

Council – 7 July 2011

## Partner Complaints Procedure

### Executive summary and recommendations

#### **Background**

In 2010 the Council approved a revised Partner Code of Conduct to clarify the HPC's expectations of partners' performance and behaviour. Partner service agreements were also revised to make compliance with the new code a contractual obligation, and to further emphasise the status of partners as independent contractors.

Council is now asked to approve the attached revised Partner Complaints Policy, recommended by the Finance and Resources Committee following their meeting on 21 June 2011.

The policy has been updated to support the terms of the Partner Code of Conduct and the partner services agreement. It will be used when a complaint or problem concerning a partner needs to be addressed, but is not serious enough to justify consideration of suspension or termination under the partner services agreement.

The revised policy aims to ensure that wherever possible complaints about partners are dealt with in a fair, simple and informal manner without risk of confusion with provisions which apply to HPC employees. It draws on the original policy document to some extent, but has been significantly restructured to emphasise simplicity and informality. A copy of the original complaints and appeals policy is attached for the purposes of comparison.

#### **Decision**

The Council is asked to approve the revised Partner Complaints Policy.

#### **Resource implications**

None

#### **Financial implications**

None

#### **Appendices**

Appendix I Partner Services Agreement

Appendix II Partner Code of Conduct

Appendix III Partner complaints and appeals policy

**Date of paper:** 23 June 2011

## Partner Complaints Procedure

### 1. Introduction

- 1.1 The emphasis in this Complaints Procedure (the **Procedure**) is on informality, with the object being to solve problems quickly, simply and fairly.
- 1.2 Complaints about HPC Partners are rare and the purpose of the Procedure is to assist all Partners to maintain appropriate standards of conduct and performance when providing services on behalf of the HPC. It is expected that most complaints can be resolved amicably at the Informal Stage.
- 1.3 All Partners are required to adhere to the HPC Partner Code of Conduct (the **Code**) and the other standards established by the HPC. Partners should be familiar with the Code, and comply with its terms when providing services on behalf of the HPC.

### 2. Complaints

- 2.1 Any complaint about a Partner should, in the first instance, be made to the Partner Manager. The Partner Manager will review the complaint and, if satisfied that it is appropriate to be dealt with under this procedure, will report the substance of the complaint to the Head of Department or Director ultimately responsible for the service delivered by the Partner.
- 2.2 Although the Procedure emphasises informality, the Partner Manager may require a verbal complaint to be confirmed in writing and require a complainant to provide further information about a complaint in order to facilitate its proper consideration.

### 3. Informal Stage

- 3.1 The object of this Informal Stage is to resolve complaints fairly, quickly and simply with the minimum of formality. For that reason, the Partner Manager and relevant Head of Department or Director have discretion as to how a complaint will be investigated and determined.

- 3.2 The purpose of the Procedure is to assist Partners to maintain appropriate standards of conduct and performance. In many cases the appropriate first steps will be for the Partner Manager or relevant Head of Department or Director to discuss the complaint with the Partner, explore any factors which may have affected the Partner's conduct or performance, provide clarification about the Partner's role and offer appropriate training or other support.
- 3.3 The Partner Manager will keep a record of each complaint and, where resolution is achieved at the Informal Stage, how it was resolved.

#### **4. Formal Stage**

- 4.1 The Formal Stage will apply to any complaint which cannot be resolved satisfactorily at the Informal Stage or which relates to a persistent problem which has previously been considered at that stage.
- 4.2 The relevant Head of Department or Director will send a written notice to the Partner concerned, setting out the complaint and inviting the Partner to submit any representations that the Partner may wish to make. The notice must set a date by which any representations are to be received, which must be not less than 28 days from the date of the notice.
- 4.3 Once the time in which the Partner may make representations has elapsed (and whether or not any representations have been provided) the relevant Head of Department or Director will consider and determine the complaint.
- 4.4 The relevant Head of Department or Director will make a written record of the determination and the reasons for it and a copy will be sent to the Partner within seven days of that decision being made.

#### **5. Complaints to which the Procedure does not apply**

- 5.1 The Procedure will not apply to complaints which, in the opinion of the Partner Manager or relevant Head of Department or Director, are of a serious or persistent nature and may constitute a material breach of the contractual relationship between the Partner and the HPC. In that event the complaint will be dealt with under the terms of the Partner's Service Agreement.
- 5.2 The Procedure will also not apply to complaints relating to the fitness to practise of a Partner who is a registrant or a member of another regulated profession. Such complaints will be referred directly to the Fitness to Practise Department or other relevant regulatory body.

May 2011

## PARTNER SERVICES AGREEMENT

**Date** [date]

### Parties

1. The **HEALTH PROFESSIONS COUNCIL** of Park House, 184 Kennington Park Road, London SE11 4BU (the **HPC**); and
2. **[NAME]** of **[address]** (the **Partner**)

### Partner Role

**[Partner Role]**

### Background

- A. The HPC is an independent statutory regulator whose objective is to safeguard the health and well-being of persons using or needing the services of its registrants.
- B. In the discharge of its functions under the Health Professions Order 2001 (the **Order**), the HPC needs the assistance of appropriately qualified registrants and other individuals who are able to provide certain services and who are known as "HPC partners".
- C. The Partner has agreed to be a HPC partner and the parties have agreed that the Partner shall provide the Services on the terms of this Agreement.

## OPERATIVE PROVISIONS

### 1. Definitions

In this Agreement:

"Confidential Information" includes any information relating to the activities of the HPC which is, or is designated by the HPC as, confidential and any information which comes to the knowledge of the Partner in the course of providing the Services;

"Intellectual Property" includes without limitation copyright material, inventions, designs, processes, know-how, goodwill, reputation, logos, plans, models, computer code and trade and service marks; and

"Services" means the services of a **[Partner Role]** to be provided by the Partner as set out in Part A of the Schedule to this Agreement.

## **2. Term of Agreement**

This Agreement shall commence on [date] (the **Commencement Date**) and shall continue for a period of [four years] unless it is terminated in accordance with Clause 12.

## **3. Supply of Services**

3.1 The Partner shall provide the Services as requested from time to time by the HPC.

3.2 The HPC shall provide the Partner with reasonable notice of any request to provide the Services. If the Partner cannot provide the Services on the dates and at the times so notified, the Partner shall promptly inform the requesting person or department at the HPC of that fact.

3.3 The HPC and the Partner agree and acknowledge that:

3.3.1 the HPC is not obliged to request the Partner to provide the Services;

3.3.2 the Partner is not obliged to provide the Services if so requested by the HPC; and

3.3.3 the Partner has no right to provide the Services.

3.4 The Partner agrees to travel within the United Kingdom as may be reasonably necessary for the proper provision of the Services.

3.5 The Partner shall be available on reasonable notice to provide any information, advice or assistance about the Services as the HPC may reasonably require.

## **4. Status**

4.1 The Partner shall provide the Services to the HPC as an independent contractor and nothing in this Agreement shall create a relationship of employer and employee between the HPC and the Partner.

4.2 Nothing in this Agreement shall render the Partner an employee, agent or partner (in the legal sense) of the HPC. The HPC shall not be vicariously liable for the Partner's acts or omissions and the Partner shall not be entitled to contract in the name of, bind or create a liability against the HPC or to act on behalf of or in the name of the HPC without the HPC's prior written consent.

- 4.3 The Partner warrants and represents to the HPC that the Partner is an independent contractor and shall account in full to the appropriate authorities for any tax, national insurance and any other levy in relation to any Fees or Expenses paid to the Partner under this Agreement.
- 4.4 The Partner shall indemnify the HPC against any liability in respect of any tax, national insurance or other levy arising from the Partner's provision of the Services and agrees that in respect of any such liability the HPC may:
- 4.4.1 offset any liability under the indemnity in this Clause against any payment due to the Partner from the HPC; and
- 4.4.2 provide HM Revenue and Customs and any other relevant agency with any information that they may request concerning the Fee or Expenses paid or due to be paid under this Agreement.

## **5. Partner's obligations**

- 5.1 The Partner acknowledges that the nature of the Services requires them to be provided to a high standard and the Partner represents, warrants and undertakes to the HPC that, at all times during the term of this Agreement, the Partner:
- 5.1.1 has the necessary skills, experience and ability to perform the Services with reasonable skill, judgement, control and care and will promptly draw to the attention of the HPC any matter that might affect the Partner's ability to provide the Services;
- 5.1.2 will at all times act in the best interests of the HPC and will use best endeavours to promote (and will do nothing that will harm or adversely interfere with) the interests of the HPC;
- 5.1.3 will not by entering into this Agreement or performing any duties or obligations under it, be in breach of any contractual or other binding obligation, including the terms of any employment;
- 5.1.4 will comply with all relevant policies and procedures of the HPC including, in particular, the Code of Conduct for Partners.
- 5.2 The Partner acknowledges that the HPC has entered into this Agreement based upon the Partner's personal ability and expertise, that the Partner is required to provide the Services personally and cannot delegate, transfer or sub-contract any rights or responsibilities under this Agreement.

- 5.3 Whenever required to do so the Partner shall promptly give a full account (in writing if so requested) to the HPC or its representative of all matters entrusted to the Partner including any information or assistance that the HPC may require in connection with its affairs and the provision of the Services.
- 5.4 Upon the HPC's reasonable request the Partner shall attend meetings with the HPC or its representative in order to review the provision of the Services by the Partner.
- 5.5 The Partner shall not make any reference to this Agreement or to the Partner's relationship with the HPC in any advertising or other promotional material nor use on any publication or document the name, symbol or style of the HPC except with the HPC's prior written consent.
- 5.6 The Partner shall promptly notify the HPC in writing (addressed to the Partner Manager) of any changes in the Partner's:
  - 5.6.1 registration status (if any) with the HPC or any other regulatory body, or of any matter which may reasonably lead to a change in that status;
  - 5.6.2 contact details (including contact details for the Partner's next of kin).

## **6. Obligations of the HPC**

- 6.1 The HPC shall at all times supply the Partner with:
  - 6.1.1 information regarding the Services required and the HPC's requirements in relation to the Services; and
  - 6.1.2 the support and assistance of such HPC personnel as is necessary to ensure that the Partner is able to provide the Services.
- 6.2 The HPC shall provide the Partner with such training in the performance of the Partner role as it considers appropriate, which may include refresher training from time to time.

## **7. Fees**

- 7.1 In consideration of the Services provided by the Partner under this Agreement, the HPC shall pay to the Partner the relevant fees for the Partner role determined by the HPC from time to time (the **Fees**) which, on the date this Agreement is made, are as specified in Part B of the Schedule to this Agreement.

- 7.2 The Partner shall submit invoices to the HPC for the Fees within one calendar month of any Services to which that invoice relates being provided by the Partner.
- 7.3 the HPC shall use its reasonable endeavours to settle any such invoice within 30 days of receipt.
- 7.4 The Fees shall be inclusive of VAT (if applicable).
- 7.5 If the Partner performs the Services with the consent of and whilst being paid by their employer, the HPC will, with the agreement of the Partner, pay the Fees due to that Partner to the Partner's employer.

## **8. Expenses**

- 8.1 The HPC will reimburse the Partner for all reasonable out of pocket and business expenses wholly, necessarily and properly incurred by the Partner in the proper provision of the Services (the **Expenses**).
- 8.2 The Partner shall only be entitled to be reimbursed in respect of the Expenses if they:
  - 8.2.1 comply with the HPC's Expenses Policy; and
  - 8.2.2 are supported by appropriate VAT receipts, invoices or other documentary evidence which is acceptable to the HPC.
- 8.3 The Partner shall include in any invoice submitted in accordance with Clause 7.2 any Expenses incurred by the Partner during the period to which the invoice relates and for which the Partner is entitled to be reimbursed.
- 8.4 Any attempt by the Partner to knowingly or falsely claim Expenses in breach of the HPC's Expenses Policy shall result in the termination of this Agreement without notice.

## **9. Conflicts of interest**

- 9.1 This Agreement shall not prevent the Partner from being employed by or providing any services to any third party provided that any such employment or services does not:
  - 9.1.1 cause a breach of any provision of this Agreement;
  - 9.1.2 impinge upon the Partner's ability to provide the Services; or
  - 9.1.3 place the Partner in a conflict of interest with the HPC.

9.2 A conflict of interest shall be deemed to arise, without limitation, where there is a material risk that Confidential Information of the HPC or any person it deals with might be disclosed or the affairs of the HPC or any such person might be otherwise adversely affected by the provision of services by the Partner to a third party.

## **10. Confidential Information**

10.1 In the course of providing the Services the Partner will have access to and be provided with information in respect of the affairs of the HPC and others, all of which information is or may be confidential. The Partner shall not make, except for the benefit of the HPC, any record of any Confidential Information and any such record shall be and remain the property of the HPC.

10.2 The Partner shall not at any time (except in the course of providing the Services) disclose or make use of any Confidential Information acquired in the course of providing the Services.

10.3 The Partner shall use all reasonable endeavours to prevent the unauthorised use or disclosure of any Confidential Information by others and shall immediately inform the HPC if the Partner becomes aware of the possession or use of any Confidential Information by any person not authorised to possess or use it.

10.4 The Partner shall not be in breach of this Clause if Confidential Information is disclosed by the Partner with the prior written consent of the HPC or in compliance with an order of a competent court.

10.5 The obligations in this Clause shall continue to apply after the termination of the other provisions of this Agreement but shall cease to apply to any information which may come into the public domain otherwise than by breach of the Partner's obligations under this Clause.

## **11. Intellectual Property**

The Partner agrees and acknowledges and that any Intellectual Property created by the Partner in the course of providing the Services and which relates to the affairs of the HPC shall be the property of the HPC.

## **12. Suspension and Termination**

12.1 The HPC may suspend the Partner from performing any Services under this Agreement if it has reasonable grounds to believe that the Partner:

12.1.1 has acted in a manner which may entitle the HPC to terminate the Agreement; or

- 12.1.2 has breached of the Code of Conduct for Partners; or
  - 12.1.3 is the subject of any of the provisions of Rule 8 of the Health Professions Council (Practice Committees and Miscellaneous Amendments) Rules 2009 (suspension of committee membership)
- 12.2 Subject to clause 12.3, this Agreement may terminated by either party giving to the other not less than three months' written notice.
- 12.3 The HPC may terminate this Agreement summarily without any requirement for notice if the Partner:
- 12.3.1 commits any serious breach of this Agreement or any obligation under it;
  - 12.3.2 performs the Services in an ineffective, incompetent or otherwise unsatisfactory manner;
  - 12.3.3 no longer satisfies a criterion for being a Partner, including but not limited to ceasing to practise or be permitted to practise a particular profession or ceasing to be within a particular category of person;
  - 12.3.4 refuses or fails within a reasonable time, and without providing notice of unavailability to the HPC, to provide any of the Services after receipt of a written request from the HPC to do so;
  - 12.3.5 acts in a manner which, in the reasonable opinion of the HPC, has brought or is likely to bring either the Partner or the HPC into disrepute or has or is likely to impair the Partner's ability to provide any of the Services to the HPC or to do so in any manner or at any time which the HPC shall reasonably have required of the Partner;
  - 12.3.6 is convicted of or accepts a caution for any criminal offence involving dishonesty, violence or sexual misconduct other than an offence that does not in the reasonable opinion of the HPC affect the Partner's position under this Agreement; or
  - 12.3.7 is subject to a determination by the HPC or any other regulatory or licensing body to the effect that the Partner's fitness to practise is impaired; or
  - 12.3.8 is the subject of any of the provisions of Rule 7 of the Health Professions Council (Practice Committees and Miscellaneous Amendments) Rules 2009 (termination of committee membership);

and in the event of such termination the Partner will not have any claim for damages or otherwise against the HPC in respect of such termination.

### **13. Ownership and delivery up of property**

13.1 All property of the HPC that comes into the possession or control of the Partner in the provision of the Services shall remain the property of the HPC.

13.2 At the request of the HPC or upon the termination of this Agreement (for whatever reason) the Partner shall immediately deliver up to the HPC all property belonging to or relating to the affairs of the HPC, including but not limited to any records, documents, software, keys and security passes which are in the Partner's possession or control.

13.3 The Partner's obligation under Clause 13.2 includes the return of all copies, drafts, reproductions, notes, extracts or summaries (however stored or made) of all documents or software.

### **14. Transfer, sub-contracting and third party rights**

14.1 This Agreement is personal to the HPC and the Partner neither of whom shall assign, novate, sub-contract or otherwise dispose of this Agreement.

14.2 No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 in connection with this Agreement.

### **15. Waiver**

Any failure or delay by the HPC in exercising any power or remedy provided to it by law or under this Agreement shall not be a waiver of that power or remedy.

### **16. Notices**

16.1 Except where this Agreement expressly provides otherwise, any notices and other communications required to be given by either party to the other shall be in writing and may be delivered or sent by first class post to the HPC (addressed to the Partner Manager) at its offices for the time being and to the Partner's last known address.

16.2 Any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice.

### **17. Entire agreement**

17.1 This Agreement constitutes the whole of the terms agreed between the parties in respect of the subject matter of this Agreement.

17.2 This Agreement shall be capable of being varied only by the written agreement of the parties.

**18. Governing law and jurisdiction**

This Agreement shall be governed by and construed in accordance with English Law. The parties agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute that may arise out of or in connection with this Agreement

SIGNED on behalf of the  
HEALTH PROFESSIONS COUNCIL

Authorised Signatory

SIGNED by [Partner]

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## Partner Code of Conduct

### Introduction

Partners work in several roles for the HPC. They make important and valuable contributions to HPC's decision-making processes by providing the following expertise:

- **Panel Members** and **Panel Chairs** together form Panels which conduct hearings and make other decisions in Fitness to Practise cases;
- **Legal Assessors** advise those participating in Fitness to Practise proceedings, ensure those proceedings are fair and legally compliant and help Panels to draft their decisions;
- **Registrant Assessors** and **Medical Assessors** provide professional expertise in Fitness to practise proceedings;
- **Visitors** evaluate and report on institutions providing and delivering (or proposing to provide and deliver) approved education and training;
- **Registration Assessors** assess registration applications to ensure that applicants meet the required standards of proficiency;
- **CPD Assessors** assess registrants' CPD submissions to ensure that they meet the relevant HPC standards.

HPC is an open and transparent organisation and Partners should be aware that high standards of conduct and personal integrity are essential to maintaining public confidence in the HPC.

In performing their roles, Partners are expected to maintain high standards of conduct. This Code of Conduct applies to all Partners and compliance with its terms is part of the contract between each Partner and the HPC. Partners must ensure that they are familiar with the Code and that their actions comply with its provisions.

## **The Code of Conduct**

### **General principles**

Partners are expected to act at all times in the manner of someone associated with a public regulatory body. They should refrain from any illegal, dishonest or unethical conduct at all times, not just when they are providing services to the HPC.

Partners must:

- act in good faith, with honesty, integrity and probity;
- promote the HPC's objective of protecting the public;
- comply with the seven principles of public life (set out below);
- treat others equally, fairly and with respect; and
- take personal responsibility for adhering to this Code of Conduct.

Partners must not:

- act in a manner which may bring HPC into disrepute; or
- misuse their position for personal gain or to promote their other interests.

### **Non Discrimination**

Partners must treat others with dignity and fairness. Partners must not unlawfully discriminate against anyone because of their religion, belief, race, colour, gender, marital status, disability, sexual orientation, age, social and economic status or national origin.

### **Conflicts of interests**

Partners must disclose any interest which they may have (or might be seen to have) in the outcome of any decision in which they are asked to participate. Partners must also disclose any interest that could otherwise prejudice any service they are asked to perform.

Partners must consider potential conflicts of interest at the earliest stage possible and declare any interest as soon as they realise it is necessary to do so. A Partner must not participate in any decision or perform any other service until the potential conflict is resolved.

Partners must recognise that:

- in dealing with conflicts of interest, the test to be applied is not whether an interest would influence their decision, but whether a member of the public, acting reasonably, may think that it might have such an influence;
- similar considerations apply to the interests of a spouse or close relative, as a member of the public, acting reasonably, may regard those interests as effectively being the interests of the Partner; and

- the key principle is the need for transparency in respect of any interest which may be regarded by a member of the public, acting reasonably, as potentially affecting the Partner's objectivity.

A Partner who is unclear about any potential conflict of interest should seek guidance from the HPC Partner Manager.

## **Confidentiality**

Partners must not disclose or make any other use of confidential information to which they have access other than for a proper purpose relating to the performance of services for the HPC or as required by law.

Partners must take appropriate steps to ensure that confidential papers and information are stored securely.

Partners must promptly notify the HPC Partner Manager of any breach in confidentiality of which they become aware.

A Partner who is unclear about the status of any information should seek guidance from the HPC Partner Manager.

## **Performance**

Partners must perform their services within the timescales set by the HPC and to a reasonable and appropriate standard.

A Partner who is unable to provide services which are requested by the HPC must notify the relevant HPC employee as soon as possible.

A Partner who is unable to provide services for a prolonged period should notify the HPC Partner Manager.

Partners must not perform services for the HPC:

- whilst on sickness leave or suspended from their employment (unless the employer has provided prior written consent);
- if they are subject to any fitness to practise, disciplinary or similar proceedings;
- in the case of Panel Members and Panel Chairs, if any provision of Rule 8 of the Health Professions Council (Practice Committees and Miscellaneous Amendments) Rules 2009 (suspension of committee membership) applies;
- in any other circumstances which would bring the HPC into disrepute.

## **Training**

Partners are expected to take full advantage of the training opportunities which the HPC provides to enable them to keep up to date with best practice.

Partners must complete their induction and refresher training and a Partner who fails to do so will not be permitted to perform services for the HPC until such time as the training has been undertaken.

A Partner who, without reasonable excuse, persistently fails to attend training is liable to have their contract terminated.

### **Performance review**

Partners must participate in the HPC's performance review system and comply with the associated procedures.

### **Fees and Expenses**

Partners must comply with the HPC's policies and procedures for the payment of fees and expenses.

### **Gifts and hospitality**

Partners must not accept any gift, hospitality or benefit from any person which might be perceived as being capable of improperly influencing any decision the Partner may make on behalf of, or any advice that the Partners may provide to, the HPC.

Partners are personally responsible for the decision to accept any gift, hospitality or benefit and must ensure that their decisions and advice are not improperly influenced by the promise or acceptance of any gift or other inducement.

A Partner who is unsure about the appropriateness of accepting any gift, hospitality or benefit should seek guidance from the HPC Partner Manager.

### **HPC employees**

Partners must respect all HPC employees and the roles they perform and treat them with courtesy and dignity at all times. It is expected that HPC employees will show the same consideration in return.

A Partner who wishes to commend the work of any HPC employee may speak to the employee concerned. However, a Partner who wishes to raise concerns about the behaviour or performance of an employee should not speak to the employee directly but inform the HPC Director or manager who is responsible for that employee.

### **Breach of the Code**

Compliance with the Code of Conduct is a contractual obligation.

Minor breaches of this Code will, in the first instance, be dealt with informally by the HPC Partner Manager in conjunction with the relevant HPC Director or manager.

Where there is evidence of a serious, deliberate or continued breach of this Code, formal action may be taken against the Partner concerned, including termination of the Partner's contract.

# **The Seven Principles of Public Life**

Published by the Committee on Standards in Public Life

[www.public-standards.gov.uk](http://www.public-standards.gov.uk)

## ***Selflessness***

Holders of public office should take decisions solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their family, or their friends.

## ***Integrity***

Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might influence them in the performance of their official duties.

## ***Objectivity***

In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.

## ***Accountability***

Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

## ***Openness***

Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.

## ***Honesty***

Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

## ***Leadership***

Holders of public office should promote and support these principles by leadership and example.

## **Partner complaints and appeals policy**

### **1 Purpose**

- 1.1 The primary aim of the Partner Complaints Procedure is to help and encourage all partners to achieve and maintain acceptable standards of conduct and performance when providing their services to the HPC and acting on behalf of the HPC.
- 1.2 The HPC, as a statutory body, has a responsibility to advise partners when their conduct, behaviour or competence falls below the standard expected of them. To facilitate this, the following procedures shall apply.
- 1.3 This procedure is designed to ensure that the standards established by the HPC are adhered to by all partners and that partners are dealt with fairly and consistently if they fail to meet those standards. It is hoped that acceptable standards can be achieved by informal discussion, but this procedure does provide for termination of Partner Agreements where there is consistent or repeated failure to achieve and adhere to those standards.
- 1.4 The HPC wishes to provide fair and non-discriminatory process through which allegations relating to sub-standard performance or unprofessional behaviour can be considered and appropriately handled. The formal procedure will be used only when necessary. Whenever possible, informal methods will be used to assist partners achieve and maintain acceptable standards.
- 1.5 The terms of this procedure do not form part of the Partner Agreement between you and the HPC.
- 1.6 The standards with which partners are expected to comply are those set out in the Partners Code of Conduct, Partner Agreement, and Partners Role Brief, not the 'HPC Standards'.

### **2 Principle and policy**

- 2.1 Before taking action under the Partner Complaints Procedure, a complaint must be received in writing.
- 2.2 This procedure is designed to establish the facts quickly and to assist the HPC to deal consistently with standards issues. All complaints will be investigated by the HPC. This procedure may be implemented at any stage if the complaint received indicates that immediate formal action is appropriate in the circumstances.

- 2.3 The HPC is committed to an equality of opportunity and to providing a working environment that is free of discrimination for its employees and all other organisations with which the HPC works. Partners are therefore required to treat all HPC employees and all other organisations with which the HPC works with dignity and respect.
- 2.4 All partners should familiarise themselves with the HPC's Partner Code of Conduct, which outlines the standards partners are expected to achieve. The Code is not exhaustive or comprehensive. It will be subject to review and amendment from time to time. Partners are expected to comply with the Code in the provision of their services to the HPC.
- 2.5 The HPC will endeavour to provide guidance to partners to enable them to meet the standard expected by the HPC and to provide their services in a competent and effective manner. If partners fall short of those standards, this will be notified to them by way of this procedure, either informally or formally. There are times when the HPC will have to take formal steps to ensure acceptable standards are achieved and maintained. Where appropriate, such formal steps may necessitate termination of the relevant Partner Agreement.
- 2.6 If a Partner Complaint is received relating to a partner's fitness to practise this will be reported directly to the Fitness to Practise Department.

### **3 Responsibilities**

- 3.1 Partners are expected to provide their services with competence and with professionalism at all times. Partners should behave towards each other with respect and should work co-operatively together to ensure effective operation of the organisation.
- 3.2 The relevant Head of Department in conjunction with the Partner Manager will be responsible for dealing with complaints by way of the informal or formal procedure. Should there be a potential conflict of interest the Head of Department may, at their discretion, delegate this responsibility to another Head of Department or another designated individual within the HPC, who will deal with the complaint on their behalf.
- 3.3 The Partner Manager will assist the Head of Department in dealing with complaints made under this procedure and with all steps taken under this complaints procedure.

### **4 Making a complaint**

- 4.1 Complaints under this procedure relating to a partner's behaviour should be made to the Partner Manager, either verbally or in writing.
- 4.2 If necessary, the Partner Manager reserves the right to:
  - ask that a verbal complaint is confirmed in writing;

- delegate any step of this procedure to the relevant Head of Department;
- request that the complainant provide further and/or sufficient written information to facilitate an investigation; and
- take informal or formal action under this procedure, as appropriate.

## **5 Informal procedure**

- 5.1 If the Partner Manager (or Head of Department) becomes aware of a failure to achieve acceptable standards or a lack of professionalism. In the provision of services, and if appropriate, in the first instance they will contact the partner to discuss this informally. Such discussion will include an exploration of any factors that may be affecting the partner and impacting upon the achievement of acceptable standards. Clarification of the partner's role will be provided and training offered if necessary.
- 5.2 The Partner Manager (or Head of Department) will make a written note on the partner's file of the complaint received (if any), details of the lack of standard or professionalism and any action agreed with the partner by way of remedy.
- 5.3 The Partner Manager will continue to monitor and review the situation to ensure acceptable standards are achieved or will provide training or support as appropriate. However, if the partner does not meet the standard required by the HPC despite the HPC's guidance and assistance, it will be appropriate to commence the formal procedure.

## **6 Formal procedure**

- 6.1 If a complaint of a more serious nature is made against a partner, or if a partner consistently fails to achieve acceptable standards of performance as required by the HPC in the provision of the services, the formal procedure shall be invoked.
- 6.2 The Head of Department, in conjunction with the Partner Manager, will investigate any allegation of unprofessional behaviour or sub-standard provision of the services. This will include interviewing any witnesses and drawing together any relevant information. Confidentiality will be maintained as far as possible. An investigation is intended to assist the Head of Department establish a fair and balanced view of the facts.
- 6.3 As part of this investigation the Head of Department, in conjunction with the Partner Manager, will write to the partner outlining relevant details of the allegation and a full summary of any complaint received. The Head of Department will either ask for the partner's written comment by way of response or request a meeting to discuss this issue further.
- 6.4 The Head of Department, in conjunction with the Partner Manager, will inform the partner in writing of the decision reached and of any action the Head of Department believes is appropriate in the circumstances.

- 6.5 The Head of Department will make a note on the partner's file of the allegation, any evidence considered, the decision reached and the reasons for that decision, and any action taken (such as recommendation to attend additional training and/or timeframe for improvement).
- 6.6 The decision reached by the HPC will depend upon the nature of the allegation. Discussions and/or meetings with the partner during the progress of the Complaints Procedure will enable the HPC to determine an appropriate outcome, such decision being related to the nature of the allegation. However, depending upon the seriousness of the allegation one possible outcome may be termination of the Partner Agreement.
- 6.7 Partners have the right of appeal against a Head of Department's and Partner Manager's decision.
- 6.8 Depending upon the nature of the complaint received the HPC reserves the right to not use a partner pending outcome of an investigation. If so, this will be confirmed to them in writing.

## **7 Right of appeal**

- 7.1 If the partner is dissatisfied with the decision reached by the Head of Department at the conclusion of the formal procedure, they should submit a written appeal to the HPC's Chief Executive (or other individual as directed by the Chief Executive) within 10 working days of the date of the Head of Department's decision letter.
- 7.2 The appeal letter should clearly set out the grounds of appeal.
- 7.3 If the partner wishes to meet with the Chief Executive to discuss their appeal, this should be confirmed in the appeal letter. If so, the Chief Executive will arrange to meet the partner, usually within 15 days of the date of the appeal letter.
- 7.4 In relation to documents to be considered at the appeal meeting, at least five days prior to the date of the meeting both the partner and the Chief Executive should provide to the other copies of any documents to which they wish to refer.
- 7.5 Prior to the appeal meeting the Chief Executive will review the information gathered as part of the Partner Manager's investigation and the decision reached by the Head of Department.
- 7.6 At the appeal hearing the partner should verbally explain the grounds of appeal. The Head of Department will then explain the basis for the decision reached at the conclusion of the formal procedure.
- 7.7 Partners who wish to be accompanied at the appeal meeting by another HPC Partner (excluding legal assessors) should notify the Chief Executive of the identity of their companion at least five days prior to the date of the appeal meeting (if any is held). However, companions cannot answer questions on the partner's behalf nor act as representative for the partner.

Acting as a companion is voluntary and partners are under no obligation to act as a companion. Partners are not entitled to legal representation and/or advice at appeal meetings. The role of a companion is to provide support to the partner.

7.8 Within 15 working days of the appeal meeting, the Chief Executive will inform the partner in writing of the appeal process.

7.9 There will be no further right of appeal and the procedure will be exhausted at the conclusion of the appeal stage.

## **8 Documentation**

8.1 Partners should note that any documents considered as part of the complaints procedure (informal or formal) or the appeal process may be submitted to external agencies if appropriate. This may include the police, HMRC or otherwise as required by law.

## **9 Timeframes**

9.1 The HPC will endeavour to comply with the timeframes set out. However, on occasion it may be necessary to extend timeframes. When timeframes are extended the HPC will notify the partner and keep the partner informed of the progress of the procedure.

## **10 Confidentiality**

10.1 The HPC aims to deal with all complaint matters sensitively and with due respect for the privacy of any individuals involved. All partners are required to treat as confidential any information communicated to them in connection with an investigation.

10.2 Partners and their companions are not permitted to make any electronic recordings of meetings held under this procedure.

## **11 Meetings**

11.1 Should a partner fail to attend a meeting with the HPC when requested to do so as part of this procedure, a decision may be made in the partner's absence.

## **12. Review**

12.1 The Partner Manager will review this policy annually and may amend it from time to time.