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THIS SASKATCHEWAN PROPRIETOR AGREEMENT made effective the 1 day of November 2018.

BETWEEN:

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

- 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**"**)**

(Hereinafter individually referred to as a "party" or collectively referred to as the "parties)

WHEREAS:

A. *The Health Administration Act* (Saskatchewan) authorizes the Minister to enter into agreements with any person with respect to the provision of health services;

B. *The Prescription Drugs Act* (Saskatchewan) authorizes the Minister to establish a program for providing financial assistance to eligible Saskatchewan residents with the purchase of drugs required for preventive, diagnostic or therapeutic purposes and to that end the Minister has established a program known as the Saskatchewan Drug Plan (the "Program");

C. Pursuant to section 5 of *The Prescription Drugs Act* (Saskatchewan), the Minister may enter into an agreement with the proprietor of a pharmacy for the purposes set out in that section, including for the provision of 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;

D. *The Prescription Drugs Act* (Saskatchewan) authorizes the establishment of a database in which personal health information with respect to all drugs prescribed or dispensed to persons in Saskatchewan is to be recorded ("database");

E. The Enhanced Collection of Prescription Information (ECPI) Program, established pursuant to *The Prescription Drugs Act* (Saskatchewan), requires every Proprietor to submit to the Minister certain information with respect to all drugs prescribed or dispensed for a person in Saskatchewan; and

F. The Proprietor and Minister wish to enter into such an agreement outlining and governing their respective duties and obligations.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 This Agreement, including its preamble and Schedules, contains certain defined words and phrases as set out in Schedule "A."

1.2 The captions and headings appearing in this Agreement are inserted for convenience and to facilitate reference. They shall have no bearing on the interpretation of its provisions.

1.3 Words in the singular include the plural and words in the plural include the singular. Words importing the masculine gender include the feminine.

1.4 The following Schedules form part of this Agreement:

Schedule "A" Definitions and Interpretation
Schedule "B" Prescription and Professional Service Charges
Schedule "C" Special Drug List
Schedule "D" Trial Prescription Program Drug List
Schedule "E" Maintenance Drug List
Schedule "F" Days Supply Criteria for Pharmacy Paper Claims
Schedule "G" Off-site Methadone Managed Care Fee Policy
Schedule "H" Prescription Drug Information to be Collected and Disclosed to DPEBB

1.5 Authorized Deduction

a) From the payments referred to in section 8.0, the Proprietor directs that the Minister withhold an amount equal to 3 cents ($0.03) multiplied by the number of adjudicated and accepted claims for eligible Saskatchewan residents, which

includes claims for drug benefits, supplies and professional services, and pay that amount to the Pharmacy Association of Saskatchewan (PAS).

b) The Proprietor agrees that the amount of the Authorized Deduction referred to in section 1.5(a) may be increased or reduced by where the Minister receives a notice to such effect from PAS and where so received, the Proprietor directs that the Minister amend the amount withheld on its behalf and paid to PAS in accordance with such notice.

c) Unless otherwise specified by PAS, the Authorized Deductions made pursuant to this section include the Goods and Services Tax assessed at the Saskatchewan rate of 5%.

2.0 TERM

2.1 This Agreement supersedes and replaces any existing agreement between the parties with respect to the same subject matter.

2.2 Subject to clause 2.3, this Agreement shall be in force from **November 1, 2018** (the date of commencement) until **October 31, 2019** (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.

2.3 Notwithstanding clause 2.2, unless notice is provided no later than thirty (30) days prior to the date of expiry by one or both parties that they do not wish to renew the Agreement, this Agreement shall be extended on the same terms and conditions for an additional period of one year from the date of expiry. This provision will apply, *mutatis mutandi*, to any additional extension of the term of this Agreement.

3.0 PROPRIETOR'S OBLIGATIONS - GENERAL

3.1 The Proprietor shall ensure that all drugs dispensed and services provided in the pharmacy pursuant to the Program to Saskatchewan residents are dispensed and provided in accordance with this Agreement and applicable law.

3.2 The Proprietor shall collect the information set out in Schedule "H" with respect to each drug prescribed or dispensed to Saskatchewan residents for the purposes of the ECPI Program, including the collection of the person's health services number or such other form of personal identification as set out in Schedule "H." The Proprietor shall transmit the information set out in Schedule "H" to the Minister for the purposes of the DPEBB and Pharmaceutical Information Program (PIP) in the form and manner as may be identified by the Minister from time to time. The Proprietor shall request and review the person's identification prior to transmitting information to DPEBB and PIP. All

aspects of data processing for the purposes of the ECPI Program shall be conducted and only accessible in Canada.

3.3 The Proprietor shall obtain and maintain any permit, license or approval which may be required by the laws of the Province of Saskatchewan to operate a pharmacy.

3.4 The Proprietor agrees that the maximum prescription charges to which the Proprietor is entitled for drugs, extemporaneous preparations and professional services provided pursuant to the Program shall be the amounts set out in Schedule "B," subject to any restriction or limitation set out in this Agreement or *The Prescription Drugs Regulations, 1993* (Saskatchewan).

3.5 The Proprietor shall assist the Minister by disseminating to Saskatchewan residents receiving drugs pursuant to this Agreement information provided by DPEBB concerning the details of the Saskatchewan Prescription Drug Plan and of the database established pursuant to section 3.3 of *The Prescription Drugs Act* (Saskatchewan).

3.6 The Proprietor agrees to comply with the terms and conditions of the DPEBB and eHealth Saskatchewan Pharmaceutical Information Program (PIP) Joint Service and Access Policy.

4.0 ELECTRONIC SYSTEMS AND SUBMISSION OF ACCOUNTS AND INFORMATION

4.1 The Proprietor shall provide, install and maintain a secure computer system, complete with operating software and hardware, within the pharmacy which is certified by the Minister as compatible and capable of communicating with the computer system used by DPEBB for adjudication purposes and for the purposes of the ECPI Program.

4.2 Without restricting the generality of clause 4.1 and unless otherwise directed by DPEBB pursuant to clause 4.3, the Proprietor shall use the on-line pharmacy network to transmit information to DPEBB with respect to each drug prescribed or dispensed to persons in Saskatchewan for the purposes of:

(a) adjudicating a person's entitlement to benefits under *The Prescription Drugs Regulations, 1993* (Saskatchewan); and

(b) submission of the information for the purposes of the ECPI Program.

4.3 In the event that information is unable to be transmitted electronically, the Proprietor may file a paper copy of the information required by:

(a) clause 4.2(a), provided the Proprietor obtains the prior approval of DPEBB; or

(b) clause 4.2(b)

4.4 The Proprietor shall be responsible for all costs of transmission of the information required to be submitted pursuant to clause 4.2.

4.5 The Proprietor shall provide a receipt to all persons to whom a drug is dispensed in the pharmacy and the receipt shall contain the information set out in the DPEBB Reference Manual.

4.6 In the provision of professional services associated with prescribing and/or dispensing a drug, the Proprietor shall comply with current and subsequent Standards of Practice, and Bylaws established by the Saskatchewan College of Pharmacy Professionals.

5.0 PURCHASE AND DISPENSING OF STANDING OFFER CONTRACT (SOC) DRUGS

5.1 For the purposes of drugs supplied to Saskatchewan residents pursuant to this Agreement, the Proprietor shall purchase:

(a) SOC drugs from persons or businesses with whom the Minister has an agreement for the distribution of such drugs to retail pharmacies in the province;

(b) all other required drugs from persons or businesses with whom the Minister has an agreement for distribution of drugs to retail pharmacies in the province or from any other business or agent, provided that the Proprietor's acquisition cost for such drugs from such business or agent is equal to or less than that of the person or business with whom the Minister has an agreement.

5.2 Where the prescribed drug dispensed by the Proprietor is from an interchangeable group of drugs, as listed on the formulary, and where a drug is designated as the SOC drug, the Proprietor shall dispense the SOC drug, unless the prescriber indicates in writing that there be "no substitution."

5.3 The Proprietor shall ensure that an SOC drug is sold or supplied only to a Saskatchewan resident pursuant to a prescription, or to the Proprietor of another Saskatchewan pharmacy for the purpose of meeting that Proprietor's immediate dispensing needs provided that Proprietor has an agreement with the Minister containing provisions similar to the provisions of this Agreement.

6.0 RECORDS AND AUDIT

6.1 The Proprietor shall:

(a) keep records, accounts, books and documents respecting the acquisition, dispensing and sale of drugs containing all particulars that the Minister may direct and to make such records, accounts, books and documents available for

inspection within the Province of Saskatchewan at reasonable times to the Minister;

(b) permit the Minister to inspect and examine the supply of drugs in the pharmacy as it relates to the provisions of this Agreement.

6.2 For the purposes of Article 6.0:

(a) "documents" includes, but is not limited to, all documents in the possession or under the control of the Proprietor relating to dispensing and professional services provided within the scope of this Agreement;

(b) "records, accounts, books and documents" includes the electronic record and storage of that data.

6.3 Upon the request of the Minister, the Proprietor shall provide copies of any of the records, accounts, books and documents described in clause 6.1(a) and any other information that the Minister may request for the purposes of administering this Agreement.

6.4 The Minister may at any reasonable time make an inspection of the pharmacy or any other premises at which the records, accounts, books and documents are kept. The Proprietor agrees to cooperate and assist the Minister with any inspection and in particular agrees to make available to the Minister any of its records, books, accounts, documents, premises, staff and personnel for such purpose.

6.5 Without limiting the generality of clause 6.3, the Minister may, at the Minister's expense, audit or cause to be audited, the records, accounts, books and documents of the Proprietor. For the purposes of conducting the audit, the Proprietor shall:

(a) allow the Minister or his auditors to have access to the premises;

(b) produce all records, books, accounts and documents; and

(c) cooperate with the Minister or his auditors, including making staff and personnel available to the Minister or his auditors.

6.6 Where any person requests a replacement or duplicate copy of a pharmacy receipt for payment, the Proprietor shall note on the receipt the date of the original receipt and the fact that it is a duplicate of the original.

6.7 Without limiting the generality of Article 6.0 and to give effect to the ECPI Program, the Proprietor shall:

(a) in noticeable places in the pharmacy, post notices and make available brochures, pamphlets or any other information provided by DPEBB in relation to the ECPI Program;

(b) if inquiries are made or information requested by a beneficiary:

(i) inform the beneficiary about their privacy rights in relation to the ECPI Program;
(ii) inform the beneficiary about their right to revoke consent to the collection and disclosure of the information for the purposes of the ECPI Program;
(iii) advise the beneficiary that they may submit prescription receipt(s) to the DPEBB for reimbursement if entitled under *The Prescription Drugs Act* (Saskatchewan);

(c) allow the beneficiary to revoke their consent to the collection and disclosure of the information for the purposes of the adjudication of benefits under the Program and the collection of information under the ECPI Program. In the event the beneficiary elects to revoke consent, the Proprietor shall advise the beneficiary that:

(i) they will not be able to electronically file for benefits from the Saskatchewan Drug Plan if they are otherwise eligible for benefits pursuant to *The Prescription Drugs Act* (Saskatchewan);
(ii) their prescription drug profile stored on the database for the purposes of the ECPI Program will be incomplete; and
(iii) that because health practitioners rely on the accuracy of the prescription drug information stored in the ECPI database, they accept all risk associated with not having that prescription information in their ECPI drug profile.

6.8 In the event that the Office of the Information and Privacy Commissioner of Saskatchewan or Ombudsman Saskatchewan issues an order or makes a recommendation which is inconsistent with this Agreement, the parties agree to consider suitable amendments to this Agreement to the extent necessary to give effect to the order or recommendation.

6.9 Article 6.0 shall survive the expiration or termination of this Agreement.

7.0 LIMITS OR RESTRICTIONS ON PAYMENT OF FORMULARY DRUGS

7.1 The Proprietor acknowledges that, in addition to any other limitation or restriction set out in this Agreement, payments required to be made pursuant to this Agreement are subject to the following limitations or restrictions where a prescribed drug is listed in the formulary:

(a) SOC Drugs

Where the prescribed drug dispensed by the Proprietor is from an interchangeable group of drugs where a drug is designated as the SOC, payment will only be made if the SOC drug is dispensed, unless the prescriber indicates in writing that there be "no substitution."

(b) Low Cost Alternative

Where the prescribed drug dispensed by the Proprietor is **not** the lowest cost alternative listed in an interchangeable group in the formulary and the prescriber has **not** otherwise directed that there be "no substitution," payment by the Minister will be no greater than the acquisition cost of the lowest interchangeable drug unless otherwise agreed by the DPEBB.

(c) Maximum Allowable Cost

If a drug dispensed is part of a maximum allowable cost group, the price for the drug dispensed shall be calculated in accordance with section 4 of *The Prescription Drugs Regulations, 1993* (Saskatchewan).

7.2 Notwithstanding clause 3.4, where the Proprietor enters into a contract or agreement for the purpose of dispensing drugs to eligible Saskatchewan residents within the meaning of this Agreement and the dispensing fee or drug material cost under that contract or agreement is lower than under this Agreement, the Minister shall pay the lesser of those amounts.

7.3 The Proprietor shall not charge an eligible Saskatchewan resident more than it would charge any other client for the same prescription and/or pharmaceutical service.

7.4 Without limiting the generality of clause 7.3, the Proprietor shall ensure that eligible Saskatchewan residents are offered and receive any and all reductions and discounts which are available to any other client for the same prescription and/or pharmaceutical service. For greater certainty, the Proprietor agrees that it will offer eligible Saskatchewan residents the usual and customary dispensing fee on the day of the transaction where that dispensing fee is less than the maximum amount set out in Schedule "B."

8.0 PAYMENT BY THE MINISTER

8.1 Subject to the other provisions, limitations and restrictions set out in this Agreement, the Minister agrees to pay the Proprietor the amounts set out in Schedule "B," less any co-payment, deductible or Authorized Deduction, for professional services and drugs dispensed by the Proprietor pursuant to this Agreement. The Minister shall use best efforts to ensure payment for the amount claimed is made within twenty-one (21) days from the date the claim is received by the Minister.

8.2 Where the Proprietor submits a hard copy claim in accordance with clause 4.3 of this Agreement, the Proprietor shall submit the claim within sixty (60) days from the date the drugs were dispensed or professional services provided by the Proprietor containing such information and submitted in such form and manner as may be directed by the Minister.

8.3 Notwithstanding clause 8.2, where the Proprietor submits a claim to the Minister in accordance with clause 4.3 after sixty (60) days but no more than one year from the date the drugs were dispensed or professional services provided by the Proprietor, the Minister, in his sole discretion, may agree to pay the Proprietor the amount set out in Schedule "B" if he is satisfied that submission of the claim was delayed beyond the initial sixty (60) days because of extenuating circumstances beyond the control of the Proprietor. The onus is on the Proprietor to demonstrate that such circumstances exist and the Proprietor shall provide to the Minister any information requested by the Minister with respect to a claim made pursuant to this section.

8.4 The Minister shall not pay any claim made by a Proprietor pursuant to clause 4.3 where the delay in submission exceeds one year from the date the drugs were dispensed or professional services provided by the Proprietor.

8.5 Notwithstanding clause 8.4, the Minister may pay a claim made by a Proprietor pursuant to clause 4.3 where the delay in submission exceeds one year from the date the drugs were dispensed or professional services provided by the Proprietor, where the Minister, in his sole discretion, is satisfied that there are exceptional and extraordinary circumstances that prevented the Proprietor from making the claim in a timely basis and that it would be just and equitable for payment to be made.

9.0 OVERPAYMENT AND REASSESSMENT

9.1 In the event the Minister makes a payment to the Proprietor in error or payment is made based on an error in the claim submitted, the Minister shall advise the Proprietor of the overpayment and the Proprietor agrees to promptly refund the overpayment to the Minister or to allow the overpayment to be deducted from any subsequent payment to the Proprietor by the Minister.

9.2 Where the amount of the acquisition cost of drugs acquired by the Proprietor and dispensed by him in the pharmacy in any formulary period is higher than the assessable acquisition cost for that same period, the Proprietor shall pay to the Minister the difference plus a tiered overpayment interest rate starting at eleven (11) percent per annum. Interest rates will be based upon the amount of the said overpayment from the mid-point of the period under consideration in which the overpayment arose to the date of payment in full. Interest shall not be calculated or charged for a period in excess of two (2) years.

9.3 For the purposes of clause 9.2, overpayment interest rates shall be calculated as follows:

Overpayment	**Tiered Overpayment Interest Rate**
Equal to or greater than 3% but less than 7%	11.0% of assessable acquisition cost
Equal to or greater than 7% but less than 11%	13.0% of assessable acquisition cost
Equal to or greater than 11%	13.0% plus an additional amount equal to 1.6% of the assessable acquisition costs for each 1% above 11%

9.4 If the sum charged to an eligible Saskatchewan resident is contrary to this Agreement or *The Prescription Drugs Regulations, 1993* (Saskatchewan), the Minister may, subject to applicable privacy laws, provide the resident with details of the contravention.

9.5 Where the average of dispensing fees charged by the Proprietor for beneficiaries in a period of time is lower than the average of dispensing fees charged by the Proprietor for special beneficiaries or extraordinary beneficiaries in the corresponding period, the Proprietor shall pay to the Minister an amount equal to the difference between the averages of the dispensing fees times the number of dispensing fees paid by the Minister.

9.6 Where the average of drug material cost charged by the Proprietor for beneficiaries in a period of time is lower than the average of drug material cost for the same drug charged by the Proprietor for special beneficiaries or extraordinary beneficiaries, the Proprietor shall pay to the Minister an amount equal to the difference between the drug material costs charged.

10.0 DISPUTE RESOLUTION

10.1 If the Minister refuses to pay, in whole or in part, any claim submitted by the Proprietor other than by reason of late submission of claims pursuant to Article 8.0 (the "dispute"), the parties shall resolve the dispute in the following manner:

(a) the Proprietor shall serve a written notice of dispute on the DPEBB within thirty (30) days after receipt of notification of the Minister (through DPEBB) that a claim submitted was refused in whole or in part;

(b) the complaint referred to in clause 10.1(a) shall specify the particulars of the dispute, the facts which support the Proprietor's position and the provisions of this Agreement or any legislative provisions *which* are relevant to the dispute;

(c) upon receipt of a written complaint, the DPEBB shall re-consider the claim and within thirty days (30) from the receipt of the complaint, notify the Proprietor in writing of the results of the re-consideration;

(d) if the Proprietor disagrees with the re-consideration, the Proprietor may initiate arbitration of the dispute in the manner set out in clause 10.2 by serving written notice of intent to arbitrate with the DPEBB within 30 days from the date of receipt of the results of the re-consideration, specifying the particulars of the dispute, the facts which support the Proprietor's position and the provisions of this Agreement or *The Prescription Drugs Regulations, 1993* (Saskatchewan) which are relevant to the dispute.

10.2 In the event arbitration has been initiated in accordance with clause 10.1(d):

(a) the parties shall have ten (10) business days to agree upon, acting in good faith, a single arbitrator;

(b) in the event the parties cannot agree upon a single arbitrator within the period mentioned in (a), the Proprietor shall apply to the Court of Queen's Bench of Saskatchewan for the appointment by the Court of one arbitrator who shall be the arbitrator with respect to the dispute;

(c) any arbitration conducted pursuant to this Agreement shall take place at a place in Saskatchewan to be determined by the parties and the parties shall meet with the arbitrator in order to establish procedures which shall govern the conduct and procedure of the arbitration and the rendering of a decision by the arbitrator. The parties shall request that the arbitrator undertake the arbitration within thirty (30) days of his or her appointment and render a decision within 30 days of concluding the arbitration;

(d) the decision of the arbitrator in respect of all matters of procedure and with respect to the issue in dispute shall be final and binding on the parties;

(e) the costs of arbitration shall be borne in the manner specified in the arbitrator's decision or, if not specified, equally by the parties; and

(f) except as modified by this Agreement, the provisions of *The Arbitration Act, 1992,* (Saskatchewan) shall govern the arbitration.

11.0 PRIVACY AND CONFIDENTIALITY

11.1 In performing its obligations and exercising its rights under this Agreement, the Proprietor shall comply with all applicable privacy laws.

11.2 The Proprietor shall keep confidential and secure any and all confidential information of the Minister which is provided, obtained or accessed by the Proprietor for the purposes of this Agreement and shall not disclose such confidential information except with the written consent of the Minister. The Proprietor shall ensure all confidential information is used only for the purposes related to the Agreement. The Proprietor is prohibited from disclosing or transferring any confidential information to third parties outside Canada or from allowing such parties to have access to any confidential information without the prior written approval of the Minister. A third party includes, but is not limited to, disclosure or access by a foreign-based parent company, other affiliates or third parties such as subcontractors and agents not directly involved in the Agreement.

11.3 The Proprietor shall have in place reasonable policies, procedures and safeguards to protect the confidentiality and security of all personal health information and confidential information. The proprietor shall ensure the physical security of the personal health information and confidential information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal. Such security arrangements shall include, without limitation, reasonable technical, physical and administrative safeguards. Without limiting the generality of the forgoing, the Proprietor shall take reasonable steps to ensure that all personal health information and confidential information is securely segregated from any information owned by the Proprietor including access barriers, physical segregation and password authorization.

11.4 The Proprietor shall notify the Minister of any breach of confidentiality and remedial action taken. The Proprietor is solely responsible for any wrongful disclosure of confidential information. Breach of confidentiality may be considered cause for termination of the Agreement at the sole discretion of the Minister.

11.5 Article 11.0 shall survive the expiration or termination of this Agreement.

12.0 LIABILITY AND INDEMNIFICATION

12.1 Each party (the "Indemnifier") agrees to indemnify and hold harmless the other party, its respective directors, officers, employees, agents and Ministers of the Crown, past and present, (collectively the "Indemnified") from and against any and all claims, actions, demands, losses, damages, liabilities, costs and expenses (including legal fees) of any kind whatsoever insofar as such losses arise out of or relate to acts or omissions of the Indemnifier, or the directors, officers, employees, agents or Ministers of the Indemnifier.

12.2 Article 12.0 shall survive the termination or expiration of this Agreement.

13.0 TERMINATION

13.1 Either party may terminate this Agreement at any time for any reason upon giving the other party thirty (30) days written notice of its intention to do so.

13.2 Where the Minister has reasonable grounds to believe that the Proprietor is in breach of any provision of *The Prescription Drugs Act, The Prescription Drugs Regulations, 1993, The Pharmacy and Pharmacy Disciplines Act,* or *The Drug Schedules Regulations, 1997*, the Minister may provide notification of the breach to the Proprietor along with notice of intention to terminate this Agreement should the breach not be remedied within three business days of receiving the notice, or such additional time as the Minister specifies. Should the Proprietor fail to remedy the breach to the satisfaction of the Minister within the period specified in the notification, the Minister may immediately terminate the Agreement.

13.3 In the event this Agreement is terminated prior to expiration, the Proprietor shall be entitled to payment for drugs dispensed and services provided prior to the date of termination in accordance with the terms of this Agreement, subject to any right set out for overpayment and reassessment.

13.4 The Proprietor agrees that termination pursuant to this section does not relieve the Proprietor from acting in compliance with the provisions of *The Prescription Drugs Regulations, 1993* (Saskatchewan) respecting the submission of information for the purposes of Article 3.0 of this Agreement and the ECPI Program.

14.0 GENERAL

14.1 Nothing in this Agreement restricts or limits the charges which may be levied by the Proprietor to a person where the costs of that drug and related service, in whole or in part, is paid for by:

(a) another agency of the Government of Saskatchewan (other than Saskatchewan Health) including the Workers' Compensation Board and Saskatchewan Government Insurance; or

(b) the Government of Canada, or another province. Examples of outside agencies and governments include, but are not limited to, Veteran Affairs Canada, the Department of National Defence and Health Canada.

14.2 The Proprietor agrees not to assign or transfer the rights and obligations under this Agreement without the prior written consent of the Minister. For greater certainty, consent to an assignment does not relieve the Proprietor of any obligations it may have at law respecting custody, control and transfer of personal health information, including the obligations set out in applicable federal or provincial legislation.

14.3 Except as otherwise provided in this Agreement, any notice, report or communication required to be given from the Proprietor to the Minister shall be delivered to:

Saskatchewan Ministry of Health
Drug Plan and Extended Benefits Branch
3475 Albert Street
Regina, SK S4S 6X6
Fax: 306-787-8679
Attention: Executive Director

Or such other person or address as the Minister may advise in writing.

14.4 For the purposes of this Agreement, the contact information of the operating pharmacy is:

Name of Pharmacy: _____

Address: _____

City/Postal: _____

Phone: _____

Fax: _____

E-mail Address: _____

Attention: _____

14.5 Except as otherwise provided in this Agreement, any notice, report or communication required to be given from the Minister to the Proprietor shall be delivered to the contact information provided in clause 14.4.

14.6 Notwithstanding clause 14.5, if the Proprietor prefers receiving any notice, report or communication required to be given from the Minister to the Proprietor at a different location than set out in clause 14.4, correspondence shall be delivered to:

Name: _____

Address: _____

City/Postal: _____

Phone: _____

Fax: _____

E-mail Address: _____

Attention: _____

Except as otherwise provided, any notice or anything required to be served or given pursuant to this Agreement shall be done in writing and shall be effective if delivered in person to the person identified in this clause, or sent by registered mail, facsimile or email to the recipient party at the address set out above. Service shall be deemed to be effected five (5) business days after being sent by registered mail, on the next following business day if sent by facsimile or email, or upon delivery if effected in person.

14.7 This Agreement including any Schedules may be amended by the written, mutual consent of the parties.

14.8 The Proprietor agrees to comply with all applicable federal and provincial laws.

14.9 This Agreement shall be governed by the laws of Saskatchewan.

14.10 This Agreement is binding on the successors and permitted assigns of the Proprietor.

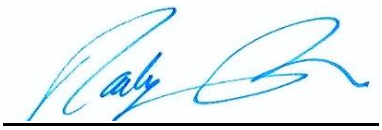
14.11 The Proprietor expressly acknowledges and agrees that it has no authority to act as an agent of the Government for Saskatchewan or the Ministry and will not hold itself out as such an agent.

14.12 In the event of any conflict between the terms of this Agreement (including any Schedule to this Agreement) and *The Prescription Drugs Act* (Saskatchewan), the provisions of the Act shall prevail.

15.0 EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Executed on behalf of the Minister this 03th day of September, 2022.



(signature)

Raelynn Douglas
(please print name)

Executive Director
(please print title)

Executed on behalf of the Proprietor this _____ day of _____, 2022.

_____ _____
(signature) (Witness signature) if no corporate seal
[Corporate Seal]

_____
(please print name)

Proprietor
(please print title)

SCHEDULE "A"
DEFINITIONS AND INTERPRETATION

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) "**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;

j) "**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);

k) "**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;

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

m) "**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;

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

o) "**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;

p) "**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;

q) "**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;

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

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

t) "**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);

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

v) **"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;

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

x) "**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;

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

z) "**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;

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

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

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

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

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

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

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

hh) "**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);

ii) "**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;

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

kk) "**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;

ll) "**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;

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

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

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

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

qq) "**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;*

rr) "**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;

ss) "**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;

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

uu) "**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;

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

ww) "**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;

xx) "**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";

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

zz) "**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;

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

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

ccc) "**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;

ddd) "**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;

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

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

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

hhh) "**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;

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

jjj) "**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;

kkk) "**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.

SCHEDULE "B"
PRESCRIPTION AND PROFESSIONAL SERVICE CHARGES

1.1 Definitions

For the purposes of this Agreement:

(a) "**acquisition cost**" means the lesser of the following rates or costs, (other than discounts or rebates for prompt payment of invoices, to a maximum of 2%):

(i) the actual invoice cost for acquisition of a drug by the Proprietor; or

(ii) the rate established by DPEBB as the maximum cost for a drug.

(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 $11.60 for any drug dispensed during the period November 1, 2018 to October 31, 2019.

(c) "**markup**" means the percentage markup for each drug based on the acquisition cost of the drug as set out below:

(i)	acquisition cost between $0.00 - $6.30	30% mark up
(ii)	acquisition cost between $6.31 - $15.80	15% mark up
(iii)	acquisition cost between $15.81 - $200.00	10% mark up
(iv)	acquisition cost over $200.00	$20.00 mark up

1.2 Maximum Charges to Minister

Subject to the other provisions of this Agreement and, without limiting the generality of the foregoing, the limits and restrictions set out in Article 7.0, the maximum prescription charges and service fees that a Proprietor may charge eligible Saskatchewan residents are as follows:

(a) ***Prescription Charge***

In respect of the drug dispensed (unless otherwise specifically provided for below), the prescription charge shall be an amount not exceeding the total of:

acquisition cost + markup + dispensing fee = prescription charge.

(b) ***Extemporaneous Preparations***

If the drug dispensed is an extemporaneous preparation, the compounding fee shall be:

(i) subject to (ii), an amount equal to seventy-five cents ($0.75) X the number of minutes spent compounding an extemporaneous preparation, to a maximum of 60 minutes;

(ii) for methadone extemporaneous preparations, an amount equal to seventy-five cents ($0.75) X the number of minutes spent compounding an extemporaneous preparation to a maximum of:

A. 60 minutes where the methadone is prescribed for the purposes of palliative pain management, or

B. 20 minutes in all other cases.

(c) ***Special Drugs, Insulin, and Blood Glucose Test Strips***

If the drug dispensed is a special drug, insulin or blood glucose test strips, the prescription charge shall be:

(i) for special drugs:

acquisition cost + markup + 50% of acquisition cost = prescription charge

(ii) for insulin:

acquisition cost + markup = prescription charge.

(iii) for blood glucose test strips:

acquisition cost + markup + dispensing fee = prescription charge.

(d) ***Methadone***

If the drug dispensed is a methadone compound:

(i) where methadone is prescribed for the purposes of treating a drug addiction, the maximum charge shall be the total of:

A. the prescription charge shall be:

acquisition cost + markup + the compounding fee, if applicable [per Schedule "B" clause 1.2 (b) (ii) (B)] + dispensing fee for each seven (7) day period or a lesser period if the prescription is written for less than a seven (7) day period = prescription charge; and

B. the methadone managed care fee shall be:

$3.50 per service, to a maximum of $24.50 in any seven day period; or

C. the off-site methadone managed care fee shall be, subject to the restrictions set out in Schedule "G":

$3.50 per service, to a maximum of $24.50 in any seven day period

(ii) where methadone is prescribed for the purposes of palliative pain management, the prescription charge shall be the total of:

acquisition cost + markup + the compounding fee [per Schedule "B" clause 1.2 (b) (ii) (A)] + dispensing fee = prescription charge.

(e) ***Suboxone™***

If the drug dispensed is Suboxone™:

(i) where Suboxone™ is prescribed for the purposes of treating a drug addiction, the maximum charge shall be the total of:

A. the prescription charge shall be:

acquisition cost + markup + dispensing fee for each seven (7) day period or a lesser period if the prescription is written for less than a seven (7) day period = prescription charge; and

B. the Suboxone™ managed care fee shall be:

$3.50 per service, to a maximum of $24.50 in any seven day period; or

C. the off-site Suboxone™ managed care fee shall be, subject to the restrictions set out in Schedule "G":

$3.50 per service, to a maximum of $24.50 in any seven day period.

(f) ***Trial Prescription***

If the drug dispensed is a Trial Prescription Drug listed on Schedule "D" to this Agreement, the maximum charge shall be:

(i) the prescription charge for the initial 7 to 10 day supply shall be:

the prescription charge as determined by clause 1.2(a) to this Schedule; and

(ii) the prescription charge for the remainder of the supply shall be:

acquisition cost + markup = prescription charge (provided the remainder is dispensed); and

(iii) the alternative reimbursement fee of $7.50 for the service provided.

(g) ***Diabetes Supplies***

If syringes, needles, lancets and swabs are dispensed, the prescription charge shall be the lesser of:

(i) acquisition cost plus 50% mark-up; or

(ii) the usual and customary charge for the syringes, needles, lancets and swabs.

(h) ***Medication Assessment (Clients of Home Care, and Community Based Mental Health Programs and Community Living Service Delivery (CLSD) patients in Group Homes or Approved Private Service Homes)***

If the service provided involves medication assessment as set out in the Medication Assessment and Compliance Packaging DPEBB Policy, as amended from time to time, the medication assessment fee shall be:

(i) no more than $60.00 for an eligible Saskatchewan resident who meets criteria as set out in Medication Assessment and Compliance Packaging DPEBB Policy; and

(ii) restricted to payment once per calendar year.

(i) ***Compliance Packaging***

If the service provided involves compliance packaging as set out in the Medication Assessment and Compliance Packaging DPEBB Policy, as amended from time to time, the compliance packaging fee shall be:

(i) $6.25 for each 7-day supply of medication for an eligible Saskatchewan resident who meets criteria as set out in the Medication Assessment and Compliance Packaging DPEBB Policy;

(ii) limited to $25.00 for a 28-day supply or $31.25 for a 35-day supply;

(iii) requires a medication assessment to be performed prior to approval and payment of a compliance packaging fee.

Compliance Packaging services under the Saskatchewan Medication Assessment Program (SMAP) will only be paid for eligible patients as defined in the most current SMAP policy.

(j) ***Seamless Care***

If the service provided involves seamless care as set out in the Seamless Care Fee DPEBB Policy, the seamless care fee shall be 1.5 times the usual and customary dispensing fee to pharmacies that provide seamless care services.

(k) ***Refusal to Dispense***

If the service provided involves refusal to dispense as set out in the Refusal to Dispense Fee DPEBB Policy, the refusal to dispense fee shall be 1.5 times the usual and customary dispensing fee to pharmacies that refuse to dispense certain prescriptions meeting specific criteria.

(l) ***Insulin Pump Supplies***

If insulin pump supplies are dispensed, the prescription charge shall be the lesser of:

(i) the manufacturer's suggested retail price; or

(ii) the usual and customary charge for insulin pump supplies on the dispensing date.

(m) ***Prescriptive Authority***

If the service provided is pharmacist assessment and prescribing according to the *Regulatory Bylaws of the Saskatchewan College of Pharmacy Professionals*, and pursuant to Section 4.6 of this Agreement, the patient assessment fees shall be:

(i) $6.00 for Continuing Existing Prescriptions (Bylaw Part K Section 5(1)(2)): Patient requires interim supplies because remaining supplies will not be sufficient until the date of his/her next appointment with a practitioner;

(ii) $6.00 for Continuing Existing Prescriptions (Bylaw Part K Section 5 (3)(4)): Patient is unable to access his/her supplies due to distance or other reasons;

(iii) $10.00 for Continuing Existing Prescriptions (Bylaw Part K Section 5 (5)(6)(7)(8)): Patient is in an emergency situation and requires supplies until he/she can consult a practitioner;

(iv) $6.00 for Insufficient Information (Bylaw Part K Section 6 (1)(2)): Pharmacist may alter missing information in order to dispense the drug;

(v) $6.00 for Increasing Suitability of Drug (Bylaw Part K Section 7 (1)(2)): Pharmacist may alter a dosage form if more beneficial for the patient;

(vi) $25.00 for Drug Reconciliation (Bylaw Part K Section 8 (1)(2)):
Pharmacist may prescribe a drug to a patient recently discharged if the patient has not obtained a continuing prescription while in hospital, licensed special care home or personal care home.
Pharmacist may prescribe a drug if the patient has been admitted to a hospital, licensed special care home or personal care home and the pharmacist determines the patient should receive the drug.

(n) ***Minor Ailments***

If the service provided is pharmacist assessment and prescribing of an eligible prescription medication for the treatment of a minor ailment according to Part K Section 9 of the *Regulatory Bylaws of the Saskatchewan College of Pharmacy Professionals* and pursuant to Section 4.6 of this Agreement, and as set out in the Minor Ailments Program DPEBB policy, as amended from time to time, the Minor Ailment Fee shall be $18.00.

(o) ***Ostomy Supplies***

If ostomy supplies are dispensed, the prescription charge shall be the lesser of:

(i) the manufacturer's suggested retail price; or

(ii) the usual and customary charge for ostomy supplies on the dispensing date.

(p) ***Nutritional Supplements***

If nutritional supplements under the Cystic Fibrosis Program are dispensed, the prescription charge shall be the lesser of:

(i) the manufacturer's suggested retail price; or

(ii) the usual and customary charge for nutritional supplements on the dispensing date.

(q) ***Partnership to Assist with the Cessation of Tobacco (PACT)***

If the service provided involves provision of tobacco cessation support and services as set out in the Partnership to Assist with Cessation of Tobacco (PACT) DPEBB policy, as amended from time to time, PACT fees of $2.00/minute to a maximum of $300.00 per patient per year, shall be submitted as:

(i) one submission of $5.00 (2.5 minutes) for the Bronze stage;

(ii) one submission of $10.00 (5 minutes) for the Bronze Plus* stage;

(iii) up to three submissions totaling 90 minutes for a maximum of $180.00 for the Silver* and Gold* stages;

(iv) up to ten submissions of $10.00 each for a total of $100.00 (50 minutes) for the Follow-up* stage.

Silver* and Gold* stage services provided in a group setting for more than one patient at a time are paid to a maximum of $150.00/patient ($1.00/minute to a maximum of 150 minutes) per year. Follow-up* services in a group setting are paid at the same rates as for individual sessions.

*Limited to PACT trained pharmacists.

(r) ***Saskatchewan Medication Assessment Program (SMAP)***

If the service provided involves medication assessment as set out in the Saskatchewan Medication Assessment Program (SMAP) DPEBB Policy, as amended from time to time, the medication assessment fees shall be no more than:

(i) $60.00 per year per person for an Annual Medication Assessment Fee; and

(ii) $20.00 each for up to two (2) Follow-up Patient Assessment Fees to a maximum of $40.00 per year per person for eligible patients who have received an initial Medication Assessment.

Compliance packaging shall be paid according to Schedule "B" clause 1.2 (j).

(s) ***Direct Observed Therapy (DOT)***

If the service provided involves Direct Observed Therapy (DOT) as set out in the Direct Observed Therapy (DOT) DPEBB Policy, as amended from time to time, the DOT fee shall be $3.50 per day to a maximum of $24.50 per week for witnessing the administration of approved medications (DOT Policy Appendix A) to eligible patients.

(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 $13.00.

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.

(u) ***Injection Administration***

If the service provided involves administration of an injectable drug as set out in the Injection Administration Program DPEBB Policy, as amended from time to time, the Injection Administration Fee (IAF) shall be $13.00.

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 Injection Administration Program.

1.3 Days Supply

(a) Subject to Schedule "E" and "F," the Proprietor may only charge one (1) dispensing fee for a 34 day supply of prescription drugs, or portion thereof.

(b) Subject to (c) and Schedule "F," if the drug dispensed is listed on Schedule "E" to this Agreement, the Proprietor may only charge:

(i) where the drug is on the "Two Month Drug List," one (1) dispensing fee for each two-month supply;

(ii) where the drug is on the "100 Day Drug List," one (1) dispensing fee for each 100-day supply.

(c) A dispensing fee for a supply not less than 34 days may be charged where:

(i) an eligible Saskatchewan resident requests that the Schedule "E" drug be dispensed in quantities less than the Two Month or 100 Day List, as the case may be, or

(ii) the prescriber specifically directs the prescription for a shorter period.

(d) Notwithstanding (a), if the drug dispensed is provided in a compliance package for an eligible client, as set out in the Medication Assessment and Compliance Packaging DPEBB Policy, as amended from time to time, then the Proprietor may charge one (1) dispensing fee for a supply not less than 28 days.

1.4 Deductibles and Co-payments

The Proprietor shall charge the eligible Saskatchewan resident in accordance with *The Prescription Drugs Regulations, 1993* (Saskatchewan) and as adjudicated in relation to that resident.

SCHEDULE "C"
SPECIAL DRUG LIST

	DIN	PRODUCT	MFR
GLUCOSE OXIDASE/PEROXIDASE REAGENT STICK	00035130	DIASTIX	AME
GLUCOSE OXIDASE/PEROXIDASE/SODIUM NITROFERRICYANIDE/GLYCINE REAGENT STICK	00950238	CHEMSTRIP UG5000K	BMC
GLUCOSE OXIDASE/PEROXIDASE/SODIUM NITROPRUSSIDE REAGENT STICK	00035149	KETO DIASTIX	AME
SODIUM NITROPRUSSIDE REAGENT STICK	00035092	KETOSTIX	AME

SCHEDULE "D"
TRIAL PRESCRIPTION PROGRAM DRUG LIST
(Effective August 1, 2007)

1. 24:00 CARDIOVASCULAR DRUGS
   Eligible drugs are those listed in this class in the Saskatchewan Drug Plan Formulary and its updates.

2. 28:00 CENTRAL NERVOUS SYSTEM AGENTS
   Eligible drugs are those listed in this class in the Saskatchewan Drug Plan Formulary and its updates.

3. GASTROINTESTINAL AGENTS
   misoprostol

4. HEMORRHEOLOGIC AGENTS
   pentoxifylline

SCHEDULE "E"
MAINTENANCE DRUG LIST
(Effective August 1, 2009)

TWO MONTH DRUG LIST

1. Oral contraceptives
2. Estrogens
3. Ethinyl estradiol/etonogestrel, vaginal ring

100 DAY DRUG LIST

1. Digitalis preparations
2. Phenobarbital
3. Anticonvulsants
4. Oral hypoglycemics
5. Thyroid preparations
6. Anti-thyroids
7. Diuretics

The specific drugs included under these categories are listed in the Maintenance Drug Schedule on the Saskatchewan Formulary website.

SCHEDULE "F"
DAYS SUPPLY CRITERIA FOR PHARMACY PAPER CLAIMS
(Effective April 1, 2004)
(Updated April 1, 2013)

POLICY

Pharmacy paper claims identified by the Drug Plan will be restricted to payment of one (1) dispensing fee for every 34 days.

PURPOSE

Ensure consistent billing by pharmacies and remuneration by the Drug Plan to pharmacies providing like services to Saskatchewan beneficiaries based on criteria.

PROCEDURE

The Drug Plan may:

- request a copy of the original prescription to verify the paper claim
- remunerate the pharmacy if sufficient documentation is provided in an appeal in unusual circumstances

The Pharmacy may:

- appeal the remuneration in unusual or specific cases by submitting a written appeal
- provide the original prescription for verification of payment
- provide the appropriate documentation to the Drug Plan

CRITERIA

Claims that will be restricted to one dispensing fee in 34-days:

- Weekly/biweekly dispensing due to compliance (those in vials or daily dispensing)
- Smaller quantities of drugs that are clearly chronic medications without change to regimen or quantity for a considerable length of time
- Non-clozapine medications
- Non-warfarin medications
- Non-antipsychotic and non-antidepressant medications
- Chronic medications for methadone patients, excluding benzodiazepines, narcotics, methylphenidate
- Epoetin alfa consistently billed weekly, unless there is an issue with storage at the patient's home
- Not enough information provided on the paper claim

Claims that will be restricted to one dispensing fee in 28-days or 35-days:

- Medications dispensed in bubble/compliance packaging or other adherence aids

Claims that are acceptable to submit on weekly/biweekly basis:

- Clozapine
- Warfarin
- Antipsychotics, with appropriate documentation to assess risk
- Antidepressants, with appropriate documentation to assess risk
- Divalproex sodium and topiramate when used in Bipolar Affective Disorder with documentation of diagnosis or reason for use
- Narcotics
- Benzodiazepines
- Methyphenidate
- Antibiotics, unless it is clear that it is a chronic medication
- Dosage adjustments, unless it is clear that the person is stable
- PRN (as needed) dosing, unless it is clear that it is more chronic (regular dispensing is occurring and perhaps a larger supply could be dispensed)
- Diabetes supplies with prior approval (letter from the doctor)
- Palliative care for smaller quantities
- Peginterferon alfa-2b/ribavirin
- Gabapentin
- Antiretrovirals used in the treatment of HIV (when needed in order to improve compliance) (updated April 2013)

SCHEDULE "G"
OFF-SITE METHADONE MANAGED CARE FEE POLICY
(Effective January 1, 2001)
(Updated April 1, 2013)

POLICY

A managed care fee as outlined in the current Proprietor Agreement will be paid to a pharmacy when that pharmacy employs a nurse to perform managed care and follow-up services.

- These delegated services include monitoring, supervision and other required activities related to the provision of methadone compound and will be performed in accordance with acceptable standards and provincial/federal regulations related to the dispensing of methadone.

PURPOSE

- Provide access to professional services related to methadone administration at a site alternate to the traditional pharmacy setting, when appropriate.

- Provide payment of a managed care fee to a pharmacy that employs a nurse to provide professional services related to the management of methadone clients.

- No payment of a managed care fee will be made to a pharmacy when the nurse is providing the service while under the employment of another party, such as a regional health authority, correctional facility, clinic or physician.

PROCEDURE

The Pharmacy will:

- submit the managed care fee using the alternate DIN (**00951327**) when an off-site nurse provides the service.

The Drug Plan will:

- remunerate the pharmacy as outlined in the Proprietor Agreement.

SCHEDULE "H"
PRESCRIPTION DRUG INFORMATION TO BE COLLECTED AND DISCLOSED TO DRUG PLAN AND EXTENDED BENEFITS BRANCH

1. The following information respecting the person to whom the drug is dispensed:
   (a) the person's health services number;
   (b) the person's full name, date of birth and address;
   (c) in the case of a person who is a status Indian registered pursuant to the *Indian Act* (Canada), either the information mentioned in clauses (a) or (b) or the number assigned to that person under that Act or the number assigned to that person by the First Nations and Inuit Health Branch of the Department of Health (Canada); or
   (d) in the case of a person who is recognized as Inuit by the First Nations and Inuit Health Branch of the Department of Health (Canada), either the information mentioned in clauses (a) or (b) or the number assigned to that person by the First Nations and Inuit Health Branch of the Department of Health (Canada).

2. The following information respecting the practitioner who prescribed the drug:
   (a) either:
      (i) the practitioner's health provider identifier assigned by the Minister; or
      (ii) the practitioner's licence number assigned by the practitioner's regulatory body; and
   (b) the practitioner's health provider organization identifier assigned by the Minister.

3. The drug identification number:
   (a) assigned by the Department of Health (Canada) to the drug; or
   (b) in the case of a product for which there is no drug identification number assigned by the Department of Health (Canada), the drug identification number assigned to the product by the Minister or by a payer other than the Minister.

4. In the case of the pharmacist who dispensed the drug:
   (a) the pharmacist's licence number assigned by the Saskatchewan College of Pharmacists; and
   (b) the pharmacist's organization identifier assigned by the Minister to identify the province where the drug was dispensed.

5. In the case of methadone that has been extemporaneously prepared, the number of milligrams of methadone prescribed to the patient per day.

6. In the case of a drug other than methadone that has been extemporaneously prepared, the product name as it appears on the prescription label given to the person to whom the drug is dispensed.

7. The amount, if any, charged for compounding an extemporaneous preparation dispensed pursuant to a prescription.

8. The number of days of treatment to be provided by the dispensed drug, as estimated by the pharmacist who dispensed the drug.

9. The date on which the drug is dispensed.

10. The Drug Plan billing number assigned to the pharmacy by the Minister.

11. The prescription number assigned to the prescription by the pharmacy through use of the Pharmacy Practice Management System.

12. Whether or not the prescription was dispensed without substitution.

13. The quantity of the dispensed drug.

14. Whether or not the prescription is to be submitted to a payer other than the Minister.

15. Whether or not the pharmacist dispensing the drug is submitting the prescription to the Minister to determine the person's eligibility for financial assistance under the Program.

16. The acquisition cost per unit of the drug dispensed.

17. The dispensing fee charged by the pharmacist.

18. If the prescription is not submitted to the Minister to determine eligibility for financial assistance under the Program, the total cost of the prescription.

19. If the prescription is to be submitted to the Minister to determine eligibility for financial assistance under the Program and, at the time the drug is dispensed to the person, the electronic link with the Program is not operating, the following information:
    (a) the total cost of the prescription;
    (b) the amount paid by the person to the pharmacist.

20. The mark-up percentages (Tiers 1, 2 and 3) to be used in calculating the drug material cost of the dispensed drug.

21. The percentage, if any, of the total prescription cost provided at a discount to the person to whom the drug was dispensed.