

Honorary Contracts and Letters of Access

Unique Identifier:	CORP/POL/567				
Version Number:	3				
Type of Update / Status:	Ratified with Minor / No Technical Changes				
Divisional and Department:	Resourcing and Contracts, Workforce and Organisational Development				
Author / Originator and Job Title:	Kath Barker, International Recruitment Manager for the Talent Acquisition Team				
Replaces:	CORP/POL/567, Version 2, Honorary Contracts and Letters of Access				
Description of amendments:	Updated job titles, department names and the links				
Approved by:	Joint Negotiating Consultative Committee (JNCC)				
Approved Date:	29/07/2021				
Issue Date:	29/07/2021				
Review Date from Date of Approval:	1 Year <input type="checkbox"/>	2 Years <input type="checkbox"/>	3 Years <input checked="" type="checkbox"/> 29/07/2024	4 Years <input type="checkbox"/>	5 Years <input type="checkbox"/>

Version Control Sheet			
This must be completed and form part of the document appendices each time the document is updated and approved			
Date dd/mm/yy	Version	Author	Reason for changes
18/05/21	2	Andrea Padgeon, Resourcing and Contracts Manager	Review date extended by six months.
29/07/21	3	Kath Barker, International Recruitment Manager for the Talent Acquisition Team	Updated job titles, department names and the links

Consultation / Acknowledgements with Stakeholders		
Name	Designation	Date Response Received
	Recruitment Meeting	28/05/2021
Eleanor Palmer Rigby	Interim Associate Director of HR	June 2021

CONTENTS

Version Control Sheet.....	1
Consultation / Acknowledgements with Stakeholders.....	1
1 Introduction / Purpose	3
2 General Principles / Target Audience	3
3 Definitions and Abbreviations	4
3.1.1 Honorary Contract	4
3.1.2 Letters of Access	4
4 Policy.....	4
4.1 Process	4
4.1.1 Obtaining an Honorary Contract	4
4.1.2 Obtaining a Letter of Access	5
4.1.3 Line Manager Responsibilities	5
5 References and Associated Documents	5
Appendix 1: Application Form	7
Appendix 2: Honorary Contract.....	9
Appendix 3: Letter of Access Pre Employment Check Form	12
Appendix 4: Letter of Access	13
Appendix 5: Equality Impact Assessment Form.....	15

Blackpool Teaching Hospitals NHS Foundation Trust		ID No. CORP/POL/567
Revision No: 3	Next Review Date: 29/07/2024	Title: Honorary Contracts and Letters of Access
UNCONTROLLED COPY WHEN PRINTED Current Version held on the Intranet		

1 Introduction / Purpose

Within Blackpool Teaching Hospitals NHS Foundation Trust (the Trust), there are individuals carrying out work who are not paid employees. These individuals include clinicians, managers or those who have joined the Trust for the purposes of education or to gain experience.

If the clinical interaction or period of education or observation involves Trust employees or patients and has a direct bearing on the quality of patient care; or the use of their organs, tissue or data then such individuals must be issued with an Honorary Contract or Letter of Access. This is to ensure they are bound to take proper account of the NHS duty of care, and that the Trust in turn discharges its own duty of care for the individual.

An individual is not required to hold an Honorary Contract or Letter of Access and will be classed as a visitor if:

1. They have an existing contractual relationship with the Trust,
OR
2. Their activities will have no direct bearing on the quality of care of patients as defined in Section 5.

This policy is designed to ensure that relevant checks are carried out prior to the commencement of any period of work.

2 General Principles / Target Audience

This policy applies to all those carrying out work that has a direct bearing on patient care that are not paid employees of the Trust. This will include visiting doctors and overseas fellowships. It also provides guidance for all those involved in the process of arranging and supervising such work.

This policy does not cover:

- those involved in research,
- clinical attachments,
- students on a clinical placement,
- workers covered by a service level agreement between the Trust and a third-party supplier,
- temporary staff employed through an external employment agency,
- volunteers.

For those involved in research please refer to CORP/POL/443, Research Passports, Honorary Research Contracts and Letters of Access (1).

For those undertaking a clinical attachment or observer role please refer to CORP/POL/559 (2).

Blackpool Teaching Hospitals NHS Foundation Trust		ID No. CORP/POL/567
Revision No: 3	Next Review Date: 29/07/2024	Title: Honorary Contracts and Letters of Access
UNCONTROLLED COPY WHEN PRINTED Current Version held on the Intranet		

3 Definitions and Abbreviations

Direct bearing on the quality of care

Actions which could foreseeably directly affect the type, quality or extent of prevention, diagnosis or treatment of illness or foreseeably cause injury or loss to an individual to whom the organisation has a duty of care.

ESR Electronic Staff Record

the Trust Blackpool Teaching Hospitals NHS Foundation Trust

3.1.1 Honorary Contract

An Honorary Contract is a contract issued by the Recruitment team to authorised workers who are paid by a non-NHS organisation and whose employment remains with that other organisation. Without an honorary contract the worker will not be covered by NHS indemnity. Workers undertaking such a role are subject to the same level of pre-employment checks as a substantive employee, in line with the Trust's recruitment and selection policy and NHS Employment Check Standards.

3.1.2 Letters of Access

A letter issued by the recruitment team to workers employed by another NHS organisation but who carry out work at the Trust. As they are already employees of the NHS they already have the required NHS indemnity. The substantive employer will need to confirm that all pre-employment checks have been completed in line with the NHS Employment Check Standards (3).

4 Policy

4.1 Process

4.1.1 Obtaining an Honorary Contract

Where a manager wishes to support a person who is not already employed within the NHS to undertake work at the Trust a request for an honorary contract must be made using the application form in Appendix 1. **Please note as full pre-employment checks will be required it is advised that at least 8 weeks' notice of the anticipated start date should be given.** The completed application form should be forwarded to the recruitment team to allow the pre-employment checks to be undertaken.

The pre-employment checks will follow the NHS check standards, as defined in the Recruitment and Selection Policy (4)

<http://fcsp.xfyldcoast.nhs.uk/trustdocuments/Documents/CORP-POL-532.docx>

and will be as follows:

- Identity Check.
- Professional Registration and Qualifications.
- Right to Work.

Blackpool Teaching Hospitals NHS Foundation Trust		ID No. CORP/POL/567
Revision No: 3		Title: Honorary Contracts and Letters of Access
Next Review Date: 29/07/2024		
UNCONTROLLED COPY WHEN PRINTED		
Current Version held on the Intranet		

- Employment History and References.
- Work Health Assessment.
- Criminal Records Check.

Where a Disclosure and Barring service check is required confirmation will be needed as to the funding for the check.

The Talent Acquisition team will undertake the pre-employment checks and once completed will inform the requesting manager and issue the contract (Appendix 2). The worker will also be added to the Electronic Staff Record (ESR) system to maintain an accurate record of the dates of the honorary contract and ensure any professional registration checks are periodically carried out.

The applicant must **NOT** start work until all checks are completed.

4.1.2 Obtaining a Letter of Access

Where a manager identifies a need for a person currently employed by another NHS organisation to undertake work at our Trust they must complete the application form (Appendix 3). This must then be forwarded to the Talent Acquisition team.

The Talent Acquisition team will contact the employing Trust and request confirmation of all pre-employment checks using the appropriate request form (Appendix 4).

Once the confirmation of checks is completed the Talent Acquisition team will issue a letter of access (Appendix 5).

4.1.3 Line Manager Responsibilities

Line Managers are responsible for the worker and must ensure that they are given an appropriate induction and a suitable level of training.

Should the manager have any concerns about the competence, behaviour or attendance these must be addressed immediately. If the concerns would require HR intervention should the worker have been a substantive employee advice should be sought from the Workforce Advisory ServiceTeam.

At the end of the contract the line manager must ensure all Trust Property, including the ID badge, is returned.

5 References and Associated Documents

1. **BTHFT - Policy.** Research Passports, Honorary Research Contracts and Letters of Access. [Online] 16 04 2019. [Cited: 14 09 2021.]
<http://fcsp.xfyldecoast.nhs.uk/trustdocuments/Documents/CORP-POL-443.docx>.
 CORP/POL/443.

Blackpool Teaching Hospitals NHS Foundation Trust		ID No. CORP/POL/567
Revision No: 3	Next Review Date: 29/07/2024	Title: Honorary Contracts and Letters of Access
UNCONTROLLED COPY WHEN PRINTED		
Current Version held on the Intranet		

2. —. Clinical Attachment Policy. [Online] 05 10 2019. [Cited: 14 09 2021.] <http://fcsp.xfyldecoast.nhs.uk/trustdocuments/Documents/CORP-POL-559.docx>. CORP/POL/559.
3. **NHS Employers**. Employment standards and regulation. [Online] [Cited: 14 09 2021.] <https://www.nhsemployers.org/topics-networks/employment-standards-and-regulation>.
4. **BTHFT - Policy**. Recruitment and Selection. [Online] 29 07 2021. [Cited: 14 09 2021.] <http://fcsp.xfyldecoast.nhs.uk/trustdocuments/Documents/CORP-POL-532.docx>. CORP/POL/532.

Blackpool Teaching Hospitals NHS Foundation Trust		ID No. CORP/POL/567
Revision No: 3	Next Review Date: 29/07/2024	Title: Honorary Contracts and Letters of Access
UNCONTROLLED COPY WHEN PRINTED Current Version held on the Intranet		

Appendix 1: Application Form**Blackpool Teaching Hospitals NHS Foundation Trust
Honorary Contract and Letter of Access Application Form**

Applicant Name (Dr/Mr/Mrs/Miss/Ms)	
Applicant DOB	
Applicant Address	
Applicant Phone	
Applicant Email	

Substantive Employer Name	
Substantive Employer Address	
Substantive Employer Email	
Substantive Employer Phone	

Name of department in which honorary duties will be taking place	
Name and email of Supervisor whilst honorary applicant is present at Trust	
Date which Honorary applicant wishes to commence	
Date which Honorary applicant wishes to finish	

Declaration:

As the responsible Trust employee for the honorary appointee, you are responsible for the actions of the honorary appointee whilst they are undertaking duties which fall under the capacity in which they are authorised to work.

Your responsibility that the individual has received the appropriate clearance in accordance with their role and that clear guidelines exist regarding the capacity in which they are authorised to work.

It is your responsibility that the individual receives adequate supervision and adheres to the legal and Trust guidelines as detailed in honorary contracts.

By signing the application, you are agreeing to abide by the above statement.

Blackpool Teaching Hospitals NHS Foundation Trust		ID No. CORP/POL/567
Revision No: 3	Next Review Date: 29/07/2024	Title: Honorary Contracts and Letters of Access
UNCONTROLLED COPY WHEN PRINTED Current Version held on the Intranet		

Appendix 1: Application Form	
Name of Divisional Director	
Signature of Divisional Director	
Date	
Name of Applicant	
Signature of Applicant	
Date	
<p>Please ensure that the following is attached this application:</p> <p>Up to date CV</p>	

Appendix 2: Honorary Contract

HONORARY CONTRACT

This Agreement is between:

Blackpool Teaching Hospitals NHS Foundation Trust

(hereinafter referred to as 'the Trust')

and **xxxx**

Title of Placement Post: **xxx**

Date of Commencement: **xxx**

Normal Place of Work: **xxx**

This document is not a substantive contract but describes the main terms and conditions of this Agreement whilst attending the Trust. The person to whom you are responsible to whilst in the Trust is **xxxx**.

No employment protection will accrue under current employment legislation, in relation to accrual of NHS or Trust service, annual leave entitlement or redundancy pay.

1) DUTIES

The duties and working pattern of this Honorary Contract are those defined by the person to whom you are responsible (named above) in relation to active research collaboration with various Consultants within the Trust.

2) POLICIES AND PROCEDURES

During the duration of this Honorary Contract, you are obliged to comply with the Trusts policies and procedures.

HEALTH AND SAFETY

The Trust will ensure, as far as is reasonably practicable, the provision of a safe working environment for all, and adequate facilities and arrangement for their welfare at work.

The Trust has in place a Health and Safety Policy with local procedures for each Ward and Department.

A copy of these are held in each Department, and it is the responsibility of everyone to comply with the Health and Safety Policy and local procedures.

As part of the Health and Safety Policy, it is the responsibility of everyone to take reasonable care for the health and safety of themselves and of other people who may be affected by their actions at work.

The post holder must comply with all relevant policies, procedures and training on infection, prevention and control.

RESEARCH

Any research undertaken within the Trust should adhere to the Trust's policies on Research Governance Framework and Indemnity while undertaking research activities, and reflect all other relevant policies.

Blackpool Teaching Hospitals NHS Foundation Trust		ID No. CORP/POL/567
Revision No: 3		Title: Honorary Contracts and Letters of Access
Next Review Date: 29/07/2024		
UNCONTROLLED COPY WHEN PRINTED		
Current Version held on the Intranet		

Appendix 2: Honorary Contract

CONFIDENTIALITY AND DATA PROTECTION

During your placement with Blackpool Teaching Hospitals NHS Foundation Trust you may have access to confidential information that you must not reveal to third parties or individuals other than those authorised to see or hold that information.

If appropriate, you will be provided with a computer password, which will allow you access to the relevant sections of the Company computer systems and you must not disclose this password to any other individual with the Company.

You should always log out of your computer on leaving the premises and retain all confidential information in a safe and secure manner. Confidential files or information must be kept in a lockable filing cabinet in locked offices and due care and attention must be paid to not leaving any information of a confidential nature on open view.

3) REHABILITATION OF OFFENDERS ACT 1974

Because of the nature of work which you will be undertaking involves direct contact with people who are receiving a health service, we have been obliged to ask you, in connection with your employment or education establishment, to disclose any convictions you may have. Under the conditions of the above Act, you are not entitled to withhold information about convictions which otherwise might be considered 'spent'. Failure to disclose such convictions will invalidate this Agreement.

4) PROFESSIONAL REGISTRATION

Your placement is subject to professional registration with the GMC and you must be on the register and continue to remain on that Register, during the whole of your Reciprocal Agreement with the Trust and you will be required to provide evidence of such.

5) PERSONAL PROPERTY

The Trust cannot accept responsibility for loss of or damage to personal property, or to tools or instruments provided by the individual and used for the purposes of the Honorary Contract, whether caused by fire, burglary, theft or otherwise. Individuals should therefore consider obtaining insurance cover in respect of their property.

6) TRUST PROPERTY

Where protective clothing and/or uniform is issued, it must be worn at all times whilst on duty. The Trust uniform policy must be adhered to, as failure to do so could result in disciplinary action. Protective clothing, uniforms, keys or other items that may be issued to you, remain the property of the Trust and must be returned on termination of this Agreement.

I would be grateful if you would confirm your acceptance of this honorary appointment by signing and returning to me the enclosed copy of this Honorary Contract.

Please contact me on if you require any further information.

Yours sincerely

Issue Date: xxxxxx

Blackpool Teaching Hospitals NHS Foundation Trust		ID No. CORP/POL/567
Revision No: 3		Title: Honorary Contracts and Letters of Access
Next Review Date: 29/07/2024		
UNCONTROLLED COPY WHEN PRINTED		
Current Version held on the Intranet		

Appendix 2: Honorary Contract

DO NOT DETACH

FORM OF ACCEPTANCE – I hereby accept this honorary appointment as detailed, on the terms and subject to the conditions referred to therein.

Signed:

Name:

Date:

Blackpool Teaching Hospitals NHS Foundation Trust		ID No. CORP/POL/567
Revision No: 3	Next Review Date: 29/07/2024	Title: Honorary Contracts and Letters of Access
UNCONTROLLED COPY WHEN PRINTED Current Version held on the Intranet		

Appendix 3: Letter of Access Pre Employment Check Form**Blackpool Teaching Hospitals NHS Foundation Trust
Honorary Contract Pre-Employment Checks**

Applicant Name (Dr/Mr/Mrs/Miss/Ms)	
Applicant DOB	
Post Title	
Start Date at Trust	
Contract Type	
GMC number (If applicable)	
Date of Last Revalidation / Appraisal	

Please circle the appropriate response below, indicating that you as the substantive employer hold the following information, including the date these were obtained:

Two satisfactory references	Yes / No Date obtained:
Occupational Health Clearance	Yes / No Date obtained:
Passport or Right to work	Yes / No Date obtained:
Qualifications/ Professional Registration required for the role	Yes / No Date obtained:
Disclosure & Barring Service (DBS) (the new CRB) check	Yes / No Date obtained:
Are there any conduct or capability issues we should be aware of?	Yes / No Details:

Please fill in your details below to confirm that the information provided is correct to the best of your knowledge

Name	
Job Title	
Date	
Signed	

Appendix 4: Letter of Access

Name

Address

Dear Dr XXXX,

Letter of access for <<Activities>>

This letter confirms your right to access Blackpool Teaching Hospitals NHS Trust for the purpose of the above <<activities>> and on the terms and conditions set out below. This right of access commences on the <<Start Date>> and ends on the <<End Date>>, unless terminated earlier in accordance with the clauses below.

The organisation is satisfied that the reason of access as detailed above is commensurate with the activities you undertake for your employer. You have a right of access to conduct such activities as confirmed above.

Your employer has confirmed in writing to this organisation that the necessary pre-engagement checks are in place in accordance with the activities you plan to carry out in the organisation.

You are considered to be a legal visitor to Blackpool Teaching Hospitals NHS Trust premises. You are not entitled to any form of payment or access to other benefits provided by Blackpool Teaching Hospitals to employees and this letter does not give rise to any other relationship between you and Blackpool Teaching Hospitals or this organisation, in particular that of an employee.

While undertaking your activities at Blackpool Teaching Hospitals, you will remain accountable to your employer, <<Name of Employer>>.

Where any third party claim is made, whether or not legal proceedings are issued, arising out of or in connection with your right of access, you are required to co-operate fully with any investigation by Blackpool Teaching Hospitals NHS Trust in connection with any such claim and to give all such assistance as may reasonable be required regarding the conduct of any legal proceedings.

You are required to co-operate with Blackpool Teaching Hospitals in discharging its duties under the Health and Safety at Work Act 1974 and other health and safety legislation and to take reasonable care for the health and safety of yourself and others while on Blackpool Teaching premises. Although you are not a contract holder you must observe the same standards of care and propriety in dealing with patients, staff, visitors, equipment and premises as is expected of a contract holder and you must act appropriately, reasonably and professionally at all times.

You are required to ensure that all information regarding patients or staff remains secure and *strictly confidential* at all times. You must ensure that you understand and comply with the requirements of the NHS Confidentiality Code of Practice and the Data Protection Act 2018. Furthermore you should be aware that under the Act, unauthorized disclosure of information is an offence and such disclosures may lead to prosecution.

The organisation(s) will not indemnify you against any liability incurred as a result of any breach of confidentiality or breach of the Data Protection Act 2018. Any breach of the Data Protection Act 2018 may result in legal action against you and/or your substantive employer.

You should ensure that, where you are issued with an identity badge, it is returned upon termination of this arrangement. Please also ensure that while on the premises you wear you ID badge at all times.

This letter may be revoked and your right to attend the organisation terminated at any time either by giving seven days' written notice or immediately without any notice if you are in breach of any of the term and conditions described in this letter or if you commit any act that we reasonably

Blackpool Teaching Hospitals NHS Foundation Trust		ID No. CORP/POL/567
Revision No: 3		Title: Honorary Contracts and Letters of Access
Next Review Date: 29/07/2024		
UNCONTROLLED COPY WHEN PRINTED		
Current Version held on the Intranet		

Appendix 4: Letter of Access

consider to amount to serious misconduct or to be disruptive and/or prejudicial to the interests and/or business of the organisation or if you are convicted of any criminal offence. You must undertake regulated activity if you are barred from such work. If you are barred from working with adults or children this letter of access is immediately terminated. Your employer will immediately withdraw you from undertaking this or any other regulated activity and you **MUST** stop undertaking and regulated activity immediately.

If circumstances change in relation to your health, criminal record, professional registration or suitability to work with adults or children, or any other aspect that may impact on your suitability to conduct research, or your role in research changes, you must inform the organisation that employs you through its normal procedures. You must also inform the nominated manager in each participating organisation.

Yours sincerely

Blackpool Teaching Hospitals NHS Foundation Trust		ID No. CORP/POL/567
Revision No: 3	Next Review Date: 29/07/2024	Title: Honorary Contracts and Letters of Access
UNCONTROLLED COPY WHEN PRINTED Current Version held on the Intranet		

Appendix 5: Equality Impact Assessment Form					
Department	Talent Acquisition Workforce Services	Service or Policy	Honorary Contract and Letters of Access Policy	Date Completed:	May 2021
GROUPS TO BE CONSIDERED Deprived communities, homeless, substance misusers, people who have a disability, learning disability, older people, children and families, young people, Lesbian Gay Bi-sexual or Transgender, minority ethnic communities, Gypsy/Roma/Travellers, women/men, parents, carers, staff, wider community, offenders.					
EQUALITY PROTECTED CHARACTERISTICS TO BE CONSIDERED Age, gender, disability, race, sexual orientation, gender identity (or reassignment), religion and belief, carers, Human Rights and social economic / deprivation.					
QUESTION	RESPONSE		IMPACT		
	Issue	Action	Positive	Negative	
What is the service, leaflet or policy development? What are its aims, who are the target audience?	See purpose				
Does the service, leaflet or policy/ development impact on community safety <ul style="list-style-type: none"> Crime Community cohesion 	No				
Is there any evidence that groups who should benefit do not? i.e. equal opportunity monitoring of service users and/or staff. If none/insufficient local or national data available consider what information you need.	No				
Does the service, leaflet or development/ policy have a negative impact on any geographical or sub group of the population?	No				
How does the service, leaflet or policy/ development promote equality and diversity?	N/A				
Does the service, leaflet or policy/ development explicitly include a commitment to equality and diversity and meeting needs? How does it demonstrate its impact?	N/A				
Does the Organisation or service workforce reflect the local population? Do we employ people from disadvantaged groups	N/A				
Will the service, leaflet or policy/ development i. Improve economic social conditions in deprived areas ii. Use brown field sites iii. Improve public spaces including creation of green spaces?	N/A				
Does the service, leaflet or policy/ development promote equity of lifelong learning?	N/A				
Does the service, leaflet or policy/ development encourage healthy lifestyles and reduce risks to health?	N/A				
Does the service, leaflet or policy/ development impact on transport? What are the implications of this?	N/A				
Does the service, leaflet or policy/development impact on housing, housing needs, homelessness, or a person's ability to remain at home?	N/A				

Appendix 5: Equality Impact Assessment Form				
Are there any groups for whom this policy/ service/leaflet would have an impact? Is it an adverse/negative impact? Does it or could it (or is the perception that it could exclude disadvantaged or marginalised groups?	N/A			
Does the policy/development promote access to services and facilities for any group in particular?	N/A			
Does the service, leaflet or policy/development impact on the environment	N/A			
<ul style="list-style-type: none"> During development At implementation? 				
ACTION:				
Please identify if you are now required to carry out a Full Equality Analysis			No	(Please delete as appropriate)
Name of Author:	Andrea Padgeon	Date Signed:		30.06.16
Signature of Author:				
Name of Lead Person:	Kath Barker	Date Signed:		May 2021
Signature of Lead Person:				
Name of Manager:	Eleanor Palmer Rigby	Date Signed:		June 2021
Signature of Manager				