

DECISION OF THE HEARING COMMITTEE

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. Megan Rideout, Pharmacist [REDACTED]
 [REDACTED]

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

The Hearing Committee met on April 28, 2021 to consider the proposed Settlement Agreement being recommended for acceptance by the Investigation Committee regarding Ms. Megan Rideout. Due to the COVID-19 Pandemic and the current Public Health orders in place in the province of Nova Scotia the hearing was held via an online videoconference platform.

After careful review of the proposed Settlement Agreement (attached), information from the Nova Scotia College of Pharmacists, and relevant precedents, the Hearing Committee has decided to accept the recommendation of the Investigation Committee regarding the Settlement Agreement between the Nova Scotia College of Pharmacists and Ms. Megan Rideout.

April 28, 2021

Harriet Davies (Chair), Pharmacist



On behalf of Hearing Committee Members:
Annette Marshall, Public Representative
Leigh Nofle, Pharmacist

attachment

**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. Megan Rideout, Pharmacist, [REDACTED]
[REDACTED]

SETTLEMENT AGREEMENT

WHEREAS pursuant to the *Pharmacy Act* of Nova Scotia, allegations were set out in a Registrar's complaint dated October 8, 2020, alleging that Ms. Rideout breached provisions of the *Pharmacy Act* and Regulations made there under, 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 ("the College") and Ms. Rideout believe that a Settlement Agreement is the proper method of disposing of this matter,

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

- 1. THAT** Ms. Rideout engaged in professional misconduct, as set out in the *Pharmacy Act* Section 2(at), by practising as a pharmacist without valid liability insurance and by making false declarations during her licence renewals, the particulars of which are:
 - i. You became a licensed pharmacist with the Nova Scotia College of Pharmacists in 2014 and have renewed your licence annually since.
 - ii. In November 2016, you falsely declared that you would maintain liability insurance throughout 2017; however, you chose not to renew your liability insurance policy before it expired on July 1, 2017, because you were on a leave from work which started in May 2017.
 - iii. You did not have valid liability insurance from July 1, 2017, to December 31, 2017, even though you continued to hold a direct patient care pharmacist licence. As per the *Pharmacy Practice Regulations*, every pharmacist practicing direct or indirect patient care must obtain and maintain liability insurance.

- iv. When you applied to renew your direct patient care pharmacist licence in November 2017, you falsely declared that you continued to be insured when in fact you did not have valid liability insurance at the time; and you falsely declared that you would maintain liability insurance for the upcoming year without taking steps to establish this insurance for 2018.
- v. You did not have valid liability insurance from January 1, 2018, to July 6, 2018, even though you had an active pharmacist licence to practice direct patient care.
- vi. You returned to work in May 2018. You knew that you did not have valid liability insurance as you had intentionally not renewed it the year before when it was expiring.
- vii. You practiced as a pharmacist with Nova Scotia Health from May 2018 to July 2018 without valid liability insurance.
- viii. On July 6, 2018, you purchased liability insurance that was valid from July 6, 2018 to July 1, 2019.
- ix. In November 2018, you falsely declared that you would maintain liability insurance throughout 2019; however, you did not renew your liability insurance policy before it expired on July 1, 2019. You intentionally did not renew your liability insurance at this time because you were on a leave from work again which started in April 2019.
- x. You did not have valid liability insurance from July 1, 2019, until December 31, 2019, even though you held a direct patient care pharmacist licence.
- xi. In November 2019, you falsely declared that you continued to be insured when you did not have valid liability insurance at the time; and you falsely declared that you would maintain liability insurance for the upcoming year without taking steps to establish this insurance for 2019.
- xii. You did not have valid liability insurance from January 1, 2020, to July 1, 2020, even though you had an active licence to practice direct patient care.
- xiii. You returned to work in April 2020. You knew that you did not have valid liability insurance as you had intentionally not renewed it the year before when it was expiring.
- xiv. You practiced as a pharmacist with Nova Scotia Health from April 2020 to July 2020 without valid liability insurance.

Ms. Rideout specifically acknowledges and agrees to all of the facts stated above.

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

1. Ms. Rideout 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 shall be placed on the file of Ms. Rideout.
3. Ms. Rideout shall pay a fine of \$1000.00 to the NSCP within six months of the date of this Settlement Agreement.


4. Ms. Rideout shall pay a portion of the College's costs for this matter, fixed at the amount of \$1000.00 to be paid within six months of the date of this Settlement Agreement.

The Investigation Committee of the Nova Scotia College of Pharmacists and Ms. Megan Rideout 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 16th day of March, 2021.



Beverley Zwicker, CEO and Registrar, NSCP



Megan Rideout, Registrant # 2957



Cheryl Court, Chair, Investigation Committee