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21 May 2013

Personal Private & Confidential

Name:

Address:

Dear

**CONTRACT OF HONORARY APPOINTMENT (UNPAID)**

**POST TITLE:-**

I am instructed by Gloucestershire Hospitals NHS Foundation Trust (hereinafter referred to as the Trust) to confirm your appointment as an Honorary XXXXXXXXXXXX commencing on XXXX for a period of XXX until XXX, subject to the Terms and Conditions of Hospital Medical and Dental Staff.

SESSIONS BASED AT : Gloucestershire Royal Hospital/Cheltenham General Hospital (delete if applicable). You may be required to work at any site within your employing organisation, including new sites.

YOUR DUTIES WILL BE THOSE OUTLINED BY

A programme of duties will be agreed by the Trust to participate in the existing Trust services provided by the above department. In so far as they are not already covered either with the programme of by the Terms and Conditions of Service the following duties have been assigned to you for the purpose of providing health services under ethe National Health Service Acts in the Trust.

* **Diagnosis and treatment of patients within the Trust**

* **Continuing clinical responsibility for the patients in your charge, allowing for all proper delegation to, and training of, your staff. Subsequently, the duties and places where they may be carried out may be varied by agreement between the Trust and yourself.**

By granting Clinical Status the Trust will allow you access to the patients and facilities within the districts hospitals in order to undertake your work.

You are required to maintain **FULL** registration with the **General Medical Council** throughout the duration of your honorary contract with us. When registration is renewable annually, proof of renewal must be produced to your responsible officer.

The granting of Honorary Clinical Status with the Trust does not entitle you to make any claims for expenses under the Terms and Conditions of Service for Hospital Medical Staff.

You are normally covered by the NHS Hospital and Community Health Services indemnity against claims of medical negligence. However, in certain circumstances (especially in services for which you receive a separate fee) you may not be covered by the indemnity. The Health Departments therefore advise that you maintain membership of a medical defence organisation.

Continuation of your appointment under this Contract is subject to the satisfactory performance of the duties of the post. Unsatisfactory performance will be managed under the appropriate Trust procedures.

All medical practitioners taking up an appointment involving the treatment of children must have their Heaf Test and general immunity state checked.

You will be required to provide documentary evidence of natural or acquired immunity to Hepatitis B. Where this is not possible, the postholder will be required to demonstrate by recent (within the last year) evidence of serology showing the absence of Hepatitis B surface antigen.

These provisions are to meet the requirements of the Department of Health’s instructions to Trusts.

You may be required to undergo such health assessment/screening or precautionary measures e.g. X‑ray, immunisation or blood test as deemed necessary within the Trust's Occupational Health Policies (which are broadly in line with the Department of Health guidelines) as amended from time to time, or as required by statute. Copies of these Policies may be referred to on request to your manager. You will be informed of the specific requirements appropriate to your job during your initial period with the Trust.

The Trust is committed to provide safe and effective care for patients. To ensure this there is an agreed procedure for medical staff that enables them to report, quickly and confidentially, concerns about the conduct, performance or health of medical colleagues. All medical staff practising in the Trust, should ensure that they are familiar with the procedure and apply it. The procedure is available within your Medical Workforce Department.

Honorary posts are required to observe the policies and procedures, which are in existence or may be issued by the Trust from time to time, but they are not entitled to any financial assistance. They are not employees of the Trust.

Under the provisions contained in the Health and Safety at Work Act 1974, the Trust undertakes to ensure as far as is reasonably practicable the health, safety and welfare at work of all its employees.

It is the duty of every employee to:

1. take reasonable care of themselves and for others at work
2. co-operate with the Trust, as far as is necessary to enable them to carry out their legal duty
3. not intentionally or recklessly to interfere with anything provided, including personal protective equipment, for health and safety or welfare at work
4. advise the Trust promptly of any injury sustained whilst at work or sustained elsewhere that might affect your ability to carry out the duties and responsibilities of your role. Copies of the appropriate forms are available from within your department.

It is important that all Medical and Dental Staff are aware that they should not undertake Manual Handling without formal training.

The Trust accepts no responsibility for damage to or loss of property. You are therefore reminded to take out an insurance policy to cover your personal property.

You are required to keep all patient information confidential unless disclosure is expressly authorised by your employer. Misuse of or a failure to properly safeguard confidential data will be regarded as a disciplinary offence.

You are advised that all information concerning patients is strictly confidential and must not be passed on to any unauthorised person. Specifically if you have access to computer-held information, you must be aware of and comply with the requirements of the Data Protection Act, details of which are available from the IT Department.

Clinical Governance is the framework through which this Trust is accountable for continuously improving the quality of its services and safeguarding the high standards of care.  It does so by creating and maintaining an environment in which excellence in clinical care will flourish.

Every member of staff must work within this framework as specified in their individual job description.  If you have concerns on any Clinical Governance matters these should be raised with your supervising consultant, clinical tutor, associate clinical director, clinical director or medical director, whichever is more appropriate.  Every clinical directorate has regular clinical governance meetings.  Your attention is drawn to the Trust guidance on Raising Concerns about Provision of Patient Care.

The Trust is committed to providing safe and effective care for patients.  To ensure this there is an agreed procedure for medical staff that enables them to report, quickly and confidentially, concerns about the conduct, performance or health of medical colleagues.  All medical staff practising in the Trust should ensure that they are familiar with the procedure and apply it.

Professional healthcare staff are responsible for complying with the relevant standards set by their regulatory or professional bodies. A breach of such standards may lead to action by the Trust independent of any action taken by the regulatory or professional body concerned. It will be investigated fairly and appropriate steps taken to prevent a recurrence and address any wider causes.

 The procedure is available within the Medical Staffing Department.

The Trust manages all research in accordance with the requirements of the Research Governance Framework. As an honorary appointment within The Trust you must comply with all reporting requirements, systems and duties of action put in place by the Trust to deliver research governance.

Code of Confidentiality - In the course of your employment, you may have access to see or hear confidential information concerning the medical or personal affairs of patients and/or staff, or other Health Service business. You will be required in the conduct of Trust business to comply with legal and statutory requirements for safeguarding, including national guidance and to undergo annual mandatory training in maintenance of knowledge concerned with the same. Unless acting on the instructions of an authorised officer, on no account must such information be divulged or discussed, except in the performance of normal duty. Breaches of confidence, including the improper passing of registered computer data (including that on the Patient Administration System), will result in disciplinary action which may lead to dismissal. You should also be aware that, regardless of any action taken by your employing authority, a breach of confidence could result in civil action for damages. It is important for you also to realise that this confidentiality clause continues after your employment with the Trust ceases. . All employees of the Trust, howsoever employed, are denied entitlement to access patient or employee records, whether these be in electronic or paper format, unless expressly authorised to do so, in that such access is an express requirement of the incumbent's position. Failure to observe this principle will in every instance be dealt with in accordance with the Trust's Disciplinary Procedure.

In addition, records, including VDU screens and computer printouts of registered data, must never be left in such a manner that unauthorised persons can obtain access to them. Written records containing person identifiable information must either be confidentially destroyed or retained in safe custody in accordance with the Trust Records Management Strategy (May 2002) when no longer required. VDU screens should always be cleared when unattended.

Data Quality - All staff who record patient information, whether on paper or by electronic means, have a responsibility to take care to ensure that the data is accurate, timely and as complete as possible.

Quality Assurance - The Trust has a quality assurance in which attention is drawn to the fact that all staff under common law have a duty of competence and care to their employer.

Meals and Beverages - All meals and beverages are paid for as taken.

No Smoking Policy - The Trust has a No Smoking Policy throughout all premises and grounds.

Intellectual property is defined as the tangible output of any intellectual activity that is new or previously undescribed. It can include the following:

inventions, such as new medical devices, software;

literary works, such as software, patient leaflets, journal articles;

designs & drawings, such as posters, leaflets;

brand names, such as logos and trade marks; and

trade secrets, such as surgical techniques

Any innovation, as defined above, which you develop during the course of your employment with the Trust, will be deemed to be the property of the Trust, unless any agreement is recorded in writing to the contrary.

For further detail and information, please refer to the Trust Policy on Intellectual Property and the NHS ‘Framework and Guidance on the Management and Guidance of Intellectual Property in the NHS 2002’.

Carbon Reduction - It is the duty of every employee to act in accordance with the Trust's commitment to assist with carbon reduction. This includes reducing the use of natural resources, including: electricity, fossil fuels, water, paper and other resources and minimising the production of waste.   Employees will, therefore, refer any matters of idea or concern regarding the use of natural resources through their respective line managers to the appropriate Executive Director.

If you agree to the Terms and Conditions specified above, please sign your acceptance at the foot of this letter and return to me. A second letter is attached which you should also sign and retain for future reference.

May I welcome you to the Trust.

Yours sincerely

Pauline Hibbert

**Medical Staffing Manager**

**Gloucestershire Hospitals NHS Foundation Trust**

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Declaration

I acknowledge receipt of this honorary contract and accept its contents. I have retained a copy of this letter for my own information.

SIGNED: .....................................................…......................... DATE: ..................................................