

# FULL-TIME DENTAL FOUNDATION THERAPY TRAINING IN NHS PRIMARY DENTAL SERVICES

This is a template contract of employment - please notify the Health Education England Local Office should amendment be required

## Foundation Therapist's Contract

THIS AGREEMENT is made the 22<sup>nd</sup> day of AUGUST 20 22

BETWEEN

of

Dental Practice owner/partner ("the Practice")

and

of

Foundation Therapist

and

of

Educational Supervisor

### Background

This contract of employment applies exclusively to arrangements made under national Dental Foundation Training schemes in [England]. The purpose of Dental Foundation Therapy Training is the enhancement of clinical and administrative competence, the promotion of high standards and the introduction of the Foundation Therapist to NHS general dental practice in a protected environment while enhancing skills.

The Practice agrees that the Educational Supervisor named above will be the nominated Educational Supervisor of the Foundation Therapist throughout the duration of this contract.

Both the Educational Supervisor and the Foundation Therapist have entered into educational agreements with Health Education England LKSS.

The Educational Supervisor has been approved as an Educational Supervisor in NHS General Dental Practice. On that basis the Foundation Therapist wishes to enter employment on a Dental Foundation Therapy Training programme with the Practice. The Practice understands that it is a requirement of this contract that the Educational Supervisor provides and is responsible for the relevant training to the Foundation Therapist at the Practice.

The parties agree to establish this contract upon the following terms and conditions:

**IT IS AGREED** as follows:

1 The Practice will employ the Foundation Therapist and the Foundation  
Therapist will work as an employee at the Practice to the best of his/her ability  
and will do his/her best to promote the interests of the Practice and to serve its  
patients as required.

1 Subject to any early termination under the clauses below, this agreement shall  
start on **01/09/2022** and shall automatically terminate one year later.

2 No employment with a previous employer counts towards the Foundation  
Therapist's period of continuous employment with the Practice.

3 Notwithstanding clause 2 this agreement may be terminated at any time by  
either party giving one month's notice in writing to the other. If all parties agree,  
a shorter period of notice or payment in lieu of notice may be given.

4 The Practice shall be entitled to dismiss the Foundation Therapist at any time  
without either notice or payment in lieu of notice if the Foundation Therapist  
commits a serious breach of their obligations as an employee (including but not  
limited to the obligations as set out below and gross misconduct as defined in  
the Practice's relevant policy); if they cease to be entitled to work in the United  
Kingdom; or if they are suspended by the General Dental Council (GDC).

5 The Foundation Therapist is employed by the Practice and reports to the  
Educational Supervisor. The Foundation Therapist's duties are set out in the  
attached job description. The Foundation Therapist may be required to  
undertake other duties from time to time as may reasonably be required. The  
Foundation Therapist will undertake predominantly NHS treatment during their  
employment at the Practice. The Foundation Therapist may undertake some  
private dental treatment during their employment; however, **this will not  
exceed more than 5 % of their overall activity.**

6 The Foundation Therapist warrants that he/she is entitled to work in the UK and  
has obtained GDC registration prior to starting employment with the Practice.  
The Foundation Therapist will notify the Educational Supervisor, the Practice  
and the Postgraduate Dental Dean/Director immediately if he/she ceases to be  
so entitled or registered at any time in the duration of this contract.

7 The Foundation Therapist will not be required to work outside the UK.  
However, they may be required to work at other locations within the UK in the  
performance of their duties under this contract of employment.

8 During employment under this contract the Practice shall pay to the Foundation  
Therapist a salary at the rates set through the General Dental Services  
Statement of Financial Entitlements Directions issued annually or otherwise by  
the Department of Health. Payments will be made in arrears by monthly  
instalments on the last day of each calendar month.

9 The Practice acknowledges that termination of this contract for any reason will  
lead to the stopping of all associated Dental Foundation Therapy Training  
payments from HEE LKSS and that any overpayment from the HEE LKSS to  
the Practice will be repaid by the Practice to the HEE LKSS

10 The Foundation Therapist will be eligible for the Employee Pension Scheme  
within the practice and the Educational Supervisor will account to the proper  
authority for all contributions for the Foundation Therapist.

11 The Practice is entitled to deduct from the Foundation Therapist's salary or  
other payments due to them any overpayments which the Foundation Therapist  
may owe to the Practice at any time.

12 The Practice will pay to the Foundation Therapist in a timely manner all travel  
payments received on behalf of the Foundation Therapist from HEE LKSS.

- 13 The Foundation Therapist and Educational Supervisor will maintain themselves on the GDC Register and be members of an appropriate dental indemnity organisation during the period of the employment at their own expense.
- 14 The Practice will ensure employers' liability cover is in place.
- 15 **During the continuance of this employment the Educational Supervisor shall:**
- 15.1 Be readily available to support the Foundation Therapist at the same premises to allow the Foundation Therapist to fulfil his/her obligations under the contract, for a minimum of 6 sessions (a session is 35 hours) per week, at times to coincide with when the Foundation Therapist is working clinically in the practice, not including programmed study days;
  - 15.2 nominate a suitably qualified and experienced dentist with an NHS Performers List Number to support and supervise the Foundation Therapist's clinical work on the same premises when the Educational Supervisor is not on the same premises or otherwise unavailable.
  - 15.3 ensure the Practice can provide the Foundation Therapist with NHS activity in compliance with the Regulations and as determined by Health Education England, or any successor organisations;
  - 15.4 **be available to the Foundation Therapist for guidance in both clinical and administrative matters and take no holiday within the first four weeks of the Foundation Therapist's employment with the Practice;**
  - 15.5 provide reference material for the use of the Foundation Therapist;
  - 15.6 except during holiday or sickness absence of the Educational Supervisor or the Foundation Therapist, provide tutorials (on average, two per month) for the Foundation Therapist. Such tutorials to take place during normal practice hours (not during lunch hours or other breaks) and to be of a minimum of one hour's duration. Exceptionally tutorials may be provided outside of normal practice hours, subject to the prior agreement of the Postgraduate Dental Dean/Director;
  - 15.7 carry out workplace based assessments during contracted hours with the Foundation Therapist as determined by Health Education England.
  - 15.8 provide the Foundation Therapist opportunities to perform a broad range of clinical procedures, within the Therapist's Scope of Practice under the NHS and shall ensure as far as reasonably practicable that there is an adequate patient flow to fully occupy clinical time and to allow the Foundation Therapist to demonstrate the competencies within the Dental Foundation Therapy Curriculum,
  - 15.9 complete the required sections of the Dental Foundation Therapy Training e-Portfolio provided by Health Education England.
  - 15.10 inform the Postgraduate Dental Dean/Director immediately in writing if the circumstances of the Educational Supervisor, the Practice or the Foundation Therapist change in such a way as to alter the contract of employment or training contract;
  - 15.11 inform the Postgraduate Dental Dean/Director immediately should the Foundation Therapist have a cumulative sickness absence greater than 10 days during the duration of this contract;
  - 15.12 inform the Postgraduate Dental Dean/Director immediately should the Practice, the Foundation Therapist or the Educational Supervisor be investigated by any NHS body and/or the GDC; and

- 15.13 fulfil the obligations and responsibilities of Educational Supervisors as set out in the Educational Supervisor's educational agreement with Health Education England **LKSS**.

**16 During the continuance of this employment the Practice shall:**

- 16.1 provide the Foundation Therapist with in-surgery access to the internet during working hours;
- 16.2 allow and require the Foundation Therapist to attend a minimum of 18 study days or equivalent prescribed virtual or on-line activities in the year as required by the Postgraduate Dental Dean/Director; (or equivalent) and allow the Foundation Therapist to work in practice on those days when study days are not organised or have been cancelled;
- 16.3 provide the Foundation Therapist without charge satisfactory equipment (including personal protection equipment) and facilities to comply with health and safety and infection control standards as contained in the Department of Health and Social Care's guidance or successor body;
- 16.4 provide the Foundation Therapist with administrative support and the assistance of a suitable experienced and trained dental nurse;
- 16.5 ensure that the Hepatitis B immunisation status of the Foundation Therapist is in line with local guidelines and that the Foundation Therapist is compliant with other blood borne virus policies, where applicable;
- 16.6 nominate a named Practice employee, owner or officer to be the Practice's Lead Contact,

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**[ADD NAME OF CONTACT]** who shall be a suitably qualified and senior member of the Practice, to liaise with the Postgraduate Dental Dean/Director; and

- 16.7 inform the Postgraduate Dental Dean/Director immediately should the Foundation Therapist or the Educational Supervisor have a cumulative sickness absence greater than 10 days during the duration of this contract.
- 16.8 ensure that the Educational Supervisor receives the payment made to the Practice to supervise the Foundation Therapist without deductions.
- 16.9 Allow the Foundation Therapist to undertake educational activities outside the practice environment as prescribed by the Postgraduate Dental Dean/Director, for a maximum of two days per week inclusive of study days.
- 16.10 Inform the Postgraduate Dental Dean/Director immediately in writing if the circumstances of the Educational Supervisor, the Practice or the Foundation Therapist change in such a way as to alter the contract of employment or training contract.

**17 During the continuance of this employment the Foundation Therapist shall:**

- 17.1 fulfil and obey all lawful and reasonable directions and orders of the Educational Supervisor and the Practice and not at any time except in the case of illness or other unavoidable cause or permitted holidays be absent from the Practice without its consent;
- 17.2 maintain a professional approach in behaviours, attitude and demeanour and work cooperatively with colleagues in the Practice, educators and employees of Health Education England, in particular with the dental nurse assigned to him/her;
- 17.3 where reasonably practicable, allow the Educational Supervisor access to the Foundation Therapist's summary of performance as set out in the Foundation Therapist's Passport or similar document detailing their dental experience during their undergraduate dental degree.
- 17.4 follow all of the Practice's protocols for taking fees for any NHS or necessary private work which the Foundation Therapist may carry out whilst at the Practice. The Foundation Therapist will not be paid any sums in addition to their salary as set in clause [10]. Any private fees for work done by the Foundation Therapist will accrue to the Practice;
- 17.5 keep all usual and necessary dental charts and an appropriate record of the work done for all patients attended to by him/her following current good practice, and follow and practise as advised by the Educational Supervisor or the Practice in relation to record keeping;
- 17.6 devote his/her whole time to the Practice during the hours specified in clause [20]. The Foundation Therapist must not, without prior written consent of the Educational Supervisor and Postgraduate Dental Dean be employed (or otherwise engaged as a consultant, worker or as a director or partner), concerned or interested in any other trade or business or profession (unless a registered holder of not more than 5% of the total issued share capital)
- 17.7 unless as part of the training programme, not normally attend any patient or perform any operation or prosthetic work for any person other than the Practice. For the avoidance of doubt, the Foundation Therapist is prohibited from performing any out of hours work during the course of this contract unless it is with the prior written consent of the Educational Supervisor and the Postgraduate Dental Dean/Director. The Foundation Therapist should only perform operations they have been trained and are indemnified to do and should not perform operations outside the GDC Scope of Practice or their indemnity cover.
- 17.8 observe and conform to the provisions of the Dentists Act 1984 so far as they relate to the Foundation Therapist or his/her employment and observe and conform to all the Standards for the Dental Team, as set out by the GDC and commit to provide care in accordance with CQC imperatives.
- 17.9 attend all study day courses and equivalent prescribed virtual or on-line activities as are set out in the published programme and shall not, except in case of illness or other unavoidable cause, absent himself/herself from any such course without the prior consent both of the Educational Supervisor and Health Education England LKSS. Such consent will only be given in exceptional circumstances and is subject to the agreement of the Training Programme Lead and the Associate Dean for Dental Foundation Therapy Training following written application at least 6 weeks in advance. The Foundation Therapist will be expected to make up any study days missed with suitable equivalent training/education at the Foundation Therapist's cost which has been agreed in advance with

the Associate Dean for Dental Foundation Training. All study day courses and equivalent prescribed virtual or online activities must be attended from the UK unless in exceptional circumstances and where prior written agreement is given by the **[Dental Postgraduate Dean/OTHER PLEASE INSERT]**.

- 17.10 attend tutorials (on average, two per month) with the Educational Supervisor and participate in work-based assessments as determined by the Health Education England LKSS.
- 17.11 maintain and complete the Foundation Training e-Portfolio provided by Health Education England LKSS.
- 17.12 undertake such educational studies as may be reasonably advised from time to time by the Training Programme Director and the Associate Dean for Dental Foundation Therapy Training.
- 17.13 inform the Postgraduate Dental Dean/Director, Practice and Educational Supervisor of any alteration in his/her circumstances which might affect this contract of employment; and
- 17.14 fulfil the obligations and responsibilities of Foundation Therapists in the Dental Foundation Therapy Training scheme as contained in Foundation Therapist's educational agreement with Health Education England **LKSS** and the standards expected by the GDC of a dental practitioner.
- 18 The Foundation Therapist will normally work 35 hours per week at times as specified by the Practice. Hours worked will usually be between 8am and 8pm Monday to Saturday and a maximum of 6 days in any week inclusive of study days and community placements; with a maximum of 8 hours worked in a single day. However, you may be required to work such additional hours as may be necessary for the proper performance of your duties without extra remuneration.
- 19 The Foundation Therapist shall be entitled to 5.6 weeks' holiday, including bank holidays, with full pay during the period of twelve months in the Practice, pro rata for part-time working. Such holidays shall be taken at the times agreed between the parties. The Foundation Therapist shall not take more than 3 days annual leave within the first 8 weeks of the training year or take holidays on study days without the written approval, in advance, of the Associate Dean for Foundation Training and Postgraduate Dental Dean/Director.
- 20 Where employment ends or is terminated a payment will be made on a pro-rata basis in respect of any accrued holiday entitlement that has arisen in the relevant leave year but has not been taken on the date of termination.
- 21 A deduction will be made from the Foundation Therapist's final pay on a pro-rata basis for any holiday taken in excess of their entitlement in that leave year at the date of termination.
- 22 If absent due to sickness the Foundation Therapist is entitled to one month's full pay and two months' half pay. Any entitlement to sick pay ends when this contract ends or is terminated by either party. If the Foundation Therapist is absent from work for any reason, he/she must notify

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**[Position]** of the reason for absence as soon as possible but no later than

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**[TIME]** on the first day of absence to give the reason for absence and, if possible, to say when they hope to return to work. Unauthorised absence will not be paid.

- 23 The Foundation Therapist should fill out a self-certification form for any period of absence due to illness lasting less than 7 days. For any period of incapacity due to sickness or injury which lasts for seven consecutive days or more, a doctor's certificate stating the reason for absence must be obtained at the Foundation Therapist's own cost and supplied to

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**[POSITION].** Further certificates must be obtained if the absence continues for longer than the period of the original certificate. Cumulative absence of greater than 10 days during the training year must be reported by the Foundation Therapist to the Postgraduate Dean/Director and will be reviewed by the Postgraduate Dean/Director for possible extension or termination of training.

- 24 The Foundation Therapist agrees to consent to a reasonable request for a medical examination (at the Practice's expense) by a doctor nominated by the Practice should the Practice so require. The Foundation Therapist agrees that any report produced in connection with any such examination may be disclosed to the Practice and Health Education England LKSS and the Educational Supervisor and the Postgraduate Dean/Director may discuss the contents of the report with the relevant doctor.
- 25 Upon notification to the Practice of pregnancy or adoption, the Foundation Therapist may be entitled to maternity, paternity, adoption or shared parental leave (Statutory Leave). During the period of Statutory Leave, the Foundation Therapist's fixed-term contract of employment shall continue unless either party expressly ends it or this fixed-term contract expires. Foundation Therapy Training will not be extended to allow a Foundation Therapist to complete Statutory Leave. Any new contract agreed between the Foundation Therapist, the Practice and the Educational Supervisor must be approved in advance by the Postgraduate Dental Dean/Director. A Foundation Therapist, who properly qualifies with sufficient continuous employment with the Practice, shall be entitled to Statutory Maternity, Paternity, Adoption or Shared Parental Pay as the case may be. The Foundation Therapist may also be entitled to receive parental bereavement leave and parental bereavement pay subject to satisfying the eligibility criteria in the relevant circumstances.
- 26 Nothing in this contract shall entitle the Foundation Therapist to any of the rights or expose him/her to any of the liabilities of a partner or associate, or constitute in any way the relationship of partners or associateship between the Educational Supervisor and the Foundation Therapist.
- 27 The Foundation Therapist should note the Practice's disciplinary and grievance procedures. The grievance procedure is contained within Appendix 1 to this agreement. Should the Foundation Therapist have any complaint or grievance regarding his/her employment or terms and conditions relating to that employment, the Foundation Therapist should raise the matter initially with the Practice and notify the Postgraduate Dental Dean/Director or his/her nominated deputy. The full disciplinary rules in place in the Practice are set out in Appendix 2.
- 28 The Educational Supervisor reserves the right to suspend the Foundation Therapist with pay for a period of no longer than necessary for the purposes of

- investigating any allegation of misconduct or neglect against the Foundation Therapist. Any suspension must be immediately informed to the Postgraduate Dental Dean/Director of Postgraduate Dental Education in Health Education England LKSS.
- 29 The Foundation Therapist shall not use or disclose to any person either during or at any time after his/her employment with the Practice any confidential information about the business or affairs of the Educational Supervisor or Practice or any of the Educational Supervisor's patients or Practice employees.
- 30 For the purposes of clause [31], confidential information means any personal information or matter which is not in the public domain and which relates to the affairs of the Practice, Educational Supervisor or any of the Educational Supervisor's patients or Practice employees.
- 31 The restriction in Clause [31] does not:
- 31.1 prevent the Foundation Therapist from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
- 31.2 apply to any disclosure that has been authorised by the Practice, as required by law; or the GDC or Health Education England LKSS.
- 32 All documents, manuals, hardware and software provided for the Foundation Therapist's use by the Practice, and any data or documents (including copies) produced, maintained or stored on the Practice's computer systems or other electronic equipment (including mobile phones), remain the property of the Practice.
- 33 The Foundation Therapist acknowledges and agrees that their personal data will be collected and processed by the Practice in accordance the requirements set out in the UK Data Protection Act 2018 and General Data Protection Regulation 2018. The Foundation Therapist acknowledges and agrees that their personal data may be shared by the Practice with others who have responsibility for the organisation, management and delivery of Dental Foundation Therapy Training where it is appropriate to do so.
- 34 The Foundation Therapist shall comply with the Practice's data protection policy when handling employee or patient data in the course of their training.
- 35 Any Practice property in the Foundation Therapist's possession and any original or copy documents obtained by the Foundation Therapist in the course of his/her employment shall be returned to the Practice at any time on request and in any event prior to the termination of the Foundation Therapist's employment with the Practice.
- 36 Should the Educational Supervisor become unavailable to supervise the Foundation Therapist for two weeks or more due to sickness, maternity leave or any other reason, the Practice and/or the Educational Supervisor will ensure that they contact the Postgraduate Dental Dean/Director to agree alternative arrangements for supervision.
- 37 In this agreement references to any enactment order regulation or other similar instrument shall be construed as a reference to such enactment order regulation or instrument as amended from time to time or as replaced by any subsequent enactment order regulation or instrument.

**Signed as a deed by the Educational Supervisor [Insert signatory name]**

.....  
[Redacted]  
in the presence of:

.....  
Witness

[Insert witness name]

[Insert witness address]

[Insert witness occupation]  
[Redacted]

Signed as a deed by the Foundation Therapist [Insert signatory name]  
[Redacted]

in the presence of:

[Redacted]  
Witness

[Insert witness name]

[Insert witness address]

[Insert witness occupation]  
[Redacted]

### Option 1: FOR Practices that are COMPANIES / LLPs

Executed as a deed by [Insert Practice company / LLP name] acting by [insert signatory name]

.....  
[“Director” for company / “Member” for LLP]

in the presence of:

.....  
Witness

[Insert witness name]

[Insert witness address]

[Insert witness occupation]

### **Option 2: FOR Practices that are PARTNERSHIPS**

[Drafting note – because a partnership does not have its own legal status independently of the individual partners who participate in it, in order for a deed to be validly executed by a partnership either (i) all of the partners comprising the partnership must sign the document in their own right or (ii) evidence must be obtained (eg a valid power of attorney) that the partner(s) signing the document are duly authorised to do so on behalf of all the partners comprising the partnership. In most cases the partners will be individual persons in which case the form of words below is to be used, though if a partner is a company, the form of words above should be used.]

Executed as a deed by [Insert name of signatory] in their capacity as a partner of

[Insert partnership name]

.....

**Partner**

in the presence of:

.....

**Witness**

[Insert witness name]

[Insert witness address]

[Insert witness occupation]

### **Option 3: FOR Practices that are sole traders**

Executed as a deed by [Insert Practice owner's name]:

.....  
In their capacity as Owner of the Practice  
in the presence of:

.....  
**Witness**

[Insert witness name]

[Insert witness address]

[Insert witness occupation]

**[Drafting note – in the event that any other capacity of legal entity is proposed to sign the deed, you should consider taking legal advice on the form of signature block prior to completion]**