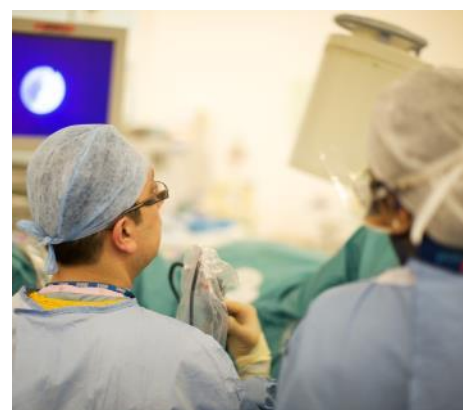


# Supporting Guide to the NHS Education Contract 2021-2024



Developing people  
for health and  
healthcare

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## How to use this Guide

This guide is designed to assist the understanding of the NHS Education Contract in a nonlegal way. It will help to clarify HEE's position on key clauses and themes from the NHS Education Contract and should be used in conjunction with the Frequently Asked Questions page on the [HEE NHS Education Contract Website](#).

Hyperlinks are embedded into this document for ease of use and every page has a link to return to the front page.

The Table of Contents also links you to the sections as necessary.

The flow of the guide is mirrored to the NHS Education Contract, for ease of viewing the two documents together.

## How to contact us

If you have any questions regarding the NHS Education Contract, please speak with your local Contract Manager in the first instance.

If you are unsure who your Contract Manager is or if you want to be added onto our mailing list for future updates to the NHS Education Contract, please email: [educationcontract@hee.nhs.uk](mailto:educationcontract@hee.nhs.uk)

## Changes made in the NHS Education Contract since first publication

Following the development of Schedules, some minor changes have been made to the NHS Education Contract since first publication in November 2020. These changes from version 1 to version 1.1 are:

*Red Text: additions made*

*Strike-through: sections removed*

**Definition of Placement Agreement:** an agreement between an Education Provider and a Placement Provider relating to placement activities which may **be in the form included in Schedule 4 Part C or in any other form agreed by an Education Provider and a Placement Provider** ~~or may not be contained within a TPA.~~

**Definition of Regulator:** ~~European Data Protection Board~~

**Definition of Data Protection Legislation and UK Data Protection Legislation:** **combined into one definition and updated following exit from the European Union.**

**Clause 7.5:** Education Providers should provide HEE with their Programme specific widening participation plans when requested, **or plans which cover multiple Programmes**, in accordance with guidance published by the Office for Students and accessible via the Office for Students webpage (as may be updated or superseded from time to time).

**Clause 9.1:** Where ~~required~~ **requested** to do so by HEE, the Provider shall enter into a Tri-partite Agreement, which will be either a TPA and/or TPA-UGME, with any parties nominated by HEE for the education and training of Learners.

**Clause 10.1(d):** partner with other providers in the form of the TPA and/or TPA-UGME **and/or** ~~using the standardised Placement Agreement issued~~, and not seek to implement additional **unnecessary** bureaucracy for Placements.

## Background

Health Education England is an executive non-departmental public body at arms-length from the Department of Health and Social Care, whilst remaining accountable to the Secretary of State for Health and Social Care. In accordance with the Care Act 2014, Health Education England is responsible for the leadership of all healthcare education and training. 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.

The NHS Education Contract is the mechanism by which HEE entrusts providers to undertake healthcare education and training activities. The NHS Education Contract is primarily used 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)
- c. The NHS education Contract also 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).

The NHS Education Contract, as a formal mechanism for the relationship between HEE and providers, covers both education and placement providers. This contract will replace the current Learning and Development Agreements, and other contractual arrangements, which are outdated and no longer fit-for-purpose or supportive of the leadership and partnership role HEE has across healthcare education and training. The current contractual arrangements are not sufficiently collaborative or supportive of the changing needs of healthcare education and training; the new NHS Education Contract will help to remedy this.

## The Purpose of the New NHS Education Contract

The NHS Education Contract has been introduced across England to:

- achieve a nationwide consistent approach to contracting and funding for education and training.
- make it easier to understand how public funds are used, and to outline the return-on-investment expectations for the funding used in training the healthcare workforce.
- better accommodate non-NHS education and training partners in training delivery, to encourage a wider selection of training partners to improve training capacity, quality, and student experience.
- become a key tool for improving the quality of education and training, driving change, and providing funding.
- better ensure that education investment is spent for the future NHS workforce to deliver outstanding patient care.

### The Principles of the NHS Education Contract

The following points are the principles which have led to the development of the NHS Education Contract. The NHS Education Contract will:

- be a multi-professional contract which is applicable across multiple providers and settings. While the current Learning and Development Agreement is between HEE and NHS Trusts, the new NHS Education Contract will be broader and can be used between HEE and any provider of healthcare education and training which receives HEE funding, regardless of their status or setting.
- align HEE's strategy, planning, funding, commissioning, commercial and broader workforce planning arrangements to its contractual and financial activities.
- emphasise the roles and responsibilities of each party involved in delivering healthcare education and training, including HEE's expectations on the outputs (quality, impact, value and volume) for the public investment received.
- support systems to understand what healthcare education and training takes place within their footprint.
- increase transparency and confirm value for money, improve visibility of funding, whilst promote good stewardship of the educational investment made to enable the NHS to play their critical role in training the future health professional workforce.
- increase system awareness of education funding stewardship, and the roles and responsibilities of each partner in providing this.
- attain parity with other NHS contracts, making visible the role of educating the current and future workforce as core NHS 'business'.
- reflect the emphasis on the HEE Quality Framework for the safety of learners and patients.

## Engagement

Since June 2020 HEE has been developing the NHS Education Contract and has worked with all of our partners throughout. We are grateful for all the responses to our engagement, the participation in our webinars and the invitations to national groups where we were able to discuss the contract in more detail.

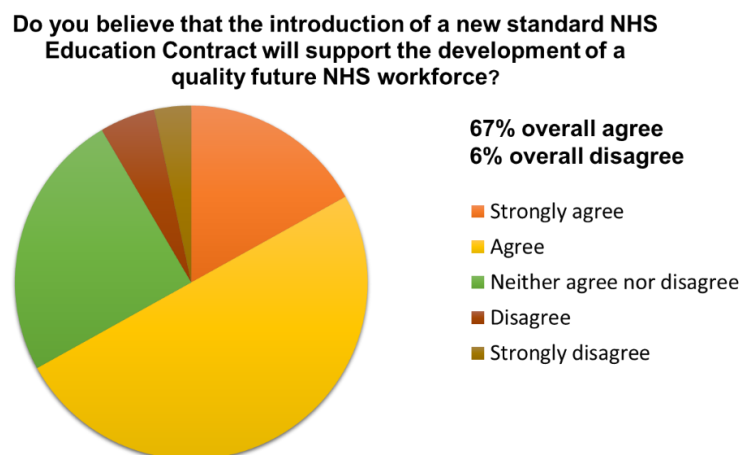
All of this engagement has been extremely helpful in designing the final NHS Education Contract. As in any engagement process some comments and requests were contradictory, reflecting the conflicting priorities of a diverse health community, at all times however we have aimed in the contract to take a neutral position and we believe the appropriate balance has been struck. However, we have aimed for an NHS Education Contract which is fit-for-purpose, future proof and enables a partnership and collaborative approach to how England's healthcare education and training operates. Our engagement resulted in:

- 181 responses to our engagement survey with over 2000 individual comments
- 15 webinars with regional and national bodies – over 1000 people in attendance overall

Including liaison with:

- NHS Employers
- Independent Healthcare Providers Network
- Primary Care Network (NHS Confederation)
- Council of Deans for Health
- Medical Schools Council
- Dental Schools Council
- Universities UK
- University Alliance
- Association of Colleges
- Office for Students
- Regulators

The overall response to the NHS Education Contract was positive and this provided helpful commentary which has enabled us to improve and revise the final NHS Education Contract. The below highlights one particular question we asked during our engagement:



## Guidance

### Aim of the NHS Education Contract

The core aim of the NHS Education Contract is to be supportive and facilitative to enable the strongest of partnerships and collaborations for all involved in the delivery of healthcare education and training. It is designed to support the needs of local healthcare systems and help to ensure that the workforce has the right numbers, skills, values and behaviours now and in the future.

Whilst the NHS Education Contract is a legal document, and clauses may appear to be directive, the approach HEE wishes to take is to be pragmatic, collaborative, supportive, and facilitative. HEE will not be using the NHS Education Contract in a didactic manner, and we pledge to continue operating in a collaborative, partnership way in all aspects of our work.

### Definitions

The definitions provided in contract are important in understanding the context of the language used throughout the NHS Education Contract. We recognise that different organisations and geographies may use different language and terms and we have tried to accommodate this within our definitions. If you are unsure of the context to a clause or the language used is not clear, please refer back to the definitions.

Within the contract, when words begin with a capital letter, this usually indicates there is a definition provided.

### Use of the word 'Provider'

Throughout the contract the word 'Provider' is used. In the context of the contract, the 'Provider' applies to the organisation who holds the contract with HEE.

In some clauses in the contract 'Provider' is used in a more specific context, for example in the terms 'Education Provider' and 'Placement Provider'. In such clauses these terms are specific to that type of organisation only i.e. if you are an 'Education Provider' any clauses which refer to 'Placement Provider' are not applicable to you and vice versa.

There will be occasions where a 'Provider' is both an 'Education Provider' and a 'Placement Provider' and in these circumstances **all** clauses are applicable.

We have retained all clauses in the NHS Education Contract to ensure there is consistency across the country and that there is transparency on the requirements from HEE.

### Responsibilities

The sections which cover responsibilities are to give clarity to the public and all partners on the responsibilities of each organisation.

Please refer to the sections [Use of the word 'Provider'](#) and [COVID-19](#) for guidance to support this as well.

## Tri-Partite Agreements (TPAs)

Clause 9 of the contract is a clause to support the delivery of healthcare education and training and is designed to give HEE a role in linking organisations together for the benefit of the future NHS workforce. We understand and recognise however that this may not be practicable or possible, and we will work collaboratively to address this. This clause is not giving HEE total decision making on the Tri-Partite Agreements.

Tri-Partite Agreements are included in the NHS Education Contract and approved as part of the main signatory of the contract. However, these become enacted when a [Letter of Co-ordination](#) is issued.

## Co-operation

Clause 10 outlines how all organisations can work together to meet local healthcare system needs to ensure the NHS has a future workforce.

## Sub-Contracting

The NHS Education Contract permits sub-contracting as required. The clauses in the NHS Education Contract ensure a roll-down of obligations to the sub-contractor. HEE will contractually manage only the Provider organisation with whom it has signed the NHS Education Contract, the expectation being that the Provider organisation would then manage any sub-contracts and provide assurance back to HEE as required.

## Timelines for response

Within the NHS Education Contract there are specified timelines for responses. These are usually timescales for the acknowledgement of a communication rather than a set deadline for a response. Following acknowledgement, HEE will work in partnership with the Provider to ensure appropriate timescales are set.

There are, however, specific timelines related to Contract Management in section 26 of the NHS Education Contract. These are necessary to ensure good governance and accountability.

## Funding

Clause 16 relates to the Funding HEE will provide for the services being delivered. Within this section there is a clause which refers to the "...increase or decrease..." and for clarity this is in relation to the funding being provided for the Services being delivered (clause 16.9).

Within this section there is a new requirement for a minimum of 12 months employment in the NHS between programmes, this means that HEE will not fund consecutive programmes without this break. This has been included to ensure that the NHS benefits from the investment being made in a programme and that learners have an opportunity to consolidate their learning before completing any additional programmes.

The contract has set out a requirement that HEE will have access to learners' email addresses as a condition of Funding (clause 16.13). This is to ensure that HEE, as the lead organisation across England for healthcare education and training, can obtain feedback from learners which helps to improve healthcare education and training across England, and to ensure we can support learners throughout their career. All of our survey responses are shared publicly through the HEE website.



## **Mandatory Training**

HEE has not set a direction on mandatory training as, through our engagement, we identified that it was difficult to determine a national approach to this. The section in the NHS Education Contract (clause 19) provides a framework for use within a local healthcare system.

## **Exchange of Information**

HEE is not expecting any new conditions to be set for Providers, as the information required is either included in the collections currently in place with HEE or is routinely provided for other organisations. Where the latter is the case, we ask that Providers share this information with HEE as well to reduce duplication of effort.

## **Quality and Performance**

HEE use the Quality Framework as our core mechanism to ensure learner and patient safety. This section indicates that we expect compliance with the framework. Key Performance Indicators are also indicated in this section. We are aware that Providers are also monitored to meet regulator quality standards as well, but they are not included in this section as this is specific to HEE.

## **Review Meetings**

The NHS Education Contract requires that a review meeting take place twice per year and outlines the approach HEE will take to this review. It also requires that a return is provided twice per year and the content of the return is detailed within Schedule 3. HEE will be pragmatic in its approach to these reviews and will triangulate information available to reduce the burden on providers.

## **Decommissioning**

This clause (28), whilst appearing didactic, will be approached pragmatically and in partnership. It is designed to afford maximum flexibility to meet the needs of the healthcare system.

## **Intellectual Property Rights**

We understand that this section may cause most concern overall. The allocation of Intellectual Property is only in relation to the Funding being provided to the Provider. Where public funds are being used under the direction of HEE then the intellectual property will belong to the NHS, via HEE. Therefore, these clauses are only applicable where HEE is directly funding the specified activity.

## **Data Protection**

These clauses (33) are designed to provide the flexibility required, as appropriate, for the management of data and should be used with [Schedule 5](#).

### Insurances

The section covering insurance (35) represents the minimum requirements and is usually the amount provided by insurers.

### Liability

Following feedback, and on the advice of our legal team, we have limited liability to 120% of the total Funding of the contract, rather than remain an uncapped liability.

### Terminations

Whilst we recognise that these clauses (38) permit HEE to terminate on a shorter time frame, following feedback we have instigated a partnership approach to Providers terminating the NHS Education Contract as well. This is designed to be supportive for the needs of the healthcare system, learners and the use of public funds and, ultimately, the needs of a future NHS workforce.

### Variations

The NHS Education Contract has been standardised for consistency across England. Where these clauses are not applicable to a Provider they will not be removed from the contract as they remain for awareness and consistency across England. However, HEE will not contractually manage a Provider in relation to a non-applicable clause.

Within schedules 1, 2 and 4 a variation process is included to ensure that maximum flexibility and to facilitate a partnership approach.

## Schedules to the NHS Education Contract

### Schedule 1

This schedule covers the Services to be provided by the organisation with whom HEE holds the contract. These schedules are tailored specifically to the requirements of the individual organisation and we do not anticipate that there will be any additions to current practice, unless this has already been agreed in partnership.

Included in Schedule 1 as an Appendix is our Secondment Agreement for Education Support. This is to be used where a Provider offers services contained within Schedule 1 via their employee.

### Schedule 2

This schedule sets out the Funding being given for the delivery of Services. It links to the NHS Education Funding Guide and the Department of Health and Social Care Education and Training Tariff. Any specific Funding provided is also detailed within this schedule.

For payments, HEE collects data three times per year and will issue further guidance at these times on invoicing arrangements and how you will receive Funding.

## Schedule 3

This schedule outlines the Quality and Contract Performance requirements. It links to the HEE Quality Framework and draws out key clauses of the NHS Education Contract, which make up the KPIs. There is also an annex in this Schedule which outlines the bi-annual reporting requirements.

## Schedule 4

This schedule is in three parts:

Part A – Generic Tri-Partite Agreement

Part B – Undergraduate Medical Education Tri-Partite Agreement

Part C – Standard Placement Agreement

These have been co-designed with the Medical Schools Council, Council of Deans of Health and NHS Employers. They are standardised for use across England and are designed to be used to provide clarity on expectations between providers and to facilitate a less bureaucratic process for placements. By signing the NHS Education Contract you are agreeing to these as well however a Letter of Coordination will be the mechanism to enact the Tri-Partite Agreements as necessary. The Generic TPA and Placement Agreement are not mandated and can be superseded by any existing local arrangements. There is also a variation annex included for exceptional circumstances where any local adaptations are required or necessary, variations must be agreed between all organisations party to the agreement. To be read in conjunction with the [Tri-Partite Agreements \(TPA\) section](#).

## Schedule 5

This schedule is to only be used when the provider acts as a data processor on behalf of HEE.

## Schedule 6

Within this schedule our Data Sharing Agreements outlines what, why and how we operate in collecting and transferring data between HEE and the organisation signing the contract.

## Letter of Coordination

This is a letter which HEE will issue to enact the [Tri-Partite Agreements](#) in [Schedule 4](#) of the NHS Education Contract.

## COVID-19

HEE will be pragmatic in its approach with organisations signing the contract, to ensure that maximum effort can be afforded to the national pandemic. We accept and recognise that from the commencement of the NHS Education Contract some organisations will not be in a position to comply fully with the requirements. In partnership we will agree these areas and operate together as necessary.

## Frequently Asked Questions

On the HEE Website we have a section of [Frequent Asked Questions](#).