

To be used by pharmacies using a central fill pharmacy located outside of Nova Scotia only

APPENDIX “A”

CENTRALIZED PRESCRIPTION PROCESSING AGREEMENT FOR PHARMACIES IN NOVA SCOTIA AND NEW BRUNSWICK

THIS AGREEMENT made this _____ day of _____ 20____.

BETWEEN:

(the “Central Fill Pharmacy”)

- and -

(the “Originating Pharmacy”)

WHEREAS:

- A. The Central Fill Pharmacy holds a current license to operate as a pharmacy issued by the_____. *[Nova Scotia College of Pharmacists OR New Brunswick College of Pharmacists]*
- B. The Originating Pharmacy holds a current licence to operate as a pharmacy issued by the_____. *Pharmacists OR New Brunswick College of Pharmacists]*
- C. Pharmacists and pharmacy technicians employed by the Originating Pharmacy dispense drugs to patients and require the services of the Central Fill Pharmacy to compound, process and prepare drugs, so that the pharmacists and pharmacy technicians at the Originating Pharmacy can dispense those drugs to their patients;
- D. The Central Fill Pharmacy is willing to compound, process and prepare drugs for the Originating Pharmacy;
- E. The Originating Pharmacy and the Central Fill Pharmacy wish to enter into an agreement for the provision of compounding, processing and preparing drugs by the Central Fill Pharmacy;

- F. The Originating Pharmacy and the Central Fill Pharmacy recognize that under the *Nova Scotia Pharmacy Act*, *New Brunswick Pharmacy Act* and their related regulations, as well as the Standards of Practice of the Nova Scotia College and the Standards of Practice of the New Brunswick College, the Central Fill Pharmacy must ensure that they only provide pharmacy services to the Originating Pharmacy under the terms of a written contract.

NOW THEREFORE in consideration of the promises and the mutual agreements and covenants herein contained, the parties hereto covenant and agree as follows:

ARTICLE ONE - DEFINITIONS AND INTERPRETATION

1.01 In this Agreement:

- (a) "Agreement" includes the Schedules to the Agreement and any amendment made to this Agreement or the Schedules;
- (b) "controlled substance" has the same meaning as a controlled substance in the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19 and includes any substance that is prohibited, regulated, controlled or targeted under a regulation made or continued under that Act;
- (c) "dispense" means the process of completing a prescription including its release to the patient;
- (d) "drug" means a substance or combination of substances as defined in the *Nova Scotia Pharmacy Act* or the *New Brunswick Pharmacy Act*, as the case may be;
- (e) "Health Privacy Legislation" means the *Personal Health Information Act*, SNS 2010 c 41; *Personal Health Information Privacy and Access Act*, SNB 2009, c P- 7.05; *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, and all bylaws and regulations made under the above-noted Acts;
- (f) "Manager" means the pharmacy manager responsible for the operation of the Originating Pharmacy or the Central Fill Pharmacy;
- (g) "New Brunswick College" means the New Brunswick College of Pharmacists;
- (h) "New Brunswick Pharmacist" means an individual who is registered as a pharmacist under the *New Brunswick Pharmacy Act*;
- (i) "*New Brunswick Pharmacy Act*" means *An Act respecting the New Brunswick College of Pharmacists*, SNB 2014, c 9;
- (j) "New Brunswick Pharmacy Technician" means an individual who is registered as a pharmacy technician under the *New Brunswick Pharmacy Act*;

- (k) “Nova Scotia College” means the Nova Scotia College of Pharmacists;
 - (l) “Nova Scotia Pharmacist” means an individual who is registered as a pharmacist under the *Nova Scotia Pharmacy Act*.
 - (m) “*Nova Scotia Pharmacy Act*” means the *Pharmacy Act*, SNS 2011, c 11;
 - (n) “Nova Scotia Pharmacy Technician” means an individual who is registered as a pharmacy technician under the Nova Scotia Pharmacy Act.
 - (o) “prescription” means a direction by a person who is authorized by an Act of the Legislature of Nova Scotia, an Act of the Legislature of New Brunswick or an Act of the Parliament of Canada to prescribe drugs, directing that a drug be dispensed to or for the patient named in the direction;
 - (p) “Privacy Officer” means the privacy officer designated by the Originating Pharmacy to deal with all issues under this Agreement in relation to the Health Privacy Legislation;
 - (q) “Services” means the services as set out in **Schedule “A”**.
- 1.02 Any reference to a statute, regulation, bylaw, standard or other legislative instrument is a reference to that statute, regulation, bylaw, standard or other legislative instrument as amended or replaced from time to time.
- 1.03 The singular includes the plural and vice versa.
- 1.04 The following Schedule forms part of this Agreement:
- (a) Schedule “A” – Description of the Services Under This Agreement.
- 1.05 If there is a conflict between a Schedule and a provision in the body of this Agreement, the provision in the body of this Agreement prevails.

ARTICLE TWO – SERVICES

- 2.01 The Central Fill Pharmacy shall provide the Services in accordance with this Agreement.
- 2.02 The Services shall be provided under the direction of the Manager of the Central Fill Pharmacy.
- (a) Where the Services involve compounding a drug, the drug shall be compounded by: a _____ [Nova Scotia Pharmacist OR New Brunswick Pharmacist] at the Central Fill Pharmacy; or

- (b) a _____[*Nova Scotia Pharmacy Technician OR New Brunswick Pharmacy Technician*] practicing under the direction of a _____
[*Nova Scotia Pharmacist OR New Brunswick Pharmacist*] in the Central Fill Pharmacy in accordance with:
- i. the scope of practice of the _____[*Nova Scotia Pharmacy Technician OR New Brunswick Pharmacy Technician*], and
 - ii. _____[*the Nova Scotia Pharmacy Act, the regulations to the Act, and Nova Scotia College Standards of Practice OR the New Brunswick Pharmacy Act, the regulations to the Act, and New Brunswick College Standards of Practice*].

2.03 Nothing in this Agreement allows the Central Fill Pharmacy to compound, process or prepare drugs for or on behalf of the Originating Pharmacy unless the Originating Pharmacy holds a valid prescription for a patient for that drug.

ARTICLE THREE - TERM AND RENEWAL

- 3.01 The term of this Agreement is from _____ to _____(the "Term").
- 3.02 This Agreement may be renewed for such period of time as the parties may mutually agree to in writing.

ARTICLE FOUR – TERMINATION

- 4.01 This Agreement is automatically terminated if:
- (a) the Originating Pharmacy's licence to operate as a pharmacy issued by _____[*Nova Scotia College OR New Brunswick College*] expires, is suspended, is cancelled or is otherwise terminated;
 - (b) the Central Fill Pharmacy's licence to operate as a pharmacy issued by the _____[*Nova Scotia College OR New Brunswick College*] expires, is suspended, is cancelled or is otherwise terminated;
 - (c) an order is made against the Manager or the owner of the Central Filling Pharmacy under the _____[*Nova Scotia Pharmacy Act OR New Brunswick Pharmacy Act*] that prevents the Services being provided by the Central Filling Pharmacy; or
 - (d) an order is made against the Manager or the owner of the Originating Pharmacy under the _____[*Nova Scotia Pharmacy Act OR*

New Brunswick Pharmacy Act] that prevents the Services being received by the Originating Pharmacy.

- 4.02 Despite article 4.01(a), this Agreement is not automatically terminated if, subject to the conditions of the _____ [*Nova Scotia Pharmacy Act OR New Brunswick Pharmacy Act*], the owner of the licensed Originating Pharmacy dies, or the owner is bankrupt, insolvent, or makes an assignment for the general benefit of creditors, and the manager engaged to supervise and manage the Originating Pharmacy gives notice to the Registrar in writing, as required under the _____ [*Nova Scotia Pharmacy Act OR New Brunswick Pharmacy Act*].
- 4.03 Except as otherwise provided in this Agreement, if either party fails to perform or observe any covenant contained in this Agreement, that party may give written notice to the other party describing in general terms the nature of the default and requiring the other party to remedy the default within five (5) days.
- 4.04 If a party, who has received a notice under article 4.03 fails to remedy the default within the time specified in article 4.03, the other party may by further written notice terminate the Agreement.
- 4.05 The parties may terminate this Agreement by mutual agreement in writing.
- 4.06 To ensure that this Agreement remains consistent with any new directions of the Council of the _____ [*Nova Scotia College OR New Brunswick College*] issued after the effective date of this Agreement, the parties agree to renegotiate the terms in Schedule "A" of this Agreement to comply with those new directions and to make the necessary amendments to Schedule "A" within 30 working days of the issuance of any new directions.
- 4.07 If the parties are unable to reach an agreement and make the necessary amendments to this Agreement under article 4.06, this Agreement terminates on the 31st working day after those directions are issued.
- 4.08 For the purposes of articles 4.06 and 4.07, a direction by the Council of the _____ [*Nova Scotia College OR New Brunswick College*] is issued when it is passed by the Council and is posted on the website of the _____ [*Nova Scotia College OR New Brunswick College*], and for greater certainty includes standards of practice.

ARTICLE FIVE – LICENCES

- 5.01 Throughout the Term and any renewal, each Party shall ensure that it:

- (a) maintains a current license and is accredited by the Nova Scotia College or the New Brunswick College, as the case may be; and
 - (b) complies with the requirements of any conditions imposed by the Nova Scotia College or the New Brunswick College, as the case may be.
- 5.02 Each Party shall disclose to the other Party the conditions, if any, imposed on a pharmacy licence referred to in this article or any conditions imposed on the operation of the pharmacy.

ARTICLE SIX - COMPLIANCE WITH LEGISLATIVE REQUIREMENTS

- 6.01 The Central Fill Pharmacy warrants that it, its Manager, its owner, its employees and agents will comply with all legislative requirements applicable to the provision of the Services under this Agreement or legislative restrictions on the provision of the Services under this Agreement or in any way relating to this Agreement, including but not limited to legislative requirements or legislative restrictions imposed under the following:
- (a) the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19, and all regulations made or continued under it;
 - (b) the *Food and Drugs Act*, R.S.C. 1985, c. F-27, and all regulations made or continued under it;
 - (c) the *New Brunswick Pharmacy Act*, and all regulations, standards of practice, codes of ethics, policies and bylaws made or continued under it;
 - (d) the *Nova Scotia Pharmacy Act*, and all regulations, standards of practice, codes of ethics, policies and bylaws made or continued under it, including but not limited to the *Standard of Practice: Centralized Prescription Processing*; and
 - (e) Health Privacy Legislation.
- 6.02 The Originating Pharmacy warrants that it, its owner, its Manager, its employees and agents will comply with all legislative requirements applicable to the provision of the Services under this Agreement or legislative restrictions on the provision of the Services under this Agreement or in any way relating to this Agreement, including but not limited to legislative requirements or legislative restrictions imposed under the following:
- (a) the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19, and all regulations made or continued under it; the *Food and Drugs Act*, R.S.C. 1985, c. F-27, and all regulations made or continued under it;
 - (b) the *New Brunswick Pharmacy Act*, and all regulations, standards of practice,

codes of ethics, policies and bylaws made or continued under it;

- (c) the *Nova Scotia Pharmacy Act*, and all regulations, standards of practice, codes of ethics, policies and bylaws made or continued under it, including but not limited to the *Standard of Practice: Centralized Prescription Processing*; and
- (d) Health Privacy Legislation.

6.03 Both Parties agree to cooperate and provide access to all relevant documents and information which the Nova Scotia College or New Brunswick College may lawfully require to be produced by:

- (a) the Central Fill Pharmacy, its owner, its Manager, the _____
[*Nova Scotia Pharmacists OR New Brunswick Pharmacists*] and the _____
[*Nova Scotia Pharmacy Technicians OR New Brunswick Pharmacy Technicians*] or other individuals employed or otherwise engaged by the Central Fill Pharmacy in relation to the provision of the Services.
- (b) the Originating Pharmacy, the owner of the Originating Pharmacy, the Manager, the _____
[*Nova Scotia Pharmacists OR New Brunswick Pharmacists*] and the _____
[*Nova Scotia Pharmacy Technicians OR New Brunswick Pharmacy Technicians*] employed or otherwise engaged by the Originating Pharmacy in relation to the provision of the Services.

ARTICLE SEVEN - HEALTH PRIVACY LEGISLATION

7.01 The Central Fill Pharmacy shall provide the Services under this Agreement in a manner that complies with their responsibilities under the Health Privacy Legislation.

7.02 The Central Fill Pharmacy shall:

- (a) provide a description of its system for ensuring compliance with the Health Privacy Legislation to the Originating Pharmacy, and upon request to the _____
[*Nova Scotia College OR New Brunswick College*];
- (b) respond to reasonable questions about the system from the Originating Pharmacy and the _____
[*Nova Scotia College OR New Brunswick College*]; and
- (c) allow the Originating Pharmacy and the _____
[*Nova Scotia College OR New Brunswick College*], acting reasonably, to audit compliance with the Health Privacy Legislation.

- 7.03 In accessing the Services under this Agreement and in undertaking any other act under this Agreement, the Originating Pharmacy shall ensure that its Manager, Proprietor, employees and agents comply with the Health Privacy Legislation.

ARTICLE EIGHT - COOPERATION WITH NOVA SCOTIA COLLEGE AND NEW BRUNSWICK COLLEGE

- 8.01 Both parties agree that, by providing notice of this Agreement in accordance with the terms thereunder, they shall fully cooperate with any and all matters related to issues, complaints or investigations by the *Nova Scotia College and New Brunswick College*, as the case may be.

ARTICLE NINE - RECORDS TO BE KEPT SEPARATE

If the Central Fill Pharmacy also operates in _____ [Nova Scotia OR New Brunswick] as a patient contact pharmacy licensed by the _____ [Nova Scotia College OR New Brunswick College], the Central Fill Pharmacy shall maintain records relating to the Services it provides under this Agreement in a manner that allows for reporting and access upon request.

ARTICLE TEN - ACCESS TO RECORDS

- 10.01 The Central Fill Pharmacy shall, on reasonable notice in writing from the Originating Pharmacy:
- (a) provide the Originating Pharmacy with access to any records relating to the provision of Services under this Agreement; and
 - (b) provide the Originating Pharmacy with a true copy of any records relating to the provision of Services under this Agreement.

ARTICLE ELEVEN - EMERGENCY CONTACT

- 11.01 The Central Fill Pharmacy must ensure that there is a _____ [Nova Scotia Pharmacist OR New Brunswick Pharmacist] available and readily accessible, who has access to the necessary information about any drugs compounded, processed, or prepared as part of the Services, during the operating hours of the Originating Pharmacy.

ARTICLE TWELVE - INSPECTION OF PHARMACY

- 12.01 Upon reasonable notice being provided by the Originating Pharmacy, the Central Fill Pharmacy shall allow the Manager of the Originating Pharmacy or a representative from the _____ [Nova Scotia College OR New Brunswick College], acting reasonably, to inspect the Central Fill Pharmacy's facilities used in relation to the provision of the Services.
- 12.02 The Central Fill Pharmacy may impose reasonable confidentiality requirements in relation to observations made and information received during an inspection under article 12.01.

ARTICLE THIRTEEN - QUALITY OF WORK AND PRODUCT

- 13.01 The Central Fill Pharmacy shall use appropriate and accepted processes in carrying out the compounding, processing, and preparing activities included within the Services.

ARTICLE FOURTEEN - ORIGINATING PHARMACY'S OBLIGATION

- 14.01 In any request for Services under this Agreement, the Originating Pharmacy shall ensure that its _____ [Nova Scotia Pharmacists OR New Brunswick Pharmacists] do not refer a prescription to the Central Fill Pharmacy unless its _____ [Nova Scotia Pharmacists OR New Brunswick Pharmacists] or _____ [Nova Scotia Pharmacy Technicians OR New Brunswick Pharmacy Technicians] were so authorized under the _____ [Nova Scotia Pharmacy Act OR New Brunswick Pharmacy Act] and have taken reasonable steps to ensure that the prescription is:
- (a) valid; and
 - (b) current, accurate, complete and appropriate.
- 14.02 The Originating Pharmacy shall ensure that its _____ [Nova Scotia Pharmacists OR New Brunswick Pharmacists] and _____ [Nova Scotia Pharmacy Technicians OR New Brunswick Pharmacy Technicians] dispense any drugs that are compounded, processed or prepared by the Central Fill Pharmacy under this Agreement in accordance with:
- (a) the _____ [Nova Scotia Pharmacy Act OR New Brunswick Pharmacy Act] and all regulations, standards of practice, codes of ethics, policies and bylaws made or continued under it;
 - (b) the _____ [Prescription Monitoring Act, SNS 2004, c 32 OR Prescription Monitoring Act, SNB 2009, c P-15.05] and all regulations,

- standards, codes of ethics and bylaws made or continued under it; and
- (c) the Health Privacy Legislation.

- 14.03 Without limiting the generality of article 14.02, the Originating Pharmacy shall ensure that its _____[*Nova Scotia Pharmacists OR New Brunswick Pharmacists*] will be responsible for all patient interaction and are responsible to ensure the appropriateness of the drug therapy before referring any prescription to a Central Fill Pharmacy for processing.
- 14.04 Notwithstanding article 14.03, the distribution of the completed prescription directly to the patient may be delegated by the Originating Pharmacy to the Central Fill Pharmacy or in the event of a needed prescription. The Central Fill Pharmacy must advise the Originating Pharmacy that it has completed distribution of the prescription directly to the patient.

ARTICLE FIFTEEN - PROVISION OF AGREEMENT TO COLLEGE (CENTRAL FILL PHARMACY)

- 15.01 The Central Fill Pharmacy agrees to provide this Agreement to the Registrar of the _____[*Nova Scotia College OR New Brunswick College*] at least ten (10) business days before providing any Services hereunder.

ARTICLE SIXTEEN - PROVISION OF AGREEMENT TO COLLEGE (ORIGINATING PHARMACY)

- 16.01 The Originating Pharmacy agrees to provide this Agreement to the Registrar of the _____[*Nova Scotia College OR New Brunswick College*] at least ten (10) business days before providing any Services hereunder.

ARTICLE SEVENTEEN – GENERAL

- 17.01 Subject to article 17.02 this Agreement contains the entire understanding between the parties relating to the subject matter contained in it and supersedes all prior oral and written understandings, arrangements and agreements relating to the subject matter contained in it.
- 17.02 This Agreement is designed to address the regulatory requirements under the *Nova Scotia Pharmacy Act*, *New Brunswick Act*, and their related regulations. It is not designed to address the commercial relationship between the parties, which may be governed by a commercial agreement that is:
- (a) not inconsistent with this Agreement; and

(b) available to the Registrar of the *Nova Scotia College and New Brunswick College* to ensure compliance with clause 17.02(a).

- 17.03 Any amendment to this Agreement must be in writing and signed by both parties. Any variation, alteration or waiver of any of the rights or obligations of the parties under this Agreement must be in writing and signed by the parties.
- 17.04 Each of the provisions contained in this Agreement is distinct and severable and no waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.
- 17.05 Neither party may assign this Agreement or any portion of it.
- 17.06 This Agreement shall be interpreted in accordance with and is governed by the laws of the province of _____[*Nova Scotia OR New Brunswick*], except to the extent reference is made to a specific Act of [*Nova Scotia OR New Brunswick*] or of Canada.
- 17.07 The following provisions survive termination of this Agreement: articles 6, 7, 8, 9, 10, 11, and 13.
- 17.08 The Central Fill Pharmacy warrants that the Manager of its pharmacy is authorized to sign this Agreement on its behalf.
- 17.10 The Originating Pharmacy warrants that the Manager of its pharmacy is authorized to sign this Agreement on its behalf.
- 17.11 This Agreement shall ensure to be the benefit of and be binding upon the parties hereto and their respective personal representatives, executors, administrators, successors and permitted assigns.
- 17.12 This Agreement applies only to the provision of Services in the Province of Nova Scotia and in the Province of New Brunswick.
- 17.13 The Central Fill Pharmacy and Originating Pharmacy each represent and warrant that they have consulted with the Nova Scotia College and the New Brunswick College and that they are satisfied that neither Party will be in contravention of any law by the Central Fill Pharmacy providing the Services to the Originating Pharmacy in the Province of _____[*Nova Scotia OR New Brunswick*].

Remainder of Page Intentionally Left Blank.
Signature Page to Follow.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

Originating Pharmacy Name:_____

Pharmacy Owner/Owner's Representative Name:_____

Pharmacy Owner/Owner's Representative Signature:_____

Central Fill Pharmacy Name:_____

Pharmacy Owner/Owner's Representative Name:_____

Pharmacy Owner/Owner's Representative Signature:_____

SCHEDULE “A”

Description of Services:

The Central Fill Pharmacy shall provide the Services to the Originating Pharmacy, which shall include, but are not limited to, the following:

- ☐ Prescription Vial Packaging
- ☐ Prescription Compliance Packaging
- ☐ Non-Sterile Compounding
- ☐ Sterile Compounding
- ☐ Other(describe below)