

Livewell Southwest

**Honorary Contracts, Visitors Declarations &
Contracts for Services**

Version No. 2

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Notice to staff using a paper copy of this guidance

The policies and procedures page of Intranet holds the most recent version of this guidance. Staff must ensure they are using the most recent guidance.

Author: People and Professionalism

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	- A Reward & Recognition Policy for Service Users & Carers engaged with Mental Health & LD Services (Expenses & A Service Contract Payments Policy for Service Users & Carers) Version No 0:3 Draft: 17 th September 2007 - DRAFT 'Mentorship Standards and Placement Guidance for Learners and Students: Clinical Education'.
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Honorary Contracts, Visitors Declarations & Contracts for Services

1 Introduction

- 1.1 Livewell Southwest (LSW) recognises the contribution that all those on Honorary Contracts) make in the direct and indirect provision of care provided to patients and is committed to equal opportunities. LSW will seek to ensure the health, safety, and welfare of all volunteers by providing robust organisational and management arrangements.
- 1.2 This protocol describes the overarching principles associated with Honorary Contracts, at LSW, and describes where an Honorary Contract is applicable, where it is not, and where it would be more appropriate to use a Visitor's Declaration or Contract for Services.
- 1.3 Please refer to the Volunteer Policy and Handbook for further guidance about the Volunteer process within Livewell Southwest.

2. Purpose

- 2.1 The purpose of this protocol is to ensure that the HR & CS Department issues Honorary Contracts in a way that is consistent and fair, whilst ensuring that those who are attached to LSW under an Honorary Contract have received the necessary pre-attachment checks.

3. Definitions

- 3.1 **Honorary contract (HC)** = a written agreement between the organisation and an individual where the holder of the contract is unpaid and is required to perform a particular function within a specified remit.
- 3.2 **Visitor's Declaration (VD)** = a written agreement between the organisation and an individual (or a supervised group) who visit to observe or 'shadow', and where the duration of the visit is no longer than a 2 week block or 12 consecutive visits.
- 3.3 **DEBP**= Devon Education Business Partnership who provide the link between schools and employers regarding work – based placements.
- 3.4 **DBS**= Disclosure & Barring Service
- 3.5 **HR&CS** = HR & Corporate Services Department
- 3.6 **LSW**= Livewell Southwest Community Interest Company

4. Duties & responsibilities

- 4.1 The **Chief Executive** is ultimately responsible for the content of all policies, implementation and review.

- 4.2 The **Head of HR & Corporate Services Department** is responsible for assuring the content and implementation of this protocol.
- 4.3 **Heads of Service and Deputy Locality Managers are responsible for** implementing and monitoring this protocol within their locality
- 4.4 **Team leaders (Managers) are responsible for** following the process described in this protocol to ensure that the appropriate agreement/contract is offered to identified individuals and that all appropriate checks are completed.
- 4.5 The **HR Manager** is responsible for the coordination of requests for honorary contracts and visitor declarations and for facilitating the process.

5. Responsibilities of Livewell Southwest

- 5.1 Livewell Southwest will adopt and review the implementation of this policy.
- 5.2 The Chief Executive retains overall responsibility and will make all final decisions, which relate to this policy.
- 5.3 The Head of HR & Corporate Services is responsible for reviewing and updating this policy.
- 5.4 Service Managers are responsible for the implementation of this policy within the workplace
- 5.5 All staff and Volunteers will comply with this policy.

6. Summary of Honorary Contracts

- 6.1 The Recruitment Team and relevant manager will normally determine the suitability for an Honorary Contract or Volunteer Agreement.
- 6.2 The following list, though not exhaustive, describes some of the groups where it may be relevant to issue an Honorary Contract:
 - 1. Graduate Counsellors who require work experience for accreditation.
 - 2. Individuals who will treat LSW patients i.e. medical staff who are employed by host organisations. Honorary Contracts for this group of staff will be issued by the Medical Staffing Team.
 - 3. Private contractors, such as hairdressers (where the financial transaction is between the patient and the hairdresser).
 - 4. People employed by other organisations but doing work for LSW usually on secondment.
- 6.3 An Honorary Contract does not normally apply to students on undergraduate Placements, or school pupils on work experience placements. Other arrangements are in place for undergraduate students (*i.e. a Workplace Agreement between the University and LSW*) (see 8 below), and school pupils

will normally be issued with a Visitor's Declaration (*see Appendix D*).

6.4 **Note:** Commissioned services, who have statutory obligation to provide services for LSW will normally be covered by a Service Level Agreement (SLA).

6.5 **Researchers**

Researchers are not covered by this protocol. Arrangements are in place where researchers are covered separately under the research passport policy which is governed by the Research team, although there may be instances where research includes treatment of LSW patients, in which case an Honorary Contract may be required.

7. **Principles**

7.1 No person can work within LSW either paid or unpaid without an Honorary Contract, Visitor's Declaration or Contract for Services.

7.2 Honorary Contracts are issued to people who are not LSW employees but who will, in the course of their attachment with LSW, have access to LSW patients.

7.3 Honorary Contracts are issued to people who will remain with LSW for a duration that exceeds 2 weeks or twelve visits within a three consecutive month period. People who are attached to LSW for less than 2 weeks will sign a visitor's declaration form and will be supervised at all times – that is, they will be working alongside an allocated supervisor for the duration of their placement and will not be allocated work independently.

7.4 Where those on work experience placement are required to be supervised at all times, a risk assessment of the work environment will enable the manager to determine whether it is possible to provide the necessary supervision. A Job description will also be issued by the manager prior to the start of the placement.

7.5 LSW will not issue an Honorary Contract without this first being agreed by an appropriate manager. Where there is any discrepancy, the matter will be referred to a HR Manager.

7.6 The flow - chart in Appendix 1 describes the process undertaken for issuing an Honorary Contract. Honorary Contracts and Visitor's Declarations will be administered by the **Recruitment Team**. Contracts for Services will be administered and issued by the Recruitment team.

7.7 No Honorary Contract will be issued until LSW has received satisfactory background checks.

The background checks include:

Identity Checks
Right to Work Checks
DBS

Overseas DBS checks (where applicable)
Occupational Health clearance
Professional Registration (where applicable)
Qualifications

Two references, who would have known the honorary applicant for a minimum of 12 months, prior to the request to undertake an honorary contract, who is listed within the list of persons of some standing. Where the honorary applicant has worked or undertaken education within the last 12 months an employer's/academic referee will be required.

- 7.8 Please note that the DBS **do not charge** the organisation for a DBS check if the applicant is a 'free of charge volunteer' (subject to the DBS' definition of a 'free of charge volunteer')
- 7.9 The appointee will be required to complete a LSW induction in line with the role they will be undertaking. This will be agreed by the supervising manager and the **Recruitment Team** and booked through Professional Training & Development prior to the start of the placement. They will be required to review the Declarations of Interest Policy and complete the necessary declaration forms.
- 7.10 The duration of the Honorary Contract will be determined before being issued. This will normally be no longer than one year initially. Subsequent extensions, at yearly intervals, will be at the discretion of the line manager in consultation with the **Recruitment Team**, and will be subject to recruitment checks and mandatory training updates.
- 7.11 A line manager will be appointed to each Honorary Contract holder will be responsible for supervising or allocating a supervisor. Within the line-management relationship, arrangements will be made to review their performance, conduct, attendance and Mandatory training updates. They will also be required to update any declarations of interest in line with the Policy.
- 7.12 The line manager, in conjunction with their respective HR Manager, has the right to end an Honorary Contract without notice, for the following reasons:
- 7.13 Concerns raised about the Honorary Contract holder's conduct, and where relevant, attendance or reliability
- 7.14 Where there is sufficient doubt as to the relevance of continuing the Honorary Contract.
- 7.15 Where staff from other NHS organisations attend workshops or study within LSW, which involves treatment of our patients, the decision about what process should be followed, will be made at the time in consultation with HR & CS and each case will be assessed on its own merits.

8. Celebrity or VIP Visits and subsequent Volunteer activity

- 8.1 On occasion, celebrities or VIPs are invited to visit wards or departments within Livewell Southwest, to undertake official duties, such as opening a new facility

or promoting new services.

- 8.2 During such visits, the celebrity or VIP must be escorted at all times, by a senior member of staff and they will not, under any circumstances, be left alone, unsupervised on LSW premises with patients, for the duration of their visit.
- 8.3 Following such a visit, a celebrity or VIP may express an interest in continuing their contact with LSW, over a period of time. In this case, they will be required to apply for a Volunteer role that is approved by the Board of LSW, whereby they will be subject to recruitment checks and induction, in accordance with the LSW Volunteer policy. Their activity within LSW will also be in line with this policy and due to their celebrity or VIP status; they will not be granted any access to people who use our services, or their health and personal details.

9. Student placements

- 9.1 Student nurses and Allied Health Professionals from Plymouth University (PU) (i.e., student Podiatrists, Occupational Therapists, Physiotherapists, Para medicine and Clinical Psychologists), Open University Paramedic students on secondment from South West Ambulance Service Training (SWAST) and Learning Disability student nurses from University of West of England (UWE) will not be issued with Honorary Contracts.
- 9.2 This is because they are covered by Workplace Agreements between the PU (Faculty of Health, Education & Society) SWAST, UWE and LSW, whereby all recruitment checks including DBS and Staff Health & Well Being are undertaken prior to the start of their placement.
- 9.3 The placement area will also ensure that any additional training required for the placement is identified and booked as necessary, in consultation with Professional Training & Development.
- 9.4 Students from any other Higher Educational Institutes, where a Workplace Agreement does not exist, are also required to apply for an honorary contract, undertaking full recruitment checks and LSW induction.
- 9.5 All team managers should not accept students without prior consultation with the Placement & Development Manager.
- 9.6 For complementary guidance to this section (8), please see the 'Mentorship Standards and Placement Guidance for Learners and Students: Clinical Education'.

10. School Work Experience placements

- 10.1 Pupils on workplace experience placements from school and other educational establishments will be supervised at all times – that is, they will be working alongside an allocated supervisor for the duration of their placement and will not be allocated work independently. The pupil and their supervisor will complete and sign a Visitor's Declaration for the duration of their placement.

- 10.2 The following process applies to Devon Education Business Partnership (DEBP), who arrange Work Experience placements for students on behalf of the schools and colleges:
1. The **Recruitment Team** will contact Managers to see if they can accommodate the students during the dates given by DEBP.
 2. The Manager will be asked to complete a Job description and this will be sent to DEBP to check over, along with the dates that have been offered.
 3. A representative from DEBP will visit the site to Risk Assess the suitability of the placement and the environment, including Health and Safety.
 4. Pupils will apply for placements via their school to DEBP, who will then give the **Recruitment Team** their details.
 5. The **Recruitment Team** will ensure that the supervising manager has a copy of the Visitor's Declaration form to complete.
- 10.3 Occasionally, people will request to undertake work placements where their school is not involved with DEBP or where they are not attached to a school or educational establishment. The request for their placement may come from a relative or friend who works within LSW. In these circumstances, the same principle concerning supervision applies (*see above), however, the **Recruitment Team** will arrange for a Visitor's Declaration form, a Job Description template (where the placement will be more than one day in duration) and Risk Assessment form to be sent directly to the responsible manager to complete. Where the person is under 18, and in full time education, the educational establishment will be required to participate in the Risk Assessment with the placement manager. The **Recruitment Team** will issue students with a Placement Pack, a Job Description and a letter to confirm the placement.

11. Contracts for Services

- 11.1 Occasionally, work will be undertaken by an independent clinician (or other professional, including consultants and audit / reviewers) on behalf of another body such as an Educational Institution or General Practice, which may involve access to LSW patients, although the work undertaken will not necessarily directly benefit LSW. Nevertheless, because of the nature of the work undertaken, LSW will act as a conduit to facilitate the contract and the financial transaction. In these circumstances, it may be appropriate to issue a Contract for Services, which will be administered and issued by the Recruitment team.
- 11.2 The decision to issue a Contract for Services will be made by the relevant Head of Service in consultation with their HR Manager, Recruitment Manager and the Director of Finance.
- 11.3 Workers on a Contract for Services may be required to undertake pre-attachment checks. If a worker on a Contract for Services has direct contact with LSW patients, they will be required to provide evidence of Staff Health & Well Being and DBS clearance. If a worker does not have the means to achieve these checks, LSW recruitment team, may undertake these on behalf of the worker and recharge them accordingly.
- 11.4 In other circumstances, advice may be sought from HR & CS with respect to

which pre-attachment checks would be appropriate.

12. Payment of Expenses to Honorary Contract Holders

- 12.1 Honorary Contract holders can access E-Expenses in order to claim travel expenses, incurred by them, if they are required to undertake travel during the course of their honorary role. This does not include home to base travel.
- 12.2 Travel expenses will be paid in line with the current E- Expenses rates payable for travel.

13. Training implications

- 13.1 Training will be provided to managers, as required, on their duties in relation to this policy.

14. Monitoring Compliance and Effectiveness

- 14.1 This policy will be reviewed as per all Livewell Southwest policies.
- 14.2 The HR Manager is responsible for reviewing and updating this policy as per Livewell Southwest policy review guidance in consultation with the Head of HR & Corporate Services.

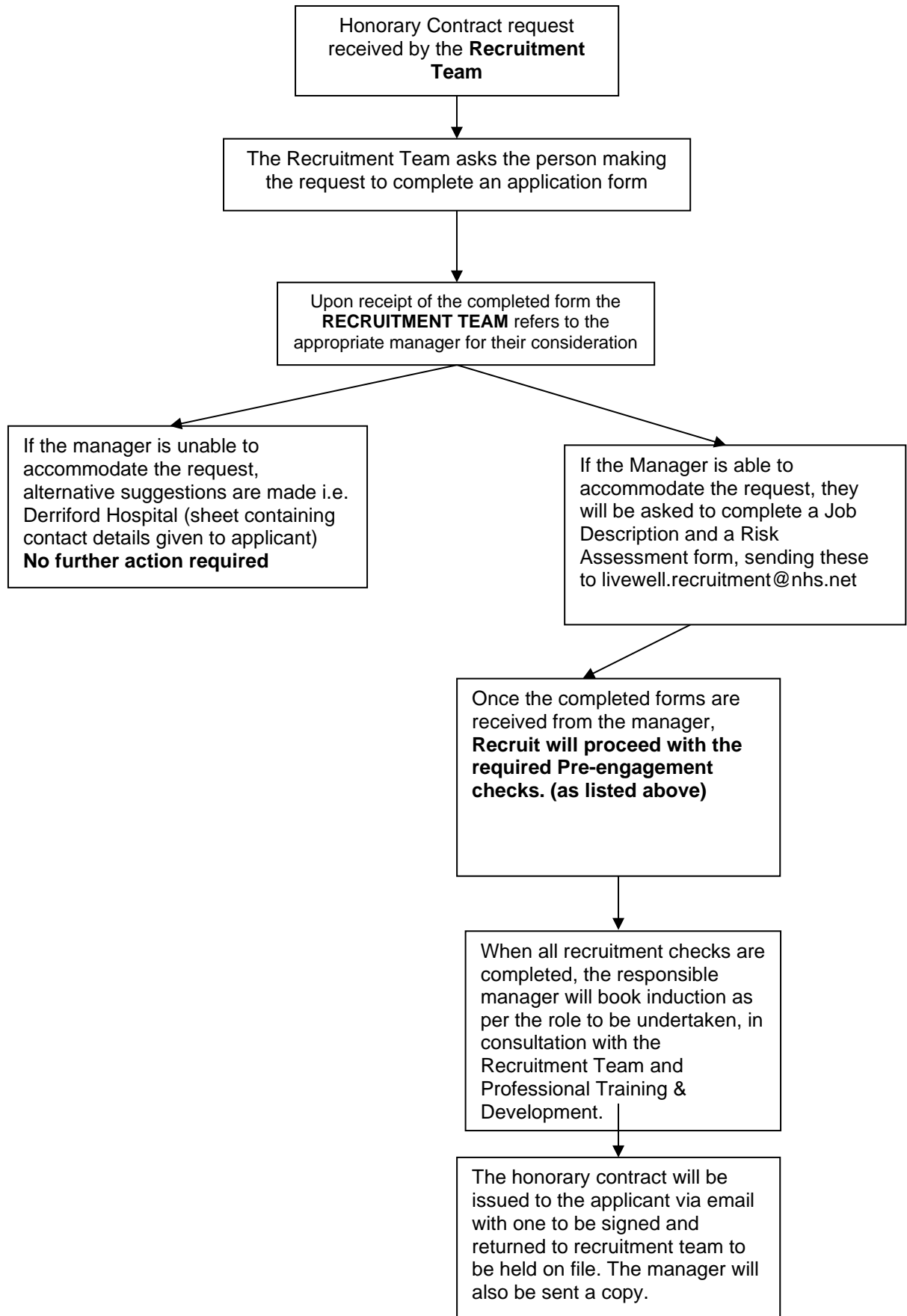
All policies are required to be electronically signed by the Lead Director. Proof of the electronic signature is stored in the policies database.

The Lead Director approves this document and any attached appendices. For operational policies this will be the Head of Service.

The Executive signature is subject to the understanding that the policy owner Has followed the organisation process for policy Ratification.

Job Title: Director of People and Professionalism

Date: 16th March 2023





Honorary Contract Application Form

PLEASE COMPLETE IN BLOCK CAPITALS

Title:	First Name(s):	Surname:	
Home address:		Term time address (if applicable):	
Postcode		Postcode	
Tel No		Tel No	
Email address (only complete if checked regularly)			
Date of Birth:		National Insurance No:	
Occupation (if applicable):			
Employer Details			
Professional Registration No			
Is this placement part of a training course? Please specify			
Please state the reason for this application and include any relevant experience:			
Expected duration of placement/start/end dates and frequency: <i>(i.e. one day per week for 6 months starting June 2011)</i>			
Has this placement already been discussed / agreed with the relevant manager? <i>(Please tick whichever)</i>			

<i>is applicable)</i>			
Yes (if yes, please supply details below)		No	
*To be completed by the responsible LSW Manager			
Name			
Base			
Contact No			
Team			
Locality			
Cost Centre No			
Is it anticipated that the applicant will receive any form of payment/expenses whilst undertaking this work? (Please tick whichever is applicable)			
Yes		No	
If YES, please note that the rate of expenses to be paid should be agreed by your Management Accountant before the start of the placement and will be payable from your budget via the E-Expenses system			
Please give details of anticipated expenses:			
Signature		Date	

Please give details of two referees: (aged over 18, and not family or partners) Two references, who would have known the honorary applicant for a minimum of 12 months, prior to the request to undertake an honorary contract, who is listed within the list of persons of some standing. Where the honorary applicant has worked or undertaken education within the last 12 months an employers/academic referee will be required.			
Referee 1 – please complete in full		Referee 2 – please complete in full	
Name		Name	
Address		Address	

Postcode		Postcode	
Email		Email	

Those applying for Honorary Contracts/Volunteer Agreements/Contracts for Services are exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974. You are not, therefore, entitled to withhold information about convictions which for other purposes 'have expired' under the provisions of the ACT. Failure to disclose such information could result in the termination of your honorary or voluntary service. All information will be treated in the strictest confidence and will only be taken into account when absolutely necessary.

Have you ever been prosecuted, convicted, cautioned or bound over? *(Please tick whichever is applicable)*

Yes

No

If answered 'yes', please give details below:

Signature

Date

Once form is completed, please return to either:

- General Staff:**
 Recruitment Team- Admin Block, Mount Gould Hospital, Mount Gould Road, Plymouth, PL4 7QD
 Email: livewell.recruitment@nhs.net
- Medical & Dental Staff:**
 Medical Staffing Team, Admin Block, Mount Gould Hospital, Mount Gould Road, Plymouth, PL4 7QD
 (Tel: 01752 434611 Email: LSWcic.medical-staffing@nhs.net)

Appendix C

Honorary Contract

THIS IS A STATEMENT OF THE TERMS AND CONDITIONS UPON WHICH YOU ATTEND.

PLEASE READ CAREFULLY

NAME:	
JOB TITLE:	
ACCOUNTABLE TO:	
COMMENCEMENT DATE:	
EXPECTED TERMINATION DATE:	
HOURS OF ATTENDANCE:	
COST CENTRE NUMBER (for ESR entry)	

CONFIDENTIALITY

During the course of your honorary contract with Livewell Southwest (LSW) you may become aware of, or be party to, matters of a confidential nature, in particular, information relating to the diagnosis and treatment of patients, individual staff records, details of contract prices and terms and any other information covered by the Data Protection Act. You must not disclose that information to an unauthorised person.

You are encouraged, however, to raise any concerns you have with the care of patients or clients or any aspect of the way Livewell Southwest conducts its operations or services, with appropriate persons, usually your manager, and to make use of the Whistleblowing Policy, which can be found on the Healthnet, from the HR Department or from your Trade Union.

You are not prohibited from making a 'protected disclosure' under the Public Disclosure Act 1998 if this is done reasonably and responsibly in the public interest and following genuine attempts to voice your concerns internally first.

You must be careful in your social life and in the use of Social networking internet sites to avoid bringing Livewell Southwest or any of its Employees or Directors into disrepute.

INFORMATION GOVERNANCE

Livewell Southwest takes seriously the importance of handling personal information in a legal, secure, efficient and effective way and requires us to have processes and procedures in place for dealing with corporate information.

You are accountable for the safeguarding of information that you send and receive as part of your role and responsibilities within this organisation.

The following list (although not exhaustive) provides examples of where breaches in respect of information governance can occur and for which disciplinary action may be pursued and could result in dismissal.

- use of unencrypted devices (e.g., Memory sticks, laptops)
- sharing of passwords
- inappropriate email usage
- breaches of confidentiality (e.g., where information is made available or disclosed to unauthorised individuals)
- using non-work computers or electronic devices for sensitive business issues or clinical data
- Accessing the information of people that is not part of your tasked role. For example, but not limited to; accessing your own details or those of family and friends on any system used by Livewell Southwest
- sharing information in response to telephone calls where the caller's identity has not been verified
- inappropriate use of social networking sites that bring into question the reputation of colleagues, teams, the work environment or the organisation
- ensuring that data contained within the Livewell Southwest Information Systems is secured at all times

By signing this contract, I confirm that:

1. I will maintain the confidentiality and security of all LSW's information, and I understand that unauthorised disclosure of any information may be an invasion of privacy and may result in disciplinary, civil, and/or criminal actions against me.
2. I will not disclose any information to anyone other than those to whom I am authorised to do so.
3. Should I be granted access to LSW's electronic systems, I understand that my Username and SmartCard (if issued) is considered equivalent to my signature, and I am responsible for all activity conducted under my Username.
4. I will only access the Organisation's information for the purposes for which I am explicitly authorised. I will not use LSW's information, including

personal or confidential information, for my personal interest or advantage or any other business purposes.

5. Once my contract or legal duty is completed, all documentation owned by the Organisation, including personal or confidential information, will be returned or destroyed and I will confirm, in writing, that no copies have been made.
6. Once my contract or legal duty is completed with LSW, I understand that I will continue to be bound by this signed confidentiality agreement.
7. I will complete yearly Data Security & Protection (IG) mandatory updates and will provide evidence of doing so.

If in any doubt regarding the appropriateness of sharing potentially confidential data you should contact either the Caldicott Guardian or the Senior Information Risk Officer of the Organisation.

ACCEPTANCE OF GIFTS OR HOSPITALITY

Your conduct must be scrupulously impartial and honest. The Bribery Act 2010 prohibits you from soliciting or receiving any gift of any kind from contractors or their agents, or from any organisation, firms or individual with whom they are in contact by reason of their official duties. Trivial articles issued for advertisement are not subject to this rule. You must ensure that you understand and follow the guidance provided for which are included in the Standards of Business Conduct for Livewell Southwest Staff.

PERSONAL PROPERTY

Livewell Southwest does not normally accept responsibility for articles of personal property lost or damaged, and you are advised to obtain personal insurance cover against all risks.

FITNESS FOR WORK

Issuing you with an honorary contract is subject to your agreement that you will submit at any reasonable time to a fitness assessment, including any associated medical examinations, tests and X-rays, by a medical practitioner nominated by Livewell Southwest. This will normally be the Occupational Health Physician but this may by agreement be varied as appropriate. An Occupational Health appointment will only be made where there is good reason to be concerned about your fitness to undertake your honorary role. In cases where a disability is identified which affects your ability to carry out your role, Livewell Southwest will make a referral to Staff Health and Wellbeing and will make reasonable adjustments to allow you to continue in your role. Where a satisfactory outcome cannot be reached, Livewell Southwest reserves the right to terminate your honorary contract.

HEALTH AND SAFETY AT WORK AND INFECTION CONTROL

You are reminded that in accordance with the Health and Safety at Work Act 1974 you have a duty to take reasonable care to avoid injury to yourself and to others by your work activities.

There is an expectation in certain posts that immunisation against disease will be required. You will be notified where that applies to your honorary role. From time-to-time Livewell Southwest will conduct general immunisation programmes to safeguard the health and wellbeing of staff.

You must co-operate with those in authority and others in meeting the statutory requirements and in following policies and procedures. A copy of the Health and Safety Policy is available from the Healthnet or from the Risk Management Department.

Livewell Southwest is determined to eradicate healthcare-acquired infection and puts a great deal of emphasis on the responsibility of all staff to ensure their own personal and others compliance with Infection Control (including Hand Washing) Policies.

The Working Time Regulations apply to all employees of Livewell Southwest, including those on honorary contracts. In particular Livewell Southwest will not permit anyone to work in excess of 48 hours in any one week except where there are exceptional service needs where an absolute limit of averaging over a reference period of 17 weeks would apply.

RISK MANAGEMENT

In Accordance with the Risk Management Policy, those in honorary roles will participate, whenever required, with the risk management process. They will support line managers by attending mandatory and statutory training, completing incident/accident forms for every adverse event or near miss that occurs, report all defects and complaints, and communicate any dangerous situation to individuals potentially at risk.

Your Livewell Southwest Manager is responsible for ensuring all appropriate and effective risk management processes are in place and ensure all necessary risk assessments are undertaken and entered onto the Risk Register.

REGISTRATION TO PRACTICE

Where registration with a Professional body is necessary for you to practise in your role, it is your personal responsibility to maintain appropriate registration and to provide proof of current registration to your manager. If you are found not to be properly registered to practise, you will not be able to continue in your honorary role.

You must also co-operate with any policy initiatives to periodically check and otherwise as necessary your Criminal record status. Failure to provide information when requested may result in the termination of your honorary contract.

Continuation of your honorary contract is dependent on your right to work in the UK. If your right to work is removed your honorary contract will be automatically terminated with immediate effect and notice periods will not apply.

REMOVAL OF LIVEWELL SOUTHWEST PROPERTY FOR YOUR OWN USE

No material or goods which are the property of the Livewell Southwest may be removed from its premises without the explicit written permission of a manager.

SMOKING, DRUGS AND ALCOHOL HEALTH

Livewell Southwest seeks to be an exemplar employer in promoting progressive policies and a healthy working environment.

Livewell Southwest has adopted the following **No Smoking** and **Substance Misuse – Drugs and Alcohol Employment** policies for all its staff:

You are not permitted:

- to smoke or consume alcohol while on duty or in break times in any Livewell Southwest premises or grounds. Smoking is only permitted off site during ***unpaid breaks***.
- to possess, supply or produce illegal drugs, whilst on duty
- to consume alcohol within the 6 hours immediately prior to starting duty or to attend duty with alcohol levels above the legal limit for driving
- to smoke or consume alcohol while ***wearing a uniform*** of Livewell Southwest or displaying an Livewell Southwest ID badge
- to smoke or consume alcohol in any vehicle, which is clearly identifiable, by a sign or writing as being the property of Livewell Southwest.

EQUALITY, DIVERSITY AND HUMAN RIGHTS

Livewell Southwest is committed to promoting equal opportunities and eliminating unfair discrimination as set out in the Equality Act 2010 as well discrimination on the grounds of Trade Union/Staff Organisation membership, political persuasion, employment status and membership of associations.

You are required to cooperate and maintain Livewell Southwest's equality, diversity and human rights policies and practices in all aspects of your work and conduct while on duty.

PROFESSIONAL AND PERSONAL DEVELOPMENT AND TRAINING

You have personal responsibility to maintain, update and enhance your skills and be prepared to learn and practise new techniques and processes in the interests of patients, prior to commencing in your honorary role. You should arrange to attend subsequent annual updates as required, in line with your role.

REPORTING MISCONDUCT OUTSIDE HONORARY DUTIES

This post is not protected by the Rehabilitation of Offenders Act (1974). In your application you were asked to disclose all information about all convictions (if any) no matter when they occurred. That obligation to disclose convictions continues in employment. Whilst a conviction or caution will not automatically bar you from continuing employment, failure to disclose such conviction and caution could lead to dismissal.

Therefore, any offence leading to a criminal conviction or formal police caution must be reported to your Manager. The details may, in the first instance, be discussed with Human Resources.

In the event the conviction or caution is deemed not to affect your honorary contract, disclosure will be treated with absolute confidence.

Livewell Southwest has a policy of carrying out DBS checks at regular intervals. It is a condition of your honorary contract that you fully co-operate in this process.

MAINTAINING PROFESSIONAL BOUNDARIES

You must always maintain appropriate professional boundaries in the relationships you have with service users. You must make sure that all aspects of the relationship focus exclusively upon the needs of the service user.

If you have any concerns about whether you are, or could be perceived to be, in breach of these professional boundaries with a service user or someone close to them you are expected to speak to your manager and seek advice. Alternatively, you could discuss this with a member of the HR Department or your Trade Union.

STANDARDS OF DRESS

Your standards of dress will be set in accordance with the needs of the service as set out in the Uniform Policy and Dress Code. Local arrangements may apply, and uniforms will be provided, if appropriate.

POLICIES AND PROCEDURES

Livewell Southwest operates a wide range of policies and procedures in addition to those specified in this document. You are required to comply with all the Livewell Southwest Policies and Procedures. It is your personal responsibility to ensure that you are aware of, understand and practise all the policies and procedures relevant to your post. Your manager will advise you of the location of the relevant information.

IDENTIFICATION

Staff are required to always wear an identification badge (ID) whilst on attachment. Therefore, could you please make arrangements with your manager to contact the recruitment by emailing livewell.recruitment@nhs.net to have your photograph taken in order that an ID badge can be issued to you. On completion of your time with Livewell Southwest you must return your ID badge to either your manager or the HR Department.

EXPENSES

If it is anticipated that you will be required to travel or are likely to incur out of pocket expenses as part of your work, please discuss this with your manager before the start of your placement. Expenses will be claimed via the Petty Cash system.

INDEMNITY

Livewell Southwest (LSW) has separate Public and Employee Liability Cover for non-clinical claims relating to or arising from accidental injury in addition to clinical cover through NHS Resolution which will cover you during the honorary appointment while you are on LSW premises, on LSW business or working for the benefit of the Organisation.

Additionally, the Organisation will provide coverage for negligent acts or omissions by you which occur whilst on LSW premises and whilst you are acting in your professional capacity in the course of your honorary appointment with NHS patients of the Organisation. This coverage will not apply where your acts are recklessly negligent or criminal, occur outside the course and scope of your honorary position with the Trust or result from contact with non- LSW patients or employees.

For this coverage to apply, you must notify LSW of an incident or occurrence which has resulted in an injury or possible injury to a patient within 48 hours of the incident or occurrence or the date of knowledge or discovery of the incident or occurrence. This coverage does not extend to work which does not fall within the scope of the NHS indemnity for clinical negligence. It does not cover non-NHS and private practice work, for which LSW would encourage you to ensure that you have adequate and appropriate defence cover to cover you for such work.

You will recognise that during the period of your Honorary Contract with Livewell Southwest, you will not be regarded as an employee of the organisation except as outlined in the above terms and conditions.

Livewell Southwest, in consultation with the HR Department, reserves the right to end the placement without notice and each case will be assessed on its own merits.

*** Please note that during the period of your Honorary Contract, your details will be held on the Electronic Staff Record system (ESR).**

***At the start of your honorary contract, you may receive a letter from HMRC (Her Majesty's Revenue & Customs), informing you of a change to your tax code. If this happens, you are advised to phone HMRC and inform them that you are on an honorary contract and therefore do not receive payment. They will then amend their records and reinstate your original tax code.**

***You may also receive a P45 when your honorary contract expires. This is automatically generated by the ESR system and will have no impact on you, as this is specifically related to your unpaid honorary role within Livewell Southwest and as such, will require no further action on your part.**

Honorary contract issued by:

Signed:

Date:

Name:

Form of Acceptance

I confirm that I have read and accept the terms and conditions of the Honorary Contract detailed above. (Please sign and return one copy of the complete document).

Signed:

Date:

Name (print):



Visitor's Declarations

People who request to undertake an observational placement / visit or within Livewell Southwest may do so by completing a Visitor's Declaration, under the following conditions:

1. The manager will be given the opportunity to meet with the applicant prior to any offer of placement.
2. The manager will be asked to complete a Job Description template and a Risk Assessment prior to the start of the placement (*see attached*)
3. The duration of the placement will be no longer than a two week block or twelve sessions / visits *i.e. 1 visit per week for twelve weeks*. The twelve visits should be taken within one three month period and the exact dates should be specified on the Visitor's Declaration, when it is completed and signed by both parties, on the first day.
4. **The visitor will be fully supervised at all times – that is, they will be observing alongside a nominated supervisor for the duration of their placement and will not be allocated work to be undertaken independently.**
If in a clinical area, the supervising manager will ensure that the visitor will not have hands – on patient contact, and will not be left unsupervised with patients at any time during the placement.

Where the placement is expected to exceed the timescale as stated above, an Honorary Contract or Volunteer Agreement can be applied for and issued (subject to the necessary pre-attachment checks).

Visitors Declaration

(This form should be completed fully on the first day of the placement).

Name:

Organisation / Educational Establishment:

Ward/Department:

Purpose of Visit:

Please specify exact dates and times of attendance:

Approval Given by:

Supervised / Accompanied by:

In signing below I agree that I will be fully supervised at all times by a nominated supervisor and will not be allocated work to be undertaken independently, for the duration of their placement.

If in a clinical area, the supervising manager will ensure that I will not have hands – on patient contact, and will not be left unsupervised with patients at any time during the placement.

I agree to provide details of what action to take in the event of a fire and other Health and Safety rules relevant to the area of work.

Signed (Placement Supervisor):

Print Name:

Date:

CONFIDENTIALITY & INFORMATION GOVERNANCE

LSW takes seriously the importance of handling personal information in a legal, secure, efficient and effective way and requires us to have processes and procedures in place for dealing with corporate information.

Matters of a confidential nature, in particular information relating to the diagnosis and treatment of patients, or personal details of staff or patients, should in no circumstances be passed on to any unauthorised person or persons along with any other information covered by the Data Protection Act. You must not disclose information to an unauthorised person, under any circumstances.

LOSS OF/DAMAGE TO PERSONAL EFFECTS

You will appreciate and understand that should you incur loss or damage to any personal property during the period of your placement by burglary, fire, theft or otherwise Livewell Southwest can accept no liability. You are therefore advised to provide your own insurance cover.

HEALTH AND SAFETY/FIRE ALARMS

You will abide by the instructions given to you by your placement manager in the event of a fire.

You are reminded that in accordance with Health and Safety at Work legislation, you have a duty to take reasonable care to avoid injury, harm or hazard to yourself and to others by your work activities, and that you are to co-operate with Livewell Southwest and others in meeting statutory requirements.

I agree to provide details of what action to take in the event of a fire and other health and safety rules relevant to the area of work.

I have read and understood the above and agree to abide by the same.

Signed (Visitor):

Print Name:

Date:

Please return completed form via email to: ***The Recruitment Team via livewell.recruitment@nhs.net***

****Once completed, please keep a copy of this form in a designated file within your department and use for reference when completing your monthly Visitor's***

Declaration Return. (See Appendix F)

Appendix E Visitor's Declaration Monthly Return



Department:

Locality:

***Please email completed form on the 1st of each month to:**

Visitor's Name	Date of Visit	Start / Finish times	Fire / Emergency procedures explained YES / NO	Purpose of Visit	Name of Supervisor	Comments / Notes

Name of person completing return:

Job Title:

Date:

livewell.recruitment@nhs.net

Appendix F**Placement Job Description**

Name of applicant:	
Placement Job Title:	
Placement Base:	
Tel:	
Dates of placement:	
Name of Supervisor:	
Tel:	
Main Tasks of post: (Please List)	1. 2. 3. 4.
Start / Finish times:	
Details of breaks:	
Any special requirements for this placement? (Please state)	
Dress Code (Please state) Will uniform be provided if necessary?	
Own Transport Required? (Other than to & from placement)	Yes / No
Interview Required?	Yes / No
Risk Assessment / JD completed?	Yes / No
Skills that may be gained from this placement (Please List)	1. 2. 3. 4. 5.

Appendix G



RISK ASSESSMENT FOR PERSONS UNDERTAKING AN HONORARY CONTRACT

The Management of Health and Safety at Work Regulations require persons undertaking an Honorary Contract to have a suitable and sufficient assessment of the risks to their Health and Safety.

The assessment of the risks to the Health and Safety must take into account their inexperience and lack of awareness of existing or potential risks.

The risk assessment must be carried out before the person starts their volunteering role.

The extent of the risk will determine any restrictions which may be necessary during the placement.

Please note that risk assessments should be undertaken by a trained risk assessor in the relevant service.

	Hazards	Y/N	Details / Comments
1	Are there any of the following hazards present in the workplace?		
	a. Hazardous substances		
	b. Machinery		
	c. Extreme temperatures		
	d. Noise		
	e. Vibration		
	f. Ionising radiation		
	g. Biological agents		
	h. Manual handling		
	i. High voltage electricity		
2	If the answer to any of the above is YES, what precautions are in place to prevent the person coming into contact / being exposed to hazards?		

3	Could any task be reasonably considered to be beyond the person's capacity / ability?		
4	What measures are in place to ensure that the person is not given work that is beyond their capacity / ability?		
5	Are there any risks in the workplace which could pose a threat to the person's health & safety due to their lack of experience and awareness of existing risks?		
6	If so, what precautions are in place to protect them?		
7	Are there arrangements for protective clothing if necessary?		
8	Who will be responsible for the health, safety and welfare of the person while they are in your workplace?		
	Hazards	Y/N	Details / Comments
9	Are there any factors which might adversely affect the health & safety of the person?		
10	If so, what protective measures have you employed? What precautions are in place?		
11	Have you taken all necessary reasonable practicable steps to ensure that the person is not exposed to any work that could adversely affect their health & safety?		
12	IMPORTANT NOTICE No activity involving Manual Handling, working at heights over two meters, work with		

	power tools, driving any vehicle or any activity where patient privacy could be compromised should be allocated to the person.		
13	Details of person completing assessment		Name: Job Title: Contact No.: Base: Date: