

## **Memorandum of understanding between the Dentists' Health Support Trust and the General Dental Council**

### **1. Purpose**

- 1.1. This memorandum of understanding (MOU) sets out the framework for the working relationship between the Dentists' Health Support Trust (DHST) and the General Dental Council (GDC) (together referred to as "the signatories").
- 1.2. It is intended to inform our staff and the public about how we relate to each other and will work together, and to ensure that effective channels of communication are maintained between us when information needs to be exchanged.
- 1.3. This MOU is not intended to be a contract in law and does not give rise to any contractual rights or liabilities. It does not override the signatories' statutory responsibilities or functions, nor does it infringe their autonomy or accountability.

### **2. Role and responsibilities**

- 2.1. The roles and responsibilities of the signatories are set out in appendix 1.

### **3. General principals**

- 3.1. The following general principles will underpin our working relationship – we need to:
  - 3.1.1. Make independent decisions that promote public and patient safety.
  - 3.1.2. Recognise each other's statutory responsibilities and respect each other's independent status.
  - 3.1.3. Collaborate and cooperate with each other where relevant and appropriate.
  - 3.1.4. Promote public confidence in both organisations.
  - 3.1.5. Be open and transparent in our communications with each other.
  - 3.1.6. Use our resources efficiently and effectively.

3.1.7. Identify gaps and overlaps in our activities and information gathering, and discuss them with a view to agreeing how best to address them.

3.2. We will share information in accordance with the law. Full details of how we will share information are set out in our information sharing agreement at appendix 2.

#### **4. Areas for liaison**

##### **4.1. Cross referral of concerns**

4.1.1. Where the DHST or the GDC encounters concerns which it believes may fall within the remit of the other, either will at the earliest opportunity provide the other with details of the concerns and supporting information. In the interests of patient safety, the referring organisation will not wait until they have completed their own review or investigation.

4.1.2. In particular, the DHST will refer to the GDC:

4.1.2.1. Any concerns and/or relevant information about a GDC registrant which may call into question his or her fitness to practise.

4.1.2.2. Any concerns and/or relevant information about an organisation that may call into question its suitability as a learning environment for students seeking to become GDC registrants.

4.1.2.3. Any concerns and/or relevant information relating to the delivery of dental care at an organisation that may call into question the robustness of its dentistry leadership.

4.1.3. The DHST will provide the GDC with the necessary information and documentation on which the referral is based, and any additional information and documentation reasonably requested by the GDC. It will recognise that the GDC is best placed to determine what may reasonably be required in order to investigate allegations of impairment of fitness to practise or to carry out its regulatory functions regarding education.

4.1.4. Where the GDC is investigating the fitness to practise of an individual or individuals, it will normally disclose to them all documents it has received.

4.1.5. In particular, the GDC will signpost to the DHST and their programme:

4.1.5.1. Any GDC registrant or dental student who is suffering from a health problem, including drug and alcohol addictions who may find the service beneficial. Signposting will be limited to providing

the GDC registrant or dental student with contact details of the DHST. They will provide them with an opportunity to access advice and support on a range of health related disorders including but not limited to stress, mental illness, substance misuse, food disorders and neurological, all of which might impact the individual's fitness to practise.

4.1.5.2. The GDC pursues cases of a serious nature. These include the risk of or actual:

- Significant harm;
- Criminal conduct;
- Health issue/s;
- Fraud;
- Serious clinical issue/s;
- Scope of practice (for example, providing teeth whitening when this is not within their scope of practice); or
- Cross infection concerns

to themselves, patients or the public.

4.1.5.3. The DHST will in the first instance facilitate the registrant referring him or herself to the GDC. The DHST will co-sign a template referral letter [appendix 4] with the registrant and send it to the GDC on their behalf. If the registrant will not self-refer, the DHST will make the referral in their name using the template letter at appendix 5.

4.1.5.4. Some examples of the types of issues the GDC is able to investigate are:

- Serious or repeated mistakes in patient care;
- Failure to respond reasonably to a patient's needs, including referring for further investigations where necessary;
- Serious health concerns/health concerns that would put patients at risk;
- Violence, sexually motivated or indecent behaviour;
- Fraud;
- Any serious criminal offences or criminal offence under the Dentists Act;
- Discrimination against patients, colleagues or others;
- Serious breaches of a patient's confidentiality or data protection requirements; and
- Serious concerns about knowledge of the English language.

4.1.5.5. Using the GDC self-triage web form may also provide a useful steer. This can be found at: <https://contactus.gdc->

[uk.org/Complaint/Process/1](http://uk.org/Complaint/Process/1).

4.1.5.6. The GDC can, with the registrant's consent, similarly refer registrants they may have a concern about, directly to the DHST for the registrant to access the programme.

#### 4.2. Investigations and inquiries relevant to both organisations' functions

4.2.1. It is possible that investigations by the GDC and support given by the DHST to a registrant could coincide. Where this is the case they will cooperate closely with each other where needed. They will plan activities so that they are complementary, keep each other informed of developments where appropriate, and share information within terms of the information sharing agreement. The GDC will only share information in relation to fitness to practise cases where the registrant is also engaged with DHST and preferably, where the registrant has given their consent to do so. They must ensure not to contaminate evidence or breach any common law or duty of confidentiality.

#### 4.3. Joint working

4.3.1. The signatories may, by agreement, undertake joint work, during which they will retain and act in accordance with their own powers and remit. Details of such agreements will be set out in writing.

#### 4.4. Other information sharing

4.4.1. Other examples of how the signatories will collaborate and share information include:

4.4.1.1. Sharing information on strategic and policy developments which may impact on each other's work.

4.4.1.2. Sharing information about trends, data approaches and initiatives which may be of interest to each other.

4.4.1.3. Collaborating on relevant external communication.

### 5. Key contacts, relationships, and dispute resolution

5.1. Details of key contacts are set out in appendix 3.

5.2. The signatories will maintain regular contact through formal and informal meetings at all levels (including senior level) as appropriate. This will be kept under review by the officers with responsibility for this MOU, as set out in appendix 3.

5.3. In the event of any dispute, representatives of the signatories agree to discuss how best to resolve the issues at an appropriate level. This

discussion should take place within 14 days of any dispute where possible. If this does not resolve the dispute, the issue will be referred to the Chief Executives / Chair (DHST) of the signatories, who shall endeavour to agree an appropriate resolution within 14 days of the matter being referred to them.

## 6. Duration and review

6.1. This MOU will be effective from 21<sup>st</sup> September 2018. It is not time limited and will continue until varied or otherwise as agreed by the signatories.

6.2. The appendices to this MOU may be reviewed and amended without amendment to this MOU.

6.3. The MOU and its appendices may be reviewed at any time at the request of either party. Additionally, the MOU and its appendices will be reviewed every 12 months, to ensure that they remain accurate and relevant. Details of who is responsible for carrying out the review are set out in the key contacts information at appendix 3.

Signed:  .....

John Cameron  
Chair of the Dentists' Health Support Trust  
Dentists' Health Support Trust and Programme

Date: 18<sup>th</sup> September 2018

Signed:  .....

Ian Brack  
Chief Executive  
General Dental Council

Date: 8 October 2018

## Appendix 1: Roles and responsibilities

### 1. The GDC

1.1. The GDC is the independent statutory body with responsibility for regulating dental professionals in the United Kingdom. The following professionals must all be registered with the GDC in order to be able to work in the UK:

- 1.1.1. Dentists
- 1.1.2. Dental nurses
- 1.1.3. Clinical dental technicians
- 1.1.4. Dental technicians
- 1.1.5. Dental hygienists
- 1.1.6. Dental therapists
- 1.1.7. Orthodontic therapists

1.2. The GDC's purpose is to protect the public by regulating dental professionals. It does this by:

- 1.2.1. Registering qualified dental professionals
- 1.2.2. Setting and enforcing standards of dental practice and conduct
- 1.2.3. Protecting the public from illegal practice
- 1.2.4. Assuring the quality of dental pre-registration education and training
- 1.2.5. Ensuring that dental professionals keep their knowledge and skills up to date
- 1.2.6. Investigating and acting upon complaints received about the fitness to practise of registered dental professionals
- 1.2.7. Helping patients and the profession to resolve complaints about private dentistry

1.3. Effective regulation of dental professionals enhances public safety, improves the quality of dental care, and helps ensure public confidence in the dental professions and dental regulation.

1.4. The GDC aims to regulate in a way that is proportionate, accountable, transparent, consistent, targeted, and responsive to changing demands, risks and priorities.

1.5. The GDC is governed by the Dentists Act 1984 and various statutory instruments, full details of which are set out at <https://www.gdc-uk.org/about/who-we-are/governance>.

### 2. The DHSP

2.1. The Dentists' Health Support Programme (DHSP), which is managed by the Dentists' Health Support Trust (DHST) offers dentists in difficulty an opportunity to remedy their health problems, get their life back on track and, where possible, back into practice. The DHST is a charity and is funded by the generosity of the profession.

- 2.2. The programme provides a number of activities including: responding to enquiries, which may lead to intervention, assessments and treatment pathways followed by ongoing monitoring and support. This support is extended to families and colleagues of the dental professional in difficulty. A vital role is that of case-management where the coordinators take responsibility for liaison between health and other professionals involved in the dental professional's treatment/support.
- 2.3. Another essential component of their role is to educate and raise awareness within the profession regarding the reality of mental illness and addiction issues among members of the profession. All enquiries are logged in a data gatherer from which data can be extracted and examined, allowing us to objectively consider patterns of behaviour and presenting conditions within the dental profession.

**Appendix 2: Information sharing agreement  
Dated 18<sup>th</sup> September 2018**

**Between**

- (1) The General Dental Council (the **GDC**)
- (2) Dentists' Health Support Trust and Programme (the **DHST&P**)  
(collectively, the **Parties**)

**Background**

- (A) The Parties each collect and hold information, including Personal Data, as part of their statutory and charitable functions, respectively.
- (B) The Parties have agreed a Memorandum of Understanding (**MOU**) setting out a framework for the sharing of information, including Personal Data, to enable each Party to fulfil its functions.
- (C) The Parties now wish to enter into this Information Sharing Agreement (**Agreement**) to record their obligations in respect of the sharing of information, including Personal Data and Special Categories of Personal Data.

**1 DEFINITIONS**

1.1 In this Agreement, the terms below shall have the following meanings:

Data Controller	means a "data controller" for the purposes of the DPA and a "controller" for the purposes of the GDPR (as such legislation is applicable)
Data Protection Legislation	shall mean the DPA, the GDPR (as applicable) and any other laws relating to the protection of personal data and the privacy of individuals
DPA	the UK Data Protection Act 2018
FOIA	the Freedom of Information Act 2000
GDPR	the General Data Protection Regulation (EU) 2016/679
Information Provider	the Party providing information under this Agreement
Information Recipient	the Party receiving information under this Agreement



Personal Data	means “personal data” (as defined in the Data Protection Legislation) that are Processed under this agreement
Processing	has the same meaning as in the Data Protection Legislation and “Process” and “Processed” shall be construed accordingly
Special Categories of Personal Data	has the meaning set out in Sections 10 and 11 of the DPA and Article 9 of the GDPR

## **2 PURPOSE**

- 2.1 Personal Data shall only be transferred by the Information Provider to the Information Recipient where such Data is relevant to the Information Recipient’s functions, as described in the MOU (the **Purpose**).
- 2.2 Any Personal Data transferred under this Agreement shall only be used by the Information Recipient for the Purpose and may not be used by the Information Recipient for any other purpose.

## **3 LEGAL BASIS**

- 3.1 The Information Provider may only share Personal Data with the Information Recipient where such sharing complies with the Data Protection Legislation, the Human Rights Act 1998, the common law duty of confidence and all other applicable laws.
- 3.2 General Dental Council (GDC)
  - 3.2.1 The GDC is a statutory corporation established under the Dentists Act 1984. Its principal purpose is the protection of the public through the promotion of high standards (i) in all stages of dental education, and (ii) of professional conduct among dental professionals.
  - 3.2.2 In order to fulfil its statutory functions, the GDC collects and retains Personal Data, including Special Categories of Personal Data, relating to dental professionals, patients and other individuals.
- 3.3 Dentists’ Health Support Trust and Programme (DHST&P)
  - 3.3.1 The Dentists’ Health Support Trust was established in 1991 and runs the Dentists’ Health Support Programme. The Trust is a registered charity (1003819). It is registered and regulated by the Charities Commission in accordance with the Charities Act 2006. Its purpose is to support dentists, dental care professional and dental students with health, alcohol and drug issues with the purpose of assisting them back to practice.
  - 3.3.2 In order to fulfil its charitable purpose, the DHSP collects and retains Personal Data, including Special Categories of Personal Data, relating to dental professionals and other individuals.

#### **4 RESPONSIBILITIES OF THE PARTIES**

- 4.1 The Parties agree that each shall act as an independent Data Controller for any Personal Data transferred under this Agreement.
- 4.2 In respect of any Personal Data transferred under this Agreement, each Party shall:
- 4.2.1 ensure that such Personal Data is processed in accordance with the Data Protection Legislation and all other applicable law; and
  - 4.2.2 comply at all times with the information governance arrangements set out in Clause 7 of this Agreement.

#### **5 DESCRIPTION OF THE INFORMATION**

- 5.1 The information to be transferred under this Agreement shall be limited to the information set out in Schedule 1.

#### **6 TRANSFER OF INFORMATION**

- 6.1 Information may only be transferred between the Parties in accordance with this Clause 6.
- 6.2 The Information Provider shall:
- 6.2.1 promptly provide to the Information Recipient all Personal Data and any other information that the Information Provider reasonably considers may be relevant to the Purpose; and
  - 6.2.2 respond to any specific written request for information from the Information Recipient [made in the format set out in the Schedule 1 of this Agreement] promptly and in any event within five working days.
- 6.3 In all cases where Personal Data and Special Categories of Personal Data are being transferred under this Agreement, and in the case of other information where agreed between the Parties, the Information Provider must ensure that the information transferred is:
- 6.3.1 done so using secure email/file transfer.
- 6.4 The Information Provider gives no warranty that the information being transferred meets any quality standard or is free from errors.
- 6.5 Nothing in this Agreement shall be interpreted as compelling the Information Provider to disclose any Personal Data/Special Categories of Personal Data to the Information Recipient.

## **7 INFORMATION GOVERNANCE ARRANGEMENTS**

### **7.1 Security**

- 7.1.1** The Information Recipient shall ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of the Personal Data/Special Categories of Personal Data and against accidental loss or destruction of, or damage to, the Personal Data/Special Categories of Personal Data.
- 7.1.2** The Parties agree to comply with all their own policies on data protection and records management in respect of all information transferred under this Agreement.

### **7.2 Retention and disposal**

- 7.2.1** Personal Data/Special Categories of Personal Data transferred under this Agreement shall be retained by the Information Recipient only for so long as is required for the Purpose.
- 7.2.2** At the end of the period specified in Clause 7.2.1, the Information Recipient must either (i) securely dispose of all Personal Data/ Special Categories of Personal Data, or (ii) return such Personal Data to the Information Provider.
- 7.2.3** In the event that the Parties agree to terminate this Agreement or the MOU, the Information Recipient shall return all Personal Data/ Special Categories of Personal Data to the Information Provider.

### **7.3 Access to information**

- 7.3.1** The Parties acknowledge that each is subject to the FOIA and that requests for information transferred under this Agreement may be received by either Party under either the FOIA or the GDPR/DPA. The Parties shall co-operate with each other to ensure that each can comply with their respective obligations under the GDPR/DPA and the FOIA.
- 7.3.2** Where the Information Recipient receives a request under either the GDPR/DPA or FOIA for information that has been transferred by the Information Provider, the Information Recipient shall inform the Information Provider promptly of the request.

**8 REVIEW**

8.1 This Agreement shall be subject to review every 12 months from the date on the front page of this Agreement in accordance with the terms of the MOU.

Signed: 

John Cameron  
Chair of the Dentists' Health Support Trust  
Dentists' Health Support Trust and Programme

Date: *18<sup>th</sup> September 2018*

Signed: 

Ian Brack  
Chief Executive  
General Dental Council

Date: *8 October 2018*

### Appendix 3: Key contacts

Function	GDC	Dentists' Health Support Trust
<p>Officer with operational responsibility for this MOU, including reviews</p>	<p>John Cullinane, Head of Casework Progression</p> <p>GDC 37 Wimpole Street, London W1G 8DQ</p> <p>0207 167 6227 jcullinane@gdc-uk.org</p> <p>www.gdc-uk.org</p>	<p>John Cameron Chairman</p> <p>Institute of Dentistry, School of Medicine, Medical Sciences &amp; Nutrition University of Aberdeen, Foresterhill Campus Cornhill Road, Foresterhill Aberdeen AB25 2ZR</p> <p>dentistsprogramme@gmail.com</p> <p>dentistshealthsupporttrust.org</p>

## **SCHEDULE 1: DESCRIPTION OF THE INFORMATION TO BE SHARED**

This schedule should be read in conjunction with the Memorandum of Understanding and the Information Sharing Agreement in place with the named organisation.

The schedule has been formulated to facilitate the exchange of information between the parties. Any information being shared must be proportionate and no more than necessary for the purpose for which it is being shared.

Information may not be shared where disclosure would prejudice ongoing proceedings or sensitive cases unless there is an overriding public interest requirement to do so.

The attached precedents should be used when sharing or requesting information.

### **1. Information which the General Dental Council (GDC) may, on a case by case basis, share with the Dentists' Health Support Trust (DHST) is:**

#### **1.1 Personal Data and Special Categories of Personal Data including:**

- a) name;
- b) date of birth;
- c) registered address;
- d) GDC registration number;
- e) registration status;
- f) contact details and/or email address;
- g) ethnicity/nationality;
- h) details of complaints/concerns raised;
- i) details of on-going investigations;
- j) details of offences alleged to have been committed;
- k) details of convictions;
- l) fitness to Practise (FTP) history;
- m) employment details;
- n) details of any health or self-declaration obtained/received;
- o) details of any declaration provided by a character or identity referee received;
- p) indemnity/indemnity declaration status; and
- q) photographic identity/evidence documentation received.

1.2. Any other information that the GDC reasonably believes may fall within the remit of the Dentists' Health Support Trust.

### **2. Information which the Dentists' Health Support Trust may share with the GDC is:**

2.1. The Dentists' Health Support Trust and Programme (DHST&P) may provide reports to Fitness to Practise Panels including when the GDC places conditions upon a registrant's registration or the registrant and the GDC agree to undertakings related to a registrant's ongoing registration. The DHST&P confirm that conditions or undertakings could include registrants maintaining contact and fully engaging with the DHST&P. The DHST&P confirms that if a dentist on the DHSP fails to cooperate with the Programme, the DHST&P may require the registrant to self-refer to the GDC and if the registrant fails to do so the DHST&P will refer the registrant. All actions of the DHST&P will be made in the best interests of patients and patient safety.