



Bolton Clinical Commissioning Group

# Recruitment & Selection Code of Practice & Procedures- Safer Recruitment

<b>Policy Number</b>	RECRUIT 001
<b>Target Audience</b>	CCG staff
<b>Approving Committee</b>	CCG Chief Officer
<b>Date Approved</b>	December 2017
<b>Last Review Date</b>	November 2014
<b>Next Review Date</b>	3 years from review – December 2020
<b>Policy Author</b>	HRBP GMSS
<b>Version Number</b>	Final v1.0

The CCG is committed to an environment that promotes equality, embraces diversity and respects human rights both within our workforce and in service delivery. This document should be implemented with due regard to this commitment.

This document can only be considered valid when viewed via the CCG's intranet. If this document is printed into hard copy or saved to another location, you must check that the version number on your copy matches that of the one online.

Approved documents are valid for use after their approval date and remain in force beyond any expiry of their review date until a new version is available.

### Version Control Sheet

Version	Date	Reviewed By	Comment
Draft v0.1	Nov 14	CCG Executive	Minor comments prior to approval
Draft 1	March 2017	HRBP - GMSS	Updated
Final v1.0	Dec 17	CCG Chief Officer	Removal of apprenticeships on page 23. Add in about family members page 26. Review of names included at page 31.

Analysis of Effect completed:	By:	Date:
-------------------------------	-----	-------

<b>Contents</b>	<b>Page</b>
1. Introduction	5
2. Principles	5
3. Procedure	6
4. Secondments	18
5. Fixed Term Contracts	21
6. Volunteer Workers	25
7. Work Experience	26
8. Bank/Zero Hours	28
9. Contract Options	29
10. Key Contacts	31
11. Equality	32
12. Monitoring and Review	32

Appendix 1	Sample Job Description and Person Specification Template	33
Appendix 2	Sample Job Advert Template	42
Appendix 3	Recognition of Previous Experience form	43
Appendix 4	Secondment Agreement Template	46
Appendix 5	Handling of DBS certificate information	52
Appendix 6	Confidentiality Agreement	53
Appendix 7	Volunteer Placement Letter Volunteer Agreement Young Persons Health and Safety Risk Assessment Form	54
Appendix 8	Work Experience Agreement	59
Appendix 9	Document flow for permanent & fixedterm employees, clinical leads & executive governing body members	61
Appendix 10	Document Flow for Short term GP Clinical Lead roles less than 6 months	62
Appendix 11	Document Flow for Inward secondments	63
Appendix 12	Document Flow for Outward secondments	64
Appendix 13	Document Flow for Temporary Agency Staff	65
Appendix 14	Document Flow for On payroll changes or terminations of contracts	66
Appendix 15	Document Flow for Off payroll changes or terminations of contracts	67
Appendix 16	Staffing Establishment Control form	68
Appendix 17	Bolton CCG Off-Payroll Establishment Control form	70
Appendix 18	Clinical leads advertising process	72
Appendix 19	Clinical Lead Payment Schedule	75
Other forms	ESR 1(r) Recruitment request form	76
	ESR 2(r) New Starter Appointment form	
	ESR 2.1(r) New Starter Bank Details form	
	ESR 2.1(e) Notification to Change Employee information form	
	ESR 8(l) Notice of Termination form	

## **RECRUITMENT & SELECTION CODE OF PRACTICE & PROCEDURES – SAFER RECRUITMENT**

### **1. INTRODUCTION**

- 1.1 The Recruitment and Selection Code of Practice is designed to support managers in providing a fair, consistent and lawful approach to the recruitment of all workers.
- 1.2 The CCG aims to develop and maintain an environment that deters and prevents the appointment or employment of unsuitable people and challenges inappropriate behaviour. Safeguarding and promoting the welfare of children and adults at risk is an essential part of creating 'safer' environments.
- 1.3 The CCG actively promotes equality of opportunity for all and welcomes applications from a wide range of candidates. Candidates are selected for interview based on their skills, qualifications and experience.
- 1.4 As an NHS Employer, the CCG must take steps to prevent unsuitable people obtaining employment in the NHS. The CCG complies fully with the NHS Employment Check Standards ([NHS Employment Checks Standards](#)) and the Disclosure & Barring Service ([DBS Code of Practice](#)) and undertakes to treat all applicants fairly and consistently at each stage of the recruitment process in line with these.
- 1.5 In accordance with NHS Employment Check Standards the CCG will undertake the necessary document checks (see 3.8.1) on every prospective worker. This includes permanent staff, staff on fixed term contracts, volunteers, students, trainees, contractors. The CCG will seek assurance that these pre employment checks have been carried out by all agencies providing workers.
- 1.6 This Code of Practice applies to every vacancy within the CCG.
- 1.7 Training can be provided by People Services in the implementation and application of this policy where a training need is identified and training commissioned.

### **2. PRINCIPLES**

- 2.1 Recruiting and inducting workers is an expensive business. By following a robust recruitment process and investing time in planning and carrying out the process will ensure that the right candidate is selected for a role.
- 2.2 How managers carry out the recruitment process is a direct reflection of the professionalism, values and behaviours of the CCG. Prospective workers may use their experience as a indication for what it is like to work for the CCG.

- 2.3 The CCG endeavours to be an equal opportunities employer and has taken measures to ensure that any opportunity for discrimination during the recruitment and selection process is minimised. Personal information is removed from application forms prior to shortlisting and is used for monitoring purposes only. The CCG will also ensure that objective selection criteria are used, the decision making process is recorded and it can be demonstrated that appointments are made on merit.
- 2.4 The CCG will ensure that all employees who are responsible for undertaking recruitment and selection are suitably trained and have the necessary knowledge and skills. Training in recruitment and selection can be provided by People Services. Contact [hr.bussinessservices@nhs.net](mailto:hr.bussinessservices@nhs.net) to find out more.
- 2.5 This policy complies with current legislation, statutory duties and codes of practices for workforce safer recruitment and employment and equality and diversity.
- 2.6 Data is held securely, and is destroyed in line with the Data Protection Act 1998 and the NHS Records Management Code of Practice. Only information essential to the recruitment decision will be obtained and will be kept in accordance with the Act and NHS Code of Practice.
- 2.7 The CCG must comply with the regulations of HM Revenue and Customs (HMRC), NHS Pensions and Department of Health in its obligations as an employing authority. The majority of individuals are engaged with the CCG with a contract of employment; some individuals are engaged via a contract for service and must be paid by payroll.
- 2.8 There are other methods of engaging individuals to undertake work on behalf of the CCG that do not have a contract of employment with the CCG, and therefore not paid via payroll. Each scenario is described in more detail in section 10.

### **3. PROCEDURE**

#### **3.1**

- 3.1.1 It is recommended this Code of Practice should be read in conjunction with the People Services recruitment process map. The People Services recruitment process including forms must be followed. The following forms are part of the People Services process and are available on People Direct:

- Recruitment Authorisation Form
- Interview Schedule
- Interview Scoring Grid
- Interview checklist
- Post interview summary form
- New Starter Form

- Employee Change form (relevant for internal appointments)

By following the People Services process the CCG will ensure that a robust and efficient end to end recruitment process is carried out that is fully auditable, compliant and results in a cost effective and suitable hire.

3.1.2 It is recommended that this Code of Practice should be read in conjunction with the CCG's:

- Organisational Change Policy
- Travel and Subsistence Policy
- Equality and Diversity/Equal Opportunities Policy
- Recognition of Previous Experience Process and form

In addition, People Services can provide advice on issues concerning fixed term contracts, Agency Regulations, Agenda for Change terms and conditions of employment and incremental points (starting points and incremental pay dates).

## **3.2 Identifying a Vacant Post**

3.2.1 Before deciding to fill a vacancy the recruiting manager may find this checklist useful :

- Can the work itself be eliminated?
- Can the work be absorbed by re-organising existing resources?
- Has the job changed? If so, have you revised the job description and person specification? Does the job require AFC job evaluation/banding?
- Is it a new job? Have you written the job description and person specification? Has the job been AFC job evaluated/banded?
- Can skill mix be considered as an alternative?
- Will the job be permanent/temporary/fixed term/ secondment?

3.2.3 Advice concerning any of the above is available from the People Services Recruitment Team.

## **3.3 Appointing to a vacant post without advertising**

3.3.1 If a post becomes available on a temporary basis due to reasons such as maternity or long-term sickness cover, the Recruitment and Selection process should be followed when selecting a worker to cover the vacancy. In such circumstances, it may be appropriate to advertise and recruit to the vacancy from a specific group of staff, for example, where the post is of a specialist nature.

3.3.2 Should the post then become available on a permanent basis at a later time, it may not be necessary to repeat the standard recruitment process. A manager may wish however to readvertise the post at this stage to a wider pool of candidates. Consideration should be given due to the length of time an individual has been in a temporary post. Managers should seek advice from People Services where this is being considered.

3.3.3 Appointing to a post without advertising should only be done where it can be demonstrated that the initial selection for the post was made fairly and equitably, i.e. other people were also given the opportunity to apply and compete for the post.

3.3.4 Temporary appointments should be reviewed by the relevant line manager between 10 and 12 months after appointment in order to decide whether the temporary position can be ended and the worker confirmed in the position.

### **3.4 Ring Fencing**

3.4.1 The 'ring fencing' of vacancies would normally only apply where staff are at risk. Where managers are considering 'ring fencing' vacancies for any other reason they must first discuss with a HR Business Partner / Advisor and local Trade Union Representative prior to doing so.

### **3.5 Developing / Reviewing a Job Description and Person Specification**

3.5.1 Having decided that a vacancy exists a Job Description and Person Specification must then be completed for the post. If it is an existing post then the current job description and person specification should be reviewed and any necessary changes made. If it is a new job the job description and person specification should be developed at this stage.

3.5.2 The job description must summarise the role and responsibilities of the post holder in a concise and accurate way. By doing this a recruiting manager is more likely to attract a pool of suitable applicants.

3.5.3 The person specification must define the qualifications, skills, experience, knowledge and aptitudes etc. that are required by a person to fulfil the role. The criteria must be categorised as either essential (the minimum standards required to perform the job adequately) or desirable (the standards which will enable the person to perform the job more effectively). The assessment criteria should also be identified in the person specification as:

- A = assessed at application form/shortlisting stage,
- I = assessed at interview,
- T = assessed via a test,
  - AC = assessment centre,
  - P = presentation,



- C = certificate

The criteria used should be competency based to enable candidates to demonstrate at the application and interview stages how they meet the necessary criteria.

- 3.5.4 It is important that the criteria used in the person specification are completely justifiable in order to demonstrate that decisions are made on merit.
- 3.5.5 All new job descriptions and person specifications for Agenda for Change roles must be prepared and evaluated in line with the Agenda for Change (AFC) job evaluation procedure. If an existing job description has been reviewed and changes made please contact People Services to discuss and decide whether the job requires an AFC re-evaluation.
- 3.5.6 A template job description is available for use in Appendix 1. The CCG logo should be added to the template job description by the recruiting manager prior to forwarding to People Services.

### **3.6 Advertising a Vacancy**

- 3.6.1 The majority of jobs will be placed on the NHS jobs website where applicants are required to apply online – a template advert is available for use in appendix 2.
- 3.6.2 Where alternative external advertising is requested, the recruiting manager in conjunction with the People Services recruitment team will agree the most efficient and effective method of advertising e.g. newspapers, professional journals, websites, social media etc seeking advice from the People Services Recruitment Team as required.
- 3.6.3 Where a vacancy is to be advertised internally only the CCG's internal communications channel should be used by the recruiting manager.



### **3.7 Shortlisting**

- 3.7.1 Shortlisting should wherever possible be completed within 1 week after the closing date.
- 3.7.2 The shortlisting panel should consist of at least two people; one should be the recruiting manager.
- 3.7.3 The shortlisting process is an online process. The recruiting manager is sent the link to the candidate review pages on NHS Jobs along with instructions on how to use online shortlisting. If required the shortlisting panel can contact the People Services Recruitment team with any queries about the online shortlisting.

During the shortlisting process the panel must ensure

- They take the time to properly scrutinise all applications
- They are consistent in considering all applicants
- They highlight any gaps to be explored at interview

3.7.4 As a CCG positive about employing disabled people, all applicants with a disability who meet the essential criteria should be shortlisted and invited to interview. Applicants who have declared that they have a disability are identified on NHS Jobs as having ✓✓ next to their application number.

26: <a href="#">AR-115-514-457</a>	In Review  <input type="checkbox"/>
Applied: 17/03/2014	
Reviews requested: No Shortlist info: None Interview score: None	<b>Actions</b>
38: <a href="#">AR-115-520-747</a> ✓✓	In Review  <input type="checkbox"/>
Applied: 18/03/2014	
Reviews requested: No Shortlist info: None Interview score: None	<b>Actions</b>

3.7.5 Shortlisting decisions and rationale must be captured online. By recording these decisions it also ensures that you are able to provide feedback to the candidates who request it.

3.7.6 The recruiting manager should inform the People Services Recruitment team member handling the vacancy when online shortlisting is complete.

### 3.8 Safer Selection

3.8.1 The Recruiting Manager should plan appropriate selection process; a range of measures to assess the competence of applicants is more likely to result in a successful appointment. Advice on interview methods and assessments can be provided by People Services. For example, for senior appointments assessment centres including a range of tests may be appropriate. Due to the requirement to design and plan assessment centres, a recruiting manager should contact People Services well in advance of any vacancy being advertised should they wish to hold an Assessment Centre.

3.8.2 It is the responsibility of the recruiting manager to ensure the interview panel prepare interview questions in advance of the interview day and to ensure that all interview criteria within the person specification marked as “I” are assessed. Questions should test and probe for evidence of whether a candidate meets the competencies at the required level.

3.8.3 It is the responsibility of the recruiting manager to ensure that a disabled candidates needs are taken into consideration prior to attending the

interview and that reasonable adjustments are made for that candidate if required. Contact People Services for further advice.

3.8.4 Those involved in the recruitment interview should ensure they focus on the needs of the job and skills needed to perform it effectively and make notes throughout. All interview notes should be retained and filed with the People Services Recruitment Team and will be retained for 12 months. Interviewers should be mindful that interviewees can request to see the interview notes.

### 3.9 Safer Recruitment - Pre Employment Checks

3.9.1 All pre employment checks will be undertaken in accordance with NHS Employment Check Standards as follows:

Checks for all candidates	Information
Verification of identity checks	<p>The purpose of undertaking identity checks is to minimise the risk of employing or engaging a person in any activity within the NHS who is an illegal worker, or a person that is impersonating another.</p> <p>Identity checks are designed to</p> <ol style="list-style-type: none"> <li>determine that the identity is genuine and relates to a real person</li> <li>establish that the individual owns and is rightfully using that identity</li> </ol> <p>Original documents allow you to check an employee's:</p> <ul style="list-style-type: none"> <li>full name – forenames and last name</li> <li>signature</li> <li>date and place of birth</li> <li>current address and provide biographical information that can be verified and cross-referenced.</li> </ul>
Work Health Assessment	<p>All NHS staff must have a work health assessment. The purpose of a health assessment is to assess whether new employees:</p> <ol style="list-style-type: none"> <li>have a health condition or disability that requires adjustments in the workplace to enable them to undertake the post offered; or</li> <li>have a health condition or disability that requires restrictions to their role</li> </ol> <p>The assessment should take place after any offer of appointment (whether conditional or unconditional), but prior to commencement of their employment or training.</p>
Proof of relevant qualifications and professional registration	<p>Qualification checks are necessary to validate the information provided by an applicant in relation to their educational or professional qualifications. Applicants may not always have the original documentation and employers will need to make an appropriate risk based</p>

	<p>assessment in relation to the priority given in the person specification to that qualification, and the level of checks required.</p> <p>Information on professional registration checks is available on <a href="#">NHS Employers</a></p>
<p>Proof of right to work</p>	<p>There are three steps that employers must work through to confirm a prospective worker has the right to work in the UK:</p> <ol style="list-style-type: none"> <li>a) request right to work documents</li> <li>b) validate the documents</li> <li>c) copy and securely store documents.</li> </ol> <p>The employer must assess the eligibility of an individual's right to work in the UK by verifying specified documentation available on <a href="#">NHS Employers</a>.</p> <p>For a first breach in a three-year period, the new starting penalty is £15,000 per illegal worker. For a second or subsequent breach in a three year period the starting point is £20,000 for more information refer to <a href="#">Illegal Working penalties guide</a>.</p>
<p>Receipt of satisfactory references</p> <p><i>References play an integral part in the overall recruitment process In addition to the other selection criteria used, references allow a prospective employer the opportunity to:</i></p> <ol style="list-style-type: none"> <li><i>a. confirm biographical data about a candidate (i.e. dates of previous employment, position held, salary etc)</i></li> <li><i>b. have an opinion of the candidate's suitability to carry out the duties of the role for which they are being interviewed, and to ensure there are no concerns about the applicant's suitability to carry out the tasks</i></li> <li><i>c. learn about any other matters (this might include issues around conduct, sickness absence, attendance or any other concern that a new employer should be aware of)</i></li> </ol>	<p>As chair of the interview panel it is the recruiting manager's responsibility to check the referee details given by each candidate to ensure that the referees given cover the previous 3 years in training/employment.</p> <p>For all new appointees coming into the NHS for the first time seek to validate a minimum of three years continuous employment and/or training including details of any gaps in service.</p> <p>Where an individual has been with one employer for three years or more, one confirmation of employment/training is sufficient, provided that all requested details have been confirmed by the previous employer. Where a prospective worker has changed employment frequently within the last three years, a sufficient number of confirmations must be obtained to cover the continuous three years history.</p> <p>For appointees who are moving from another NHS organisation or another NHS staff bank, seek reference(s) from the applicant's current/last NHS employer.</p>
<p>Receipt of satisfactory DBS check (if appropriate)</p>	<p>When recruiting to a vacant post it is the recruiting manager's responsibility to decide whether a position requires a DBS check and if so, what level of check is required. To assist this decision making process, recruiting managers can use the DBS tool. To be eligible to request a check of the children's or adults' barred lists, the position must be eligible for an enhanced level DBS</p>

	<p>certificate as above and be specifically listed in the Police Act 1997 (Criminal Records) regulations as able to check the appropriate barred list(s).</p> <p>If a DBS check is required the recruiting manager must inform the People Services Recruitment Team via the Recruitment Authorisation Form which will ensure that the requirement for a check is made clear in the advertisement. Managers advertising jobs on their own websites / social media accounts should ensure that their advertisement contains the information below.</p> <p><i>The CCG will only ask for details of 'unspent' convictions as defined in the Rehabilitation of Offenders Act 1974. However, the CCG reserves the right, if necessary, to ask details about an applicant's entire criminal record.</i></p> <p><i>Having a criminal record will not necessarily bar a potential worker from working with the CCG. This will depend on the nature of the position and the circumstance and background of the offence(s).</i></p>
--	--

### **Healthcare Professional Alert notices**

In addition to the NHS Employment Check Standards the Healthcare Professional Alert Notices (HPAN) will be checked for all prospective applicants that are required to be professionally registered with a regulatory body.

The HPAN is a system that is used to inform NHS bodies and others of healthcare professionals whose performance or conduct gives rise to concern. Notices are usually used whilst the regulator is considering the concerns and provides an additional safeguard during the pre-employment checking system.

### **Agency Workers checks**

Agency Workers are not employed by the CCG but are engaged as workers to provide work for the CCG. Workers who are engaged via Agencies must have undergone the necessary pre-employment checks through the agency.

In order to ensure a compliant service, the CCG will work with Agencies sourced via the Non-Medical Non Clinical Crown Commercial Services Framework which sets out the requirements for carrying out checks on Agency Workers. The Recruiting Manager should ensure they have confirmation in writing from the Agency that the required checks have been carried out.

## **3.10 Starting Salary and Incremental Dates**

- 3.10.1 All employee promotions and incremental dates should be determined in line with Agenda for Change Terms and Conditions of Employment unless the CCG has reason to make a variation. Any variation to Agenda for Change Terms and Conditions of Employment should however be discussed with a member of the Employee Relations Team in People Services prior to an agreement being made with the employee.
- 3.10.2 In line with Section 2 of Agenda For Change Terms and Conditions of Service, the incremental date for newly appointed or promoted staff will be the date they take up their post.
- 3.10.3 When an internal candidate or a candidate from another NHS organisation is offered a job that is at a higher pay band, pay should be set at the minimum of the new pay band. However, if this would result in no increase either because the individual is receiving a bonus or recruitment and retention premium or because they are at the top of the band, the individual would go to the first pay point in the band which would result in an increase in pay.
- 3.10.4 When an internal candidate or candidate from another NHS organisation is offered a job that is at the same pay band as their current role, they would normally move across on the same pay point.
- 3.10.5 When an internal candidate is appointed to a new role, and they move up only one pay point, their incremental date will remain the same. Where they move up two or more pay points, their incremental date will become the anniversary of the date of change.
- 3.10.6 All new starters will be appointed at the bottom of the pay band. In exceptional circumstances and in recognition of relevant experience gained outside the NHS, the authorisation for a successful external candidate to be appointed further up the pay scale may be sought (Appendix 3 CCG Recognition of Previous Experience form) prior to a salary offer being made.
- 3.10.7 In recognition of relevant experience gained outside the NHS, a recruiting manager may wish to request approval from the CCG to start an internal candidate at a salary higher than the bottom of the pay band. Before confirming any starting salary to an applicant the recruiting manager must seek authorisation to do so by completing a CCG Recognition of Previous Experience form (Appendix 3).
- 3.10.8 When seeking written approval for recognition of previous experience the recruiting manager and the manager considering the request should take into consideration the impact of the decision with regards to equality, precedence and impact on current employees.

### **3.11 Withdrawing an offer of employment**

- 3.11.1 If, after careful consideration, it is decided to withdraw the conditional offer of employment the grounds for withdrawal must be made very clear by the recruiting manager e.g. due to unsatisfactory references or other pre-employment checks. In order for the offer of employment to be withdrawn the reasons for the decision for withdrawal will be made in writing to the applicant. This decision must be made in conjunction with advice from the People Services Recruitment Team.
- 3.11.2 It should be noted that an applicant has the right to request all documentation relating to their offer of employment and the subsequent withdrawal of employment.

### **3.12 Making Reasonable Adjustments**

All candidates will be asked if they require adjustments to facilitate their attendance at interview.

- 3.12.1 If a disabled candidate is selected for appointment, the need for reasonable adjustments to the role must be discussed with the individual concerned. Where it is agreed that reasonable adjustments need to be made this should be discussed with Occupational Health and advice should be taken from the People Services Recruitment Team.
- 3.12.2 Funding and support may also be available from Access to Work – <http://www.gov.uk/accesstowork>

### **3.13 Reserve Candidates**

- 3.13.1 Where more than one candidate meets the interview selection criteria the Panel may decide to list second and third choice candidates. Where the first choice candidate is unable to take up employment, for any reason, the second candidate may be offered the position and so on. Reserves may be held for a period of 6 months and if there is the requirement to fill the same post during that period the reserve candidate may be offered the position without having to repeat the recruitment process. It is good practice to inform a candidate if this is going to be the case.

### **3.14 Feedback**

- 3.14.1 It is good practice to offer verbal feedback to all applicants at all stages of the recruitment process. Feedback would normally be provided by one of the shortlisting panel members (at the shortlisting stage) and one of the interview panel members (at the interview stage).
- 3.14.2 The People Services Recruitment team will contact the recruiting manager if any requests for feedback are received via People Services.
- 3.14.3 If Managers are unsure of how to deliver constructive feedback to

candidates, please contact People Services for support.

3.14.4 All recruitment paperwork should be returned to People Services where it will be retained for a minimum of 12 months.

### **3.15 Expenses**

3.15.1 Interview expenses are not payable under any circumstances.

### **3.16 Retention Premia**

3.16.1 As outlined in the AFC Terms and Conditions of Employment Handbook, a recruitment and retention premium is an addition to the basic pay of an individual post or specific group of posts where market pressures would otherwise prevent the employer from being able to recruit staff to and retain staff in, sufficient numbers for the posts concerned, at the normal salary for a job of that weight.

3.16.2 Advice must be sought from the People Services Recruitment Team at the outset of the recruitment process if the application of a recruitment and retention premia is being considered. Recruitment and retention premia should be applied in line with arrangements defined within Section 5 of the NHS Agenda for Change Terms and Conditions of Employment.

### **3.17 Temporary Promotion**

3.17.1 An opportunity for a temporary promotion into a higher pay band would occur, usually (but not exclusively) in the following circumstances:-

- A vacancy has arisen that has not yet been filled but there is a requirement for the post to be covered
- Cover for a member of staff who is on long term sick leave / maternity leave / adoption leave / career break
- Short term opportunity/ project work at a higher level of responsibility (it is strongly recommended that a revised job description is produced and AfC evaluated).

Temporary promotions are not intended to be used to cover annual leave.

3.17.2 Under normal circumstances, the post would be advertised internally across the CCG and a selection process would take place in order to select the appropriate candidate to move temporarily into the position. Where an individual has been temporarily promoted into a post via a recruitment process and the post becomes available due to the substantive post holder not returning to work. Each situation would need to be reviewed individually to determine whether the post is to be offered permanently to the candidate or whether further recruitment is to be required.



3.17.3 There may be occasions where it is not appropriate to open up the opportunity to the whole CCG. Examples may include:-

- It is a specialised position requiring specific qualifications or areas of expertise.
- The short duration of the temporary move or that there is a business requirement to fill the post urgently or quickly.

In these cases, the post would be 'ring-fenced' to certain members of staff.

3.17.4 In any case where a manager believes that a post should be ring-fenced or restricted in any way, they must seek approval from the Chief Officer in the first instance and where it is appropriate, Trade Unions may be consulted before a decision is made. Where recruitment is limited due to the short term nature of the post, or no recruitment takes place and the post becomes available on a long term or permanent basis, a further recruitment should take place to open up the vacancy to the wider CCG.

3.17.5 A temporary promotion to a post in a higher pay band will not normally be for periods of less than one month and would not normally exceed 12 months, except in cases where the substantive post holder is absent for longer than 12 months for example, if on a career break, long term sick or maternity leave.

3.17.6 Pay should be set at the minimum of the new pay band. However, if this would result in no increase either because the individual is receiving a bonus or recruitment and retention premium or because they are at the top of the band, the individual would go to the first pay point in the band which would result in an increase in pay.

3.17.7 Where there has been more than one extra pay point awarded, then the incremental date for the period of the temporary promotion becomes the date that the appointment commenced. When the temporary promotion period has ended, the individual will revert to their previous incremental date. Where temporary promotion has resulted in the individual moving up only one extra pay point, there will be no change to their incremental date and should the individual be confirmed into this post as a substantive arrangement there will be no change to their incremental date.

3.17.8 When the temporary promotion period has ended the spine point they return to should take into account the time spent on the temporary promotion.

3.17.9 If within a reasonable time period the individual is then promoted into the same role, or another similar role at the same band, on a permanent basis the period of temporary promotion will be taken into account and the incremental date either brought forward or deferred, depending on how long the individual had been temporarily promoted for.

Where an individual has been temporarily promoted for more than one

period, and is then promoted on a permanent basis to the same role or another similar role at the same band, the periods of temporary promotion will be aggregated and the incremental date changed accordingly. Incremental credit will be awarded only once for each period of temporary promotion.

3.17.10 Advice is available from People Services regarding temporary promotions and pay and incremental points.

3.17.11 All temporary changes must be advised in writing to the candidate, and a copy must be placed on the personnel file in addition to the relevant ESR documentation which is to also be completed to implement the change.

#### **4. SECONDMENTS**

4.1 The secondment of staff may be agreed both internally within the CCG and externally within the wider NHS and exceptionally with other non NHS Bodies. Such agreements are also designed to encourage staff from external organisations to take up a secondment where available within the CCG, for the mutual benefit of both organisations.

4.2 A secondment may be arranged to assist with individual development needs as a result of an appraisal or be specifically requested for project work where specific skills or specialist knowledge are required.

4.3 Secondment requests will be considered in line with business needs and may not be agreed on that basis. Therefore it is advised that candidates seek support from their current line manager before expressing interest/ applying for a secondment.

4.4 Staff who enter into a secondment will be asked to sign a secondment agreement outlining the terms and parameters of the secondment (Appendix 4). This agreement will also be signed by the line managers from the respective organisations.

4.5 Any individual who agrees to undertake a secondment will be expected to keep any information, which may be made available to them as a direct result of the secondment confidential (e.g. personnel, salary, business sensitive information).

4.6 Employees on secondment with an external organisation will retain all of their continuity of service rights with their employing organisation.

4.7 Employees who undertake a secondment will be entitled to return to their substantive post or a suitable alternative upon completion of the secondment.

- Should the secondee's substantive post be subject to organisational change there may be a requirement to end the secondment earlier than originally agreed. This will be dealt with in line with the CCG's Organisational Change policy.
- 4.8 The duration of a secondment will vary depending on the circumstances. However the minimum is 3 months and a maximum 24 months with exceptions to be arranged with the relevant line manager.
- 4.9 A secondment vacancy will be advertised in line with this Code of Practice.
- 4.10 There is no explicit obligation for a manager to release an individual to take up a secondment but proper consideration should be given to such a request. Any refusal to allow an individual to uptake a secondment opportunity should be carefully considered and the potential long term benefits to the CCG should not be overlooked. An explanation should be given to the employee if a request is turned down.
- 4.11 Once agreed, the employee's current manager and their manager for the period of the secondment will populate the secondment agreement which will include details of funding arrangements and will include details for meeting any additional expenses such as travel allowances (Appendix 4).
- 4.12 Where an employee wishes to pursue a secondment opportunity with an external organisation they should approach their manager indicating that they have applied or wish to apply for an external secondment.
- 4.13 During the period of the secondment the individual's Terms and Conditions will remain the same and they will continue to be subject to the CCGs' policies and procedures. Exceptions to this will be agreed in advance between the host organisation and the seconding organisation and will be detailed in the secondment agreement.
- 4.14 Secondees are responsible for reporting any reasons for absence directly to both the seconding organisation and the employing organisation in accordance with their own absence management policies.
- 4.15 Whilst on any secondment employees will continue to accrue annual leave entitlements and be permitted to take annual leave to their entitlement limit with the agreement of the host organisation. Where an employee takes a period of Maternity Leave during the course of the secondment accrual of her annual leave entitlements will continue to apply.
- 4.16 Prior to the secondment taking place the appropriate manager(s) must liaise with Finance to agree who will be funding the secondment and how the payment/recharge arrangements are to be facilitated. It is usual for a secondee to remain on the payroll of their employing organisation and for the employing organisation to recharge the organisation to which the individual is seconded.

Depending on the individual agreements it may be appropriate to submit a Notification of Change Form to Employee Details form to People Services.

- 4.17 Where the grade of the secondment post is higher than the grade of the employee's substantive post, the full salary cost will be paid by the employing Organisation and recovered from the host organisation. On return to the Organisation the employee will normally revert to their substantive grade and the spine point and incremental date will be treated in the same way as outlined in section 3.17.7 (temporary promotion).
- 4.18 For the duration of the secondment the individual will be required to comply with the working/cover arrangements of the department or host employer. Any agreement to exceed/reduce their contractual working hours will be subject to agreement at the initiation of the secondment and the conditions of Working Time Regulations and will be detailed in the secondment agreement.
- 4.19 When a secondment agreement is confirmed it must be agreed by all parties and three way communication between the secondee, host organisation and the employer must be maintained.
- 4.20 Any secondee should be kept informed of and consulted about any organisational change that takes place during their period of secondment.
- 4.21 For managers who are accountable for managing the secondee it will be their responsibility to outline at the start what their objectives are for the duration of the secondment. Managers must also conduct performance reviews/appraisals in line with local policies.
- 4.22 It is important to note that for those seconded who are paid on the top 2 points of band 8c, 8d and band 9 pay at these points is annually earned. When an individual who holds an annually earned pay point has not met the required level of performance and delivery for a given year, they will have one annually earned pay point withdrawn. The last two pay points in pay bands 8c, 8d and 9 (the annually earned points) are not subject to pay protection. Where this scenario will arise during any secondment it is recommended that the secondment agreement sets out how a performance review/appraisal will be carried out in order to assess whether the individual has met the required level of performance and delivery for a given year.
- 4.23 A request for an extension of an existing secondment should be considered in accordance with the needs of the service, and be mutually agreed by all parties and confirmed in writing. If an extension is refused, an explanation should be give to the employee.
- 4.24 The secondment may be terminated by either party in writing with the appropriate or previously agreed notice period. Where a full recruitment process was carried out for the secondment, the individual may be offered the post, however, each situation would need to be reviewed individually

to determine whether the post is to be offered permanently to the candidate or whether further recruitment is to be required.

- 4.25 The managers in the employing and host organisations should periodically review the secondment agreement and should undertake a joint formal review no later than 8 weeks prior to the end of the secondment.

## **5. FIXED TERM CONTRACTS**

- 5.1 A fixed term employee is defined as a person with an employment contract with the organisation they work for and their contract ends on a particular date, or on completion of a specific task.

Examples of these include:

- Employees who have contracts for a short period for task or project that end when the period expires or the task is completed;
  - Fixed term contracts specifically to cover for maternity, paternity or parental leave or sick leave;
  - Employees hired to cover for peaks in demand and whose contracts expire when demand returns to normal levels
- 5.2 Regulations exist to prevent fixed term employees being less favourably treated than similar permanent employees and to limit the scope of using a series of fixed term contracts to employ the same person in a “permanent” position.
- 5.3 Fixed term contracts should only be used when, the post in question is task/funding limited..
- 5.4 If fixed term employees have their contracts renewed, or if they are re-engaged on a new fixed term contract when they already have a period of four or more years of continuous employment, the renewal or new contract takes effect as a permanent contract unless one of the following applies:
- employment on a fixed term contract was objectively justified; or
  - the period of four years has been lengthened under a collective or workplace agreement.
- 5.5 Fixed term contracts may be renewed beyond the four year period provided the renewal is objectively justified. This renewal will be justified on objective grounds if it can be shown that the use of a further fixed term contract will:
- achieve a legitimate objective;
  - is necessary to achieve that objective; and or
  - an appropriate way to achieve that objective

- 5.6 A recruiting manager must indicate the reason why a vacancy is fixed term in nature on the Recruitment Authorisation form.
- 5.7 An employee who has worked continually for the CCG or another NHS organisation for two years or more has the same rights to redundancy as a permanent employee.
- 5.8 Fixed-term contracts will normally end automatically when they reach the agreed end date. It is good practice to meet with the employee one month prior to the end of their contract to confirm that their contract will be ending on a certain date and confirm in writing. If the fixed term contract is not to be renewed, a ESR termination form will have to be completed and returned to People Services prior to the fixed term contract end date.
- 5.9 If a contract is not being renewed, this is considered to be a dismissal, and the employer needs to show that there's a 'fair' reason for not renewing the contract (e.g. if they were planning to stop doing the work the contract was for).
- 5.10 An employee may be entitled to contractual redundancy payments after 2 year's continuous NHS service if the reason for non-renewal is redundancy. (subject to the terms and conditions of section 16 within the AfC Staff Handbook).
- 5.11 If the employer wants to end the contract earlier it depends on the terms of the contract. If it says:
- nothing about being ended early, the employer may be in breach of contract,
  - it can be ended early, and the employer has given proper notice, the contract can be ended.
- 5.12 If the CCG wants to renew a fixed term contract on less favourable terms the employee can negotiate with them to reach an agreement.
- 5.13 If an employee wants to end the contract early they must hand in their notice, they must provide notice in line with that which is stated in line with their contract of employment. If an employer ends a contract without giving the proper notice as outlined within the contract of employment, the employee may be able to claim breach of contract.
- 5.14 If an employee continues working past the end of a contract without it being formally renewed, there's an 'implied agreement' by the employer that the end date has changed.
- 5.15 The employer still needs to give proper notice if they want to dismiss the worker.

- 5.16 Further advice regarding fixed term contracts and in particular the ending of fixed term contracts, is available from People Services.

## **6. VOLUNTEER WORKERS**

- 6.1 The CCG is committed to supporting and encouraging voluntary activity which enhances the quality of service provided by the CCG and improves the lives of those in the local community. All staff are expected to support volunteering initiatives within the CCG.
- 6.2 The CCG recognises that there may be opportunities for volunteering to enhance the work within the CCG. All staff are encouraged to consider how volunteers can enhance the activity in their work area.
- 6.3 Volunteering is not, and will not be in the future, a substitute for paid work. It aims to enhance the services which are already provided by the CCG. In developing volunteer roles it is important that the responsibilities of volunteers do not include those of current or previous paid employees.
- 6.4 All reasonable effort will be made to find placements for everyone who offers time and energy and to promote voluntary opportunities within the local community.
- 6.5 Steps will also be taken to ensure that the volunteer community within the CCG reflects the composition of the local community. Where certain groups are underrepresented within the volunteer community, targeted recruitment efforts will be employed.
- 6.6 All volunteers will be subject to an ID check prior to commencement along with a DBS check if this is required for the role. ID badges will be issued to all volunteers and they are required to wear this while volunteering for the CCG.
- 6.7 Volunteering should be a fulfilling and enjoyable activity for volunteers to take part in. The CCG recognises the value of voluntary activity, but the generosity of volunteers in providing their time must not be abused. Individual volunteers will be limited to a maximum of 16 hours voluntary activity per week, with no more than 6 hours over a 24 hour period.
- 6.8 Volunteers will be expected to act in accordance with the values of the CCG and the principles set out in the Volunteer Agreement (Appendix 7) Volunteers will be required to sign the agreement prior to commencing activities on behalf of the CCG. All volunteer agreements should be retained on file and stored securely by the CCG. In the event that there are concerns that a volunteer has contravened the standards set out in the agreement or that their behaviour or conduct is otherwise inappropriate the responsible manager should consider ending the volunteer agreement.

- 6.9 The Volunteer Agreement is binding in honour only, is not intended to be a legally binding contract between the CCG and a volunteer and may be cancelled at any time at the discretion of either party.
- 6.10 Volunteers will be required to participate in mandatory training and undertake a local induction carried out by the responsible manager.
- 6.11 Volunteers will be covered by insurance whilst they carry out their agreed duties both on the CCG's premises and in the community under the CCG's Public Liability and Employee Liability cover. Volunteers will be treated in the same way as employees for liability purposes.
- 6.12 The CCG will fund the travel costs of volunteer involvement in line with HMRC guidance – for further details see the Organisation Expenses Policy.
- 6.13 A volunteer may choose to end the Volunteer Agreement without notice and therefore the CCG should avoid utilising volunteers in key roles which would create difficulties if this happens.

## **7. WORK EXPERIENCE**

- 7.1 Work experience may be defined as: a placement on employer's premises in which a pupil/student/unemployed person or other participant carries out particular tasks, duties or observations in line with a particular role within that organisation, with the emphasis on the learning aspects of the experience.
- 7.2 The Manager should refer to the Work Experience Quick guide for further advice prior to agreeing any placements. This includes reviewing whether placements agreed are mutually beneficial to the CCG and individual, that requests are not normally granted for family members or those with significant personal relationships with any member of staff.
- 7.3 The Manager for the placement will have overall responsibility and accountability for the participant's health, safety and well being whilst they are on placement.
- 7.4 The Manager for the placement will also have responsibility of ensuring that the participant is undertaking relevant and appropriate duties as part of their placement.
- 7.5 The Work Experience participant will be expected to:
- comply with all relevant CCG policies/procedures
  - work under direct supervision at all times and within the agreed parameters
  - behave in a responsible manner at all times



- 7.6 There are certain restrictions on work for young people under the age of 18 years and advice should be taken from People Services on this matter.
- 7.7 Under the health and safety law, the manager responsible must assess the risks to young people under 18 years old, before they start work experience and carry out relevant risk assessments. It is usual for an organisation arranging a young person's work placement to require their own risk assessment document to be completed. However if this is not the case then the manager is responsible for carrying out the risk assessment using the paperwork in Appendix 8.
- 7.8 Staff members who have contact with work experience participants should bear in mind that they may be nervous in a new placement and reliant on guidance from others. They should do all they can to put that young person at ease.
- 7.9 The work experience/placement participant will be briefed thoroughly about the importance of confidentiality and the consequences of divulging confidential information.
- 7.10 A CCG confidentiality agreement must be signed by all work experience participants. A template confidentiality agreement is in Appendix 6
- 7.11 Places will be allocated dependant on capacity within the CCG, and will be on a 'first come, first served' basis.
- 7.12 The CCG will endeavour to interview all participants prior to the placement being agreed. If this is not possible applicants must have their ID verified prior to or on commencement of the placement.
- 7.13 A written work experience agreement (Appendix 8) and risk assessment will be sent to a participant to return before a placement begins. Participants will also be sent a role description and/or timetable for the placement.
- 7.14 A participant will be issued with an ID badge and relevant work placement information.
- 7.15 The manager will carry out a local induction programme with the participant and complete an evaluation form with the participant on the final day of the placement.
- 7.16 The participant's placement may be ended with immediate effect if their behaviour has caused, or is likely to cause, physical, emotional or financial harm.

## **8. BANK/ZERO HOURS**

- 8.1 Bank staff are classified as workers and not employees. These workers cannot by definition be given a contract for a stated number of hours as

the CCG cannot guarantee work is available for that number of hours. Because of this bank staff accrue their entitlements as they build up their hours over the year e.g. annual leave, and possibly statutory sick pay.

8.2 In determining the contract offered the CCG will need to consider take into account whether:

- there is an obligation to provide **personal service**; and
- there is **mutuality of obligation**; and
- the employer **controls** the way in which work is done; and
- other factors are consistent with employment (for example level of integration into business, label applied by the parties, nature and length of engagement, benefits received by the individual).

8.3 Having consideration for the above the CCG will consider the following when appointing a person as a bank worker if most of these apply:

- they occasionally do work for a specific business
- the business doesn't have to offer them work and they don't have to accept it - they only work when they want to
- their contract with the business uses terms like 'casual', 'freelance', 'zero hours', 'as required' or something similar
- they had to agree with the business's terms and conditions to get work - either verbally or in writing
- they are under the supervision or control of a manager or director
- they can't send someone else to do their work
- the business deducts tax and National Insurance contributions from their wages
- the business provides materials, tools or equipment they need to do the work

8.4 If the above criteria are not met then the person is likely to be designated as a fixed term employee – please see section 5 for more information.

8.5 Because "zero-hours contract" does not have a specific meaning in law, it is important for employers to ensure that written contracts contain provisions setting out the status, rights and obligations of their zero-hours staff.

## 9. **CONTRACT OPTIONS**

**9.1 Permanent and fixed term employees with a contract of employment.** All individuals engaged with the CCG with a contract of employment must be paid via payroll. The CCG incurs employer costs for national insurance and pension contributions, and deducts tax, employee's national insurance and pension contributions. The document flow process is detailed in appendix 9.

## 9.2 Clinical Leads

- **Long term role with a contract of employment**

The clinical lead roles that are established in the CCG's corporate structure are permanent roles and clinical leads are engaged with the CCG via a contract of employment and must be paid via payroll. The documents and processes described in appendix 1 & 9 are relevant; however the roles will be advertised in accordance with the local clinical leads recruitment and advertising process described in appendix 18.

- **Short term role of 6 months or less**

GP Clinical Leads engaged on a short term project of six months or less can be engaged via a contract for service with payments being made to their GP Practice. The employer's pension contribution is payable to the GP practice in addition to the sessional fee if the GP is a NHS Pension Scheme member, the CCG earnings must be included in the GPs Annual Statement of Pensionable Earnings. Documentation must be completed as described in appendix 10

All off-payroll payments to individuals earning more than £220 per day for more than 6 months must be reported in the CCG's annual report and a clause included in their contract stating that the CCG requests assurance of disclosure of earnings for tax purposes.

To comply with DH guidance for off payroll engagements, for short term roles in excess of 6 months the individual should be paid via payroll.

## 9.3 Governing body members

- **Executive governing body members**

All executive governing body members are engaged via a contract of employment and must be paid via payroll. The processes and documents described in appendix 1 & 9 are relevant; however the role may be advertised in accordance with the local advertising processes applicable to the roles, see appendix 18.

- **GP Governing Body members**

Non-Executive GP Governing Body members are engaged via a contract for service for a period of 3 years in accordance with the CCG's constitution and must be paid via payroll. The processes and documents described in appendix 1 & 9 are relevant; however the role may be advertised in accordance with the local advertising processes applicable to the roles, see appendix 18.

- **Lay members**

All non GP lay members of the governing body are engaged via a contract for service for a period of 3 years in accordance with the CCG's constitution and must be paid via payroll. The processes and documents described in appendix 1 & 9 apply.

## 9.4 Secondments

- **Inward Secondments**

Members of staff engaged on inward secondment agreements will remain on the payroll of their employing organisation. The employing organisation will invoice the CCG for the costs incurred. The documents and processes for staff on inward secondment are detailed in appendix 11.

- **Outward secondments**

Members of staff engaged with a contract of employment are able to work for a different organisation with a secondment agreement. Employees on outward secondment will continue to be paid via the CCG's payroll. The salary costs will to be recharged to the other organisation by issuing an invoice. The documents and processes for staff on outward secondment are detailed in appendix 12.

## 9.5 Temporary staff via recruitment agencies

Temporary agency staff are used to cover short term vacancies or short term additional resources. Temporary members of staff are employed and paid by the recruitment agency. The individual must submit weekly timesheets for authorisation by the recruiting manager, for submission to the recruitment agency, who will invoice the CCG.

Approval processes are in place to ensure that all temporary staff are approved as part of the staffing establishment and, whether this is to a vacant post, or short term additional resource. The documents and processes are detailed in appendix 13.

## 9.6 Changes to contracts

- Once appointed subsequent changes to contracts must be notified as soon as the change has been agreed between the individual and manager to avoid any under or overpayment. For individuals paid via payroll, the ESR 2.1 (e) form should be completed and forwarded to the Finance Department. For short term contract for service individuals paid via the Finance Department, the CCG Internal off-payroll engagements contract change / termination form must be completed. It should be noted that the Payroll cut-off is usually the 14<sup>th</sup> of the month and any late submissions may not be processed in time.

## 10. KEY CONTACTS

For all Finance related recruitment queries please contact the Finance Department.

Corporate Management Accountant	<a href="mailto:marioncarr@nhs.net">marioncarr@nhs.net</a>
Head of Management Accounts	<a href="mailto:claire.donovan1@nhs.net">claire.donovan1@nhs.net</a>
Payments team	<a href="mailto:bolccg.payments@nhs.net">bolccg.payments@nhs.net</a>
Income team	<a href="mailto:bolccg.income-team@nhs.net">bolccg.income-team@nhs.net</a>
Head of Financial Accounting and Reporting	<a href="mailto:amanda.williams3@nhs.net">amanda.williams3@nhs.net</a>

For all other recruitment related queries, please contact People Services by email [hr.businessservices@nhs.net](mailto:hr.businessservices@nhs.net).

## 11. EQUALITY

- 11.1 In applying this Code of Practice, the CCG will have due regard for the need to eliminate unlawful discrimination, promote equality of opportunity, and provide for good relations between people of diverse groups, in particular on the grounds of the following characteristics protected by the Equality Act (2010); age, disability, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, and sexual orientation, in addition to offending background, trade union membership, or any other personal characteristic.

## 12. MONITORING & REVIEW

- 12.1 This Code of Practice will be reviewed every 2 years by the CCG Clinical Executive. Where review is necessary due to legislative change, this will happen immediately.
- 12.2 The implementation of this Code of Practice will be monitored on an ongoing basis by People Services and any breach in the Code of Practice will be reported to the CCG Chief Officer

## **APPENDIX 1 Sample Job Description & Person Specification Template**

### **Job Description**

**Job reference:** (Insert CCG job ref if appropriate) eg. Xxx CCG 001

**Job Title:**

**Team:**

**Band:**

**Responsible to:**

**Accountable to:**

**Location/base: NB** If the job requires the postholder to travel and work across any number of locations/bases in the CCG, make sure this is indicated here

### **Context**

Recommended to include a standard paragraph in all CCG job descriptions outlining the following:

- size of CCG
- purpose of CCG
- community the CCG serves
- size of workforce
- strategy/vision
- values

paragraph should be agreed by CCG management team.

### **Job Purpose**

Include 1 paragraph summarising the key purpose of the job/why the job exists

### **Key Working Relationships**

List the main and most important posts, agencies, organisations, partnerships, groups, committees (internal and external) that are key for the post holder to establish relationships with in order to deliver their role.

**The following headings should be included in all job descriptions. By including information under these headings the recruiting manager will ensure that a post is AFC job evaluation 'ready' as they are factors that require assessment by all AFC evaluation panels. This will help avoid any delay to the job evaluation process.**

**For further information about the job evaluation system, national profiles and what each of the 16 job factors include please refer to the useful links section of People Direct and click on the link to the Job Evaluation page on the NHS Employers website.**

### **Strategy/Policy/Service Development and Implementation**

In this section outline the responsibilities of the job for development and implementation of policy and/or services. Take account of the nature of the responsibility and the extent and level of the jobholder's contribution to the relevant decision making process, for instance, making recommendations to decision makers. Take account of whether the relevant policies or services relate to a function, department, division, directorate, the whole organisation or wider than this; and the degree to which the responsibility is shared with others.

### **Responsibilities for physical and financial resources**

In this section outline the responsibilities of the job for financial resources (including cash, vouchers, cheques, debits and credits, invoice payment, budgets, revenues, income generation); and physical assets (including office and other equipment; tools and instruments; vehicles, plant and machinery; premises, fittings and fixtures; goods, produce, stocks and supplies).

Take account of the nature of the responsibility (eg careful use, security, maintenance, budgetary and ordering responsibilities); the frequency with which it is exercised; the value of the resources; and the degree to which the responsibility is shared with others.

### **Communication**

In this section outline the requirement to communicate, establish and maintain relationships and gain the cooperation of others. Take account of the requirement to motivate, negotiate, persuade, make presentations, train others, empathise, communicate unpleasant news sensitively and provide counselling and reassurance. Take account of difficulties involved in exercising these skills.

Indicate whether the level of communication (providing and receiving) is routine, complex, sensitive or contentious in nature.

### **Patient Care**

If this is not relevant to the role please remove this heading

In this section outline the responsibilities for patient/client care, treatment and therapy. Take account of the nature of the responsibility and the level of the jobholder's involvement in the provision of care or treatment to patients/clients, including the degree to which the responsibility is shared with others. Take account of the responsibility to maintain records of care/treatment/advice/tests.

### **Partnership Working/Collaboration**

In this section insert any relevant job requirements regarding working in

collaboration with others/partnership working. Delete this section if not relevant.

### **Planning and Organising**

In this section outline the planning and organisational requirements to fulfil the job responsibilities satisfactorily. Take account of the skills required for activities such as planning or organising services, departments, rotas, meetings, conferences and for strategic planning. Take account of the complexity and degree of uncertainty involved in these activities.

### **Information/Data Analysis, Management and Reporting and Information resources**

In this section outline the specific responsibilities of the job for information resources (e.g. computerised; paper based, microfiche) and information systems (both hardware and software eg medical records). Take account of the nature of the responsibility (security; processing and generating information; creation, updating and maintenance of information databases or systems) and the degree to which it is shared with others.

Outline the requirements to analyse, contrast and compare data/information and form judgements on it, formulate solutions and recommend/decide on the best course of action. Identify if the information/data is routine, complex or highly complex.

### **Research, Development and Audit**

In this section outline the responsibilities of the job for informal and formal clinical or non-clinical research and development (R&D) activities underpinned by appropriate methodology and documentation, including formal testing or evaluation of drugs, or clinical or non-clinical equipment. Take into account the nature of the responsibility (initiation, implementation, oversight of research and development activities), whether it is an integral part of the work or research for personal development purposes, and the degree to which it is shared with others.

### **Leadership/Management and Human Resource Management**

In this section outline the responsibilities of the job for management, supervision, coordination, teaching, training and development of employees, students/trainees and others in an equivalent position.

Include any of the following if relevant: work planning and allocation; checking and evaluating work; undertaking clinical supervision; identifying training needs; developing and/or implementing training programmes; teaching staff, students or trainees; and continuing professional development (CPD). Include (if relevant) responsibility for such personnel functions as recruitment, discipline, appraisal and career development and the long term development of human resources.

### **Freedom to Act**

Describe the extent to which the jobholder is required to be accountable for their own actions and those of others, to use own initiative and act independently; and the discretion given to the jobholder to take action.



Take account of any restrictions on the jobholder's freedom to act imposed by, for example, supervisory control; instructions, procedures, practices and policies; professional, technical or occupational codes of practice or other ethical guidelines; the nature or system in which the job operates; the position of the job within the organisation; and the existence of any statutory responsibility for service provision.

## **Corporate Responsibilities**

**The following statements must be included in all Job descriptions**  
**For all managers with responsibility for supervising/managing others,**  
**include:**

As a senior representative of the CCG you will be expected:

- To promote the CCG's vision, and mission and to uphold the CCG's values in all day to day activities and delivery of services
- Take corporate accountability for the delivery of shared corporate responsibilities e.g. relevant contribution to Corporate Objectives, Risk Register and Assurance Framework.
- To ensure that the CCG develops a culture that promotes equality and values diversity and that the service you provide meets the needs of all service users. This may involve the development and monitoring of policies and procedures to ensure the services you provide are inclusive to all.
- To participate in an agreed on-call rota (delete if not relevant)
- In accordance with the Health and Safety at Work Act 1974 and subsequent legislation the post holder is required to undertake a proactive role in the management of risks in all their actions. This includes:
  - Undertaking risk assessments in line with the CCG risk assessment process;
  - Reporting all incidents, near misses and hazards in line with the CCG's reporting arrangements/system
  - Undertaking a statutory duty of care for your own personal safety and that of others
  - Attending all statutory and mandatory health and safety training, appropriate to the role

### **2) For all other staff include:**

- Promote the CCG's vision, and mission and to uphold the CCG's values in all day to day activities and delivery of services;

- Participate in the objective setting process as part of the annual Performance Development Review/appraisal process, to understand how own role and objectives are linked to team, directorate and corporate objectives, to review what aspects of your role are being done well, and to identify any areas for development.
- Undertake relevant activities and mandatory training to meet objectives identified in Personal Development Plan.
- Adhere to all CCG policies and guidelines, including HR, Information Governance, Risk Management and Health & Safety policies.
- Comply with relevant CCG and own professional codes of conduct and accountability.
- Maintain professional registration if this is a requirement of the job.
- Carry out your duties in a way that supports equality and values diversity. This responsibility includes your actions in relation to service users, carers, work colleagues, people in other organisations and members of the public.
- In accordance with the Health and Safety at Work Act 1974 and subsequent legislation the post holder is required to undertake a proactive role in the management of risks in all their actions. This includes:
  - Undertaking risk assessments in line with the CCG risk assessment process;
  - Reporting all incidents, near misses and hazards in line with the CCG's reporting arrangements/system
  - Undertaking a statutory duty of care for your own personal safety and that of others
  - Attending all statutory and mandatory health and safety training, appropriate to the role
- Maintain the security and confidentiality of information you come across in your role in the CCG in line with CCG policies and protocols..
- All employees have a responsibility to protect and safeguard vulnerable people (children and adults). They must be aware of child and adult protection procedures and who to contact within the CCG for further advice. All employees are required to attend safeguarding awareness training and to undertake additional training appropriate to their role.
- To carry out all duties and responsibilities of the post in accordance with the CCG's Equality, Diversity and Human Rights policies, avoiding unlawful discriminatory behaviour and actions when dealing with colleagues, service users, members of the public and all other stakeholders. To promote awareness of and respect for Equality, Diversity and Human Rights in accordance with CCG policies and procedures.

**• Band 6 and above JDs and PS to include:**

To undertake Equality Analysis and any related training, as required in accordance with the duties of the post and the relevant CCG policies and procedures.

The job description and person specification are an outline of the main tasks, responsibilities and requirements of the role. The post holder will carry out any other duties as may reasonably be required by their line manager commensurate with the band of the post. The job description and person specification may be reviewed on an on-going basis in accordance with the changing needs of the CCG.

**Post Holder:** ..... **Date:** .....

**Signed**..... **Date**.....

**Manager:**

**Signed**..... **Date**.....

**Please insert name of person who developed Job Description and date**

**Person Specification****Post Title (insert here)****Band (Insert here)**

Please refer to this document carefully when completing your application form and preparing for your interview. You must demonstrate how you meet the criteria marked 'A' on your application form.

Criteria	Description	Essential	Desirable	Method of Assessment
<b>Professional Registration</b>	Insert name of professional registration body and level of registration			A/C
<b>Qualifications</b>	<p>What are the minimum essential qualifications required to undertake the role? E.g. NVQ level 2, BTEC, HNC, Diploma, Degree, postgraduate/masters, PHD etc.</p> <p>Include any desirable qualifications.</p> <p>Include any training/short courses that the postholder requires or that are desirable (e.g. Prince 2, shorthand, AMPSAR).</p> <p>Be clear in this section if you require the postholder to have:</p> <ul style="list-style-type: none"> <li>• the qualification/s <b>or</b></li> <li>• the qualifications plus the courses and training <b>or</b></li> <li>• the qualification/s, courses and training plus relevant experience (outlined in the section below).</li> </ul>			A/C
<b>Skills Knowledge and Experience</b>	Include all the skills knowledge and experience required for the job. Indicate which are essential and which are desirable.			Insert the method to be used to test each criteria (use the key at the bottom of this document). Make sure that the method of assessment is

				<p>relevant and appropriate, for example excellent communication and presentation skills would be assessed at I and P but not at A stage (unless written communication skills are specified in the person spec)</p>
<p><b>Equality and Diversity</b></p>	<p>Understanding of and commitment to the principles, practices and promotion of equality and diversity.</p>			
<p><b>Other</b></p>	<p><b>Physical Skills</b> – outline here for example whether the post holder requires standard or advanced keyboard skills,</p> <p><b>Physical Effort</b> – describe the <b>nature, level, frequency and duration</b> of the physical effort required by the post holder. Is it light, moderate or intense physical effort, is it frequent or occasional Is the physical effort required for short or long periods or ongoing? (Delete if not relevant)</p> <p><b>Mental Effort</b> – describe the <b>nature, level, frequency and duration</b> of the mental effort required by the post holder. For example, concentration, responding to unpredictable work patterns, interruptions. Is the requirement for checking detailed documents, analysing detailed statistics, assessing patients, taking detailed minutes of meetings, prolonged concentration or intense concentration?</p> <p><b>Emotional Effort</b> – describe the <b>nature, level, frequency and duration of the emotional effort</b></p>			

	<p>required by the post holder and whether the exposure to the distressing /emotional circumstances is <b>direct or indirect</b>. Examples of the range and variety of such circumstances include imparting unwelcome news such as disciplinary or grievance matters or failure to meet performance targets, involvement in child abuse matters etc. Is exposure to <b>this rare (less than once per month), occasional (once a month or more), frequent (once a week or more)</b>. (Delete if not relevant)</p> <p><b>Working Conditions</b> - describe the <b>nature, level, frequency and duration</b> of demands from the working conditions the post holder is exposed to. Is the post holder working in office conditions? Frequent requirement to use road transportation and requirement to use VDU more or less continuously on most days is included under this factor. Is exposure to such working conditions rare (less than 3 times per month), occasional (3 times a month or more) or frequent (several time a week with several occurrences on each shift)?</p>			
--	---	--	--	--

**\*Method of Assessment:**

**A=Application form    I=Interview    P= Presentation    T=Test**  
**C=Certificate    AC = Assessment Centre**

\*Where stated 'Car owner/driver essential' is subject to the provisions of the Equality Act (2010)

**Please insert name of person who developed person specification and date**

**APPENDIX 2**

**Advert Template**

**Name of CCG:**

**Job Title:**

**Location:**

**Band/Salary:**

**Permanent/Fixed term/Full time/Part time**

**Paragraph 1**

The CCG may wish to include a standard paragraph as an introduction (i.e. to be used in all job adverts) about the CCG, the population it serves, its budget, its vision and values etc. This should ideally include a “USP” (unique selling point) about the town/city, CCG or team/dept.

**Paragraph 2/3 - The role and the person you are looking for:**

This is the key section in the job advert that describes the person you are looking for and the key elements of the job. These should be taken from the job description and person specification and will help prospective applicants decide whether to apply for the job or not. Once again you may want to include what you consider to be the USP of the job.

When drafting this section try to combine the elements of the job together with the person specification requirements. (for example .....”....In order to lead the project management team in this multi agency high profile 2 year project not only do you need to be a highly organised individual with a successful track record of complex project management you must be able to form positive working relationships in a highly political and challenging arena.)

For further information or an informal discussion, please

Contact.....Tel.....email.....

Closing date for applications:

Date of interview (if already scheduled)

Please note:

- The CCG reserves the right to close the application process early should we receive a sufficient number of suitable candidates.
- The successful candidate will be subject to a satisfactory probationary period. (delete if not relevant)
- The CCG will not reimburse any expenses incurred by candidates for attending interview.

**APPENDIX 3 Recognition of Previous Experience****APPLICATION PRO FORMA  
(ONLY TO BE USED IN EXCEPTIONAL CIRCUMSTANCES)****RECOGNITION OF PREVIOUS RELEVANT EXPERIENCE FOR  
INCREMENTAL CREDIT FOR STAFF JOINING FROM OUTSIDE THE NHS**

In most cases new starters should start on the bottom point of the incremental scale for their band. In exceptional circumstances, incremental credit may be given to new starters, e.g. where people would take a substantial pay cut to take up work of a similar nature and where other suitable candidates are not available.

The use of this option will only be allowed with the prior agreement of XXXXX, and will require consideration of the relevant information, e.g. pay slips, confirmation of previous experience and qualifications.

Managers requesting that recognition of relevant experience be made relating to the starting salary of a new starter must complete the pro forma below. The completed form is to be returned to the XXXXX who will consider the application and make a decision.

**RECOGNITION OF SERVICE FOR CONTRACTUAL PURPOSES**

No service with any non-NHS employer count towards redundancy entitlements. No such service will be recognised in respect of maternity leave, sick pay or annual leave, except in circumstances where a person's employment had been transferred out of the NHS, e.g. under transfer of undertaking arrangements.

**PART A – APPLICANT DETAILS**

<b>Post Holder's Name:</b>			
<b>Post Title:</b>			
<b>Manager's Name:</b>			
<b>Directorate/Department:</b>		<b>Tel no:</b>	

**PART B – SUPPORTING INFORMATION****Question 1**

*What is the relevance of the previous experience and qualifications to this post in the CCG?*



**Question 2**

*Does the candidate meet the competencies for this post and at the level expected for the incremental point at which you wish to place them? Provide some detail.*

**Question 3**

*Was any request made by the applicant at the interview for non-NHS service to be taken into account?*

**Question 4**

Please take into account whether any other comparable staff undertaking work of a similar nature/value are affected by this decision.

Consideration needs to be given to whether the difference in pay is genuine and relevant (i.e. a genuine material factor). Examples of genuine material factor can include:

- Different skills, qualifications and experience
- Market forces and skills shortages (please refer to AFC Terms and Conditions of Employment handbook section 5 "Recruitment & Retention Premia" if considering this factor)
- Geographical differences

**Question 5.**

*Does your Head of Department\*/ Director\*/Chief Officer\* support this decision?  
(\*Please delete as appropriate.)*

**Yes / No \***

**PART C – REQUEST CONFIRMATION**

*(This section should be completed by the requesting Manager)*

I, ..... declare that the supplied information is correct, and herewith attach **two months payslips from the post-holder’s previous employment.**

Signature of Manager: ..... Date: .....

**PART D – REQUEST AUTHORISATION**

*(This section should be completed by the XXXXX)*

**I do/do not authorise** the provision of the requested recognition of service and relevant experience as outlined above.

Name: ..... Date: .....

Signature: .....

Comments:

**APPENDIX 4 Secondment Agreement**

## NHS xxxxxxxx CLINICAL COMMISSIONING GROUP SECONDMENT AGREEMENT

---

**THIS AGREEMENT APPLIES WHERE AN EMPLOYEE OF NHS xxxxx  
CLINICAL COMMISSIONING GROUP (CCG) IS SECONDED TO WORK WITH  
ANY OTHER NHS ORGANISATION.**

**The purpose of this agreement is to:**

- Ensure that all parties are made fully aware of the relevant conditions and operation of this secondment.
- To clearly specify any variations to the secondee's employment contract as a result of undertaking this secondment.

**Involved Parties:**

Secondee Name:	
Employing Organisation:	
Name of Employing Line Manager:	
Receiving Organisation (The Host): <i>Organisation Offering the Secondment</i>	
Name of Secondment Line Manager:	

## SECTION 1: - Secondment Details

Receiving Organisation (the Host):	
Secondment Job Title:	
Purpose of the Secondment:	
Base Location:	
<p><i>NOTE: Your seconded post may incur travelling expenses. Reimbursement of expenses will be in accordance with Agenda for Change Terms and Conditions of Service.</i></p>	
Normal Hours of Work ( <i>per week</i> )	
Normal Working Day & Normal Working Pattern:	
For the period of the secondment the secondee will continue to be paid via the employing organisation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>The Secondee's salary and employer costs shall be paid by xxxx CCG for the duration of the secondment at the rate agreed. xxxx CCG will recover these costs from the Host on a monthly basis including on costs which are broken down as follows:</p> <ul style="list-style-type: none"> <li>• Basic Salary (to increase in line with Pay Award/Increments)</li> <li>• National Insurance</li> <li>• Pension</li> <li>• Staff expenses</li> <li>• Overtime (specifically in respect of the Host's work)</li> <li>• Payment in lieu of annual leave on termination of secondment agreement (if applicable)</li> </ul> <p>Any additional costs incurred by the Secondee in discharging the duties required due to their seconded role will be recovered from the Host by xxxx CCG. All such additional costs must be approved by the Host, which would normally take place at the time the Secondee claims them from xxxx CCG. The Host will be responsible for providing information on additional costs and expenses to the nominated finance manager of xxxxxx CCG:</p> <p>Insert finance contact name            Insert finance contact address            Email:</p> <p>This must be before the 10<sup>th</sup> of each month to ensure that reimbursements of such monies can be made through the payroll by the appropriate deadline.</p> <p><i>NOTE: The duties of this secondment are outlined in the attached job role with clinical aspects highlighted in Blue. (amend as appropriate)</i></p> <p>[insert secondee name] will report to [insert name of manager at Host] who will assume line management responsibility for [insert secondee name] in his/her seconded role for the period of the secondment.</p>	

## SECTION 2: - Duration of the Secondment Agreement

Date Secondment will commence:	
Date Secondment will end:	
Is there a possibility that this Secondment will be extended?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><i>NOTE: * A minimum of 4 weeks' notice, in writing, will normally be required should the receiving organisation wish to extend the Secondment period. For the Secondment to be extended, the written consent of all three parties must be obtained.</i></p>	
<p><b>Early Termination of the Secondment:</b></p> <p>A minimum of 4 weeks' notice, in writing, will normally be required from either party in the event that either party wishes to end the Secondment arrangement before the agreed end date.</p> <p>Secondments will usually end by mutual agreement at the end of the stated secondment period, unless there is agreement by all parties to an extension. At the end of the secondment, the Host will be required to provide appropriate information to xxxxx CCG in relation to outstanding annual leave and any other information required in order to manage the return of the Secondee to the CCG.</p> <p>The secondment may be terminated by the Host where:</p> <ul style="list-style-type: none"> <li>• the Secondee fails or neglects to carry out the reasonable instruction of the Host and fails to satisfy the conditions necessary for improvement of performance, attitude or behaviour within the set timescales;</li> <li>• The Host has a reasonable belief that the Secondee has been guilty of misconduct with the result that they could not be retained on the secondment;</li> <li>• the Secondee has breached the standards of conduct set down by the Host or has contravened statutory requirements.</li> <li>• The secondment may end where the funding for the role or project diminishes or ceases. In this event, the Host will provide 4 weeks notice to xxx CCG and the Secondee of the requirement to terminate the secondment.</li> </ul> <p>All such terminations will take place in consultation with xxxx CCG and will only be effected where the Host has formally notified the CCG in writing to end the Secondment. The secondment will automatically cease on the effective date of any of the following:</p> <ul style="list-style-type: none"> <li>• If the Secondee ceases to be employed by xxxx CCG for any reason, including resignation;</li> <li>• If the Secondee accepts an alternative job within xxxx CCG, following completion of the standard notice period;</li> <li>• Upon termination of the Secondment Agreement between xxxxx CCG and xxxx (The Host).</li> </ul> <p>A request from the Secondee to terminate the secondment early will be considered on a case by case basis by the Host in consultation with xxxxx CCG. Where a request to terminate early is granted, the Secondee will normally be required to give a period of reasonable notice equivalent to the notice period in the Secondee's contract of employment, in order to minimise any detrimental impact on the Secondment role.</p> <p><i>NOTE: In the event of the Host terminating the secondment due to disciplinary/ sickness xxxx CCG reserves the right to consider the action in relation to the substantive employment with the Host xxxx CCG reserves the right to invoice charges as identified above irrespective of attendance.</i></p>	

	Substantive Post	Secondment Post
<b>Terms and Conditions</b>		
Position Title		
Band		
Salary	£xxxxxxx plus on costs & expenses	£xxxxxxx plus on costs & expenses
Staff Group		
Contract Type		
Contracted Hours ( <i>pw</i> )		
Base Location		
Annual Leave Entitlement		
Notice Period (C.S.D. 01/01/09) ( <i>Termination of Contract</i> )		
On Call Allowance ( <i>Include details: type, freq, % pay</i> )		
<b>Role Requirements</b>		
DBS Disclosure Required		
Smartcard Required		
<b>Attendance Management Arrangements</b>		
Timesheet submission to:		
Request Annual Leave from:		
Report Sickness Absence to:		
Send Sick notes to:		
Request Maternity / Paternity Leave from:		
Seek Authorisation for Special Leave from:		
<b>Performance Appraisal</b>		
Performance appraisal will be undertaken by:		
<i>Please note that normal appraisal arrangements will apply during the period of Secondment</i>		
<b>Other terms of secondment:</b>		
Approval of monthly staff expenses claim form will be undertaken by:		
XXX CCG and XXX (insert name of other organisation) will share any information as appropriate and as required by both parties to ensure the efficient operation of the secondment.		

### SECTION 3: - Terms and Conditions

The contract of employment between the Secondee and the Employer will remain in force throughout the secondment. The Host (xxxxx) will have no authority to vary the seconded employee's contract of employment or to make any representation to the seconded employee relating to their contract. The Secondee agrees to such variations to that contract of employment as are necessary to facilitate the secondment and as are set out in this agreement:

### SECTION 4: - Employment on Return to the Employer

PLEASE NOTE: All questions in Section 4 must be answered

Has a date been agreed to review the secondment arrangement? <i>(please note this should be a minimum of 2 months before the secondment expiry date):</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Review Date:	
Will the secondee return to the same position as held prior to the secondment	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will all the allowances that the employee received prior to going on secondment be payable on return	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will the secondee return to the Organisation with the same working pattern as before	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please confirm the secondee's job title upon return:	
Please confirm the Secondee's Band upon return:	

### SECTION 5: – The Secondment Agreement

All Parties must confirm their understanding and acceptance of this Secondment by signing and dating the Secondment Agreement.

By signing this Agreement you are stating that:

- You understand and accept this Secondment, on the terms and conditions set out in this Agreement
- You have read and agree to operate the Secondment in accordance with the principles and guidance detailed in the NHS xxxx CCG's Recruitment & Selection code of practice.

## SIGNATURES

<b>Secondee</b>			
Print Name:			
Signature:		Date:	
<b>Current Manager (xxxxxxx CCG)</b>			
Print Name:			
Signature:		Date:	

<b>Secondment Manager (insert name and employer)</b>			
Print Name:			
Signature:		Date:	

**All parties should retain a copy of this secondment agreement and the Line manager in the CCG is responsible for ensuring a copy is retained on the employee personal file**



## **APPENDIX 5          Handling of DBS certificate information**

### **Secure storage, handling, use, retention and disposal of Disclosure and Barring Service (DBS) certificates and certificate information**

The [code of practice](#) requires that all registered bodies must have a written policy on the correct handling and safekeeping of DBS certificate information. It also obliges registered bodies to ensure that a body or individual, on whose behalf they are countersigning applications, has a written policy.

#### **Policy Statement**

##### **General principles**

As an organisation using the Disclosure and Barring Service (DBS) checking service to help assess the suitability of applicants for positions of trust, Greater Manchester Commissioning Support Unit complies fully with the Code of Practice regarding the correct handling, use, storage, retention and disposal of certificates and certificate information. It also complies fully with its obligations under the Data Protection Act 1998 and other relevant legislation pertaining to the safe handling, use, storage, retention and disposal of certificate information and has a written policy on these matters, which is available to those who wish to see it on request.

##### **Storage and access**

Certificate information should be kept securely, in lockable, non-portable, storage containers with access strictly controlled and limited to those who are entitled to see it as part of their duties.

##### **Handling**

In accordance with section 124 of the Police Act 1997, certificate information is only passed to those who are authorised to receive it in the course of their duties. We maintain a record of all those to whom certificates or certificate information has been revealed and it is a criminal offence to pass this information to anyone who is not entitled to receive it.

##### **Usage**

Certificate information is only used for the specific purpose for which it was requested and for which the applicant's full consent has been given.

##### **Retention**

Once a recruitment (or other relevant) decision has been made, we do not keep certificate information for any longer than is necessary. This is generally for a period of up to six months, to allow for the consideration and resolution of any disputes or complaints. If, in very exceptional circumstances, it is considered necessary to keep certificate information for longer than six months, we will consult the DBS about this and will give full consideration to the Data Protection and Human Rights of the individual before doing so. Throughout this time, the usual conditions regarding the safe storage and strictly controlled access will prevail.

##### **Disposal**

Once the retention period has elapsed, we will ensure that any DBS certificate information is immediately destroyed by secure means, i.e. by shredding, pulping or burning. While awaiting destruction, certificate information will not be kept in any insecure receptacle (e.g. waste bin or confidential waste sack). We will not keep any photocopy or other image of the certificate or any copy or representation of the contents of a certificate. However, notwithstanding the above, we may keep a record of the date of issue of a certificate, the name of the subject, the type of certificate requested, the position for which the certificate was requested, the unique reference number of the certificates and the details of the recruitment decision taken.

**APPENDIX 6**

**Confidentiality Agreement**

*You are required to maintain an appropriate standard of confidentiality and security. Any disclosures of personal confidential or sensitive data (as defined by the Data Protection Act 1998), including personal information kept on computer or other media, made unlawfully outside the authorised proper course of staff duty or role may be treated as a serious disciplinary offence and may lead to disciplinary procedure or dismissal (see HR guidance). Please read, understand and sign the following and return it to xxxx who will ensure that a copy is retained in your personnel file. The Confidentiality Policy can be found via the CCG Intranet*

**I understand within the course of my work (duties) at Bolton CCG, I may have access to or hear confidential material about patients, members of staff or other business dealings or affairs of the CCG, National Health Service or other organisations.**

**I understand that no information of a personal or confidential nature concerning individuals or about Bolton CCG's business may be divulged to anyone without proper authority having first been given.**

**I understand that failure to comply with the above rules will be regarded as serious misconduct, which could result in action being taken against myself by the organisation, or from legal action by others.**

**I hereby confirm that I will maintain the confidentiality of the information with which I come into contact in the course of my work with Bolton CCG.**

*Signature:*

---

*Print name:*

---

*Date:*

---

*Organisation name:*

---

*Location:*

---

*Managers Signature:*

---

*Managers name:*

---

*Date:*

---

## APPENDIX 7 Volunteer Placement Letter

Date

Dear .....

Volunteers are an important and valued part of Bolton Clinical Commissioning Group. We hope that you enjoy volunteering with us and feel part of our team.

This agreement tells you what you can expect from us, and what we hope from you. We aim to be flexible, so please let us know if you would like to make any changes and we will do our best.

Your volunteering role will be ..... within ..... department.

You have agreed to volunteer on .....days from ..... to ..... .

Please report to ..... who will be your supervisor for the period of your placement. If you are unable to attend for any reason, please contact the above person on .....

You will be based at ..... On your first day please report to .....

**Sick leave arrangements:** If you are unable to attend because of sickness you should inform your supervisor as soon as possible and keep them informed as to the likely date of return.

**Uniform:** You are required to dress smartly and wear sensible shoes.

**Confidentiality:** Any matters of a confidential nature, in particular information relating to the diagnosis and treatment of patients, individual staff and/or patients records, and details of contract prices and terms must under no circumstances be divulged or passed on to any other unauthorised person or persons. The placement may be terminated if confidentiality is breached.

**Termination of volunteer placement:** Any act of misconduct (e.g. theft) or breach of confidentiality may result in the termination of your placement. Discussions will be held with you before your placement is terminated.

**Health and Safety at Work Act:** You are reminded that in accordance with the Health and Safety at Work Act 1974, you have a duty to take reasonable care to avoid injury to yourself and to others by your work activities, and are required to comply with the CCG policies in meeting these statutory requirements. A copy of the Health and Safety policy is available for your information.

**Loss/damage of personal effects:** No liability can be accepted for loss or damage to personal property on health service premises by burglary, fire, theft, or otherwise. Volunteers are advised accordingly to provide their own insurance cover. Please only bring necessary personal items/money.

During the period of your placement you will not, at any time, except where the law requires, be regarded as an employee of the CCG, and will not be eligible for remuneration in respect of your volunteer assignment with the CCG.

Recruitment & Selection Policy & Procedure

Yours sincerely

[Insert name]  
[Insert job title]



## Appendix 7- Volunteer Agreement

The CCG will:

- Ensure that volunteers are treated with respect and dignity.
- Show recognition to volunteers for the unique benefits which the CCG gains from the activities.
- Support volunteers to find the right role for their skills.
- Support volunteers in pursuing their personal development.
- Provide volunteers with opportunities where possible to communicate with each other and share common interests.
- Provide volunteers with the required training to fulfil their role.
- Enable volunteers to play a role in the development of volunteering in the CCG.
- Ensure that volunteers are reimbursed for out of pocket expenses.

Managers/Supervisors will:

- Ensure that volunteers are treated with respect and dignity.
- Ensure that volunteers play an active role in the department.
- Ensure that volunteers are valued as part of the team.
- Support volunteers in meeting their own personal goals.
- Ensure that volunteers are reimbursed for out of pocket expenses.

Volunteers will:

- Actively perform their duties to the best of their abilities and remain loyal to the values, goals and procedures of the CCG.
- Act in a polite and courteous manner when dealing with anyone they meet while volunteering with the CCG.
- Complete the training which is required for the role in which they are active.
- Conform to the work dress requirements of their role.
- Recognise their personal responsibilities as well as those of the CCG as a whole.
- Wear a CCG Volunteer's ID badge at all times, the ID badge should be worn in a visible location.
- Undertake their voluntary role at agreed times.
- Inform their named contact (Supervisor) in advance if unable to attend.
- Give as much notice as possible if unable to continue their voluntary role.
- Raise any issues of concern relating to their voluntary role with their supervisor.
- Inform their supervisor of any relevant changes in their health status.
- Inform their supervisor of all breaks and holidays in advance.
- Adhere to all CCG policies and procedures.

## The Agreement

I ..... agree:

1. To perform my volunteering role to the best of my ability.
2. To follow the CCG's policies and procedures.
3. To maintain the confidential information of the CCG
4. To meet time commitments and standards agreed to, except in exceptional circumstances, and to give reasonable notice so other arrangements can be made.
5. To inform the CCG if anything occurs outside of my volunteering role that may impact on my ability to continue to volunteer.

This agreement is binding in honour only, is not intended to be a legally binding contract between us and may be cancelled at any time at the discretion of either party.

### **Signed:**

**Print name:**

**Date:**

**Parent/guardian's signature if under 16:**

**Print name:**

**Date:**

## Young Persons Health and Safety Risk Assessment form

The completion of this checklist will enable you assess risks to students (U18) and children (below the minimum school leaving age) who apply for work experience.

**This risk assessment MUST be completed before the student begins their placement; a copy must be filed and stored securely by the CCG.**

**Before offering children of school age a work experience placement, you must let their parents/guardians know the key findings of the risk assessment and the measures you have taken.**

Name of young person	
Date of Birth	
Employment status (e.g. employee/temporary/work experience placement)	
Age	
Department	
Responsible Manager	
Person completing form	
Date of assessment	

	Yes	No
Does the work require physical strength?		
Does the work require higher mental capacity?		
Does the work expose them to:		
Harmful substances which are toxic or cause cancer?		
Radiation?		
Biological hazards?		
Extreme heat?		
Extreme cold?		
Excessive noise?		
Excessive vibration?		
Risks they are unlikely to recognise due to inexperience?		
Any exposure to traumatic medical/clinical situations?		
Does the workplace layout present hazards to young people?		

**If answering “yes” to any of the questions above, under no circumstances can children of compulsory school age carry out work involving these risks, whilst undertaking training such as work experience.**

**Students over the minimum school leaving age but under 18 can do this work under special circumstances which are:**

- The work is necessary for their training
- The work is properly supervised by a competent person
- The risks are reduced to the lowest level practicable



## APPENDIX 8

## Work Experience Agreement

PRIVATE & CONFIDENTIAL

Name

Add 1

Add 2

Add 3

Post code

Ref :

Date

Dear Name

I have pleasure in confirming our offer of a work experience placement at <insert name of CCG>.

Please read the terms and conditions carefully and sign this letter, **then return the tear off slip to <insert name of person responsible in CCG for creating and storing file for work experience placements> (This placement cannot go ahead without the paperwork being signed and returned.)**

The placement is for the period **Monday «Date\_From» till Friday «Date\_To»** under the supervision of **«Supervisor»**.

**Induction:** On the first day of your placement your manager will provide you with a local induction. This will include any mandatory training required for the placement and will help familiarise you into the role and work surroundings.

The working arrangements; details and hours will be discussed with you on your first day. Throughout the placement **«insert name of manager»** is responsible for your supervision.

**Sick Leave Arrangements:** If you are unable to attend because of sickness you should inform the **<insert name of manager>** as soon as possible and keep the Manager informed as to the likely date of return.

**ID Badges:** An ID badge will be issued to you as part of your induction. During your placement you are required to wear the ID badge at all times.

**Dress Code:** Please ensure that you wear suitable clothing for your placement. For example if you are working in an office environment you are required to wear smart business clothes .

**Confidentiality:** Any matters of a confidential nature that you come across during your must under no circumstances be divulged or passed on to any other unauthorised person or persons.

**Health and Safety at Work Act:** You are reminded that in accordance with the Health and Safety at Work Act 1974, you have a duty to take reasonable care to avoid injury to yourself and to others by your work activities, and are required to comply with the CCG policies in meeting these statutory requirements.

Recruitment & Selection Policy & Procedure

**Loss/Damage of Personal Effects:** No liability can be accepted for loss or damage to personal property on the CCG's premises by burglary, fire, theft, or otherwise. You are advised accordingly to provide their own insurance cover.

During the period of your placement you will not, at any time be regarded as an employee of <insert name of CCG>, and will not be eligible for remuneration in respect of your work placement with the CCG.

Yours sincerely

Name

<insert name of manager responsible in CCG for Work Experience placements or name of manager responsible for this work experience placement>

Copy : <For Work Experience file>

---

### Form of acceptance

I accept this placement on the terms and conditions outlined in this work experience agreement.

Signed: \_\_\_\_\_

Name (print): \_\_\_\_\_

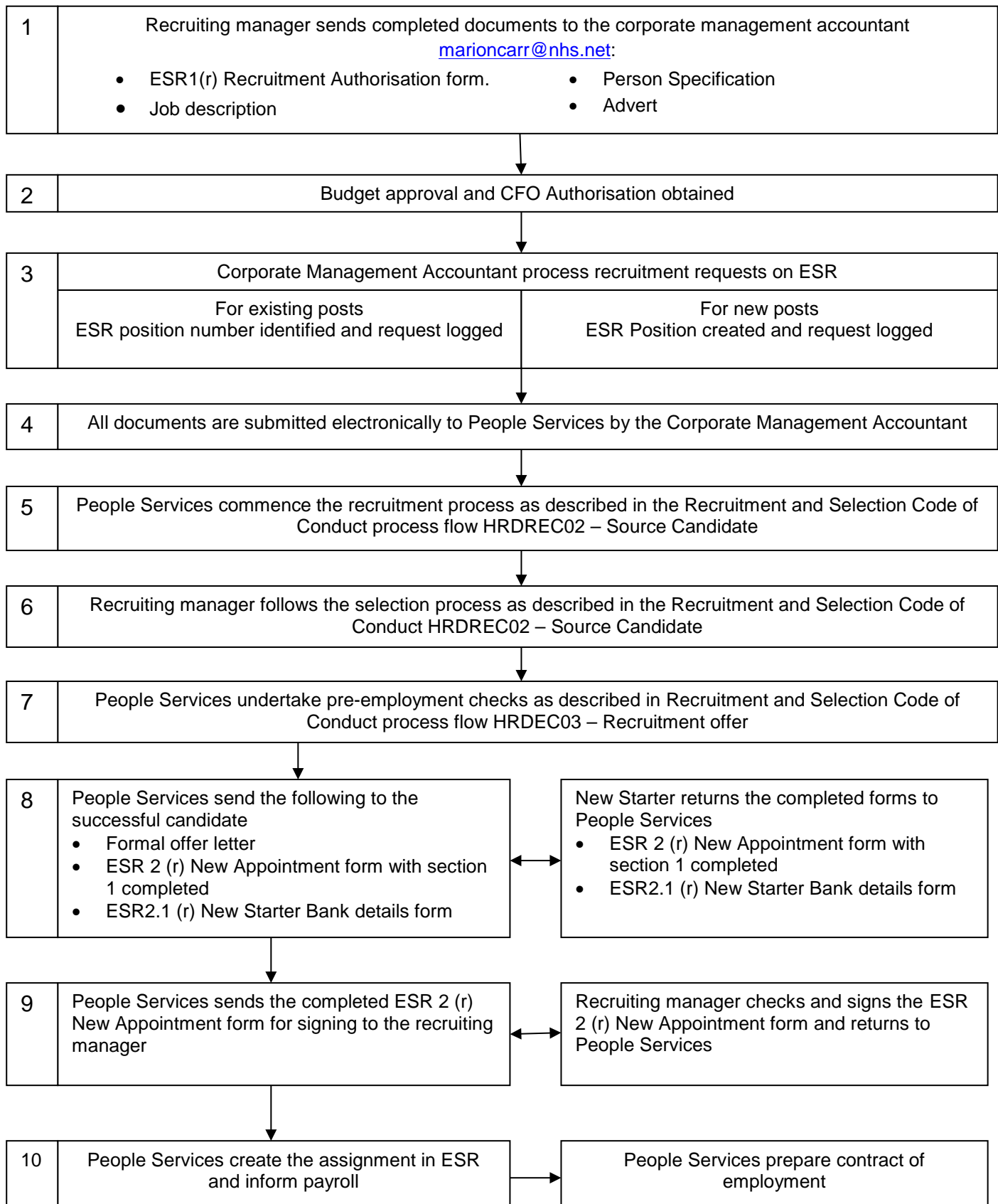
Date: \_\_\_\_\_

Please note :

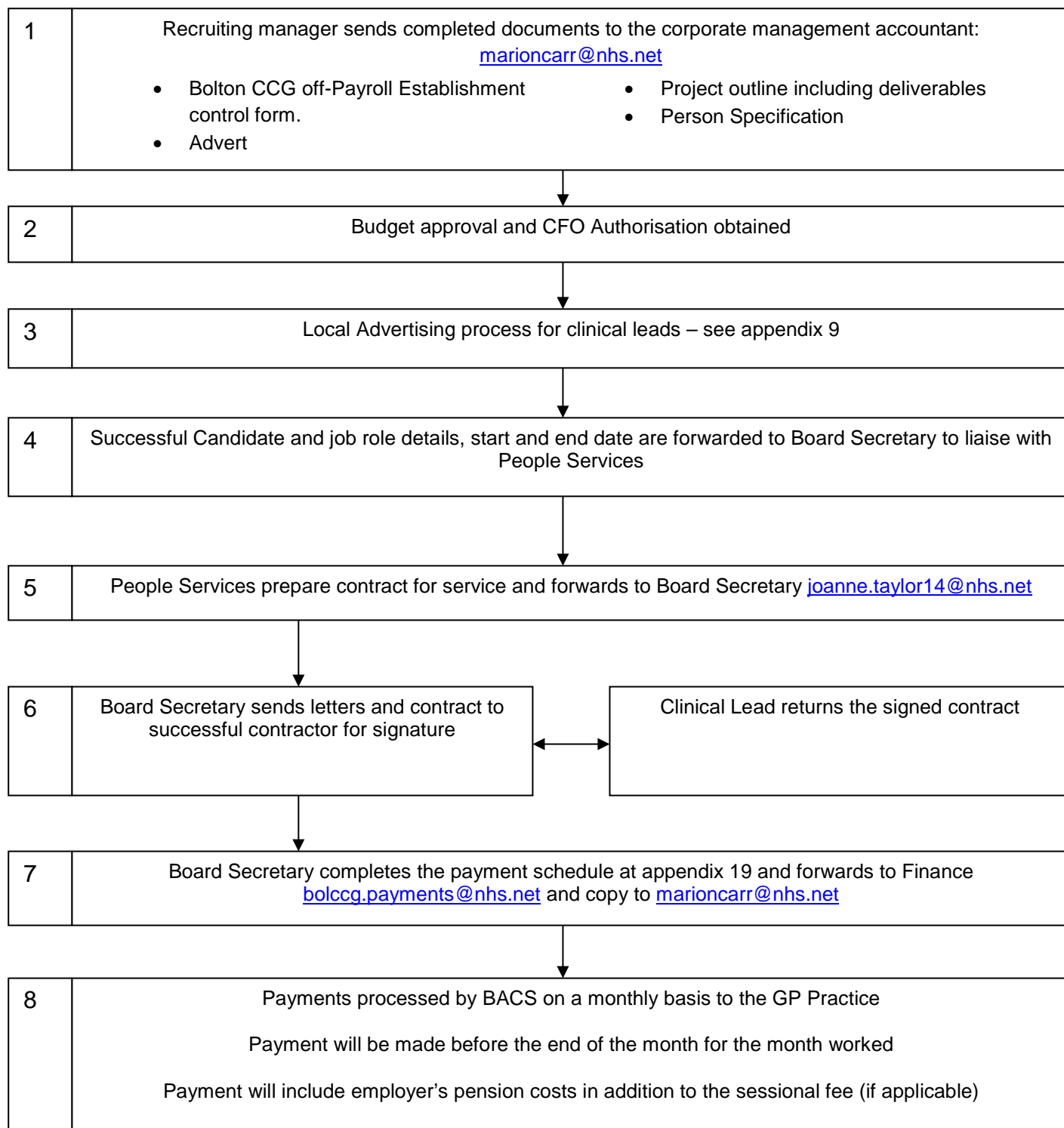
Failure to return this acceptance may void your work placement.

**«Title» «First\_Name» «Last\_Name» (students details for records)**  
**«Address\_Line\_1»**  
**«Address\_Line\_2»**  
**«City»**  
**«Post\_Code»**

**Appendix 9 Document flow for permanent and fixed term employees, clinical leads and executive governing body members**

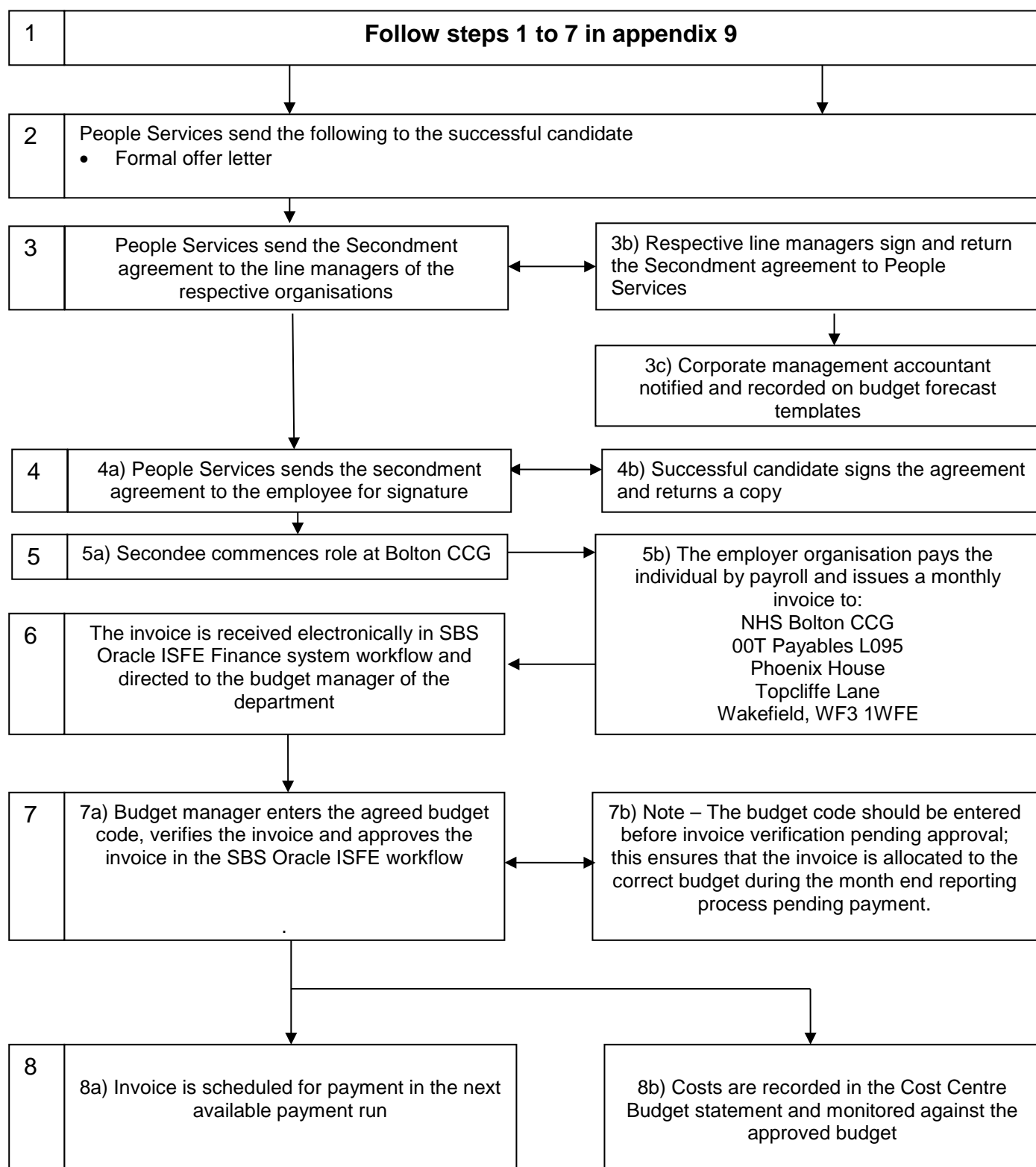


## Appendix 10 Short term GP clinical lead roles less than 6 months



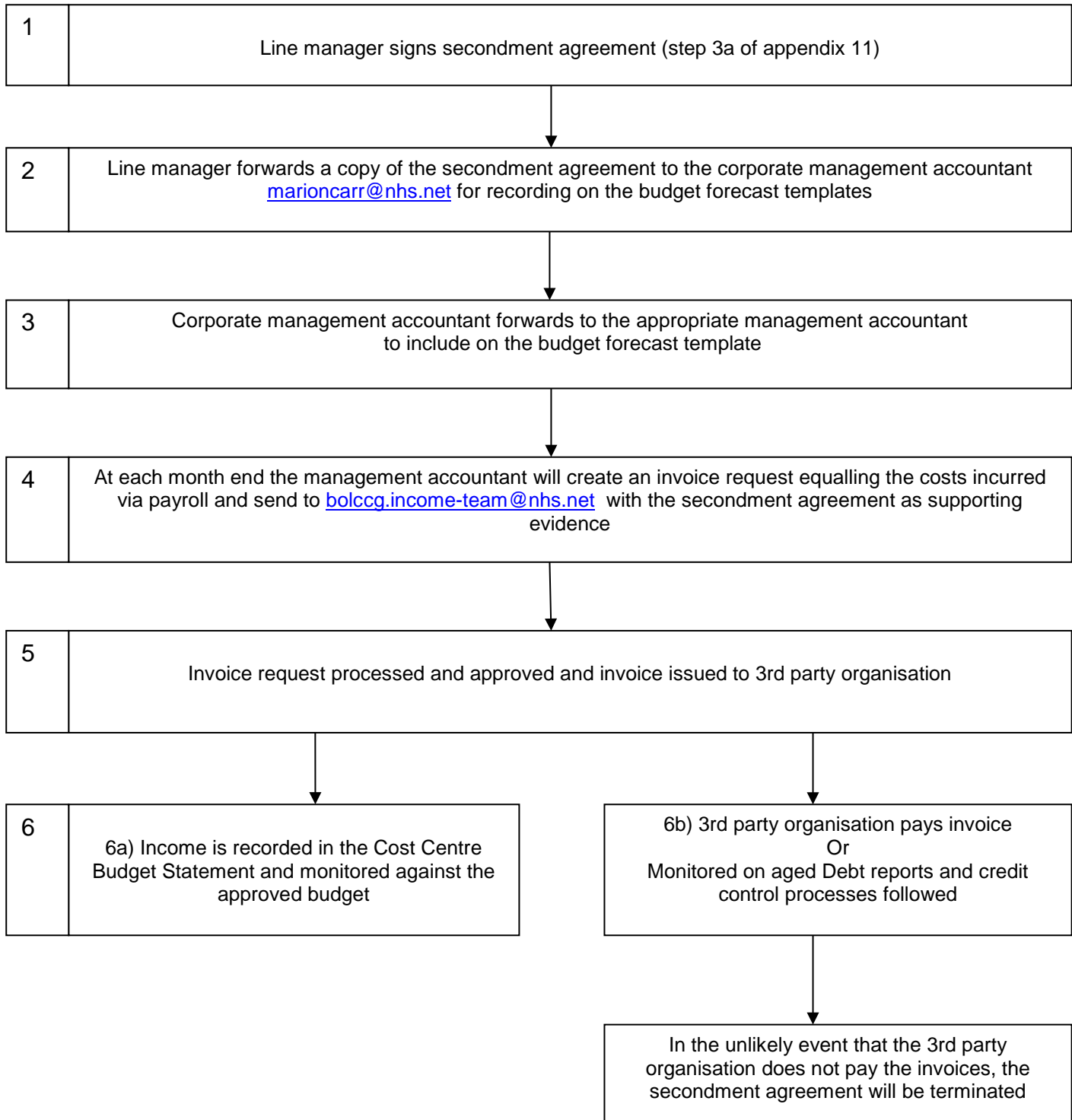
## Appendix 11 – Inward Secondments

The same authorisation and recruitment processes described in appendix 1 apply, however the process varies following selection of the successful candidate.

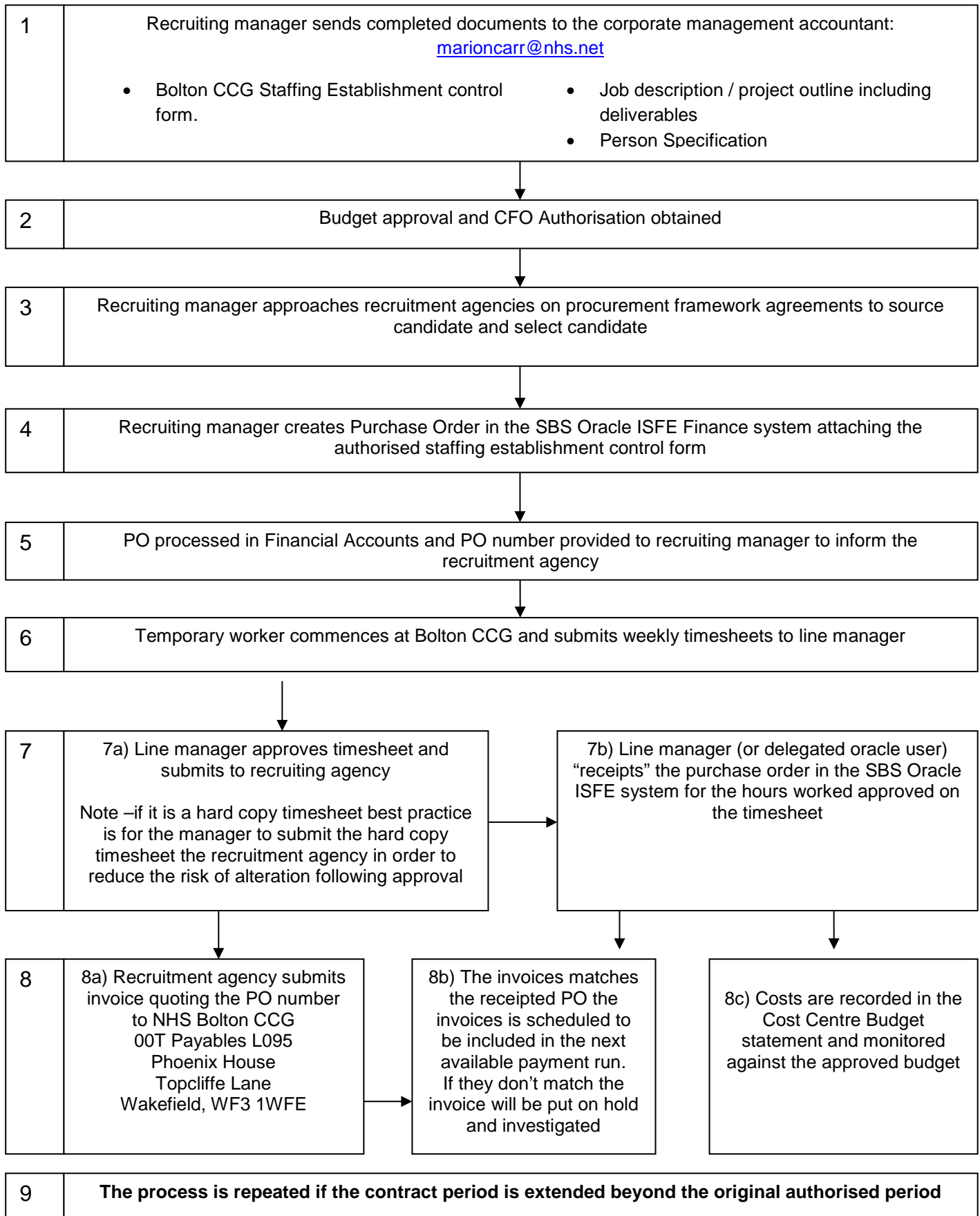


## Appendix 12 – Outward Secondments

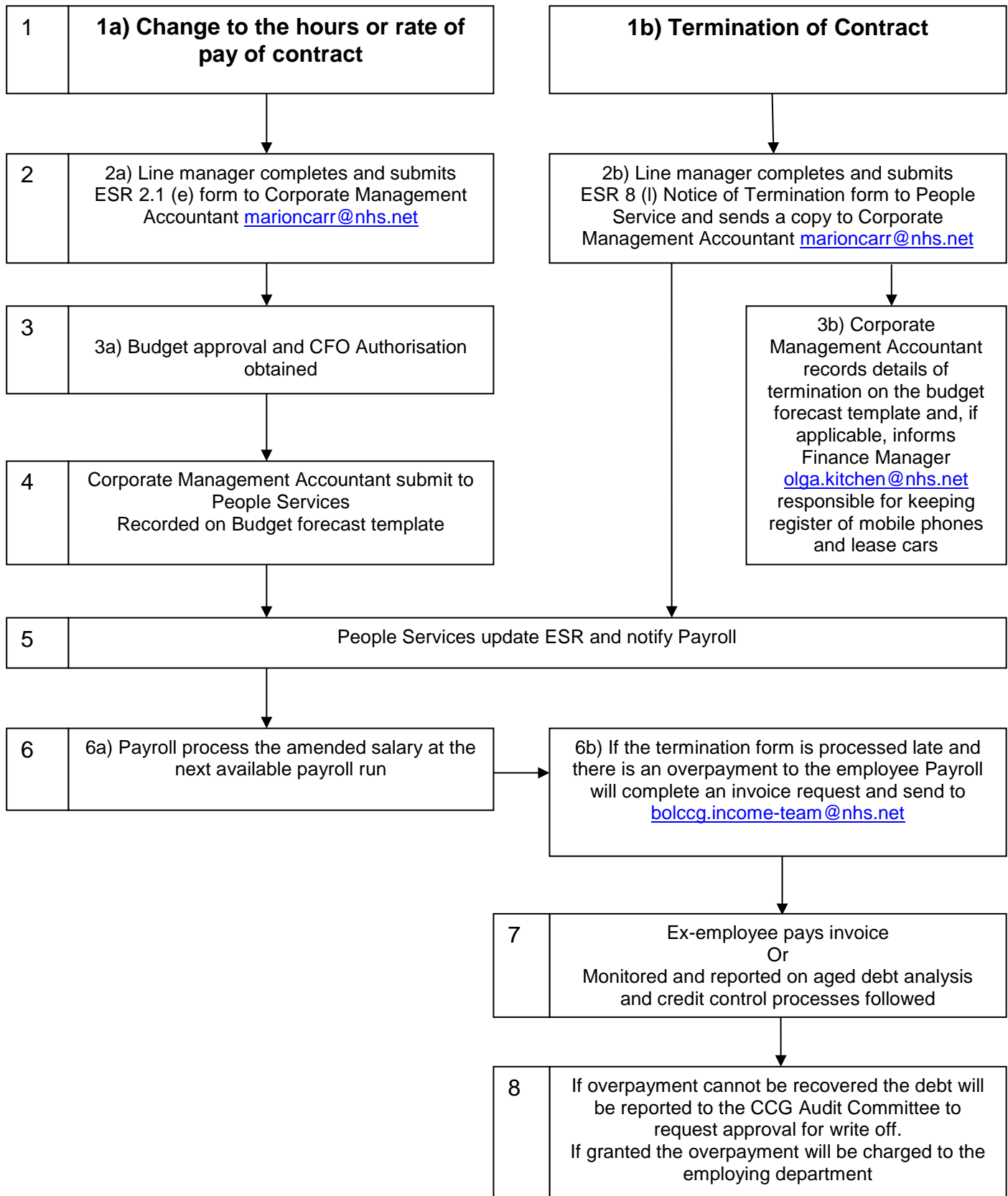
Members of staff who enter into a secondment agreement with a 3<sup>rd</sup> party will remain on Bolton CCGs payroll. The following process must be followed to ensure that the costs are recharged to the 3<sup>rd</sup> party for the duration of the agreement.



## Appendix 13 - Temporary agency staff

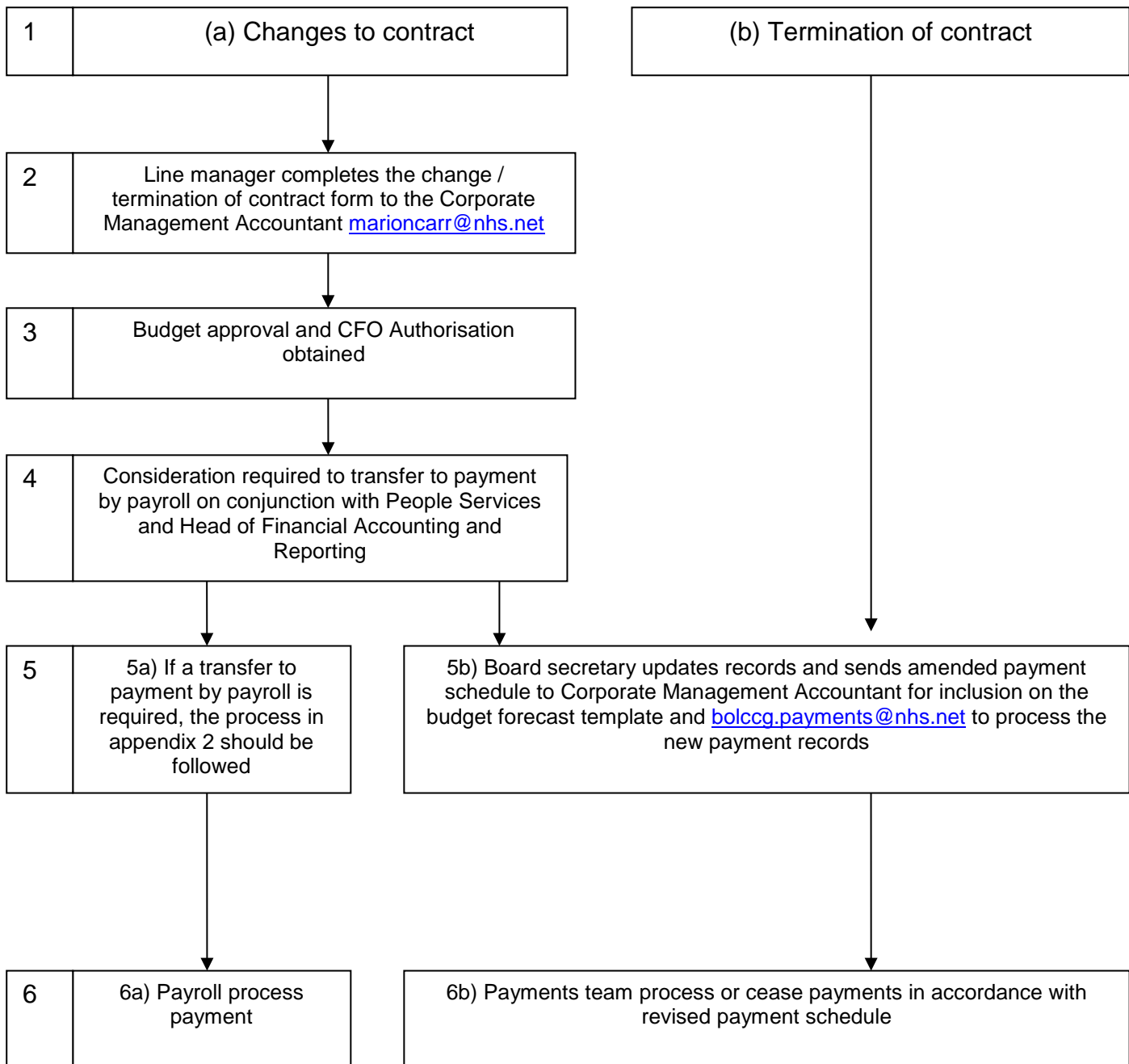


**Appendix 14 – On-Payroll changes or termination of contracts**





## Appendix 15 – Off-Payroll changes or termination of contract



## Appendix 16 - Staffing Establishment Control Form

This Form must be completed before initiating any off-payroll recruitment process including agency staff/consultants/clinical leads and inward secondments.

### Section A: For completion by Appointing Manager

<b>Appointing Manager:</b>	
<b>Job Title of Vacancy or Project</b>	
<b>Band / Pay Scale:</b>	
<b>WTE to be Recruited to:</b>	
<b>Replacement or New Post:</b>	
<b>Contract Type (Fixed Term, Substantive, Secondment, Agency)</b>	
<b>Is this a like for like replacement?</b>	<b>YES / NO</b>
<b>Please use this space to explain why the post must be recruited to. Consider whether it is critical that the post is filled at this time and the implications of not recruiting (i.e. Bank / Agency staff costs). Is it feasible to reduce the hours / band of the post?</b>	

<b>Funding details: Please detail costs associated with this application, including employers NI &amp; Superannuation and any non pay implications:</b>	
<b>Is there sufficient budget available to support this application:</b>	<b>YES / NO</b>
<b>If No state how this post will be funded</b>	

Is the funding	Recurrent	YES / NO
	Non recurrent	YES / NO
Verified by Finance (Print Name)		
Signature:		
Authorisation of Director (Print Name)		
Signature		
Date		

### **Section B: For Completion by CFO/CO**

Vacancy Authorised?	YES / NO	
If 'No', please provide reasons:		
Chief Financial Officer/ Chief Officer	Name	
	Signature	
Note:	<b>All posts require CFO authorisation except Finance and BI Posts which require CO authorisation.</b>	
Date of decision		

For Finance use only	
Authorised Position Number:	
National Occupation Code:	
Cost Centre Code	
Subjective Code	

## Appendix 17

### Bolton CCG Internal Off – Payroll Notification of Change to contractor information

This form is to be used to request action to change an Off-payroll engagement for short term clinical leads, agency staff on inward secondment.

Section 1 – Person requesting the change	
Line Manager Name	
Line Manager email address	
Line Manager telephone number	

Section 2 – This change affects:	
Name	
Job / Role	
Contract type (Inward secondments /agency/clinical lead/other)	
Approved Contract start date	
Approved contract end date	
Purchase order number	
Budget Code	

Section 3 – Details of change requested	
Type of change	
Change Effective from	
Change Effective to	
Reason for change	
Source of funding	

Details of change	From	To
Termination of contract		
Number of hours		
Number of sessions (if applicable)		
Hourly rate		
Sessional rate		

Does this post need to transfer to payroll	Yes/No	If yes Complete ESR 1(r) form
Reason why this engagement is not transferred to payroll		

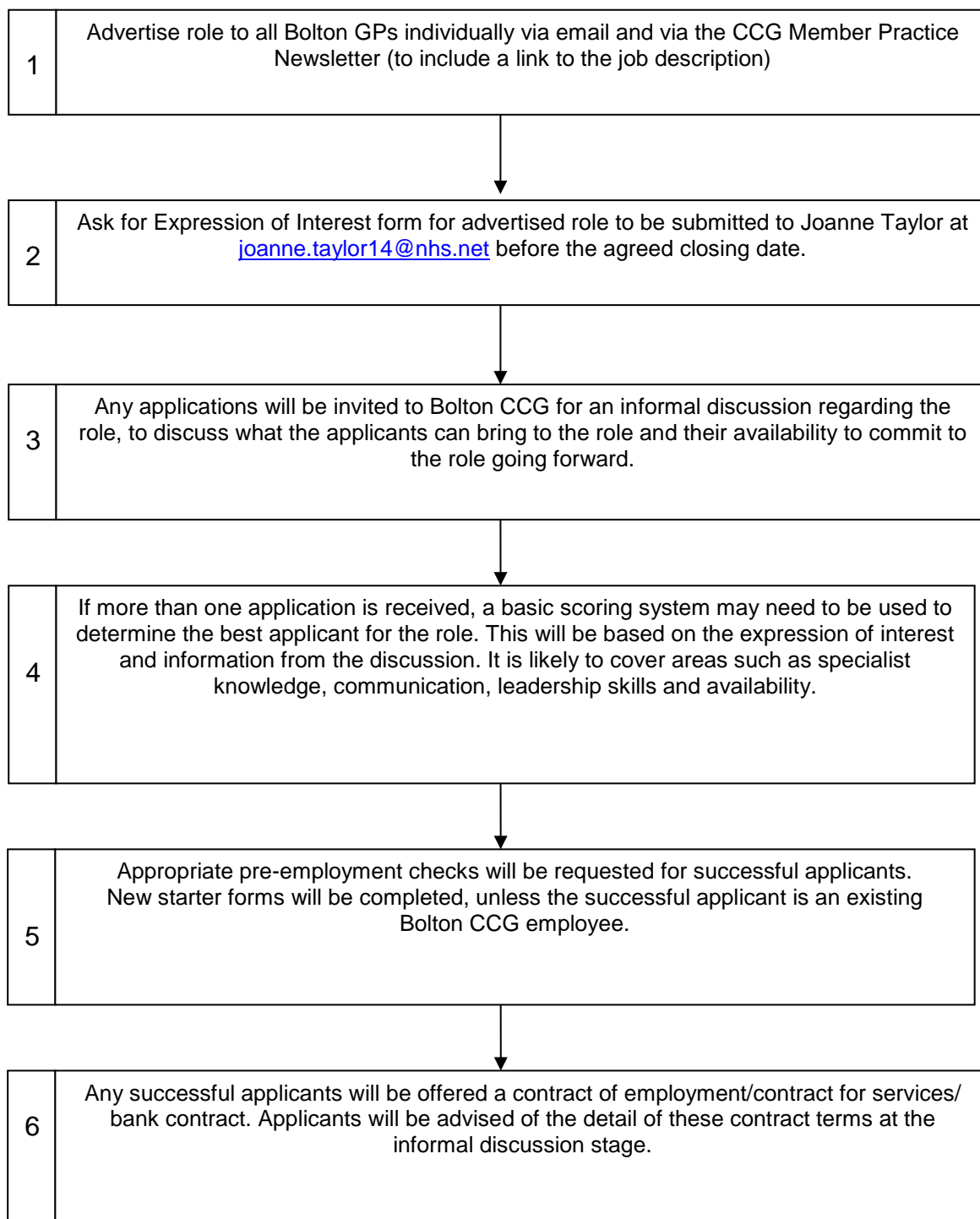
<b>Section 4</b>	<b>Print Name</b>	<b>Signature</b>	<b>Date</b>
Line Manager			
Budget Holder			

<b>Authorisation Level 2 - Finance</b>	<b>Print Name</b>	<b>Signature</b>	<b>Date</b>
Finance Management Accounts			
Chief Finance Officer			

<b>Agreement by Individual</b>	<b>Print Name</b>	<b>Signature</b>	<b>Date</b>

<b>For clinical lead roles the following agreement and assurances are required</b>	
<p>I agree that the CCG has an obligation to request assurances from me that appropriate tax and national insurance contributions are declared and paid to HMRC.            In the event that the assurances are not provided to Bolton CCG I understand the contract for service will be terminated immediately and Bolton CCG has an obligation to report the HMRC.            I understand that Bolton CCG is required to report off-payroll engagements of more than 6 months duration for earnings over £220 per day in its Statutory Annual Report.</p>	
Print Name	
Signature	
Date	

## **Appendix 18 Process for recruiting GPs to Workstream Clinical Commissioning Lead roles within Bolton**



Note : This is not the process for appointing GPs to clinical Governing Body posts

## Expression of Interest Form

When completed, please submit this form to <email address> by <closing date>.

Expression of Interest for the position of:

Applicant  
Name:

Date of  
Application

Applicant  
Contact  
Details:

**With reference to the job description for the above position, please demonstrate how you meet the requirements of this role. Please ensure you consider your knowledge, skills, qualifications, experience and competence in answering this question:**

**MAXIMUM WORD COUNT: 1,000 WORDS**

**Please outline your availability to undertake this role, e.g. any restrictions/flexibility on the days/time available, when you would be available to start, fit with other work commitments etc.:**

**DECLARATION**

<b>Applicant</b>			
Print Name:			
Signature:		Date:	

**You are advised to retain a copy of your expression of interest application for your records**



## Appendix 19

<b>Clinical Lead Payment Schedule</b>					
<b>To be used for short term ad-hoc clinical lead role</b>					
GP Practice :					
<b>Date Work Undertaken</b>	<b>Name</b>	<b>Clinical Lead role</b>	<b>Memo Pensionable Pay£</b>	<b>Employer Pension Contribution £</b>	<b>Total Pension Contribution Payable to Practice£</b>
0.00					
0.00					
0.00					
0.00					
0.00					
0.00					
0.00					
<b>Total 14-15</b>	<b>0.00</b>		<b>0.00</b>		<b>0.00</b>
Payment template for use when paying GP Practices for short term clinical leads roles of 6 months or less					
Contract in place?			Yes /no		
Budget Code					
Line Manager approval					
Budget Holder Approval					
CFO/CO approval if over £30k					



ESR 8



ESR 2.1 (r) NEW



ESR 2.1 (e)



ESR 2 (r) NEW



ESR 1 (r)

(I)NOTIFICATION OF STARTER BANK DETANOTIFICATION OF EISTARTER FORM PCB&RECRUITMENT AUTHI

Most of the CCG's HR forms and policies can now be accessed via the CCG's N Drive/Corporate Office Folder/Document templates.

The username and password to use this site is pdbolton1. Click on 'documents' or 'forms' and make sure you select Bolton in the organisation field