

Memorandum of Understanding between the Joint Council for Cosmetic Practitioners and the General Pharmaceutical Council

Introduction

The purpose of this Memorandum of Understanding is to set out a framework between the General Pharmaceutical Council (GPhC) and the Joint Council for Cosmetic Practitioners (JCCP) to ensure that: effective channels of communication and information sharing are established and maintained between the GPhC and the JCCP, to promote patient safety and high-quality services for patients receiving non-surgical aesthetic treatments (including hair restoration surgery)

where appropriate and necessary, the processes and procedures adopted by the JCCP and the GPhC, with regard to matters of 'fitness to practise' for pharmacy professionals or fitness of pharmacy owners involved in the provision of non-surgical aesthetic treatments, are aligned to promote patient safety and public protection.

The memorandum of understanding (MoU) outlines the basis of cooperation between JCCP and the GPhC, and supports the GPhC's role as the principal regulator responsible for inspections of registered pharmacies, and regulating pharmacy professionals.

The aims of this MoU are to:

- maintain patient safety and confidence in pharmacy services and pharmacy professionals
- support the sharing of information, intelligence, expertise and experience
- contribute to improving the regulatory oversight of pharmacy activities
- define the circumstances in which the two organisations will act independently

This MoU is a statement of principle; more detailed operational protocols and guidance will be developed, as and when these are required.

This MoU applies to Great Britain only and is intended to provide a framework to assist the joint working of the two organisations to ensure maximum effectiveness and efficiency when carrying out investigations. The MoU includes practical arrangements designed to ensure the relationship is effective and that together both organisations meet their aims and objectives, particularly when there are overlapping interests and responsibilities.

Although the JCCP and the GPhC agree to adhere to the contents of this MoU, it is not intended to be a legally binding document. It does not override the organisations' statutory responsibilities or functions, nor infringe the autonomy and accountability of JCCP and the GPhC.

Roles and responsibilities

This memorandum relates to the areas of interface between the GPhC and the JCCP, it clarifies respective roles and responsibilities and outlines mechanisms in place to promote effective liaison.

The agreement does not affect existing statutory functions or amend any other policies or agreements relating to the activities of the GPhC and the JCCP.

This Memorandum of Understanding does not override the statutory responsibilities and functions of the GPhC and is not enforceable in law. However, the GPhC and the JCCP agree to cooperate to deliver and (wherever practicably possible) adhere to the principles set out in this Memorandum of Understanding.

This Memorandum of Understanding pursues its purpose by setting out a framework to support a productive working relationship between the JCCP and the GPhC.

Functions of the GPhC and the JCCP

The GPhC is the independent regulator for pharmacists, pharmacy technicians and pharmacy premises in England, Scotland and Wales. Its role is to protect, promote and maintain the health, safety and wellbeing of patients and the public who use pharmacy services in England, Scotland and Wales by upholding standards and public trust in pharmacy.

The functions of the GPhC are set out in the Pharmacy Order 2010 and include:

- setting standards for the education and training of pharmacists and pharmacy technicians and approving and accrediting their qualifications and training
- maintaining a register of pharmacists, pharmacy technicians and pharmacies
- setting the standards of conduct, ethics and performance that pharmacy professionals have to meet throughout their careers
- setting the standards of continuing professional development that pharmacy professionals have to achieve throughout their careers
- investigating concerns that pharmacy professionals are not meeting the GPhC's standards, and taking action to restrict their ability to practise when this is necessary to protect patients and the public
- setting standards for registered pharmacies which require them to provide a safe and effective service to patients
- inspecting registered pharmacies to check if they are meeting our standards

The JCCP is a recognised self-regulator of the non-surgical aesthetic industry in England and acts as a point of access for the public seeking information about this area of practice and, where appropriate, for raising issues of concern about practitioners. The JCCP places public protection and patient safety as the focus of its activities.

JCCP practitioner registrants and associated education and training providers will be accredited and approved by the JCCP as meeting the highest standards of quality by ensuring that all parties who have been admitted to the JCCP's Registers have met the agreed industry qualifications and benchmarks and abide by the standards of practice and behaviour as determined by the Cosmetic Practice Standards Authority (CPSA) and the JCCP.

The JCCP will operate two registers which relate to cosmetic-related practice and education and training. The two registers will consider the following:

- the accreditation of practitioners who deliver non-surgical aesthetic and hair restoration surgical treatments against an agreed set of national educational, clinical and practice based standards
- the approval of education and training providers who deliver education and training programmes, accreditation and services for practitioners that accord with JCCP standards

These registers are voluntary and not mandatory. The JCCP Practitioner Register has been approved by the Professional Standards Authority under its accreditation of registers procedure. JCCP have powers to conduct fitness to practise examinations in respect of their own register.

Principles of co-operation

The JCCP and the GPhC intend that their working relationship will be characterised by:

- making decisions that promote patient and public safety
- sharing information, intelligence, expertise and experience
- cooperating openly and transparently with the other organisation
- respecting each other's independent status
- using resources effectively and efficiently

Key contacts

Details of key contacts within the JCCP and the GPhC are contained in appendix A.

Areas of cooperation

Where the JCCP encounters any concern which it believes falls within the remit of the GPhC, they will, at the earliest opportunity, convey the concern and relevant information to a named individual with relevant responsibility at the GPhC. In the interests of patient safety, the referring organisation will not wait to share concerns until its own investigation into registrant-related complaints has concluded.

In particular, the JCCP will refer to the GPhC:

Concerns and relevant information about a pharmacy professional which may call into question their fitness to practise in the applied area of non-surgical cosmetic practice (including hair restoration surgery) where a satisfactory resolution through the pharmacy professional's employer has not been achieved.

Concerns and relevant information about pharmacy premises which may call into question systemic failings and/or whether the pharmacy owner is fit to own a registered pharmacy.

The Pharmacy Order 2010 sets out the GPhC's duty to protect the public who use pharmacy services and the services provided by pharmacy professionals. To facilitate this work, it is important that intelligence held by JCCP that could indicate that a pharmacy professional's fitness to practise is impaired or that a pharmacy's service(s) pose a risk to the people using pharmacy services and the public, is shared with the GPhC on a timely basis.

Sharing Information

Both organisations hold and use sensitive information about organisations and individuals to perform their core functions. It is vital that such information is on occasion, where it is in the public interest, shared between the organisations if they are to perform their functions effectively. The organisations recognise that this exchange of information needs to be carried out responsibly and within the guidelines set out in this MoU.

Both organisations are subject to the duty of confidentiality owed to those who provide them with confidential information and the confidentiality and security of this information will be respected. It is understood by both organisations that statutory and other constraints on the exchange of information will be fully respected, including the requirements of data protection legislation (including the Data Protection Act 2018 and the General Data Protection Regulation (EU 2016/679)), the Human Rights Act 1998 and the common law duty of confidentiality.

Both organisations recognise their respective responsibilities as data controllers under data protection legislation and as public bodies under the Freedom of Information Act 2000 (FOIA).

Where information shared under this MoU falls within the scope of a request for information under either FOIA or data protection legislation, the organisation receiving the request will consult the other party before any disclosure is made.

Both organisations are committed to the principle of using information more effectively to reduce the burden of administration and regulation.

Where it supports the effective delivery of their respective roles and responsibilities, and the aims of this MoU, both organisations will explore systematically and routinely sharing specific data sets to the extent possible by law. Where such data sets are identified, both organisations agree to develop a formal information sharing agreement.

The GPhC routinely publishes information about the sanctions it has imposed when pharmacists and pharmacy technicians are not fit to practise, and intends to publish its assessment of registered pharmacies' compliance with its standards.

The GPhC agrees to share more detailed information supporting its assessments where this is requested. Requests for information should be sent to the contact specified below.

Enforcement

Where either organisation has taken or intends to take enforcement action, the outcome of which is relevant to the other organisation, details will be shared at the earliest possible opportunity.

Communication

Areas of communication between the organisations include, but are not limited to:

- Sharing of expertise and experience
- Discussions about strategy and policy
- Discussions about individual pharmacy professionals, pharmacy owners and pharmacy premises
- Sharing experiences of investigations or trends
- Sharing information about potential media interest, or when the media have actively shown an interest, on an issue of relevance to both organisations
- Sharing views and information about how improved performance might be encouraged.

Disclosures from either organisation to the other will be regularly monitored to ensure that arrangements are working effectively.

Governance

The effectiveness of the working relationship between the JCCP and the GPhC will be ensured through regular contact, both formally and informally, at all levels up to and including senior executives of the respective organisations.

The GPhC and the JCCP will monitor and review information shared and the impact of the MoU on a regular basis. In future, this may include the production of periodic monitoring reports that cover the frequency, or number, of interactions, the nature of the shared information and joint working and the impact that the cooperation of the two organisations has had.

Should any difficulties arise between the JCCP and the GPhC these will normally be resolved at the operational level. If this is not possible, unresolved issues may be referred upwards through those responsible for operating this MoU, up to and including the chief executive / managing director of each organisation, who will be jointly responsible for ensuring a mutually satisfactory resolution.

Duration and review

This MoU is not time-limited and will continue to have effect until the principles described need to be altered or cease to be relevant. It will be reviewed annually but it may be reviewed more urgently at any time at the request of either party.

Both organisations have identified a person responsible for the management of this MoU in Appendix A. They will liaise as required to ensure this MoU is kept up to date, identify any emerging issues and resolve any questions that arise in the working relationship between the two organisations.