

# Interim Guidelines

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## Version History

V.	Date	Status and/ or amendments
1.0	29/7/16	Approved by Remuneration & Nominations Committee

## Summary

This Policy is written to support the introduction and performance management of interims/contractors within Surrey Downs CCG.

These guidelines provide a fair and objective process to ensure that the standards and values of the CCG are met in every aspect to support the ongoing business needs.

## Equality Statement

Surrey Downs Clinical Commissioning Group (Surrey Downs CCG) aims to design and implement services, policies and measures that meet the diverse needs of our service, population and workforce, ensuring that none are placed at a disadvantage over others. It takes into account the Human Rights Act 1998 and promotes equal opportunities for all. This document has been assessed to ensure that no-one receives less favorable treatment on grounds of their gender, sexual orientation, marital status, race, religion, age, ethnic origin, nationality, or disability.

Members of staff, volunteers or members of the public may request assistance with this policy if they have particular needs. If the person requesting has language difficulties and difficulty in understanding this policy, the use of an interpreter will be considered.

Surrey Downs CCG embraces the four staff pledges in the NHS Constitution. This policy is consistent with these pledges.

## Equality Analysis

These guidelines have not been EQiA assessed, as they are guidelines and not a Policy

## Contents

### 1 Introduction

The interim guidelines have been developed to support the introduction and performance management of all interims/contractors within Surrey Downs CCG.

These individuals are not employees but do require a clear framework to ensure legal and tax compliance as well as a process to ensure that performance is managed throughout the length of the contract.

### 2 Definitions

### 3 Process

### 4 Associated Documentation

### 5 Appendices

# Interim Guidelines

## 1. Purpose

These guidelines are to provide a clear process for the “contracting services“, reviewing and managing interims/contractors within the CCG. These guidelines are in place to ensure that the CCG has a clear, consistent and fair approach to the contracting services, by setting clear objectives and managing the performance of interims/contractors.

These guidelines do not apply to temporary staff that are managed directly through a recognised 3<sup>rd</sup> party agency on the Provider Framework.

## 2. Definitions

Interim	Individuals who provide “contracted services” within the CCG directly and are paid on a daily rate.
Contractor	Individuals who provide “contracted services” through a third party provider and are paid on a daily rate.

## 3. Process

### 3.1 Interim

All interims contracted for services within the CCG must provide the following information:-

- Copy of Certificate of Incorporation ( if they are contracted services through a Limited Company) and/or
- Letter from Accountant (confirming that they following HMRC regulations & VAT regulations),
- Passport

Additionally, interims will be expected to sign the following documentation on their first day:-

- Agreement for Services
- Conflict of Interest form
- In Case of Emergency Contact Numbers
- Agree and sign the Objective Setting Agreement (agree and abide by the CCG values)

## 3.2 Contractor

All contractors will be expected to provide a “contracted services” Agreement from their 3<sup>rd</sup> party provider prior to starting with Surrey Downs CCG.

Additionally, contractors will be expected to sign the following documentation on their first day:-

- Conflict of Interest form
- In Case of Emergency Contact Numbers
- Agree and sign the Objective Setting Agreement (agree and abide by the CCG values)

## 4 Onboarding

It is the line manager’s responsibility to complete a manpower form prior to any recruitment or contact with external agencies.

The line manager will be required to submit an Interim/Contractor Start Form (Appendix B) prior to the first day. For contractors who have come through a 3<sup>rd</sup> party provider, the relevant contract should be attached. Until all the paperwork is complete, submitted invoices will not be paid.

It is the manager’s responsibility to ensure the new starter has access to a desk, PC, email and any equipment to allow the individual to carry out their role.

## 5 Performance Management

To ensure that needs of both the interim/contractor and the CCG are met, an agreed set of performance objectives with clear timelines will be agreed and documented (Appendix B), either prior to the agreed start date or on the first day. These objectives must be reviewed on a regular basis determined by the length of the contract or as the line manager deems appropriate.

All required paperwork as outlined in Section 3 and Section 4 remain the responsibility of the line manager.

## 6. Termination of Contract

If the Interim/Contractor defaults in their performance under this Objective Setting Agreement then the other party may terminate this agreement, in line with the “Agreement to provide services” Section 3 – Termination of Agreement by the CCG. At the end of the required contract period the line manager will need to provide HR with notification that the contact will end. This should be at least 2 weeks in advance of the contract ending and must be in writing.

As a guideline, for 3 month contracts, required notice will be 2 weeks, for 6 month contracts, required notice will be 4 weeks. In all cases, notice periods should not exceed 4 weeks in duration.

## 7. Terms of Appointment

It is the line manager's responsibility to inform the Interim/Contractor that overtime payments do not apply.

Interims/Contractors should be made aware that expenses are included in the daily rate. If travel is a requirement of the post, the line manager should make the individual aware of standard process however this can be reviewed on an individual basis and expenses would fall in line with AFC guidance.

## 8. Arrangement/Introduction Fees

Line Managers need to be aware that converting contractors to substantive roles will attract an arrangement/introduction fee; these costs will vary between 3<sup>rd</sup> party providers. As part of the negotiation process, introduction/arrangement fees should be kept to a minimum.

If a contractor wishes to be considered for a substantive role, the arrangement/introduction fee should be clearly outlined on the Manpower Request Form prior to any recruitment activity beginning and must be signed off through the Executive Management Meeting.

If the interim/contractor has worked for the CCG in the last 2 years and is taking a permanent position please do not hire without consulting HR first.

## 9 Associated Documentation

These guidelines should be read in conjunction with:

- Surrey Downs CCG – Vision and Values

## 10. Appendices

- Interim/Contractor Start Form
- Objective Setting Agreement Pro-forma

APPENDIX A

## Interim/Contractor Appointment Form

**PLEASE NOTE:** If the Interim/contractor has been appointed through a 3<sup>rd</sup> party, a copy of the contract MUST be attached for reference.

<b>Employer/Organisation:</b>	Surrey Downs CCG
<b>Name:</b>	
<b>Function:</b>	
<b>Job Title:</b>	

<b>Contract Start:</b>	<b>Contract End:</b>
<b>Hours per week:</b>	<b>Daily Rate:</b>

<b>DBS Required</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>DBS Check Required?</b>	Standard <input type="checkbox"/>	Enhanced <input type="checkbox"/>

**\*Standard DBS** – Where an individual has direct, physical contact with patients as part of their day to day activities. Or, if an individual has an overall budget responsibility for public funds and their job role requires them to be a qualified accountant i.e AACA/ACMA.

**\*Enhanced DBS** – Where an individual has direct and unsupervised contact with children and vulnerable adults as part of their day to day activities.

Authorisation (The Recruiting Manager)	
<b>Name:</b>	<b>Date:</b>

The following paperwork should be attached.			
Copy of Certificate of Incorporation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Accountant Letter	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Contract of Services (if through a 3 <sup>rd</sup> party provider)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Objective Setting Agreement	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

APPENDIX B

OBJECTIVE SETTING AGREEMENT PRO-FORMA

<b>Name</b>	
<b>Line Manager</b>	
<b>Length of Contract</b>	

<b>Objective Overview (1)</b>
<b>Detail of objective (inc Milestones)</b>
<b>Date of Delivery</b>
<b>Objective Overview (2)</b>
<b>Detail of objective (inc Milestones)</b>
<b>Date of Delivery</b>



**OBJECTIVE SETTING PRO-FORMA**

<b>Objective Overview (3)</b>
<b>Detail of objective (inc Milestones)</b>
<b>Date of Delivery</b>
<b>Detail of objective (inc Milestones)</b>
<b>Detail of objective</b>
<b>Date of Delivery</b>

**CCG VALUES**

I confirm that I have read and understood the CCG values and during my contracted services within the CCG, I agree to abide by and role model these values.

**As a CCG we value...**

striving for excellence
people-centred and clinically led
teamwork, where everybody matters
openness, honesty and respect
learning from our experiences
every penny

I understand that I am committing to the achievement of the outlined objectives set out in this Objective Setting Agreement.

Line Manager

Signed	
Name	
Date	

Interim/Contractor

Signed	
Name	
Date	