

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. Anne Marie Kember, Pharmacist, [REDACTED]
[REDACTED]

The Hearing Committee met on October 12, 2022, to consider the proposed Settlement Agreement (attached) being recommended for acceptance by the Investigation Committee regarding Ms. Anne Marie Kember. The meeting was held via an online videoconference platform.

After careful review of the proposed Settlement Agreement the Hearing Committee hereby approves the Settlement Agreement as recommended by the Investigation Committee, without amendment, on the basis that the Settlement Agreement meets the requirements of s. 68 of the *Regulations*, is consistent with the purposes of the College as set out in s. 3 of the *Pharmacy Act*, and falls within a reasonable range of dispositions of the Complaint.

The Settlement Agreement is hereby approved.

Dated at Halifax this 12th day of October 2022



Susan Halliday Mahar (Chair), Pharmacist

On behalf of Hearing Committee Members:
Annette Marshall, Public Representative
Krista Trider, 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. Anne Marie Kember, Pharmacist, [REDACTED]
 [REDACTED]

SETTLEMENT AGREEMENT

WHEREAS a complaint dated August 5, 2021, was filed against Anne Marie Kember with the Nova Scotia College of Pharmacists (the "College") pursuant to the *Pharmacy Act*, R.S.N.S. 2011, C.55 and the Regulations made thereunder.

AND WHEREAS the College and Ms. Kember believe that a Settlement Agreement is the proper method of disposing of this matter.

STATEMENT OF FACTS

1. Ms. Kember is the owner and manager of The Medicine Shoppe Pharmacy in New Glasgow, Nova Scotia.
2. In 2019, The Medicine Shoppe Pharmacy in New Glasgow had in stock a container of carbamazepine powder with an expiry date of December 31, 2019. The carbamazepine powder was being used in a compound prepared approximately once monthly for one patient.
3. Between December 2019 and September 2021, Ms. Kember knowingly continued to use the carbamazepine powder after the expiry date on 15 occasions, contrary to the *Pharmacy Act* (31, 32), the *Pharmacy Practice Regulations* (16(2.4.5)), the *Standards of Practice: General Pharmacy Practice* (2.2.1, 2.2.2) and the *Code of Ethics* (I, VI).
4. In addition, another compounding powder (dehydroepiandrosterone) that expired in June 2020 was found to have been dispensed in March 2021.
5. Ms. Kember failed to obtain carbamazepine powder that was not expired.

6. Ms. Kember failed to ensure that inventory at The Medicine Shoppe Pharmacy in New Glasgow was managed in order to ensure expired stock is removed, contrary to the *Pharmacy Practice Regulations (16(3))* and the *Standards of Practice (General Pharmacy Practice (5.3.1))*.

ADMISSIONS

7. Ms. Kember admits the facts set out in the Statement of Facts and that her actions constitute professional misconduct, pursuant to Section 2(a) of the *Pharmacy Act*, in that she knowingly and repeatedly dispensed a drug after its expiry date and failed to appropriately manage inventory in order to ensure the removal of expired stock at the Medicine Shoppe Pharmacy in New Glasgow.

DISPOSITION

8. The College and Ms. Kember agree to the following disposition and settlement of this matter:

- a) A letter of reprimand shall be placed on the file of Ms. Kember. The reprimand shall read as follows:

That Ms. Kember breached the *Pharmacy Act* (31, 32), the *Pharmacy Practice Regulations* (16(2)(3)(4)(5)), the *Standards of Practice: General Pharmacy Practice* (2.2.1, 2.2.2 and 5.3.1) and the *Code of Ethics* (I, VI) by dispensing a drug after the expiry date and failing to appropriately manage inventory in order to ensure removal of expired stock.

- b) Ms. Kember shall pay a fine of \$1,500.00 to the College within three months of the date of this Settlement Agreement.
- c) The licence of Ms. Kember to practise pharmacy in Nova Scotia shall be suspended for a total of four weeks. In recognition of the possible difficulty in obtaining appropriate staffing, the period of suspension may be served in one four-week period or two two-week periods. In either case, the total four weeks of suspension must be completed within six months of the date of this Settlement Agreement. Ms. Kember must notify the College of the dates she will serve the suspension at least one week in advance of the first day of suspension.
- d) In the event that, in light of present exceptional staffing shortages, it is not possible for Ms. Kember to obtain appropriate staffing in order to keep The Medicine Shoppe Pharmacy open to service the public throughout her period of suspension, then in recognition of the public interest in The Medicine Shoppe Pharmacy remaining open to serve the community of New Glasgow, and upon signing a declaration that she has made best efforts but failed to obtain appropriate staffing, Ms. Kember may elect to pay a fine of \$7,500 to the College (in addition to the fine set out in paragraph 8(b) above, for a total \$9,000 fine), in lieu of the four-week suspension. If Ms. Kember is unable to find staffing and elects to pay the

additional \$7,500 fine to the College, the full amount of the additional \$7,500 fine must be paid to the College within six months of the date of this Settlement Agreement.

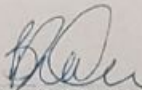
- e) Ms. Kember shall pay a portion of the College's costs for this matter to the College, fixed at the amount of \$3,000.00, within six months of the date of this Settlement Agreement.
- f) Ms. Kember shall pay the cost of \$825.00 for a professional practice audit to be completed at The Medicine Shoppe Pharmacy in New Glasgow. The audit will occur within one year of the date of this Settlement Agreement and must be paid by Ms. Kember within one month of its completion.
- g) Ms. Kember shall enroll in, undertake, and successfully complete, an ethics course approved by the Registrar of the College within 18 months of the date of this Settlement Agreement.
- h) The terms of this Settlement Agreement shall be made public, including publication of Ms. Kember's name and the facts and details of the Settlement Agreement, in accordance with the *Registration, Licensing and Professional Accountability Regulations*, Section 71.

EFFECTIVE DATE

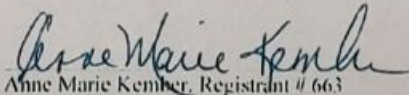
- 9. This Settlement Agreement shall not be effective unless approved by the Hearing Committee of the College. If approved by the Hearing Committee, the date of approval shall be the date of this Settlement Agreement.

The Investigation Committee of the College and Ms. Kember agree that this Settlement Agreement shall be put to a Hearing Committee of the College for its review, with a recommendation from the Investigation Committee that it be accepted, pursuant to section 69(1) of the *Registration, Licensing and Professional Accountability Regulations*.

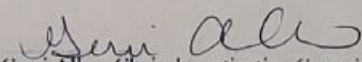
DATED at Halifax, Nova Scotia, this 15 day of Aug. 2022.



Beverley Zwickler, CEO and Registrar, NSCP



Anne Marie Kember, Registrant # 663



Gerri Allen, Chair, Investigation Committee