

MEMORANDUM OF UNDERSTANDING

between the

Health and Care Professions Council of the United Kingdom

and the

States of Guernsey Committee *for* Health & Social Care

1. Background

- 1.1 The Health and Care Professions Council (HCPC) is established by the Health and Social Work Professions Order 2001¹ (the **UK Order**) and is the statutory regulator in the United Kingdom of the professions identified in the Annex to this Memorandum of Understanding (the **Relevant Professions**).
- 1.2 By virtue of Article 3(4) of the UK Order, the overarching objective of the HCPC is to protect the public. In accordance with Part V of the UK Order, a significant part of that work concerns the investigation and adjudication of allegations relating to registrants' fitness to practise.
- 1.3 The Committee *for* Health & Social Care (CHSC) is a principal committee of the States of Deliberation of the Bailiwick of Guernsey, a self-governing Crown Dependent Territory which is not part of the United Kingdom. The CHSC is responsible for a range of services which promote, protect and improve the health and social well-being of the people of Guernsey and Alderney.
- 1.4 By virtue of the Registered Health Professionals Ordinance, 2006² and the Alderney (Application of Legislation) (Registered Health Professionals) Ordinance, 2006³ (the **Ordinances**), a person may only practise, or use a title associated with, one of the Relevant Professions in Guernsey and Alderney if that person is registered in both the register maintained under the Ordinances (the **Guernsey Register**) and the relevant Part of the register maintained under the UK Order by the HCPC (the **HCPC Register**).

2. Aim of Memorandum

This Memorandum of Understanding (**MOU**) seeks to build upon the good working relationship which has been established between the HCPC and the CHSC (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 the Relevant Professions.

¹ SI 2002/254

² Ord. No. III of 2006

³ Ord. No. IV of 2006

3. Liaison Arrangements

3.1 The Parties will each nominate a liaison officer to be the initial contact point in respect of any matters relating to this MOU.

3.2 The role of the liaison officers will be:

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

4. Sharing of information

4.1 The HCPC and the CHSC will share information relating to a Relevant Professional who:

- is the subject of any allegation concerning his or her fitness to practise;
- has been convicted of (or received a caution for) a criminal offence; or
- is the subject of any determination by either of the Parties or any other health or social care regulator;

and references in this MOU to a **Relevant Professional** mean a person who resides or practises in Guernsey or Alderney and who is registered in respect of a Relevant Profession in the HCPC Register or the Guernsey Register.

4.2 If the HCPC takes or proposes to take any action against a Relevant Professional, it will inform the CHSC.

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4.4 If both the HCPC and the CHSC take or propose to take any action against a Relevant Professional, they will share documents for the purpose of assisting in the preparation of their respective cases, conserving resources and minimising the duplication of effort.

4.5 The HCPC and the CHSC will share information relating to any person who resides or purports to practise a Relevant Profession in Guernsey or Alderney and who has been convicted of (or cautioned for), or in the opinion of either Party may have committed, an offence under Article 39 (offences) of the UK Order or section 5 of the Registered Health Professionals Ordinance, 2006 (offences and penalties).

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 By virtue of Article 22(7)(c) the UK Order, hearings and related proceedings in relation to allegations against persons on the HCPC Register who do not reside in the United Kingdom must be heard in England.

5.2 If the HCPC commences or proposes to commence any proceedings against:

- a Relevant Professional; or
- a person who resides or practises elsewhere but whose name appears in the Guernsey Register;

it will inform the CHSC of those proceedings and the CHSC will provide the HCPC with such reasonable assistance in bringing those proceedings as the resources of the CHSC permit.

6. Resources

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

7. Review and amendment

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

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 CHSC will seek to resolve the dispute by agreement. In the unlikely event that a satisfactory resolution cannot be achieved, the parties will appoint an appropriate expert to determine the matter.

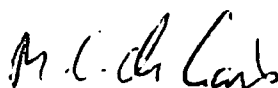
Signed for HCPC:



Date:

23rd July 2018

Signed for CHSC:



Date:

20 July 2018

Annex

The Relevant Professions

Arts Therapists (including art psychotherapists, dramatherapists and music therapists)

Biomedical Scientists (including medical laboratory technicians)

Chiropodists and Podiatrists

Clinical Scientists

Social Workers

Dieticians

Occupational Therapists

Operating Department Practitioners

Orthoptists

Paramedics

Physiotherapists (including physical therapists)

Prosthetists and Orthotists

Radiographers (including diagnostic radiographers)

Speech and Language Therapists

Hearing Aid Dispensers