

# Dental Therapy Foundation Training

Health Education England — South West Dental Therapy Foundation Training in General Dental Practice. The below, Contract, Side Letter and Educational Agreements relate to a period of dental foundation training between 1st September 2022 to 31st August 2023. The dental foundation post is a 12 Month Dental Therapist Post

When all the signatures have been placed you must email the document to [dentaltherapy.sw@hee.nhs.uk](mailto:dentaltherapy.sw@hee.nhs.uk) by **Friday, 19th August 2022.**

## Full-Time Dental 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.

### Foundation Dental Therapist 's Contract

**THIS AGREEMENT is made the \_\_\_\_\_ BETWEEN** the Practice ("the Practice")  
and \_\_\_\_\_ (Foundation Dental Therapist)

#### Background

This contract of employment applies exclusively to arrangements made under national Dental Foundation Training schemes in England. 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 Dental 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 Dental Therapist throughout the duration of this contract.

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

The Educational Supervisor has been approved as an Educational Supervisor in NHS General Dental Practice. On that basis the Foundation Dental Therapist wishes to enter employment on a Dental 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 Dental 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 Dental Therapist and the Foundation Dental 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 1st September 2022 and shall automatically terminate one year later.
- 3 Satisfactory completion of Dental Foundation Training is subject to the Foundation

- Dentist achieving a Review of Competence Progression (RCP) Outcome 6 (Satisfactory Completion) following a Final Review of Competence Progression. The Foundation Dental Therapist may require additional training time, beyond the 12 Month 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 Dental 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 Foundation Dental Therapist at any time without either notice or payment in lieu of notice if the Foundation Dental 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) or suspended, removed from or denied entry to the Performers List.
  - 7 The Foundation Dental Therapist is employed by the Practice and reports to the Educational Supervisor. The Foundation Dental Therapist's duties are set out in the attached job description. The Foundation Dental Therapist may be required to undertake other duties from time to time as may reasonably be required. The Foundation Dental Therapist will undertake predominantly NHS treatment during their employment at the Practice. The Foundation Dental Therapist may undertake some private dental treatment during their employment; however, this will not normally exceed more than 5% of their overall activity.
  - 8 The Foundation Dental 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 Dental 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 The Foundation Dental 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.
  - 10 During employment under this contract the Practice shall pay to the Foundation Dental Therapist a salary at the rates set through HEE. Payments will be made in arrears by monthly instalments on the last working 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 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 via the NHS England Local Area Team
  - 12 The Foundation Dental Therapist 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 Foundation Dental Therapist is liable under the said Regulations.
- 13 The Practice is entitled to deduct from the Foundation Dental Therapist 's salary or other payments due to them any overpayments which the Foundation Dental Therapist may owe to the Practice at any time.
- 14 The Practice will pay to the Foundation Dental Therapist in a timely manner all travel and subsistence payments received on behalf of the Foundation Dental Therapist in the monthly schedules from the NHS Business Services Authority.
- 15 The Foundation Dental Therapist and Educational Supervisor will maintain themselves on the GDC Register and be members of an appropriate dental indemnity organization 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 Foundation Dental Therapist at the same premises to allow the Foundation Dental Therapist to fulfil his/her obligations under the contract, for a minimum of 6 sessions (a session is 3.5 hours) per week, at times to coincide with when the Foundation Dental Therapist 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 Foundation Dental Therapist 's clinical work when the Educational Supervisor is not on the same premises or otherwise unavailable;
- 17.3 ensure the Practice can provide the Foundation Dental Therapist 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 Foundation Dental Therapist for guidance in both clinical and administrative matters and take no holiday within the first four weeks of the Foundation Dental Therapist 's employment with the Practice;
- 17.5 provide reference material for the use of the Foundation Dental Therapist ;
- 17.6 except during holiday or sickness absence of the Educational Supervisor or the Foundation Dental Therapist , provide tutorials (on average, one per week) for the Foundation Dental 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;
- 17.7 carry out workplace based assessments with the Foundation Dental Therapist as determined by Health Education England, COPDEND and any successor organisation;
- 17.8 provide the Foundation Dental 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 Dentist to demonstrate the competencies within the Dental

Foundation Curriculum (see <http://copdend.org>),

- 17.9 complete the required sections of the Dental Foundation Training e-Portfolio provided by Health Education England, COPDEND and any successor organisation,
  - 17.10 inform the Postgraduate Dental Dean/Director immediately in writing if the circumstances of the Educational Supervisor, the Practice or the Foundation Dental Therapist change in such a way as to alter the contract of employment or training contract;
  - 17.11 inform the Postgraduate Dental Dean/Director immediately should the Foundation Dental Therapist have a cumulative sickness absence greater than 10 days during the duration of this contract;
  - 17.12 inform the Postgraduate Dental Dean/Director immediately should the Practice, the Foundation Dental Therapist 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 South West.
- 18 During the continuance of this employment the Practice shall:**
- 18.1 provide the Foundation Dental Therapist with in-surgery access to the internet during working hours;
  - 18.2 allow and require the Foundation Dental Therapist to attend a minimum of 12 study days in the year as required by the Postgraduate Dental Dean/Director; (or equivalent) and allow the Foundation Dental Therapist to work in practice on those days when study days are not organised or have been cancelled;
  - 18.3 provide the Foundation Dental 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;
  - 18.4 provide the Foundation Dental Therapist 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 Foundation Dental Therapist is in line with local guidelines and that the Foundation Dental Therapist 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, IMMEDIATE who shall be a suitably qualified and senior member of the Practice, to liaise with the Postgraduate Dental Dean/Director; and
  - 18.7 inform the Postgraduate Dental Dean/Director immediately should the Foundation Dental Therapist 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 Foundation Dental Therapist without deductions.

- 18.9 Allow the Foundation Dental 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.
- 18.10 inform the Postgraduate Dental Dean/Director immediately in writing if the circumstances of the Educational Supervisor, the Practice or the Foundation Dental Therapist change in such a way as to alter the contract of employment or training contract.
- 19 **During the continuance of this employment the Foundation Dental Therapist 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 Foundation Dental Therapist 's summary of performance as set out in the Foundation Dental Therapist '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 Foundation Dental Therapist may carry out whilst at the Practice. The Foundation Dental 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 Dental Therapist 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 practice 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 Foundation Dental 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);
- 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 Foundation Dental 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 Dental 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.

- 19.8 observe and conform to the provisions of the Dentists Act 1984 so far as they relate to the Foundation Dental 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.
- 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 South West. 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 Foundation Training following written application at least 6 weeks in advance. The Foundation Dental Therapist will be expected to make up any study days missed with suitable equivalent training/education at the Foundation Dental 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 Postgraduate Dental Dean.
- 19.10 attend tutorials (on average, one every 2 weeks ) with the Educational Supervisor and participate in work based assessments as determined by the Health Education England South West.
- 19.11 maintain and complete the Foundation Training e-Portfolio provided by Health Education England South West, 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 Foundation Training
- 19.13 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
- 19.14 fulfil the obligations and responsibilities of Foundation Dental Therapist s in the Dental Foundation Training scheme as contained in Foundation Dental Therapist 's educational agreement with Health Education England South West and the standards expected by the GDC of a dental practitioner.
- 20 The Foundation Dental Therapist will normally work 21 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; 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 Foundation Dental Therapist shall be entitled to 5.6 weeks' holiday pro rata, 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 Dental 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.

- 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 Foundation Dental 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.
- 24 If absent due to sickness the Foundation Dental 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 Dental Therapist is absent from work for any reason, he/she must notify the Practice Manager of the reason for absence as soon as possible but no later than 7am 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 Foundation Dental 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 Dental Therapist 's own cost and supplied to 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 Dental Therapist to the Postgraduate Dean/Director and will be reviewed by the Postgraduate Dean/Director for possible extension or termination of training.
- 26 The Foundation Dental 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 Dental Therapist agrees that any report produced in connection with any such examination may be disclosed to the Practice and Health Education England South West and the Educational Supervisor and the Postgraduate Dean/Director may discuss the contents of the report with the relevant doctor.
- 27 Upon notification to the Practice of pregnancy or adoption, the Foundation Dental Therapist may be entitled to maternity, paternity, adoption or shared parental leave (Statutory Leave). During the period of Statutory Leave, the Foundation Dental 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 Dental Therapist to complete Statutory Leave. Any new contract agreed between the Foundation Dental Therapist , the Practice and the Educational Supervisor must be approved in advance by the Postgraduate Dental Dean/Director. A Foundation Dental 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 Dental Therapist 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 Foundation Dental 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 Dental Therapist .
- 29 The Foundation Dental Therapist should note the Practice's disciplinary and grievance procedures The Foundation Dental Therapist confirms that they have 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 Foundation Dental Therapist have any complaint or grievance regarding his/her employment or terms and conditions relating to that employment, the Foundation Dental Therapist should raise the matter initially with the Practice and notify the Postgraduate Dental Dean/Director or his/her nominated deputy.
- 30 The Educational Supervisor reserves the right to suspend the Foundation Dental 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 Dental Therapist . Any suspension must be immediately informed to the Postgraduate Dental Dean/Director of Postgraduate Dental Education in Health Education England South West.
- 31 The Foundation Dental 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.
- 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 Foundation Dental Therapist 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 South West.
- 34 All documents, manuals, hardware and software provided for the Foundation Dental 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.
- 35 The Foundation Dental 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 Dental Therapist acknowledges and agrees that their personal data may be shared by the Practice with others who have responsibility for the organisation,



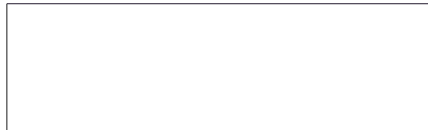
and delivery of Dental Foundation Training where it is appropriate to do so.

- 36 The Foundation Dental Therapist 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 Foundation Dental Therapist 's possession and any original or copy documents obtained by the Foundation Dental 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 Dental Therapist 's employment with the Practice.
- 38 Should the Educational Supervisor become unavailable to supervise the Foundation Dental 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.
- 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



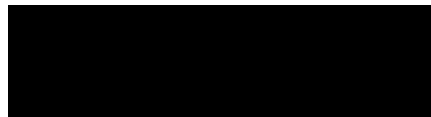
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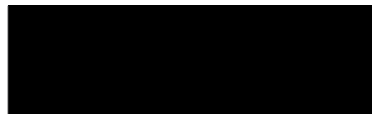
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#### Signed as a deed by the



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sor (INSERT EDUCATIONAL SUPERVISOR)



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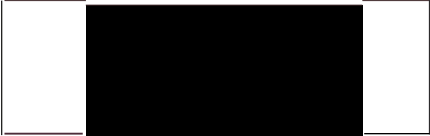
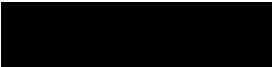
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witness occupation

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Signed as a deed by the Foundation Dental Therapist,



in the presence of:



Witness name

Witness address:

Witness occupation: Civil servant

Signed as a deed by



in their capacity as Practice Manager of the Practice

in the presence of:

Witness name

Witness address

Witness occupation

## Side Letter to: Three days a week Dental Foundation Training in the General Dental Services Contract



I/We ES & MyDentist (1.111111Wpractice Manager)

Address(es): MyDentist, 13 Town Street, Shepton Mallet, Somerset, BA4 5BE

confirm that the Foundation Dental Therapist will have the opportunity to engage in clinical dental activity at the above practice(s) for 21 hours a week in a fully equipped and staffed environment, except those weeks when they are at Health Education England - South West organised study days or 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 Foundation Dental Therapist 's clinical work on the same premises when the Educational Supervisor is not on the same premises or otherwise unavailable and inform HEE - South West of the name of the nominated individual;

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

- Endodontics, deciduous teeth
- Posterior direct composite restorations to include 2 or more surface restorations
- Stainless steel crowns

I/We also confirm that the Foundation Dental Therapist , ill undertake predominantly NHS treatment during their employment and any private treatment undertaken will not normally exceed more than 5% of the Foundation Dental Therapist 's overall workload.

I/We also confirm that the Foundation Dental Therapist , ill 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 Foundation Dental Therapist 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 Foundation Training contract.

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



(INSERT XXX)  
Educational Supervisor

**MyDentist** - Practice Owner  
Practice Manager)

INSERT NAME,  
Educational Supervisor

# Dental Foundation Training

## Health Education England - South West Dental Foundation Training Scheme in General Dental Practice

**1st September 2022 to 31st August 2023**

**This is an Educational Agreement Between Health Education England -  
South West and the Educational Supervisor (ES):-**

Name: (ES Name)

Address: (INSERT XXX)

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 31st 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 Foundation Training Advisor.

You agree that you will:

1. Ensure that the Foundation Dental Therapist (FDT) is employed by the practice at which they work ('the Practice') under the terms of this contract agreed with HEE southwest . This includes ensuring that the FDT is paid the required salary on the date agreed in the Contract.
2. Understand that the contract cannot start until the FDT has registered with the GDC.
3. Before the FDT starts work, ensure that a copy of the Contract (signed by you, the Practice and the FDT) is deposited with the Postgraduate Dental Dean/Director or Health Education England South West.

If the FDT 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 FDT 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 FDT 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 Foundation Dental Therapist at the same premises to allow the Foundation Dental Therapist 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 Foundation Dental Therapist 's clinical work when the Educational Supervisor is not on the same premises or otherwise unavailable and inform HEE South West of the name of the nominated individual.
  9. Ensure that the FDT 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 FDT's strengths and weaknesses and draw up a development plan using the Dental Foundation Training e-Portfolio.
  11. Act as the FDT's ES and be available for guidance in both clinical and administrative matters and provide help to the FDT on request or where necessary.
  12. Prepare and conduct regular (on average, once every two weekly) tutorials within normal working hours (such tutorials to be of at least one hour's duration and recorded in the Dental Foundation Training e-Portfolio).
  13. Allow and require the FDT to attend the Health Education England - South West study course programme (normally 12 days) and ensure that the FDT is not absent from the study course.
  14. Allow the FDT 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.
  15. Support the redeployment of the FDT by the Postgraduate Dental Dean/Director should such redeployment be required to support the NHS respond to a public health emergency.
  16. At all times ensure that the FDT 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.
  17. Ensure that the FDT is provided with satisfactory facilities (including an adequate supply of hand-Page

pieces and instruments, sufficient to allow them to be sterilised between patients) and appropriate dental reference material for the use of the FDT within the Practice. (Journals, internet access, books, Department of Health documentation, etc.).

18. Provide relevant training opportunities for the FDT so that a wide range of NHS practice is experienced and so that, as far as is reasonably possible, the FDT fully completes the required competencies in the Dental Foundation Training curriculum.
19. Assess and monitor the FDT's progress and professional development using the Dental Foundation Training e-Portfolio and any other material provided for this purpose, to give feedback and to liaise with the Dental Foundation Training Programme Director as necessary.
20. Ensure that the FDT's e-Portfolio is completed in a timely fashion and that the FDT's documentation involved in workplace based assessments is completed and kept up-to-date as required in the e-Portfolio.
21. 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,
22. 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,
23. Set time aside to be available for Dental Foundation Training Programme Director visits, as required, including visitations in connection with Quality Management and Quality Assurance.
24. Advise on the final certification of the FDT's completion of Dental Foundation Training Year and participate in the satisfactory completion process.
25. Provide e-mail linking for the FDT with the Postgraduate Dental Foundation Training Office and Dental Foundation Training Programme Directors.
26. Inform the PGDD immediately in writing if the circumstances of the Practice; you or the FDT change in such a way as to alter this agreement; the Contract or the FDT's educational agreement with Health Education England - South West.
27. Inform the PGDD immediately should the FDT have a cumulative sickness absence greater than 10 days during the duration of the Contract or should the FDT notify the Practice that the FDT intends to take Maternity, Paternity or Shared Parental Leave.
28. Inform the PGDD immediately if the Practice, the FDT 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 FDT is a major concern, Health Education England, may suspend the FDT'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 FDT to the Practice should be brought to the immediate attention of the Associate Dean/Regional Dental Foundation Training Advisor and may result in the suspension of the FDT'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 Foundation Training ES by the PGDD of Health Education England - South West. A breach may also result, on request from the PGDD, in the FDT being suspended pending a full investigation.

In all other circumstances, Health Education England - South West 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



**IM**

Postgraduate Dental Dean



(INSERT XXX) Educational Supervisor



# Dental Therapy Foundation Training

## **Health Education England - South West Educational Agreement Dental Therapy Foundation Training in General Dental Practice**

**The Purpose of this Educational Agreement is to Set Out the Terms of Your  
Participation as a Foundation Dental Therapist on the Health Education  
England - South West Dental Foundation Training Scheme.**

**This is Not a Contract of Employment.**

This is to confirm that:

**NAME:**

**ADDRESS:**

has been successfully appointed through the national recruitment process to a Dental Foundation Training (DFT) place within a Health Education England - South West Scheme.

Your allocated practice is **m dentist Shepton Mallet** ('the Practice') and your allocated Educational Supervisor (ES) \_\_\_\_\_ the training place will be for one year commencing on 1st September 2022 and ending on 31st August 2023.

This educational agreement should be read in conjunction with the Committee of Postgraduate Dental Deans and Directors (COPDEND) approved national DFT 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 [dentaltherapy.sw@hee.nhs.uk](mailto:dentaltherapy.sw@hee.nhs.uk) by 18th August 2022.

Foundation Training is subject to the requirements set out in the A Reference Guide for Dental Foundation Training in England, Wales and Northern Ireland, known as the Dental Blue Guide.

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

1. Take up the FDT placement at the Practice; enter into the H E E 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 Foundation Training or required by the Postgraduate Dental Dean or the Associate Dean for Dental Foundation Training to be redeployed to support the NHS respond to a public health emergency
3. Not to work any additional hours, outside the agreed hours of work, for additional monies within or outside the practice without the prior written consent of your Educational Supervisor and the Postgraduate Dental Dean/Director.
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. Participate in an initial Personal Development Planning interview with your Educational Supervisor to identify your strengths and weaknesses and work with your Educational Supervisor to draw up and work to a personal development plan (PDP). Personal Development Planning is an integral part of the DFT programme. You agree to make your record of undergraduate experience and activity, provided by your dental school, available to your Educational Supervisor at the meeting to support the planning process.
6. Work under the direction of your Educational Supervisor; seek advice and help on clinical and administrative matters where necessary.
7. Observe and conform to the provisions of the Dentists Act 1984 and the Dental Blue Guide 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. Your training placement is subject to your entry on the Dental Performers List
8. 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 or being denied entry to the Dental Performers List
9. 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
10. 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 DFT e-Portfolio).
11. 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

## Guidance notes to the Contract

Educational Supervisor and Health Education England - South West. Such consent will only be allowed in exceptional circumstances and is subject to the agreement of the Training Programme Director, Associate Dean/Regional Dental 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/Regional Dental Foundation Training Advisor. 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.

12. 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.
13. You must undertake such educational studies as may be reasonably advised from time to time by the Regional Foundation Training Advisor/Associate Dean/DFT Training Programme Director of DFT or your Educational Supervisor.
14. Work with your Educational Supervisor and nominated dentist to ensure that your progress and professional development are assessed and monitored, using the DFT 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.
15. Undertake any specified activities as part of the assessment process within DFT. 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 - South West and responding in a timely fashion to its requests for information, feedback and questionnaires sent to you.
16. 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.
17. Take out professional indemnity cover and practise according to General Dental Council and other relevant professional guidelines.
18. Comply with the process required for satisfactory completion of the DFT scheme, including any interim and final assessment of progress. Should further training time be required to complete the scheme, Health Education England - South West will endeavour to find an appropriate training placement. Please note that additional training may be at a placement other than the Practice detailed above. The award of an Outcome 4 (Termination of Training) by a RCP Panel which is upheld at appeal (if necessary) will automatically result in the termination of your place on the DFT programme.
19. 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/ Regional Dental Foundation Training Advisor; cooperate with Health Education England - South West to resolve the matter expeditiously; respond to any correspondence as soon

as possible; and attend any meeting requested by the Health Education England - South West. The DFT TPD shall be made aware of any problems within the training environment without delay.

20. 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 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 DFT's Associate Dean/ Regional Foundation Training Advisor and/or TPD.

If at any time, when your health and welfare is a major concern, Health Education England - South West may suspend you from training placement at the Practice. Such a suspension is a neutral act to allow Health Education England - South West 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 - South West

Serious breaches of this Educational Agreement may result in the termination of your place on the DFT 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**

Postgraduate Dental Dean

**Foundation Dental Therapist**