

**AMENDING AGREEMENT #4  
(the "Amending Agreement")**

to the

**PHARMACY SERVICE 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")**

**WHEREAS** the Parties entered into an agreement (the "Original Agreement") for the period of October 1, 2019 to September 30, 2024 to provide compensation to Providers for the provision of pharmacy-administered publicly funded services to Residents under the *Fair Drug Pricing Act*;

**AND WHEREAS** the Parties now wish to enter amend the Original Agreement to expand the provision pharmacy services to include dispensing of COVID-19 oral antiviral medications to clinically eligible patients by Providers in response to the global COVID-19 pandemic;

**AND WHEREAS** the Parties also wish to amend the Original Agreement to expand the provision of pharmacy services to include funding prescription renewal services for residents unable to access prescription medications at their usual pharmacy due to pharmacy closures;

**AND WHEREAS** the Parties also wish to amend the Original Agreement to reflect a fee increase for pharmacy-administered COVID-19 vaccine administration;

**NOW THEREFORE** in consideration of the above terms and conditions set out herein, the Parties agree to amend the Original Agreement as follows:

1.0 The parties agree that Section 2.3.1B of the Original Agreement is deleted and replaced with the following:

**2.3.1B COVID-19 Vaccine Service:**

**2.3.1B.1** February 2, 2021 to January 22, 2022: \$16 per vaccine dose

**2.3.1B.2** Effective January 23, 2022 to March 31, 2022: \$18 per vaccine dose

**2.3.1B.3** Effective April 1, 2022: \$16 per vaccine dose

2.0 The parties agree that Section 2.3 of the Original Agreement is amended by adding the following new pharmacy service:

**2.3.3A Prescription Renewal related to Pharmacy Closure:**

**2.3.3A.1** For pharmacy closures related to the COVID-19 pandemic, effective January 21, 2022 to March 31, 2022, or an alternate date determined by the Department and provided to PANS in writing at least seven (7) calendar days in advance:

- 2.3.3A.1.1 \$12 fee if three (3) prescriptions or less are renewed
- 2.3.3A.1.2 \$20 fee if four (4) or more prescriptions are renewed

2.3.3A.2 For other pharmacy closures, the effective dates for which will be determined by the Department and provided to PANS in writing:

- 2.3.3A.2.1 \$12 fee if three (3) prescriptions or less are renewed
- 2.3.3A.2.2 \$20 fee if four (4) or more prescriptions are renewed

3.0 The parties agree that Section 2.3 of the Original Agreement is amended by adding the following new pharmacy service:

2.3.7A Assessment, Prescribing, and Dispensing of Antiviral Medication for Treatment of COVID-19:

2.3.7A.1 Effective January 21, 2022 to September 30, 2024:

- 2.3.7A.1.1 Dispensing fee up to a maximum of the Pharmacare Tariff Agreement per dispense
- 2.3.7A.1.2 \$3.50 provisional special rate per dispense

2.3.7A.2 Effective at a date mutually agreed by the Department and PANS to September 30, 2024:

- 2.3.7A.2.1 \$20 fee for pharmacist assessment and prescribing

4.0 Providers and / or PANS may submit claims for reimbursement of reasonable expenses incurred in relation to delivery services for COVID-19 antiviral medications as mutually agreed by the Department and PANS.

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

6.0 The parties agree that the Original Agreement, save as amended herein, in all other respects continues in full force and effect for the term thereof.

7.0 This Amending Agreement may be signed by the Minister and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Amending Agreement to the other party upon request or as otherwise required by law.


8.0 This Amending Agreement shall take full force and effect as if fully executed on January 21, 2022.


  
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Witness

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Honourable Michelle Thompson  
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

JANUARY 20, 2022  
Date