

## **Contracts notice & conditions for participation Aqua Affiliate/s: Motivational Interviewing**

NHS Advancing Quality Alliance (Aqua) is a health and care quality improvement NHS membership organisation based in the North West of England.

Our Affiliates are defined as: “People that can be drawn on under a contractual arrangement to complement or supplement the delivery of Aqua goods & services to meet member needs.” This role has been identified for the primary purpose of:

Supplying specialist skills, knowledge or expertise that is complimentary to that available within the existing Aqua Faculty.

We are seeking Affiliate/s for a maximum of 4 days between 1<sup>st</sup> April 2022 and 31<sup>st</sup> March 2023.

**Submissions of expressions of interest / queries should be sent to Siobhan Reading, Project Support Office, Aqua [siobhan.reading@nca.nhs.uk](mailto:siobhan.reading@nca.nhs.uk) Tel 07511 405898**

**Closing date: 8<sup>th</sup> March 2022**

### **Please include:**

1. Full details of the sole trader or company, including postcode, HMRC reference number and VAT status.
2. Confirmation that the respondent will be the person completing the work.
3. The workers National Insurance number
4. Recent copy of CV, including details of the two most recent completed contracts and the details of referees relating to those contracts.
5. Covering letter describing how you meet the specification below
6. Proposed day rate including expenses and VAT.

Please note that all new Affiliates are expected to attend a non-remunerated one-day induction at Aqua headquarters.

### **There will be a three stage selection process before contacts are finalised:**

1. Review of submissions will be completed on 11<sup>th</sup> March 2022
2. Telephone interviews. To be held on Thursday 15<sup>th</sup> March 2022
3. Assurance & reference checking. Expected completion 18<sup>th</sup> March 2022

### **Criteria for award of contract:**

1. Best match to specification
2. Best price / quality ratio
3. Relevance of past performance
4. Strength of past performance (references)

### **Off payroll assurance process**

This role has been assessed under HMRC’s ESI tool as self-employed and therefore will be subject to an off-payroll assurance process in line with IR35 legislation.

If successful, it is a requirement that evidence of registration with HMRC is submitted within 20-25 days. This means:

- EITHER a copy of the accounts for the previous year
- OR (**only** if very newly self-employed) a copy of form SA250

Failure to provide assurance will lead to the involvement of HMRC via the tax evasion hotline.

## Specification and contractual requirements

### 1. Purpose

We are seeking Affiliates to work with the Personalised Care Team between 1<sup>st</sup> April 2022 and the end of March 2023 on the following basis:

The Affiliate will support Aqua's offers to members.

The delivery mode will be virtual on MS Teams or Zoom.

We are seeking applications from health professionals, who have the following experience:

- Delivering Motivational Interviewing training through interactive training based on the Theory of Planned Behaviour Model by Prochaska and DiClemente (1986).
- Providing clinicians with the case for change in practice, areas for personal reflection on their own practice, examples of what good communication styles/ approaches feel and sound like, and basic approaches to supporting SDM and SMS.

### 2. Key actions & outputs

In association and agreement with the programme leads the affiliate is expected to:

- Deliver the Introduction to Motivational Interviewing training which will introduce and describe the principles for Motivational Interviewing in the NHS, review and discuss the evidence base supporting Motivational Interviewing and how it supports Personalised Care (including Shared Decision Making and Self-management Support) and introduce ways to incorporate the principles of Motivational Interviewing into your clinical practice.
- Explain how Motivational Interviewing relates to professional code of practices
- Outline the supporting evidence base for Motivational Interviewing
- Demonstrate where Motivational Interviewing can be used to support preference-sensitive decisions and/or self-management conversations
- Discuss the challenges involved in using Motivational Interviewing when implementing Personalised Care in clinical practice
- Demonstrate how to use a Motivational Interviewing approach to a Personalised Care conversation
- Work in partnership with Aqua senior leaders and Account Managers to deliver the required support.
- Support Systems/Organisation to implement transformation, acting as an enabler and catalyst for the change.
- Be involved in the co-design of all aspects of the programmes including scoping, planning and design, delivery, follow-up and evaluation
- Undertake desktop communications and utilise personal peer networks to ensure the programme cites best practice and draws upon current national thinking and directives.
- Ensure the programmes meet the needs of Aqua members, customers and their partners and are marketed as an offer specific to their requirements, clearly describing the benefits of participation.
- Promote Aqua to members and non-members.
- Manage any requests for bespoke support in relation or aligned to the programmes above, scoping the requirements in discussion with the portfolio and programme leads and decide whether or not to progress under a membership or consultancy umbrella.
- Maintain and further develop partnership and network opportunities with relevant regional organisations/initiatives.
- Create legacy material that distils key learning that can be applied by Aqua members after the programmes have been completed, e.g., reports, short videos, case studies etc. The material may be made publicly available.

Shape Change Inspire Quality Transform Care

- Support marketing and promotion of the programmes, accessing support from the programme lead and Aqua’s communications and marketing team as necessary. This will include online material, social media, full use of Aqua News and Aqua Round-Up, conference presentations and publications in peer reviewed journals and may include preparing material for the member / customer.
- Work closely with the local Programme Support Officer aligned to these programmes to ensure smooth delivery of the work.
- Work with the local programme manager to meet all internal governance requirements and to deliver the programme on time, within budget and in line with the programme plan. Comply with internal business management processes including monthly performance updates and quarterly performance reviews.
- Participate in discussions about if and how aspects of any of the programme offers may continue in 2017-18 as part of the annual business planning process.
- Represent Aqua at meetings and events relevant to the programmes deputising for the programme leads as required. Attend conferences and promotional events with Aqua members and its regional and local stakeholders as required in order to promote Aqua and its work streams.
- Other activities by negotiation.

**This description is an outline, the work stream and associated duties may change as work progresses.**

### 3. Accountability arrangements

Progress will be reviewed monthly with the Associate Director and Programme Lead. The aim will be to review progress against the agreed goals and to discuss any contingency plans that might be needed to achieve the programme outcomes, working with the SDM team.

Page Break

### 4. Person Specification

	Essential	Desirable
<b>Qualifications</b>		
Masters level qualification or equivalent	Y	
Leadership coaching qualification	Y	
Membership of an appropriate professional body	Y	
<b>Experience</b>		
Experience of developing and delivering large scale change programmes across multiple organisations.		Y
Extensive experience of supporting multi-agency leadership teams in transformational change that required significant cultural development and capability building		Y
Experience of developing new models of care utilising population health approaches		Y
Experience of developing and establishing governance systems for organisations and multi-agency initiatives		Y
Experience of leading regional or national quality improvement programmes		Y
Extensive NHS or local government experience in a senior leadership capacity		Y
Third sector, academic experience in a senior capacity		Y
Co-design and co-production experience		Y

Experience of working in a membership organisation		Y
<b>Skills</b>		
Facilitation expertise	Y	
Competent and self-sufficient in the use of Microsoft applications incl. Word, PowerPoint, Excel, desktop publishing, websites	Y	
Ability to coach and provide meaningful feedback to individuals and groups of senior leaders and associated stakeholders	Y	
Ability to work collaboratively with stakeholders using negotiation, influencing and persuasive skills	Y	
Workshop planning and management	Y	
Excellent verbal and written communication and visual presentation skills	Y	
Consultancy skills	Y	
<b>Knowledge</b>		
Knowledge and understanding of overall health and care policy context, its operational impact and of the external political environment	Y	
Knowledge of relevant national policies	Y	
Knowledge of national and international approaches to transformation including models of accountable care		
Knowledge of change management and quality improvement theories and methods	Y	
Knowledge of the NHS England national quality improvement and leadership architecture	Y	
Extensive relevant regional and national contact networks	Y	
<b>Personal qualities</b>		
Acts as an ambassador for the Aqua brand	Y	
Demonstrates collaborative working	Y	
Highly self-motivated, proactive and innovative	Y	
Diplomatic and approachable	Y	
Displays professional standards in all aspects of work	Y	

## 5. Practicalities

### Work base

- The work base will be the Affiliates home. Attendance at the Aqua office in Sale, member premises and other venues may be necessary, but delivery will be virtual, and the affiliate will be responsible for their own virtual delivery costs.
  - Unless they have already done so, the affiliate will attend a **one day unpaid induction**.
  - The post-holder may be required to attend relevant events related to the work stream or on-site workshops with member communities across the North West region and / or with consultancy customers across the UK (most likely to be England). Notice will be given in advance.
  - Conference calls or WebEx may be arranged rather than face-to-face meetings.
- Virtual support may be required e.g. telephone advice/ coaching calls with members.

### Remuneration & expenses

This will be agreed in advance as part of contracting process. The best value quote will be accepted. (i.e., cost + quality = value)

- VAT where it is chargeable
- All usual work-related expenses. I.e., travel, meals, use of mobile phone.

Any additional or unforeseen travel costs must be discussed and approved in advance with the accountable officer. For example, travel requiring tickets or accommodation which was not identified at the start of the contract. If agreed, this must be organised by the Aqua admin team in consultation with the contractor and will follow the NHS terms and conditions handbook and local policy.

Attendance at programme meetings and workshops to be invoiced on the same daily rate or pro-rata.

### **Computer**

- The post-holder will be required to use their own computer.
- The post holder will not have access to Northern Care Alliance systems
- Annual Information Governance training is mandatory for all Affiliates.

### **Contract days and duration**

This will be agreed in advance as part of the contracting process. Annual leave, sickness leave and special leave are not included in the contract.

### **Title**

The title of “Aqua Affiliate” will be used for the duration of the contract. On completion of the contract, it is permissible to use the title; “former Aqua Affiliate”.

### **Intellectual Property**

- The parties agree that any intellectual property rights connected to the provision of the Affiliate Services shall belong to Aqua.
- The Affiliate will promptly disclose and deliver to Aqua full details of any inventions, discoveries, developments, improvements, modifications, processes, schemes, systems, methods, formulae, specifications or know-how whatsoever (whether or not patentable) which they may conceive, discover or make (whether alone or with others) in the course of or by reason of or in connection with the Affiliate services irrespective of whether they were so conceived, discovered or made during normal Affiliate hours and/or using the facilities of Aqua (the “**Inventions**”).
- The Affiliate and Aqua agree that subject to the provisions of the Patents Act 1977 all Inventions shall belong to and be the absolute property of Aqua or such other body as Aqua may direct.
- All papers, files, records, models, prototypes, sketches, designs, drawings, plans, computer programs, documents and other materials and works including copies and summaries of such made or acquired by the Affiliate in the course of and/or for the purposes of providing the Affiliate Services (the “**Materials**”) shall be the property of Aqua.
- All copyright, database rights, design rights and other intellectual property rights throughout the world in the Materials (“**Intellectual Property Rights**”) shall belong to and be the absolute property of Aqua; or any such body as Aqua may direct.
- Neither Aqua nor the Affiliate will do anything (whether by omission or commission) during the performance of the Affiliate Services or at any time thereafter to affect or imperil the validity of any patent or other intellectual property protection obtained, applied for or to be applied for by Aqua or such other body as Aqua may direct in respect of Inventions or Materials.

- Without limitation the Affiliate (or Aqua) shall not disclose the subject matter of any Inventions which may be patentable before Aqua has had the opportunity to apply for any patent or patents.
- Subject to the provisions of the Patents Act 1977 Aqua will decide, in its sole discretion, whether to apply for any patents or other intellectual property protection in respect of the Inventions or the Materials and whether to exploit any Invention.
- To the extent that any Intellectual Property Rights do not belong automatically to Aqua, the Affiliate hereby assigns to Aqua by way of present and future assignment all such Intellectual Property Rights so that such rights will vest in Aqua or any such body as Aqua shall direct. This provision is without prejudice to the provisions in the Patents Act 1977 in respect of inventions.
- It is a condition of the Affiliate's agreement that the Affiliate will at Aqua's request and cost (even if the Affiliate agreement has terminated) sign and execute any documents and do any acts as Aqua may reasonably require to vest the full legal title in any of the Inventions or the Materials in the name of Aqua or any such body as Aqua may direct, and to obtain and maintain in force any registration of intellectual property rights in the name of Aqua or any such body as Aqua may direct in respect of the Inventions and the Materials in all countries of the world.
- The Affiliate agrees not to assert against Aqua or any third party and agrees to waive all moral rights (if any) irrevocably and unconditionally in or to the Inventions or Materials.
- Aqua shall ensure that the Affiliate complies with the provisions of this and shall be liable for any non-compliance by the Affiliate.
- For the avoidance of doubt, it is agreed between the parties that the profits of any exploitation of any intellectual property rights will belong exclusively to Aqua.

### **Agreements & deeds**

The appointment will be subject to standard NHS terms and conditions (available on request).

### **Liabilities**

It is recommended that the contractor is appropriately insured for public and professional liability.

### **Contract termination**

- Aqua may terminate the contract at any time in the event of gross incompetence, neglect, or other substantive failure on the part of the post-holder.
- Aqua may terminate the contract, without reason, subject to one month's written notice to the post-holder.
- The post-holder may terminate the contract, without reason, subject to one month's written notice to: [Emmaj.walker@nhs.uk](mailto:Emmaj.walker@nhs.uk)