
DIRECTIONS

NATIONAL HEALTH SERVICE, ENGLAND

The Primary Dental Services Statement of Financial Entitlements (Amendment) (No. 2) Directions 2022

The Secretary of State for Health and Social Care, having consulted in accordance with section 103(4) of the National Health Service Act 2006^(a) with the bodies appearing to the Secretary of State to be representative of persons to whose remuneration these Directions relate, gives the following Directions in exercise of the powers conferred by sections 103(1) and (3), 109(4) and (5), 272(7) and (8), and 273(1) of that Act.

PART 1

General

Citation, commencement, extent and application

1.—(1) These Directions may be cited as the Primary Dental Services Statement of Financial Entitlements (Amendment) (No. 2) Directions 2022.

(2) These Directions come into force immediately after they are signed and, except as otherwise provided for in paragraph (3), have effect from 1st April 2022.

(3) Directions 3(2)(a) and (4), 3(5)(a), 3(6), and 4(2)(a) and (4) have effect from 28th December 2022.

(4) These Directions extend to England and Wales and apply in England only^(b).

Interpretation

2. In these Directions—

“the GDS SFE” means the General Dental Services Statement of Financial Entitlement Directions 2013^(c);

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- (a) 2006 c. 41. The Secretary of State must consult in accordance with section 103(4) of the National Service Act 2006 on directions as to payments to be made under general dental services contracts. Section 103(3) was amended by Schedule 4(5), paragraph 45 of Schedule 4 to the Health and Social Care Act 2012 (c. 7).
- (b) By virtue of section 271(1) of the National Health Service Act 2006, the powers conferred by these sections are exercisable by the Secretary of State only in relation to England.
- (c) The General Dental Services Statement of Financial Entitlement Directions 2013 signed on 28th March 2013 were amended by the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2014 signed on 16th April 2014, the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2015 signed on 30th July 2015, the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2016 signed on 16th May 2016, the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2017 signed on 9th February 2017, the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2017 signed on 31st July 2017, the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2018 signed on 15th November 2018, the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2019 signed on 7th October 2019, the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2020 signed on 1st December 2020, the Primary Dental Services Statements of Financial Entitlements (Coronavirus) (Amendment) Directions 2021 signed on 12th March 2021, the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2021 signed on 10th January 2022 and the Primary Dental Services Statements of Financial Entitlements (Foundation Training Amendments) Directions 2022 signed on 31st March 2022. Hard copies of these documents can be obtained by writing to Dental and Eye Care Services, Department of Health and Social Care, 4th Floor, 39 Victoria Street, London SW1H 0EU.

“the PDS SFE” means the Personal Dental Services Statement of Financial Entitlement Directions 2013(a).

PART 2

Amendments to the GDS SFE

3.—(1) The GDS SFE is amended as follows.

(2) In Section 2 (Negotiated Annual Contract Values)—

(a) after paragraph 2.5.1, insert—

“2.5.2 The delivery by the contractor of any additional units as described in paragraph 2.5.3, is also not, for the purposes of paragraph 2.5, to give rise to the establishment of a new NACV for the contractor in respect of that financial year.

2.5.3 Without prejudice to any units that may be delivered under Section 10A (participation in oral health or access programmes), where applicable, or under paragraphs 2.1.1 and 2.1.2, this paragraph applies where NHS England(b) agrees with a contractor that the contractor may deliver, in a given financial year (or part of it), additional units of dental or orthodontic activity under the GDS contract; and the agreement for the additional units is made on the basis that it is limited to that financial year.

2.5.4 For the purposes of paragraph 2.5.3, the maximum number of agreed additional units should not exceed 10% of the agreed number of units of dental or orthodontic activity specified in the GDS contract by reference to which the contractor’s NACV for that financial year is calculated.

2.5.5 Subject to paragraphs 2.5.6 and 2.5.7, a payment for any additional units under paragraph 2.5.3 delivered by the contractor must be calculated by reference to the contractor’s NACV under the GDS contract for that financial year and must not exceed an amount which represents the maximum percentage of agreed additional units above the contractor’s NACV.

2.5.6 Where the number of additional units delivered by the contractor in a given financial year does not exceed the agreed maximum number under paragraph 2.5.3, any payment made further to paragraph 2.5.5 is subject to Section 10A, where applicable, or paragraphs 2.1.1 and 2.1.2.

2.5.7 If the contractor exceeds the agreed maximum number of additional units under paragraph 2.5.3, any consideration for units in excess of the agreed maximum number is subject to Section 10A, where applicable, or paragraphs 2.1.1 and 2.1.2, but on top of a

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- (a) The Personal Dental Services Statement of Financial Entitlement Directions 2013 signed on 28th March 2013 were amended by the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2014 signed on 16th April 2014, the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2015 signed on 30th July 2015, the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2016 signed on 16th May 2016, the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2017 signed on 9th February 2017, the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2017 signed on 31st July 2017, the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2018 signed on 15th November 2018, the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2019 signed on 7th October 2019, the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2020 signed on 1st December 2020, the Primary Dental Services Statements of Financial Entitlements (Coronavirus) (Amendment) Directions 2021 signed on 12th March 2021, the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2021 signed on 10th January 2022 and the Primary Dental Services Statements of Financial Entitlements (Foundation Training Amendments) Directions 2022 signed on 31st March 2022. Hard copies of these documents can be obtained by writing to Dental and Eye Care Services, Department of Health and Social Care, 4th Floor, 39 Victoria Street, London SW1H 0EU.
- (b) Section 1(1) of the Health and Care Act 2022 (c. 31) amended the name of the “National Health Service Commissioning Board” to “NHS England”. Section 1(2) of, and Schedule 1 to, the Health and Care Act 2022 makes consequential amendments in relation to the name change.

figure which represents the NACV plus the maximum amount of payment which corresponds to the additional units calculated in accordance with paragraph 2.5.5.”;

- (b) for paragraph 2.7 (annual contract value adjustment) substitute—
“2.7. The percentage determined by the Secretary of State for the financial year commencing on 1st April 2022 is 4.75%.”.
- (3) In Section 7 (payments in respect of foundation training)—
 - (a) in paragraphs 7.2(c), 7.4(c) and 7.5(b) for “£2,894” substitute “£3,024”,
 - (b) in paragraph 7.5(a), for “£880” substitute “£920”.
- (4) For Section 7 (payments in respect of foundation training) substitute—

“7. Payments in respect of foundation training

7.1 Payments in respect of foundation training are payments to a contractor who is the employer or Host of a Foundation Trainee. They are intended to meet the salary costs of employing the Foundation Trainee, provide payment to the Foundation Trainer and to provide a payment to the contractor to cover service costs of supervising the Foundation Trainee. The payments are only intended to meet the costs of providing foundation training to those graduates who are required to complete—

- (a) one year full-time foundation training to remain on the Dental Performers Lists,
- (b) an equivalent period of part-time, or
- (c) any other period which is a “relevant period of employment” determined in accordance with regulation 30(2) (interpretation: foundation training) of the Performers Lists Regulations.

Eligibility for payments in respect of foundation training

7.2 A contractor will be eligible to receive one or more of the payments under this Section where the contractor employs or engages a Dentist Performer who is a Foundation Trainer and where—

- (a) the contractor is a Host of a Foundation Trainee; or
- (b) the contractor has employed a Foundation Trainee under a contract of employment for—
 - (i) a period of one year full-time employment (or an equivalent period of part-time employment), or any other period which is a “relevant period of employment” determined in accordance with regulation 30(2) (interpretation: foundation training) of the Performers Lists Regulations; and
 - (ii) under that contract of employment, the contractor has agreed to pay the Foundation Trainee a monthly salary at a full-time (at least 35 hours per week) rate of £3,024 per month or the amount specified for that period *pro rata* if the Foundation Trainee is part-time.

7.3 Any attendance by a Foundation Trainee at a day release course in connection with the foundation training scheme is to be included in the calculation of his contracted hours.

7.3A For the purpose of this Section—

- (a) “a Host” means a contractor that provides day to day management and supervision of a Foundation Trainee by a Foundation Trainer, but is not the employer.
- (b) “Lead Employer” is an entity other than the contractor who holds a contract of employment with the Foundation Trainee.
- (c) “Foundation Placement” means the placement of a Foundation Trainee with a Host.

Applications for payments under this Section

7.4 Where a contractor satisfies the eligibility criteria specified in paragraph 7.2, read with paragraph 7.3, in order to obtain the applicable payments in respect of foundation training, it must make an application to NHS England on a standard form (set nationally and available electronically), and that application must include the following information—

- (a) where the contractor is a Host of a Foundation Trainee—
 - (i) the name of the Foundation Trainee supervised by the contractor,
 - (ii) the commencement and end date of the Foundation Placement, and
 - (iii) the number of hours to be worked by the Foundation Trainee per week.
- (b) where the contractor employs a Foundation Trainee—
 - (i) the name of the Foundation Trainee employed by the contractor,
 - (ii) the commencement and end date of the contract of employment between the contractor and Foundation Trainee,
 - (iii) the number of hours to be worked by the Foundation Trainee per week,
 - (iv) the date of the month on which payment of the salary will be made to the Foundation Trainee, and
 - (v) a declaration in writing that the contractor will pay the Foundation Trainee a monthly salary at a full-time (at least 35 hours per week) rate of £3,024 per month or the amount specified for that period *pro rata* if the Foundation Trainee is part-time.
- (c) a certificate provided by a postgraduate dental dean or director of postgraduate dental education (as the case may be) verifying that the information provided pursuant to sub-paragraph (a) or (b) is correct; and
- (d) confirmation in writing from a postgraduate dental dean or director of postgraduate dental education (as the case may be) that the Foundation Trainee must—
 - (i) complete one year foundation training to remain on the Dental Performers List, or

- (ii) that the dentist must complete a “relevant period of employment” by virtue of regulation 30(2) (interpretation: foundation training) of the Performers Lists Regulations.

Foundation training payments to be made

7.5 The four types of foundation training payments are—

- (a) a training grant of £920 per month, if the Foundation Trainee is full-time (i.e. has contracted hours of at least 35 hours per week), or the amount specified for that period *pro rata* if the Foundation Trainee is part-time;
- (b) reimbursement of the salary which the contractor has paid to the Foundation Trainee, which is to be £3,024 per month; less—
 - (i) the Foundation Trainee’s employee superannuation contributions (if the Foundation Trainee is a member of an NHS Pension Scheme) in respect of that Foundation Trainee’s salary (see paragraph 5.3(a)), if the Foundation Trainee is full-time (i.e. has contracted hours of at least 35 hours per week); or
 - (ii) the amount specified for that period *pro rata* if the Foundation Trainee is part-time;
- (c) where a salary is reimbursed pursuant to sub-paragraph (b), reimbursement of the amount of any employer’s national insurance contributions which are payable by the contractor in respect of that salary; and
- (d) a sum that represents the service cost to the contractor of supervising the Foundation Trainee, of £5,347 per month, if the Foundation Trainee is full-time (i.e. has contracted hours of at least 35 per week), or the amount specified for that period *pro rata* if the Foundation Trainee is part-time.

7.5A Provided the contractor satisfies the eligibility criteria set out in paragraph 7.2, and has applied in accordance with paragraph 7.4, the contractor is entitled to receive the payments in accordance with paragraph 7.5B or 7.5C.

7.5B Where the contractor satisfies the criteria in paragraph 7.2(a), they are entitled to receive the types of the foundation training payments set out in paragraphs 7.5(a) and (d) during the currency of the Foundation Placement.

7.5C Where the contractor satisfies the criteria in paragraph 7.2(b), they are entitled to receive the types of the foundation training payments set out in paragraphs 7.5(a), (b), (c) and (d) during the currency of the employment contract.

7.6 Any attendance by a Foundation Trainee at a day release course in connection with the foundation training scheme is to be included in the calculation of his contracted hours.

7.7 The payments due to a contractor under this Section become payable on the first working day of the month after the month to which the claim for the payments relates, which need not be a calendar month. Only one application for payments need be made in respect of each agreed training period, and where appropriate, *pro rata* claims may be made in respect of part months.

Conditions attached to foundation training payments

7.8 Payments under paragraph 7.5(a), or any part of such payments, are only payable if the contractor gives that training grant to the Foundation Trainee's Foundation Trainer—

- (a) within one calendar month of receiving the training grant; and
- (b) as an element of the personal income of the Foundation Trainer, subject to any lawful deduction of income tax, national insurance and superannuation contributions.

7.9 Payments under paragraph 7.5(b) or (c), or any part of such payments, are only payable if the contractor pays the Foundation Trainee's salary under the contract of employment.

7.10 The payments under paragraph 7.5, or any part of such payments, are only payable if the following conditions are satisfied—

- (a) the Foundation Trainer in respect of whom the payments are made must remain a Foundation Trainer;
- (b) the Foundation Trainee in respect of whom the payments are made must remain employed by either the contractor or Lead Employer and remain under the supervision of the Foundation Trainer;
- (c) the contractor must inform NHS England if there is any change of circumstances which may affect its entitlement to payments under this Section (including changes which may affect the level of the payments to which it is entitled under this Section);
- (d) the contractor must make available to NHS England in order to calculate the payment any information which NHS England does not have but needs and the contractor either has or could reasonably be expected to obtain; and
- (e) all information provided by the contractor pursuant to or in accordance with sub-paragraphs (c) or (d) must be accurate.

7.11 If the contractor breaches any condition of its payments under this Section that is set out in this SFE (including the conditions that are set out in paragraphs 7.8 to 7.10), NHS England may, in appropriate circumstances, withhold payment of any or any part of a payment under this Section that is otherwise payable.

7.12 If there is a breach of the condition that is set out in paragraph 7.10(b), NHS England may require repayment of any payment paid to which the condition relates, or may withhold payment of any other payment payable to the contractor under this SFE, to the value of the payment paid. However, if the contract of employment is terminated by either party before it has run its full course and the Foundation Trainee does not serve out a period of notice but is instead paid an amount equal to the salary due in respect of the period of notice, the contractor will be entitled to receive payments under paragraph 7.5(b) and (c) in respect of the amount of the salary which it has paid to the Foundation Trainee in respect of the period of notice, up to a maximum of one month's salary.”.

(5) In Section 8 (payments in respect of maternity, paternity and adoption leave)—

- (a) in the heading to paragraph 8.7, for “vocational” substitute “foundation”;
 - (b) in paragraphs 8.14A and 8.14B (calculation of the amount of parental leave payments and the due date)(a), for “£151.97” substitute “£156.66”.
- (6) In paragraph 9.4, for “vocational” substitute “foundation”.

PART 3

Amendments to the PDS SFE

4.—(1) The PDS SFE is amended as follows.

(2) In Section 2 (Negotiated Annual Agreement Values)—

(a) after paragraph 2.7.1 insert—

“2.7.2 The delivery by the contractor of any additional units as described in paragraph 2.7.3, is also not, for the purposes of paragraph 2.7, to give rise to the establishment of a new NAAV for the contractor in respect of that financial year.

2.7.3 Without prejudice to any units that may be delivered under Section 10A (participation in oral health or access programmes), where applicable, or under paragraphs 2.4.1 and 2.4.2, this paragraph applies where NHS England(b) agrees with a contractor that the contractor may deliver, in a given financial year (or part of it), additional units of dental or orthodontic activity under the PDS agreement; and the agreement for the additional units is made on the basis that it is limited to that financial year.

2.7.4 For the purposes of paragraph 2.7.3, the maximum number of agreed additional units should not exceed 10% of the agreed number of units of dental or orthodontic activity specified in the PDS agreement by reference to which the contractor’s NAAV for that financial year is calculated.

2.7.5 Subject to paragraphs 2.7.6 and 2.7.7, a payment for any additional units under paragraph 2.7.3 delivered by the contractor must be calculated by reference to the contractor’s NAAV under the PDS agreement for that financial year and must not exceed an amount which represents the maximum percentage of agreed additional units above the contractor’s NAAV.

2.7.6 Where the number of additional units delivered by the contractor in a given financial year does not exceed the agreed maximum number under paragraph 2.7.3, any payment made further to paragraph 2.7.5 is subject to Section 10A, where applicable, or paragraphs 2.4.1 and 2.4.2.

2.7.7 If the contractor exceeds the agreed maximum number of additional units under paragraph 2.7.3, any consideration for units in excess of the agreed maximum number is subject to Section 10A, where applicable, or paragraphs 2.4.1 and 2.4.2, but on top of a figure which represents the NAAV plus the maximum amount of payment which corresponds to the additional units calculated in accordance with paragraph 2.7.5.”;

(b) for paragraph 2.9 (annual contract value adjustment) substitute—

“2.9. The percentage determined by the Secretary of State for the financial year commencing on 1st April 2022 is 4.75%.”.

(3) In Section 7 (payments in respect of foundation training)—

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- (a) Paragraphs 8.14A and 8.14B were inserted into the General Dental Services Statement of Financial Entitlements 2013 by direction 3 of the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2017 signed on 9th February 2017.
 - (b) Section 1(1) of the Health and Care Act 2022 (c. 31) amended the name of the “National Health Service Commissioning Board” to “NHS England”. Section 1(2) of, and Schedule 1 to, the Health and Care Act 2022 makes consequential amendments in relation to the name change.

- (a) in paragraphs 7.2 (c), 7.4 (c) and 7.5(b) for “£2,894” substitute “£3,024”;
 - (b) in paragraph 7.5 (a), for “£880” substitute “£920”.
- (4) For Section 7 (payments in respect of foundation training) substitute—

“7. Payments in respect of foundation training

7.1 Payments in respect of foundation training are payments to a contractor who is the employer or Host of a Foundation Trainee. They are intended to meet the salary costs of employing the Foundation Trainee, provide payment to the Foundation Trainer and to provide a payment to the contractor to cover service costs of supervising the Foundation Trainee. The payments are only intended to meet the costs of providing foundation training to those graduates who are required to complete—

- (a) one year full-time foundation training to remain on the Dental Performers Lists,
- (b) an equivalent period of part-time, or
- (c) any other period which is a “relevant period of employment” determined in accordance with regulation 30(2) (interpretation: foundation training) of the Performers Lists Regulations).

Eligibility for payments in respect of foundation training

7.2 A contractor will be eligible to receive one or more of the payments under this Section where the contractor employs or engages a Dentist Performer who is a Foundation Trainer and where—

- (a) the contractor is a Host of Foundation Trainee; or
- (b) the contractor has employed a Foundation Trainee under a contract of employment for—
 - (i) a period of one year full-time employment (or an equivalent period of part-time employment), or any other period which is a “relevant period of employment” determined in accordance with regulation 30(2) (interpretation: foundation training) of the Performers Lists Regulations; and
 - (ii) under that contract of employment, the contractor has agreed to pay the Foundation Trainee a monthly salary at a full-time (at least 35 hours per week) rate of £3,024 per month or the amount specified for that period *pro rata* if the Foundation Trainee is part-time.

7.3 Any attendance by a Foundation Trainee at a day release course in connection with the foundation training scheme is to be included in the calculation of his contracted hours.

7.3A For the purpose of this Section—

- (a) “a Host” means a contractor that provides day to day management and supervision of a Foundation Trainee by a Foundation Trainer, but is not the employer.
- (b) “Lead Employer” is an entity other than the contractor who holds a contract of employment with the Foundation Trainee.
- (c) “Foundation Placement” means the placement of a Foundation Trainee with a Host.

Applications for payments under this Section

7.4 Where a contractor satisfies the eligibility criteria specified in paragraph 7.2, read with paragraph 7.3, in order to obtain the applicable payments in respect of foundation

training, it must make an application to NHS England on a standard form (set nationally and available electronically), and that application must include the following information—

- (a) where the contractor is a Host of a Foundation Trainee—
 - (i) the name of the Foundation Trainee supervised by the contractor,
 - (ii) the commencement and end date of the Foundation Placement, and
 - (iii) the number of hours to be worked by the Foundation Trainee per week.

- (b) where the contractor employs a Foundation Trainee—
 - (i) the name of the Foundation Trainee employed by the contractor,
 - (ii) the commencement and end date of the contract of employment between the contractor and Foundation Trainee,
 - (iii) the number of hours to be worked by the Foundation Trainee per week,
 - (iv) the date of the month on which payment of the salary will be made to the Foundation Trainee; and
 - (v) a declaration in writing that the contractor will pay the Foundation Trainee a monthly salary at a full-time (at least 35 hours per week) rate of £3,024 per month or the amount specified for that period *pro rata* if the Foundation Trainee is part-time.

(c) a certificate provided by the local postgraduate dental dean or director of postgraduate dental education (as the case may be) verifying that the information provided pursuant to paragraph (a) or (b) is correct; and

(d) confirmation in writing from the local postgraduate dental dean or director of postgraduate dental education (as the case may be) that the Foundation Trainee must—

- (i) complete one year foundation training to remain on the Dental Performers List; or
- (ii) that the dentist must complete a shorter “relevant period of employment” by virtue of regulation 30(2) (interpretation: foundation training) of the Performers Lists Regulations.

Foundation training payments to be made

7.5 The four types of foundation training payments are—

- (a) a training grant of £920 per month, if the Foundation Trainee is full-time (i.e. has contracted hours of at least 35 hours per week), or the amount specified for that period *pro rata* if the Foundation Trainee is part-time;
- (b) reimbursement of the salary which the contractor has paid to the Foundation Trainee, which is to be £3,024 per month, less—
 - (i) the Foundation Trainee’s employee superannuation contributions (if the Foundation Trainee is a member of the NHS

Pension Scheme) in respect of the Foundation Trainee's salary (see paragraph 4.4(a)), if the Foundation Trainee is full-time (i.e. has contracted hours of at least 35 hours per week), or

- (ii) the amount specified for that period *pro rata* if the Foundation Trainee is part-time;
- (c) where a salary is reimbursed pursuant to sub-paragraph (b), reimbursement of the amount of any employer's national insurance contributions which are payable by the contractor in respect of that salary; and
- (d) a sum that represents the service cost to the contractor of supervising the Foundation Trainee, of £5,347 per month, if the Foundation Trainee is full-time (i.e. has contracted hours of at least 35 per week), or the amount specified for that period *pro rata* if the Foundation Trainee is part-time.

7.5A Provided the contractor satisfies the eligibility criteria set out in paragraph 7.2, and has applied in accordance with paragraph 7.4, the contractor is entitled to receive the payments in accordance with paragraph 7.5B or 7.5C.

7.5B Where the contractor satisfies the criteria in paragraph 7.2(a), they are entitled to receive the types of the foundation training payments set out in paragraphs 7.5(a) and (d) during the currency of the Foundation Placement.

7.5C Where the contractor satisfies the criteria in paragraph 7.2(b), they are entitled to receive the types of the foundation training payments set out in paragraphs 7.5(a), (b), (c) and (d) during the currency of the employment contract.

7.6 Again, any attendance by a Foundation Trainee at a day release course in connection with the foundation training scheme is to be included in the calculation of the Foundation Trainee's contracted hours.

7.7 The payments due to a contractor under this Section become payable on the contractor's next Monthly Payment Date after the end of the month to which the claim for the payments relates, which need not be a calendar month. Only one application for payments need be made in respect of each agreed training period, and where appropriate, *pro rata* claims may be made in respect of part months.

Conditions attached to foundation training payments

7.8 Payments under paragraph 7.5(a), or any part of such payments, are only payable if the contractor gives that training grant to the Foundation Trainer—

- (a) within one calendar month of receiving the training grant; and
- (b) as an element of the personal income of the Foundation Trainer, subject to any lawful deduction of income tax, national insurance and superannuation contributions.

7.9 Payments under paragraph 7.5(b) or (c), or any part of such payments, are only payable if the contractor pays the Foundation Trainee's salary under the contract of employment.

7.10 The payments under paragraph 7.5, or any part of such payments, are only payable if the following conditions are satisfied—

- (a) the Foundation Trainer in respect of whom the payments are made must remain a Foundation Trainer;
- (b) the Foundation Trainee in respect of whom the payments are made must remain employed by either the contractor or Lead Employer and remain under the supervision of the Foundation Trainer;
- (c) the contractor must inform NHS England if there is any change of circumstances which may affect its entitlement to payments under this Section (including changes which may affect the level of the payments to which it is entitled under this Section);
- (d) the contractor must make available to NHS England in order to calculate the payment any information which NHS England does not have but needs and the contractor either has or could reasonably be expected to obtain; and
- (e) all information provided by the contractor pursuant to or in accordance with sub-paragraphs (c) or (d) must be accurate.

7.11 If the contractor breaches any condition of its payments under this Section that is set out in this SFE (including the conditions that are set out in paragraphs 7.8 to 7.10), NHS England may, in appropriate circumstances, withhold payment of any or any part of a payment under this Section that is otherwise payable.

7.12 If there is a breach of the condition that is set out in paragraph 7.10(b), NHS England may require repayment of any payment paid to which the condition relates, or may withhold payment of any other payment payable to the contractor under this SFE, to the value of the payment paid. However, if the contract of employment is terminated by either party before it has run its full course and the Foundation Trainee does not serve out a period of notice but is instead paid an amount equal to the salary due in respect of the period of notice, the contractor will be entitled to receive payments under paragraph 7.5(b) and (c) in respect of the amount of the salary which it has paid to the Foundation Trainee in respect of the period of notice, up to a maximum of one month's salary.”.

(5) In Section 8, in paragraphs 8.14A and 8.14B (calculation of the amount of parental leave payments and the due date)(a), for “£151.97” substitute “£156.66”.

Signed by authority of the Secretary of State for Health and Social Care

Sarah Norton
Member of the Senior Civil Service
Department of Health and Social Care

23/12/2022

(a) Paragraphs 8.14A and 8.14B were inserted into the Personal Dental Services Statement of Financial Entitlements 2013 by direction 5 of the Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2017 signed on 9th February 2017.