



***[HEALTH BOARD/TRUST NAME]***

**HONORARY CONSULTANT CONTRACT  
(CLINICAL ACADEMICS)**

***Name in full***

**HONORARY CONSULTANT IN.....**

***[HEALTH BOARD/TRUST NAME]***

**HONORARY CONSULTANT CONTRACT**

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## PREAMBLE

- i) This honorary contract is intended to be used for clinical academic GMC/GDC registered doctors and dentists who are employed by Higher Education Institutions or other organisations in a research and/or teaching capacity and who also provide services for NHS patients, at consultant level, in NHS facilities.
- ii) This honorary contact should be read in conjunction with your contract of employment with your substantive employer. Taken together they provide the full contractual framework in which you are expected to deliver your agreed duties. This honorary contract has regard to 'Consultant Clinical Academics - Principles for Applying the Consultant Contract' that was agreed by stakeholders, the NHS terms and conditions of employment which apply to medical and dental staff in Wales, and to the principles in the recommendations of the Follett report\*. In particular:
  - The key principle for NHS and University organisations involved in medical education and research should be 'joint working to integrate separate responsibilities; and
  - Universities and NHS bodies should formally make all senior NHS and University staff with academic and clinical duties fully aware to whom they are accountable for the separate facets of their job.
- iii) In this honorary contract, "we" refers to the honorary NHS employer (in some cases a lead employer may be acting on behalf of a number of NHS organisations), and "you" refers to the clinical academic consultant who is subject to the terms of this document in respect of his/her NHS duties.
- iv) In this honorary contract "the Terms and Conditions" means the terms and conditions which apply to the post are those which apply to medical and dental staff employed in Wales as amended from time to time.

\*"A Review of Appraisal, Disciplinary and Reporting Arrangements for Senior NHS and University Staff with Academic and Clinical Duties" A report to the Secretary of State for Education and Skills, by Professor Sir Brian Follett and Michael Paulson-Ellis, September 2001.

## HONORARY CONTRACT

Between

*[HEALTH BOARD/TRUST NAME]*

and

*[NAME IN FULL]*

### THE POST

#### 1. Honorary Consultant

Your job title under this honorary contract is Consultant in XX.

Your substantive employer is *[University name]*.

You are hereby appointed in an honorary (unpaid) capacity as a Consultant in XX at XX. This is a permanent / fixed-term / locum appointment\* *[\*specify as appropriate]*.

You are appointed on the grounds that you also hold an academic post. Should your substantive contract of employment be terminated, your honorary employment with us will be reviewed under the provisions of section 16 of this honorary contract.

#### 2. Commencement of Employment

2.1 Your employment under this honorary contract begins/began on XX[, and the end date is (specify)]\*. *[\*indicate the commencement date and, where applicable, the end date of this specific honorary appointment]*

2.2 Your continuous employment for the purposes of the Employment Rights Act 1996 begins/began on XX. *[indicate the date of any continuous honorary employment which applies i.e. where there has been a different honorary appointment of the clinical academic by the same University and NHS employer immediately prior to this new honorary appointment - e.g. where the doctor moves from a Lecturer to a Senior Lecturer role which requires a new honorary contract to be issued by the same NHS employer]*

2.3 For the purposes of certain NHS conditions of service, previous service within the NHS, whether with this Health Board/Trust or another NHS employer, although not continuous for the purposes of the Employment Rights Act 1996, will count as reckonable, so that for some purposes other

dates prior to the date or dates set out above may count. **[Note Health Board/Trust to include any relevant reckonable service details \*.]**

### **3. General Mutual Obligations**

Whilst it is necessary to set out formal employment arrangements in this contract, we also recognise that you are a senior and professional employee who will usually work unsupervised and frequently have the responsibility for making important judgements and decisions. It is essential therefore that you and we work in a spirit of mutual trust and confidence. You and we agree to the following mutual obligations in order to achieve the best for patients and to ensure the efficient running of the service:

- to co-operate with each other and your substantive employer;
- to maintain goodwill;
- to carry out our respective obligations in agreeing and operating an integrated Job Plan, including agreeing the Job Plan with your substantive employer;
- to carry out our respective obligations in accordance with appraisal arrangements, including ensuring that your appraisal is conducted jointly with your substantive employer;
- to carry out our respective obligations in devising, reviewing, revising and following this organisation's policies, objectives, rules, working practices and protocols;
- to keep your substantive employer informed of any matters concerning your performance and/or conduct that could lead to formal action being taken.

## **THE WORK**

### **4. Place of Employment**

Your principal place of work for the purposes of this honorary contract will be <<**BASE**>>. Other working locations including off site working may be agreed in your integrated job plan where appropriate.

### **5. Duties and Responsibilities**

**5.1** Your duties under this contract will be jointly agreed with your substantive employer, through the integrated job planning process, taking account of the whole of your work. Your agreed duties will be included in a single, integrated Job Plan.

- 5.2** Except in emergencies or where otherwise agreed with your clinical manager, you are responsible for fulfilling the duties and responsibilities and undertaking the sessions set out in your integrated Job Plan relating to work under this honorary contract as reviewed from time to time in line with the provisions in section 5.5 below.
- 5.3** The normal duties and responsibilities of your post are contained in your role profile/job description/integrated job plan and will include the following:
- a.** Diagnosis and treatment of patients at locations identified in your integrated job plan.
  - b.** The diagnosis and treatment of patients occupying accommodation made available under section 65 (as amended) of the National Health Service Act 1977 insofar as such patients have not made private arrangements for such treatment under section 65(2) of that Act.
  - c.** Continuing clinical responsibility of the patients admitted under your care, allowing for proper delegation to, and training of your staff.
  - d.** Domiciliary Consultations as may be required from time to time.
- 5.4** You agree to be responsible, as far as practicable, to deputise from time to time for absent colleagues in accordance with the terms and conditions of service which apply to medical and dental staff employed in Wales as amended from time to time.

### **Job Planning**

- 5.5** At all stages of the integrated job planning process we will work in partnership with your substantive employer and the final integrated Job Plan will be agreed by all parties.

You, your Clinical Director and a representative of your substantive employer have agreed a prospective integrated Job Plan that sets out your main duties and responsibilities, a schedule for carrying out your Direct Clinical Care sessions, Supporting Professional Activities sessions, your additional responsibilities, your agreed external duties, agreed additional sessions, and expected outcomes.

You, your Clinical Director and a representative of your substantive employer will agree the times and locations at which these activities are scheduled to take place.

You, your Clinical Director and a representative of your substantive employer will review the integrated Job Plan annually. Any party may propose amendment of the integrated Job Plan. You will help ensure

through participating in integrated Job Plan reviews that your integrated Job Plan meets the criteria set out in the Terms and Conditions and that it contributes to the efficient and effective use of resources.

An interim job plan review will be conducted where duties or responsibilities or outcomes are changed or need to change significantly within the year, or where the time commitment involved breaches the contract hours Trigger Point. Any party may propose an amendment to the integrated job plan.

## **5.6 Outcomes**

A single set of personal outcomes will be jointly agreed. Your agreed personal outcomes form part of a single integrated Job Plan and take account of the work for your substantive employer and any outcomes arising from those duties as well as your duties under this honorary contract.

The purpose of including agreed personal outcomes in your integrated job plan is to set out in clear and transparent terms what you, your Clinical Director and your substantive employer have agreed should be reasonably achieved in the year in question. These outcomes are not contractually binding in themselves and must be appropriate, identified and agreed.

## **5.7 Job Plan Appeal**

In cases where it is not possible to agree an integrated job plan for the NHS duties of this post, either initially or at an annual review, the appeal mechanism will be in accordance with the procedure as specified within the terms and conditions of service which apply to medical and dental staff employed in Wales as amended from time to time.

To ensure the integrated nature of the job planning process a representative of your substantive employer will be fully involved in the appeal process.

## **5.8 Employment Policies**

While working on duties related to this contract, you are required to comply with the employment policies of the Health Board/Trust which apply to medical and dental staff, which are approved, after the normal process of negotiation/consultation by the Health Board/Trust.

## **6. MANAGERIAL AND PROFESSIONAL RELATIONSHIPS**

- 6.1** For the purposes of this honorary contract, you will be managerially accountable to the Divisional Director or local equivalent and have ultimate accountability to the Chief Executive.
- 6.2** You will be professionally responsible to the Medical Director.
- 6.3** Details of any responsibilities for staff which are part of the post are contained in your job plan.

## **7. DISCIPLINARY PROCEDURES**

- 7.1** Wherever possible, any issues relating to conduct and competence should be identified and resolved without recourse to formal procedures.
- 7.2** In matters of personal conduct that relate to your duties under this honorary contract you will be subject to the *[Health Board/Trust's name]* Disciplinary Policy.
- 7.3** In matters of professional conduct and competence that relate to your duties under this honorary contract the *[Health Board/Trust's name]* existing arrangements will apply, pending the outcome of negotiations on an All Wales Policy with the Joint Welsh Consultant Contract Committee (JWCCC).
- 7.4** You should be aware that termination of your honorary appointment may have implications for your substantive contract of employment.

## **8. GRIEVANCE PROCEDURE**

- 8.1** The grievance procedure that applies to your duties under this honorary contract is set out in *[Health Board/Trust's name]* Grievance Policy. Any grievance arising in connection with a clinical academic's University / academic duties will be handled by the University in accordance with their appropriate procedures.

## **9 HOURS OF WORK**

- 9.1** Your NHS commitments are documented in your integrated job plan. Any changes to this will be agreed via the integrated job plan review process.



- 9.2** There will be flexibility for the precise length of the individual sessions; there will be scope for local variation to take account of individual circumstances and service needs, and scope for flexible working.
- 9.3** You, your Clinical Director and a representative of your substantive employer may agree as part of the integrated Job Plan process flexible working arrangements to include annualised sessions, term time working etc.
- 9.4** The Working Time Regulations 1998 and any amendments thereto should apply to this post.

## **10. ON-CALL**

- 10.1** You may be required to participate in an on-call rota to provide emergency cover. In asking you to participate in on-call duties, we will take account of the contractual duties you undertake for your substantive employer. When you are not on an on-call rota, we may in exceptional circumstances ask you to return to site for emergencies if we are able to contact you. You are not, however, required to be available for such eventualities. Where emergency recalls of this kind become frequent, we will review the need to introduce an on-call rota.
- 10.2** All emergency work that takes place at regular and predictable times (e.g. post take ward rounds) will be programmed into the working week on a prospective basis and count towards your Direct Clinical Care sessions as specified within the terms and conditions of service which apply to medical and dental staff employed in Wales as amended from time to time.
- 10.3** Any on-call commitment applicable to this post will be detailed in your integrated Job Plan and you will be required to be contactable by the Health Board/Trust by telephone during these periods.
- 10.4** Any intensity banding payment due as a result of on-call work will be detailed in your integrated Job Plan.

## **11. PRIVATE PRACTICE**

- 11.1** There must be no conflict of interest between NHS work and private work. All consultants undertaking private practice must fulfil their NHS commitments.

## **12. LEAVE AND HOLIDAYS**

- 12.1** Your leave entitlement will be determined by your substantive employer.
- 12.2** Arrangements for leave, or any other absences, that may prevent you from delivering your duties under this honorary contract must be approved in advance by the nominated person in the Directorate and in accordance with the Health Board/Trust's procedures. Applications should specify the arrangements made with colleagues for cover during the absence and whenever possible, unless there are exceptional circumstances, six weeks notice should be given.

## **13. SICKNESS ABSENCE AND MEDICAL EXAMINATIONS**

- 13.1** You are required to report absences or conditions which might affect your ability to fulfil your NHS duties under this contract at the earliest opportunity and in accordance with your directorate / department reporting arrangements which will be explained to you by your Clinical Director.
- 13.2** The Health Board/Trust may require you at any time to undergo a medical examination by a medical practitioner nominated by the Health Board/Trust, including the Health Board/Trust's Occupational Health Physician. The expenses of such an examination will be borne by the Health Board/Trust.

## **14. PAY AND EXPENSES**

- 14.1** Your basic salary will be paid by your substantive employer, under the terms set out in your substantive contract.
- 14.2** Pay for additional sessions will be in accordance with the principles specified within the terms and conditions of service which apply to medical and dental staff employed in Wales, as amended from time to time.
- 14.3** You will be entitled to Commitment Awards and eligible for Clinical Excellence Awards in accordance with the principles specified within the terms and conditions of service which apply to medical and dental staff employed in Wales, as amended from time to time.
- 14.4** Expenses incurred as part of your NHS duties will be reimbursed according to the terms and conditions of service which apply to medical and dental staff employed in Wales, as amended from time to time. This

would include either mobile telephone or land-line telephone rental where this is required in accordance with Health Board/Trust policies.

## **15. TERMINATION OF THIS HONORARY CONTRACT**

**15.1** Termination of this honorary contract will be in accordance with the provisions laid out in the terms and conditions of service which apply to medical and dental staff employed in Wales, as amended from time to time.

**15.2** In the event of you resigning from your substantive employment, you will also be required to give the Health Board/Trust three months notice on the basis that your resignation from both your substantive employment and this honorary appointment will take effect at the same time.

## **16. EFFECTS OF TERMINATION OF YOUR SUBSTANTIVE CONTRACT OF EMPLOYMENT**

Should your substantive contract of employment be suspended, or terminated, at any time, this will result in a review of the terms and conditions of your honorary appointment with this organisation.

Where any such review is required, it will be carried out in accordance with employment law and will examine means for the continuation of this honorary contract, where appropriate. The circumstances leading to the termination of your substantive contract of employment, however, may mean that continuation of this contract is inappropriate. An appropriate procedure will be followed prior to any decision not to continue your appointment under this honorary contract.

## **17. SPECIAL PARTICULARS**

### **17.1 Residence**

Given the particular nature of your work you are required to live in a location which is within reasonable travelling time from your place of work, as agreed with your Clinical Director or local equivalent\*.

*\*[Where this is required/applicable to the role]*

### **17.2 Statutory registration**

It is a condition of your honorary appointment that you are, and remain, [a registered dental practitioner and/or a fully registered medical practitioner] **[Note: Health Board/Trust to delete as appropriate]\*** and are included on [the Specialist Register held by the General Dental Council (GDC) and/or the Specialist Register held by the General Medical Council (GMC)], **[Note: Health Board/Trust to delete as appropriate]** and continue to hold a licence to practise.

Note: Maxillo Facial Surgeons must be included on both the general register of medical practitioners held by the GMC and the general register of dental practitioners held by the GDC

There is a statutory requirement for you to maintain throughout the duration of your appointment, up to date registration (with a licence to practise) with the appropriate statutory body recognised for such purposes, namely the General Medical Council/General Dental Council. This is your licence to practice and safeguards the required standard of patient care and treatment. Your appointment is conditional upon this registration (and licence to practise) and any lapse in this may lead to disciplinary action.

### **17.3 Medical Negligence**

You will only be indemnified for duties undertaken on behalf of *[Health Board/Trust name]*. You are therefore advised to ensure that you have appropriate Professional Defence Organisation Cover for duties outside the scope of the Health Board/Trust and for private activity within the Health Board/Trust.

### **17.4 Appraisal and Clinical Governance**

You agree to comply fully with the requirements for joint appraisal between the substantive employer and the Health Board/Trust, and with the procedures adopted by the Health Board/Trust to implement effective practices in respect of Clinical Governance, insofar as these procedures are consistent with the post holder's overriding legal, professional and ethical duties under GMC/GDC rules and guidance.

### **17.5 Health status**

You must comply with Health Board/Trust policies and procedures which implement Welsh Government guidance on the protection of your own health and prevention of harm to patients.

### **17.6 Health and Safety at Work**

All appointees have a statutory duty of care for their own personal safety and that of others who may be affected by their own acts or omissions. You must comply with the Health Board/Trust's policies and procedures which ensure compliance with health and safety legislation.

### **17.7 Data sharing**

The Health Board/Trust may exchange information involving personal data with your substantive employer, for the purpose of supporting management of this appointment and your substantive employment. This may include sharing personal and sensitive data relevant for joint procedures, such as remuneration, appraisals, reviews of integrated job plans, disciplinary and grievance issues, sickness absence management, professional registration and licence to practise requirements. By accepting this arrangement, you acknowledge that your personal data may be shared between your substantive employer and the Health Board/Trust.

### **17.8 The Ionising Radiation (Medical Exposure) Regulations 2000**

The Ionising Radiation (Medical Exposure) Regulations 2000 impose a legal responsibility on Health Boards/Trusts for all staff who refer patients for medical radiation exposures, such as diagnostic x-rays, to supply sufficient data to enable those considering the request to decide whether the procedure is justified.

## **18. RESEARCH GOVERNANCE**

*[Health Board/Trust name]* manages all research in accordance with the requirements of the Research Governance Framework (Welsh Government, 2009). As an appointee of the Health Board/Trust, you must comply with all reporting requirements, systems and duties put in place by the Health Board/Trust to deliver Research Governance.

## **19. TERMS OF EMPLOYMENT**

This honorary contract replaces entirely any previous honorary contract or equivalent and sets out the entire terms and conditions of your appointment with this organisation, such that all previous agreements, practices and understandings between us (if any) are superseded and of no effect.

**20. APPLICATION OF TERMS AND CONDITIONS FOR HONORARY NHS CONSULTANTS**

**20.1** The terms and conditions of service which apply to the duties under this honorary contract are those which apply to medical and dental staff employed in Wales, as amended from time to time.

**20.2** No NHS organisation shall form an agreement that is less favourable than those specified within the terms and conditions of service, which apply to medical and dental staff employed in Wales, as amended from time to time.

**20.3** All employees are required to comply with the employment policies of the Employer, which are approved, after the normal process of negotiation/consultation, by the Health Board/Trust.

**21. SIGNATURES TO THE HONORARY CONTRACT**

Signed on behalf of *[Health Board/Trust name]*.

.....  
Health Board/Trust

.....  
Date

I have understood and agree to honour the terms and conditions set out in this honorary contract of employment.

.....  
Honorary Contract holder's signature

Date.....