

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 Dentist's Contract

THIS AGREEMENT is made the _____ day of _____ 20 _____

BETWEEN

Host Dental Practice owner ("the Practice")

And

the Lead Employer Provider

And

Foundation Dentist

And

Educational Supervisor

Background

This contract of employment applies exclusively to arrangements made under national Dental Foundation Training schemes in [England]. The purpose of Dental Foundation Training is set out in section 30 of the National Health Service (Performers Lists) (England) Regulations 2013 (or equivalent in Wales and Northern Ireland) ('the Regulations') and includes the enhancement of clinical and administrative competence, the promotion of high standards and the introduction of the Foundation Dentist to NHS general dental practice in a protected environment while enhancing skills.

The Practice agrees that the Educational Supervisor(s) named above will be the nominated Educational Supervisor (s) of the Foundation Dentist throughout the duration of this contract.

Both the Educational Supervisor (s) and the Foundation Dentist have entered into educational agreements with Health Education England **[INSERT LOCAL OFFICE]**.

The Educational Supervisor(s) has been approved as an Educational Supervisor (ES) in NHS Primary Care. On that basis the Foundation Dentist wishes to enter employment on a Dental Foundation Training programme with the Lead Employer and an agreement with the Host Practice. The Host 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 Dentist at the Practice.

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

IT IS AGREED as follows:

1. The Lead Employer Provider (LEP) will employ the Foundation Dentist and the Foundation Dentist will work as an employed performer at the Host Practice to the best of his/her ability and will do his/her best to promote the interests of the Host Practice and to serve its patients as required.
2. Subject to any early termination under the clauses below, this agreement shall start on **[ADD DATE]** 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 Dentist 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 Dentist's period of continuous employment with the Lead Employer Provider.
5. Notwithstanding clause 2 this agreement may be terminated at any time by any 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 Lead Employer Provider shall be entitled to dismiss the Foundation Dentist 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 LEP'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 Dentist is employed by the Lead Employer Provider. On a day-to-day basis, the Foundation Dentist will report to the Educational Supervisor(s). The Foundation Dentist's duties are set out in the attached job description. The Foundation Dentist may be required to undertake other duties from time to time as may reasonably be required. The Foundation Dentist will undertake predominantly NHS treatment during their employment at the Practice. The Foundation Dentist 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 Dentist 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 Dentist will notify the Lead Employer Provider, Educational

Supervisor(s), the Practice and the Postgraduate Dental Dean immediately if he/she ceases to be so entitled or registered at any time in the duration of this contract.

9. The Foundation Dentist 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 Dentist a salary at the rates set through the General Dental Services Statement of Financial Entitlements Directions issued annually or otherwise by the Department of Health. Payments will be made in arrears by monthly instalments on the _____ 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 relevant parties to the HEE Local Office via the NHS England Local Area Team
12. The Foundation Dentist will be subject to the National Health Service Pension Scheme Regulations 2015 (as amended from time to time) and the Lead Employer Provider will account to the proper authority for all contributions and other payments for which the Foundation Dentist is liable under the said Regulations.
13. The Lead Employer Provider is entitled to deduct from the Foundation Dentist's salary or other payments due to them any overpayments which the Foundation Dentist may owe to the Lead Employer Provider at any time.
14. The Host Practice will pay to the Foundation Dentist in a timely manner all travel and subsistence payments received on behalf of the Foundation Dentist in the monthly schedules from the NHS (if applicable to local HEE Region).
15. The Foundation Dentist 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 Host Practice and Lead Employer Provider 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 Dentist at the same premises to allow the Foundation Dentist 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 Dentist 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 to support and supervise the Foundation Dentist's clinical work on the same premises when the Educational Supervisor is not on the same premises or otherwise unavailable.

17.3 ensure the Practice can provide the Foundation Dentist 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 Dentist for guidance in both clinical and administrative matters and take no holiday within the first four weeks of the Foundation Dentist's employment with the Practice;

17.5 provide reference material for the use of the Foundation Dentist;

17.6 except during holiday or sickness absence of the Educational Supervisor or the Foundation Dentist, provide tutorials (on average, one per week) for the Foundation Dentist. 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;

17.7 carry out workplace based assessments during contracted hours with the Foundation Dentist as determined by Health Education England, COPDEND and any successor organisation;

17.8 provide the Foundation Dentist 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 and Lead Employer Provider immediately in writing if the circumstances of the Educational Supervisor, the Practice or the Foundation Dentist change in such a way as to alter the contract of employment or training contract;

17.11 inform the Postgraduate Dental Dean and Lead Employer Provider immediately should the Foundation Dentist have a cumulative sickness absence greater than 10 days during the duration of this contract;

17.12 inform the Postgraduate Dental Dean immediately should the Practice, the Foundation Dentist 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 **[INSERT LOCAL OFFICE]**.

17.14 cooperate with and support any investigation carried out by the Lead Employer Provider or Health Education England.

18 During the continuance of this employment the Practice shall:

18.1 provide the Foundation Dentist with in-surgery access to the internet during working hours;

18.2 allow and require the Foundation Dentist to attend a minimum of 30 study days or equivalent prescribed virtual or on-line activities in the year as required by the Postgraduate Dental Dean) and allow the Foundation Dentist to work in practice

clinically as a Foundation Dentist on those days when study days are not organised or have been cancelled;

- 18.3 provide the Foundation Dentist 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 Dentist 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 Dentist is in line with local guidelines and that the Foundation Dentist is compliant with other blood borne virus policies, where applicable, in line with Lead Employer Provider policies;
- 18.6 nominate a named Practice employee, owner or officer to be the Practice's Lead Contact, **[ADD NAME OF CONTACT]** who shall be a suitably qualified and senior member of the Practice, to liaise with the Postgraduate Dental Dean and Lead Employer Provider;
- 18.7 inform the Postgraduate Dental Dean and Lead Employer Provider immediately should the Foundation Dentist 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 Dentist without deductions.
- 18.9 Allow the Foundation Dentist to undertake educational activities outside the practice environment as prescribed by the Postgraduate Dental Dean, for a maximum of two days per week inclusive of study days.
- 18.10 Inform the Postgraduate Dental Dean and Lead Employer Provider immediately in writing if the circumstances of the Educational Supervisor, the Practice or the Foundation Dentist change in such a way as to alter the contract of employment or training contract.
- 18.11 cooperate with and support any investigation carried out by the Lead Employer Provider or Health Education England.

19 During the continuance of this employment the Foundation Dentist shall:

- 19.1 fulfil and obey all lawful and reasonable directions and orders of the Educational Supervisor and the Practice and Lead Employer 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 and Lead Employer, in particular with the dental nurse assigned to him/her;

- 19.3 where reasonably practicable, allow the Educational Supervisor access to the Foundation Dentist's summary of performance as set out in the Foundation Dentist's Passport or similar document detailing their dental experience during their undergraduate dental degree.
- 19.4 follow all of the Host Practice's protocols for taking fees for any NHS or necessary private work which the Foundation Dentist may carry out whilst at the Practice. The Foundation Dentist 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 Dentist will accrue to the Host Practice;
- 19.5 keep all usual and necessary dental charts and an appropriate record of the work done for all patients attended to by him/her following current good practice, and follow and practise as advised by the Educational Supervisor or the Practice in relation to record keeping;
- 19.6 devote his/her whole time to the Practice during the hours specified in clause [20]. The Foundation Dentist 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 Dentist 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
- 19.8 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.
- 19.9 observe and conform to the provisions of the Dentists Act 1984 so far as they relate to the Foundation Dentist 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.
- 19.10 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 **[INSERT LOCAL OFFICE]**. 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 Dentist will be expected to make up any study days missed with suitable equivalent training/education at the Foundation Dentist's cost which has been agreed in advance with the Associate Dean for Dental Foundation Training. All study day courses and equivalent prescribed virtual or online activities must be attended from the UK unless in exceptional

circumstances and where prior written agreement is given by the **[Dental Postgraduate Dean/OTHER PLEASE INSERT]**.

- 19.11 attend tutorials (on average, one per week) with the Educational Supervisor and participate in work-based assessments as determined by the Health Education England **[INSERT LOCAL OFFICE]**.
 - 19.12 maintain and complete the Foundation Training e-Portfolio provided by Health Education England **[INSERT LOCAL OFFICE]**, COPDEND and successor organisations.
 - 19.13 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.
 - 19.14 inform the Postgraduate Dental Dean, Lead Employer Provider, Practice and Educational Supervisor of any alteration in his/her circumstances which might affect this contract of employment; and
 - 19.15 fulfil the obligations and responsibilities of Foundation Dentists in the Dental Foundation Training scheme as contained in Foundation Dentist's educational agreement with Health Education England **[INSERT LOCAL OFFICE]** and the standards expected by the GDC of a dental practitioner.
- 20 The Foundation Dentist will normally work 35 hours per week at times as specified by the Practice. Hours worked will usually be between 8am and 8pm Monday to Saturday and a maximum of 6 days in any week inclusive of study days; 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 Dentist 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 all parties (HEE, Host Practice and Lead Employer) and informed to the Lead Employer. The Foundation Dentist shall not take more than 3 days annual leave within the first 8 weeks of the training year or take holidays on study days without the written approval, in advance, of the Associate Dean for Foundation Training and Postgraduate Dental Dean. Additionally the Foundation Dentist is entitled to 2 days professional leave subject to prior approval from the Associate Dean for Foundation Training to attend professional exams and interview.
 - 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 Dentist'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 Dentist 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 Dentist is absent from work for any reason, he/she must notify **[Position]** of the reason for absence as soon as possible but no later than **[TIME]** on the first day of absence to give

the reason for absence and, if possible, to say when they hope to return to work. Unauthorised absence will not be paid.

- 25 The Foundation Dentist 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 Dentist's own cost and supplied to **[POSITION]**. Further certificates must be obtained if the absence continues for longer than the period of the original certificate. Cumulative absence of greater than 10 days during the training year must be reported by the Foundation Dentist to the Postgraduate Dean and Lead Employer Provider and will be reviewed by the Postgraduate Dean for possible extension or termination of training.
- 26 The Foundation Dentist agrees to consent to a reasonable request for a medical examination by a doctor nominated by the Lead Employer Provider should the LEP so require. The Foundation Dentist agrees that any report produced in connection with any such examination may be disclosed to the Lead Employer Provider, Host Practice and Health Education England **[INSERT LOCAL OFFICE]** 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 Dentist may be entitled to maternity, paternity, adoption or shared parental leave (Statutory Leave). During the period of Statutory Leave, the Foundation Dentist'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 Dentist to complete Statutory Leave. Any new contract agreed between the Foundation Dentist, the Lead Employer Provider, Host Practice and the Educational Supervisor must be approved in advance by the Postgraduate Dental Dean. A Foundation Dentist, 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 Dentist 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 Dentist 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 Dentist.
- 29 The Foundation Dentist should attempt to resolve any dispute or complaint locally with the Host Practice in the first instance. If the grievance remains unresolved, the Lead Employer's Grievance procedure will apply. The Lead Employer grievance procedure is contained within Appendix 1 to this agreement. Should the Foundation Dentist have any complaint or grievance regarding his/her employment or terms and conditions relating to that employment, the Foundation Dentist should raise the Lead Employer Provider.
- 30 The Lead Employer Provider reserves the right to suspend the Foundation Dentist with pay for a period of no longer than necessary for the purposes of investigating any allegation of misconduct or neglect against the Foundation Dentist. Any suspension must be immediately informed to the Postgraduate Dental Dean/Director of Postgraduate Dental Education in Health Education

England **[INSERT LOCAL OFFICE]**. The full disciplinary rules in place by the Lead Employer are set out in Appendix 2.

- 31 The Foundation Dentist shall not use or disclose to any person either during or at any time after his/her employment with the Lead Employer Provider and Host Practice any confidential information about the business or affairs of the Educational Supervisor or Host Practice or any of the Educational Supervisor's patients or Host 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 confidential affairs of the Host 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 Dentist 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 Host Practice, as required by law; or the GDC or Health Education England **[INSERT LOCAL OFFICE]**.
- 34 All documents, manuals, hardware and software provided for the Foundation Dentist'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 Dentist acknowledges and agrees that their personal data will be collected and processed by the Practice in accordance the requirements set out in the Data Protection Act 2018. The Foundation Dentist acknowledges and agrees that their personal data may be shared by the Practice with the Lead Employer, Health Education England and others who have responsibility for the organisation, management and delivery of Dental Foundation Training where it is appropriate to do so.
- 36 The Foundation Dentist shall comply with the Host Practice's data protection policy when handling employee or patient data in the course of their training.
- 37 Any Host Practice property in the Foundation Dentist's possession and any original or copy documents obtained by the Foundation Dentist 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 Dentist's employment with the Practice.
- 38 Should the Educational Supervisor become unavailable to supervise the Foundation Dentist 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 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.

40 No collective agreements apply to this contract of employment

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

.....

in the presence of:

.....

Witness

[Insert witness name]

[Insert witness address]

[Insert witness occupation]

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]

Signed as a deed by the Lead Employer Provider [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

[Insert witness name]
[Insert witness address]
[Insert witness occupation]

Option 2: FOR Practices that are PARTNERSHIPS

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

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

.....

Partner

in the presence of:

.....

Witness

[Insert witness name]

[Insert witness address]

[Insert witness occupation]

Option 3: FOR Practices that are sole traders

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

.....

In their capacity as Owner of the Practice

in the presence of:

.....

Witness

[Insert witness name]

[Insert witness address]

[Insert witness occupation]

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