

PHARMACY SERVICE AGREEMENT (the "Agreement")

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA
As represented by the Department of Health and Wellness
(Hereinafter referred to as "Department")

and

THE PHARMACY ASSOCIATION OF NOVA SCOTIA
(hereinafter referred to as "PANS")

Effective as if executed on October 1, 2019 (the "Effective Date") through to September 30, 2024

WHEREAS the Parties entered into an agreement (the "former Agreement") for the period of March 31, 2014 to March 31, 2016 to provide compensation to Providers for the provision of pharmacy-administered publicly funded influenza vaccine services to Residents under the *Fair Drug Pricing Act*;

AND WHEREAS the Parties have conducted themselves as if the former Agreement has continued in effect in accordance with Article 4.4 of that Agreement;

AND WHEREAS the Parties now wish to enter into a new Agreement pertaining to continuing and expanded pharmacy services by Providers to all Residents under the *Fair Drug Pricing Act*;

NOW THEREFORE in consideration of the mutual covenants, promises, and agreements contained in this Agreement, and other good valuable consideration, the Parties to this Agreement agree as follows:

1.0 Definitions

1.1 In this Agreement,

1.1.1 "Flu Vaccine Service" means pharmacist-administered, publicly funded seasonal influenza vaccines;

1.1.2 "Pharmacy Guide" means the Guide to the Nova Scotia Pharmacare Programs and Services, as published by the Nova Scotia Department of Health and Wellness, as amended from time to time.

1.1.3 "Provider" means:

1.1.3.1 A pharmacy licensed under the *Pharmacy Act* that has confirmed agreement with the Service Agreement between the Minister and the Pharmacy Association of Nova Scotia and has been designated as a provider, or in a class of providers, and

1.1.3.2 A supplier of drugs, devices or services that is not licensed as a pharmacy under the *Pharmacy Act* but is designated as a provider or in a class of providers.

1.1.4 "Resident" means a resident as defined in the *Hospital Insurance Regulations* under the *Health Services Insurance Act*, or any successor legislation.

1.1.5 "Steering Committee" means the Pharmacy Services Steering Committee established under the Tariff Agreement and in accordance with the Terms of Reference attached thereto as Appendix A.

2.0 Services and Claims for Services

2.1 Providers will provide the Services set out in Article 2.3 to a Resident who has a valid Nova Scotia health card number, and both the Resident and the Service meets the eligibility criteria as established by the Pharmacy Guide.

2.2 The Department is the payor of last resort for any Services rendered by a Provider under this Agreement.

2.3 The Department agrees to reimburse a Provider the following maximum special services fee for the provision of the specified Service:

2.3.1 Flu Vaccine Administration:

2.3.1.1 Effective Date - March 31, 2020: \$12 per vaccine

2.3.1.2 April 1, 2020: \$12.40 per vaccine

2.3.1.3 April 1, 2021: \$12.55 per vaccine

2.3.1.4 April 1, 2022: \$12.70 per vaccine

2.3.1.5 April 1, 2023: \$12.85 per vaccine

2.3.1.6 April 1, 2024: \$13.00 per vaccine

2.3.2 Adult Vaccines:

2.3.2.1 The Parties agree the Department, in consultation with PANS, may expand the role of Providers for publicly funded adult vaccines, subject to confirmation of vaccine funding, distribution and storage, with such expansion to be overseen by the Chief Medical Officer of the Department.

2.3.3 Prescription Renewal:

2.3.3.1 April 1, 2020 – September 30, 2024:

2.3.3.1.1 \$12 fee if three (3) prescriptions or less are renewed

2.3.3.1.2 \$20 fee if four (4) or more prescriptions are renewed

2.3.3.1.3 Maximum of four (4) service fees billed per year per patient

2.3.4 Assessment and Prescribing for Herpes Zoster:

2.3.4.1 January 1, 2020 – September 30, 2024:

2.3.4.1.1 \$20 fee per assessment

2.3.4.1.2 Maximum of two (2) service fees billed per year per patient

2.3.5 Assessment and Prescribing for Urinary Tract Infections:

2.3.5.1 January 1, 2020 – September 30, 2024:

- 2.3.5.1.1 \$20 fee per assessment
- 2.3.5.1.2 Maximum of two (2) service fees billed per year per patient

2.3.6 Contraception Management Assessment and Prescribing:

2.3.6.1 January 1, 2020 – September 30, 2024:

- 2.3.6.1.1 \$20 fee per initial assessment
- 2.3.6.1.2 \$20 per subsequent assessment that results in a change in therapy
- 2.3.6.1.3 \$12 fee per subsequent assessment that does not result in a change in therapy
- 2.3.6.1.4 Maximum of one (1) service fee billed per year per patient for an initial assessment
- 2.3.6.1.5 Maximum of one (1) service fee billed per year per patient for a subsequent assessment that results in a change in therapy
- 2.3.6.1.6 Maximum of one (1) service fee billed per year per patient for a subsequent assessment that results in no change in therapy

2.3.7 Anticoagulation Management:

2.3.7.1 October 1, 2019 – September 30, 2024:

- 2.3.7.1.1 \$50 fee per month for patients enrolled prior to October 1, 2019 as part of the Community Pharmacist-led Anticoagulation Management Service (“CPAMS”) demonstration project or as part of the unattached patient program
- 2.3.7.1.2 Program details to be reviewed upon receipt of the CPAMS final evaluation.

2.3.8 Such other services, e.g. Smoking Cessation, as may be agreed to by the Parties during the Term of this Agreement.

- 2.4 The Parties agree that the Services set out in Sub-articles 2.3.3 to 2.3.7 are subject to evaluation during the Term of this Agreement by the Department, in its sole discretion, with guidance from the Steering Committee.
- 2.5 Providers will submit claims for the fee for Service to the Department in a form and manner determined by the Department, such claims which must be received within 90 days of the date upon which the Service was supplied.
- 2.6 The Parties agree that no loyalty points or similar program may be offered by a Provider on any of the Services listed under Article 2.0.

3.0 Demonstration Projects

- 3.1 The Department will provide four hundred thousand dollars (\$400,000) funding effective April 1, 2020 and annually thereafter during the Term of this Agreement to conduct demonstration projects for new services under consideration.
- 3.2 The Parties agree that if monies allocated are not spent on demonstration projects in the year in which they are allocated, the remaining monies may only

be carried over to the subsequent year to be used for demonstration projects, not exceeding carryover of monies for more than two (2) consecutive years.

4.0 Audit

4.1 Providers will permit the Department or its authorized agents, access to all provider records deemed necessary by the Department to verify billings under this Agreement.

5.0 Confirmation by Providers

5.1 The Parties acknowledge and agree that Providers will become parties to this Agreement, and cease to be parties to this Agreement, in accordance with a signed Confirmation of Agreement, in a form determined by the Department in its sole discretion.

6.0 Term and Termination

6.1 The Term of this Agreement will commence on October 1, 2019 to September 30, 2024 (the "Term").

6.2 The Parties may agree to extend the Agreement beyond the end of the Term of September 30, 2024 subject to the understanding that any extension may be terminated with 30 days' notice by either party.

6.3 This Agreement may be terminated by either Party sending a written notice of termination by registered mail addressed to the other party at that party's last known mailing address, in which case the Agreement will expire on the 90th day following the date of mailing.

6.4 Upon expiry of this Agreement on September 30, 2024, if the Parties have not extended the Term of this Agreement in accordance with clause 6.2 or served notice of termination pursuant to clause 6.3, the provisions of this Agreement will remain in effect until such time as the Parties agree upon a new Agreement, or the Agreement is terminated through 30 days' notice by either party.

6.5 In the event that:

6.5.1 The Provider has its license or certificate of accreditation revoked or suspended, the provider's rights under this Agreement is terminated without notice.

6.5.2 There is a change in Provider ownership, the provider will notify the Department 30 days in advance of the change in ownership, and the Provider's rights under this Agreement will automatically terminate on the date of transfer of ownership. The Department agrees to retain this information in confidence.

6.5.3 The Provider is found to contravene or default on the obligations under this agreement, the provider's rights under this Agreement will automatically terminate.

6.6 Upon termination, the rights of the Provider hereunder automatically cease and terminate, and the Department agrees to pay the Provider all claims then properly due and owing pursuant to this Agreement, provided that such claims are submitted within 90 days of the date of the termination. Notwithstanding the termination of this Agreement, the Department may continue to exercise its audit rights pursuant to Article 4.0 of this Agreement.

7.0 **Amendment**

7.1 This Agreement, including Appendix A, may be amended with the written consent of both Parties.


8.0 **Approval**

8.1 This Agreement is subject to approval by Governor in Council.


Witness


DEC 09 2019

Date


Honourable Randy Delorey
Minister of Health and Wellness

Accepted on behalf of The Pharmacy Association of Nova Scotia subject to ratification by the Associations' Executive.


Witness


Allison Bodnar
Chief Executive Officer
Pharmacy Association of Nova Scotia

Nov. 8 2019
Date

APPENDIX A

PHARMACY SERVICES STEERING COMMITTEE

TERMS OF REFERENCE

1.0 PURPOSE

The Pharmacy Services Steering Committee (PSSC) is established, and is provided with these Terms of Reference, under the authority of the Minister of Health and Wellness (Minister).

The purpose of the PSSC is to provide a forum for senior management from the Nova Scotia Department of Health and Wellness (DHW), the Pharmacy Association of Nova Scotia (PANS) and as required, representatives from other stakeholder groups, to discuss and resolve issues of a strategic nature and to identify opportunities that support the ongoing relationship between community-based pharmacy and the Province of Nova Scotia.

2.0 MEMBERSHIP

The PSC consists of:

- Three members from the Department of Health and Wellness, as appointed by the Deputy Minister, including one member nominated to serve as co-chair.
- One member from the Department of Community Services, as appointed by the Deputy Minister.
- Three members from the Pharmacy Association of Nova Scotia, as appointed by the Board of Directors, including one member nominated to serve as co-chair.
- Representatives from other stakeholder groups may be invited to attend, as required.

3.0 MANDATE AND RESPONSIBILITIES

The PSSC is an oversight and advisory committee whose members are accountable to their respective organizations.

The PSC's responsibilities include, but may not be limited to:

- The review, approval and ongoing revision of this Terms of Reference document.
- The establishment of reporting and communications processes, used to inform stakeholders of the objectives, activities, progress and accomplishments of the PSSC and any Working Group(s) or sub-committee(s) established by the PSSC.
- Sharing of information as appropriate to the project.
- Oversight for any agreement(s) (existing or new) between DHW and PANS.
- To provide a forum for discussion of issues related to the delivery of pharmacy services and new investments in pharmacy services.
- Identification, prioritization and development of recommendations to the Minister of Health and Wellness, for demonstration products and/or agreements for funded services that may be considered in the future.
- Direction for any Working Group(s) established to support the mandate identified.

4.0 MEETINGS

The PSSC will meet no less than three times per year and such additional times as necessary to efficiently carry out its mandate.

5.0 GENERAL PROVISIONS

5.1 Secretariat and Administrative Support

Secretariat and administrative support is provided by the PSSC co-chairs or their delegates.

5.2 Amendment to Terms of Reference

These Terms of Reference may be amended at any time with the agreement of the DHW and PANS and approval by the Minister.

5.3 Confidentiality

Committee members will be required to sign a Confidentiality Agreement.

5.4 Working Group(s) and Sub-Committees

Working Group(s) and/or sub-committee(s) can be created and disbanded on an "as-needed" basis by the PSSC to examine issues or opportunities on behalf of the PSSC.