

DENTAL THERAPIST FOUNDATION 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

Dental Therapist Foundation Trainees Contract

THIS AGREEMENT is made the 1st day of September 2022

BETWEEN

Of Kimberworth Park Dental Practice owner/partner ("the Practice")

and

Foundation Therapist

and of Kimberworth Park Dental Practice

Educational Supervisor

Background

The purpose of Dental Therapist Foundation Training includes 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 whilst 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 Yorkshire and the Humber.

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 Therapy 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 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 for three days a week and the Foundation Therapist 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 **01/09/2022** and shall automatically terminate **31/08/2023**.
- 3 Satisfactory completion of Dental Therapist Foundation Training is subject to the Foundation Therapist achieving a Review of Competence Progression (RCP) Outcome 6 (Satisfactory Completion) following a Final Review of Competence Progression. The Foundation Therapist may require additional training time, beyond the twelve months 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 Foundation Therapists 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 Foundation Therapist at any time without either notice or payment in lieu of notice if the Foundation Dentist 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 Foundation Therapist is employed by the Practice and reports to the Educational Supervisor.
- 8 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.
- 9 During employment under this contract the Practice shall pay to the Foundation Therapist a salary of £18,000. Payments will be made in arrears by monthly instalments on the 24th day of each calendar month.
- 10 The Practice acknowledges that termination of this contract for any reason will lead to the stopping of all associated Dental Therapy Foundation Training payments.
- 11 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.
- 12 The Practice will ensure employers' liability cover is in place.
- 13 **During the continuance of this employment the Educational Supervisor shall:**
 - 13.1 work in the same premises as the Foundation Therapist in a surgery to which the Foundation Therapist has sufficient access to allow him/her to

Commented [A1]: £16,830

fulfil his/her obligations under the contract, for a minimum of 3 coincident days per week, not including programmed study days;

- 13.2 ensure the Practice can provide the Foundation Therapist with NHS activity in compliance with the Regulations and as determined by Health Education England, COPDEND or any successor organisations;
- 13.3 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;
- 13.4 provide reference material for the use by the Foundation Therapist;
- 13.5 except during holiday or sickness absence of the Educational Supervisor or the Foundation Therapist, provide tutorials (a **minimum of 20** in total over the training year) 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;
- 13.6 carry out workplace-based assessments with the Foundation Therapist as determined by Health Education England, COPDEND and any successor organisation (in total **6 ADEPTS and 6 Case Based Discussions**).
- 13.7 provide the Foundation Therapist 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 Foundation Therapist to demonstrate the competencies within the Draft Dental Therapist Foundation Curriculum (see <http://copdend.org>);
- 13.8 complete the required sections of the Dental Therapist Foundation Training Portfolio provided by Health Education England.
- 13.9 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;
- 13.10 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;
- 13.11 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
- 13.12 fulfil the obligations and responsibilities of Educational Supervisors as set out in the Educational Supervisor's educational agreement with Health Education England Yorkshire and the Humber.
- 14 **During the continuance of this employment the Practice shall:**
 - 14.1 provide the Foundation Therapist with in-surgery access to the internet during working hours;

- 14.2 allow and require the Foundation Therapist to attend all study days in the year as required by the Postgraduate Dental Dean/Director; and allow the Foundation Therapist to work in practice on those days when study days are not organised or have been cancelled;
- 14.3 provide the Foundation Therapist with satisfactory facilities to comply with health and safety and infection control standards as contained in the Department of Health's guidance or successor body;
- 14.4 provide the Foundation Therapist with administrative support and the assistance of a suitably qualified dental nurse;
- 14.5 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;
- 14.6 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/Director; and
- 14.7 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.
- 14.8 ensure that the Educational Supervisor receives the payment made to the Practice to supervise the Foundation Therapist without deductions.

15 During the continuance of this employment the Foundation Therapist shall:

- 15.1 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;
- 15.2 maintain a professional attitude and demeanour and work cooperatively with colleagues in the Practice, in particular with the dental nurse assigned to him/her;
- 15.3 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. This applies to the three days of Dental Therapy Foundation Training only.
- 15.4 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;
- 15.5 devote his/her whole time to the Practice during the hours specified in clause [20].

- 15.6 The Foundation Therapist should only perform procedures they have been trained and are indemnified to do and should not perform procedures outside the GDC Scope of Practice or their indemnity cover.
 - 15.7 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.
 - 15.8 attend all study day courses 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. Such consent will only be given in exceptional circumstances and is subject to the agreement of the Training Programme Director and the Associate Dean/Regional Dental Foundation Training Advisor 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/Regional Dental Foundation Training Advisor.
 - 15.9 attend tutorials (in total a **minimum of 20**) with the Educational Supervisor and participate in work-based assessments as determined by the Health Education England.
 - 15.10 maintain and complete the Dental Therapy Foundation Training e-Portfolio provided by Health Education England.
 - 15.11 undertake such educational studies as may be reasonably advised from time to time by the Training Programme Director and the Associate Dean/Regional Dental Foundation Training Advisor
 - 15.12 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
 - 15.13 fulfil the obligations and responsibilities of Foundation Therapists in the Dental Therapy Foundation Training scheme as contained in Foundation Therapist's educational agreement with Health Education England and the standards expected by the GDC of a dental therapist.
- 16 The Foundation Therapist will work 24 hours per week at times as specified by the Practice in the table below. These hours of work are only to be changed with agreement from the Postgraduate Dental Dean/Director. Hours worked must be between 8am and 8pm Monday to Saturday and a maximum of 5 days in any week inclusive of study days; with a maximum of 8 hours worked in a single day.

(Practice to insert details in table below specifying days and hours of work including breaks)

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
9.00	9.00			9.00	

13.00	13.00			13.00	
14.00	14.00			14.00	
18.00	18.00			17.30	

- 17 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/Regional Foundation Training Advisor and Postgraduate Dental Dean/Director.
- 18 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.
- 19 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.
- 20 If absent due to sickness the Foundation Therapist will be entitled to statutory sick pay during the first four months of employment; after four months service 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 the ES of the reason for absence as soon as possible but no later than 9.00 A.M 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.
- 21 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 the E.S. 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.
- 22 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 and the Educational Supervisor and the Postgraduate Dean/Director may discuss the contents of the report with the relevant doctor.

- 23 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 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.
- 24 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.
- 25 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.
- 26 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.
- 27 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.
- 28 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.
- 29 The restriction in Clause [31] does not:
- 29.1 prevent the Foundation Therapist from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
- 30 apply to any disclosure that has been authorised by the Practice, as required by law; or the GDC or Health Education England. 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.

Health Education England

- 31 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.
- 32 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.
- 33 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]

██████████

in the presence of:

██████████

Witness

██████████

Practice Manager



Health Education England

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

.....

in the presence of:

.....

Witness

[Insert witness name]

[Insert witness address]

[Insert witness occupation]

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

██████████

Practice Manager

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



Health Education England

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]



Health Education England

[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]