

MEMORANDUM OF UNDERSTANDING

between the

Health and Care Professions Council of the United Kingdom

and the

Health and Social Services Department of the States of Jersey

1. Background

- 1.1 The Health and Care Professions Council (**HCPC**) is established by the Health and Social Work Professions Order 2001 (the **UK Order**) and is the statutory regulator in the United Kingdom of 16 health and social care professions (the **HCPC professions**), each of which has one or more designated titles protected by law. Those professions and titles are set out in the first column of the Annex.
- 1.2 The Health and Social Services Department (**HSSD**) is the department of the States of Jersey which is responsible for promoting health and wellbeing and providing health and social services in Jersey, a self-governing Crown Dependent Territory which is not part of the United Kingdom.
- 1.3 Article 2 of the Health Care (Registration) (Jersey) Law 1995 (the **Jersey Law**) makes it an offence for an unqualified person to engage in (or hold out as being entitled to engage in) a registrable occupation in Jersey, including the professions in the second column of the Annex (the **corresponding professions**). By virtue of the Health Care (Registration) (Prescribed Qualifications) (Jersey) Order 2003, a person may only practise a corresponding profession in Jersey if that person is a member of the relevant HCPC profession and registered as such in the register maintained under the UK Order by the HCPC (a **registered practitioner**).

2. Aim of Memorandum

This MOU seeks to build upon the good working relationship which has been established between the HCPC and the HSSD (collectively, the **Parties**). The Parties recognise the importance of ongoing liaison, co-operation and, where appropriate, the co-ordination of their respective activities to ensure that service users are protected by the effective and proportionate regulation of registered practitioners.

3. Liaison Arrangements

3.1 The Parties will each nominate a liaison officer to be the initial contact point for the HCPC and the HSSD respectively in relation to this MOU.

3.2 The role of the liaison officers will be:

- to ensure the effective exchange of information between the HCPC and the HSSD;
- to implement any joint or co-ordinated activities agreed between the HCPC and the HSSD;
- to co-ordinate the supply of evidence and information between the HCPC and the HSSD when one or other of them is taking any action against any person who is or purports to be a registered practitioner.

4. Sharing of information

4.1 The HCPC and the HSSD will share information relating to:

- any allegation concerning the fitness to practise of;
- any conviction for a criminal offence of; or
- any determination by either of them or any other regulatory body against; a registered practitioner who resides or practises in Jersey.

4.2 If the HCPC takes or proposes to take any action against a registered practitioner who resides or practises in Jersey, it will inform the HSSD.

4.3 If the HSSD takes or proposes to take any action against a registered practitioner who resides or practises in Jersey, it will inform the HCPC.

4.4 If both the HCPC and the HSSD take or propose to take action against a registered practitioner who resides or practises in Jersey, the Parties will share documents for the purpose of assisting in the preparation of their respective cases, conserving resources and avoiding duplicated effort.

4.5 The HCPC and the HSSD will share information relating to any person who resides or purports to practise in Jersey and who has been convicted of (or cautioned for), or in the opinion of either Party may have committed, an offence relating to a corresponding profession under Article 39 of the UK Order or Article 2 or 13 of the Jersey Law.

4.6 The Parties shall exchange information only to the extent permitted by law and any information supplied by one Party shall only be used by the other Party for the purpose for which it was obtained and, except as required by law, shall not be used for any other purpose or passed to a third party without the consent of the Party that supplied the information.

4.7 The exchange of information between the Parties shall, so far as practicable, be conducted in a timely and accurate fashion and confirmed in writing (or electronic form).

5. HCPC Proceedings

5.1 The Parties acknowledge that, where the HCPC brings fitness to practise proceedings against a registered practitioner residing or working in Jersey, such proceedings must take place in England.

5.2 If the HCPC commences or proposes to commence any proceedings against a registered practitioner who practises or resides in Jersey, it will inform the HSSD of those proceedings and the HSSD will provide the HCPC with such reasonable assistance in bringing those proceedings as the resources of the HSSD permit.

6. Resources

The HCPC and the HSSD acknowledge that this MOU is not intended to impose any undue financial obligations on the Parties or to require either of them to undertake any task beyond the extent that their respective resources permit.


7. Review and amendment

This MOU will be reviewed by the HCPC and the HSSD annually and, where necessary (and, in particular, following any amendment to the powers or procedures of either Party) any amendment to this MOU shall be agreed in writing between the HCPC and the HSSD.

8. Resolution of Disputes

Given their good working relationship, disputes are unlikely to arise between the Parties but, in the event that a dispute does arise, the HCPC and the HSSD will seek to resolve the dispute by agreement and, in the unlikely event that a satisfactory resolution cannot be achieved, the Parties will appoint an appropriate expert to determine the matter.

SIGNED on behalf of the Parties on 25th May 2016 by:



Marc Seale
Chief Executive and Registrar
Health and Care Professions Council



Dr. Susan Turnbull
Medical Officer of Health
States of Jersey Department for Health
and Social Services

ANNEX

The Professions

HPCP Professions and designated titles	Corresponding professions
Arts Therapists: Music, Drama or Art: <i>Art Therapist</i> <i>Art Psychotherapist</i> <i>Dramatherapist</i> <i>Music Therapist</i>	Art Therapist
Biomedical Scientists: <i>Biomedical scientist</i>	Biomedical scientist
Chiropodists and Podiatrists: <i>Chiropodist</i> <i>Podiatrist</i>	Chiropodist Podiatrist
Clinical Scientists: <i>Clinical Scientist</i>	Clinical scientist
Dietitians <i>Dietitian</i> <i>Dietician</i>	Dietitian
Hearing Aid Dispensers: <i>Hearing Aid dispenser</i>	-
Occupational Therapists: <i>Occupational Therapist</i>	Occupational therapist
Operating Department Practitioners: <i>Operating Department Practitioner</i>	Operating department practitioner
Orthoptists: <i>Orthoptist</i>	Orthoptist
Paramedics: <i>Paramedic</i>	Ambulance paramedic
Physiotherapists: <i>Physiotherapist</i> <i>Physical Therapist</i>	Physiotherapist

Practitioner Psychologists: <i>Clinical Psychologist</i> <i>Counselling Psychologist</i> <i>Educational Psychologist</i> <i>Forensic psychologist</i> <i>Health Psychologist</i> <i>Occupational Psychologist</i> <i>Practitioner Psychologist</i> <i>Registered Psychologist</i> <i>Sport and Exercise Psychologist</i>	Clinical psychologist
Prosthetists and Orthotists: <i>Prosthetist and Orthotist</i> <i>Prosthetist</i> <i>Orthotist</i>	-
Radiographers: Diagnostic or Therapeutic: <i>Radiographer</i> <i>Diagnostic Radiographer</i> <i>Therapeutic Radiographer</i>	Radiographer
Social Workers (in England): <i>Social Worker</i>	Social worker
Speech and Language Therapists: <i>Speech and Language Therapist</i> <i>Speech Therapist</i>	Speech and language therapist