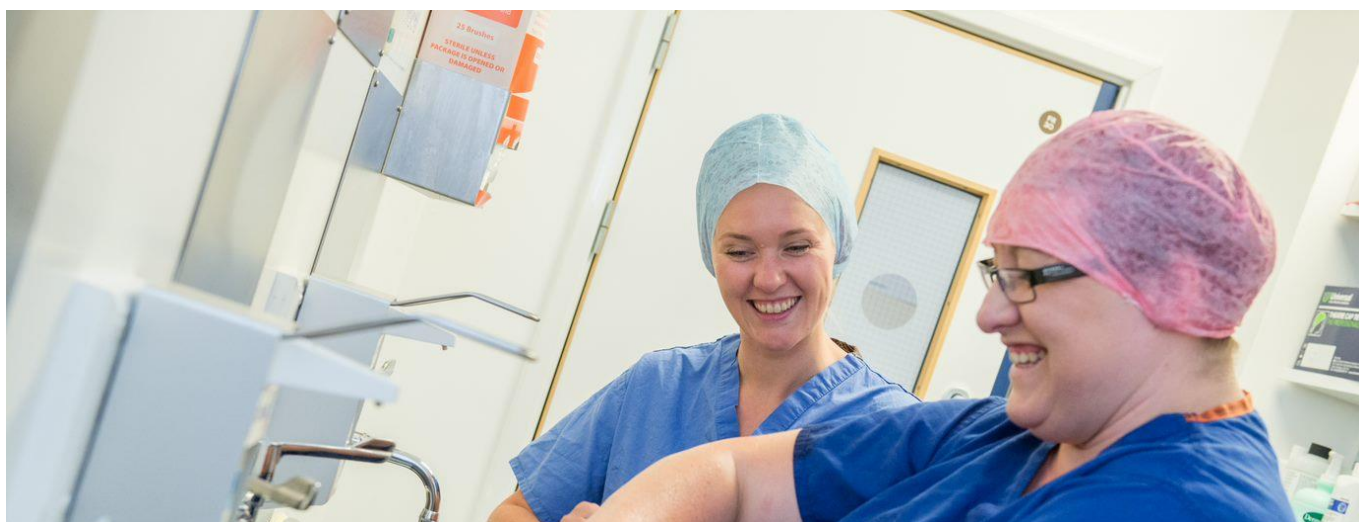


# New NHS Education Contract Frequently Asked Questions

Last revised: 3 March 2021



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## New NHS Education Contract – Frequently Asked Questions

Version	Author	Publication Date	Next Review
3	Commissioning Service	3 March 2021	17 March 2021

### Background

From April 2021, Health Education England is introducing a new NHS Education Contract to replace the varying contractual arrangements currently in place (including the Learning and Development Agreement with NHS service providers).

### Purpose

#### 1. Why is HEE introducing a new NHS Education Contract?

In accordance with the Care Act 2014, Health Education England is responsible for the leadership of all healthcare education and training for those employed by the NHS and for those seeking NHS employment. Health Education England also has statutory obligations for the quality of the services delivered for which it funds for the safety and protection of student and patients.

HEE has identified several ways in which its contracting processes can be improved, to the benefit of its partners and students/trainees. We are aware that contracting arrangements can differ between HEE regions, and between HEE regions and HEE national, often without justification and at a cost of reduced clarity and consistency.

Following engagement, it is agreed that a single NHS education contract will help achieve a nationally consistent approach to contracting and funding for education and training. This will make it easier for all parties to understand their obligations, how public funds are used, and what the public should expect in return for the money invested in training the healthcare workforce.

The new NHS Education Contract will:

- Be applicable across multiple providers (HEI, Education Providers, NHS, independent, voluntary, private and social care) and settings (e.g. secondary care, GP/Primary Care, Dentistry);
- Align HEE's commissioning, procuring and workforce planning arrangements with its contractual and financing activities;
- Emphasise the roles and responsibilities of each party involved in delivering healthcare education and training;
- Focus on HEE's expectations on the outputs (volume, value, impact, quality) for the public investment received.

The new contract will better accommodate non-NHS education and training partners in training delivery on behalf of HEE and encourage a wider selection of training partners to the improvement of training capacity, quality and student experience.

### 2. Who will be asked to sign a new NHS Education Contract?

The new NHS Education Contract will be the default contractual arrangement for HEE and its partners relating to the areas outlined in answer to Question 4. Prospective signatories include (but are not limited to):

- NHS Acute/Mental Health/Community/Primary Care providers;
- NHS Clinical Commissioning Groups;
- Other national NHS bodies;
- Primary Care Network;
- Independent/private healthcare providers;
- Voluntary and charitable services;
- Further Education and Higher Education providers;
- Other education and training providers;
- Medical and Dental Schools;
- Other national bodies (e.g. education);
- Professional regulators and professional bodies;
- Sustainability and Transformation Partnerships/Integrated Care Systems.

### 3. Is the new contract a like-for-like replacement for the Learning and Development Agreement (LDA)?

The new contract has been created to replace the LDA and other similar and related contracts, and to do so with one standard contracting document.

This new contract will replace all existing agreements between HEE and providers of placement and educational services for the provision of education and training for healthcare professionals. It replaces all existing agreements HEE has with all providers of placement and educational services, including NHS, independent and voluntary sector placement providers and higher educational institutes, faculties, schools, further education providers and other education and training organisations. It replaces all types of agreements, whether described as contracts, Service Level Agreements (SLAs), Memoranda of Understanding (MoU) or similar.

Whereas the LDA could only be entered into with NHS Trusts, the new NHS Education Contract has been created with non-NHS organisations in mind, acknowledging their growing role in training the NHS workforce of the future. The contract will also be used with education providers where HEE provides direct funding to them. The use of one standard contract for all these activities ensures we are treating all our partners equitably and with consistency, using the same terms and contractual parameters. This should help our partners understand HEE's expectations and what they can expect from HEE in return.

### 4. What areas of funding does this new contract cover?

The NHS Education Contract is the mechanism by which HEE entrusts providers to undertake healthcare education and training activities. This contract is limited to use for the following, across all healthcare professions:

- a) future workforce funds (including, but not limited to, placement tariff, salary support and where appropriate - unless commissioned separately - tuition funds); and,
- b) workforce development funds (including but not limited to, Workforce Transformation).

This contract includes all healthcare education and training regardless of the funding mechanism and applies unilaterally across all areas which HEE funds (i.e. all pre-registration healthcare programmes where HEE funds placement activity but not tuition). There will be no other contract or agreement used to govern the delivery of funding in these areas.

**5. [UPDATED] What is excluded from the new contract?**

Anything other than funding, activity or procured services listed in answer to Question 4.

**6. What contract will be used for any activity outside the scope of the new NHS Education Contract?**

Any activity outside of this scope will be commissioned, procured and contracted using an Education and Training Services Contract. This too will be a standardised contract for use across HEE regions and activities where required.

**7. [UPDATED] When will the new NHS Education Contract commence?**

The new contract will commence for most providers on 1 April 2021. At this point, all previous contracts and agreements (such as the Learning Development Agreement) will have ceased or will have been terminated.

HEE has a nationwide Implementation Plan, and activity began in October 2020 to take the steps required to introduce the new contract from April.

Due to the volume of activity required to introduce the new NHS Education Contract for all providers by April, and the complexities associated with adopting the new Contract for certain categories of provider, HEE regional teams may be choosing to stagger introduction for primary care, private, independent and voluntary organisations over a longer period (and after 1 April 2021).

As part of the implementation process, HEE will be in touch with individual providers to advise them of their specific commencement date and begin the transition to the new contract and its processes.

**8. [NEW] What are the interim contractual arrangements for those providers who have a staggered implementation phase (sign the contract after 1 April 2021)?**

If a provider is to be part of the staggered introduction of the contract, they will be informed of their specific implementation timescales. Unless informed otherwise, providers should assume their contract will be in place from 1 April 2021.

If part of the staggered introduction, and introduction occurs within the first quarter of 2021 (prior to usual HEE July payments), the contract adopted date will be retrospectively given as the 1 April 2021.

Any staggered introduction that concludes after the Quarter 1 payment date will carry the specific start date that the contract is signed.

Regardless of the specific start date for a provider's contract, all NHS Education Contracts will have the same end date (31 March 2024) to allow for the uniformed introduction of the next iteration of the contract.

**9. What will happen to existing contracts that are due to run beyond 31 March 2021?**

Any existing contracts or agreements that cover the same areas as the new NHS Education Contract will cease or be terminated prior to the introduction of the new contract.

No pre-existing contracts or arrangements will be allowed to continue after 1 April 2021 unless an exception has been agreed with HEE and there is a formal written agreement for

this arrangement to continue. This option will only be explored in extraordinary circumstances.

### **10. Why is there an end date to this contract?**

Our experience from working with the LDA and similar agreements, and the feedback received through the NHS Education Contract's engagement phase, suggests that it is unsatisfactory to have rolling or open-ended contracts.

A clear contractual end date provides HEE and partners with a clear juncture at which the arrangements can be reviewed and reappraised. There may be changes to the education and training environment after the contract is introduced that require changes to the contract within a reasonable time period. The contract would require review and updating to reflect this.

It may be that there are new considerations we wish to add to the contract, or that existing contractual provisions are no longer working well or fit-for-purpose. We would hope that our ongoing relationship with the providers who are signatories to this contract will help us develop this knowledge prior to the end of the contract period.

It is in no one's interest – HEE's or partner organisation's – to enter into an open-ended contract without adequate reviews, and risk that an inappropriate or unsuitable contract is allowed to run beyond a reasonable lifespan. This approach aligns to the approach taken governing other NHS contracts (e.g. those contracts entered into by NHS England).

### **11. Will the contract run for a fixed period?**

Yes. The new NHS Education Contract will run for a maximum of three years, from 1 April 2021 to 31 March 2024.

While the contract can be entered into by a new provider at any point following 1 April 2021, all versions of this contract will have an end date of 31 March 2024. A further 'new' iteration of this contract will be produced for implementation from 1 April 2024.

### **12. Why have you chosen three years for the period of this contract?**

Three years has been selected as this provides a balance between allowing the contract to run, providing certainty of processes and funding for our partners for a reasonable period of activity, and avoiding entering any party into a contract that risks losing its relevancy over time.

When the education landscape can be so changeable, we believe three years – as well as being the median length of time for training - provides a robust governance approach for contract revision.

We will continually review and engage throughout the lifespan of the contract, in preparation for introducing the next and subsequent contract.

### 13. **[UPDATED] Can HEE partners or HEE regions elect not to adopt the new contract?**

No. This will be the default contract and will be applied by HEE across all regions of England. There is no option for partners to remain with the current LDA.

We want to introduce a single standard, transparent and consistently applied contract. It will be to the benefit of HEE, providers, students and taxpayers and will help provide an effective clinical education environment.

Given the significance of this move, we conducted an extensive engagement exercise prior to creating the new contract to make sure our approach is correct and that it has produced a contract that is fit-for-purpose for all parties.

HEE will not be offering any alternative contractual processes for procuring the services of providers covered by the scope of the new NHS Education Contract. Providers should be aware that accepting payment for services covered by this contract, without signing the contract, could be deemed an acceptance of the contractual terms. If a provider does not want to enter into the NHS Education Contract with HEE, they will need to consider the implications of accepting funding for services covered by the NHS Education Contract.

### 14. **Does the new NHS Education Contract apply to small amounts of money, such as agreements for less than £50k?**

Regardless of the contract value, if the activity falls within the scope of the contract then yes, the contract applies and the NHS Education Contract should be used.

### 15. **How will the contract be enforced?**

HEE is introducing a new legal contract for the provision of the services it funds because this mechanism is necessary to ensure accountability, transparency and value for money for NHS funding. A contract is a key but standard component for the good governance of funding.

HEE has statutory obligations to fulfil around its use of public funds and has a duty to uphold standards with all its providers of services. Therefore mechanisms for action are included within the contract that allow enforcement measures to be taken if delivery, standards or quality fall short of those expected and outlined in the contract.

However we expect these to be used as a last resort, and HEE's approach to this partnership will be enabling rather than punitive. If a provider is struggling to deliver, we want to know and will work with that provider to resolve any issues. This contract should be seen as part of a wider set of governance, quality and performance measures, such as the bi-annual contract reviews, quality visits and recovery planning. The strong, partnership relationship behind this contract is vital to successfully delivering quality education and training.

## Use of the contract

### 16. **[UPDATED] What will be the governance of the new NHS Education Contract?**

Regional teams across HEE will oversee the governance and use of the new NHS Education Contract, as well as any other contractual processes that HEE operates.



### **17. Will the NHS Education Contract replace all existing contractual arrangements with HEE?**

Where possible, the new NHS Education Contract will be the contractual mechanism for the providers of services to students and trainees to contract with HEE. This applies whether you are a training organisation (such as a college or university) or a healthcare service provider/facilitator such as a Primary Care Training Hub, a clinical commissioning group, a voluntary healthcare provider or an NHS Trust.

There may be some contractual arrangements that fall outside of the new NHS Education Contract but the new NHS Education Contract should be seen as the main contractual arrangement between an organisation and HEE for the delivery of education and training services.

### **18. Will my organisation need to enter into more than one NHS Education Contract with HEE depending on the different relationships we have?**

No, an organisation will only need to enter into one NHS Education Contract with HEE. As with the LDA, the contract will govern the relationship between the two parties and set out how this relationship will be conducted. Contract schedules will be used to set out the conditions related to specific funding streams but one single NHS Education Contract will underpin these arrangements regardless of whether your organisation has different relationships with different functions/regions in HEE.

### **19. We do not currently hold a Learning and Development Agreement with HEE; does the introduction of the new contract apply to us?**

If you receive, or intend to receive, funding from HEE for providing any of the services outlined in Question 4 then your organisation will need to enter into an NHS Education Contract with HEE.

Up to now, some providers have not needed to enter into an LDA. There are various reasons for this, including that the LDA applied only to NHS providers of services (non-NHS providers may have entered into one of many contracts, SLAs or MoUs). However from 1 April 2021, all organisations providing these services - whether large or small, NHS or non-NHS - will be required to enter into an NHS Education Contract with HEE if they wish to continue providing these services with HEE funding.

### **20. Will there be any changes to funding because of the introduction of the new NHS Education Contract?**

Not directly as a result, no. This is a change in the contracting that relates to funding, rather than a change to the funding itself.

However the terms and conditions of providing funding – including Education & Training Tariff, Salary Support funding, Future Workforce funding and Workforce Development funding – will be governed by the new contract. The contract is part of a wider set of work to improve the way that HEE identifies, plans, procures, contracts and pays for the education services it buys on behalf of students and trainees. The new contract will help HEE and partners to take better and more informed decisions about what it chooses to fund in the future.

If an organisation declines to enter into a new NHS Education Contract with HEE then that organisation will not be able to receive funding through any of these funding streams.

**21. [NEW] Will the introduction of the new contract mean there are changes to HEE’s payment processes, or will payments for activities covered by the Activity Schedule follow the same pattern as previously (i.e. quarterly payments)?**

There will be no changes to HEE’s payment processes solely as a result of novating to the new contract. If there are any changes to how HEE makes or processes payments for education activities then they will be independent of the introduction of this contract.

**22. Will each education provider require a contract with every healthcare provider they work with? Will each healthcare provider need a contract with every education provider that they work with?**

No. This contract is between HEE and providers of services (be they education or training providers), not between providers themselves. If there is a need to enter into an arrangement between HEE, one provider and another provider then it possible to create a tri-partite agreement (TPA) for this purpose and that this TPA forms a schedule of the new NHS Education Contract. However the contract itself will only be signed directly between HEE and a provider of services.

**23. How will the new contract support collaborative delivery of education?**

The new NHS Education Contract will provide the basis for providers to partner together to deliver, and continue delivering, healthcare education across their area. By introducing the same contractual terms for all providers – large, small, NHS and non-NHS – the contract will support a standard approach to education and training which we believe will help our partners better understand HEE and help them understand each other.

We believe greater transparency in roles and responsibilities, and everyone working to the same terms and conditions, will remove barriers to collaboration in the quality delivery of services.

**24. Will there be an evaluation of the new contract and the new approach?**

Yes, we will continuously collate stakeholder feedback through Contract Manager colleagues around the country. This will help to inform the next iteration of the NHS Education Contract (to be introduced for 1 April 2024).

### Detail of the contract

**25. This contract appears more robust than the LDA, especially in terms of what is required by providers. Why is this?**

The landscape of healthcare education and training has altered significantly since the inception of the Learning and Development Agreement and the creation of HEE in 2013. It is recognised that a new contracting approach that better aligns to HEE’s statutory duties for leadership of healthcare education and training is required.

This contract enables a more robust mechanism to conduct that leadership, as well as supporting and facilitating the opportunity for all providers to deliver healthcare education and training. It establishes a basis for a consistent approach that accounts for how roles and responsibilities are changing, and how they have become established. Because of the funding involved, and HEE’s duties in governance of that funding, our advice has been that the arrangement needs to be made in the form of a legal contract if it is to be fit-for-purpose for 2021 onwards.



**26. [NEW] What are the standard Schedules to be used in conjunction with this contract?**

The list of standard Schedules can be found on page 3 of the contract. The list is:

Schedule 1 - Provider Services (including Secondment Agreement)

Schedule 2 - Funding

Schedule 3 - Quality and Performance

Schedule 4 - Tri-Partite Agreements

Schedule 5 - Processing, Personal Data and Data Subjects

Schedule 6 - Model Data Sharing Agreement

**27. [UPDATED] How does the new NHS Education Contract connect with the DHSC Education & Training Tariff?**

The new NHS Education Contract will be the new contractual arrangement for the payment of Healthcare Education & Training Tariffs, and a new NHS Education Contract schedule for this activity (Schedule 2) will replace the equivalent schedule in the LDA. This new Schedule will also be applicable for E&T Tariff Payments to non-NHS organisations (Private, Independent and Voluntary sector placement providers).

HEE data collection processes allow education providers and employers/placement providers to supply the information used to calculate and then execute Tariff payments.

**28. The term 'provider' is widely used in the contract. What do you mean by this term?**

The new NHS Education Contract contains definitions in the 'Interpretation' section of the contract (Clause 1), and all signatories should familiarise themselves with this section.

Broadly speaking, the term 'provider' is used to describe the organisation, body or partner who is providing services on HEE's behalf and/or with funding provided by HEE and is the other signatory to the contract along with HEE.

**29. Why is the providers' termination notice 12 months when HEE's termination is less?**

As the lead national organisation for healthcare education and training, HEE works on established planning and funding cycles with lead-in times. Given HEE's national role, it has and is establishing processes and timescales for commissioning and procuring education services, which will become familiar to our partners.

HEE is committed to supporting providers of healthcare education and training, and as the lead for healthcare education and training, requires the planning time to work with systems to ensure continuity.

HEE's termination rights in this contract support the flexibility required in healthcare education and training and will be used sparingly while considering students' and providers' needs. As education and training is core NHS business, it is not in HEE's (the NHS' or students') interests to make abrupt decisions regarding education funding or to suddenly terminate existing provider arrangements that run over multi-year cycles. We assure our partners that HEE will not risk instability in the system as this would be to the detriment of providers and learners.

**30. The contract requires that the funding is assigned to education and training and not any other service. Why do we have to ‘ringfence’ this money?**

HEE is investing this funding to provide for and benefit the future workforce of the NHS. Therefore it is expected that this money is used solely for its intended purpose of education and training.

As well as being a misuse of public funding, HEE cannot be sure that it is achieving the return on its intent if the funding provided for an activity is not used in that way. When reviewing the impact of our funding, we will assess whether the funding is having the required impact. If funding is not used for its intended purpose, we will have a distorted impression of the impact of our funding and this risks negatively impacting both future investment decisions and the investment in the future NHS workforce.

**31. The contract permits HEE to increase/decrease learner numbers or placement numbers at its discretion; is there a minimum notice period for any changes?**

There is no minimum notice period in this contract. As our decisions are taken with the NHS workforce needs in mind, and these needs can change quite quickly (for example if there is a change of government or NHS leadership, or a new funding settlement). Unfortunately it is not always practical to provide a minimum notice period when these decisions can be very swift. However HEE commits to informing providers about changes to learner or placement numbers as soon as it is aware and as soon as is practicable, to allow providers to make any necessary adjustments that they need to make.

In addition, some of the activities that HEE supports with funding are market driven. HEE is taking a proactive stance to enable forecasting for the volume of services required for healthcare learners but in some cases, for example with the number of undergraduate clinical placements required, demand can fluctuate and be dependent on outside circumstances such as education provider intake numbers.

**32. The contract states that placement providers should offer placement shifts to learners both in and outside of business hours. We are a non-NHS placement provider and do not operate outside of business hours, how can we comply with this?**

This contractual obligation only applies to those providers who provide their services outside of business hours.

**33. This contract covers areas covered elsewhere, including in existing law. Why does the contract cover this?**

The NHS Education Contract does not supersede or contradict any existing laws. But as this is a legal contract, the NHS Education Contract may seek to ensure compliance with relevant laws (e.g. General Data Protection Regulations) as a secondary mechanism.

**34. What are the contractual professional indemnity requirements for students?**

Insurance requirements for the provider are covered by Section 34 of the contract.

**35. [UPDATED] Why are you introducing bi-annual reviews?**

Under the system of LDAs, HEE could request annual performance reviews.

It has been decided, to support the introduction of the new NHS Education Contract and to enable effective review of the contract, that the option for these reviews should be increased to twice a year.

The decision whether or not to enact this right with an individual provider will be taken by HEE's nominated contract manager following an assessment of data, intelligence and insight, and a consideration of risk.

**36. [UPDATED] Who is responsible for arranging and conducting the bi-annual reviews?**

HEE is responsible for arranging and conducting the bi-annual reviews, and HEE's nominated contract manager will discuss the bi-annual review process with partners during implementation of the new NHS Education Contract.

**37. How does this new contract affect Library and Knowledge Services?**

The new contract should not affect Library and Knowledge Services. The new contract continues the process and obligations insofar as Library and Knowledge Services that were found in the LDA, and these will be found in Schedule 1 of the new NHS Education Contract when this is issued.

**38. Does the new contract cover Continuous Professional Development funding provided by HEE?**

If the funding is part of HEE's wider Workforce Development funding, then it is covered by this new contract. However if the funding is provided as a result of a HEE tendered exercise, then the funding will need to be covered by a separate contract (the new HEE Education and Training Services Standardised Contract is likely to be the correct document to use).

**39. Are 'Lead Employer' contracts within the scope of the new contract?**

No, 'Lead Employer' contracts will continue to be handled separately and will therefore not fall under the scope of the new NHS Education Contract.

**40. If the new contract will also have schedules, what will be the main difference between the NHS Education Contract and how the LDA is currently used?**

Schedules will continue to form a key part of HEE's contracting/agreement processes.

As a principle, the NHS Education Contract sets the roles and responsibilities, and the legal terms, for HEE and its partner's obligations. The schedules to this contract then provide the detail of the deliverables and the specifics as relating to that partner's activities. All providers will enter into the same contract with HEE, but their set of schedules will be bespoke to them and to their obligations with HEE regionally and nationally.

Concurrent activity to review and standardise HEE's library of schedules is also underway. You may have noticed that a new LDA Finance Schedule was introduced for use in the 2020/21 financial year; this is the first of the new standardised schedules and this schedule will also be used with the new contract. Just as with the introduction of a standard NHS Education Contract, we believe a set of standard schedules will help the transparent, accountable and effective use of NHS funding, and will better support collaboration in the delivery of quality education and training.

**41. [UPDATED] As the new contract is introduced, will existing Placement Agreements in LDAs be automatically carried over as Schedule of the new contract?**

The new NHS Education Contract includes the introduction of a standard, consistent Placement Agreement for use with providers in England (Schedule 4 Part C).

This was created following feedback from education and placement providers, and is included for use to support reduced bureaucracy for placement activity. However this

template is not mandatory and different (existing) Placement Agreement templates can also be used.

### **42. [UPDATED] As well as the contract, do all the supporting schedules need to be signed?**

Schedules do not require additional signature, as the signatory to the main contract also covers all schedules.

However HEE will be coordinating organisational signatures for 'Letter of Coordination' that are required to support the Tri-Partite Agreements that form Schedules of this contract.

### **43. Why does HEE need the data that it is requiring through the contract?**

HEE is revising, updating and clarifying its data request from providers, and these requirements are outlined in Schedule 6 of the contract. HEE's data requests mainly relate to data that supports NHS workforce planning or financial planning/reporting.

Schedule 6 of the new contract brings HEE's contractual terms into line with our existing data practices, and supports HEE to conduct further data activity to support its statutory remit (for the benefits of NHS workforce planning, commissioning, education capacity building, education provider support and financial planning). We hope that the benefit of some of these activities is then shared back with our education and service provider partners.

As the statutory body responsible for the education and training of the healthcare workforce in England, HEE also collects and reports data on behalf of government and the wider NHS in our areas of responsibility. We want to avoid collecting data already held by another public body where possible, and HEE enters into data sharing agreements with those bodies to avoid repeated data requests across government. However while requests may appear similar to data providers, often the request is slightly different to suit specific needs. For example, HEE's Student Data Collection collects information on students on clinical placement to allow us to accurately pay Education & Training Tariff to those placement providers, and therefore the detail requested needs to support that activity.

### **44. Under Schedule 6, HEE is asking for data on students who are not undertaking commissioned training places or do not attract tariff funding for their placement. Why is this?**

Much of the data that HEE requests are linked to payments that HEE makes for services or activity, such as salary support payments or Education & Training Tariff payments. However HEE's data requirements are wider than this, and HEE also has a need to collect data in support of its healthcare education and training responsibilities. If HEE and other national bodies are to adequately support the wider clinical education environment for all healthcare students and trainees, HEE requires data on students to help it do this, regardless of whether all students covered by that data attract a HEE payment.

In addition, HEE often makes funding commitments or advises on funding decisions that relate to all students currently in training. While HEE might not be making a direct payment to support an identified student, HEE provides funding that can benefit all students - such as through expansion programmes and workforce development funding - and sometimes such funding may be based on a per capita basis/estimation of students in training. To do this well, we will need additional information about wider student cohorts.

**45. [UPDATED] There is no mention of the process or timeline for confirming student numbers for any upcoming academic year. Will this be covered by a Schedule?**

HEE will communicate commissioned numbers through confirmed commissioning letters. This will likely take place in Spring once budgets are confirmed.

HEE is intending to introduce a new data collection process, currently titled the 'Education Capacity Collection' to coincide with the Student Data Collection. This collection will be primarily focussed on understanding how many students can be accommodated at each education provider at certain times, to provide a better understanding of the 'education capacity' (defined as academic and placement capacity) available to train the NHS workforce. This will help HEE and others to make commissioning and investment decisions, in partnership, that allow the health system to maximise that capacity and to take the required steps to increase capacity where and when it is required.

We believe that the data provided through this data collection process will help education and placement providers/employers to prepare for receiving new student cohorts, including anticipating upcoming student numbers.

**46. [UPDATED] How will this new contract work for primary care organisations? Will Primary Care Networks or Training Hubs sign the contract, or will individual practices be asked to sign?**

If HEE has a direct commissioning/funding arrangement with a CCG, then yes, this new contract will apply.

As the status of training hubs, in relation to their separation from HEE, varies by locality, there may be bespoke local arrangements for how each Primary Care Training Hubs should engage with the new contract. Our suggestion is that Primary Care Networks, Training Hubs or federations are the signatories; but this does not prevent individual practices from entering into an NHS Education Contract with HEE. HEE's Regional Implementation Leads will discuss the specifics with each Training Hub.

For primary care organisations, HEE regional teams may be choosing to stagger introduction over a longer period (that extends passed the 1 April deadline). If this applies to your organisation, we will be in touch with those providers to advise them of their specific commencement date and begin the transition to the new contract and its processes.

**47. [NEW] Does the new contract cover 'Education Support'?**

Yes. Previously this was not going to be the case, but now Education Support is covered by the new contract. A template secondment agreement in support of Education Support can be found in Schedule 1 of the new contract.

**48. [NEW] Is there a Supporting Guide to accompany the implementation of the new NHS Education Contract?**

A guide to support implementation of the new contract can be found on the NHS Education Contracts webpage on the HEE website - <https://www.hee.nhs.uk/our-work/new-nhs-education-contract>

**49. How do I find out more information about the new NHS Education Contract?**

The new HEE Contracts Team will be responsible for implementing the new NHS Education Contract. You can contact the team by emailing: [educationcontract@hee.nhs.uk](mailto:educationcontract@hee.nhs.uk)