

NOVA SCOTIA COLLEGE OF PHARMACISTS

DECISION OF THE HEARING COMMITTEE

In the matter of: Recommendation of the Investigation Committee for acceptance of the Settlement Agreement between the Nova Scotia College of Pharmacists and Ms. Shelley Ross.

The Hearing Committee met on February 17, 2017 to consider the proposed Settlement Agreement being recommended for acceptance by the Investigation Committee regarding Ms. Shelley Ross.

After careful review of the proposed Settlement Agreement and other information of record, the Hearing Committee has decided to accept the recommendation of the Investigation Committee with regard to the Settlement Agreement between the Nova Scotia College of Pharmacists and Ms. Shelley Ross.

It is our understanding from the terms of the Settlement Agreement that there continues to be a remedial agreement (fitness to practice) in place.

As an aside, the Hearing Committee members note that professional mentorship is a resource in professional development and given the requirement for the completion of a jurisprudence exam this resource may be of interest to the registrant.

February 17, 2017

Harriet Davies, Chair



On behalf of Hearing Committee Members:

Leigh Noftle

Edith Menzies

Harriet Davies

**PROVINCE OF NOVA SCOTIA
HALIFAX REGIONAL MUNICIPALITY**

IN THE MATTER OF: The *Pharmacy Act*, R.S.N.S. 2011, c. 55 and Regulations made thereunder

- and -

IN THE MATTER OF: Ms. Shelley Ross, Pharmacist, [REDACTED], [REDACTED],
NS [REDACTED]

SETTLEMENT AGREEMENT

WHEREAS pursuant to the *Pharmacy Act* of Nova Scotia, allegations were set out in complaints dated April 14, 2016 and May 31, 2016 alleging that Ms. Shelley Ross breached provisions of the *Pharmacy Act* and *Regulations* made thereunder, and conducted herself in a way in which a Hearing Committee properly constituted under the *Pharmacy Act* could conclude that her conduct amounted to professional misconduct,

AND WHEREAS the Nova Scotia College of Pharmacists and Ms. Ross agree that a Settlement Agreement is the proper method of disposing of this matter,

AND WHEREAS the Nova Scotia College of Pharmacists and Ms. Ross agree to the following statement of facts:

1. **THAT** you acted unlawfully in that you prescribed and dispensed a medication, which you did not have the authority to prescribe, to a patient that you fabricated. This is contrary to the *Pharmacy Act* and its regulations, the *Standards of Practice: Prescribing of Drugs Regulations* and the *Code of Ethics*. Specifically:
 - a) On December 3, 2015 while practising pharmacy at [REDACTED], [REDACTED], Glace Bay, you prescribed and dispensed apo-sulfatrim 400/80mg ("an antibiotic") for a fabricated patient, to treat a urinary tract infection.
 - b) You did not document your prescribing process as per the NSCP *Standards of Practice: Prescribing of Drugs by Pharmacists* and the *Pharmacist Drug Prescribing Regulations*.
 - c) You did not hold a certification in CPR and First Aid as required by the *Standards of Practice: Prescribing of Drugs by Pharmacists* to prescribe drugs.

- d) As per Appendix G of the *Standards of Practice: Prescribing of Drugs by Pharmacists*, urinary tract infection is not a condition approved by Council for which a pharmacist is authorized to prescribe a Schedule 1 drug. As such, your prescribing was not in accordance with the *Standards of Practice: Prescribing of Drugs by Pharmacists*, and this is contrary to the *Pharmacists Drug Prescribing Regulations* s.3(2).
 - e) The fabricated patient does not exist.
 - f) On February 4, 2016, you were untruthful when questioned by an NSCP inspector about writing the prescription. You said that you did not recall writing the prescription and then later told the inspector that you had prescribed this medication for this patient for a urinary tract infection.
 - g) On August 29, 2016 you were questioned by representatives of the NSCP regarding the fabricated patient. You denied the patient was fabricated. You were untruthful to representatives of the NSCP. On December 19, 2016, you admitted that the patient was fabricated.
 - h) You disobeyed the laws, regulations, standards and policies of the profession which is contrary to Value VI of the *Code of Ethics*.
2. **THAT** you breached a condition of your Remedial Agreement signed September 11, 2015. Specifically:
- a) Condition 11 of your Remedial Agreement states: *That you are not permitted to order, sign for, or receive narcotics or controlled substances, including benzodiazepines, from wholesale suppliers or from other pharmacies. This restriction does not apply if the ordering of narcotics or controlled substances, including benzodiazepines, is required due to unforeseen, urgent and exceptional requirements due to the unavailability of the pharmacy manager, or alternative pharmacist, for a period greater than 72 hours.*
 - b) On March 22, 2016, while practising pharmacy at [REDACTED], [REDACTED], Glace Bay, NS, you ordered 57 tablets of hydromorphone 1mg from [REDACTED], [REDACTED], Glace Bay, contrary to condition 11 of your Remedial Agreement.
 - c) On March 31, 2016, you falsely declared on your monthly report to the NSCP that you had not ordered narcotics during the month of March 2016.

Ms. Ross Specifically acknowledges and agrees to all of the facts stated above.

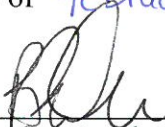
The Nova Scotia College of Pharmacists and Ms. Ross hereby agree to the following disposition and settlement of this matter.

1. Ms. Ross acknowledges and agrees that her conduct noted above amounts to professional misconduct and conduct unbecoming contrary to the *Pharmacy Act and Regulations*.
2. A letter of reprimand in the form attached shall be placed on the file of Shelley Ross.

3. The license of Ms. Ross to practice pharmacy in Nova Scotia shall be suspended for a period of 6 months. The period of suspension shall begin on March 1, 2017.
4. Ms. Ross shall pay a fine of \$2,500.00 to the NSCP on the earlier of, 180 days from the date of this Settlement Agreement, or June 30, 2017.
5. Ms. Ross shall pay a portion of the College's costs for this matter, fixed at the amount of \$5,000.00 to be paid in equal amounts monthly of \$416.66 over a twelve month period starting 180 days of the date of this Settlement Agreement. In any event, any amount of the costs not yet paid, shall be due and payable in full, on or before September 1, 2018.
6. Ms. Ross shall successfully complete, within six months of the date of this Settlement Agreement, the NSCP Jurisprudence exam.
7. There shall be up to four (4) inspections at the pharmacy in which Ms. Ross is practicing within 12 months from the date of her return to work. The cost of the four (4) inspections shall be borne in full by Ms. Ross.
8. There shall be publication, with name, of the facts and details of the Settlement Agreement in accordance with the Registration, Licensing and Professional Accountability Regulations, Section 71.

The Investigation Committee of the Nova Scotia College of Pharmacists and Ms. Shelley Ross agree that this Settlement Agreement shall be put to a Hearing Committee of the Nova Scotia College of Pharmacists for its review.

DATED at Halifax, Nova Scotia, this 17 day of February, 2017.


Beverley Zwicker, Registrar, NSCP


Shelley Ross


Bryan Davis, Chair, Investigations Committee