

Memorandum of Understanding between the Care Inspectorate and the General Pharmaceutical Council

1. Introduction

1.1 This memorandum of understanding (MoU) outlines the basis of cooperation between the Care Inspectorate and the General Pharmaceutical Council (GPhC).

1.2 The aims of this MoU are to:

- Contribute to maintaining public safety and confidence in pharmacy and care services
- Support continuous improvement in pharmacy and care services
- Support the sharing of intelligence and information
- Contribute to improving the regulatory oversight of pharmacy and care activities
- 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.

1.4 Although the Care Inspectorate and the GPhC agree to adhere to the contents of this MoU, it is not a contract and 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 the Care Inspectorate and the GPhC or their governing bodies.

2. Roles and Responsibilities

2.1 The Care Inspectorate is the independent scrutiny and improvement body for care services in Scotland. It makes sure people receive high quality care and that services promote and protect their rights.

2.2 The principles and functions of the Care Inspectorate are set out in the Public Services Reform (Scotland) Act 2010 (the ACT) and include:

- The safety and wellbeing of all persons who use, or are eligible to use, any social service are to be protected and enhanced.
- The independence of those persons is to be promoted.
- Diversity in the provision of social services is to be promoted with a view to those persons being afforded choice.
- Good practice in the provision of social services is to be identified, promulgated and promoted

The ACT gives the Care Inspectorate scrutiny functions for social services, and regulatory and enforcement functions for care services.

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

2.4 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.

2.5 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.

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

3. Principles of co-operation

3.1 The Care Inspectorate 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 regulatory framework
- Maintaining public confidence in the two organisations
- Cooperating openly and transparently with the other organisation
- Respecting each other's independent status
- Using resources effectively and efficiently.

4. Key Contacts

4.1 Details of key contacts within the Care Inspectorate and the GPhC are contained in appendix A.

5. Collaborative working

5.1 The Care Inspectorate and the GPhC will collaborate and exchange such information as is necessary to fulfil their statutory functions and to ensure the health, safety and wellbeing of the public.

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

5.3 Examples of how the two organisations will collaborate and exchange information include;

- a) Sharing information on strategic and policy developments which may impact on each other's work.
- b) Sharing information about trends, data approaches and initiatives which may be of interest to the other organisation.
- c) Sharing learning, for example in the identification and management of risk

- d) Notifying each other of intelligence or specific concerns relevant to mutual responsibilities.
- e) Collaborating on relevant external communications

5.4 Information exchanged by both parties under the terms of this MoU is not a disclosure under the Freedom of Information (Scotland) Act 2002 or the Freedom of Information Act 2000.

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 in isolation, or in conjunction with other concerns;

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

this information will be shared in confidence with the named contact in the other organisation at the earliest possible opportunity.

6.2 In particular the Care Inspectorate 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 from, or at a registered pharmacy;
or
- an organisation, or a part of that organisation's suitability as training environment for pharmacists and pharmacy technicians

6.3 In particular the GPhC will share with the Care Inspectorate intelligence that may raise concern about

- The quality or safety of a registered care service which pharmacists, pharmacy technicians or a registered pharmacy provide services for.

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 regulation and will share and request

information where this supports the effective delivery of their respective roles and responsibilities.

7.2 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 well 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.

7.3 The Care Inspectorate routinely publishes reports of its findings arising from inspection visits. The Care Inspectorate 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 the Care Inspectorate.

8. Investigation

8.1 Subject to case-by-case considerations, where the Care Inspectorate or the GPhC intend to undertake an investigation (over and above any routine inspection activity) which may impact on the other organisations work, they will alert the named contact in the other organisation, in confidence, at the earliest opportunity .

8.2 Outcomes arising from relevant investigations will be shared with named contacts at the earliest opportunity.

8.3 Where parallel inspections or investigations 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 The Care Inspectorate 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, giving due regard to 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.

9. Enforcement

9.1 Where either organisation has taken independent 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 the Care Inspectorate 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 Care Inspectorate Pharmacy Professional Advisors and the GPhC Director for Scotland.

10.2 Any dispute between the Care Inspectorate 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 each organisation, 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 Either party may terminate this MOU by writing to the other, giving 28 days notice of termination.

11.3 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

Annette Bruton

~~Karen Anderson~~ ANNETTE BRUTON

~~Director of Strategic Development~~ CHIEF EXECUTIVE

Care Inspectorate

Date: 20/8/14

Duncan Rudkin

Duncan Rudkin

Chief Executive

General Pharmaceutical Council

Date:

Key Contacts

Care Inspectorate

Karen Anderson, Director of Strategic Development

Telephone: 01382 207122

Email: Karen.anderson@careinspectorate.com

GPhC

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

Lynsey Cleland, Director for Scotland

Telephone: 020 3365 3426

Email: Lynsey.cleland@pharmacyregulation.org

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

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

Telephone: 020 3365 3469

Email: Chris.alder@pharmacyregulation.org

Responsible for: concerns about a registered pharmacy

James Duggan, Inspection Regional Manager

Telephone: 020 3365 3590

Email: James.duggan@pharmacyregulation.org