

PHARMACARE ENROLMENT AGREEMENT (PHARMACY)

Between

**Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Minister of Health Services**

(the “Province”)

And

Pharmacy Owner (Legal Name)

(the “Provider”)

For the Pharmacy identified as

Pharmacy Name

Pharmacy Address, City, Postal Code

WHEREAS the Province makes payments for Eligible Drugs, Eligible Medical Supplies and Eligible Services under the PharmaCare Program (“PharmaCare”) to or on behalf of Beneficiaries;

AND WHEREAS the Province only makes payments on behalf of Beneficiaries to those pharmacy owners who have entered into a written agreement with the Province;

AND WHEREAS the Provider wishes to participate in PharmaCare by providing Eligible Drugs, Eligible Medical Supplies and Eligible Services to Beneficiaries and receiving payment from the Province;

Now therefore the Province and the Provider agree to the following terms:

1.0 DEFINITIONS

“Beneficiary” means a person to whom, or on behalf of whom, payments may be made by the Province, through PharmaCare, in relation to Eligible Drugs, Eligible Medical Supplies, or Eligible Services;

“Claim” means a claim for payment or claim reversal, as applicable, that is submitted by the Provider to the Province in respect of an Eligible Drug, Eligible Medical Supply or Eligible Service provided to a Beneficiary;

“College” means the College of Pharmacists of British Columbia;

“Eligible Drug” means a medication prescribed by a practitioner and designated by the Province as a drug for which the Province, through PharmaCare, will make payments to or on behalf of Beneficiaries;

“Eligible Medical Supply” means a medical supply or device designated by the Province as a medical supply for which the Province, through PharmaCare, will make payments to or on behalf of Beneficiaries;

“Eligible Service” means a clinical service designated by the Province as a service for which the Province, through PharmaCare, will make payments to or on behalf of Beneficiaries;

“Inducement” means consideration including, but not limited to, cash, points, loyalty points, coupons, discounts, goods, rewards and similar schemes which can be redeemed for a gift or other benefit;

“Long Term Care Addendum” means the British Columbia PharmaCare Pharmacy Participation Agreement for the Provision of PharmaCare Services to Long Term Care Facilities, a copy of which is attached as Schedule A to this Agreement;

“Methadone Addendum” means the Methadone Maintenance Payment Program Addendum, a copy of which is attached as Schedule B to this Agreement;

“Pharmacy” means the pharmacy licensed under the *Pharmacy Operations and Drug Scheduling Act* and owned and operated by the Provider at the address specified at the beginning of this Agreement;

“Pharmacy Licence” means a pharmacy licence issued under the *Pharmacy Operations and Drug Scheduling Act*;

“Pharmacy Manager” means the individual pharmacist who is designated in the Pharmacy Licence as the manager of the Pharmacy;

“PharmaNet” means the Provincial computerized pharmacy networks and associated databases continued under section 13 of the *Pharmacy Operations and Drug Scheduling Act*;

“Practitioner” means a person authorized under the *Health Professions Act* and its regulations to prescribe drugs or devices in the course of providing the services of a designated health profession as defined in section 1 of that Act;

“Prescription” means an authorization from a practitioner to dispense a specified drug or device for use by a designated individual;

“PSA” means the Pharmacy Services Agreement entered into by the Province, the British Columbia Pharmacy Association, and the Canadian Association of Chain Drug Stores on July 7, 2010;

2.0 TERM

This Agreement will come into effect on the later of October 15, 2010 or the date of execution of this Agreement by the Province and will remain in effect unless and until terminated in accordance with Section 8.0.

3.0 PROVIDER'S OBLIGATIONS

3.1 The Provider shall ensure, at all times during the term of this Agreement, that there is a designated Pharmacy Manager and a valid and subsisting Pharmacy Licence for the Pharmacy. At the effective date of this Agreement, the Pharmacy Manager is

_____.
Pharmacy Manager Name

3.2 All Claims submitted to PharmaCare on behalf of any person by the Provider shall be submitted in accordance with the provisions of this Agreement, applicable law, and College rules.

3.3 All Claims submitted to PharmaCare on behalf of any person by the Provider shall contain all information required by the Province.

3.4 The Provider warrants that all Claims will be true, accurate and complete to the best of the Provider's knowledge.

3.5 The Provider shall not submit a Claim that the Provider knows or ought reasonably to know is false, inaccurate or misleading.

3.6 Except where the Provider is expressly directed or permitted by the Province to submit Claims in another manner, the Provider shall utilize PharmaNet to submit all Claims. The Provider shall abide by conditions established by the Province in respect of connection to and use of PharmaNet, including, but not limited to, PharmaNet Professional and Software Compliance Standards.

3.7 Except as provided in Section 3.9, the Provider shall not submit a Claim for a fee that exceeds the fee charged by the Provider to any person, other than an employee of the Pharmacy, for dispensing an Eligible Drug or Eligible Medical Supply or for providing an Eligible Service. Nothing in this provision is intended to require the Province to pay the Provider a fee greater than the maximum fee established by the Province in policy, or, where applicable, set out in the PSA.

3.8 Except as provided in Section 3.9, the Provider shall not submit a Claim for an Eligible Drug or Eligible Medical Supply that exceeds the amount charged by the Provider to any person, other than an employee of the Pharmacy, for the sale of that Eligible Drug or Eligible Medical Supply. Nothing in this provision is intended to require the Province to pay the Provider an amount greater than the maximum amounts established by the Province in policy.

- 3.9 Where an amount is charged by the Provider pursuant to a contract negotiated between the Provider and a third party engaged in the commercial practice of administering, processing or paying claims on behalf of a person, that amount shall be excluded from the application of Sections 3.7 and 3.8 above.
- 3.10 The Provider shall not charge a Beneficiary receiving full PharmaCare coverage (under PharmaCare Plan B, C, D, F, G or P) any amount in relation to a drug eligible for reimbursement as a full benefit as set out in PharmaCare policy. For clarity, this limitation precludes charges paid directly by the Beneficiary.
- 3.11 If a Beneficiary covered under PharmaCare Plan I has reached the family maximum deductible established by PharmaCare, the Provider shall not charge the Beneficiary any amount in relation to a drug eligible for reimbursement as a full benefit as set out in PharmaCare policy. For clarity, this limitation precludes charges paid directly by the Beneficiary.
- 3.12 Except as may be permitted by PharmaCare policy, no Inducements shall be provided by the Provider, or by an agent on behalf of the Provider, to any other person to secure prescription orders, or in relation to the provision of a drug, medical supply, or service on the portion of the cost of that drug, supply or service paid for or reimbursed by the Province through PharmaCare.
- 3.13 The Provider will procure and take delivery of Eligible Drugs and Eligible Medical Supplies only from parties duly licensed by Health Canada or otherwise authorized by the College to distribute such products.
- 3.14 The Provider shall abide by such policies and procedures for PharmaCare as the Province shall establish from time to time, provided that the Provider is given reasonable notice of same in advance of implementation.

4.0 PAYMENT OF CLAIMS BY THE PROVINCE

- 4.1 The Province shall reimburse to the Provider any amounts payable pursuant to PharmaCare policy within the time established by the Province in policy, but in any event not more than thirty (30) days after the adjudication of a Claim submitted on behalf of a Beneficiary.
- 4.2 During the effective term of the PSA, the maximum dispensing fee, and where the Provider has executed a Long Term Care Addendum, the capitation fee, reimbursed by the Province for a Claim submitted on behalf of a Beneficiary shall be in the amount set out in the PSA, including any applicable provisions in any extensions or successor agreements to it, and in accordance with PharmaCare policy. After the expiry of the PSA and any extensions or successor agreements to it, the maximum dispensing fee and the capitation fee shall be as established by the Province in policy.
- 4.3 Unless otherwise agreed to by the Province, all amounts to be paid by the Province to the Provider shall be paid by way of an electronic transfer of funds to the credit of the Provider to the financial institution directed by the Provider in writing in the manner required by the Province.

4.4 Notwithstanding any other provision of this Agreement, the Province's obligation to pay money to the Provider under this Agreement is subject to the *Financial Administration Act* which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due, and to the Treasury Board, not having controlled or limited expenditure under any appropriation.

5.0 NOTICE AND CHANGE OF OWNERSHIP

5.1 By execution of this Agreement, the Provider provides express consent for the College to disclose to the Province, and for the Province to obtain from the College, the name of the Pharmacy Manager, the address of the Pharmacy, and the names, addresses and occupations of all owners, officers, and directors of the Provider.

5.2 The Provider shall notify the Province, in the manner prescribed by the Province, of any change to the Provider's corporate name or business name, address, telephone number or fax number and the name of the Pharmacy Manager no later than seven (7) days prior to the change.

5.3 Upon the request of the Province, the Provider shall provide the Province with the names, addresses and occupations of all owners, officers and directors, of the Provider.

5.4 Subject to section 5.6, the Provider shall not assign its rights and obligations under this Agreement without the prior written consent of the Province, which consent will not be unreasonably withheld or delayed.

5.5 The Provider shall request the Province's consent to an assignment of this Agreement by providing thirty (30) days notice, in the form required by the Province, of the proposed assignment or such lesser notice as the Province may accept.

5.6 Notwithstanding Section 5.4, if:

- (a) the Provider undergoes an arm's length change in control, directly or indirectly, including an arm's length change of the controlling interest in the Provider's shares; or
- (b) there is a sale, at arm's length, of all or substantially all of the Provider's assets

the Province shall be deemed to have consented to the assignment of this Agreement if the Provider has provided notice, pursuant to Section 5.5, of the proposed assignment and the Province has not notified the Provider within thirty (30) days of receiving such notice that the Province will not consent to the assignment. During the period in which the Province is considering whether to consent to an assignment of this Agreement under this Section, the assignee may submit Claims in relation to Eligible Drugs, Eligible Medical Supplies or Eligible Services provided at the Pharmacy, but any payment of those Claims by the Province shall be without prejudice to the ability of the Province to subsequently refuse to consent to the assignment of this Agreement.

5.7 The Provider shall submit to the Province all information concerning the assignee reasonably required by the Province.

5.8 The Province will not consent to the assignment of this Agreement unless the assignee assumes all of the rights and liabilities of the Provider under this Agreement. In the event that the assignee so assumes and the Province otherwise consents to the assignment, the assumption by the assignee of the Provider's rights and liabilities under this Agreement shall not release the Provider from any of its outstanding liabilities under this Agreement up to the date of the assignment, but the Provider shall be released of all obligations relating to matters arising after the date of the assignment.

6.0 RECORDS AND AUDIT

6.1 The Provider acknowledges that the Province may conduct audits in relation to any issue within the subject matter of this Agreement. Such audits will be conducted by duly authorized representatives of the Province, in accordance with policy established by the Province.

6.2 The Provider shall retain the following records for all Claims reimbursed in whole or in part by PharmaCare for a period of three (3) years:

- i. the original prescription or refill authorization;
- ii. the record of sale to the Beneficiary, including the total amount charged and received for the sale;
- iii. the purchase order or invoice relating to the purchase of an Eligible Drug or Eligible Medical Supply by the Provider;
- iv. any record required by the Province, as established in policies and procedures, in relation to a claim for payments for Eligible Services; and
- v. any record in relation to an Inducement provided by the Provider.

6.3 The Provider shall permit the Province, at all reasonable times, to have access to the Pharmacy or other location where the records required to be kept pursuant to this Agreement are located, and to inspect and copy, or to remove those records for the purpose of copying, and to conduct an audit of those records relating to Claims paid in whole or in part by the Province.

6.4 Notwithstanding Section 6.2, if the Province is conducting an audit of the Pharmacy, or if the College is conducting an investigation of the Pharmacy, the Pharmacy Manager, or any individual employed at the Pharmacy, the Provider shall retain, in addition to the records listed in Section 6.2, any other book, payroll and financial/business record, report, purchase order, invoice or other information required by the Province, and all such records shall be retained until the completion of the audit or the College investigation. Without limiting the generality of Section 11.8, this obligation to retain documentation shall survive the termination of this Agreement.

6.5 In the context of an audit, if it is found, in the reasonable opinion of the Province, that no records exist to support a Claim, or that documentation supporting a Claim is incomplete or insufficient, the Claim will be disallowed and any amount associated with the Claim will be owing to the Province.

7.0 RECOVERY

- 7.1 Where any amount is found to be owing by the Provider to the Province, the Province may require and the Provider shall repay, no later than thirty (30) days from the receipt of the demand, the amount owing.
- 7.2 Without limiting other remedies available to the Province at law, if the Provider fails to make any repayment required under Section 7.1, the amount owing may be deducted from any money owing by the Province to the Provider under this Agreement. The Province will provide thirty (30) days notice of the recovery by set-off.

8.0 TERMINATION

- 8.1 The Provider may terminate this Agreement upon providing thirty (30) days written notice to the Province.
- 8.2 The Province may terminate this Agreement upon providing thirty (30) days written notice, together with the reasons for the termination, to the Provider. The Provider may, within twenty-one (21) days of receipt of the notice, make written representations to the Province as to why the Agreement should not be terminated. Before the termination takes effect, the Province will consider any representations made by the Provider and advise the Provider in writing whether and when the termination will take effect.
- 8.3 Despite the above, the Province may provide the Provider with written notice that the Agreement will be suspended immediately ("Suspension Notice") if:
- i. The Province has reasonable grounds to believe that the Provider, a director or officer of the Provider, or a shareholder of the Provider who has a controlling interest in the Provider has, in relation to the Pharmacy or another pharmacy owned by the Provider:
 - a. obstructed a person conducting an audit;
 - b. submitted fraudulent Claims;
 - c. provided false or incomplete information to the Province;
 - d. refused to comply with a request for information under section 5.3; or
 - e. been disciplined by the College in relation to a matter relating to the obligations of the Provider under this Agreement;
 - ii. The Province has reasonable grounds to believe that the Pharmacy Manager or an employee of the Pharmacy has, in relation to the Pharmacy:
 - a. obstructed a person conducting an audit;
 - b. submitted fraudulent Claims;
 - c. provided false or incomplete information to the Province;
 - d. refused to comply with a request for information under section 5.3; or
 - e. been disciplined by the College in relation to a matter relating to the obligations of the Provider under this Agreement;

- iii. The Provider, a director or officer of the Provider, a shareholder of the Provider who has a controlling interest in the Provider, the Pharmacy Manager or an employee of the Pharmacy has been convicted of an offence under the laws of Canada or British Columbia related to fraud in the operation of a pharmacy;
 - iv. the Province has reasonable grounds to believe that suspension of this Agreement is necessary for reasons concerning the protection of public health or safety;
 - v. the Provider has declared bankruptcy, has made a general assignment for the benefit of its creditors or a receiver has been appointed on account of the Provider's insolvency; or
 - vi. the Pharmacy Licence of the Pharmacy expires, or is suspended or cancelled.
- 8.4 If the Province issues a Suspension Notice under Section 8.3, it will expire thirty (30) days after it is issued unless it is extended or made permanent by the termination of the Agreement by the Province. The Provider may, within twenty-one (21) days of receipt of the Suspension Notice, make written representations to the Province as to why the Suspension Notice should not be extended or made permanent. Prior to the expiry of the Suspension Notice, the Province will consider any representations made by the Provider and will decide whether to permit the Suspension Notice to expire, to extend it for a further period of time, or to make it permanent, thereby terminating this Agreement effective on a date to be determined by the Province. The Province will notify the Provider of its decision forthwith.
- 8.5 The Suspension Notice will be effective immediately upon receipt, and the Province will not pay any Claims submitted by the Provider during the period in which the Provider is subject to a Suspension Notice.
- 8.6 If any of the circumstances set out in Section 8.3(i) or (iii) exist in relation to the Pharmacy or a pharmacy owned by the Provider, or if any of the circumstances set out in section 8.3(ii) exist in relation to the Pharmacy, the Province, rather than issuing a Suspension Notice, may impose such additional terms or conditions on the Provider as the Province considers appropriate. The ability of the Province to impose such additional terms or conditions is in addition to, and not in place of, the ability of the Province to issue a Suspension Notice under Section 8.3. For greater certainty, the fact that the Province has imposed additional terms or conditions on the Provider shall not prevent the Province from subsequently issuing a Suspension Notice to the Provider.
- 8.7 If this Agreement is suspended or terminated by the Province due to a breach of the terms of the Agreement or for a reason set out in section 8.3, the Province may publicly communicate the name of the Provider, and the date of the suspension or termination.

9.0 CONTINUATION OF ADDENDA

- 9.1 If, on the effective date of this Agreement, a Methadone Addendum is in effect in relation to the Pharmacy, that Addendum shall remain in effect until otherwise terminated.

9.2 If, on the effective date of this Agreement, a Long Term Care Addendum is in effect in relation to the Pharmacy, that Addendum shall remain in effect until otherwise terminated.

10.0 NOTICE

10.1 With the exception of notice of a suspension or termination of the Agreement, any written communication between the Parties, including any notice contemplated by this Agreement, shall be mailed, delivered, or faxed to the following addresses:

To the Provider:

To the Province:

PharmaCare Information Support
716 Yates Street, 3rd Floor
Victoria, BC V8W 1L4
Fax: (250) 405-3599

10.2 Notice of suspension or termination of the Agreement shall be communicated by personal delivery or registered mail.

10.3 Any written communication from either Party will be deemed to have been received by the other Party on the third business day after mailing if mailed, or on the date of personal delivery if delivered, or on the date of transmission if faxed.

10.4 Either Party may, from time to time, notify the other Party in writing of a change of address or fax number, and following receipt of such notice, the new address or fax number will, for the purposes of this Agreement, be deemed to be the address or fax number of the Party that gave notice.

11.0 GENERAL

11.1 Any amounts payable by a party under this Agreement that are past due shall bear interest at the rate in effect from time to time under the Interest on Overdue Accounts Receivable Regulation or the Interest on Overdue Accounts Payable Regulation of the *Financial Administration Act*, whichever is applicable.

11.2 This Agreement replaces any previous agreements between the parties, with the exception of the Methadone Addendum and the Long Term Care Addendum, if applicable.

- 11.3 The Provider expressly acknowledges and agrees that nothing in this Agreement will be construed as an agreement by the Province to restrict, limit or otherwise fetter in any manner the Province's ability to introduce, pass, amend, modify, replace, revoke or otherwise exercise any rights or authority regarding legislation, regulations, policies or any other authority of the Province. If there is any conflict between a term of this Agreement and the provision of any legislation or regulation, the provision of the legislation or regulation shall prevail to the extent of the conflict.
- 11.4 The Provider is an independent contractor and not the employee, agent or partner of the Province. This Agreement is not intended to constitute the granting of a license to the Provider.
- 11.5 If the Provider is a corporation, the Provider represents and warrants to the Province that the Provider has authorized its signatory to enter into and execute this Agreement on its behalf without affixing its common seal.
- 11.6 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia and the Parties agree to attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.
- 11.7 A waiver of any term of this Agreement or of any breach of this Agreement is effective only if it is in writing and signed by the Province and is not a waiver of any other term or any other breach.
- 11.8 The Parties intend that those sections of this Agreement which by their nature are intended to survive, shall survive the termination or expiry of this Agreement.
- 11.9 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.
- 11.10 This Agreement may be executed by facsimile and simultaneously in two counterparts, each of which shall be deemed an original, but both of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be duly executed as of the day and year written below.

Agreed to for and on behalf of Her Majesty)
the Queen in right of the)
Province of British Columbia by)
a duly authorized representative of)
the Minister of Health Services)
Pharmaceutical Services Division)
1515 Blanshard Street)
Victoria, BC V8W 3C8)

Agreed to for and on behalf of
the Provider:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

British Columbia PharmaCare Pharmacy Participation Agreement
For the Provision of PharmaCare Services to Long Term Care Facilities

This is to certify that **[pharmacy name, code, city]**, British Columbia, agrees to participate in the provision of PharmaCare services to **[name of facility, city]**, British Columbia, a licensed long term care facility, effective **[date effective]**, and to abide fully by the policies and procedures of the PharmaCare program (as stated from time to time by the Government of British Columbia, in consultation with the College of Pharmacists of British Columbia and the British Columbia Pharmacy Association) and by the regulations made under the authority of the Community Care and Assisted Living Act.

The above-mentioned Pharmacy, without limiting the generality of the foregoing, understands and agrees:

1. That it shall, upon request of a duly-authorized government representative of the Program, supply all relevant information for the purpose of field audits of services to the above-named long term care facility.
2. That all statements which shall be submitted by it to the Program administrators must represent bona fide transactions of the Pharmacy.
3. That all pharmaceutical services to the designated facility shall comply with the following guidelines and standards:
 - a) Individual prescriptions for residents shall be written by the prescriber, except when verbal prescriptions are permitted under Food and Drug Regulations and the Controlled Drugs and Substances Act, and are consistent with the Pharmacists, Pharmacy Operations and Drug Scheduling Act and the Bylaws thereto.
 - b) All prescriptions shall be dispensed in conformity with Federal and Provincial requirements. Not more than one prescription for the same drug shall be provided for a resident.
 - c) A monitored-dosage system shall be used to distribute all medication within the facility unless otherwise authorized.
 - d) Reference shall be made to the patient medication profile established and maintained by the Pharmacist prior to the dispensing of each prescription. To aid in detecting adverse reactions and incompatibilities, this profile should include Non-Prescription Medications (NPMs), alcohol, and other drugs not covered by PharmaCare. This profile and the patient's medication administration record shall be reviewed by the facility's Medication Safety Committee at intervals consistent with good pharmaceutical practice, such intervals not to exceed 180 days. Where necessary, discussion with the respective physician shall be initiated. An up-to-date copy of the profile shall be sent to the appropriate physician for approval on a 180 day basis.
 - e) Prepackaging of pharmaceuticals into monitored dose packages may be done by a Pharmacy Assistant with Pharmacist supervision of the beginning and end of that process.
 - f) Each monitored dose package shall be identified with the following information: trade or generic name, strength and quantity of the medication, name of manufacturer, lot number and expiration date and, where applicable, quantity.

- g) The Pharmacist, as a member of the facility's Medication Safety Committee, shall instruct (nursing or other) personnel in the correct method for handling and administering medication from the monitored dosage package. By frequent and regular visits to the facility the Pharmacist shall make checks consistent with professional duty, to ensure all proper procedures are followed.
 - h) Medications contained in monitored dose packages may be returned to stock and may be reissued, providing the Pharmacist ensures that such a practice is safe and where there is personal knowledge of the conditions under which the medication was stored. A record of returned medication, whether reissued or destroyed, must be maintained (noting the name of the patient source) for a period of one year.
 - i) Provision shall be made by the Pharmacist for drug services in emergencies by (1) a 24-hour, on-call service, or (2) by storage of small quantities of emergency drugs at the facility in accordance with the recommendations of the facility's Medication Safety Committee and any applicable regulations governing the facility, made under the authority of Section 16 of the Community Care and Assisted Living Act.
 - j) The Pharmacist shall participate in the Adverse Drug Reaction Monitoring Program of the Health Products and Food Branch.
 - k) Medications shall not be supplied to a resident by more than one Pharmacy, except in an emergency. Medication profiles are deemed to be records of the Long Term Care Facility and when a change of Pharmacy occurs, copies shall be forwarded to the Pharmacist appointed by the Facility.
 - l) Prior to instituting a monitored dosage system, the Pharmacist and the licensee or person in charge of the facility shall arrange for mutually acceptable conditions of use of current drug inventory, in accordance with the value of the stock on hand and safe practice.
 - m) Where a monitored dosage system is utilized, it must be used for all residents of the Facility (except where the resident's physician authorizes in writing that they may be handled otherwise).
4. That reimbursement for services provided under this program shall be according to terms negotiated by the Government of British Columbia and the British Columbia Pharmacy Association.
 5. That the Participation Agreement of the Pharmacy may be terminated at any time by either the Licensee or the Pharmacy by giving thirty (30) days notice to the other party by registered letter; notice must also be given to PharmaCare, Government of British Columbia.
 6. That no inducements shall be offered and/or given by any party to any other party as a consideration for provision of pharmaceutical services.

Authorized Signature

Dated this _____ day of _____, 2005, in the city of _____
in the Province of British Columbia.



METHADONE MAINTENANCE PAYMENT PROGRAM
ADDENDUM TO PHARMACY PARTICIPATION AGREEMENT

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by PharmaCare, a program administered by the Ministry of Health Services, 1515 Blanshard Street, Victoria, British Columbia, V8W 9P2,
("PharmaCare")

AND: _____ incorporated in British Columbia under Incorporation Number _____, having its registered office at _____, British Columbia, _____ and doing business as _____ Pharmacy, having a place of business at _____, BC
("the Pharmacy")

WHEREAS:

- A. _____ (the "Pharmacy") has a Participation Agreement (the "Participation Agreement") with PharmaCare in substantially the same form attached as Appendix A; and
- B. PharmaCare has established a Methadone Maintenance Payment Program [the "Methadone Maintenance Payment Program"] in which Pharmacies may voluntarily participate, subject to the policies of PharmaCare in respect of that program, and the terms of this Agreement.
- C. The Pharmacy has requested compensation for the dispensing of methadone by prescription;
- D. The Pharmacy wants to participate in the Methadone Maintenance Payment Program under the terms and conditions in this Agreement.
- E. Methadone is a Schedule IA drug pursuant to the Drug Schedules Regulation under the *Pharmacists, Pharmacy Operations and Drug Scheduling Act*, (Triplicate/Duplicate Prescription Program), and may be sold by a pharmacist to a practitioner or on the prescription of a practitioner in accordance with Section B-19 (16) of the bylaws to the *Pharmacists, Pharmacy Operations and Drug Scheduling Act*.

NOW THEREFORE the parties agree, as follows:

1. PharmaCare will pay to the Pharmacy the sum of the Actual Acquisition Cost (to a maximum of \$0.02/ml) plus the usual and customary dispensing fee (subject to maximum rules as provided in PharmaCare policy and the Participation Agreement), plus a \$7.70 per prescription interaction fee for each time a pharmacy fills and dispenses methadone directly to a PharmaCare eligible client.
2. The Pharmacy agrees that the prescription interaction fee described in section 1 shall be payable only when the pharmacist dispenses the medication directly to the PharmaCare eligible client.
3. The Pharmacy agrees that, as a consequence of its participation in the Methadone Maintenance Payment Program and this Agreement, it will not charge a PharmaCare eligible client any amount over and above the Pharmacy's usual and customary professional dispensing fee and drug acquisition cost and shall not bill the PharmaCare eligible client or any person acting on behalf of the PharmaCare eligible client any sum beyond this amount.
4. In addition to, and in clarification of paragraphs 2 and 3 of the Participation Agreement, the Pharmacy agrees that it will not pay cash incentives or provide inducements of any kind to PharmaCare eligible clients, or to any person in respect of dispensing methadone under this Agreement, and the Pharmacy shall abide by any policies of PharmaCare in respect of the Methadone Maintenance Payment Program regarding these matters.
5. Participation in the Methadone Maintenance Payment Program is optional and is in addition to the requirements contained in the Pharmacy Participation Agreement.
6. Participation in the Methadone Maintenance Payment Program may be cancelled by either party by giving sixty (60) days notice to the other party by registered mail.

If to the Pharmacy:

If to PharmaCare:

Ministry of Health Services
1515 Blanshard St.
Victoria BC V8W 9P2

Attention: _____

7. The Pharmacy agrees that where methadone is not directly dispensed by a pharmacist to the PharmaCare eligible client, the Pharmacy is not entitled to the prescription interaction fee.

8. The Pharmacy must submit bills and keep complete and accurate records, in accordance with PharmaCare policies, and such bills and records must be produced at such times and in the form requested by PharmaCare policy for purposes of reimbursement by PharmaCare.
9. The Pharmacy will, upon request of a duly authorized representative of PharmaCare, supply all relevant information for purposes of audit.
10. The pharmacy expressly agrees to be bound by all requirements of the Participation Agreement, this addendum, as well as any policies made by PharmaCare in respect of the Methadone Maintenance Payment Program.
11. In all other respects, the terms and conditions of the Pharmacy Participation Agreement remain unchanged and apply to this addendum.
12. This Agreement may be entered into by each party signing a separate copy of the Agreement (including a photocopy or facsimile copy) and delivering it to the other party by facsimile.

IN WITNESS WHEREOF the parties have duly executed this Addendum as follows:

SIGNED AND DELIVERED at

_____,
this ___ day of _____, 200__,
on behalf of the _____, by its
duly authorized signatory

Pharmacy Manager

SIGNED AND DELIVERED at

_____,
this ___ day of _____, 200__,
on behalf of the Province by an authorized
representative of PharmaCare, Ministry of
Health Services

Executive Director, PharmaCare