be offered work. In addition to advising us over the phone, you can visit the Pinnacle Care and Recruitment Limited website,
, and submit your availability using our online availability form.
We also ask you that you keep your contact details, including your mobile number and email address, up to date so that we can always contact you at short notice and send you details of available assignments. These details can be quickly and easily amended with an email to info@pinnaclecareandrecruitment.co.uk detailing the changes you need to make.
Self-booking is certainly permissible and is very much welcomed by some Clients. However, you should ensure you inform your bookings team before working the next shift, giving appropriate reference numbers, where applicable, in order for your timesheet to be processed correctly. This is important because we are required to maintain our records and knowing when and where you are working assists us to ensure we give you the best possible service.

2.4 Assignment briefings

We will give you 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), and/plus booking reference number 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
- Care Plan; Health & Safety information

2.5 Payment process - accurate and on time

Once you have submitted a fully completed and authorised timesheet, payment is made by Bankers Automated Clearing Service (BACS) directly into your bank. If we receive your timesheet by 5pm on Monday, your payslip will be sent to you and payment will be made on the Friday. Please refer to the Financial Section (Section 8) for details regarding all aspects relating to timesheets, rates of pay, tax and National Insurance.

3. Before You Start Work

3.1 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 promptly and diligently a required task within the terms of the engagement
    d. shall not make unnecessary use of authority in connection with the discharge of the provision of the services and engagement instructions
    e. shall abide by the Working Time Regulations 1998 and where applicable, New Deal requirements
    f. shall not act in a manner reasonably likely to bring discredit upon the Client
    g. shall not unlawfully discriminate for any reason
    h. shall not falsify records, timesheets, expenses or attempt to de-fraud the Client in any way
    i. shall not corruptly solicit or receive any bribe or other consideration from any person, or fail to account for monies or property received in connection with duties performed under the provision of the Services on an engagement
    j. shall observe the highest standards of hygiene, customer care, courtesy and consideration when working in an health service environment
    k. shall keep confidential information howsoever acquired whether relating to the Client, its business or relating to patients, including but not limited to patient identity, clinical conditions and treatment
    l. shall be competent in understanding and using both written and oral English
    m. shall be able to communicate effectively with the Client's staff, other healthcare workers, patients, carers and the general public
    n. be helpful, pleasant and courteous
    o. have good telephone skills
    p. shall have legible handwriting
    q. shall be confident and able to deal with Client's staff at all levels
    r. shall be able to work with minimum supervision, where appropriate
    s. shall be prompt and punctual

t. shall maintain proper standards of appearance and deportment whilst at work
u. shall be properly and presentably dressed in such uniform and protective clothing, or otherwise, as agreed between the parties
v. shall display your photo ID badge on your clothing at all times during an engagement when you 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
ab. shall, on being charged or cautioned with any criminal offence, notify the agency immediately
ac. shall not misuse or abuse the Client's property
ad. 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
ae. shall not smoke while on the Client's premises except in those areas where smoking is expressly permitted
af. 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 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 to, 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 Pinnacle Care and Recruitment Limited has reasonably requested such information, it is acknowledged that Pinnacle Care and Recruitment Limited 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 the agency, in writing by email or post, if you are under investigation by your

professional body (including, but not limited to, investigations by the NMC, GMC, GDC, HPC, 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, Pinnacle Care and Recruitment Limited 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 Pinnacle Care and Recruitment Limited if you have been (or are) subject to any kind of investigation or prosecution by the police after the Enhanced DBS check was undertaken by Pinnacle Care and Recruitment Limited

3.2 Fitness to practice

The Client may require you to declare, before each occasion on which you are deployed in the provision of the services, that you are fit to practice at that time. In particular, please report illness, especially vomiting or diarrhoea, ear, nose or throat infection or skin conditions to your consultant. Should you not be able to give this declaration truthfully, then Pinnacle Care and Recruitment Limited will be required to provide an alternative Agency Worker.

Due to potential risks to an unborn child, it is important for you to let us know if you become pregnant. If you are concerned that your placement involves unnecessary risks to your health or fitness or that of your unborn child, please do not hesitate to contact us. We are required to perform a health and safety risk assessment for all expectant mothers, so it is important that you keep us informed. In some cases the Client may request that you undergo a medical examination prior to commencing work. Where applicable, 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 if the medical examination demonstrates that it is unsafe 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.

3.3 Enhanced disclosure and barring services (DBS) checks

The nature of the work undertaken by Pinnacle Care and Recruitment Limited Agency Workers is likely to have regular and on-going contact with young people and/ or vulnerable adults. For this reason, it is necessary for us to carry out Enhanced Disclosure (DBS checks), including checks of the Children's and Adult's Barred Lists, as part of the recruitment process.

RENEWAL OF ENHANCED DBS CHECKS Agency Workers are required to either renew their Disclosures annually or be signed up to the annual update service. You will be contacted when yours is due for renewal.

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 "doctors, nurses, allied health 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 Pinnacle Care and Recruitment Limited. This requirement includes convictions, cautions etc, which occur during the Agency Workers registration with Pinnacle Care and Recruitment Limited, including between annual disclosure checks.

CRIMINAL CONVICTIONS/CAUTIONS Pinnacle Care and Recruitment Limited is an Equal Opportunities organisation and as such, aims 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 agency. 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 Pinnacle Care and Recruitment Limited register. Any Agency Worker with convictions/ cautions will be asked to prepare a statement of events surrounding each conviction/caution and, once prepared; this statement should be

returned to us with a copy of their disclosure.
Pinnacle Care and Recruitment Limited's Clinical Governance Panel meets as required to review Positive Disclosures. Due consideration is given to the nature of the role, together with the circumstances and background of any offence and over-riding consideration is given to the care, safety, and protection of Clients. Pinnacle Care and Recruitment Limited 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 may request to see the "Applicant's copy" of your disclosure. To assist us in this process, we do request that you keep us updated with your copy. You have a responsibility to report any cases of suspected abuse of children or vulnerable adults. We have a detailed policy outlining this procedure

3.4 Identification

You may 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 and Enhanced Disclosure (DBS check).
You are also required to wear your Pinnacle Care and Recruitment Limited ID badge, which will be issued to you once you have cleared the compliance process. This ID badge will be valid for a year. 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 must request a new badge by contacting the Compliance Team.
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 Pinnacle Care and Recruitment Limited.

3.5 Personal appearance

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

UNIFORM

You are required to report for work neatly and appropriately dressed. Where applicable, always start work in a clean and neat uniform. If you are not in uniform, you must always abide by the dress code advised by the booking consultant or in any dress code regulation advised to you from time to time. You must never dress in a way that may reflect negatively on the agency. 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 or high heeled shoes) that may be a potential safety hazard or that may prevent you from doing your job properly at all times.
Many of our Clients ask that Candidates wear Pinnacle Care and Recruitment Limited uniforms whilst on shift. Details of how to order a uniform are available on our website or by contacting your consultant. Prices are determined by the supplier and payment is made directly to them. All returns and faults are between you and the supplier and Pinnacle Care and Recruitment Limited receives no financial benefit from recommending you to an approved supplier.

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 constitute a health hazard. The wearing of rings and watches increases the number of bacteria on hands and effective hand washing is difficult to achieve if watches and rings are not removed. We advise that wedding rings and small plain earrings should only be worn. Fob watches should be worn in preference to wrist watches.

3.6 Timekeeping

Please make every effort to ensure you arrive at and leave all bookings at the agreed time, confirmed in your booking confirmation. If, for any reason, you are unable to attend a booking, you should contact us as soon as

possible.

3.7 Engagement/employment by a client

Our terms of business with our Clients include a requirement that the Clients pay us an appropriate recruitment fee in certain circumstances, if they employ directly any Pinnacle Care and Recruitment Limited Agency Worker, who has worked for them previously through the company. This applies equally to temporary or permanent posts, full or part-time. You are required by your Terms of Engagement for Agency Workers to notify your bookings team if you wish to take up any post with a Client of Pinnacle Care and Recruitment Limited for whom you have worked previously, even if you have terminated your registration with Pinnacle Care and Recruitment Limited.

3.8 Commencement of assignment

At the start of each assignment in an establishment, ward or department with which you are unfamiliar, you should request and receive a comprehensive induction 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

4. Important General Information

4.1 Safe guarding Children and Young People

The welfare of the child and young person is paramount. There is a moral obligation on anyone who comes into contact with children to provide them with the highest possible standard of care. Pinnacle Care and Recruitment Limited is committed to practices which protect children from harm. All Pinnacle Care and Recruitment Limited staff must recognise and accept their responsibilities to develop awareness of the issues which cause children harm and how to deal with instances or allegations of abuse/harm as and when these may arise. Our policy on Safeguarding Children and Young People states that all Agency Workers are required to have a valid annual training certificate for Safeguarding Children and Young People. As required, Pinnacle Care and Recruitment Limited will be able to offer you training to the appropriate level.

4.2 Code of conduct

Purpose of the code of conduct:

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

What you need to 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 Pinnacle Care and Recruitment Limited 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 Pinnacle Care and Recruitment Limited, 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 the agency.

Empowerment: 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.

Complaints: Pinnacle Care and Recruitment Limited 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.

4.3 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 the Pinnacle Care and Recruitment Limited. Any concerns you may have regarding confidentiality should be discussed with a Pinnacle Care and Recruitment Limited manager.

4.4 Data protection/access to records

Pinnacle Care and Recruitment Limited is a "data controller" for the purposes of the Data Protection Act 1998. This is because Pinnacle Care and Recruitment Limited holds and uses both "personal data" and "sensitive personal data" about its employees, Clients, Agency Workers and other individuals. The agency 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 (DBS) check, references and Terms and Conditions for Agency Workers.

There may be occasions when your records are disclosed to Regulators and Inspectors (e.g. CQC, CCS, and RQIA) and Clients (e.g. NHS Buying Solutions).

Pinnacle Care and Recruitment Limited will use your personal details and information we obtain from other sources for assessing your suitability for employment with us. If your application is successful, we will use your information for personal administration and management purposes including carrying out appropriate security (or financial) checks and marketing. We may need to share your information for these purposes with our associated companies, our agencies and our Clients.

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

DATA PROTECTION COMPLIANCE OFFICER

In order to ensure that the agency complies with its obligations under the Act, it has appointed a Data Protection Compliance Officer. This individual is Pinnacle Care and Recruitment Limited's Secretary. You should refer to the Compliance Officer if you are in any doubt about any of Pinnacle Care and Recruitment Limited's obligations under the Act.

RIGHTS OF ACCESS (SUBJECT INFORMATION)

The Act gives you the right, on application in writing (and payment of a fee as appropriate), to ask for a copy of the information we hold on you and to correct any inaccuracies. For quality control, training and security purposes, we may monitor or record your communications. Pinnacle Care and Recruitment Limited is not obliged to provide information to you in all circumstances.

A number of exemptions apply and the agency 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 the agency will provide you with reasons why we believe such a decision to be necessary.

All requests for a copy of your information will be submitted to our Operations Manager who will endeavour to respond within 2 weeks. Upon receipt of such data, you should check its accuracy and inform the Operations Manager of any amendments required. It is in the interests of everyone for the information to be accurate and up-to-date.

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.

4.5 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 Data Protection Act 1998.

4.6 Computer use

The Client may at its discretion authorise you to gain access to certain computer systems and certain programs and data within those systems. You shall not attempt to gain access to data or programs to which authorisation has not been given. 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 may be, from the Client's representative
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 Pinnacle Care and Recruitment Limited and if supplied, will be available to you on reasonable request.

4.7 Use of social media

You are personally responsible for what you write in social media. Before you post any comment, you must consider that social networking websites are a public forum, especially "networks", and so what you write might be available to be read by the public, including Pinnacle Care and Recruitment Limited, future employers and social contacts for a long time.

Social media must not be used in a way that breaches any of our other policies or agreements. If a post/blog on the internet would breach any of our policies in another forum, it will also breach them in an online forum.

As an employee of Pinnacle Care and Recruitment Limited, you must:

- State that your views do not represent the views of your employer e.g. by stating "the views in this posting do not represent the views of my employer"
- Remain professional in what you post and in the image you portray in your profile
- Not post disparaging or defamatory comments about Pinnacle Care and Recruitment Limited; our Clients; suppliers and vendors; other affiliates and stakeholders, or any other comment which could be misinterpreted so as to directly or indirectly damage our reputation
- Not post any discriminatory, insulting or obscene comments about colleagues, our customers, Clients, business partners, suppliers, vendors or other stakeholders or anything else they would find offensive
- Not post comments related to your colleagues, our customers, Clients, business partners, suppliers, vendors or other stakeholders without their written permission
- Not breach confidentiality obligations
- Not harass or bully others in any way
- Not breach any other laws or ethical standards e.g. do not use social media in a false way such as pretending to be someone else or make misleading statements

Failure to adhere to these standards may jeopardise your position with Pinnacle Care and Recruitment Limited and also any professional registration you hold.

All staff are responsible for protecting the reputation of the company. If you see any comments which are not permitted as above, please contact info@Pinnacle Care and Recruitment Limited.co.uk as soon as reasonably practical.

4.8 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 the agency 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.

4.9 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. For peace of mind, we advise you to take out your own PI cover. Medical Professionals working outside the NHS should have their own PI cover.

WHO IS NOT COVERED?

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 healthcare professionals e.g. independent midwives; employees of FHS practices; employees of private hospitals; local education authorities; voluntary agencies.

CIRCUMSTANCES COVERED

NHS Indemnity covers negligent harm caused to patients or 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 healthcare 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. For all the details please go to this link: **www.nhsla.com/claims/documents/nhsindemnity.pdf**

4.10 Fraud awareness

In 2006 the Fraud Act came into effect, which recognises fraud as a criminal offence. A person is guilty of fraud if they are in breach of the following:

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

TYPES OF FRAUD WITHIN THE NHS

1. Payroll Fraud - payments made to fictitious employees or fraudulent manipulation of payment; false orinflated 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

4.11 Equal opportunities
Pinnacle Care and Recruitment Limited 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 minorities and communities.

In all aspects of work, the agency operates a policy of equal opportunity and equal access to service. Information may be requested from staff, Agency Workers, applicants or Clients, enabling the agency 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, statistics may be released to relevant authorities.

Pinnacle Care and Recruitment Limited AGENCY WORKERS Equality of opportunity extends to all aspects of the agency's registration process, 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 backgrounds. 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 Pinnacle Care and Recruitment Limited 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 the agency 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 the agency's complaints procedure. This includes removal from our staffing register.

4.12 Dealing with allegations of abuse
Guidelines on dealing with suspicions or allegations of abuse in relation to safeguarding children, young

people and vulnerable adults

DEFINITIONS OF ABUSE

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

- **physical abuse**, including hitting, slapping, pushing, kicking, or inappropriate sanctions
- **sexual abuse**, including encouraging relevant individuals to look at pornography, harassing them by making sexual suggestions or comments, or sexual acts where the individual has not consented, or could not consent or was pressured into consenting
- **psychological abuse**, including emotional abuse, threats of harm or abandonment, deprivation of contact, humiliation, blaming, controlling, intimidation, coercion, harassment, verbal abuse, isolation or withdrawal from services or supportive networks
- **neglect and acts of omission**, including ignoring medical or physical care needs, failure to provide access to appropriate health, social care or educational services, the withholding of the necessities of life, such as medication, adequate nutrition and heating
- **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,thatbasedonaperson'sdisability, 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

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 as 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

REPORTING SUSPICIONS OR ALLEGATIONS OF ABUSE

You should immediately report any suspicion or allegation of abuse to Pinnacle Care and Recruitment Limited. 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.
The agency 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

FOLLOW UP PROCEDURES

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

DATA PROTECTION

Under the Data Protection Act 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.

4.13 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. The agency 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 Pinnacle Care and Recruitment Limited's 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 agency Manager who will discuss the matter with your Client, theirpersonal carer, or other advocate as appropriate, to explain the 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 agency
- 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
- A Pinnacle Care and Recruitment Limited Manager will acknowledge all gifts in writing

Registered Nurses should also refer to the NMC guidelines on gifts. Failure to comply with this policy may result in removal from the Pinnacle Care and Recruitment Limited register.

4.14 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 the agency. 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.

Our complaint procedures enable the Client to make complaints quickly, and the agency shall be required to investigate and resolve a complaint within the prescribed time frames. The Client will, with due regard to the Data Protection Act 1998, provide Pinnacle Care and Recruitment Limited with the necessary information in order for the agency 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, the Pinnacle Care and Recruitment Limited will acknowledge receipt of the complaint. The complaint should be made in writing to the agency.
2. All reasonable endeavours will be made by Pinnacle Care and Recruitment Limited to ensure that all complaints are resolved within fifteen (15) days of the complaint being notified to the agency.
3. The agency 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 Temporary Worker will be afforded the opportunity to state his/her version of events and will be given seven (7) days to respond to Pinnacle Care and Recruitment Limited in writing.
5. All responses will be shared with the complainant and if appropriate, Pinnacle Care and Recruitment Limited 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 Pinnacle Care and Recruitment Limited 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 Pinnacle Care and Recruitment Limited, detailing how the complaint has been resolved.
8. Where there is evidence of malpractice or the complaint is an event that requires notification, Pinnacle Care and Recruitment Limited will immediately notify the Care Commission, The Police, Protection of Vulnerable Adults or Children and where applicable, alert the temporary workers professional body.
9. Pinnacle Care and Recruitment Limited, where necessary, will immediately exclude the Agency Worker from its register whilst an investigation is in progress.
10. Pinnacle Care and Recruitment Limited 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. Pinnacle Care and Recruitment Limited 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.

4.15 The agency worker's regulations

The Agency Workers Regulations (AWR) came into force on the 1st of October 2011 to ensure that temporary Agency Workers are given equal treatment, with regards to pay and certain working conditions. To qualify you must complete 12 weeks of service with the same Client, in the same role.

From the 1st day of each assignment you undertake from October 1st 2011, you will be entitled to information on relevant vacancies at the Client where you are working. In addition to this, where the Client offers employees collective amenities and facilities (such as canteen, childcare facilities, etc) you will be granted the

same access to some of these (unless there is a good reason why you should not).
Your 12-week Qualifying Period also starts from the day that you start working for a Client. This period is not necessarily a continuous 12 weeks as there are certain breaks that pause, stop or re-set the clock. Agency Workers who reach their Qualifying Period will be entitled to the same basic pay and certain working conditions as if you had been directly recruited by the Client to do that same role. Your consultant will be able to advise you on this with more detail based specifically around your job role(s) and conditions. Before being booked into a Client for the first time we will ask you questions about any recent assignments or shifts you have worked at the same Client. It is important that you answer the questions accurately in order that we are able to keep track of your 12 week Qualifying Period.
In the event that your pay or entitlements as an agency worker are lower than if you were recruited directly, you may be entitled to enhanced pay rate or entitlements.
As a result your payslip may look slightly different.
If you change into a different role, the regulations state that we must notify you of your new duties. Where this applies, you will receive additional communication from us.

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 increases or pay decreases 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?

If 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. As 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 THAT I AM NOT RECEIVING MY RIGHTS UNDER THE AGENCY WORKER REGULATIONS?

You must immediately raise your concerns to us by contacting your consultant.

Detailed guidance on the regulations is available online (www.bis.gov.uk) and your consultant will be more than happy to help answer any specific questions that you may have.

4.16 Administration of medicines

Pinnacle Care and Recruitment Limited's policies are written in line with the NMC Code of Professional Conduct and must be adhered to at all times.

All agency workers must ensure that they comply with these at all times. Registered Nurses are also required to conform to the NMC Standards for Medicines Management.

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 the agency or Code of Professional Conduct
- If it is believed that an Agency Worker has acted in an unprofessional manner, the agency reserves the right to remove you from your assignment and not re-assign you until the matter has been investigated and resolved
- If Pinnacle Care and Recruitment Limited 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 the agency
    - Breach of trust involving the agency or the Client
    - Disclosure of confidential information to a third party relating to either a Client or the agency
    - Misconduct and/or gross misconduct - any behaviour which potentially puts any Client, individual or vulnerable person at risk or puts the agency 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 aClient, 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 action
    - 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 Pinnacle Care and Recruitment Limited's procedures or serious breach of the agency's rules
    - Unsatisfactory work
    - Damage, deliberate or otherwise, to or misuse of a Client's or the agency's property
    - Gross negligence which covers acts of neglect, misuse or misconduct and/or not following requirements of the care plan or care instruction (deliberate or otherwise) which exposes Clients, Client/patients, their representatives, colleagues or branch staff to unacceptable levels of risk and/or danger
    - Conviction of a criminal offence, caution by a police constable or being bound over by a court where this is relevant to the worker's employment/ registration or failing to disclose a criminal offence, caution or bind over (including those which would be considered 'spent' under the Rehabilitation of Offenders Act 1976) which occurred before engagement with the agency
    - Inappropriate relationship with the 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 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.

5. Health & Safety

5.1 Health & safety and you

Health & Safety law applies equally to employers, employees and the self-employed and all Pinnacle Care and Recruitment Limited Agency Workers (as self-employed 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.

5.2 Health & safety guidance notes

- 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
- 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

5.3 Safety instructions

- Always familiarise yourself with the Health & Safety policies and procedures for the environment in which you are working and pay particular attention to fire and emergency procedures
- Never attempt a task without first ensuring that you understand the instructions and can carry them out safely
- Always maintain a clean and safe work area
- If you see, or believe you see, an unsafe act or condition, report it to your branch as soon as possible, taking immediate steps to correct it or ask your branch to rectify it. You may be assumed to have agreed to an unsafe condition if you do not comment on it and if you continue working
- Certain jobs require you to wear protective clothing or to use equipment. If you are unsure, ask for advice before you start working
- You must ensure that all cleaning materials or other potentially hazardous substances are correctly stored, labelled and are used in compliance with the manufacturer's instructions in order to reduce the risk of injury or danger to health. All waste or by-products must be properly disposed of
- Only use, adjust, alter or repair equipment if you are authorised to do so
- If you, or the equipment you operate, are involved in an accident, regardless of how minor, report it immediately to your branch. If necessary, get First Aid attention immediately. You should also report

near misses to your branch

- Ensure that all equipment (e.g. hoists) has been maintained properly and that documentary evidence is supplied
- Obey all health & safety rules, signs and instructions. If you are unsure as to what they mean, please just ask

5.4 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 bookings team and describe the hazard that you have identified. You may be asked to complete a risk assessment form, which will be provided for the purpose.

5.5 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 a Pinnacle Care and Recruitment Limited Manager (and/ or to the Local Authority in the case of serious accidents and/or dangerous occurrences).

It is also important that the internal reporting procedure of the establishment is carried out e.g. recording the accident in the accident report book. If you are working in a Client's home, a written record (in the care plan and service records) must be kept of any accident or occurrence that happens in the workplace, however minor. In addition to internal reporting through the accident report/service records, the establishment/ Client must ensure that the following are reported to the appropriate enforcing authority, e.g. The Local Environmental Health Officer:

- Fatal accidents
- Major injury accidents/conditions
- Dangerous occurrences
- Accidents causing more than three day's incapacity for work
- Certain work-related diseases
- Certain gas incidents
- If you suffer a needle stick injury you must attend for treatment immediately and report the incident. If possible take note of the patient's details in order to help identify potential risks. As soon as a needle stick (sharp) injury occurs you should do the following:
    - Encourage bleeding by squeezing site of puncture wound, do not suck
    - Wash the wound with soap and water, do not scrub
    - Cover wound with waterproof dressing

- Report incident to the Branch Manager
- Report to OH Department during normal working hours
- If the injury happens out of office hours report to A&E and inform the branch the next day
- Document the circumstances that led to exposure

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

5.6 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.

As a self-employed person, you have legal duties under RIDDOR that require you to report and record some work related accidents. These include for example, deaths, major injuries, fractures, amputations, dislocations, loss of sight and lost time injuries over 3 days. They must be reported to the Health and Safety Executive Incident Contact Centre.

5.7 COSHH

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

- 00Making 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
    - 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
    - Emergency procedures

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

The agency 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.

6. Occupational Health Requirements

6.1 Requirements

During your registration with Pinnacle Care and Recruitment Limited, you will be asked to complete a health questionnaire to ensure that you are fit to carry out the duties required. In line with current Department of Health guidelines, Pinnacle Care and Recruitment Limited is required to conduct Occupational Health pre-employment screening prior to your first placement. This must be updated on an annual basis and you will be contacted you when an update is required.

6.2 AIDS / HIV

If you believe you may have been exposed to HIV infection in any way you should seek medical advice from your GP and, if advised, undergo diagnostic HIV antibody testing. If you are found to be infected, you must again seek guidance from your GP.

If you are found to be infected, your are obliged to notify Pinnacle Care and Recruitment Limited and, where appropriate, the relevant professional regulatory body.

Please note that the above guidance does not supersede current Department of Health Guidelines (in particular HSC 1998/226) or local practices and procedures. Any information that you disclose will be held confidentially.

6.3 Fitness to Practice

Whenever you attend an assignment, it is important for your own health and that of those in your care that you are fit to practice. You must declare your fitness to practice or otherwise when you accept an assignment. In particular, please report illness, especially vomiting or diarrhoea, ear, nose or throat infection or skin conditions to your consultant.

Due to potential risks to an unborn child, it is important for you to let us know if you become pregnant. If you are concerned that your placement involves unnecessary risks to your health or fitness or that of your unborn child, please do not hesitate to contact us.

We are required to perform a health and safety risk assessment for all expectant mothers, so it is important that you keep us informed. In some cases, the Client may request that you undergo a medical examination prior to commencing work.

7. Your Training & Development

7.1 Appraisals

In order to comply with NHS and Client requirements and to help you to develop your career, Pinnacle Care and Recruitment Limited will carry out annual appraisals with you. During your appraisal, we will discuss your overall performance, training needs and career aspirations. Your appraiser will work with you to define an action plan to work towards over the following year.

Your first appraisal will be due either 3 or 6 months from completing your registration. Pinnacle Care and Recruitment Limited will contact you before your appraisal is due to make arrangements.

7.2 Mandatory and optional training

Training is offered either online or face-to- face, through our training academy and independent third party suppliers at venues throughout the UK.

Where applicable, prices are determined by each individual supplier and Pinnacle Care and Recruitment Limited receives no financial benefit from recommending you to any of these third party suppliers.

You are also under no obligation to update your training through any of the providers that Pinnacle Care and Recruitment Limited are affiliated with and you may provide evidence of training undertaken at your place of work or any other training establishment provided that the certificate meets the relevant compliance requirements.

All training must have been completed during the past 12 months and thereafter you are required to renew all

training on an annual basis. We will endeavour to assist you to obtain training where required and regularly facilitate and provide subsidised courses. Please contact us for details.
All healthcare workers must provide evidence of training completed within the last 12 months covering the following areas:

- Lone Worker Training
- Handling Violence & Aggression
- The Caldicott Protocols
- Health & Safety, including COSHH & RIDDOR
- Infection Prevention & Control, including MRSA & Clostridium Difficile
- Complaints Handling
- Fire Safety
- Basic Life Support (Manual or Face to Face)
- Manual Handling (Manual or Face to Face)
- Safeguarding Children & Young People (POCA Level 2)
- Protection of Vulnerable Adults (POVA)
- Handling Medication
- Mental CapacityAct
- Basic Food Hygiene
- Equality, Diversity and Human Rights Candidates working in certain roles will also be required to evidence training covering the following areas. The extract requirements for you will be discussed with you during your registration process.
- Control & Restraint
- Resuscitation of the New-born
- Paediatric Life Support
- Interpretation of Cardiotocograph
- Traces (CTG Foetal Heart Monitoring)
- Food Safety
- Epilepsy
- Safeguarding Children & Young People (POCA Level 3)

7.3 On-Line Training
Pinnacle Care and Recruitment Limited can offer you on-line training for the following courses:

- Lone Worker Training
- Handling of Violence & Aggression
- The Caldicott Protocols
- Health & Safety, including COSHH & RIDDOR
- Infectionprevention&control,including MRSA & Clostridium Difficile

- Complaints Handling
- Fire Safety
- Epilepsy
- Safeguarding Children & Young People (POCA
- Protection of Vulnerable Adults (POVA)
- Handling Medication
- Mental CapacityAct
- Basic Food Hygiene
- Equality, Diversity and Human Rights

Details of how to access this training will be provided to you during your registration process.

7.4 Domiciliary Care Training
Agency Workers that work within a domiciliary setting, will be required to undergo all mandatory training as listed above including manual handling, CPR and the online courses prior to placement in domiciliary packages. In cases where Agency Workers assist with medication, medication training will be required on an annual basis. In addition to this, the agency will identify package specific requirements and you will be required to either provide evidence to the agency that you meet the standard of training required or you will required to undergo further training. Domiciliary workers will normally be required to undertake shadow shifts/ orientation in advance of being placed with a service user for the first time. All training must be updated annually. Care assistants will be specifically inducted for their roles within a domiciliary care environment and must work in accordance with the care plan that is in place at all times.

8. Payroll Section

8.1 How to contact payroll Pinnacle Care and Recruitment Limited nursing

Queries:
info@pinnaclecareandrecruitment.co.uk
Timesheets:
info@pinnaclecareandrecruitment.co.uk
Telephone:
Pinnacle Care and Recruitment Limited Doctors
Queries:
info@pinnaclecareandrecruitment.co.uk
Timesheets:
info@pinnaclecareandrecruitment.co.uk
Telephone:
If you have any queries relating to your pay, please contact us on the information shown above.
The payroll department is available to take your calls between the hours of 9am– 5pm Monday to Friday. Outside of these hours, please email a member of the team who will come back to you by the close of business on the next working day.
It is in your interest to cross check your payment details contained on your payslip with your timesheets and if for some reason you have been under/ overpaid, the money will be adjusted in the next available payment

run.

8.2 Timesheet information

Timesheets run from Monday to Sunday. All timesheets need to be submitted by 5pm on a Monday to ensure inclusion in the payment run for that payroll week. Deadlines may change around Bank Holidays and we will communicate these changes with you at the time.

Sending in your timesheet

Please send your timesheets just **ONCE** by email or post to:

Email: info@pinnaclecareandrecruitment.co.uk

Post:

To the address detailed on the fact sheet

PHOTOGRAPH – DO NOT PHOTOGRAPH YOUR TIMESHEET

8.3 E-platform clients obtained from our booking team)

There are many more Clients using e-platforms such as NHSP (E-Timesheets), if you work for one of these Clients then it is likely that a paper timesheet will not be required. If you are booked for one of these Clients, our booking team will advise you of this and the processes that you will need to follow to ensure payment. More details will be provided though at the time of the booking.

8.4 Do's & don'ts of timesheets to ensure prompt paymen

The lists below are not exhaustive but if you have any doubt at all please contact a member of the team by one of the methods shown on the previous page.

DO

- Write clearly
- Write in block capitals wherever possible
- Write your Name and Client Name on the top of the timesheet

DON'T

- Send more than one copy of your timesheet
- Photograph your timesheet
- Quote more than one ward on your timesheet
- Quote different week ending shifts on the same timesheet
- Submit your timesheet more than 4 weeks in arrears

FAILURE TO COMPLY

- Delayed payment of wages
- Incorrect payment of wages
- Additional effort required on your part to get the Client to re-sign a corrected timesheet
- A pay correction at a future date if there is an issue raised by the Client timesheet

Many of our Clients are stipulating the above requirements hence why this now needs to be communicated with you.

8.5 An example of a "perfect" timesheet

The example below shows a timesheet that has been completed exactly as it should be. To ensure that your timesheets are processed without delay, please take note of this example, taking care to complete all of the required sections.

Note: Whilst this example uses a Nurse's Timesheet, the same rules apply when completing a Doctor's timesheet.

- A pay correction at a future date if there is an issue raised by the Client timesheet

Many of our Clients are stipulating the above requirements hence why this now needs to be communicated with you.

1. Please ensure you use your full "official" first name – NOT the name you wish to be known by or your initial.
   Please ensure you use your full surname per your registration.
   Please state the full name of the hospital, health centre or nursing home or doctor's surgery where you were placed.
2. Whatever length of break you have please denote as a decimal accordingly. As an example 1hr = 1, 30 mins = 0.5.
   Alternatively, if you don't take breaks, then put NB and ensure that the authorising signatory initials and dates accordingly.
3. Please ensure you only put one ward on one timesheet.
4. Ref No. should either be as supplied by your consultant or you should be able to obtain them at the time of signature.
5. This must be the most senior person on at the time of your shift.

8.6 Candidate Choice
There are several methods in which you can engage with Pinnacle Care and Recruitment Limited. Your recruiter and the registration team will have gone through these with you, but as a reminder:

- **PAYE Candidates**
- You will receive a fixed hourly wage
- We will deduct all the necessary statutory deductions (such as Tax and National Insurance) from your pay at source and will remit these to HMRC on your behalfWhen applicable, we will enrol you on the pension scheme and start making the necessary deductions when the time is appropriate. Your contributions plus the employer's contributions will then be remitted as necessary to the pension provider
- You will be entitled to receive holiday pay and other statutory benefits where applicable

Personal Service Company (PSC) Candidates

- A fixed hourly rate will be agreed between Pinnacle Care and Recruitment Limited and your PSC
- For nursing services, the rate of pay will be quoted at a gross pay rate therefore deemed to include VAT at the prevailing rate
- For Doctor's services you are unaffected by the VAT ruling and will need to advise if you are VAT registered
- Your business must be registered with Companies House at the point of booking
- The contract will be between Pinnacle Care and Recruitment Limited and your PSC as opposed to Pinnacle Care and Recruitment Limited and you as an individual
- You a reliable for all statutory deductions and reporting commitments that come with having your own company
- You will be liable for all tax deductions and payments
- You are not liable for holiday pay or any other statutory benefits
- You will not be automatically enrolled in the pension scheme

Umbrella Candidates

- An umbrella company is a company that acts as an employment bureau to agency contracts
- The relationship is between Pinnacle Care and Recruitment Limited and the umbrella company
- The umbrella company will have the relationship and contract between yourself and themselves
- The umbrella company will be remitted for the pay undertaken by yourselves and they will then pass this onto you after making all the necessary deductions for Tax (including VAT) and National Insurance
- You are not liable for any holiday pay or any other statutory benefits
- You will not be automatically enrolled in the pension scheme
- For nursing services, the rate of pay will be quoted at a gross pay rate
- therefore deemed to include VAT at the prevailing rate
- For Doctor's services you are unaffected by the VAT ruling and will need to advise if you are VAT registered

Self Employed

- We do NOT engage with you on a self employed basis

8.7 Rates of pay
There are different pay rates applicable to different assignments and your consultant will advise you at the time of bookingthe shift with this information. If this information is not provided then please ask your consultant to confirm both your pay rate for that assignment and the grade applicable.

8.8 Promoting Loyalty
Pinnacle Care and Recruitment Limited are committed to developing and promoting a loyal and active

workforce. In order to achieve this, Candidates working on a regular basis are rewarded with benefits including subsidised training and uniforms. The nature and extent of the benefits are discretionary and may be subject to change. For more information regarding the rewards that may be available to you, please contact us.

8.9 Expenses

If expenses have been agreed to be reclaimable then you will need to do this via an expense claim form. This form can be obtained from the payroll department, therefore please call them on the numbers shown previously or email them accordingly to obtain the necessary form:

- info@pinnaclecareandrecruitment.co.uk

You will also need to ensure that you have your expense claim form signed off by the Client where appropriate and by the most senior person on shift. You should do this when you get your timesheet authorised and submit the two forms to payroll at the same time for processing.

8.10 Holiday pay

The holiday year runs from 1st October to 30th September each year. Annual leave can only be paid during the leave year in which it is accrued.

- You cannot claim holiday pay whilst you are working therefore please ensure you submit a request for a period where you do not have any shifts
- You can only take the amount of holiday at any one time that you have accrued and this information is provided to you on your payslip
- All holiday must be requested via the holiday request form. This form is available from payroll therefore please either call the payroll departments or email them on:
    - info@pinnaclecareandrecruitment.co.uk

Once the team have received your request they will process accordingly, however we reserve the right to reject any holiday claim based upon your booked shifts and timesheets that have been processed. A member of the payroll team will contact you if your claim is being rejected.

8.11 Payslips & notification of your pay

How you receive your payslip We are striving to provide more information to you via email and text message and we would like to extend this to how you receive your payslips. Payslips will be sent to you via email, please therefore ensure that we are kept up to date with all your contact information. If you do not have an email address then please contact the payroll department and we will make alternative arrangements.

Text messaging

You will receive a text message any time we make a payroll payment to you. This text message will include the net amount of the payment and will detail the date that these will be cleared funds into your bank account. This payment made to you could be at any point during a payroll week depending on the circumstances, therefore please ensure that you wait until you have received your final payslip for that week before contacting us to query your payments.

Please bear in mind however, if you engage with Pinnacle Care and Recruitment Limited through an umbrella company, the funds will be paid into their account and they will need to remit the funds to you.

Again, please ensure that we are kept up to date at all times with your mobile phone number.

8.12 Method Of Payment & Bank Account Changes

Payment will be made by Bankers' Automated Clearing Services (BACS) directly into your bank/building society account. Unfortunately, we do not have the ability to pay you via cheque therefore you must supply

accurate bank details at the time of registration.
If at any point during your engagement with Pinnacle Care and Recruitment Limited you need to change your bank account, then please contact the payroll team on one of the methods shown (see 8.1) and they will send you a bank account amendment form.
You will need to allow up to 14 days upon receipt of the completed form for this change to take affect therefore please ensure that you do not close your bank account until after this time has elapsed.
A member of the payroll team will confirm via email when your requested change has been processed and the date upon which your new account will be effective for your pay.

8.13 Contact Details It is your responsibility to ensure that at all times the payroll department of Pinnacle Care and Recruitment Limited is kept up to date with your personal information, this includes:

- Marital Status
- Home Phone Number
- Email Address
- Mobile Phone Number
- Residential Address

Should you require a change of details form, please contact a member of the payroll team to request a copy to be sent to you as and when required.
Again please ensure that we are kept up to date at all times with your mobile phone number.

8.14 Tax Code Changes

HM Revenue and Customs will notify us (via a P6) automatically of any necessary Tax code changes which need to be applied to your pay when you engage with Pinnacle Care and Recruitment Limited as a PAYECandidate.
If you believe your Tax code is incorrect and you have received notification from HMRC to support this belief, please contact a member of the payroll team on one of the methods shown above. You will also need to provide us with a scanned copy of your notification for us to follow up directly with HMRC to obtain confirmation from them that we are able to use the code that you have supplied to us.
If you have any queries with regards to your tax please contact HMRC directly on 0300 200 3200 and you will need to quote the PAYE ref of: 875 / XZ76024. You will also need to quote your National Insurance number.

8.15 National Insurance

When you engage with Pinnacle Care and Recruitment Limited as a PAYE Candidate then deductions in respect of Class 1 National Insurance will be made by the agency on your behalf, if your earnings exceed the National Insurance threshold.
If you are entitled to reduced National Insurance contributions or are exempt from paying contributions, you must produce the appropriate certificate so that we can record this information appropriately.

8.16 Statutory Sick Pay (Ssp)

If you are engaged with Pinnacle Care and Recruitment Limited as a PAYE Candidate and you have earned over the National Insurance LEL (Lower Earnings Limit) then you will be automatically entitled to SSP subject to submitting a valid certificate from your GP. SSP is payable after 3 days of sickness.
To qualify for SSP you must:

- Have done some work for the employer
- Have been ill for at least 4 days in a row
- Earn more than the LEL threshold per week

- Notify Pinnacle Care and Recruitment Limited of your sickness

8.17 Statutory Maternity Pay (Smp)
If during your engagement with Pinnacle Care and Recruitment Limited you become pregnant and you are a PAYE Candidate with earnings over the National Insurance LEL (Lower Earnings Limit) then you could be entitled to Statutory Maternity Pay (SMP) subject to certain criteria and providing proof of your pregnancy from your Health Visitor or GP.

To qualify for SMP you must:

- Earn on average at least more than the LEL threshold per week
- Provide us with proof that you are pregnant by way of a MAT B1 form
- Have worked for Pinnacle Care and Recruitment Limited continuously for at least 26 weeks up to the 15th week before the expected week of childbirth

8.18 VAT
If you engage with Pinnacle Care and Recruitment Limited under either a PSC or umbrella company then the following ruling applies in relation to VAT:

- If you are providing nursing services the rate of pay will be quoted at a gross pay rate therefore deemed to include VAT at the prevailing rate
- If you are providing Doctor's services then you are unaffected by the VAT ruling and will need to advise if you are VAT registered
- If you are not VAT registered then this will have no effect on your pay rate

8.19 Auto Enrolment Pensions
Due to an early staging date Pinnacle Care and Recruitment Limited are obliged to adhere to the Auto Enrolment Pension legislation.

When you engage with us as a PAYE Candidate and your first timesheet has been processed we will automatically enrol you with our provider – NEST (National Employment Savings Trust). At this point of enrolment you will be provided with a factsheet and letter detailing more information.
There is an initial 3 month deferment period which we will operate from the date of your first timesheet therefore no deductions will be taken during this period. Once you have been enrolled fully onto NEST you will receive an information pack from them with your scheme details.
If after the 3 month deferment period and once deductions have commenced you wish to opt out then this can take place by following one of the methods shown below:

- Phone NEST directly and opt out over the phone
- Phone NEST and request an opt out form which you will then need to submit to Pinnacle Care and Recruitment Limited
- Log onto the NEST website and opt out

There is a one month grace period from the commencement of your deductions whereby, once you have opted out, these contributions can be refunded. If you opt out after this one month grace period, then contributions are non-refundable.

8.20 Insurance Guidelines

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

Insurance against Personal Accident and Illness

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. The agency advises all Agency Workers to seek the services of an independent Financial Advisor in the first instance to ensure that they are covered in such an event.

Motor Insurance

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

Recording an accident/incident

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

NOTES