AMENDING AGREEMENT #1 P###

This Amending Agreement #1 to the Proprietor Agreement is effective as of March 1, 2021 (the "Effective Date")

BETWEEN:

HER MAJESTY THE QUEEN
in right of the Province of Saskatchewan,
as represented by the Minister of Health
("**Ministry**")

AND:

_____ of the_____
(Proprietor) (village, town, city)
(Corporate Name as registered with Corporations Branch, where applicable)

of _____ in the Province of _____
(name of village, town, city) (location of corporate head office, if applicable)

operating as _____ located at _____
(name of pharmacy) (address of pharmacy)

in the _____ of _____
(village, town, city) (name of village, town, city) (postal code)

(the "**Proprietor**")

WHEREAS the Minister and the Proprietor entered into a Proprietor Agreement dated the 1st day of November, 2018 setting out the conditions to provide financial assistance to eligible Saskatchewan residents for the purchase of drugs including the amount to be paid by the Minister for each drug dispensed and for a dispensing fee for professional services rendered in the dispensing of drugs to eligible residents (herein the "Original Agreement");

AND WHEREAS the Parties wish to amend the Original Agreement, in the manner set forth herein:

THE PARTIES agree as follows:

1.0 The Original Agreement is amended by this *Amending Agreement* #1, in the following manner:

(a) deleting clause 2.2 and replacing it with the following clause:

2.2 Subject to clause 2.3, this Agreement shall be in force from **March 1, 2021** (the date of commencement) until **February 28, 2022** (the date of

expiry) or until such time as a new Proprietor Agreement is negotiated and entered into by the Minister and the Proprietor unless earlier terminated in accordance with Article 13.0.

(b) deleting Schedule A, **1.1 Definitions**, and replacing it with the following:

1.1 Definitions

Each of the words and phrases used in this Agreement and its Schedules that are not otherwise defined shall have the following meaning:

a) "**acquisition cost**" has the meaning given to it in Schedule "B";

b) "**adjudicated**" means a determination of entitlement of a Saskatchewan resident under the Program as made by DPEBB and includes a determination of co-payments and deductibles in respect of the person being adjudicated;

c) "**alternative reimbursement**" means the fee charged by a pharmacist for providing a trial prescription to beneficiaries pursuant to Schedule "B," clause 1.2(f);

d) "**assessable acquisition cost**" means the total of the acquisition costs of all prescriptions dispensed by a Proprietor in a specified period pursuant to this Agreement;

e) "**beneficiary**" means a person and the person's family unit as adjudicated by the DPEBB pursuant to *The Prescription Drugs Regulations, 1993* (Saskatchewan) as being eligible to receive financial assistance under the Program for the purchase of drugs and services obtained from the Proprietor;

f) "**compliance packaging**" means devices or packaging systems where doses of one or more solid oral medications (tablets or capsules) can be organized according to the time of administration;

g) "**compliance packaging fee**" means the fee set out in the current Proprietor Agreement, for professional services associated with compliance packaging;

h) "**compounding fee**" means the fee set out in the current Proprietor Agreement, for services associated with preparing extemporaneous preparations;

i) "**COVID-19 Immunization**" means administration of a publicly funded COVID-19 vaccine by a pharmacist;

j) "**COVID-19 Immunization Fee (CIF)**" means the fee set out in the this Amending Agreement for professional services associated with administering publicly funded COVID-19 vaccine;

k) "**direct observed therapy (DOT)**" means that under the direct observation of a pharmacist, patients will be observed while they take their medication. Direct Observed Therapy (DOT) is designed to reduce the risk of treatment interruption and to ensure patient adherence;

l) "**direct observed therapy (DOT) fee**" means the fee set out in the current Proprietor Agreement, for professional services associated with performing Direct Observed Therapy (DOT);

m) "**dispensing fee**" means the fee more particularly set out in Schedule "B" for the provision of professional services associated with and culminating in dispensing a drug;

n) "**DPEBB**" means the Drug Plan and Extended Benefits Branch of the Saskatchewan Ministry of Health;

o) "**DPEBB Reference Manual**" means the manual prepared by DPEBB entitled "*Saskatchewan Health Drug Plan & Extended Benefits Branch Pharmacy Reference Manual, (July 2004)*," as amended from time to time;

p) "**drug**" means a drug as defined in *The Pharmacy and Pharmacy Disciplines Act,* as amended from time to time;

q) "**drug material cost**" means the sum of the acquisition cost plus the actual mark-up assessed by the Proprietor for the drugs contained within a prescription;

r) "**ECPI Program**" means the Enhanced Collection of Prescription Information Program established by Saskatchewan Health pursuant to *The Prescription Drugs Act* (Saskatchewan) to create an electronic health record for prescriptions for Saskatchewan residents;

s) "**eligible Saskatchewan resident**" means a Saskatchewan resident who is eligible to receive financial assistance under the Program

for the purchase of drugs and services and includes any person adjudicated by the DPEBB to be a beneficiary, special beneficiary, extraordinary beneficiary, but does not include Saskatchewan residents who are entitled to prescription drug services from any of the governments or agencies mentioned in clause 14.1;

t) "**extemporaneous preparations**" means pharmaceutical products requiring preparation or compounding in a pharmacy according to the orders of the prescriber;

u) "**extraordinary beneficiary**" means a person who meets the criteria as set out in section 11 of *The Prescription Drugs Regulations, 1993* (Saskatchewan)*;*

v) "**formulary**" means the formulary established pursuant to section 4 of *The Prescription Drugs Act* (Saskatchewan)*,* including any amendments or revisions thereto, which lists those drugs for which payment may be made by the Minister pursuant to *The Prescription Drugs Regulations, 1993* (Saskatchewan);

w) "**formulary period**" means the period commencing on the 1st day of April and ending on the 31st day of March of the following year;

x) **"incentive"** means any money, gifts, donations to a charity, rebates, refunds, customer loyalty programs, points, coupons, discounts, goods, dividends and/or rewards which can be redeemed for a gift or other benefits;

y) "**influenza immunization**" means administration of a publicly funded seasonal influenza vaccine by a pharmacist;

z) "**influenza immunization fee (IIF)**" means the fee set out in the current Proprietor Agreement, for professional services associated with administering publicly funded seasonal influenza vaccine;

aa) "**injection administration**" means administration of injectable drugs by a pharmacist;

bb) "**injection administration fee (IAF)"** means the fee set out in the current Proprietor Agreement, for professional services associated with administering injectable drugs to a Saskatchewan resident;

cc) "**insulin pump supplies**" means cartridges/reservoirs, infusion sets, insertion devices and skin preparation products;

dd) "**interchangeable**" means those products that are designated in the formulary as interchangeable pharmaceutical products;

ee) "**low cost alternative**" means the lowest priced product in a group of interchangeable pharmaceutical products;

(ff) "**maintenance drug**" means a drug listed in the formulary within a category identified in Schedule "E" to this Agreement;

gg) "**manufacturer's suggested retail price**" means the maximum charge as recommended by the manufacturer's price list;

hh) "**markup**" means the markup described in clause 1.1 of Schedule "B";

ii) "**maximum allowable cost**" means the prescription charge for a drug where the drug is part of a maximum allowable cost group;

jj) "**maximum allowable cost group**" means a group of drugs in the formulary designated by the Minister as a 'maximum allowable cost group' pursuant to *The Prescription Drugs Regulations, 1993* (Saskatchewan);

kk) "**medication assessment**" means a standardized approach to assess a patient's ability to administer their medications, appropriateness of the medication and dosing intervals, potential interactions, side effects, drug allergies, contraindications and includes communication with the physician and/or health care professional(s) to resolve discrepancies that exist and potential or actual drug therapy problems identified;

ll) "**medication assessment fee**" means the fee set out in the current Proprietor Agreement, for professional services associated with performing a medication assessment;

mm) "**methadone managed care fee**" means the fee charged by the Proprietor for the managed care and follow-up services, including monitoring and supervision, with "service" limited to in-person service;

nn) "**minor ailments**" means minor ailments within the meaning of the *Regulatory Bylaws of the Saskatchewan College of Pharmacy Professionals,* as amended from time to time;

oo) "**nutritional supplements**" under the Cystic Fibrosis Program means supplemental puddings, supplemental bars, liquid oral supplements, supplemental shakes and powders;

pp) "**ostomy supplies**" means supplies required for urinary and bowel diversions;

qq) "**PACT**" means Partnership to Assist with Cessation of Tobacco;

rr) "**PACT fee**" means the fee set out in the current Proprietor Agreement, for professional services associated with providing tobacco cessation and support services;

ss) "**patient assessment fee**" means the fee set out in Schedule "B" for the provision of professional services associated with patient assessment and prescribing according to the *Regulatory Bylaws of the Saskatchewan College of Pharmacy Professionals;*

tt) "**Pharmaceutical Information Program (PIP)**" means a secure, web-based computer application that provides authorized health care users (such as pharmacists, physicians, and nurses) with access to medication histories of Saskatchewan patients, and other tools to help make drug therapy decisions;

uu) "**pharmacist**" means a person who is registered as a member and to whom a license has been issued by the Saskatchewan College of Pharmacy Professionals in accordance with *The Pharmacy and Pharmacy Disciplines Act* and applicable bylaws;

vv) "**pharmacy**" means the pharmacy operated by the Proprietor to which the pharmacy number P### has been assigned by DPEBB for administrative purposes;

ww) "**practitioner**" means a duly qualified medical practitioner, dentist or other health care professional whose profession is authorized by *The Drug Schedules Regulations, 1997*, (Saskatchewan) as amended from time to time, to issue prescriptions, but does not include veterinarians;

xx) "**prescriber**" means the practitioner who issued a prescription in respect of a person;

yy) "**prescription**" means an order given by a practitioner (but does not include a veterinarian) directing that a stated amount of a drug or mixture of drugs be dispensed to a person named in the order and "**prescribed**" has a corresponding meaning;

zz) "**prescription charge**" means, subject to any limitations and restrictions set out in this Agreement, the total of the acquisition cost, markup and dispensing fee plus, if applicable, an extemporaneous compounding fee or any other managed care fee, as more particularly set out in Schedule "B";

aaa) "**prescriptive authority**" means prescribing authority as defined in the *Regulatory Bylaws of the Saskatchewan College of Pharmacy Professionals*, as amended from time to time;

bbb) "**professional services**" means those services normally provided by a pharmacist resulting in the dispensing of a drug as set by the Saskatchewan College of Pharmacy Professionals (SCPP) with the approval of DPEBB;

ccc) "**refusal to dispense**" means services related to management of situations involving potential drug diversion or inappropriate use;

ddd) "**Saskatchewan resident**" means a "resident" as set out in *The Prescription Drugs Act* (Saskatchewan);

eee) "**seamless care**" means services related to medication reconciliation, which is a formal process of obtaining a complete and accurate list of a patient's medications, comparing it to physician's admission, transfer and/or discharge orders and resolving any discrepancies between the lists. It is a process designed to prevent medication errors at patient transition points, such as when a patient is discharged from the hospital to a community setting;

fff) "**SOC**" **(Standing Offer Contract)** means an arrangement between the Minister and a drug manufacturer whereby the drug manufacturer has agreed to supply a drug product to distributors or other businesses with whom the Minister has entered into an Agreement for receiving that drug;

ggg) "**SOC drug**" means a drug acquired and distributed for the purposes of DPEBB pursuant to a SOC;

hhh) "**special beneficiary**" means a person who meets the criteria set out in section 9 of *The Prescription Drugs Regulations, 1993* (Saskatchewan);

iii) "**special drug**" means a drug listed in Schedule "C" to this Agreement, as amended from time to time;

jjj) "**Suboxone™ managed care fee**" means the fee charged by the Proprietor for the managed care and follow-up services, including monitoring and supervision, with "service" limited to in-person service;

kkk) "**trial prescription program**" means the program described in Schedule "B" of this Agreement;

lll) "**usual and customary charge**" means the lowest normal or advertised price charged by a Proprietor to the general public for a product purchased on the dispensing date;

mmm) "**usual and customary dispensing fee**" means the lowest normal or advertised price charged by a Proprietor to the general public for a drug product purchased on the day of a transaction.

(c) deleting Schedule B, **1.1 Definitions**, (b) "**dispensing fee**"(i) and replacing it with the following:

(b) "**dispensing fee**" means the maximum fee which may be charged by the Proprietor to an eligible Saskatchewan resident for dispensing a drug which shall not exceed:

(i) the sum of $11.85 for any drug dispensed during the period of March 1, 2021 to February 28, 2022.

(d) adding Schedule B, **1.2 Maximum Charges to Minister**, (m) ***Prescriptive Authority*** (vii):

(vii) $18.00 for Therapeutic Substitution (Bylaw Part K Section 10 (5)(e)): If in the opinion of the Registrar extraordinary circumstances exist which demonstrate that it is in the public interest to do so, the Registrar may, according to the terms and conditions prescribed by Council, authorize pharmacists to make a therapeutic substitution for a drug without

complying with subsections 4(1), 4(2), or 4(3) of Part K of the SCPP Regulatory Bylaws.

(e) deleting Schedule B, **1.2 Maximum Charges to Minister**, (t) ***Influenza Immunization*** and replacing with the following:

(t) ***Influenza Immunization***

If the service provided involves administration of a publicly funded seasonal influenza vaccine as set out in the Influenza Immunization Program DPEBB Policy, as amended from time to time, the Influenza Immunization Fee (IIF) shall be $15.00 for the 2020-21 influenza immunization season and $14.00 for the 2021-22 influenza immunization season.

No incentives shall be provided by the Proprietor or an agent on behalf of the Proprietor to any other person in relation to drugs dispensed and services provided in the pharmacy pursuant to the Influenza Immunization Program.

(f) adding Schedule B, **1.2 Maximum Charges to Minister**, (v) ***COVID-19 Immunization***:

(v) If the service provided involves administration of a publicly funded COVID-19 vaccine as set out in the COVID-19 Immunization Program DPEBB Policy, as amended from time to time, the COVID-19 Immunization Fee (CIF) shall be $20.00.

No incentives shall be provided by the Proprietor or an agent on behalf of the Proprietor to any other person in relation to drugs dispensed and services provided in the pharmacy pursuant to the Influenza Immunization Program.

(g) adding Schedule B, **1.2 Maximum Charges to Minister**, (w) ***Additional Publicly Funded Vaccines***

(w) Once approved, if the service provided involves administration of a publicly funded vaccine, other than influenza vaccine or COVID-19 vaccine, as set out in a DPEBB Publicly Funded Immunization policy, as amended from time to time, the Immunization Fee shall be $13.00, unless otherwise agreed upon by the Ministry and the Pharmacy Association of Saskatchewan. Vaccines included in this clause must first be approved by the Ministry in writing on an individual vaccine basis prior to pharmacists being eligible for payment of the Immunization Fee pursuant to this clause.

2.0 GENERAL PROVISIONS

2.1 This Amendment shall form an integral part of the Original Agreement and, except as provided otherwise herein, the terms of the Original Agreement shall govern this Amendment. In the case of any conflict between the terms of this Amendment and of the Original Agreement, the terms of this Amendment shall prevail.

2.2 Any modification and/or amendment to this Amendment must be in writing and executed by the Parties.

2.3 This Amendment shall be governed by and interpreted in accordance with the laws of the Province of Saskatchewan, without reference to its conflict of laws provisions, and the Federal laws of Canada applicable therein. All disputes arising under this Amendment will be referred to the courts of the Province of Saskatchewan, which will have jurisdiction, and each Party hereto irrevocably submits to the jurisdiction of such courts.

3.0 Except as otherwise amended in this *Amending Agreement* #1, the Original Agreement remains in full force and effect.

4.0 EXECUTION

IN WITNESS WHEREOF, the parties have each caused this *Amending Agreement* #1 to be duly executed as of the day and year first written above (the "Effective Date") and shall terminate upon the termination of the Original Agreement.

On behalf of the Minister of Health:

(signature)

Raelynn Douglas
(please print name)

Executive Director, Drug Plan and Extended Benefits Branch, Ministry of Health
(please print title)

September 03, 2022
(date)

On behalf of the Proprietor:

_____
(signature)

_____
(please print name)

_____
(please print title)

_____
(date)