

Dental Foundation Educational Supervisor Information Handbook

2013-2014

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Terminology

Current

Dental Foundation Training (DFT or FT)

Foundation Dentist (FD)

Training Programme Director (TPD)

Educational Supervisor (ES)

Associate Director of Dental Foundation Training (ADDFT)

Director of Dental Postgraduate Education

DENTAL FOUNDATION TRAINING - Information for Educational Supervisor applicants

Foundation Training Schemes starting in August 2013.

Essential (as this is an NHS funded post):

- The practice and the applicant can demonstrate a substantial commitment to NHS dentistry.
- Must have written support from the relevant NHS England Area Team.
- Educational Supervisor must earn at least 20% of income from NHS or complete at least 1000 UDAs per year on a wide range of patients – not child only contract.
- At least 30% of practice income should be from NHS work confirmed in writing. The NHS work should be on a wide range of patients.

You must:

- Be an experienced and enthusiastic dentist with high clinical and ethical standards.
- Have been working in NHS primary care for at least four years as a performer post DF with some managerial experience.
- Be able to provide a copy of your annual GDC certificate.
- Provide a letter confirming support, control of training and understanding of practice management.
- > 50% qualified nursing staff in the practice, and have a suitably trained Dental Nurse available to the trainee at all times.
- Have an appropriate educational qualification or be on an approved course

You will be expected to:

- Provide a dedicated surgery and suitably experienced/registered nurse for a Foundation Dentist for 35 hours per week for 48 weeks of the year to treat adults and children under the NHS.
- Work clinically in your practice for a minimum of three days a week when the FD is in practice to advise and assist the FD.
- Provide a one hour tutorial each week.
- Attend approved courses and Educational Supervisors meetings organised for Educational Supervisors.
- New Educational Supervisors will be expected to attend an induction course on Foundation Training.
- Participate in 14 sessions of educational activity related to Foundation Training.
- Not take annual leave in the 1st month of your FD appointment.
- Suitable clinical cover for the FD in the absence of the ES must be available at all times. (i.e. holidays, the days when the ES is not in the practice)

NB: No TPDs or senior Deanery staff will be appointed as Educational Supervisors.

As an Educational Supervisor on the North Western Deanery Dental Foundation Training Scheme you will receive:

- **£64,164.00 p.a.** for service costs (minus patient charges)
- A training grant, currently **£9036.00 p.a.**
- Reimbursement of FD1's salary **£30,132.00 p.a.**
(The Foundation Trainee's salary continues to be frozen at 2010-11 levels, but the trainer's grant has increased by 1% and service costs by 1.5%)

If you wish to discuss whether you could become an Educational Supervisor, please contact one of the Dental Foundation Training Programme Directors (contact details on next page).

Deanery Contacts

Postgraduate Department:	Personnel:
<p>North Western Deanery Director of Dental Postgraduate Education Dental Section 3rd Floor, 3 Piccadilly Place Manchester, M1 3BN</p> <p>Tel: 0161-625-7661</p> <p>Website: www.nwpgmd.nhs.uk/dentistry</p>	<p>Mr Nicholas Taylor Director of Postgraduate Dental Education</p> <p>Mr David Read Associate Director of Dental Foundation Training & Training Programme Director (TPD) Pennine david.read1@nhs.net</p> <p>Susan Tierney DF1 Administrator susan.tierney@nw.hee.nhs.uk</p>
Addresses:	DF Training Programme Directors:
<p>The Park House Dental Surgery 80 Manchester Road Werneth Oldham OL9 7AP</p> <p>Tel: 0161 627 5242</p>	<p>Mr Arshid Hussain North Manchester TPD ashhussain@nhs.net</p>
<p>Bury Dental Access Centre 2nd Floor, Moorgate Primary Care Centre 22 Derby Way BL9 0NJ</p> <p>Tel: 0161 447 9898</p>	<p>Mrs Christine Battison Wythenshawe TPD christine.battison@nhs.net</p>
<p>Dental Surgery 38 Highfield Road Farnworth Bolton BL4 0AD</p> <p>Tel: 01204 705363</p>	<p>Mr Mark Ray Blackburn TPD mark.ray1@nhs.net</p>
<p>Bateman and Best 334 Blackburn Rd Darwen BB3 0AA</p> <p>Tel: 01254 773512/760561</p>	<p>Ms Kiaran Weil Lancaster TPD kiaran.weil@nhs.net</p>

Application to be an Educational Supervisor - the process

Application forms can be obtained by contacting Susan Tierney at the Deanery or downloaded from: <http://www.nwpgmd.nhs.uk/dentistry/becoming-educational-supervisor>

Applications must be received by **Friday 29 November 2013**.

The Practice Visit

On receipt of your completed application form a practice inspection visit will be arranged. Practice visits are only usually undertaken every two years.

- Allow 1 hour for practice inspection, the applicant must be available during the visit.
- A letter containing details about the visit will be sent to you prior to the inspection being carried out, you will also be asked to complete a Self Assessment Questionnaire, this needs to be completed and returned to the Deanery at least **two weeks before your visit**.
- You must have all required documentation readily available for verification.

Selection

Educational Supervisor places are limited so selection is competitive and the Selection Committee's decision is final. There is no right of appeal.

Should your practice visit inspection be successful, you will be invited to a formal interview. You will be assessed at the interview on your evidence of CPD, awareness of Foundation Training, current dental Issues, Clinical Governance, Practice and Personal Development Plans, Postgraduate Qualifications, etc.

For further information please contact any of the DFT TPD's.

Appointment

Following interview you will be notified of your appointment or otherwise by the NW Deanery.

Feedback on your interview can be requested from the Associate Director of Dental Foundation Training.

Acceptance:

Once appointed you will be sent an Educational Supervisor agreement to sign and return within seven days.

Key Dates & Process – 2013 – 2014

TERM DATES 2013-2014

TERM 1

5/6 September 2013 – 5/6 December 2013

TERM 2

9/10 January 2014 – 10/11 April 2014

TERM 3

1 /2 May 2014 – 6 June 2014

Dental Foundation Recruitment of Educational Supervisors

November 2013

- Closing date for Educational Supervisor applications.

Jan 2014 – FEBRUARY 2014

- Practice visits will be undertaken.

Feb 2014 – MARCH 2014

- Interviews will take place at the Deanery offices in Manchester.

Overview of the Scheme

The North Western DF Training Scheme is a course designed for newly qualified Dentists to experience NHS Primary Dental Care. Foundation Dentists will be appointed to experienced Educational Supervisors for a period of 12 months and will attend the Day Release Course, usually on Thursdays or Fridays. (Exemption by FD from a study day is only by written permission of the Director)

How the scheme is organised

The scheme is entirely funded by the NHS. Overall administration of the scheme is the responsibility of the Director of Dental Postgraduate Education through the Associate Director of Dental Foundation Training. The day to-day administration is carried out by the Foundation Year One administrator from the Director of Dental Postgraduate Education's office. The DF year includes experience gained in primary care dental practice, working alongside an approved Educational Supervisor and additional educational input at the Day Release Course. Each DF course is for the duration of 12 months, normally commencing in August; and normally there will be 12 -14 FDs per course.

Change of dental foundation start date

Historically there has been concern across medical and dental training about starting the training year during August. During this month educational supervisors, clinical supervisors and other experienced nursing and ancillary staff often take annual leave to coincide with school holidays. This lack of supervision by experienced staff could lead to an increase in incidents involving trainees and may impact upon patient safety.

Several medical and dental specialties do not now commence their training programmes in August.

In 2012 London Deanery took this step to move dental foundation training to commence in September. Following that decision COPDEND decided to undertake a consultation upon changing the start date of dental foundation training. Subsequently from the results of this consultation, which was in favour of a move of start dates to September, a working group of stakeholders involved in dental foundation training was set up.

COPDEND has agreed to implement the following recommendations from the working group.

- Dental foundation (DF1) will commence on a fixed date at the beginning of September 2014. This will be the same date for all trainees in England.
- Dental foundation year two (DF2), dental SHO, career development posts and core training posts will commence as normal in August 2014. It is recommended that these posts be given 13 month contract by the employer organisation.
- In September 2015 and every September thereafter, all dental foundation and core training posts will commence with a 12 month contracts.

By staging start dates it is hoped that organisations employing DF2 and core training posts will have time to implement the required changes to the induction programmes and ensure appropriate service cover is provided. COPDEND is working with stakeholders to provide an e-induction process for NHS Trusts which will be employing dental graduates who may be in the first salaried hospital position.

COPDEND will be circulating these changes widely to all potential stakeholders but to ensure maximum exposure of this change please inform your colleagues, individuals or organisations that may be involved

NATIONAL RECRUITMENT

Appointment of Foundation Dentists (FDs)

All information can be found at: <http://www.copdend.org.uk/>

Local Allocation of DF places within Schemes in NW Deanery

Following the National Recruitment process, successful candidates will be allocated to Dental Foundation schemes. The allocation of successful applicants to individual practices in the five schemes in the North Western Deanery will be achieved using the following process.

Each scheme will hold a meeting at which the successful FD candidates will be invited. At this meeting, each of the training practices on that scheme will deliver a short presentation about the practice and staff involved with training, in order that the successful FD candidates have information on which to base their preferred choice of practice. Written summaries of the practice details will also appear on the website prior to the meeting.

At the end of the meeting the successful FD candidates will be asked to list the practices in order of preference. Matches will then be made by NW Deanery, based on these preferences, with the highest scoring candidates in the National Recruitment process being given preference in their choices. If the offer of a place is declined, the vacant place would be filled with another candidate from the National Recruitment process.

Any successful FD candidates that are unable to attend the meeting will be given the opportunity to state their preferences by email before 5pm on the day of the meeting to: susan.tierney@nw.hee.nhs.uk

We would not expect successful candidates to engage in the process of visiting practices before the meeting as this would involve a lot of additional time for both parties with minimal benefit.

The practice placements start during August and is negotiated with individual practices. The scheme study days start the first week in September. Educational Supervisors need to be present and available throughout the first month when FD's require additional support and supervision.

On completion of the Foundation year, there is no further obligation on either the Educational Supervisor or the Foundation Dentist to enter into a new contract.

Facts on Finance

On appointment, Educational Supervisors will receive a training allowance in monthly instalments in arrears which will include the Educational Supervisors Grant, FD salary and Service Costs. Patient charge revenue for the patients treated by the FD will be subtracted from the payments.

Foundation Training in the NHS Primary Care Dental Services April 2013

Disclaimer

This document is produced by COPDEND and is provided as a reference for deaneries. The figures included in the document are extracted from the 'Statement of Financial Entitlement' (SFE) produced by the Department of Health. National Insurance and Superannuation contributions are estimates given for guidance only and are not intended for use by employers in calculating statutory deductions.

The Foundation Trainee's salary continues to be frozen at 2010-11 levels, but the trainer's grant has increased by 1% and service costs by 1.5%

FD SALARY

£ 2511.00 per month from 1 April 2013

£30,132.00 per year from 1 April 2013

EDUCATIONAL SUPERVISOR GRANT

£ 753.00 per month from 1 April 2013

£ 9036.00 per year from 1 April 2013

SERVICE COSTS

£ 5347.00 per month from 1 April 2013

£64,164.00 per year from 1 April 2013

Turnover of DFT Educational Supervisors

While the over-riding aims of Dental Foundation Training are to ensure FD's receive high quality training in the best available practices, it is important that ES's contribute in a wider sense to an overall improvement in primary care dentistry. It achieves this by:

- Producing new GDPs who have completed a period of high quality training and have adopted good habits and are able to carry these values throughout their practising careers.
- The competitive appointment process which encourages Educational Supervisors and potential Educational Supervisors to invest in the quality of their staff and their practice and their own continuing professional development.
- A regular intake of new Educational Supervisors which leads to a broad skills base and large pool of experienced Educational Supervisors. An Educational Supervisor information evening CPD course is offered to make practitioners aware of the roles of a DFT Educational Supervisor and how their practice may be prepared for DFT.

Role of an Educational Supervisor

As the title suggests, the principal duty of the Educational Supervisor is to teach, both within the formal context of the one-to-one tutorial and in the broader framework of teaching by example.

The Educational Supervisor is often in the best position to assess the FD's needs. Through the various processes of assessments and tutorials these needs can be identified, discussed and hopefully satisfied. The best Educational Supervisors will not apply the 'do as I do' philosophy, but encourage their FD's to develop their own personal skills and attitudes. This is an active process which requires the Educational Supervisor to possess certain qualities:

- a willingness to teach
- an ability to communicate successfully
- a self-awareness
- a perception of the feelings of others
- In order that the Educational Supervisor can fulfil these roles, he or she must possess the quality of enthusiasm
- a full understanding and knowledge of the Dental Foundation Curriculum

Educational Supervisor appraisal will be carried out for each Educational Supervisor by the TPD during the year.

The Three year appointments will end in the summer of 2014, therefore, current 3 year educational supervisors will need to re-apply in November 2013 to be considered for educational supervisor posts in 2014 – 2015.

A two year appointment process was established in 2013. Educational Supervisors appointed for two years must have had minimum of 1 years' experience, come in the top 50% of the successful applicants of the interview and practice inspection process of appointed ES's and have the recommendation of the scheme Training Programme Director.

GUIDELINES FOR BECOMING AN EDUCATIONAL SUPERVISOR

Profile of an Educational Supervisor

The greatest influence on FD's is the example presented by Educational Supervisors so they must be enthusiastic, competent and caring general dental practitioners working in well-organised practices. The FD's active involvement in the provision of high quality NHS dental care is central to his/her professional development and the Educational Supervisor is his/her role model. Although an Educational Supervisor's clinical competence is difficult to measure, the ability to communicate effectively with patients during a consultation as well as with working colleagues is a key factor in successful general practice. The Educational Supervisor should work in a practice which is able and willing to provide the right environment for teaching and learning and help FD's to develop a critical faculty for self-assessment. An Educational Supervisor's availability and accessibility to his patients will be shown by the efficiency of his/her appointments system and other methods of access.

An Educational Supervisor must be someone who adds knowledge to general practice; who can inspire as well as instruct. Educational Supervisors should have the desire, ability and commitment to teach, and should be able to recognise the special nature of the one-to-one relationship with FD's and the responsibilities and educational opportunities that DFT affords. Educational Supervisors must be able to conduct an initial assessment of the FD and regularly monitor progress as well as guide and teach. They often need to possess counselling skills because of the personal and professional stresses involved in the job. One of the hallmarks of good general dental practitioners is the importance they attach to personal professional development and continuing education. Educational Supervisors should be able to demonstrate ways in which they organise this. The extent to which they are willing to subject themselves to performance review and critical examination as clinicians and as teachers will be seen as an indication of their commitment to continued learning. It is of great importance that the Educational Supervisor is in a stable and, as far as is possible to predict, in a long term relationship with his/her practice. He/she should also be in a position to influence practice policy.

COMMITMENT TO TEACH

Applicants should be able to show:-

A willingness to teach by:

- Attendance at an Educational Supervisors course and a commitment to take part in Educational Supervisors and FD courses subsequent to appointment;
- Evidence of participation in postgraduate activity.
- Educational qualification approved by the Director of Dental Postgraduate.

A readiness to teach by being prepared to:

- Re-organise practice arrangements to take account of the presence of a FD;
- Secure the co-operation and understanding of practice colleagues and staff;
- Re-organise their own daily routine to allow adequate time for systematic and informal teaching and supervision;
- Form the nucleus of a practice library and have internet access.

An ability to teach; this may be difficult to assess initially but a judgement should be based on:

- Your understanding of the educational aims and methods of DFT;
- Your ability to follow the North Western DFT Curriculum and to operate the assessment methods in the FD E-Portfolio;
- A willingness to submit to an assessment of your ability subsequent to appointment.

For Obligations of Educational Supervisors and Foundation Dentists see contract Appendix 1.

STANDARDS FOR TRAINING PRACTICES

These standards are a guide to help practitioners know what is normally expected for training practices in the North Western Deanery. The TPD's will use this criteria during practice visits. They are for guidance; please contact one of the TPD's if you require clarification. As a general guide the standards of the BDA Good Practice Scheme or equivalent will be expected as a minimum (it is advantageous, but not essential to have achieved BDA Good Practice status).

You must also comply with all current NHS terms of service and national legislation. It is taken for granted that the following requirements will be met:

- NHS commitment of the Educational Supervisor (as on page 3)
- Adequate supply of NHS patients for FD
- The Foundation Dentist surgery must be of an adequate size
The Educational Supervisor should not have been found in breach of their NHS terms of service or be under investigation by the GDC within eighteen months prior to their application.
- The Director of Postgraduate Dental Education will contact the GDC and the NHS England Area Team for references.

WORKING PATTERNS

- The Foundation Dentist should not be timetabled to work as the sole performer in the practice except in exceptional circumstances.
- Working hours and patterns should be agreed prior to the commencement of the foundation year and the TPD should be notified in the case of any changes.
- If a Foundation Dentist works at the weekend there should be a day off during the week (i.e. the FD should not work a six day week).
- Foundation Dentist should not work more than five hours without a break.

PRACTICE LAYOUT

- The physical layout of the Practice should be such as to ensure that adequate support to the FD can be provided by the Educational Supervisor There should be a well-kept waiting room and space for reception and secretarial staff
- It is not necessary to have a laboratory on the premises but good communications with the technicians is most important.
- The Foundation Dentist's surgery must measure not less than nine square metres and be suitable for four-handed and low-seated operation. The Foundation Dentist's surgery should be capable of adaptation to accommodate both left and right-handed operators.
- Ensure your practice is able to accommodate left handed foundation dentists.
- Appropriate facilities for the prospective Foundation Dentist, i.e. surgery and all equipment, should be in place prior to the practice visit and interview. If this is not possible, then the application would not normally be considered.

EQUIPMENT - *(All of which must conform to current statutory guidelines and standards)*

- The premises must be clean and adequately equipped.
- There must be acceptable methods of decontamination complying with the latest guidelines HTM 01-05
- All aspects of Health & Safety Legislation should be complied with as self audited by the **pre-practice visit questionnaire**.

STAFF

- The Foundation Dentist **must** have the assistance of **an experienced Dental Nurse**.
- There should be adequate support from secretarial/reception staff in addition to the Dental Nurse Professional.
- Staff must have written Contracts of Employment. A Code of Practice and an Employer's Liability Insurance Certificate should be on display.

FINANCE

The Foundation Dentist will be employed as a Performer by the Educational Supervisor and or Provider using the Agreement drawn up by COPDEND. As from April 2006 all FD monies will be paid by the SHA/Deanery to the NHS England Area Team and then the BSA to the provider, lasting for the DFT year only. If the FD wishes to stay on following the DFT year, please ensure your Area Team can fund their appointment.

Please note that UDAs generated by the Foundation Dentist including the notional 1,875 will **NOT** accrue to the practice.

EDUCATIONAL SUPERVISOR ATTENDANCE

The Educational Supervisor must be available in the practice for at least three working days per week while the Foundation Dentist is present (excluding holidays which must not exceed six weeks per year). **Cover arrangements must be made during any absence of the Educational Supervisor and the TPD kept informed.**

It is expected that the Educational Supervisor will be present & available throughout the first month of training.

TEACHING

The Educational Supervisor will spend one hour per week with the Foundation Dentist at the practice in a structured teaching environment, **during normal working hours (not during lunch hour)**. The Educational Supervisor will be required to attend Training Courses and Study Day Courses as part of their 14 session's involvement in the year. These days are to be agreed with TPD.

Educational Supervisor Sessions:	
Educational Supervisor Meetings	3
Trainer Development	4
Final study day and presentations	2
Further at discretion of TPD	5
	<u>14 TOTAL</u>

Educational Supervisors must also have participated in an Equality & Diversity course within the last two years and be appraised by a TPD.

Educational Supervisors are encouraged to attend other sessions. The Educational Supervisor will work clinically on the same premises as the Foundation Dentist for at least six sessions per week. Suitable clinical cover for the FD in the absence of the ES must be available at all times.

**Dental Section
Job Description**

GENERAL DENTAL PRACTICE FOUNDATION EDUCATIONAL SUPERVISOR	
Main Purpose of Job:	To employ, supervise and support a Foundation Dentist (FD) in primary dental care, so that the FD is able to work unsupervised in the general, personal and salaried dental services at the end of Dental Foundation Training.
Role of the Educational supervisor:	<ul style="list-style-type: none"> • To interact with the FD providing tuition, advice, information and facilities to fulfil the aims and objectives of Dental Foundation Training (DFT) • To prepare for the role of educational supervisor by acquiring knowledge of the educational processes, the interpersonal skills necessary and learning how to apply them in the primary dental care / practice setting • To liaise with the DFT Adviser and Associate Dean (DFT) as necessary to ensure that the FD completes DFT successfully
Duties and Responsibilities:	<p>The Provider should:</p> <ol style="list-style-type: none"> 1. Employ a FD as a salaried Dental Foundation Trainee under the terms of the agreed Trainee's contract 2. Prepare and conduct weekly tutorials in protected time for the FD 3. To be available to give guidance in both clinical and administrative matters by working clinically in the same premises as the FD for not less than three days per week excluding the study day 4. Provide the FD with satisfactory facilities, support and relevant opportunities so that a wide range of NHS clinical practice is experienced and so that as far as is reasonably possible the FD is fully occupied providing NHS work 5. Assess and monitor the FD's progress and professional development ensuring that the Portfolio is maintained and kept up-to-date 6. Provide appropriate feedback to the FD 7. Allow and require the FD to attend the DF study course of approximately 30 days, and ensure that the FD's holidays do not lead to absence from the study days 8. Acquire the skills necessary to undertake the role of educational supervisor and to undertake training in assessment through participation in educational courses prior to the employment of a FD in the practice and during the training period, as required 9. Attend educational supervisor and assessment meetings and the required number of study day sessions as stipulated in the person specification and Educational supervisor agreement 10. Educational supervisor should not take leave during the first month of the FD contract

11. Educational supervisors should make suitable arrangements for the support of their FD during any absence that is agreed with the Training Programme

Director

12. Ensure the aims and objectives are fulfilled so that the FD receives a certificate of completion at the end of the training period

**Dental Section
Person Specification**

GENERAL DENTAL PRACTICE FOUNDATION EDUCATIONAL SUPERVISOR					
FACTORS		CRITERIA	MEANS OF ASSESSMENT		
			Application	Interview	Practice Visit
EXPERIENCE	ESSENTIAL	▪ At least 4 years in NHS Primary Care as a performer post DFT with some managerial experience	✓		
		▪ A provider or Performer who can demonstrate involvement and influence on the running of the practice and practice policy	✓	✓	
	DESIRABLE	▪ A Provider with managerial responsibility who is a practice owner or an equity holder	✓		
		▪ Experience of Dental Foundation Training Year One	✓		
		▪ Experience of Teaching	✓		
QUALIFICATIONS & TRAINING	ESSENTIAL	▪ Registerable Dental Qualification	✓		
		▪ Registered with the General Dental Council	✓		
		▪ Proven commitment to Postgraduate Education and verifiable CPD hours to a minimum of GDC requirements	✓	✓	
		▪ Have an appropriate educational qualification or be enrolled on an approved course	✓	✓	
		▪ Have the written support of the relevant NHS England Area Team	✓		
KNOWLEDGE, SKILLS & ATTITUDES	ESSENTIAL	▪ High clinical and ethical standards	✓	✓	✓
		▪ Provides a wide range of treatment	✓	✓	✓
		▪ Up to date on current best practice and the legal framework of General Dental Practice	✓	✓	✓
		▪ Work as part of a team within a well-run and stable practice	✓		✓
		▪ A willingness to re-organise own daily routine and that of the practice to take into account the presence of a Foundation Dentist		✓	
		▪ Has developed a critical faculty for self-assessment and can demonstrate this		✓	
		▪ Can demonstrate involvement in staff training and developments	✓	✓	✓

	DESIRABLE	▪ Experience in leading small groups or tutorials	✓		
		▪ Experience of presentations	✓	✓	
		▪ Computer Literacy	✓		
PRACTICE	ESSENTIAL	• Educational Supervisor must earn at least 20% of income from NHS or complete at least 1000 UDAs per year on a wide range of patients – not child only contract.	✓		
		• At least 30% of practice income should be from NHS work confirmed in writing. The NHS work should be on a wide range of patients.	✓		
		▪ Appropriate workload for the Foundation Dentist	✓	✓	
		▪ Educational supervisor/Foundation Dentist surgeries available	✓		✓
		▪ Adequate time commitment for training	✓	✓	✓
		▪ Valid satisfactory Dental Reference Service report that meets the national current standards for NHS dental service	✓		
		▪ Valid satisfactory DFT inspection report that meets the educational requirements for training			✓
		▪ Registered experienced Nurse for the Foundation Dentist	✓		✓
		▪ Internet and email access at the practice available for the Foundation Dentist	✓		✓
SPECIAL REQUIREMENTS	ESSENTIAL	▪ To work clinically for minimum of 3 days per week in practice on days that FD present	✓		✓
		▪ To attend 14 sessions of described educational activity related to Dental Foundation Training		✓	
	DESIRABLE	▪ In practice on all non-study days	✓		

Using Social Media

Key points:

- ◆ Social media can blur the boundary between an individual's public and professional lives
- ◆ Dentists should have conservative privacy settings - be aware that not all information can be protected on the web
- ◆ The ethical and legal duty to protect patient confidentiality applies equally on the internet as to other media
- ◆ It would be inappropriate to post informal, personal or derogatory comments about patients or colleagues
- ◆ Dentists should not accept 'friend' requests from current or former patients
- ◆ Defamation law can apply to any comments posted on the web made in either a personal or professional capacity

Dentists should be conscious of their online image and how it may impact on their professional standing!

Algorithm for support of Dentists with Difficulties



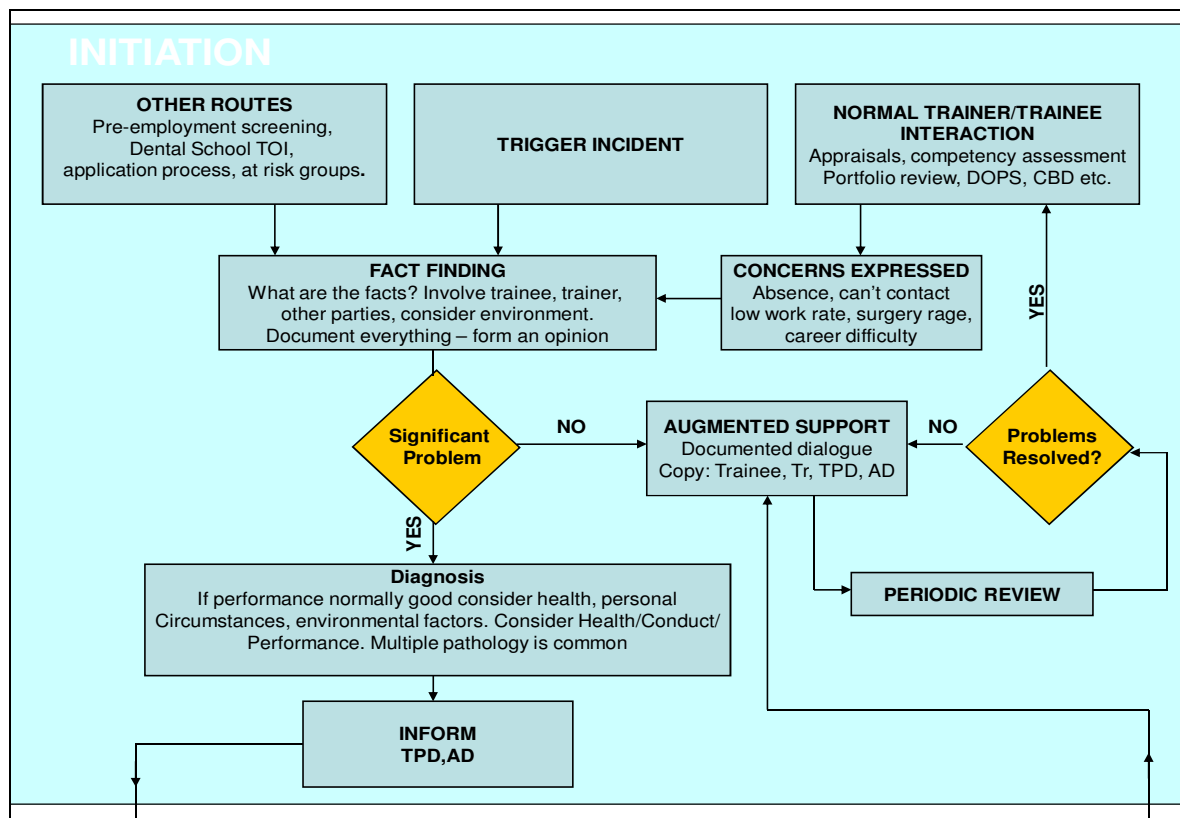
NORTH WESTERN DEANERY Dental Section

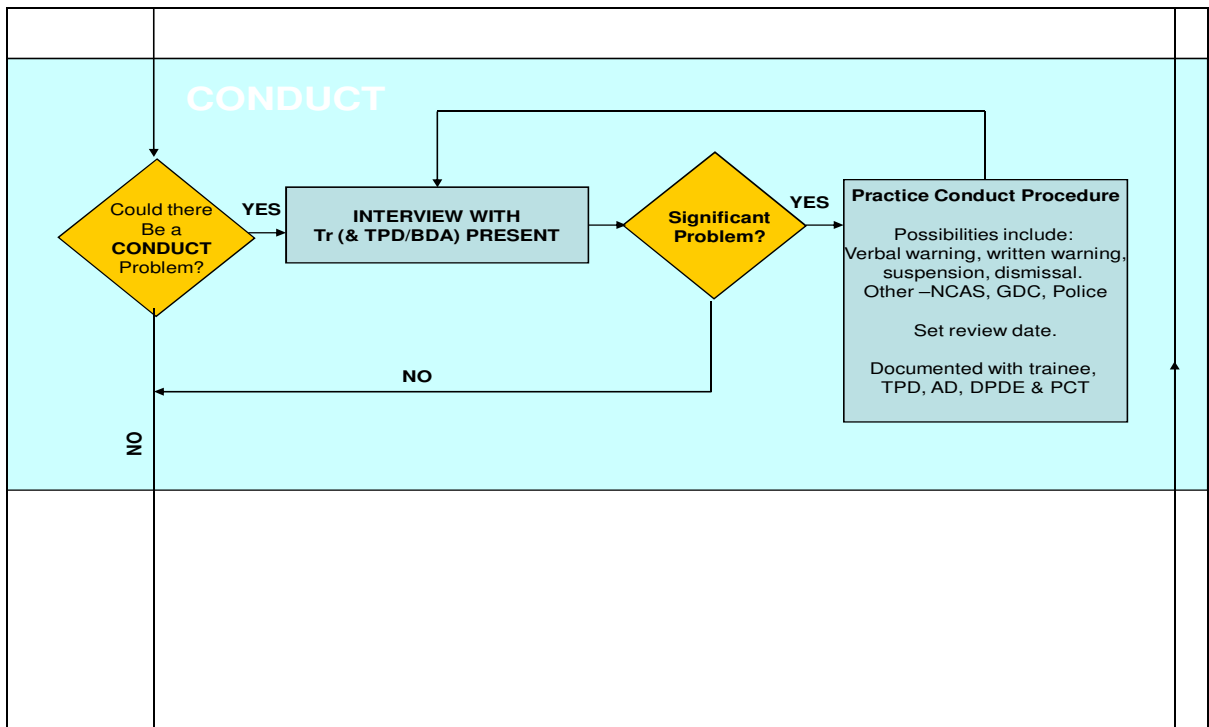
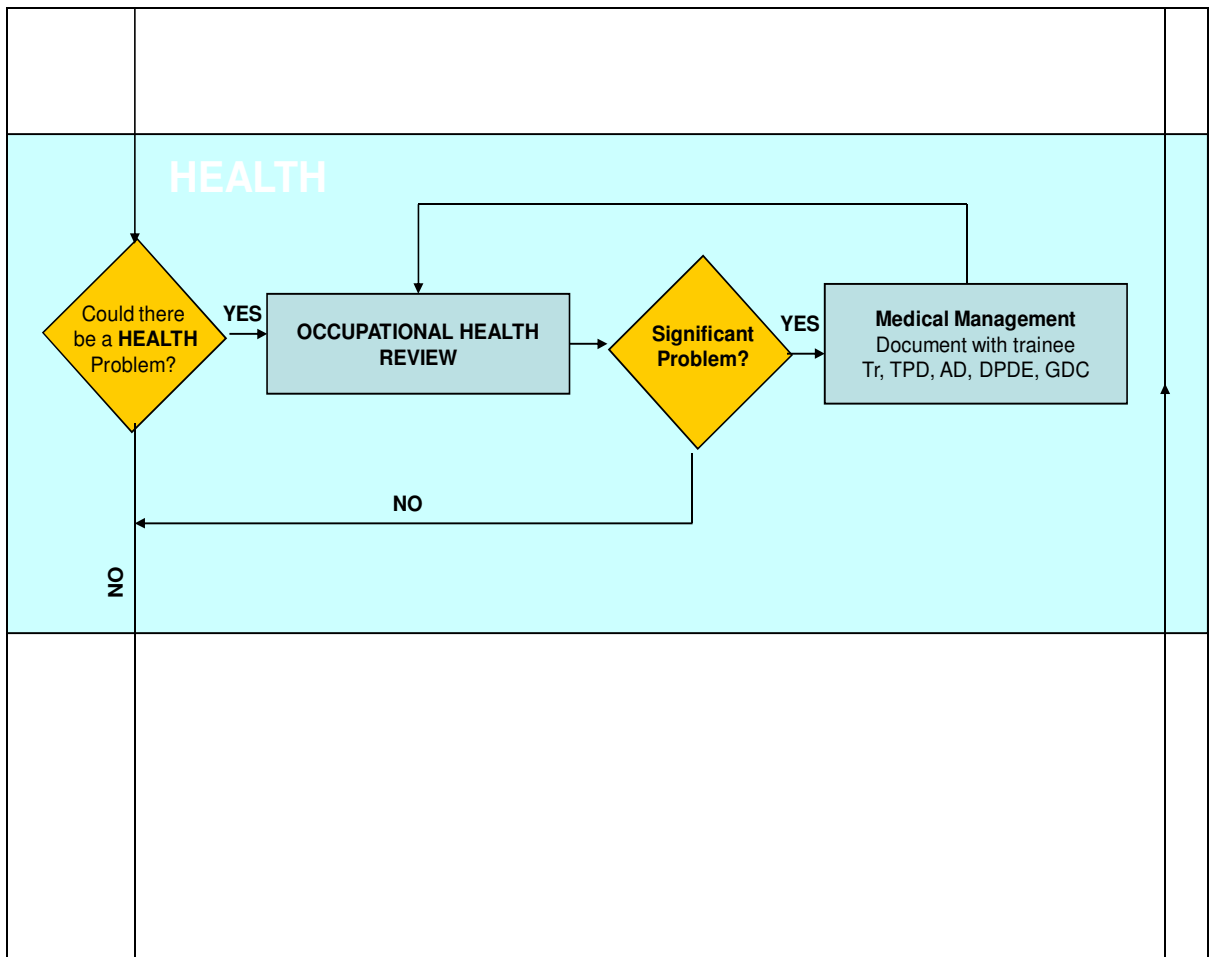
Algorithm for support of Dentists with Difficulties

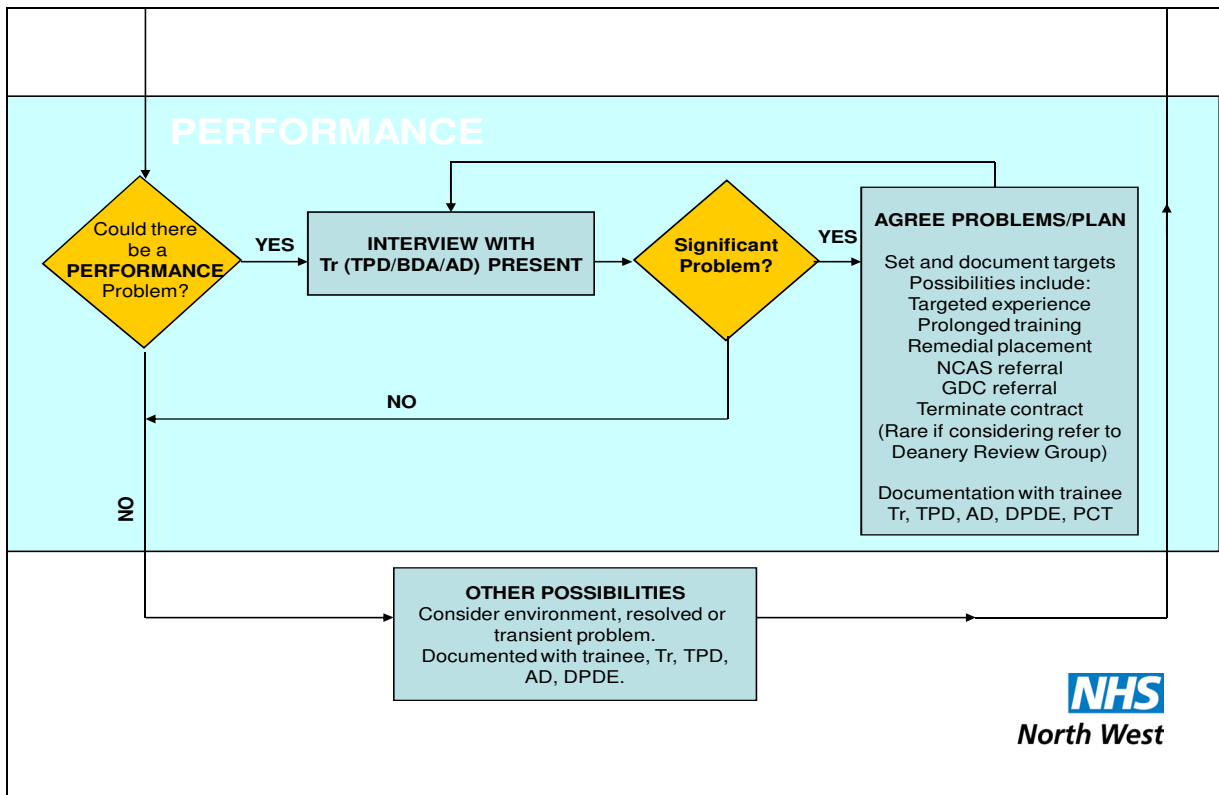
Glossary

AD – Associate Director
 BDA – British Dental Association
 CBD – Case Based Discussion
 DOPS – Directly Observed Procedural Skills
 DPDE – Director of Postgraduate Dental Education
 GDC – General Dental Council

NCAS – National Clinical Assessment Service
 Pr – Practice
 PCT – Primary Care Trust
 Tr – Trainer
 TOI – Transfer of information
 TPD – Training Programme Director







Important information

DFT is NHS funded and as such applicants must be able to demonstrate a commitment to the provision of a full range of NHS services in the practice.

It is normal practice in the North Western Deanery only to appoint one Foundation Dentist to an Educational Supervisor.

Educational Supervisors must not encourage Foundation Dentist's or condone Foundation Dentist's working for additional monies outside their contract in their own practice or another practice. Such activity will lead to termination of the Training Agreement with the Director of Postgraduate Dental Education.

Maternity & Paternity leave – refer to item 25 of the COPDEND FD Training Contract, please discuss all matters concerning maternity & paternity leave for educational supervisors, foundation dentists etc, with David Read, Associate Director of Dental Foundation Training.

Less Than Full Time Training (LTFT), it should be noted that a trainee has the right to request LTFT and the Deanery and employer has a duty to consider each application positively, there is no right to LTFT in itself.

What happens if there are problems with the Foundation Dentist?

The TPD, in whose scheme you are based, will be most willing to attempt a solution of the problems and should be contacted promptly.

APPENDIX 1 - Contract

FULL-TIME FOUNDATION TRAINING IN THE GENERAL DENTAL SERVICES

This is a template contract of employment - please notify the Deanery should amendment be required

Trainee's Contract

THIS AGREEMENT is made the _____ day of _____ 20 ____

BETWEEN

of _____

_____ Dental Practice ("the Practice")

and _____ of

Dental Surgeon ("the Trainee")

and _____ of

Dental Surgeon ("the Trainer").

Background

This contract of employment applies exclusively to arrangements made under dental Foundation Training schemes in England, to which nationally agreed terms apply.

The purpose of the national dental Foundation Scheme is to enhance clinical and administrative competence and promote high standards and to introduce the Trainee to general dental practice in a protected environment while enhancing skills.

The Practice agrees that the Trainer will be the nominated trainer of the Trainee throughout the duration of this contract.

Both the Trainer and the Trainee have entered into educational agreements with the [] Deanery.

The Trainer has been approved as a Trainer in General Dental Practice. On that basis the Trainee 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 Trainer provides and is responsible for the relevant training to the Trainee at the Practice.

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

IT IS AGREED as follows:

- 1 The Practice will employ the Trainee and the Trainee will work as an employed performer at the Practice to the best of his/her ability and will do his/her best to promote the interests of the Practice and to serve its patients as required.
- 2 Subject to any early termination under the clauses below, this agreement shall start on the ___ day of _____ 20__ and shall automatically terminate one year later. No employment with a previous employer counts towards the Trainee's period of continuous employment with the Practice.
- 3 Notwithstanding clause 2 this agreement may be terminated at any time by either party giving one month's notice in writing to the other. If both parties agree a shorter period of notice, a shorter period of notice or payment in lieu of notice may be given.
- 4 The Practice shall be entitled to dismiss the Trainee at any time without either notice or payment in lieu of notice if the Trainee commits a serious breach of their obligations as an employee (including but not limited to the obligations as set out below and gross misconduct as defined in the Practice's relevant policy) or if they cease to be entitled to work in the United Kingdom.
- 5 The Trainee is employed as a Foundation Trainee and reports to the Trainer. The duties are set out in the attached job description. The Trainee may be required to undertake other duties from time to time as may reasonably be required.
- 6 The Trainee warrants that he/she is entitled to work in the UK and will notify the Trainer and the Postgraduate Dental Dean/Director immediately if he/she ceases to be so entitled at any time in the duration of this contract.
- 7 The Trainee will not be required to work outside the UK.
- 8 During employment under this contract the Practice shall pay to the Trainee a salary at the rates laid down from time to time in the Statement of Financial Entitlements payable to General Dental Practitioners as applicable to Foundation Training. Payments will be made in arrears by monthly instalments on the _____ day of each calendar month.
- 9 The Practice acknowledges that termination of the Trainees contract for any reason will lead to the stopping of all associated Foundation Training payments from the NHS.
- 10 The Trainee will be subject to the NHS Superannuation Regulations and the Trainer will account to the proper authority for all contributions and other payments for which the Trainee is liable under the said Regulations.
- 11 The Practice is entitled to deduct from the Trainee's salary or other payments due to them any overpayments which the Trainee may owe to the Practice at any time.
- 12 The Practice will pay to the Trainee all travel and subsistence payments received on behalf of the Trainee in the monthly schedules from the NHS.
- 13 The Trainee and Trainer will maintain themselves on the General Dental Council Register and be members of an appropriate medical defence organisation during the period of the employment at their own expense

14 The Practice will ensure employers liability cover is in place

15 During the continuance of this employment the Trainer shall:

- 15.1 work in the same premises as the Trainee in a surgery to which the Trainee has sufficient access to allow him/her to fulfil his/her obligations under the contract, for not less than 3 days per week;
- 15.2 ensure the Practice can provide the Trainee with NHS activity as determined by the Deanery/COPDEND;
- 15.3 be available to the Trainee for guidance in both clinical and administrative matters;
- 15.4 provide reference material for the use of the Trainee;
- 15.5 provide weekly tutorials for the Trainee, such tutorials to take place during normal practice hours and to be of a minimum of one hour's duration. Exceptionally tutorials may be provided outside of normal practice hours;
- 15.6 carry out work based assessments with the Trainee as determined by the Deanery;
- 15.7 provide the Trainee opportunities to perform a broad range of clinical procedures under the NHS and shall ensure as far as reasonably practicable that there is an adequate patient flow to fully occupy clinical time and to allow the Trainee to achieve the competencies within the Foundation Curriculum;
- 15.8 complete the Foundation Training e-Portfolio provided by the Postgraduate Dental Deanery;
- 15.9 inform the Postgraduate Dental Dean/Director immediately and in writing if the circumstances of either the Trainer, the Practice or the Trainee change in such a way as to alter the contract of employment or training contract; and
- 15.10 fulfil the obligations and responsibilities of trainers in the national Dental Foundation Training Scheme in England and Wales as contained in clauses [insert clauses] of the Trainer's educational agreement with the Deanery.

16 During the continuance of this employment the Practice shall:

- 16.1 provide the Trainee with in surgery access to the internet during working hours;
- 16.2 allow and require the Trainee to attend the appropriate study day course of approximately 30 days in the year arranged by the Foundation Programme Director;
- 16.3 provide the Trainee 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;
- 16.4 provide the Trainee with administrative support and when required the assistance of a suitable experienced Dental Nurse; and

- 16.5 ensure that the Hepatitis B immunisation status of the Trainee is in line with local guidelines and that the Trainee is compliant with other blood borne virus policies, where applicable.
- 17 **During the continuance of this employment the Trainee shall:**
- 17.1 fulfil and obey all lawful and reasonable directions and orders of the Trainer 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 service of the Practice without its consent;
- 17.2 work cooperatively with colleagues in the Practice, in particular with the dental nurse assigned to him/her;
- 17.3 follow all of the Practice's protocols for record keeping and taking fees for any necessary private work which the Trainee may carry out whilst at the Practice. The Trainee will not be paid anything over their salary as set in clause [8]. Any private fees for work done by the Trainee will accrue to the Practice;
- 17.4 keep all usual and necessary dental charts and an 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 Trainer or the Practice in relation to record keeping;
- 17.5 devote his/her whole time to the Practice during the hours specified in clause [18];
- 17.6 unless as part of the training course, 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 Trainee is prohibited from performing any out of hours work during the course of this contract unless it be with the prior written consent of the Trainer and the Postgraduate Dental Dean/Director;
- 17.7 observe and conform to the provisions of the Dentists Act 1984 so far as they relate to the Trainee or his/her employment and observe and conform to all the Standards For Dental Professionals as set out by the General Dental Council;
- 17.8 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 Trainer and []Deanery. Such consent will only be allowed in exceptional circumstances and is subject to the agreement of the Training Programme Director and the Postgraduate Dental Dean/Director of Postgraduate Education following written application at least 6 weeks in advance. The Trainee will be expected to make up any study days missed with suitable equivalent training/education;
- 17.9 attend weekly tutorials with the Trainer and participate in work based assessments as determined by the []Deanery;
- 17.10 maintain and complete the Foundation Training e-Portfolio provided by the Postgraduate Dental Deanery;

- 17.11 undertake such educational studies as may be reasonably advised from time to time by the Regional Director or Training Programme Director of Foundation Training;
- 17.12 inform the Postgraduate Dental Dean/Director, Practice and Trainer of any alteration in his/her circumstances which might affect this contract of employment; and
- 17.13 fulfil the obligations and responsibilities of trainees in the dental Foundation training scheme as contained in clauses [] of the Trainee's educational agreement with the []Deanery.
- 18 The Trainee will work 35 hours per week at times as specified by the Practice. [Need to specify days and hours]
- 19 The Trainee 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 Trainee shall not take more than 3 days annual leave within the first 8 weeks of the training year or take holidays on study days without the written approval of the regional Postgraduate Dental Dean/Director of Postgraduate Education.
- 20 Where employment ends or is terminated a payment will be made on a pro-rata basis in respect of any accrued holiday entitlement that has arisen in the relevant leave year but has not been taken on the date of termination.
- 21 A deduction will be made from the Trainee's final pay on a pro-rata basis for any holiday taken in excess of their entitlement in that leave year, at the date of termination.
- 22 If absent due to sickness the Trainee will be entitled to statutory sick pay entitlement for the first four months; after four months service the Trainee is entitled to one month's full pay and two months half pay. If the Trainee 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.
- 23 The Trainee should fill out a self certification form for any period of absence due to illness lasting less than 7 days. For any period of incapacity due to sickness or injury which lasts for seven consecutive days or more, a doctor's certificate stating the reason for absence must be obtained at the Trainee'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.
- 24 The Trainee agrees to consent to a reasonable request for a medical examination (at the Practice's expense) by a doctor nominated by the Practice should the Practice so require. The Trainee agrees that any report produced in connection with any such examination may be disclosed to the Practice and [] Deanery and the Trainer and the Postgraduate Dean/Director may discuss the contents of the report with the relevant doctor.
- 25 The Trainee shall be entitled to 52 weeks' maternity/adoption leave and 39 weeks' maternity/adoption pay or two weeks' paternity leave/pay as the case may be. During a period of maternity leave, the Trainee's entitlements under clause [22] to paid holidays and under clause [19] to paid sickness leave will accrue. Subject to her entitlement to Statutory Maternity Allowance the

Trainee shall be entitled to 90% of her earnings for the first 6 weeks and for the remaining 33 weeks she shall be entitled to Statutory Maternity Allowance only. For more information see Statutory Maternity Pay and Maternity Allowance at www.direct.gov.uk.

- 26 Nothing herein shall entitle the Trainee to any of the rights or expose him/her to any of the liabilities of a partner or constitute in any way the relationship of partners between the Trainer and the Trainee.
- 27 The Trainee should note the Practice's disciplinary and grievance procedures. The grievance procedure is contained within Appendix 1 to this agreement. Should the Trainee have any complaint or grievance regarding his/her employment or terms and conditions relating to that employment, the Trainee should raise the matter initially with the Practice and notify the Postgraduate Dean/Director. The full disciplinary rules in place in the Practice are set out in Appendix 2.
- 28 The Trainer reserves the right to suspend the Trainee with pay for a period of no longer than necessary for the purposes of investigating any allegation of misconduct or neglect against the Trainee. Any suspension must will be immediately informed to the Dean/Director of Postgraduate Dental Education in the [] Deanery
- 29 The Trainee shall not use or disclose to any person either during or at any time after his/her employment with the Practice any confidential information about the business or affairs of the Trainer or Practice or any of the Trainer's patients or Practice employees.
- 30 For the purposes of clause [29], confidential information means any information or matter which is not in the public domain and which relates to the affairs of the Practice, Trainer or any of the Trainer's patients or Practice employees.
- 31 The restriction in Clause [29] does not apply to:
 - 31.1 prevent the Trainee from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
 - 31.2 use or disclosure that has been authorised by the Practice, as required by law; or the General Dental Council.
- 32 All documents, manuals, hardware and software provided for your use by the Practice, and any data or documents (including copies) produced, maintained or stored on the Practice's computer systems or other electronic equipment (including mobile phones), remain the property of the Practice.
- 33 Any Practice property in the Trainee's possession and any original or copy documents obtained by the Trainee in the course of his/her employment shall be returned to the Practice at any time on request and in any event prior to the termination of your employment with the Practice.
- 34 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.

AS WITNESS the hands of the parties hereto this day and year first before written.

SIGNED by the said Trainer:

In the presence of: _____

SIGNED by the said Trainee:

In the presence of: _____

SIGNED on behalf of the Practice

In the presence of: _____



**Side letter to:
Full-time Foundation Training in the General Dental Services
Contract**

I address.....
(Educational supervisor/trainer) can confirm that a foundation dentist at this practice will have the opportunity to engage in clinical practice for 35 hours a week in a fully equipped and staffed environment, except those weeks when there are Deanery organised study days or events where the hours will be reduced pro rata.

Scope of Clinical Practice

I can also confirm that a foundation dentist at this practice will have the opportunity to undertake a full range of NHS dental treatments including the following treatments and have the appropriate clinical support in these areas:

- Minor oral surgery – reflection of simple flap, bone removal, removal of roots, suturing.
- Chrome cobalt partial prostheses
- Crown & bridge work.
- Endodontics including multi-rooted teeth
- Posterior composites including 2 surface restorations

Signed:

Print name:

Practice Address:

(please return with Foundation contract to Deanery and retain one copy)

APPENDIX - 2 Guidance notes on the Foundation Contract

Foundation Training Scheme in General Dental Practice Guidance notes on the FD, ES contract

(May 2013 Revised)

Terminology Summary

A Postgraduate Dental Dean may also be known as the Director of Postgraduate Dental Education.

Regional Foundation Programme Directors. are also known as Associate Director of Foundation Training

A Foundation Training Adviser is also known as a Foundation Training Programme Director (FTPD)

Foundation Dentist.(FD) - Trainee

Educational Supervisor (ES) - The in practice Trainer is also commonly known as a Foundation Trainer

Trainer and trainee have been used throughout the contract for 2013-2014

Introduction

The Foundation Contract was initially drawn up by the British Dental Association for vocational training schemes in the UK and has been updated by COPDEND. It will be used by training practices for agreements entered into on or after 1st July 2013.

Please note the NHS Performer List regulations were amended April 2013 and the term Foundation dentist was use throughout. The contract and notes have accordingly been amended.

The contract has been approved as the national standard by the UK Committee of Postgraduate Dental Deans and Directors (COPDEND). It is a condition of approval as an Educational Supervisor by a selection committee that the standard contract is used when the ES appoints a Foundation Dentist. A copy of the signed contract must be deposited with the Postgraduate Dental Dean /Director. ES's may use the contract as a template in discussion with their legal or insurance advisers; however, any variation in the terms of the contract must be agreed with to the Postgraduate Dental Dean/Director before the Foundation Dentist is in post.

These notes of guidance will help ES, employers and Foundation Dentist's complete the contract properly, by explaining the terms used and the intentions behind some of the clauses. Misunderstandings can be avoided if both parties make time to think through the terms of the contract in advance. If any questions arise from the contract, advice should be sought from the Postgraduate Dental Dean/Director or Regional Training Programme Director.

The parties enter into the contract having agreed to abide by the educational agreements that they have each made with the Deanery and mindful of the purpose of Foundation Training, which is to introduce the FD to general dental practice in a protected environment while enhancing skills. The principles in these agreements underpin the contract.

An ES is an experienced practitioner who has been approved by the relevant local selection committee. The training practice will also have been approved within the training scheme. Once the FD has started work, the Provider will be paid a grant, service allowance and reimbursed the Foundation Dentist's salary.

It is for the Postgraduate Dental Dean/Director to determine what further training is required if Foundation Training is incomplete at the end of the contract. If, exceptionally, the training period has to be extended for any reason this should be done by entering into a new contract.

Currently FDs are appointed by a National Recruitment process. Local Scheme allocation will take place in each Deanery and FDs will be allocated a training practice using national recruitment ranking scores. The FD is the employee of the practice and works as a Performer in the National Health Service. After the training period is over, the FD may continue to work in the practice as an employee or an Associate, or may move on to another practice. In the NHS, this is subject to the necessary funds being available within the Provider's contract with the Primary Care Organisation.

In extreme circumstances it is possible that approval of the ES may be withdrawn. If this happens, every effort will be made to find the FD a new training practice in order to complete Foundation Training.

Exceptionally, an FD may have two joint ES's or an ES may have more than one Trainee with the approval of the Postgraduate Dental Dean/Director.

Part-time Foundation training

Should be discussed with the postgraduate office to arrange a suitable contract.

Completion of the contract

Preamble

This contract has three parties, the practice owner, trainer (ES) and trainee (FD). The Trainer (ES) and practice owner will in many cases be the same person. The contract is divided into clear areas of responsibility.

The preamble places the contract in context and lays down the fundamental principles.

If the FD is to work at more than one practice location, all of these need to be specified.

Clause 2 & 3

The ES must inform the Postgraduate Dental Dean and the NHS England Area Team of the appointment of a FD and the FD's starting date in the practice. The agreement automatically terminates after one year. However it can be terminated at any time by either party giving one month's written notice. If both parties agree, a shorter period of notice or pay in lieu may be given.

Clause 8

The salary is specified in the Statement of Financial Entitlement (SFE). During the period of a training contract, the salary may be altered. This is why the contract does not specify the

amount of salary. It is for the ES and FD to agree when the salary will be paid, but payment at the end of each month's work is normal in salaried employment. The Trainee is entitled under employment law to an itemised payslip each month.

Clause 9

Note that the termination of the contract for any reason will necessitate the stopping of payments from the NHS and any overpayment will be recovered.

Clause 10

This clause may be deleted if the FD opts out of the NHS Superannuation Scheme. A FD considering doing so should take appropriate professional advice.

Clause 13

Every practitioner must be protected against professional risks. ES's should note that they may be liable for the actions and omissions of their FD, but that their professional indemnity should cover their defence.

Clause 15.5

Exceptionally, tutorials may be provided outside normal hours, when this is appropriate - for example, a session on re-opening a surgery out-of-hours. Tutorials are expected to continue on a weekly basis throughout the twelve-month term of the contract.

Clause 15.8

The Foundation Training e-portfolio is crucial to the assessment of completion of Foundation Training and must be maintained carefully by both ES and FD. This includes taking part in the assessments and final appraisal.

Clause 15.10

The clauses to be inserted are form the local Deanery educational agreement.

Clause 17.1

The ES is responsible for the fulfilment of the terms of his/her contract with the NHS England Area Team and so the FD must agree to obey the ES's direction.

Clause 17.2

The FD must work as a full, cooperative member of the practice team.

Clause 17.3

Any private fees for work done by the FD will accrue to the practice owner or ES. As it is the NHS's Foundation Training scheme it is not expected that the Trainee will do much private work. No other fees should be paid to the FD in addition to the salary except any reimbursement of travel costs in respect of domiciliary visits and travel and subsistence

Clause 17.5

Hours of work must be agreed in advance. It is expected that a FD will normally work 35 hours a week, exclusive of lunch breaks, including any study day courses.

Clause 17.6

Any employment undertaken by the FD in addition to the contract must not impinge on the FD commitment to Foundation Training nor compromise the FD's ability to complete Foundation Training and require prior written approval of both the ES and Postgraduate Dental Dean/Director.

Clause 17.8

A FD has to make a commitment to the course, just as an ES must undertake to attend courses under his/her contract with the Postgraduate Dental Dean/Director. The FD will not take holidays which clash with study days, so absence from the study day course is acceptable only on grounds of illness or other unavoidable cause. A FD will be expected to attend additional studies, for example as a result of not being able to attend a study day because of illness.

Clause 18

The days a week and working hours should be clearly written in

Clause 19

If a FD agrees to work on a public holiday, he or she should be given a day's leave in lieu.

Clause 22

Practice person to be notified and time should be completed

In case of frequent absences the ES may ask for medical evidence for periods of absence of less than seven calendar days.

Any leave in addition to the normal holiday entitlement and reasonable sickness can only be taken with the agreement of the ES and the Regional Foundation Programme Director. Otherwise the contract must be terminated.

Clause 25

In addition to statutory maternity leave, the FD has the right to reasonable time off with pay to receive antenatal care and to attend antenatal classes. Further guidance will be issued soon on this area of the contract.

Clause 27

A copy of the practice grievance and disciplinary procedure should be forwarded to the [] Deanery with the contract

Questions and answers

What can be deleted from the contract?

This is a contract template which needs completing with local requirements. Any other amendments should be agreed in writing with the Postgraduate Dean/Director concerned.

What can be added to the contract?

In theory, anything which does not negate the other clauses. Both sides should take advice prior to the drawing up of additional clauses and should prior written agreement with the Postgraduate Dental Dean/Director of the changes they intend to make.

What if there are joint ES's?

They should each enter into the contract with the FD and will be jointly and severally liable for training. The FD must be clear who is responsible for his/her training at any one time, or in any one place.

What about sick leave?

Sick pay policy has now been aligned with that of medicine and is clearly outlined.

What about maternity/paternity leave?

Further guideline on this issue will be given in due course.

Can the contract be further extended?

No, but a new contract may be entered into for educational or other reasons, as under mandatory Foundation Training it is important for a Trainee to be given every opportunity to complete Foundation Training. A new contract can only run for a limited period, if permission is given by the ES and FTPD and required by the Postgraduate Dental Dean/Director.

Who is clinically responsible?

The FD is engaged on the understanding that s/he is skilled to perform certain duties and will do so with reasonable professional care. However, the ES and /or practice owner as employer takes full responsibility under his/her contract with the PCO for the FD acts and omissions. The FD could appear before the General Dental Council as a fully registered practitioner in, for instance, a case of professional misconduct and must comply with his/her obligations under the Performers Lists regulations.

How should forms be completed?

Forms should be completed under the contractor's number with the FD's suffix. The FD should sign the forms. The FD may prescribe in the same way as the ES, using his own stamp on the appropriate form.

What about patient charges?

The ES and/or the practice owner will be responsible for charges not collected by the FD.

How does employment law relate to the Foundation Dentist?

The standard contract complies with the Employment Rights Act 1996 (as amended) (Contracts of Employment and Redundancy Payment (Northern Ireland) Act 1965 as amended). The ES's/practice owner general obligations as an employer will already exist with regard to practice staff.

What about grievance procedures?

Procedures must be established within a practice for dealing with grievances. Any serious difficulties should be referred to the FTPD and/or Regional Associate Director for Foundation Training

What about insurance?

The ES/Provider has the normal employer's liability under the Health and Safety at Work Act 1974 (Health and Safety at Work (Northern Ireland) Order 1978).

What is the FD's tax liability?

The FD is taxed on a PAYE basis, which the ES/practice owner is responsible for deducting.

What about National Insurance and superannuation?

The Practice is responsible for the employer's NI contribution and for deducting the employee's contribution from the FD's pay. If the FD is a member of the NHS Superannuation Scheme, the appropriate current percentage of the FD's pay will be deducted at source and NI will be deducted at the lower contracted-out rate.

For more information

British Dental Association

64 Wimpole Street, London, W1G 8YS

Tel: 020 7563 4574

Committee on Vocational Training (Northern Ireland)

c/o Northern Ireland Council for Postgraduate Medical and Dental Education, 5 Annadale Avenue, Belfast, BT7 3JH

Tel: 028 9049 1731

British Dental Association (Scottish Office)

Forsyth House

Lomond Court

Castle Business Park

Stirling, FK9 4TU Tel: 01786 433810

STATUTORY SICK PAY

Statutory Sick Pay (SSP) is the minimum statutory amount payable to an employee who has been absent from work through illness.

Notification

In order to be considered for SSP, an employee should notify the employer of the illness. The employer is entitled to ask for reasonable evidence of incapacity, such as self-certification, for periods of illness lasting fewer than seven days, or a doctor's note for illnesses of seven days or longer.

Entitlement

An employee who is sick for three calendar days in a row or fewer is not covered by SSP. There are rules governing eligibility for and the amount of SSP payable and for how long, depending upon the amount of sick leave taken in a year and how separate periods of incapacity for work link together. Advice should be taken from the BDA in individual cases.

SSP is subject to NI and tax contributions and is paid when usual salary payments are made, for example weekly or monthly.

The current policy for sick pay is written into the contract

Recovering SSP

Employers can seek advice from the BDA and find full details of SSP in the DSS leaflet CA 35/36. The Inland Revenue website is also very useful:

<http://www.inlandrevenue.gov.uk/employers>

APPENDIX 3 – DF ABSENCE RECORDS

Dental Foundation Absence Record



North West

This form is to be used to record Foundation Dentist absences only. Once completed it should be **given/sent directly to your Training Programme Director**. If you have not been absent during the period you are not required to complete this form as full attendance will be assumed.

Full Name
(IN CAPITALS) _____
Dental Foundation
Training _____
Signature* _____

* By signing this form, you certify that the information provided is true and accurate. Deliberately providing false or misleading information is fraudulent, and may result in disciplinary action.

Educational Supervisor
(IN CAPITALS) _____
Signature of ES: _____

Month & Year:																		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
20	21	22	23	24	25	26	27	28	29	30	31							

Please use the following codes:				PLEASE SHADE IN WEEKENDS	
H	Holiday Leave	US	Uncertified Sickness	ML	Maternity Leave
CL	Compassionate Leave	CS	Certified Sickness	SD	Study Days missed
S	Suspension	O	Other - state	PL	Paternity Leave

- Notes:**
- Once completed, this should be handed to the TPD for your scheme, you will then need to email any alterations to TPD by the 3rd of the following month.
 - Half days should be indicated by splitting the box
 - For FD's who have planned absence on the date of return for this form, must ensure their signed Absence Record is submitted to their TPD before taking their planned absence.
 - For sickness absence from 1 to 7 consecutive days, a Self Certification form must be completed. For sickness absence lasting 8 consecutive days or more, a Doctor's certificate must be provided to your employer.

Please use this space to write any notes relating to this months absence and to state reasons for leave with, and without pay:

DATE	NOTE
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