



# **Memorandum of Understanding**

**between**

**General Pharmaceutical  
Council**

**and**

**NHS Scotland  
Counter Fraud Services**

**June 2014**

## **Contents**

- 1. The purpose**
- 2. Role of the GPhC**
- 3. Role of the CFS**
- 4. Principles**
- 5. Areas of co-operation between the GPhC and CFS:**
  - Sharing of expertise and experience in the development of investigative methodologies**
  - Discussions about the strategy and policy of each party**
  - Discussions about individual pharmacists or pharmacy technicians**
- 6. Consideration Prior to any Disclosure of Information and Protocols for Sharing of Data and Information, including use of Protective Marking**
- 7. Disclosure, Notification and Investigations**
- 8. Coordination**
- 9. Dispute Resolution**
- 10. Duration and Review**

**Annex A - Working Contacts**

**Annex B - Security controls for officially marked information**

**Annex C - Levels of Official Marking**

# Memorandum of Understanding between General Pharmaceutical Council and NHS Scotland Counter Fraud Services

---

The parties to this Memorandum of Understanding (“MoU”) are:

**GPhC** – General Pharmaceutical Council  
**CFS** – NHS Scotland Counter Fraud Services, a division of the Common Services Agency

## 1. The purpose

- 1.1 This MoU describes the roles of the General Pharmaceutical Council (GPhC) and NHS Scotland Counter Fraud Services (CFS) and identifies areas where co-operation between the two parties is necessary. It sets down the principles underpinning the interaction between the two parties and provides guidance on the exchange of information between them.
- 1.2 This MoU provides details of working contacts (see Annex A) within the GPhC and CFS, and sets out the criteria each party will follow in different circumstances. The contact details will be regularly reviewed.
- 1.3 This MoU is not intended to be a legally binding document. It does not override the parties' statutory responsibilities and functions, nor infringe the autonomy and accountability of the GPhC and CFS, or their governing bodies. However, the GPhC and CFS agree to adhere to the contents of this MoU.

## 2. Role of the GPhC

- 2.1 The GPhC is the regulator for pharmacists, pharmacy technicians and pharmacies in Great Britain. The GPhC is a statutory body that is independent of Government and the NHS. It is the role of GPhC to protect, promote, and maintain the health, safety and wellbeing of members of the public, and in particular those members of the public who use, or need, the services of pharmacy professionals, or the services provided at a registered pharmacy.
- 2.2 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;

## Memorandum of Understanding between General Pharmaceutical Council and NHS Scotland Counter Fraud Services

---

- ❑ To set and promote standards for the safe and effective practise of pharmacy at registered pharmacies;
- ❑ To set requirements by reference to which registrants must demonstrate that their fitness to practise is not impaired;
- ❑ To promote the safe and effective practise of pharmacy by registrants;
- ❑ To set standards and requirements to achieve in respect of the education, training, acquisition of experience and continual professional development that is necessary for pharmacists and pharmacy technicians in order to be entered in the Register or to receive an annotation to the Register and to maintain competence; and
- ❑ To ensure the continued fitness to practise of registrants.

2.3 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 pharmacy premises.

2.4 The GPhC maintains an inspectorate. The GPhC Inspectors inspect all registered pharmacies in Great Britain (GB) for the purpose of ensuring its standards are met and compliance with the relevant legislation that the GPhC enforces.

2.5 The GPhC investigates concerns about the fitness to practise of pharmacists and pharmacy technicians. Concerns can be referred to its Investigating Committee and then onto a Fitness to Practise Committee. The Fitness to Practise Committee has the power to remove or suspend a pharmacist's, or pharmacy technician's name from the register, or to place conditions on the pharmacist's, or pharmacy technician's, registration. These sanctions can be applied to registrants in any sector of employment in any part of GB.

2.6 The GPhC also deal with concerns involving registered pharmacies where there are concerns about safe and effective practice.

### **3. Role of the CFS**

- 3.1 CFS was established in July 2000. Its role is to provide NHS Scotland with a comprehensive counter fraud service by delivering:
- Proactive detection of fraud, embezzlement, theft, corruption and other irregularities (hereafter referred to as financial crime) against NHS Scotland;
  - Full and fair investigations into alleged financial crime by patients, staff, contractors or suppliers;
  - Open access to those wishing to report financial crime;
  - Surveillance and covert human intelligence source management under the Regulation of Investigatory Powers (Scotland) Act 2000;
  - Provision of specialist advice to assist in the formulation of counter fraud policy and regulations; and
  - The recovery of resources fraudulently or corruptly obtained from NHS Scotland.
- 3.2 Since its inception in July 2000, CFS has achieved significant cost avoidance and made recoveries, which otherwise would have been lost to financial crime. An estimate shows that the financial impact of all the counter fraud measures implemented have yielded millions of pounds in cumulative savings for NHS Scotland.

### **4. Principles**

- 4.1 The GPhC is independent of Government and the NHS but is committed to ensuring that its regulatory functions form an effective part of a wider framework for protecting patients, and providing safe, effective pharmaceutical services. The GPhC is committed to working collaboratively with CFS, the NHS as a whole, and others, to ensure that patients are provided with safe and effective pharmaceutical services. Speedy and effective regulation requires good working communication between the parties involved. This MoU is intended to ensure effective channels of communication, sharing of information and collaborative working between the GPhC and CFS.
- 4.2 CFS is committed to reducing financial crime in the NHS in Scotland and to put in place arrangements to seek to disable financial crime of all types. Working collaboratively with the GPhC will ensure that allegations of suspected financial crime arising as a result of any

## **Memorandum of Understanding between General Pharmaceutical Council and NHS Scotland Counter Fraud Services**

---

case about which the GPhC has received information can be investigated. Even if the allegations do not concern a pharmacist or pharmacy technician's fitness to practise, it is vital that CFS receives the information so that systems and procedures can be assessed for their ability to prevent, reduce, or detect financial crime within NHS Scotland.

- 4.3 The GPhC and CFS share a common goal to ensure that those who work within the NHS are professional, and accountable, in every aspect of their work and maintain the highest integrity. Both parties will co-operate whenever possible in working to meet this common goal.
- 4.4 Both parties hold, and use, sensitive information about organisations and individuals in order to perform their core functions. Both recognise the importance of the confidentiality, and security, of this information. It is vital that such information and documentation held is, on occasion, shared between the parties if they are to perform their functions effectively. The GPhC and CFS recognise that this exchange of information needs to be carried out responsibly and within the guidelines set out in this MoU.
- 4.5 It is understood by both parties that statutory, and other constraints, on the exchange of information and intelligence will be fully respected, including the requirements of the Data Protection Act , the Human Rights Act and the Freedom of Information Act.

### **5. Areas of co-operation between the GPhC and CFS**

- 5.1 CFS and the GPhC will explore all areas of possible co-operation and communication, including :
- Sharing of expertise and experience in the development of investigative methodologies;
  - Discussions about the strategy and policy of each party aimed at increasing the effectiveness of communication and effective working relationships;
  - Discussions about individual pharmacists or pharmacy technicians (where one or both parties are or have been investigating the same pharmacist or pharmacy technician).

**5.2 Sharing of expertise and experience in the development of investigative methodologies**

5.2.1 It is intended that regular meetings will take place between managers within the Inspection and Fitness to Practise and Policy & Communications Directorates at the GPhC and counterparts at CFS. These meetings may involve discussion about particular cases (anonymised if appropriate) and the two parties may be able to share information about approaches to investigation which have been successful in particular circumstances, or about useful contacts within other organisations.

**5.3 Discussions about the strategy and policy of each party**

5.3.1 Similarly, the regular meetings between both parties will provide an opportunity to discuss strategic and policy developments which may impact each others' work. Whilst it is not possible to predict all future developments which may be of mutual interest, it is clear that when either party is reviewing disclosure policies, for example, discussion will be valuable. Both parties will notify the other of any events or activities which are of mutual interest, including any events or activities which relate to fraud awareness.

**5.4 Discussions about individual pharmacists or pharmacy technicians**

5.4.1 Whilst both parties have very distinct roles, it is clear an overlap will occur where an allegation that a pharmacist, or a pharmacy technician providing NHS services, has acted dishonestly or fraudulently. Where this situation arises, it is expected that information and documentation will be exchanged between the two parties in a timely manner, in order to allow both to carry out their core functions. CFS will at the earliest opportunity seek the relevant Health Boards agreement to share information about individual pharmacists, or pharmacy technicians with the GPhC to enable the GPhC to determine if there are fitness to practise concerns.

**6. Consideration Prior to any Disclosure of Information and Protocols for Sharing of Data and Information, including use of Protective Marking**

- 6.1 Disclosure of information will be considered on a case-by-case basis.
- 6.2 In each case, the party holding the information will decide whether or not to disclose it after carefully considering its responsibilities under the Data Protection Act 1998, Article 8 of the European Convention on Human Rights, the Freedom of Information (Scotland) Act 2002, the Freedom of Information Act 2000, the common law duty of confidentiality, considerations of commercial sensitivities and any other relevant legislative or common law obligations.
- 6.3 Protocols as laid down by NHS Scotland and NHS National Services Scotland (NHS NSS - the parent Health Board) govern the exchange of information between CFS, and external partners and organisations. Any request for disclosure of intelligence information or personal data from CFS; including requests from external organisations (including professional bodies), will be considered subject to the following:
- NHS Scotland Circular CEL 13 (2008) . Information Sharing between NHS Scotland and the Police;
  - NHS NSS Information Governance Policies, Procedures and Guidelines;
  - NHS NSS Data Protection Officers Authority; and
  - CFS Investigative Standard Operating Procedures . Section 2 (available on request).
- 6.4 In general terms and subject to relevant legislation and case law, confidential or personal information will only be disclosed if either party can demonstrate there is a public interest reason to do so.
- 6.5 Where the party holding information received it in confidence, they shall consult with all relevant persons as to whether that information may be disclosed and if necessary shall ensure that all appropriate methods (including anonymisation) are employed to preserve the confidentiality of the information or documentation. Subject to all other considerations, if the public interest in disclosing confidential information outweighs the duty of confidentiality, disclosure should be made.



## Memorandum of Understanding between General Pharmaceutical Council and NHS Scotland Counter Fraud Services

---

6.6 Detailed advice on the ***Security controls for Officially Marked information*** is at Annex B.

6.7 The details on the ***Levels of Official Marking*** are at Annex C.

### 7. Disclosure, Notification and Investigations

7.1 All requests for disclosure of information will be made in writing.

7.2 Each party shall respond to a request for disclosure, in writing, within 14 days where possible.

7.3 In the event that a request for disclosure is refused, the party refusing the request shall provide the reasons in writing.

7.4 Subject to case-by-case considerations, each party will notify the appropriate officer in the other party (if it is not clear that they are already aware) of allegations and investigations which may impact on the other party's work. Notification should take place at the earliest possible opportunity. In particular, subject to all relevant considerations, notification should occur in situations referred to in the following paragraphs.

7.5 The GPhC will notify CFS of allegations of financial crime involving a pharmacist, pharmacy technician, or other NHS staff providing NHS services. The GPhC will also notify CFS of other allegations of dishonesty or criminality relating to CFS functions. CFS will notify the GPhC of allegations that a pharmacist, or pharmacy technician, has been involved in financial crime. CFS will also notify the GPhC of other concerns about the activities of a pharmacist, or pharmacy technician, relating to relevant GPhC functions. CFS will seek the relevant Health Board's agreement before discussions take place with the GPhC about individual pharmacists, or pharmacy technicians. Such agreement will be sought at the earliest opportunity to enable information to be disclosed in a timely manner.

7.6 If CFS becomes aware of allegations, or evidence, that an individual may be posing as a registered pharmacist, or pharmacy technician, either through a stolen identity or fraudulently acquired registration, CFS will immediately notify the GPhC. CFS will provide all available information that might suggest that an individual is fraudulently posing as a pharmacist, or a pharmacy technician.

## **Memorandum of Understanding between General Pharmaceutical Council and NHS Scotland Counter Fraud Services**

---

- 7.7 If staff from either party is in doubt as to whether information should be referred, they will make contact with the relevant contact as specified in Annex A in order to discuss the matter. Normally, cases that require referral will be identifiable at the start of an investigation. However, both parties will be alert to the fact that such allegations may emerge as an investigation proceeds and will ensure that relevant information is referred at the earliest opportunity.
- 7.8 When information is exchanged between both parties there will be a discussion about what action each organisation may consider appropriate and the timing of this. There may be occasions where both parties need to undertake investigations concurrently, or occasions where the two parties agree to undertake joint investigations in order to carry out their functions in a timely manner. Both parties 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 party 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.

### **8. Coordination**

- 8.1 The working relationship between CFS and the GPhC will be characterised by regular ongoing contact, and open exchange of information, through both formal and informal meetings at all levels, including senior levels.
- 8.2 Disclosures from either party to the other will be regularly monitored to ensure that arrangements are working effectively.
- 8.3 Each party will endeavour to ensure that their staff are aware of the content of this MoU and any revisions . together with the responsibilities it places on each individual member of staff.

# Memorandum of Understanding between General Pharmaceutical Council and NHS Scotland Counter Fraud Services

---

## 9. Dispute Resolutions

- 9.1 In the event of any dispute about collaborative working between both parties a meeting will be held to discuss how best to resolve the issues involved. This meeting will occur within 14 days of any dispute where possible.
- 9.2 Unresolved disputes may be referred upwards through those responsible for operating this MoU up to and including the Chief Executives of each party, who will be jointly responsible for ensuring a mutually satisfactory resolution.

## 10. Duration and Review

- 10.1 This MoU takes effect from the date of signing and will remain in force until it is terminated or superseded by a revised document.
- 10.2 Either party may terminate this MoU by writing to the other, giving 28 days notice.
- 10.3 This MoU will be formally reviewed no less 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
  - Refresh operational protocols where necessary
  - Identify areas for future development of working arrangements
  - Ensure the contact information for each organisation is accurate and up to date .
- 10.4 This MoU, and working relationships, will also be reviewed if necessary following any pertinent changes to legislation, policies, procedures and structures of the parties concerned.

**Memorandum of Understanding between General Pharmaceutical Council and NHS  
Scotland Counter Fraud Services**

---

*Signatories to the agreement*

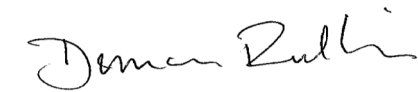


**Gordon Young**

**Head of Counter Fraud Services**

**NHS Scotland Counter Fraud Services**

**Date: 31 July 2014**



**Duncan Rudkin**

**Chief Executive**

**General Pharmaceutical Council**

**Date: 31 July 2014**

**Memorandum of Understanding between General Pharmaceutical Council and NHS  
Scotland Counter Fraud Services**

**Annex A – Working Contacts**

---

**1. Identity of staff to discuss whether individual cases should be disclosed to the GPhC**

**CFS**

Eddie McGinney, Intelligence Manager

Telephone: 01506 705 243

Email: e.mcginney@nhs.net

**GPhC**

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

Telephone: 020 3365 3469

Email: christopher.alder@pharmacyregulation.org

**2. Identity of staff to discuss whether GPhC should disclose individual cases to CFS**

**CFS**

Eddie McGinney, Intelligence Manager

Telephone: 01506 705 243

Email: e.mcginney@nhs.net

**GPhC**

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

Telephone: 020 3365 3469

Email: christopher.alder@pharmacyregulation.org

**Memorandum of Understanding between General Pharmaceutical Council and NHS  
Scotland Counter Fraud Services**

**Annex A – Working Contacts**

---

**3. Identity of staff to discuss fraud awareness initiatives**

**CFS**

Stephen Frier Communications Manager

Telephone: 01506 705 200

Email: stephen.frier@nhs.net

**GPhC**

Lynsey Cleland, Director for Scotland

Telephone: 020 3365 3426

Email: lynsey.cleland@pharmacyregulation.org

**4. Identity of staff to discuss amendments to the MoU and policy  
issues (e.g. GPhC disclosure policy)**

**CFS**

Eddie McGinney, Intelligence Manager

Telephone: 01506 705 243

Email: e.mcginney@nhs.net

**GPhC**

Lynsey Cleland, Director for Scotland

Telephone: 020 3365 3426

Email: lynsey.cleland@pharmacyregulation.org

# Memorandum of Understanding between General Pharmaceutical Council and NHS Scotland Counter Fraud Services

## **Annex B - Security controls for Officially Marked information**

---

CFS and GPhC will ensure that adequate steps are taken within their organisations to prevent:

- Accidental or deliberate destruction of the information;
- Accidental or deliberate modification of the information;
- Deliberate and unauthorised unavailability of the information;
- Unauthorised access to information or to any computer system containing the information; or
- Misuse of the information contained in the data.

CFS and GPhC will also ensure:

- Information is not processed (included copied/replicated or downloaded) outwith an environment, commensurate with the Official Marking, see Appendix 2;
- The information must not be used or disclosed in a manner incompatible with the purposes for which it was provided, excepting where such use and/or disclosure has been agreed to by the original disclosing party, or where an overriding legal obligation requires such use or disclosure;
- Access to the information will be restricted to authorised persons with a need to know about the information;
- Information which attracts a Government Security Classification (GSC) marking of OFFICIAL and above will only be processed in secure offices and shall not be used/accessed out with the offices without prior agreement of the originator;
- Information which attracts a GSC marking of OFFICIAL and above will not be emailed over the Internet unless operationally urgent and appropriate local authority has been granted;
- OFFICIAL information in electronic format is only processed on an appropriately accredited system/network.
- There is an audit trail of what information has been shared, the business reason why it was shared, by, to whom, and when it was shared, and if applicable, any special conditions applied concerning it;
- Information is stored for as long as reasonably necessary or for as long as is required to comply with regulatory requirements and the purposes stated in this Agreement;
- Local retention policy / weeding rules are applied to the information;
- The destruction of hard copy information that is marked OFFICIAL received or created under this Agreement when it is no longer required by means of shredding;
- The destruction of information in electronic format received or created under this Agreement when it is no longer required and in a manner to make reconstruction unlikely for OFFICIAL information; and

**Memorandum of Understanding between General Pharmaceutical Council and NHS  
Scotland Counter Fraud Services**

**Annex B - Security controls for Officially Marked information**

---

- Take reasonable endeavours to retain a record of destruction of such information, for example a destruction control sheet and will make this available to the other party that provided the information on request.



# Memorandum of Understanding between General Pharmaceutical Council and NHS Scotland Counter Fraud Services

## Annex C - Levels of Official Marking

---

### Official data

OFFICIAL shall have the meaning ascribed in the Government Security Classifications (GCS) policy.

OFFICIAL must be accompanied by a descriptor (e.g. OFFICIAL-SENSITIVE, OFFICIAL-MARKED or OFFICIAL-UNMARKED).

The purpose of OFFICIAL is to protect the majority of information that is created or processed by the public sector. This includes routine business operations and services, some of which could have damaging consequences if lost, stolen or published in the media, but are not subject to a heightened threat profile.

The typical threat profile for the OFFICIAL classification is broadly similar to that faced by a large UK private company with valuable information and services. It anticipates the need to defend UK Government data or services against compromise by attackers with bounded capabilities and resources. This may include (but is not limited to) hactivists, single-issue pressure groups, investigative journalists, competent individual hackers and the majority of criminal individuals and groups.

### Definition of Official

ALL routine public sector business, operations and services should be treated as OFFICIAL - many departments and agencies will operate exclusively at this level.

This includes a wide range of information, of differing value and sensitivity, which needs to be defended against the threat profile described above, and to comply with legal, regulatory and international obligations. This includes:

- The day to day business of government, service delivery and public finances.
- Routine international relations and diplomatic activities.
- Public safety, criminal justice and enforcement activities.
- Many aspects of defence, security and resilience.
- Commercial interests, including information provided in confidence and intellectual property.
- Personal information that is required to be protected under the Data Protection Act (1998) or other legislation (e.g. health records).

# Memorandum of Understanding between General Pharmaceutical Council and NHS Scotland Counter Fraud Services

## Annex C - Levels of Official Marking

---

### Baseline objectives for Official

The baseline security objectives for OFFICIAL are:

- ALL information must be handled with care to prevent loss or inappropriate access, and deter deliberate compromise or opportunist attack.
- Staff must be trained to understand that they are personally responsible for securely handling any information that is entrusted to them in line with local business processes.
- Baseline security controls reflect commercial good practice

### Access requirements for Official

Other than a need to know principle, no specific clearance is required. In such cases where there is a clear and justifiable requirement to reinforce the "need to know", assets should be conspicuously marked: ~~OFFICIAL~~. SENSITIVE

### Storage requirements for Official

Protected by one barrier (i.e. a locked container within a secure building).