# Enabling staff movement

Annex A: Sample warranty text

Please note – providers should obtain their own legal advice when entering into workforce sharing agreements, and the sample text may require modification or might not be appropriate for inclusion, depending on the circumstances.

## Pre-employment checks

* + - * 1. Where Staff Members are provided to the Receiving Organisation under the terms of this Agreement, the Employing Organisation warrants that each Staff Member has:
        2. Passed any necessary mandatory checks (including that the Staff Member has met the NHS Employment Check Standards issued under Health Circular HSC 2002/008 (as revised from time-to-time) at the time of recruitment and on an ongoing basis as required (appropriate steps having been taken by the Employing Organisation to update relevant checks where necessary).
        3. Where eligible, undergone a standard/enhanced disclosure and barring service check (or any successor equivalent) within the previous 3 years in respect of which no material matters were raised.
        4. Gained/achieved the relevant qualifications, experience and professional registration in accordance with good industry practice to undertake the work required of them.
        5. A legal right to work in the UK, and to carry out the required work for the Receiving Organisation; and that the Employing Organisation has documentary evidence proving the right to work and has complied with all its legal obligations in this regard.
        6. Completed such mandatory training within the previous year to enable the Staff Member to carry out their role safely (and that the Staff Member will be able to continue to access the Employing Organisation’s mandatory training programme).
        7. Where appropriate due to existing health conditions, occupational health or other relevant medical advice confirming that the individual is fit to undertake the duties required of them.
        8. The Employing Organisation warrants that the [employee/secondee/shared staff, etc] is not prevented by any other agreement, arrangement, restriction (including, without limitation, a restriction in favour of any employment agency, employment business or client) or any other reason, from fulfilling the [employee/secondee/shared staff etc] obligations under the agreement [or licence/--insert as appropriate--].
        9. The Receiving Organisation shall nonetheless undertake an identity check whenever a [employee/secondee/shared staff, etc] is received at the Receiving Organisation’s premises for the purposes of performance of the services. The parties agree that upon effect of this warranty, it shall otherwise be unnecessary for the Receiving Organisation to conduct its own pre-employment checks in respect of the [employee/secondee/shared staff, etc], save as may be required by law.
        10. [Before commencement of the appointment/performance of services by the [employee, etc]], the Employing Organisation shall provide assurance that the relevant checks [as defined] have been undertaken and satisfied. This assurance shall take the form to be agreed between the parties.

Please note: For efficiency reasons, it would be recommended to accept assurance electronically. The parties may decide that providing written assurance beforehand is not necessary in any event.

* + - * 1. If so requested by the Receiving Organisation, the Employing Organisation will provide written assurance and/or copies of the relevant pre-employment checks documentation within [X] working days of receipt of the request.

## Core training

* + - * 1. The Employing Organisation warrants that it will undertake to provide and maintain that the [employee, etc] has received the necessary statutory and mandatory training [defined within the Core Skills Training Framework or as may otherwise be agreed as necessary between the parties] in order to perform the services [as may be defined in the agreement] for the role to which they are appointed.

Note: The 11 modules that combine to create the Core Skills Training Framework are:

* Conflict Resolution
* Equality and Diversity and Human Rights
* Fire Safety
* Health, Safety and Welfare
* Infection Prevention and Control
* Information Governance and Data Security
* Moving and Handling
* Preventing Radicalisation
* Resuscitation
* Safeguarding Children
* Safeguarding Adults
  + - * 1. The Receiving Organisation may nonetheless require the [employee, etc] to undertake training in relation to the Receiving Organisation’s own procedures and as may be required by law. Upon the effect of the warranty above, it will be otherwise unnecessary for the Receiving Organisation to repeat the relevant statutory and mandatory training modules.
        2. Before commencement of the [appointment/performance of services] by the [employee, etc], the Employing Organisation shall provide assurance that the relevant training [as defined] have been provided and maintained. This assurance shall take the form to be agreed between the parties.

Please note: For efficiency reasons, it would be recommended to accept assurance electronically. The parties may decide that providing written assurance beforehand is not necessary in any event.

* + - * 1. If so requested by the Receiving Organisation, the Employing Organisation will provide written assurance and/or copies of the relevant training confirmation documentation within [X] working days of receipt of the request.
        2. Any additional Receiving Organisation-specific mandatory training shall be provided to the Staff Members by the Receiving Organisation. Should, following the provision of a Staff Member by the Employing Organisation, any change(s) occur to any checks or any circumstances arise which leads the Employing Organisation to reasonably conclude that any Staff Member provided to the Receiving Organisation is not safe to practice, the Employing Organisation shall notify the Receiving Organisation of this as soon as is practicable.