AMENDING AGREEMENT #2 P

This Amending Agreement #1 to the Proprietor Agreement is effective as of February 27, 2023 (the "Effective Date")

BETWEEN:

HIS MAJESTY THE KING,
in right of The Province of Saskatchewan,
as represented by the Minister of Health
(hereinafter referred to as the "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* #2, in the following manner:

(a) adding to Schedule B, **1.2 Maximum Charges to Minister, (v) BIOSIMILAR INSULIN TRANSITION FEE;**

(v) **BIOSIMILAR INSULIN TRANSITION FEE (BITF)**

A Service provider is entitled to a one-time $18.00 Biosimilar insulin transition fee per drug as per the Saskatchewan Ministry of Health Drug Plan and Extended Benefits Branch Policy as outlined in the BIOSIMILAR INSULIN TRANSITION FEE Policy and Billing Procedure for Pharmacies bulletin # 838, February 27, 2023.

(i) If the service provider provides a Schedule II Biosimilar insulin to replace a reference biologic insulin when a patient does not have a prescription for the biosimilar from a primary care or specialist prescriber; and

(ii) Completes a patient assessment, biosimilar insulin selection, counselling, and notification using the medSask Administrative Pharmacist Assessment Record (A-PAR). Patient follow-up must also be completed (or attempted) in an appropriate timeframe after providing the biosimilar insulin, and also documented on the A-PAR form at that time.

(iii) BIOSIMILAR INSULIN TRANSITION FEE Policy and Billing Procedure for Pharmacies lists out eligible DINs for which the fee will be paid and the procedure for claiming this fee

The need to transition to biosimilar insulins is expected to be time-limited based on the Saskatchewan Biosimilar Initiative transition periods. Therefore, the BITF is a time-limited fee and will be stopped at the discretion of the DPEBB. Notice of termination of the BITT will be given on 30 days' notice and will be provided via Pharmacy Bulletin.

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.

2.4 Except as otherwise amended in this *Amending Agreement* #2, the Original Agreement remains in full force and effect.

2.5 This Amending Agreement #2 may be executed in any number of counterparts with the same effect as if both Parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same Agreement.

4.0 EXECUTION

IN WITNESS WHEREOF, the parties have each caused this *Amending Agreement* #2 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)

February 27th 2023
(date)

On behalf of the Proprietor:

_____
(signature)

_____
(please print name)

_____
(please print title)

_____
(date)