

Dental Therapist Foundation Training

Health Education England - Thames Valley and Wessex Dental Therapist Foundation Training in General Dental Practice workplace 01 September 2022 to 31 August 2023, Contract, Side Letter and Educational Agreements for

Please click on the Buttons to go to individual documents or signatures.

When all the signatures have been placed you must email the document to xxxxxxxx@nhs.uk by **Friday, 26 August 2022**. You will also need to upload this to the e-portfolio.

Contract

ES Signature

Witness Signature

DTFT Signature

Witness Signature

Side Letter to Contract

ES Signature

ES Educational Agreement

ES Signature

DTFT Educational Agreement

DTFT Signature

Full-Time Dental Therapist Foundation Training in NHS Primary Dental Services

Dental Therapist Foundation Trainee Contract

THIS AGREEMENT is made the day of []

BETWEEN of [] Dental Practice owner/partner("the Practice")

and of []] Dental Therapist Foundation Trainee

and of []] Educational Supervisor(s)

Background

This contract of employment applies exclusively to arrangements made under Dental Therapist Foundation Training schemes in Health Education England Thames Valley and Wessex. The purpose of Dental Therapist Foundation Training Scheme is to enhance clinical and administrative competence and promote high standards and to introduce the Foundation Therapist to 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 Dental Therapist Foundation Trainee throughout the duration of this contract.

Both the Educational Supervisor and the Dental Therapist Foundation Trainee have entered into educational agreements with Health Education England Thames Valley and Wessex.

The Educational Supervisor has been approved as an Educational Supervisor in NHS General Dental Practice. On that basis the Dental Therapist Foundation Trainee wishes to enter employment on a Dental Therapist Foundation 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 Dental Therapist Foundation Trainee 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 Dental Therapist Foundation Trainee and the Dental Therapist Foundation Trainee will work as an employed performer 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.

- 2 Subject to any early termination under the clauses below, this agreement shall start on Thursday, 1 September 2022 and shall automatically terminate 365 days later on Saturday, 31 August 2023.
- 3 Satisfactory completion of Dental Therapist Foundation Training is subject to the Dental Therapist Foundation Trainee achieving a Review of Competence Progression (RCP) Outcome 6 (Satisfactory Completion) following a Final Review of Competence Progression. The Dental Therapist Foundation Trainee may require additional training time, beyond the 365 days fixed term set out in clause 2, to achieve an Outcome 6. Should further training time be required, a new contract of employment will be required for any extended training period.
- 4 No employment with a previous employer counts towards the Dental Foundation Therapist's period of continuous employment with the Practice.
- 5 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.
- 6 The Practice shall be entitled to dismiss the Dental Therapist Foundation Trainee at any time without either notice or payment in lieu of notice if the Dental Therapist Foundation Trainee 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).
- 7 The Dental Therapist Foundation Trainee is employed by the Practice and reports to the Educational Supervisor. The duties are set out in the attached job description. The Dental Therapist Foundation Trainee may be required to undertake other duties from time to time as may reasonably be required. The Dental Therapist Foundation Trainee will undertake predominantly NHS treatment during their employment at the Practice. The Dental Therapist Foundation Trainee may undertake some private dental treatment during their employment; however, this will not normally exceed more than 1 hr/day of their overall activity.
- 8 The Dental Therapist Foundation Trainee warrants that he/she is entitled to work in the UK and has obtained GDC registration prior to starting employment with the Practice. The Dental Therapist Foundation Trainee 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.
- 9 The Dental Therapist Foundation Trainee 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.
- 10 During employment under this contract the Practice shall pay to the Dental Therapist Foundation Trainee a salary at the rates set by Health Education England Local Office – Thames Valley. Payments will be made in arrears by monthly instalments on the [] day of each calendar month.
- 11 The Practice acknowledges that termination of this contract for any reason will lead to the stopping of all associated Dental Therapist Foundation Training payments from the NHS and that any overpayment from the NHS to the Practice will be repaid by the Practice to

the HEE Local Office - Thames Valley and Wessex

- 12 The Dental Therapist Foundation Trainee will be subject to the National Health Service Pension Scheme Regulations 2015 (as amended from time to time) and the Practice will account to the proper authority for all contributions and other payments for which the Dental Therapist Foundation Trainee is liable under the said Regulations.
- 13 The Practice is entitled to deduct from the Dental Therapist Foundation Trainee's salary or other payments due to them any overpayments which the Dental Therapist Foundation Trainee may owe to the Practice at any time.
- 14 The Practice will pay to the Dental Therapist Foundation Trainee in a timely manner all travel and subsistence payments received on behalf of the Dental Therapist Foundation Trainee.
- 15 The Dental Therapist Foundation Trainee 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.
- 16 The Practice will ensure employers' liability cover is in place.
- 17 **During the continuance of this employment the Educational Supervisor shall:**
 - 17.1 Be readily available to support the Dental Therapist Foundation Trainee at the same premises to allow the Dental Therapist Foundation Trainee to fulfil his/her obligations under the contract, for a minimum of 3 days per week, at times to coincide with when the Dental Therapist Foundation Trainee is working clinically in the practice, not including programmed study days;
 - 17.2 nominate a suitably qualified and experienced dentist with an NHS Performers List Number dentist to support the Dental Therapist Foundation Trainee's clinical work when the Educational Supervisor is not on the same premises or otherwise unavailable;
 - 17.3 ensure the Practice can provide the Dental Therapist Foundation Trainee with NHS activity in compliance with the Regulations and as determined by Health Education England, COPDEND or any successor organisations;
 - 17.4 be available to the Dental Therapist Foundation Trainee for guidance in both clinical and administrative matters and take no holiday within the first four weeks of the Dental Therapist Foundation Trainee's employment with the Practice;
 - 17.5 provide reference material for the use of the Dental Therapist Foundation Trainee;
 - 17.6 except during holiday or sickness absence of the Educational Supervisor or the Dental Therapist Foundation Trainee, provide tutorials (on average, one per week) for the Dental Therapist Foundation Trainee. 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;
 - 17.7 carry out workplace-based assessments with the Dental Therapist Foundation Trainee as determined by Health Education England, Thames Valley and Wessex
 - 17.8 provide the Dental Therapist Foundation Trainee opportunities to perform a broad

range of clinical procedures 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 Dental Therapist Foundation Trainee to demonstrate the competencies within the full scope of practice described by the GDC

- 17.9 complete the required sections of the Dental Therapist Foundation Training e-Portfolio provided by Health Education England, COPDEND and any successor organisation;
- 17.10 inform the Postgraduate Dental Dean/Training Programme Director immediately in writing if the circumstances of the Educational Supervisor, the Practice or the Dental Therapist Foundation Trainee change in such a way as to alter the contract of employment or training contract;
- 17.11 inform the Postgraduate Dental Dean/Training Programme Director immediately should the Dental Therapist Foundation Trainee have a cumulative sickness absence greater than 10 days during the duration of this contract;
- 17.12 inform the Postgraduate Dental Dean/Training Programme Director immediately should the Practice, the Dental Therapist Foundation Trainee or the Educational Supervisor be investigated by any NHS body and/or the GDC; and
- 17.13 fulfil the obligations and responsibilities of Educational Supervisors as set out in the Educational Supervisor's educational agreement with Health Education England Thames Valley and Wessex.

18 During the continuance of this employment the Practice shall:

- 18.1 provide the Dental Therapist Foundation Trainee with in-surgery access to the internet during working hours;
- 18.2 allow and require the Dental Therapist Foundation Trainee to attend a minimum of 15 study days in the year as required by the Postgraduate Dental Dean/Training Programme Director; (or equivalent) and allow the Dental Therapist Foundation Trainee to work in practice on those days when study days are not organised or have been cancelled;
- 18.3 provide the Dental Therapist Foundation Trainee 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;
- 18.4 provide the Dental Therapist Foundation Trainee with administrative support and the assistance of a suitable experienced and trained dental nurse;
- 18.5 ensure that the Hepatitis B immunisation status of the Dental Therapist Foundation Trainee is in line with local guidelines and that the Dental Therapist Foundation Trainee is compliant with other blood borne virus policies, where applicable;
- 18.6 nominate a named Practice employee, owner or officer to be the Practice's Lead Contact, who shall be a suitably qualified and senior member of the Practice, to liaise with the Postgraduate Dental Dean/Training Programme Director; and
- 18.7 inform the Postgraduate Dental Dean/Training Programme Director immediately should the Dental Therapist Foundation Trainee or the Educational Supervisor have a cumulative sickness absence greater than 10 days during the duration of

this contract.

- 18.8 ensure that the Educational Supervisor receives the payment made to the Practice to supervise the Dental Therapist Foundation Trainee without deductions.
- 18.9 inform the Postgraduate Dental Dean/Director immediately in writing if the circumstances of the Educational Supervisor, the Practice or the Dental Therapist Foundation Trainee change in such a way as to alter the contract of employment or training contract.

19 During the continuance of this employment the Dental Therapist Foundation Trainee shall:

- 19.1 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;
- 19.2 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;
- 19.3 where reasonably practicable, allow the Educational Supervisor access to the Dental Therapist Foundation Trainee's summary of performance as set out in the Dental Therapist Foundation Trainee's Passport or similar document detailing their dental experience during their undergraduate dental degree.
- 19.4 follow all of the Practice's protocols for taking fees for any NHS or necessary private work which the Dental Therapist Foundation Trainee may carry out whilst at the Practice. The Dental Therapist Foundation Trainee will not be paid any sums in addition to their salary as set in clause [10]. Any private fees for work done by the Dental Therapist Foundation Trainee will accrue to the Practice;
- 19.5 keep all usual and necessary dental charts and appropriate records 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;
- 19.6 devote his/her whole time to the Practice during the hours specified in clause [20]. The Dental Therapist Foundation Trainee 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);
- 19.7 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 Dental Therapist Foundation Trainee 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 Dental Therapist Foundation Trainee 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.

- 19.8 observe and conform to the provisions of the Dentists Act 1984 so far as they relate to the Dental Therapist Foundation Trainee 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.
 - 19.9 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 Thames Valley and Wessex. Such consent will only be given in exceptional circumstances and is subject to the agreement of the Training Programme Director and the Associate Dean for Dental Therapist Foundation Training following written application at least 6 weeks in advance. The Dental Therapist Foundation Trainee will be expected to make up any study days missed with suitable equivalent training/education at the Dental Therapist Foundation Trainee's cost which has been agreed in advance with the Associate Dean for Dental Therapist 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 Postgraduate Dental Dean.
 - 19.10 attend tutorials (on average, one per week) with the Educational Supervisor and participate in work-based assessments as determined by the Health Education England Thames Valley and Wessex.
 - 19.11 maintain and complete the Dental Therapist Foundation Training e-Portfolio provided by Health Education England Thames Valley and Wessex, COPDEND and successor organisations;
 - 19.12 undertake such educational studies as may be reasonably advised from time to time by the Training Programme Director and the Associate Dean for Dental Therapist Foundation Training
 - 19.13 inform the Postgraduate Dental Dean/Training Programme Director, Practice and Educational Supervisor of any alteration in his/her circumstances which might affect this contract of employment; and
 - 19.14 fulfil the obligations and responsibilities of Dental Therapist Foundation Trainee in the Dental Therapist Foundation Training scheme as contained in Dental Therapist Foundation Trainee's educational agreement with Health Education England Thames Valley and Wessex and the standards expected by the GDC of a dental practitioner.
- 20 The Dental Therapist Foundation Trainee will normally work 22.5 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 3 days in any week inclusive of study days; 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.
 - 21 The Dental Therapist Foundation Trainee shall be entitled to 5.6 weeks' holiday, including bank holidays, with full pay during the foundation year in the Practice, pro rata for part-

time working. Such holidays shall be taken at the times agreed between the parties. The Dental Therapist Foundation Trainee 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/Regional Foundation Training Advisor and Postgraduate Dental Dean/Director.

22 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.

23 A deduction will be made from the Dental Therapist Foundation Trainee'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.

24 If absent due to sickness the Dental Therapist Foundation Trainee 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 Dental Therapist Foundation Trainee is absent from work for any reason, he/she must notify of the reason for absence as soon as possible but no later than **08:00 hrs** 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.

25 The Dental Therapist Foundation Trainee 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 Dental Therapist Foundation Trainee's own cost and supplied to [REDACTED]. 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 Dental Therapist Foundation Trainee to the Postgraduate Dean/ Training Programme Director and will be reviewed by the Postgraduate Dean/Training Programme Director for possible extension or termination of training.

26 The Dental Therapist Foundation Trainee 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 Dental Therapist Foundation Trainee agrees that any report produced in connection with any such examination may be disclosed to the Practice and Health Education England Thames Valley and Wessex and the Educational Supervisor and the Postgraduate Dean/Training Programme Director may discuss the contents of the report with the relevant doctor.

27 Upon notification to the Practice of pregnancy or adoption, the Dental Therapist Foundation Trainee may be entitled to maternity, paternity, adoption or shared parental leave (Statutory Leave). During the period of Statutory Leave, the Dental Therapist Foundation Trainee's fixed-term contract of employment shall continue unless either party expressly ends it or this fixed-term contract expires. Foundation Training will not be extended to allow a Dental Therapist Foundation Trainee to complete Statutory Leave. Any new contract agreed between the Dental Therapist Foundation Trainee, the Practice and the Educational Supervisor must be approved in advance by the Postgraduate Dental Dean/Training Programme Director. A Dental Therapist Foundation Trainee, 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 Dental Therapist Foundation Trainee may also be entitled to receive parental bereavement leave and parental bereavement pay subject to satisfying the eligibility criteria in the relevant circumstances.

- 28 Nothing in this contract shall entitle the Dental Therapist Foundation Trainee 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 Dental Therapist Foundation Trainee.
- 29 The Dental Therapist Foundation Trainee should note the Practice's disciplinary and grievance procedures. The Dental Therapist Foundation Trainee confirms that they have been provided with a copy of the grievance policies and procedures and full disciplinary rules in place in the Practice and shall refer to them. Should the Dental Therapist Foundation Trainee have any complaint or grievance regarding his/her employment or terms and conditions relating to that employment, the Dental Therapist Foundation Trainee should raise the matter initially with the Practice and notify the Postgraduate Dental Dean/Training Programme Director or his/her nominated deputy.
- 30 The Educational Supervisor reserves the right to suspend the Dental Therapist Foundation Trainee with pay for a period of no longer than necessary for the purposes of investigating any allegation of misconduct or neglect against the Dental Therapist Foundation Trainee. Any suspension must be immediately informed to the Postgraduate Dental Dean/Training Programme Director of Postgraduate Dental Education in Health Education England Thames Valley and Wessex.
- 31 The Dental Therapist Foundation Trainee 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.
- 32 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.
- 33 The restriction in Clause [31] does not:
- 33.1 prevent the Dental Therapist Foundation Trainee from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996;
 - or
 - 33.2 apply to any disclosure that has been authorised by the Practice, as required by law; or the GDC or Health Education England Thames Valley and Wessex.
- 34 All documents, manuals, hardware and software provided for the Dental Therapist Foundation Trainee'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.
- 35 The Dental Therapist Foundation Trainee 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 Dental Therapist Foundation Trainee 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 Therapist Foundation Training where it is appropriate to do so.

- 36 The Dental Therapist Foundation Trainee shall comply with the Practice's data protection policy when handling employee or patient data in the course of their training.
- 37 Any Practice property in the Dental Therapist Foundation Trainee's possession and any original or copy documents obtained by the Dental Therapist Foundation Trainee 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 Dental Therapist Foundation Trainee's employment with the Practice.
- 38 Should the Educational Supervisor become unavailable to supervise the Dental Therapist Foundation Trainee 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/Training Programme Director to agree alternative arrangements for supervision.
- 39 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

[Redacted Signature]

in the presence of:

[Redacted Signature]

Witness Name [Redacted]
Witness Address [Redacted]
Witness Occupation [Redacted]

Signed as a deed by the Dental Therapist Foundation Trainee

[Redacted signature box]

[Redacted signature box]

in the presence of:

Witness Name [Redacted]

Witness Address [Redacted]

Witness Occupation [Redacted]

Side Letter to: Dental Therapist Foundation Training in the General Dental Services Contract



I/We [REDACTED]

Address(es): [REDACTED]] (Educational Supervisor and Practice Owner/Partner)

confirm that the Dental Therapist Foundation Trainee, will have the opportunity to engage in clinical dental activity at the above practice(s) for 22.5 hours a week in a fully equipped and staffed environment, except those weeks when they are at Health Education England - Thames Valley and Wessex organised study days/events where the hours will be reduced pro rata.

I/We will nominate a suitably qualified and experienced dentist with an NHS Performers List Number to support and supervise the Dental Therapist Foundation Trainee's clinical work on the same premises when the Educational Supervisor is not on the same premises or otherwise unavailable and inform HEE - Thames Valley and Wessex of the name of the nominated individual;

I/We also confirm that the Dental Therapist Foundation Trainee, will have the opportunity to undertake a full range of NHS dental treatments at this practice, including the following treatments and have the appropriate clinical support in these areas:

- undertake supragingival and subgingival scaling and root surface debridement using manual and powered instruments
- use appropriate anti-microbial therapy to manage plaque related diseases
- apply topical treatments and fissure sealants
- take intra and extra-oral photographs
- give infiltration and inferior dental bloc analgesia
- place temporary dressings and re-cement crowns with temporary cement
- place rubber dam
- take impressions
- carry out direct restorations on primary and secondary teeth
- carry out pulpotomies on primary teeth
- extract primary teeth
- place pre-formed crowns on primary teeth
- engage in Community based project

I/We also confirm that the Dental Therapist Foundation Trainee, will undertake predominantly NHS treatment during their employment and any private treatment undertaken will not normally exceed more than 1hr/day of the Dental Therapist Foundation Trainee's overall workload.

I/We also confirm that the Dental Therapist Foundation Trainee, will not be allowed to work outside the parameters of their indemnity cover and clinical dentistry as described in General Dental Council - Scope of Practice.

Should the Government or NHS England issue guidance or impose restrictions on primary care dentistry that significantly curtail the ability of the Dental Practice to provide a full range of clinical dental activity, alternative arrangements may apply. I/We agree to work with Health Education England to redeploy the Dental Therapist Foundation Trainee to support their continued education and training and/or to support the response to a public health emergency. Should NHS England apply an abatement to the service costs to the contractor under the GDS/PDS contract, HEE reserves the right to apply a similar abatement to the service costs of the Dental Therapist Foundation Training contract.

I/We agree to refund to Health Education England - Thames Valley and Wessex via NHS England, any payments associated with Dental Therapist Foundation Training due to, for example, a period of sick pay or maternity leave.



,
Educational Supervisor

Dental Therapist Foundation Training

Health Education England - Thames Valley and Wessex Dental Therapist Foundation Training Scheme in General Dental Practice

01 September 2022 to 31 August 2023

**This is an Educational Agreement Between Health Education England -
Thames Valley and Wessex and the Educational Supervisor (ES):-**

Name: [██████████]

Address: [██████████]

The purpose of this agreement is to set out the terms of your approval as an Educational Supervisor (ES). Nothing in this document should be construed as creating an employment relationship or conferring upon you any rights, statutory or otherwise, as an employee. This is not a contract of employment.

As the ES named above you agree to carry out, to the best of your abilities, the duties listed below for the period following your appointment up to 31 August 2023.

In accordance with the requirements of the local office, approval may be renewed at the absolute discretion of the Postgraduate Dental Dean/Director (PGDD) on the advice of the Associate Dean/Regional Dental Therapist Foundation Training Advisor.

You agree that you will:

1. Ensure that the Dental Therapist Foundation Trainee (DTFT) is employed by the practice at which they work ('the Practice') under the terms of the agreed contract ('the Contract'). This includes ensuring that the DTFT is paid the required salary on the date agreed in the Contract.
2. Understand that the contract cannot start until the DTFT has registered with the GDC.
3. Before the DTFT starts work, ensure that a copy of the Contract (signed by you, the Practice and the DTFT) is deposited with the Postgraduate Dental Dean/Director or Health Education England - Thames Valley and Wessex.
4. If the DTFT requires a work permit or visa from UK Visas and Immigration (formerly UKBA), to provide all relevant documentation to the PGDD in a timely way.
5. Seek agreement from the PGDD before amending or allowing the Practice to amend the Contract, whether before the DTFT is employed or during his/her employment with the Practice.

6. Ensure that there is lead contact at the Practice and that person's name is provided to the PGDD prior to the DTFT commencing work at the Practice. (This may not be the ES when issues surrounding the contract are raised)
7. Be readily available to support the Dental Therapist Foundation Trainee at the same premises to allow the Dental Therapist Foundation Trainee to fulfil his/her obligations under the contract, for a minimum of 3 days per week, not including programmed study days.
8. Nominate a suitably qualified and experienced dentist with an NHS Performers List Number to support the Dental Therapist's clinical work when the Educational Supervisor is not on the same premises or otherwise unavailable and inform HEE Thames Valley and Wessex of the name of the nominated individual.
9. Ensure that the DTFT receives adequate administrative support and the full-time assistance of a suitably experienced dental nurse. Preferably the same nurse for at least the first 3 months
10. Conduct an initial interview to identify the DTFT's strengths and weaknesses and draw up a development plan using the Dental Therapist Foundation Training e-Portfolio.
11. Act as the DTFT's ES and be available for guidance in both clinical and administrative matters and provide help to the DTFT on request or where necessary.
12. Prepare and conduct regular (on average, weekly) tutorials within normal working hours (such tutorials to be of at least one hour's duration and recorded in the Dental Therapist Foundation Training e- Portfolio).
13. Allow and require the DTFT to attend the Health Education England - Thames Valley and Wessex study course programme (minimum 15 days) and ensure that the DTFT is not absent from the study course.
14. Support the redeployment of the DTFT by the Postgraduate Dental Dean/Director should such redeployment be required to support the NHS respond to a public health emergency.
15. At all times ensure that the DTFT is provided with a training environment where he/she is treated with dignity and respect; a place free from bullying, any form of harassment, discrimination or victimisation and where no such actions are tolerated.
16. Ensure that the DTFT is provided with satisfactory facilities (including an adequate supply of hand-pieces and instruments, sufficient to allow them to be sterilised between patients) and appropriate dental reference material for the use of the DTFT within the Practice. (Journals, internet access, books, Department of Health documentation, etc.).
17. Provide relevant training opportunities for the DTFT so that a wide range of NHS practice is experienced and so that, as far as is reasonably possible, the DTFT fully completes the required competencies in the Dental Therapist Foundation Training curriculum.
18. Assess and monitor the DTFT's progress and professional development using the Dental Therapist Foundation Training e-Portfolio and any other material provided for this purpose, to give

feedback and to liaise with the Dental Therapist Foundation Training Programme Director as necessary.

19. Ensure that the DTFT's e-Portfolio is completed in a timely fashion and that the DTFT's documentation involved in workplace based assessments is completed and kept up-to-date as required in the e-Portfolio.
20. Attend ES training when requested by the PGDD and ensure that the Practice's Equality and Diversity training is kept up to date. This training may be delivered virtually or electronically if circumstances dictate,
21. Attend ES meetings and end-of-scheme review sessions as required by the PGDD (normally 14 sessions a year). These meetings or sessions may take place virtually or electronically if circumstances dictate.
22. Set time aside to be available for Dental Therapist Foundation Training Programme Director visits, as required, including visitations in connection with Quality Management and Quality Assurance.
23. Advise on the final certification of the DTFT's completion of Dental Therapist Foundation Training Year and participate in the satisfactory completion process.
24. Provide e-mail linking for the DTFT with the Postgraduate Dental Therapist Foundation Training Office and Dental Therapist Foundation Training Programme Directors.
25. Inform the PGDD immediately in writing if the circumstances of the Practice; you or the DTFT change in such a way as to alter this agreement; the Contract or the DTFT's educational agreement with Health Education England - Thames Valley and Wessex.
26. Inform the PGDD immediately should the DTFT have a cumulative sickness absence greater than 10 days during the duration of the Contract or should the DTFT notify the Practice that the DTFT intends to take Maternity, Paternity or Shared Parental Leave.
27. Inform the PGDD immediately if the Practice, the DTFT or you are investigated by any NHS body and/or the GDC and/or the CQC.

If at any time, the health and welfare of you or the DTFT is a major concern, Health Education England, may suspend the DTFT's training and/or your appointment under this agreement. Such a suspension is a neutral act to allow Health Education England to review any issues that may have arisen and, where appropriate, to investigate those concerns. Any suspension will be kept under review by Health Education England.

Any grievance made by the DTFT to the Practice should be brought to the immediate attention of the Associate Dean/Regional Dental Therapist Foundation Training Advisor and may result in the suspension of the DTFT's training while the matter is investigated.

Any breach of the obligations listed above may result in immediate withdrawal of your approval as a Dental Therapist Foundation Training ES by the PGDD of Health Education England - Thames Valley and Wessex. A breach may also result, on request from the PGDD, in the DTFT being suspended pending a full investigation.

In all other circumstances, Health Education England - Thames Valley and Wessex can terminate your appointment under this agreement by giving you one month's notice.

You shall not assign or subcontract any of your obligations under this agreement without the consent in writing of the PGDD.

In signing this agreement you confirm that you have read and accepted the terms of the Health Education England privacy notice <https://www.hee.nhs.uk/about/privacy-notice>.

Signatures

██████████

Professor ██████████, Postgraduate Dental Dean/Director
Educational Supervisor

██████████

Dental Therapist Foundation Training

Health Education England - Thames Valley and Wessex Educational Agreement Dental Therapist Foundation Training in General Dental Practice

The Purpose of this Educational Agreement is to Set Out the Terms of Your Participation as a Dental Therapist Foundation Trainee Dentist on the Health Education England - Thames Valley and Wessex Dental Therapist Foundation Training Scheme. This is Not a Contract of Employment.

This is to confirm that:

Name [REDACTED]

Address [REDACTED]

has been successfully appointed through the regional recruitment process to a Dental Therapist Foundation Training (DTFT) place within a Health Education England - Thames Valley and Wessex Scheme.

Your allocated practice is: [REDACTED]

Your allocated Educational Supervisor/s is/are [REDACTED]

The training place will be for 365 days commencing on 1 September 2022 and ending on 31 August 2023.

This educational agreement should be read in conjunction with Health Education England Thames Valley and Wessex and approved DTFT contract ('the Contract'). The Contract will be provided to you by the Practice. It is your contract of employment with the Practice and must be signed by you; your Educational Supervisor; and the Practice. Please return a copy of it by email to [REDACTED] by 26 August 2022.

As the Dental Therapist Foundation Trainee (DTFT) named above you agree to carry out, to the best of your abilities, the duties listed below for the period of your DTFT placement:

1. Take up the DTFT placement at the Practice; enter into the agreed Contract with your Educational Supervisor and Practice and abide by its terms in all respects.
2. Devote your whole time to the Practice during the agreed hours of work, as set out in the Contract except where required to take part in other educational activities prescribed by the

Postgraduate Dental Dean or the Associate Dean for Dental Therapist Foundation Training or required by the Postgraduate Dental Dean or the Associate Dean for Dental Therapist Foundation Training to be redeployed to support the NHS respond to a public health emergency

3. Participate in an initial PDP interview with your Educational Supervisor (ES) to identify your strengths and weaknesses and work with your Educational Supervisor to draw up and work to a personal development plan (PDP). A PDP is part of the portfolio used in the DTFT programme.
4. Not [without prior written consent of your Educational Supervisor and the 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).
5. Work under the direction of your Educational Supervisor; seek advice and help on clinical and administrative matters where necessary.
6. Observe and conform to the provisions of the Dentists Act 1984 so far as they relate to you or your employment; maintain a professional attitude and demeanour, ensure that you treat colleagues and patients with dignity and respect; do not discriminate on any protected ground and, at all times, observe and conform to all the Standards For Dental Professionals, as set out by the GDC.
7. You must immediately inform the Postgraduate Dental Dean/Director, Practice and your Educational Supervisor of any alteration in your circumstances which might affect this Educational Agreement and the progression of your training. This includes any prolonged absence from training due to sick leave, maternity, paternity or shared parental leave.
8. In the interests of good patient care and the good management of the practice, draw your Educational Supervisor's attention to any problems encountered immediately when they become apparent
9. Attend regular tutorials (usually weekly) within normal working hours (such tutorials to be of at least one hour's duration and recorded and reflected upon in the DTFT e-Portfolio).
10. Participate in all study day courses and equivalent prescribed virtual or on-line activities as are set out in the published programme and you shall not, except in case of illness or other unavoidable cause, fail to attend any such course without the prior consent of both your Educational Supervisor and Health Education England - Thames Valley and Wessex. Such consent will only be allowed in exceptional circumstances and is subject to the agreement of the Training Programme Director, Associate Dean/Regional Dental Therapist Foundation Training Advisor and the Postgraduate Dental Dean/Director following your written application at least 6 weeks in advance. If granted, you will be expected to make up any study days missed with suitable equivalent training/education, agreed in advance with the Associate Dean/Dental Therapist Training Programme Director. 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 and Education Supervisor.
11. Co-operate with your Educational Supervisor and the Practice to ensure that you make the most of the facilities and opportunities provided, particularly training opportunities, so that a wide range of NHS practice is experienced and so that, as far as is reasonably possible, you are fully occupied.
12. You must undertake such educational studies as may be reasonably advised from time to time by

the Associate Dean/DTFT Training Programme Director of DTFT or your Educational Supervisor.

13. Work with your Educational Supervisor to ensure that your progress and professional development are assessed and monitored, using the DTFT e-Portfolio and any other material provided for this purpose; and to ensure that the relevant documentation is kept up-to-date. You must maintain and complete your e-Portfolio regularly and in a timely manner.
14. Undertake any specified activities as part of the assessment process within DTFT. This includes making yourself available for work-based assessments and any scheme specific requirements, such as case studies, coursework, or clinical audits as required by Health Education England - Thames Valley and Wessex and responding in a timely fashion to its requests for information, feedback and questionnaires sent to you.
15. Act as a full and committed member of the dental practice team at the training Practice, participating in Practice meetings, following proper Practice protocols and cooperating with Practice staff in all respects.
16. Take out professional indemnity cover and practise according to General Dental Council and other relevant professional guidelines.
17. Comply with the process required for satisfactory completion of the DTFT scheme, including any interim and final assessment of progress. Should further training time be required to complete the scheme, Health Education England - Thames Valley and Wessex will endeavour to find an appropriate training placement. Please note that additional training may be at a placement other than the Practice detailed above.
18. In the event of disagreement or dispute with your Educational Supervisor and/or the Practice, you will bring this matter to the immediate attention of the Associate Dean/ Training Programme Director; cooperate with Health Education England - Thames Valley and Wessex to resolve the matter expeditiously; respond to any correspondence as soon as possible; and attend any meeting requested by the Health Education England - Thames Valley and Wessex. The DTFT TPD shall be made aware of any problems within the training environment without delay.
19. You acknowledge and agree that your personal data will be collected and processed by Health Education England and that your personal data may be shared with others who have responsibility for the organisation, management and delivery of the Dental Therapist Foundation Training Scheme where it is needed to manage your training.

You accept that potential breaches of this Educational Agreement will be reviewed by the Postgraduate Dental Dean and/or DTFT's Associate Dean and/or TPD.

If at any time, when your health and welfare is a major concern, Health Education England - Thames Valley and Wessex may suspend you from training placement at the Practice. Such a suspension is a neutral act to allow Health Education England - Thames Valley and Wessex to review any issues that may have arisen and, where appropriate, to investigate those concerns. Any suspension will be kept under review by Health Education England - Thames Valley and Wessex

Serious breaches of this Educational Agreement may result in the termination of your place on the DTFT programme.

In signing this agreement you confirm that you have read and accepted the terms of the Health Education England privacy notice <https://www.hee.nhs.uk/about/privacy-notice>.

Signatures

██████████

Professor ██████████, Postgraduate Dental Dean/Director
Dental Therapist Foundation Trainee

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