

COMMUNITY PHARMACY CONTRACTOR AGREEMENT FOR PROVISION OF SERVICES UNDER THE HEALTH ACTS

CONTRACT FORM OF AGREEMENT

Community Pharmacy Agreement for Provision of Services under the Health Acts

(Legal name of entity)¹
 (hereinafter called "the Pharmacy Contractor"),

of (Business/Registered Address)

being

- 1. A business carried on by a natural person
- 2. A business carried on by a partnership of Pharmacists
- 3. A business carried on by a corporate body

and being lawfully entitled to keep open shop and keeping open shop at the Community Pharmacy premises listed hereunder for the compounding and dispensing of medical Prescriptions under the Pharmacy Act, 2007 hereby agree with the Health Service Executive (hereinafter called "the HSE") to dispense and supply medicines under the provisions of the Health Acts and I/we agree to do so in accordance with the conditions set out in the Schedule to this Agreement.

Community Pharmacy Premises

Name of Community Pharmacy

PSI Reg No. of Community Pharmacy

Address of Community Pharmacy Premises

Name of Supervising Pharmacist

PSI Reg No. of Supervising Pharmacist

Daily Hours of Keeping Open Shop in Community Pharmacy premises

The normal hours of keeping open shop in the named Community Pharmacy premises for the purpose of this Agreement will be the normal hours that the retail pharmacy is open for business and which are currently as follows:

	MORNING		AFTERNOON/EVENING	
	From	To	From	To
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

The hours of keeping open shop for the purpose of this Agreement on bank holidays and other special holidays shall be subject to local practice in this regard, and shall be subject to the provisions of clause 1.(4) (i) (b) in the schedule to this agreement.

Notes:-

- (i) A sole proprietor must give his full name. The full names and addresses of all the parties in a partnership must be stated. The exact corporate name of a company together with its Companies Office Registration Number must be given.
- (ii) A sole proprietor must sign personally. At least two partners must sign for a partnership. Two directors or a director and the company secretary must sign for a company.

Signature of Pharmacy Contractor: **(ii)Date:**
 (ii)Date:
Signature of Witness: **Date:**

The above proposal to provide services in accordance with the terms and conditions aforesaid is hereby accepted on behalf of the HSE.

Signed: **Date:**
(Chief Executive Officer)

Notes:-

- (i) A sole proprietor must give his full name. The full names and addresses of all the parties in a partnership must be stated. The exact corporate name of a company together with its Companies Office Registration Number must be given.
- (ii) A sole proprietor must sign personally. At least two partners must sign for a partnership. Two directors or a director and the company secretary must sign for a company.

SCHEDULE

Definitions

In this schedule:-

“**the HSE**“ means the Health Service Executive with which the proprietor of the community pharmacy has entered into this contract;

“**Chief Executive Officer**“ means the Chief Executive Officer of the HSE and, save where followed by the words “in person”, includes any employee of the HSE to whom, from time to time, a function of the Chief Executive Officer has been delegated or sub-delegated in accordance with section 19 of the Health Act, 2004;

“**claim form**“ means a docket generated in connection with the supply of medicines under any of the community drug schemes which may give rise to a claim for reimbursement under any of these schemes;

“**community drug schemes**“ means any scheme involving the supply of medicines or the reimbursement in respect of medicines supplied other than in the GMS;

“**community pharmacy**“ means a shop being lawfully kept open for the dispensing and compounding of medical prescriptions in accordance with the Pharmacy Act, 2007 including the storage and dispensary areas relating thereto but does not include a pharmacy operated by or in a hospital, nursing home or similar institution and, for the purposes of this Agreement, shall include the Community Pharmacy premises identified in the Form of Agreement and which shall fulfil the requirements of a “Retail Pharmacy Business” within the meaning prescribed by section 2(1) of the Pharmacy Act 2007;

“**GMS**“ means the scheme for the provision of medicines under Section 59(1) of the Health Act, 1970 (as amended);

“**the Primary Care Reimbursement Service**“ means the service established under the Health Act, 2004;

“**medicines**“ includes drugs, medicines, reagents and appliances and such other products as may be approved by the Minister from time to time;

“**the Minister**“ means the Minister for Health and Children;

“**the Pharmaceutical Society of Ireland**“ means the society established under Section 5(2) of the Pharmacy Act, 2007;

“**the Pharmacy Contractors’ Committee**“ means the Pharmacy Contractors’ Committee of the Irish Pharmacy Union;

“**pharmacist**“ means a registered pharmaceutical chemist, a registered dispensing chemist and druggist or a licentiate of Apothecaries Hall who obtained his licentiate prior to 31st December, 1975

“**pharmacy contractor**“ means a proprietor of a community pharmacy, who has entered into this agreement with the Health Service Executive;

“**practitioner**“ means a registered medical practitioner or a registered dental practitioner or a registered nurse entitled pursuant to any enactment to prescribe drugs, medicines or medical or surgical appliances;

“**prescription**“ means a prescription issued by a practitioner and available to enable the lawful supply of the medicines specified thereon to the person named thereon;

“**prescription form**“ means a form supplied by or on behalf of the Health Service Executive in connection with any arrangements made under the Health Acts, for the supply of medicines;

“**statutory declaration**“ means a statutory declaration made under and in accordance with the provisions of the Statutory Declarations Act, 1938;

“**stock order form**“ means a form supplied by or on behalf of the Health Service Executive for the purpose of clause 2 of this schedule and which has been issued and signed by a practitioner;

“**supervising pharmacist**“ means the Pharmacist under whose personal supervision the Community Pharmacy is conducted and whose name and signature is incorporated in the statement required under clause 20 of this Agreement and who shall constitute and fulfil the requirements of a pharmacist in whole-time charge for the purposes of the Pharmacy Act 2007.

Interpretation

In this schedule, unless the context otherwise indicates, any reference to a clause shall be construed as a reference to a clause contained in this contract and any reference in a clause to a sub-clause shall be construed as a reference to a sub-clause of that clause. Any reference in a sub-clause to a paragraph shall be construed as a reference to a paragraph in that sub-clause. References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or replaced by any subsequent enactment, modification, order, regulation or instrument. References to any statute, enactment, order, regulation or other similar instrument shall include reference to any regulations made thereunder.

TERMS AND CONDITIONS OF AGREEMENT WITH COMMUNITY PHARMACY CONTRACTOR

1. (1) The pharmacy contractor shall supply, with reasonable promptness, to -
 - (a) any GMS eligible person, or other person authorised to act on his/her behalf, who presents a properly completed prescription form signed by a practitioner; or
 - (b) any other person who presents a properly completed order for medicines on a prescription, such medicines as may be ordered.
 - (2) In the supply of a medicine on prescription under this agreement, the pharmacy contractor shall exercise his/her professional judgement and discretion as a pharmacist subject to any directions that may be issued from time to time by the Minister or by the Health Service Executive or by a body acting on behalf of the Health Service Executive, after consultation with the Pharmacy Contractors' Committee. Such pharmacist, in the discharge of his/her professional judgement and discretion, shall exercise due diligence and care and shall satisfy himself/herself that the safety of the patient is paramount, and shall in the course of the provision of services in accordance with the terms of this agreement, provide the same level and quality of service to both public patients and private patients. In the exercise of his/her professional judgement and discretion, the pharmacist shall where necessary act in consultation with the practitioner who issued the prescription concerned.
 - (3) A pharmacist who, in the exercise of his/her professional judgement and discretion under this paragraph, is obliged to depart from the strict terms of the prescription as specified by the practitioner, or who supplies a medicine on foot of a prescription issued on a non-proprietary basis, which thereby leaves the choice of a particular manufacturer's product to be supplied to the pharmacist, shall complete his/her part of the prescription form contemporaneously with the dispensing and compounding of the prescription concerned.
 - (4) (i) The chief executive officer shall establish, after consultation with the Pharmacy Contractors' Committee, schemes -
 - (a) for testing the quality and checking the amount of medicines supplied, and operating on the basis that a medicine dispensed and awaiting collection in the pharmacy shall be deemed to have been supplied;
 - (b) for securing that one or more pharmacies in each area shall be available to provide services at all reasonable times. Such schemes shall specify the days and hours during which such pharmacies shall be available which may be arranged on an agreed rotational basis.(ii) The pharmacy contractor shall participate in the schemes established under this clause.
2. The pharmacy contractor shall supply to any practitioner, who has entered into an agreement with the Health Service Executive to provide services under the provision of the Health Acts, such medicines for the use of eligible persons as the practitioner may requisition, subject to any directions that may be issued from time to time by the Minister or by the Health Service Executive or by a body acting on behalf of the Health Service Executive after consultation with the Pharmacy Contractors' Committee.
 3. The pharmacy contractor shall provide such other services as may be determined from time to time by the Minister or by the Health Service Executive or by a body acting on behalf of the Health Service Executive after consultation with the Pharmacy Contractors' Committee.
 4. (1) All medicines supplied by the pharmacy contractor on foot of a prescription or stock order form shall -
 - (a) be lawfully available in the State and insofar as the quality is concerned, conform to the standard or formula for such medicines as established in the Irish Pharmacopoeia or in the European Pharmacopoeia; where no such standard or formula is so established, the grade or quality of the medicine supplied shall not be lower than that ordinarily used for medical purposes; and
 - (b) insofar as the quantity is concerned and subject to sub-clause (2) hereof, conform with the amount specified on the said prescription or stock order form.

- (2) Where a prescription is issued in respect of a quantity of a medicine which does not conform to the amount in the pack presentation of the product which is available on the market, the pharmacist, in the exercise of his/her professional judgement and discretion, may supply the quantity in the nearest pack presentation provided that the quantity so supplied is not normally greater than one month's supply for the patient concerned.
 - (3) The pharmacy contractor shall ensure that the conduct of his/her practice, insofar as the dispensing and compounding of medicines are concerned, including the adequacy of the containers used for such medicines and for the labelling thereof, is in conformity with the standards of best pharmaceutical practice as determined by the Pharmaceutical Society of Ireland from time to time.
 - (4) The pharmacy contractor shall not give, promise or offer to any person any gift or reward (whether by way of a share of, or dividend on, the profits of the practice or by way of discount or rebate or otherwise) as an inducement to or in consideration of his/her presenting, or directing the placing of, an order for medicines.
5.
 - (1) The pharmacy contractor shall maintain at his/her place of practice proper and sufficient accommodation, up-to-date reference texts, equipment, records and stocks for the compounding and dispensing of medicines and for the supplying and fitting of appliances.
 - (2) The pharmacy contractor shall further ensure that the staff employed for these purposes are appropriately qualified and adequately trained and shall ensure that all persons dispensing and compounding medicines or fitting appliances are familiar with current practices and standards and shall procure such information and training as is necessary to achieve this.
6.
 - (1) The supervision of the contracted community pharmacy and the dispensing and compounding of medical prescriptions therein under this agreement shall be carried out in accordance with the provisions of the Pharmacy Act, 2007 and such other Acts and regulations as may from time to time be applicable to the dispensing and compounding of medical prescriptions.
 - (2) The pharmacy contractor shall ensure that the nominated supervising pharmacist has at least three years experience in the practice of community pharmacy including up-to-date professional knowledge and experience in the counselling of patients in their use of medicinal products and, is not acting in a similar capacity in respect of any other pharmacy.
 - (3) Except insofar as this agreement relates to the duties and obligations of a supervising pharmacist, nothing in this contract shall prejudice the entitlements of a pharmaceutical assistant under Section 30 of Pharmacy Act 2007.
7.
 - (1) The pharmacy contractor shall, if requested, allow a pharmacist nominated by the chief executive officer to inspect, at any reasonable time, the accommodation, the dispensing equipment, prescription forms, and records used for the purposes of this agreement including the medicines kept on the premises of the community pharmacy. Where the inspection includes an examination of records, the pharmacy contractor shall permit the pharmaceutical chemist to be accompanied by other persons nominated by the chief executive officer.
 - (2) The pharmacy contractor shall allow an inspector of the Pharmaceutical Society of Ireland, on foot of a specific or general request from the chief executive officer, to inspect the community pharmacy and pharmacy services provided therein, at any reasonable time.
8. The pharmacy contractor shall keep his/her premises open for the provision of services, at a minimum, on the days and during the hours set out in the contract agreement and he/she shall give five days prior notification in writing to the chief executive officer of any proposed change in these arrangements, or such shorter period as may be agreed between the HSE and the pharmacy contractor. In the interest of ensuring sufficient availability of services, the HSE reserves the right to refuse such a closure. In reaching a determination on a closure notification the HSE shall have due regard to the impact on patients in the locality and the requirement to insure safe continuity of services to them. The HSE shall not unreasonably withhold its approval to such requests.
9.
 - (1) The pharmacy contractor shall prior to the dispensing of each prescription, and prior to the supply of the medicine, ensure that a pharmacist reviews the medicine therapy of the individual for whom the prescription is issued.

- (2) The review provided for in sub-clause (1) shall include screening for any potential drug therapy problems, which may arise out of the use of the medicine(s) prescribed. The problems to be screened for shall include those which may be due to therapeutic duplication, drug-drug interactions (including serious interactions with non-prescription or over-the-counter medicines or foods), incorrect drug dosage or duration of drug treatment, drug-allergy interactions and clinical abuse and/or misuse.
- (3) (i) The source of standards for such review shall be
 - (a) the British National Formulary;
 - (b) the Summaries of Product Characteristics, incorporated in the product authorisations granted under the Medical Preparations (Licensing and Sale) Regulations, 1996 (SI No. 43 of 1996) or an authorisation granted or renewed by the European Commission in accordance with EU Council Regulation No. (EEC) 2309/93 laying down Community procedures for the authorisation and supervision of medicinal products;
 - (c) any guidance notes published by the National Medicines Information Centre;(ii) Other standards for such review as may be agreed and notified from time to time as provided for in clause 19(3) of this agreement.
- (4) The review provided for in sub-clause (1) shall also include an examination of the rational and cost effective use of the medicine prescribed, including the choice of the medicine and the potential for wastage.
- (5) Following completion of the review provided for in sub-clause (1), the pharmacist shall offer to discuss with the individual for whom the prescription is issued, or with the carer of such person, all such matters as the pharmacist, in the exercise of his/her professional judgement, deems significant including the following -
 - (a) the name and description of the medicine;
 - (b) the dosage form, the method and route of administration and the duration of therapy;
 - (c) any special directions and precautions for the correct preparation, administration and use of the medicine(s);
 - (d) the importance of compliance with the directions for use;
 - (e) any common severe side-effects and adverse reactions or interactions and therapeutic contra-indications that may be encountered, including their avoidance and the action required should they occur;
 - (f) techniques for self-monitoring during therapy and the need for patient compliance;
 - (g) proper storage of the medicine;
 - (h) prescription repeat information (as necessary);
 - (i) action to be taken in the event of a missed dose;
 - (j) methods for the safe disposal of the medicine in the event of the course of treatment not being completed; and
 - (k) any other matters which may be included or referred to in the patient information leaflet supplied with the medicine.
- (6) The pharmacy contractor shall ensure that pharmacist manpower in the pharmacy is sufficient in order to fully discharge the obligations of this clause and the agreement as a whole.
- (7) The terms of this clause shall come into effect, not later than 1 August 1998. A programme of continuing education for pharmacists engaged in the delivery of community pharmaceutical services under the Health Acts shall have been initiated prior to that date.
- (8) In this clause the term "drug" includes "medicines".

10. The pharmacy contractor shall produce to the chief executive officer such evidence as the chief executive officer may require to confirm that the pharmacy contractor is registered in accordance with the terms of the Data Protection Act, 1988. The Health Service Executive and the pharmacy contractor shall each ensure their compliance with the Data Protection Act, 1988 and any amendments thereto and any regulations enacted under that Act. The Health Service Executive and the pharmacy contractor shall further ensure that persons having access to data arising on foot of this agreement will comply with the provisions of the said legislation.
- In particular, the pharmacy contractor shall provide to the chief executive officer, evidence that the registered purpose for which the data is kept includes facilitating the Health Service Executive and the Primary Care Reimbursement Service in collecting and assimilating information in respect of and monitoring the use and dispensing of medicines by pharmacy contractors under the terms of this agreement.
11. The pharmacy contractor shall at his/her place of practice exhibit in such manner as to be readily visible by the public, a notice to be provided by the Health Service Executive, or by a body acting on behalf of the Health Service Executive, indicating that he has entered into an agreement to provide services under the provisions of the Health Acts and shall indicate thereon the hours of service under this agreement with the Health Service Executive.
12. (1) The HSE shall in consideration of the service provided by the pharmacy contractor in accordance with these terms and conditions and on foot of claims made in the form and at the times directed by the Minister, make payments or arrange for payments to be made to the pharmacy contractor for prescriptions dispensed at his/her contracted community pharmacy in accordance with such rates as may be approved or directed by the Minister from time to time after consultation with the Pharmacy Contractors' Committee.
- (2) The HSE, including the Primary Care Reimbursement Service, and pharmacy contractors shall jointly facilitate the introduction, development and use of appropriate information technology and telematic services for the effective management of the schemes including the collection and dissemination of information and the transmission of claims data.
13. (1) The pharmacy contractor shall not demand or accept any payment or consideration whatsoever other than payments under clause 12(1) in reward for the supply of medicines which under the Health Acts are to be supplied without charge.
- (2) The pharmacy contractor may request identification and evidence of eligibility for all drug schemes to which the State shall or may contribute in whole or in part.
14. (1) The pharmacy contractor shall make arrangements to supply on an appropriate claim form, in relation to any medicines dispensed under clause 1 (1)(b), such information as may be deemed relevant by the chief executive officer following consultation with the Pharmacy Contractors' Committee.
- (2) The pharmacy contractor shall co-operate with the chief executive officer and the Primary Care Reimbursement Service in the discharge of any statutory obligations imposed upon them including the obligation to establish the accuracy of claims.
15. Where the chief executive officer of the HSE has reason to believe that a pharmacy contractor has failed to comply with any of the terms of the agreement, or is conducting himself/herself or his/her business in such a way as may present a danger to public health, or if the pharmacy contractor, or any person employed by the pharmacy contractor, has been convicted of an offence which is considered by the chief executive officer to be serious in the context of the practice of pharmacy, the chief executive officer shall notify the pharmacy contractor of the reasons for such belief by registered post and inform him that he will consider any representations in regard to the matter which may be received by him from the pharmacy contractor within fourteen days of the date of the notification. The chief executive officer may, if he is satisfied, after consideration of any representations which the pharmacy contractor may make in regard to the matter, that the pharmacy contractor has not complied with the terms of the agreement and if he so thinks fit, either-
- (a) issue a warning to the contractor or otherwise communicate appropriately with him,
- or
- (b) arrange for the reference of the matter to a committee established under clause 16 of this Agreement for the purpose of investigating such a matter.

16. The committee established by the chief executive officer to carry out the investigation referred to in clause 15 shall consist of -
- (i) one person (being chairman of the Committee) who shall be nominated by the Minister for Health and Children in consultation with the Pharmacy Contractors' Committee and who shall be legally qualified;
 - (ii) two persons selected by the chief executive officer; and
 - (iii) two persons nominated by the Pharmacy Contractors' Committee.
17. A committee established in accordance with clause 16 shall act in accordance with the following rules:-
- (i) The committee may act notwithstanding any vacancy among its members.
 - (ii) The committee may not act unless the Chairman and at least one of the persons selected by the chief executive officer and one of the persons nominated by the Pharmacy Contractors' Committee are present.
 - (iii) The chairman of the committee shall convene the first meeting of the committee not less than ten days after the committee is established.
 - (iv) During the conduct of the committee's proceedings, the chairman shall have discretion as to the conduct of the proceedings and in particular shall -
 - (a) decide the order of appearance of persons appearing before the committee;
 - (b) permit the pharmacy contractor concerned, or the chief executive officer, to appear in person or to be represented and/or assisted by another person; and
 - (c) hear, if he/she thinks fit, any person who is not a party to the proceedings.
 - (v) Any questions arising before the committee shall be decided by the majority of the members of the committee who are present and vote and, in case of an equality of votes on any question, the chairman shall have a second or casting vote.
 - (vi) The committee shall make its recommendations in writing to the chief executive officer who shall notify in writing (within seven days) the pharmacy contractor concerned of the recommendations.
 - (vii) A committee shall complete its examination of a complaint with all practicable speed.
 - (viii) Where a committee upholds a complaint, it may -
 - (a) recommend to the HSE that the pharmacy contractor should be admonished;
 - (b) recommend to the HSE that the pharmacy contractor or the supervising pharmacist concerned, should undergo specific periods of educational training and/or supervised practice, the cost of which will be deducted from the monies due to the pharmacy contractor;
 - (c) recommend to the HSE that a deduction should be made from monies due to the pharmacy contractor;
 - (d) recommend termination of the agreement between the HSE and the pharmacy contractor;
 - (ix) Where the committee recommends the termination of the agreement, the chief executive officer shall notify in writing (within seven days of receipt of the committee's recommendation) the pharmacy contractor concerned that the agreement shall be terminated on behalf of the HSE after the expiration of a period of twenty-one days, unless a request has been made to the Minister under paragraph (x). The chief executive officer shall at the same time notify in writing the Registrar of the Pharmaceutical Society of Ireland of the recommendation of the Committee and shall on request from the Registrar supply such particulars as may be necessary for the Society to consider the matter.

- (x) The pharmacy contractor in relation to whom a recommendation for termination of an agreement has been made under paragraph (viii) may request the Minister to issue a direction to the chief executive officer as provided for in paragraph (xi).
 - (xi) A request under paragraph (x) shall be submitted in writing to the Minister either by the pharmacy contractor concerned or on his/her behalf and shall specify the grounds on which the pharmacy contractor requests the Minister to issue a direction to the chief executive officer and the Minister shall notify the chief executive officer of the receipt of such request.
 - (xii) Where a request is made to the Minister under paragraph (x), the Minister may give to the chief executive officer a direction (being a direction to comply with the recommendation of the committee or such other direction as the Minister considers appropriate) and the chief executive officer shall comply with any such direction.
18. (1) The chief executive officer may, after consultation with the chairman or in his/her absence the vice-chairman of the board, suspend an agreement pending a decision following a reference to a committee established under clause 16 where in the opinion of the chief executive officer the circumstances are sufficiently serious to warrant such suspension in the public interest. Where the decision to suspend the agreement arises from an issue in respect of the practice of pharmacy, the chief executive officer shall prior to suspending an agreement consult with a member of the Council of the Pharmaceutical Society of Ireland who is a pharmacist practising in a community pharmacy and who has been nominated by the Registrar of the Pharmaceutical Society of Ireland. In circumstances where there is no alternative community pharmacy in a particular area, the chief executive officer, following the above consultative process, may arrange for the assignment of a supervising pharmacist to the pharmacy in question pending a decision following a reference to a committee established under clause 16. Except in circumstances where there is no case to be answered following such proceedings, the cost of any such arrangement shall be the responsibility of the pharmacy contractor concerned.
- (2) In the event of the termination of the contract, the chief executive officer may continue with such an arrangement for the management of the pharmacy in question until such time as alternative arrangements are made for the provision of community pharmacy services in the area.
19. (1) This agreement shall terminate forthwith on the pharmacy contractor or, in the case of a body corporate, the supervising pharmacist, ceasing to be entitled to practice as a pharmacist or upon his/her ceasing to keep open shop for the compounding and dispensing of medical prescriptions or on the cessation of the said contractor's entitlement so to do.
- (2) The pharmacy contractor may terminate the agreement on giving three months notice in writing or such shorter period of notice, in writing, as may be agreed by the chief executive officer.
- (3) This agreement is to be construed as contingent upon the terms agreed or to be agreed between the Minister and the Pharmacy Contractors' Committee regarding arrangements for the provision of pharmaceutical services under the provisions of the Health Acts. The pharmacy contractor and the HSE agree that any changes in the terms of such arrangements, which may be agreed between the Minister and the Pharmacy Contractors' Committee, shall be incorporated into this agreement and the terms of this agreement shall be construed accordingly, following the issue of a notification of such agreed changes by the Minister.
- (4) Nothing in this agreement shall interfere with the statutory functions prescribed from time to time of the Minister or of the chief executive officer.
- (5) The terms and conditions of this agreement between the Pharmacy Contractors' Committee and the Minister may be subject to review after a period of five years. In default of agreement on any such review, the matters of disagreement shall be subject to mediation and recommendation by a third party appointed by the Minister following consultation with the Pharmacy Contractors' Committee. Any alterations to the agreement between the Minister and the Pharmacy Contractors' Committee arising from the review provided for in this clause, shall be incorporated into this agreement and the terms of this agreement shall be construed accordingly, following the issue of a notification of such agreed changes by the Minister. The terms and conditions of this agreement may also be extended for specified periods with the agreement of the Minister and the Pharmacy Contractors' Committee.

20. (1) In the case of a body corporate, the pharmacy contractor shall submit to the chief executive officer a statement in writing signed by two directors, or by a director and the secretary, on behalf of the said body corporate, specifying the name of the supervising pharmacist under whose supervision the community pharmacy in respect of which the agreement relates and the dispensing and compounding of medical prescriptions therein is conducted. This statement shall be submitted in the format prescribed in the appendix to this Schedule and shall also be signed by the supervising pharmacist concerned and witnessed. Where the aforementioned supervising pharmacist ceases to act in that capacity, this agreement shall terminate one month after the date he/she has ceased to so act, unless a new statement as prescribed in this paragraph has been furnished to and accepted by the chief executive officer.
- (2) Sub-clause (1) shall also apply in the case of a community pharmacy which is conducted otherwise than under the personal supervision of the pharmacist owner thereof.
21. (1) An agreement in respect of any community pharmacy, the owner or beneficial owner of which is a practitioner who practices or who commences to practice as such in the area in which the pharmacy is located, shall be void. A director or a shareholder of a body corporate, being the pharmacy contractor under this agreement, shall not be a practitioner practising as such in the area in which the pharmacy is located; where the owner or beneficial owner of the said body corporate is a practitioner practising as such in the area in which the pharmacy is located, this agreement shall be void.
- (2) Sub-clause (1) shall not apply in the case of any person who was the holder of a contract on the 30th day of May, 1996.
- (3) In the case of a body corporate, the chief executive officer shall be furnished with a list of directors and shareholders of the said body corporate and the company secretary shall confirm by way of certificate that the directors and shareholders are directors and shareholders on their own account and not in their capacity as nominees or trustees for any other person. In the event that such directors or shareholders hold such directorships or shares in their capacity as nominees or trustees, then this agreement shall be void.
22. (1) This agreement is personal to the holder thereof and relates only to the premises specified in the agreement and the professional practices, including the dispensing and compounding of medical prescriptions conducted therein. It is non-transferable.
- (2) Where the holder of an agreement is a body corporate and a change in the ownership or in the beneficial ownership of the said body corporate takes place, the agreement shall automatically terminate and a new agreement shall be required by the said body corporate.
- (3) Without prejudice to the foregoing, the pharmacy contractor shall notify the chief executive officer immediately in writing of any change in the ownership or in the beneficial ownership of the community pharmacy in respect of which the agreement relates.
- (4) Where the pharmacy contractor, being an individual, is declared bankrupt, or being a body corporate, has a liquidator, receiver or examiner appointed to it or where the pharmacy contractor is insolvent, then this agreement shall immediately terminate, but without prejudice to the rights of either party accruing prior to the date of termination.
- (5) In the event of the death of the pharmacy contractor, being an individual, or in the case that the pharmacy contractor is a body corporate, the death of the supervising pharmacist, such death shall be notified to the chief executive officer as soon as reasonably possible and the agreement shall, in such event, remain in force for a period of one month from the date of the death of the pharmacy contractor or supervising pharmacist as the case may be and shall, on the expiration of that period, terminate. This is without prejudice to the entitlement of the chief executive officer, to grant to any other party, a Community Pharmacy Contractor Agreement in respect of the premises the subject of this agreement.
23. (1) For the purposes of clauses 21 and 22, the chief executive officer shall, prior to the granting of a contract agreement, obtain a statutory declaration of the company secretary where appropriate or other competent person in order to identify the ownership or the beneficial ownership of the business, in respect of which the proposed agreement is to relate.

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- (2) The pharmacy contractor shall furnish to the chief executive officer such statutory declarations of the company secretary where appropriate or other competent person as it may require from time to time for the purposes of identifying the ownership or the beneficial ownership of the community pharmacy practice in respect of which the agreement relates.

- 24.
 - (1) The pharmacy contractor shall ensure that his/her personal professional liability and that of anyone employed by him/her is adequately covered by indemnity insurance which shall cover legal representation in addition to other costs or damages which may arise. Such insurance shall cover the professional liability of any supervising pharmacist or other pharmacist employed or engaged in connection with the supervision of his/her pharmacy and the compounding and dispensing of medicines therein. The pharmacy contractor shall on request produce to the chief executive officer such evidence of adequate personal professional liability insurance as the chief executive officer may require.

 - (2) The pharmacy contractor shall give the chief executive officer, if he so requests, the name, address and registration number as a pharmacist, of any pharmacist employed or engaged by him/her for the dispensing and compounding of medicines under this agreement.

- 25. This agreement shall be subject to the provisions of any legislation or regulations having an effect on the provision of services pursuant to this agreement which may be enacted from time to time.

APPENDIX

Clause 20

Statement for purpose of Clause 20 of the Community Pharmacy Contractor Agreement for the Provision of Community Pharmacy Services under the Health Acts.

To **Health Service Executive**

I/We (i)(hereinafter called the pharmacy contractor)

of

being lawfully entitled to keep open shop and keeping open shop for the compounding and dispensing of medical prescriptions under the Pharmacy Act 2007 at:

hereby state that a registered pharmacist
PSI Registration Number: has been appointed by this body corporate as the supervising pharmacist responsible for the supervision of the community pharmacy in respect of which this agreement relates.

Signature of Pharmacy Contractor: **(ii)Date:**

(ii)Date:

Signature of Witness: **Date:**

I being a registered pharmacist

PSI Registration Number declare that I have accepted responsibility as the

supervising pharmacist for the community pharmacy

for which the PSI Registration Number is

and that I am not acting in a similar capacity in respect of any other community pharmacy.

Signature of Supervising Pharmacist: **Date:**

Signature of Witness: **Date:**

Notes:-

- (i) A sole proprietor must give his full name. The full names and addresses of all the parties in a partnership must be stated. The exact corporate name of a company together with its Companies Office Registration Number must be given.
- (ii) A sole proprietor must sign personally. At least two partners must sign for a partnership. Two directors or a director and the company secretary must sign for a company.