

# Memorandum of Understanding between Healthcare Improvement Scotland and the General Pharmaceutical Council

## 1. Introduction

1.1 This memorandum of understanding (MoU) outlines the basis of cooperation between Healthcare Improvement Scotland (HIS) and the General Pharmaceutical Council (GPhC).

1.2 The aims of this MoU are to support the work of GPhC and HIS to:

- Maintain public safety and confidence in healthcare services
- Support continuous quality improvement in healthcare services
- Support the sharing of intelligence and information
- Contribute to improving the oversight of healthcare services
- Facilitate effective co-operation and collaboration between the two organisations.

1.3 This MoU is a statement of principle and may be supported by more detailed operational protocols and guidance if required.

Although HIS 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 HIS and the GPhC and their governing bodies, nor the professional obligations of registered health professionals within the organisations.

## 2. Roles and Responsibilities

2.1 Healthcare Improvement Scotland (HIS) and the General Pharmaceutical Council (GPhC) acknowledge the responsibilities and functions of each other and will take account of these when working together. These are mapped out in appendix A.

2.2 Although the operational interface between the two organisations is limited, both organisations share a concern for the safety and quality of healthcare services. They equally recognise the development of models of health service delivery that require closer co-operation between the two organisations.

### **3. Principles of co-operation**

3.1 HIS and the GPhC intend that their working relationship will be characterised by:

- Making decisions that promote patient and public safety
- Addressing overlaps and gaps in the scrutiny, assurance and regulatory framework
- Maintaining public confidence in the organisations
- Cooperating openly and transparently with one another
- Respecting each other's independent status
- Sharing information, intelligence and learning to drive improvement.

### **4. Key Contacts**

4.1 Details of key contacts within HIS and the GPhC are contained in appendix B.

### **5. Areas for collaboration**

5.1 HIS and the GPhC will collaborate in the development and effective delivery of their respective roles and responsibilities and will exchange such information as is necessary to fulfil their statutory functions and ensure the health, safety and wellbeing of the public.

5.2 The exchange of information between HIS and the GPhC will take account of and comply with the Data Protection Act 1998, the Human Rights Act, the Freedom of Information (Scotland) Act 2002 and the UK Freedom of Information Act 2000. The principles of the common law duty of confidentiality will also be maintained.

5.3 HIS and the GPhC will meet on, at least, a quarterly basis but if and when circumstance dictates that more frequent contact is needed this will be arranged.

5.4 The routine quarterly meetings will be the forum for consideration of, but not limited to, the following:

- sharing information on strategy and policy developments which may be relevant to, or impact on, each other's work
- sharing information about trends, data approaches and initiatives which may be of interest to the other organisation
- sharing learning, for example on the identification and management of risk

- sharing intelligence and notifying each other of specific concerns relevant to mutual responsibilities.
- collaborating on relevant external communications
- collaborating on specific and agreed work.

5.5 HIS and the GPhC will seek to give each other adequate warning of and sufficient information about any planned announcements to the public that the other may need to know of.

5.6 Each organisation will also involve the other as early as possible in the development of planned announcements, including the sharing of draft proposals and publications which may affect both organisations.

## **6. Intelligence**

6.1 If either organisation receives intelligence (for example through professional whistleblowing, concerns raised by a member of the public or during the course of an inspection or investigation) which may:

- indicate a significant risk to the health and wellbeing of the public
- be directly relevant to the delivery of the other organisation's functions or
- require a coordinated multi-agency response.

This will be shared in confidence with a named contact in the other organisation at the earliest possible opportunity unless there is good reason not to do so.

6.2 The principles of openness and candour, upon which this MoU is based, also extend to both organisations' stakeholders. Therefore, in most circumstances where HIS is seeking to share intelligence with the GPhC, HIS will also have notified the organisation/individual to which the information refers, of its findings and of its intention to share these with the GPhC. It is anticipated that this will prompt a more proactive self-reporting culture between these organisations/individuals and the GPhC, coupled with a more structured planning and review process with regard to any subsequent action and/or remediation.

6.3 HIS and the GPhC will be guided by the following principles when sharing intelligence:

- the need to ensure patient and public safety
- the public interest
- that referral is appropriate to the situation.

6.4 When sharing intelligence HIS and the GPhC will also seek to establish whether:

- any local action has been taken
- any employing organisation or other relevant authority has, or is in the process of investigating the concern.

Local action or an existing investigation should not preclude the sharing of intelligence where it is appropriate to the situation.

6.5 In particular HIS will share with the GPhC intelligence that may raise concern about:

- a pharmacist or pharmacy technician's fitness to practise
- the provision of safe and effective services at a registered pharmacy
- a healthcare organisation, or a part of that organisation's suitability as training environment for pharmacists and pharmacy technicians.

This information could relate, but is not limited, to complaints; death or injury to patients, alleged or suspected professional misconduct or health issues affecting individuals capability; serious service failures; failure to supervise trainees; or serious adverse incidents or events.

6.6 In particular the GPhC will share with HIS intelligence that may raise concern about:

- The quality or safety of a NHS or regulated independent healthcare organisation in which pharmacists or pharmacy technicians practice, or are trained.

6.7 If a staff member from either organisation is in doubt as to whether information should be referred, they will seek guidance from the relevant persons specified in appendix B.

## **7. Information**

7.1 Both organisations are committed to the principle of "collect once, use many times" as a means of reducing the burden of scrutiny and regulation.

7.2 Where it supports the effective delivery of their respective roles and responsibilities, and the aims of this MOU, both organisations agree:

- to develop mechanisms to systematically and routinely share the types and categories of data that they collect and hold

- to work towards systematically and routinely sharing identifiable data within those categories.

7.3 The GPhC routinely publishes information about the sanctions it has imposed when pharmacists and pharmacy technicians are not fit to practise and in the future will publish its assessments of how registered pharmacies have performed against its standards. The GPhC agrees to share more detailed information supporting its assessments where appropriate to do so. Requests for such information should be sent to the named contact at the GPhC.

7.4 HIS routinely publish reports of its findings arising from reviews and inspection visits. HIS agrees to share more detailed information supporting these findings where appropriate to do so. Requests for such information should be sent to the named contact at HIS.

## **8. Investigations and reviews**

8.1 Subject to case-by-case considerations, where either organisation intends to undertake an investigation or review (over and above any routine inspection activity) which may impact on the other organisations work, a named contact in the other organisation should be alerted in confidence at the earliest possible opportunity.

8.2 Outcomes arising from any relevant investigations and reviews will be shared with a named contact at the earliest possible opportunity.

8.3 Where joint or parallel investigations or reviews are required, preliminary discussions will be held to resolve any potential areas of conflict or overlap arising from the organisations' respective powers.

8.4 The GPhC and HIS will work collaboratively with one another and will take all reasonable steps to ensure that they do not compromise the progress and/or success of each other's investigations or reviews, giving due regard to any criminal proceedings. There may however be occasions when either organisation needs to act swiftly in the public interest, or to protect patients. Should this occur, they will do so with due regard for other known investigations or reviews.

## **9. Enforcement**

- 9.1 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.

## **10. Liaison and Dispute resolution**

- 10.1 The effectiveness of the working relationship between HIS and the GPhC will be ensured through regular contact, both formally and informally, at all levels up to and including chief executives of the respective organisations. This will be kept under review by the HIS Director of Scrutiny and Chief Pharmacist and the GPhC Director for Scotland.
- 10.2 Any dispute between HIS and the GPhC will normally be resolved at an operational level. If this is not possible, it may be referred to executive directors of the respective organisations who will try to resolve the issues within 14 days of the matter being referred to them.
- 10.3 Unresolved disputes may be referred upwards through those responsible for operating this MoU, up to and including the chief executives of the organisations, who will be jointly responsible for ensuring a mutually satisfactory resolution.

## **11. Duration and review**

- 11.1 This MoU takes effect from the date of signing and will remain in force until it is terminated or superseded by a revised document.
- 11.2 This MoU will be formally reviewed no less frequently than on each anniversary of signing. Each annual review will:
- report on actions arising from the operation of this MoU in the preceding 12 months
  - review the effectiveness of this MoU in achieving its aims, and make amendments where necessary
  - identify areas for future development of the working arrangements
  - ensure the contact information for each organisation is accurate and up to date.

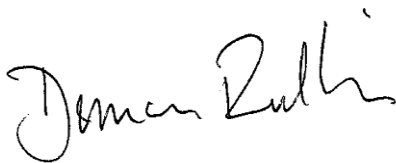
## Signatories to the agreement



Angiolina Foster

Chief Executive

Signed on behalf of Healthcare Improvement Scotland



Duncan Rudkin

Chief Executive and Registrar

Signed on behalf of the General Pharmaceutical Council

## **Responsibilities and Functions of HIS**

HIS works with healthcare providers to drive and support improvements in the quality of healthcare, and empower patients and the public.

HIS are part of NHS Scotland and have four principle functions:

- supporting the delivery of a safer health service and the reliable spread of best practice in quality improvement
- providing sound evidence for improved healthcare, through the Scottish Medicines Consortium (SMC), the Scottish Health Technologies Group (SHTG), and the Scottish Intercollegiate Guidelines Network (SIGN)
- ensuring the effective participation of the public in the design and delivery of healthcare, principally through the Scottish Health Council, and
- scrutinising and quality assuring.

The HIS *Driving Improvement in Healthcare Strategy 2014-2020* sets out the key organisational priorities for HIS to work together with healthcare providers and the people of Scotland to:

- empower people to have an informed voice that maximises their impact in managing their own care and shaping how services are designed and delivered
- reliably spread and support implementation of best practice to improve healthcare
- comprehensively assess the quality and safety of healthcare.

## **Responsibilities and Functions of GPhC**

The GPhC is the independent regulator for pharmacists, pharmacy technicians and registered pharmacies 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 pharmaceutical 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:

- To establish and maintain a register of pharmacists, pharmacy technicians and premises at which a retail pharmacy business is, or is to be, carried on.
- To set and promote standards for the safe and effective practice of pharmacy at registered pharmacies.
- to set requirements by reference to which registrants will demonstrate that their fitness to practise is not impaired.



- to promote the safe and effective practice of pharmacy by registrants.
- to set standards and requirements in respect of education, training, acquisition of experience and continuing professional development that is necessary for pharmacists and pharmacy technicians to achieve in order to be entered in the Register or to receive an annotation in the Register and to maintain competence.
- to ensure the continued fitness to practise of registrants.

Fitness to practise is the skills, knowledge, character and health a pharmacy professional must have to do their job safely and effectively.

In addition, the GPhC has enforcement powers and duties under the Poisons Act 1972, the Medicines Act 1968 and the Veterinary Medicines Regulations. These enforcement duties/powers mainly relate to the sale and supply of medicines from registered pharmacies.

The GPhC maintains an inspectorate who inspects all registered pharmacies in Great Britain to ensure its standards are met and the legislation that it enforces are met.

## Key Contacts

### Healthcare Improvement Scotland

**Robbie Pearson, Directors of Scrutiny and Assurance**

Telephone: 0131 623 4310

Email: [robbie.pearson@nhs.net](mailto:robbie.pearson@nhs.net)

**Laura McIver, Chief Pharmacist**

Telephone: 0141 227 3285

Email: [laura.mciver@nhs.net](mailto:laura.mciver@nhs.net)

### GPhC

Responsible for: Leading GPhC work in Scotland & formal review of MoU

**Lynsey Cleland, Director for Scotland**

Telephone: 020 3713 7963

Email: [Lynsey.cleland@pharmacyregulation.org](mailto:Lynsey.cleland@pharmacyregulation.org)

Responsible for: concerns about a registrant's fitness to practise

**Chris Alder, Head of Professionals Regulation (Fitness to Practise)**

Telephone: 020 3713 7837

Email: [Chris.alder@pharmacyregulation.org](mailto:Chris.alder@pharmacyregulation.org)

Responsible for: concerns about a registered pharmacy

**James Duggan, Inspection Regional Manager**

Telephone: 020 3713 7904

Email: [James.duggan@pharmacyregulation.org](mailto:James.duggan@pharmacyregulation.org)

Responsible for: Pre-registration training, including concerns about the health, character or competence of a pre-registration trainee pharmacist

**Terry Orford, Head of Customer Services**

Telephone: 020 3713 8012

Email: [terry.orford@pharmacyregulation.org](mailto:terry.orford@pharmacyregulation.org)