

Freedom to Speak Up Guardian LPC Agreement

For the LPC

1. Community Pharmacy Surrey and Sussex agrees that the Chief Executive Officer is nominated as Freedom to Speak Up Guardian available for Surrey and Sussex contractors.
2. If the Freedom to Speak Up Guardian is a post-holder, the name of the current post-holder and therefore current Freedom to Speak Up Guardian is Julia Powell.
3. The LPC may at its discretion withdraw the provision of a Freedom to Speak Up Guardian.

For the Contractor

[INSERT NAME OF CONTRACTOR] (The contractor)

The Contractor certifies that:

4. A written whistleblowing policy complying with the Terms of Service is in place.

The terms of service (paragraph 28 of schedule 4 of the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013) state:

28 (2) For these purposes a system of clinical governance is "acceptable" if it is considered acceptable by the NHSCB and comprises the following components...

(e) a staffing and staff management programme, which includes...

(vi) arrangements (which must include a written policy) for ensuring that all staff and locums who, arising out of their employment with the pharmacist...

(aa) make what is a protected disclosure within the meaning given in section 43A of the Employment Rights Act 1996 (meaning of protected disclosure)

have the rights afforded in respect of such disclosures by that Act, and

(bb) provide information in good faith and not for purposes of personal gain to the General Pharmaceutical Council or to the NHSCB which includes an allegation of a serious nature which they reasonably believe to be substantially true, but disclosure of it is not a protected disclosure within the meaning given in section 43A, have the right not to be subjected to any detriment or to dismissal as a consequence of that act;

5. The person or post-holder stated in paragraph 2 has been appointed as the contractor's Freedom to Speak Up Guardian.
6. The contractor's staff (including locums) have been informed, as appropriate, of the name of the Freedom to Speak Up Guardian.



The Contractor undertakes to:

7. Regularly review the LPC website to check the member or officer of the LPC who is nominated as the Freedom to Speak Up Guardian.
8. Update the name of the Freedom to Speak Up Guardian in the written whistleblowing policy, as necessary and inform all staff of any change.

The Contractor consents to the Freedom to Speak Up Guardian:

9. Ensuring, as appropriate, that the contractor's staff know where to go in order to raise a concern (if contacted by the staff).

(In exceptional circumstances, the Freedom to Speak Up Guardian may have a professional obligation to report a concern.)

10. Providing independent and impartial advice to the contractor's staff on potential whistleblowing issues (as part of paragraph 9 above) on, for example:
 - Poor clinical practice or other malpractice which may harm patients.
 - Failure to safeguard patients.
 - Maladministration of medications or dispensing errors.
 - Untrained or poorly trained staff.
 - Lack of policies creating a risk of harm.

(noting that the first line and possibly second lines of advice for the staff should be with the contractor/within the contractor's organisation) and,

11. Seeking advice on any concerns raised by the contractor's staff from members and officers of the LPC and CPE, as appropriate.

The contractor signs below to certify, undertake and consent as above.

Signature (contractor or representative)

Name (printed)

Date