

North East and Yorkshire

Associate Guidelines

Contents

- 1. Introduction
- 2. Who we are
- 3. Our values and behaviours
- 4. Sub-contracting
- 5. Intellectual property
- 6. Conflicts of interest
- 7. Venues and equipment
- 8. Course materials, content and branding
- 9. Quality assurance and evaluation
- 10. Review meetings
- 11. Indemnity insurance
- 12. Invoicing process and payment
- 13. Travel and expenses policy
- 14. Limits on procurement
- 15. Cancellation, sickness and extenuating circumstances
- 16. Conflict resolution
- 17. Termination of agreement

Questions?

If you have any questions about these guidelines, please contact us directly:

cdda-tr.nelacademy@nhs.net

NHS Leadership Academy North East, Palatine House, Belmont Business Park, Durham, DH1 1TW

1. Introduction

At the NHS Leadership Academy North East (the Academy), we believe that the continuous development of leaders and managers can improve health services for patients and communities. We expect the associates who work with us to conduct their business in a manner consistent with the values and spirit of our own organisation.

Our Associate Guidelines clearly articulate specific minimum standards for all associates who work with us and set out what you can expect in return.

We believe that by implementing these guidelines, the Academy and our associates can work together as role models and champions of leadership, who deliver high quality, value for money leadership development opportunities, which are unavailable elsewhere in the NHS.

2. Who we are

The NHS Leadership Academy North East is a partnership organisation providing leadership development to senior leaders and managers in the NHS and our core aim is to continuously develop leaders and managers to improve services for the patients and communities in the north east.

As well as delivering nationally determined leadership interventions on behalf of the NHS Leadership Academy, we also work on behalf of our 26 NHS partners from across the north east NHS including acute and community provider trusts, clinical commissioning groups, Health Education North East and Area Teams to deliver leadership and organisational development (OD) support on a regional and organisational level.

We are based just outside Durham city and are hosted by County Durham and Darlington NHS Foundation Trust.

3. Our values and behaviours

As an associate of the Academy you are required to role model the principles of the:

- NHS Constitution
- NHS Change Model
- NHS Healthcare Leadership Model

The Academy reserve the right to give feedback and take appropriate action should values and behaviours displayed by associates not reflect the above principles and models (please see termination of agreement section below).

4. Sub-contracting

Should the provider wish to subcontract any elements of the agreed scheme of work to a third party, this must be agreed with the Academy in advance. The management of any sub-contractors in line with these guidelines will remain with the main provider and it is the responsibility of the main provider to monitor this and ensure compliance.

5. Intellectual property

All materials produced specifically for services provided through the agreed scheme of work remain the property of the Academy. Materials in existence prior to delivery remain the property of the provider however the Academy reserves the right to circulate materials post intervention.

6. Conflicts of interest

When delivering interventions on behalf of the Academy providers must not approach delegates to further business interests and/or generate future work. Providers must not canvass the Academy delegates to participate in interventions which are in direct competition with our offer.

7. Venues and equipment

Where agreed venues will be selected and booked by the Academy. On the agreement of the scheme of work providers must inform the Academy of any specific venue requirements (for example layout and equipment) via the data capture form.

We expect all providers to provide their own IT equipment (e.g. laptop and remote for presentations). If IT equipment hire is required this must be highlighted to the Academy at the earliest possible opportunity and this may incur a charge.

8. Course materials, content and branding

In order for us to advertise to and attract the right audience for your intervention you are required to provide us with a completed intervention brief including your biography, session overview, objectives and learning outcomes no later than ten working days from receiving confirmation of contract (template attached).

All delegate materials including session outline, presentations and hand-outs must be submitted in the Academy format using our approved templates no later than five working days prior to the delivery of your intervention for approval (example and corporate ID guidelines attached). Unless prior approval has been given, materials must not contain any outside marketing collateral including provider contact details, products etc.

If you require any of your resources to be printed by the Academy this MUST be highlighted at the earliest opportunity and this will incur a charge at 2p per page for b&w or 9p per page for colour.

9. Quality assurance and evaluation

All the Academy interventions are subject to evaluation. Prior to delivery you will be supplied with evaluation requirements by the Academy and we will discuss your responsibilities within this.

We reserve the right to attend any sessions delivered to undertake quality assurance activity.

10. Review meetings

As part of the contracting process you will be allocated a named the Academy representative to liaise with throughout the delivery of the intervention. Following delivery we meet to review feedback and identify any areas of improvement.

In the first instance all queries or concerns must be directed to this representative, and can be escalated as per our complaints policy should this be appropriate.

11. Indemnity insurance

The training provider shall maintain third party, public liability and any other appropriate insurance cover in respect of anyone attending the training on the premises owned, controlled or for the time being in use by the training provider. Public liability insurance cover must be for a minimum of £1,000,000.

12. Invoicing process and payment

On agreement of contract please provide us with a scheme of work and invoicing schedule (template attached). You will then be provided with PO numbers via email in line with your invoicing schedule. Please note that as per our standing financial instructions we are unable to provide advance payment for services. On delivery of services we will aim to receipt your invoice and make payment within 30 days.

Our Finance team have provided some in-depth instructions as to what your invoice must include. You must clearly display the word 'invoice' on the document and must also include:

 "County Durham and Darlington NHS Foundation Trust" as the address, NOT North East Leadership Academy

- a unique identification number
- your company name, address and contact information
- the company name and address of the customer you're invoicing
- a clear description of what you're charging for
- the date the goods or service were provided (supply date) and the date of the invoice
- the amount(s) being charged
- the total amount owed (and VAT if applicable)

An example of a perfect invoice is featured below. These should then be sent electronically to cdda-tr.invoices@nhs.net.

ABC Solutions
123 Fake Street,
Example Row,
London,
N12 ABC
07123 456789
abcsolutions@example.com

County Durham and Darlington NHS Foundation Trust

Belmont Business Park Durham DH1 1TW

Date: 01/01/2018

Invoice Reference: ABC123NELA/18

Purchase Order Number: RXP0003634492

Project: Organisational Development

Description	Amount
2 days of delivering training – 1.1.18 – 2.1.18 at £100 per day	£200.00
1 day of follow up feedback – 1.2.18 at £100 per day	£100.00
Design of next cohort training day = 1.3.18 at £200 per day	£200.00
Travel expenses – 30 miles at £0.40 permile	£12.00
Total amount payable	£512.00
VAT	£102.40
Total amount payable	£614.40

Kindest regards, ABC Solutions. **Please note**: Invoices MUST match the amount previously agreed on the Scheme of Work document or they will NOT be paid by the Trust

13 Travel and expenses policy

All travel and expenses must be agreed with the Academy prior to delivery and will be agreed as per the guidelines below:

Mileage: As per the HMRC guidelines we pay 0.45p per mile for business miles travelled when working on our behalf.

Rail and air travel: We book and reimburse standard class rail and air travel only. Should accommodation be required this must be booked through ourselves in advance, in order to obtain government rates. We are unable to reimburse providers for accommodation booked outside of this arrangement.

Payment: For any travel booked by the provider we require invoices to be accompanied by relevant receipts and/or booking confirmations.

14 Limits on procurement

As per the trust's Standing Financial Instructions of our host organisation we are able to contract up to

£10,000 excluding VAT annually with individual providers. Any provision over this amount will require a competitive quotation process or full tender to take place.

15 Cancellation, sickness and extenuating circumstances

Should providers be unable to deliver as per the agreed scheme of work, we reserve the right to withhold payment for part or all of the delivery effected. Providers will notify the Academy no later than 24 hours prior if they are unable to deliver as agreed and make alternative arrangements for delivery. If a provider is unable to deliver part of a session this should be negotiated with the Academy representative and alternative arrangements put in place.

The Academy reserve the right to cancel or postpone interventions up to 10 working days prior to the intervention taking place without penalty.

16. Conflict resolution

The purpose of regular contact with providers and programme participants is to ensure that issues are identified and addressed at the earliest stage.

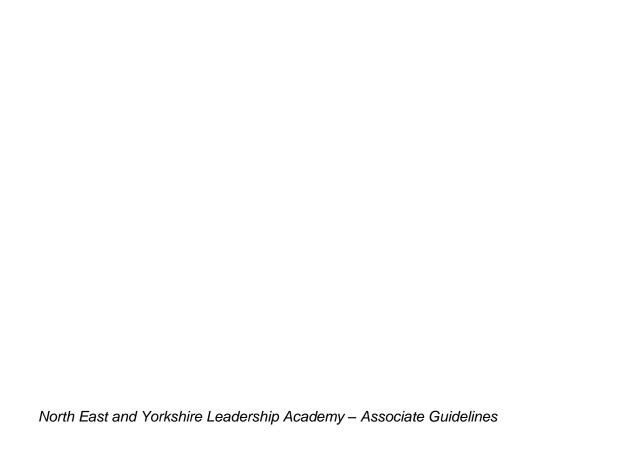
In any conflict situation we aim to have an open dialogue and positive relationship with providers to address any issues in a timely manner. However, if issues remain unresolved and there are severe concerns we reserve the right to terminate our relationship with a provider.

17. Termination of agreement

This would be seen as a last resort and would be actioned only where attempts to work with the provider to improve have failed.

For example, termination of agreement could be considered where:

- The level or quality of service is not what was agreed and/or has deteriorated since the beginning of the agreement.
- The supplier has changed the service it supplies without agreement with the Academy.
- The supplier attempts to charge more than agreed in the proposal submitted without agreement from the Academy.
- The supplier does not adhere to the guidelines as set out in this document



Scheme of Work Agreeme	ent between NHS	Leadership A	Academy North	East and Yorkshire	e and XXXXXXXX

Date: xxxxx

I, XXXX on behalf of NEYLA I agree to deliver the following provision as detailed below, in line with the <u>NELA associate guidelines</u>:

Intervention Title	Intervention Description	Delivery Date	Price	Invoice date	PO number
				TBC	
				*Invoices are to be raised on or after the day of delivery or design time	

Signed:	on behalf of (name of associate/provider)
Signed:	on behalf of North East and Yorkshire Leadership Academy