

Honorary employment contract: Template offer letter

Note: This tool forms part of a suite of guidance documents, tools and templates developed by the IPS Grow consortium. It should be read in conjunction with document "2.0 Introduction to IPS Grow delivery tools". Further information can be found at www.ipsgrow.org.uk. Please ensure you adapt this document fully to comply with local requirements. This tool was last updated June 2018.

PRIVATE & CONFIDENTIAL

Workforce Directorate
Address
Tel:

Dear,

Re: Honorary Contract

I have the pleasure in offering you an Honorary Contract for the position of Employment Specialist on behalf of **XXX** Mental Health Trust. You will be able to offer support services to our patients, sit in on team, professional or network meetings, and lead clinical sessions.

The period of this Honorary Contract is for **X year from month to month and year**

Either party, without prior notice, may terminate this Honorary Contract at any time where reasonable grounds exist.

This Honorary Contract is issued to you on the understanding that you will not be entitled to receive any financial benefits or any other benefits in kind. Nor will you be entitled to any form of paid leave, paid holidays, public holidays, sick pay etc.

For the duration of your Honorary Contract you will work under the direction of (**Managers Name**) with whom you will agree your working pattern. You will be expected to comply with the Working Time Regulations of **XXX** Mental Health Trust.

You will be expected to carry out your work in a manner that is safe and devoid from risk to your own health and that of others. It is expected that throughout the period of your contract you will co-operate with the Trust in complying with any relevant statutory regulation which may be imposed by the Trust.

As an Employment Specialist you are permitted to:

- Have contact with patients with the referral from the medical doctors, unit/team manager, primary nurse, nurse in charge, lead occupational therapist, psychotherapist or clinical psychologist of the relevant team.
- Have access to patients' notes which you must not amend or alter, except to add any details of your contact with the patient.
- Provide employment services for the patients.
- Participate with other members of the team in clinical meetings.

During the period of your Honorary Contract you are NOT permitted to:

- Make any changes in the clinical planning and management of patients.
- Prescribe medication or request radiological examinations or other diagnostic investigations of patients.
- Physically examine or undertake any procedure on a patient.
- Act as an assistant in emergency situations.

Whilst you are not regarded as an employee of [XXX](#) Mental Health Trust, during the term of your Honorary Contract, the Trust recognises certain legal obligations to you whilst you are legitimately carrying out your work and, while you are legitimately engaged in those activities within the Trust, the Trust will owe you the same duty of care as if you were an employee.

Acceptance of Gifts:

Gifts from contractors or others must be declined and you must not accept hospitality from individuals concerned with the supply of goods or services. People who offer such gifts should be encouraged to make a donation to one of the Trust's related charities. Such gifts or hospitality should be appropriately recorded in accordance with Trust Policy.

Further information, including details of the Trust's Policy on Standards of Business Conduct, which gives further details on this subject, is available from your Manager, via the Trust Intranet or from Human Resources.

Confidentiality:

Any matters of a confidential nature, in particular information relating to the diagnosis and treatment of patients, individual staff records and details of contract prices and terms, must under no circumstances, be passed on to any unauthorised person or persons. Regardless of any action taken by the Trust, a breach of the Data Protection Act 1998 could result in criminal or civil action for damages against you.

Health & Safety at Work Act:

You are reminded that in accordance with the Health and Safety at Work Act 1974 (including Regulations and Codes of Practice issued thereunder), you have a duty to take reasonable care to avoid injury to yourself and to others by your work/activities, and that you co-operate with the Trust and others in meeting statutory requirements.

Loss/Damage of Personal Effects:

You will appreciate and understand that should you incur loss or damage to any personal property during the period of your Honorary Contract with the Trust, either by burglary, fire, and theft or otherwise, the Trust cannot accept liability. You are, therefore, advised to provide your own insurance cover.

Intellectual Property

As a contract holder, you must comply with all intellectual property expectations, reporting requirements, systems and duties of action put in place by the Trust.

Policies & Procedures

During the term of your Honorary Contract you must abide by the Trust Policies and Procedures including Disciplinary, Grievance and any relevant Codes of Conduct. These policies are available on the Trust Intranet and hard copies are available in your department or from Human Resources. It is your responsibility to familiarise yourself with these and any other relevant Trust's Policies and Procedures.

If you agree to accept this Honorary Contract on the terms specified, please sign the form of acceptance below (please do not detach from this letter) and return it to Human Resources as soon as possible, in the envelope provided.

Yours sincerely

Signature XXX
On behalf of XX Mental Health NHS Trust

ACCEPTANCE:

I hereby accept this Honorary Contract on the terms and conditions stated above.

Full name:.....

Signature:..... Date:.....

Please return one signed copy of this letter to XX Workforce Directorate, (address) and retain one copy for your own personal reference

NOTE: please review this document with your Trust to ensure all local requirements are included