#### **AMENDING AGREEMENT #3**

This Amending Agreement #3 to the Proprietor Agreement is effective as of June 1, 2024 (the "Effective Date")

#### **BETWEEN:**

## HIS MAJESTY THE KING, in right of The Province of Saskatchewan, as represented by the Minister of Health (hereinafter referred to as the "Ministry")

AND:

	of the	
(Proprietor)	(village, town, city)	
(Corporate Name as registered with Corpor	rations Branch, where applicable)	
of	in the Province of	
(name of village, town, city)		(location of corporate head office, if applicable)
operating as	located at	
(name of pharmacy)		(address of pharmacy)
in the	of	
(village, town, city)	(name of village, town, city) (postal code)	
	(the "Proprietor")	

**WHEREAS** the Minister and the Proprietor entered into a Proprietor Agreement dated the 1<sup>st</sup> day of November, 2018 setting out the conditions to provide financial assistance to eligible Saskatchewan residents for the purchase of drugs including the amount to be paid by the Minister for each drug dispensed and for a dispensing fee for professional services rendered in the dispensing of drugs to eligible residents (herein the "Original Agreement");

**AND WHEREAS** the Parties wish to amend the Original Agreement, in the manner set forth herein:

## **THE PARTIES** agree as follows:

- **1.0** The Original Agreement is amended by this *Amending Agreement* #3, in the following manner:
  - (a) Replacing the Schedule A and Schedule B with following attached Schedule A and Schedule B.

#### 2.0 GENERAL PROVISIONS

- 2.1 This Amendment shall form an integral part of the Original Agreement and, except as provided otherwise herein, the terms of the Original Agreement shall govern this Amendment. In the case of any conflict between the terms of this Amendment and of the Original Agreement, the terms of this Amendment shall prevail.
- 2.2 Any modification and/or amendment to this Amendment must be in writing and executed by the Parties.
- 2.3 This Amendment shall be governed by and interpreted in accordance with the laws of the Province of Saskatchewan, without reference to its conflict of laws provisions, and the Federal laws of Canada applicable therein. All disputes arising under this Amendment will be referred to the courts of the Province of Saskatchewan, which will have jurisdiction, and each Party hereto irrevocably submits to the jurisdiction of such courts.
- 2.4 Except as otherwise amended in this *Amending Agreement* #3, the Original Agreement remains in full force and effect.
- 2.5 This Amending Agreement #3 may be executed in any number of counterparts with the same effect as if both Parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

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## 3. 0 EXECUTION

**IN WITNESS WHEREOF,** the parties have each caused this *Amending Agreement* #3 to be duly executed as of the day and year first written above (the "Effective Date") and shall terminate upon the termination of the Original Agreement.

## On behalf of the Minister of Health:

Jacry L. Smith
(signature)
Tracey L. Smith (please print name)
(piease print name)
<u>Deputy Minister</u>
(please print title)
May 30, 2024
(date)
On behalf of the Proprietor:
(signature)
(please print name)
(please print title)
(date)

# SCHEDULE "A" DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

Each of the words and phrases used in this Agreement and its Schedules that are not otherwise defined shall have the following meaning:

- a) "acquisition cost" has the meaning given to it in Schedule "B";
- b) "adjudicated" means a determination of entitlement of a Saskatchewan resident under the Program as made by DPEBB and includes a determination of copayments and deductibles in respect of the person being adjudicated;
- c) "alternative reimbursement" means the fee charged by a pharmacist for providing a trial prescription to beneficiaries pursuant to Schedule "B," clause 1.2(f);
- d) "assessable acquisition cost" means the total of the acquisition costs of all prescriptions dispensed by a Proprietor in a specified period pursuant to this Agreement;
- e) "beneficiary" means a person and the person's family unit as adjudicated by the DPEBB pursuant to *The Prescription Drugs Regulations, 1993* (Saskatchewan) as being eligible to receive financial assistance under the Program for the purchase of drugs and services obtained from the Proprietor;
- f) "compliance packaging" means devices or packaging systems where doses of one or more solid oral medications (tablets or capsules) can be organized according to the time of administration;
- g) "compliance packaging fee" means the fee set out in the current Proprietor Agreement, for professional services associated with compliance packaging;
- h) "compounding fee" means the fee set out in the current Proprietor Agreement, for services associated with preparing extemporaneous preparations;
- i) "COVID-19 Immunization" means administration of a publicly funded COVID-19 vaccine by a pharmacist;
- j) "COVID-19 Immunization Fee (CIF)" means the fee set out in this Amending Agreement for professional services associated with administering publicly funded COVID-19 vaccine;

- (DOT) means that under the direct observation of a pharmacist, patients will be observed while they take their medication. Direct Observed Therapy (DOT) is designed to reduce the risk of treatment interruption and to ensure patient adherence;
- "direct observed therapy (DOT) fee" means the fee set out in the current Proprietor Agreement, for professional services associated with performing Direct Observed Therapy (DOT);
- m) "dispensing fee" means the fee more particularly set out in Schedule "B" for the provision of professional services associated with and culminating in dispensing a drug;
- n) "DPEBB" means the Drug Plan and Extended Benefits Branch of the Saskatchewan Ministry of Health;
- o) "DPEBB Reference Manual" means the manual prepared by DPEBB entitled "Saskatchewan Health Drug Plan & Extended Benefits Branch Pharmacy Reference Manual, (July 2004)," as amended from time to time;
- p) "drug" means a drug as defined in *The Pharmacy and Pharmacy Disciplines Act,* as amended from time to time;
- q) "drug material cost" means the sum of the acquisition cost plus the actual markup assessed by the Proprietor for the drugs contained within a prescription;
- r) "ECPI Program" means the Enhanced Collection of Prescription Information Program established by Saskatchewan Health pursuant to *The Prescription Drugs Act* (Saskatchewan) to create an electronic health record for prescriptions for Saskatchewan residents;
- s) "eligible Saskatchewan resident" means a Saskatchewan resident who is eligible to receive financial assistance under the Program for the purchase of drugs and services and includes any person adjudicated by the DPEBB to be a beneficiary, special beneficiary, extraordinary beneficiary, but does not include Saskatchewan residents who are entitled to prescription drug services from any of the governments or agencies mentioned in clause 14.1;
- t) "extemporaneous preparations" means pharmaceutical products requiring preparation or compounding in a pharmacy according to the orders of the prescriber;
- u) "extraordinary beneficiary" means a person who meets the criteria as set out in section 11 of *The Prescription Drugs Regulations, 1993* (Saskatchewan);

- v) "formulary" means the formulary established pursuant to section 4 of *The Prescription Drugs Act* (Saskatchewan), including any amendments or revisions thereto, which lists those drugs for which payment may be made by the Minister pursuant to *The Prescription Drugs Regulations*, 1993 (Saskatchewan);
- w) "formulary period" means the period commencing on the 1st day of April and ending on the 31st day of March of the following year;
- x) **"incentive"** means any money, gifts, donations to a charity, rebates, refunds, customer loyalty programs, points, coupons, discounts, goods, dividends and/or rewards which can be redeemed for a gift or other benefits;
- y) "influenza immunization" means administration of a publicly funded seasonal influenza vaccine by a pharmacist;
- z) "influenza immunization fee (IIF)" means the fee set out in the current Proprietor Agreement, for professional services associated with administering publicly funded seasonal influenza vaccine;
- "injection administration" means administration of injectable drugs by a pharmacist;
- bb) "injection administration fee (IAF)" means the fee set out in the current Proprietor Agreement, for professional services associated with administering injectable drugs to a Saskatchewan resident;
- cc) "insulin pump supplies" means cartridges/reservoirs, infusion sets, insertion devices and skin preparation products;
- dd) "interchangeable" means those products that are designated in the formulary as interchangeable pharmaceutical products;
- ee) "**low cost alternative**" means the lowest priced product in a group of interchangeable pharmaceutical products;
- ff) "maintenance drug" means a drug listed in the formulary within a category identified in Schedule "E" to this Agreement;
- gg) "manufacturer's suggested retail price" means the maximum charge as recommended by the manufacturer's price list;
- hh) "markup" means the markup described in clause 1.1 of Schedule "B";

- ii) "maximum allowable cost" means the prescription charge for a drug where the drug is part of a maximum allowable cost group;
- ij) "maximum allowable cost group" means a group of drugs in the formulary designated by the Minister as a 'maximum allowable cost group' pursuant to *The Prescription Drugs Regulations*, 1993 (Saskatchewan);
- "medication assessment" means a standardized approach to assess a patient's ability to administer their medications, appropriateness of the medication and dosing intervals, potential interactions, side effects, drug allergies, contraindications and includes communication with the physician and/or health care professional(s) to resolve discrepancies that exist and potential or actual drug therapy problems identified;
- "medication assessment fee" means the fee set out in the current Proprietor Agreement, for professional services associated with performing a medication assessment;
- mm) "methadone managed care fee" means the fee charged by the Proprietor for the managed care and follow-up services, including monitoring and supervision, with "service" limited to in-person service;
- nn) "minor ailments" means minor ailments within the meaning of the Regulatory
  Bylaws of the Saskatchewan College of Pharmacy Professionals, as amended from
  time to time;
- oo) "nutritional supplements" under the Cystic Fibrosis Program means supplemental puddings, supplemental bars, liquid oral supplements, supplemental shakes and powders;
- pp) "ostomy supplies" means supplies required for urinary and bowel diversions;
- qq) "PACT" means Partnership to Assist with Cessation of Tobacco;
- rr) "PACT fee" means the fee set out in the current Proprietor Agreement, for professional services associated with providing tobacco cessation and support services;
- ss) "patient assessment fee" means the fee set out in Schedule "B" for the provision of professional services associated with patient assessment and prescribing according to the Regulatory Bylaws of the Saskatchewan College of Pharmacy Professionals;

- tt) "Pharmaceutical Information Program (PIP)" means a secure, web-based computer application that provides authorized health care users (such as pharmacists, physicians, and nurses) with access to medication histories of Saskatchewan patients, and other tools to help make drug therapy decisions;
- uu) "pharmacist" means a person who is registered as a member in the jurisdiction in which they are practicing in accordance with applicable provincial laws and bylaws and to whom a license has been issued by that jurisdiction;
- vv) "pharmacy" means the pharmacy operated by the Proprietor to which the pharmacy number P\_\_\_ has been assigned by DPEBB for administrative purposes;
- ww) "practitioner" means a duly qualified medical practitioner, dentist or other health care professional whose profession is authorized by their provincial legislation, as amended from time to time, to issue prescriptions, but does not include veterinarians;
- "prescriber" means the practitioner who issued a prescription in respect of a person;
- "prescription" means an order given by a practitioner (but does not include a veterinarian) directing that a stated amount of a drug or mixture of drugs be dispensed to a person named in the order and "prescribed" has a corresponding meaning;
- "prescription charge" means, subject to any limitations and restrictions set out in this Agreement, the total of the acquisition cost, markup and dispensing fee plus, if applicable, an extemporaneous compounding fee or any other managed care fee, as more particularly set out in Schedule "B";
- aaa) "prescriptive authority" means prescribing authority as defined in the Regulatory Bylaws of the Saskatchewan College of Pharmacy Professionals Part K- Prescribing of Drugs, as amended from time to time;
- bbb) "professional services" means those services normally provided by a pharmacist resulting in the dispensing of a drug as set by the regulatory body of the jurisdiction in which they are practicing;
- ccc) "refusal to dispense" means services related to management of situations involving potential drug diversion or inappropriate use;
- ddd) "Saskatchewan resident" means a "resident" as set out in *The Prescription Drugs*Act (Saskatchewan);

- eee) "seamless care" means services related to medication reconciliation, which is a formal process of obtaining a complete and accurate list of a patient's medications, comparing it to physician's admission, transfer and/or discharge orders and resolving any discrepancies between the lists. It is a process designed to prevent medication errors at patient transition points, such as when a patient is discharged from the hospital to a community setting;
- fff) "SOC" (Standing Offer Contract) means an arrangement between the Minister and a drug manufacturer whereby the drug manufacturer has agreed to supply a drug product to distributors or other businesses with whom the Minister has entered into an Agreement for receiving that drug;
- ggg) "SOC drug" means a drug acquired and distributed for the purposes of DPEBB pursuant to a SOC;
- hhh) "**special beneficiary**" means a person who meets the criteria set out in section 9 of *The Prescription Drugs Regulations, 1993* (Saskatchewan);
- iii) "special drug" means a drug listed in Schedule "C" to this Agreement, as amended from time to time;
- "Suboxone™ managed care fee" means the fee charged by the Proprietor for the managed care and follow-up services, including monitoring and supervision, with "service" limited to in-person service;
- kkk) "trial prescription program" means the program described in Schedule "B" of this Agreement;
- "usual and customary charge" means the lowest normal or advertised price charged by a Proprietor to the general public for a product purchased on the dispensing date;
- mmm) "usual and customary dispensing fee" means the lowest normal or advertised price charged by a Proprietor to the general public for a drug product purchased on the day of a transaction.

# SCHEDULE "B" PRESCRIPTION AND PROFESSIONAL SERVICE CHARGES

#### 1.1 Definitions

For the purposes of this Agreement:

- (a) "acquisition cost" means the lesser of the following rates or costs, (other than discounts or rebates for prompt payment of invoices, to a maximum of 2%):
  - (i) the actual invoice cost for acquisition of a drug by the Proprietor; or
  - (ii) the rate established by DPEBB as the maximum cost for a drug.
- (b) "dispensing fee" means the maximum fee which may be charged by the Proprietor to an eligible Saskatchewan resident for dispensing a drug which shall not exceed:
  - (i) the sum of \$12.15 for any drug dispensed during the period June 1, 2024 to May 31, 2025
- (c) "markup" means the percentage markup for each drug based on the acquisition cost of the drug as set out below:
  - (i) acquisition cost between \$0.00 \$6.30 30% mark up
  - (ii) acquisition cost between \$6.31 \$15.80 15% mark up
  - (iii) acquisition cost between \$15.81 \$200.00 10% mark up
  - (iv) acquisition cost over \$200.00 \$20.00 mark up

#### 1.2 Maximum Charges to Minister

Subject to the other provisions of this Agreement and, without limiting the generality of the foregoing, the limits and restrictions set out in Article 7.0, the maximum prescription charges and service fees that a Proprietor may charge eligible Saskatchewan residents are as follows:

## (a) **Prescription Charge**

In respect of the drug dispensed (unless otherwise specifically provided for below), the prescription charge shall be an amount not exceeding the total of:

acquisition cost + markup + dispensing fee = prescription charge.

## (b) Extemporaneous Preparations

If the drug dispensed is an extemporaneous preparation, the compounding fee shall be:

- (i) subject to (ii), an amount equal to seventy-five cents (\$0.75) X the number of minutes spent compounding an extemporaneous preparation, to a maximum of 60 minutes;
- (ii) for methadone extemporaneous preparations, an amount equal to seventy-five cents (\$0.75) X the number of minutes spent compounding an extemporaneous preparation to a maximum of:
  - A. 60 minutes where the methadone is prescribed for the purposes of palliative pain management, or
  - B. 20 minutes in all other cases.

#### (c) Special Drugs, Insulin, and Blood Glucose Test Strips

If the drug dispensed is a special drug, insulin or blood glucose test strips, the prescription charge shall be:

- (i) for special drugs:
  - acquisition cost + markup + 50% of acquisition cost = prescription charge
- (ii) for insulin:
  - acquisition cost + markup = prescription charge.
- (iii) for blood glucose test strips:
  - acquisition cost + markup + dispensing fee = prescription charge.

#### (d) **Methadone**

If the drug dispensed is a methadone compound:

- (i) where methadone is prescribed for the purposes of treating a drug addiction, the maximum charge shall be the total of:
  - A. the prescription charge shall be:

acquisition cost + markup + the compounding fee, if applicable [per Schedule "B" clause 1.2 (b) (ii) (B)] + dispensing fee for each seven (7) day period or a lesser period if the prescription is written for less than a seven (7) day period = prescription charge; and

- B. the methadone managed care fee shall be:
  - \$7.50 per service, to a maximum of \$52.50 in any seven-day period; or
- C. the off-site methadone managed care fee shall be, subject to the restrictions set out in Schedule "G":
  - \$7.50 per service, to a maximum of \$52.50 in any seven-day period
- (ii) where methadone is prescribed for the purposes of palliative pain management, the prescription charge shall be the total of:
  - acquisition cost + markup + the compounding fee [per Schedule "B" clause 1.2 (b) (ii) (A)] + dispensing fee = prescription charge.

#### (e) Suboxone™

If the drug dispensed is Suboxone™:

- (i) where Suboxone™ is prescribed for the purposes of treating a drug addiction, the maximum charge shall be the total of:
  - A. the prescription charge shall be:

acquisition cost + markup + dispensing fee for each seven (7) day period or a lesser period if the prescription is written for less than a seven (7) day period = prescription charge; and

B. the Suboxone™ managed care fee shall be:

\$7.50 per service, to a maximum of \$52.50 in any seven day period; or

C. the off-site Suboxone™ managed care fee shall be, subject to the restrictions set out in Schedule "G":

\$7.50 per service, to a maximum of \$52.50 in any seven day period.

## (f) Trial Prescription

If the drug dispensed is a Trial Prescription Drug listed on Schedule "D" to this Agreement, the maximum charge shall be:

(i) the prescription charge for the initial 7-to-10-day supply shall be:

the prescription charge as determined by clause 1.2(a) to this Schedule; and

(ii) the prescription charge for the remainder of the supply shall be:

acquisition cost + markup = prescription charge (provided the remainder is dispensed); and

(iii) the alternative reimbursement fee of \$7.50 for the service provided.

## (g) Diabetes Supplies

If syringes, needles, lancets, and swabs are dispensed, the prescription charge shall be the lesser of:

- (i) acquisition cost plus 50% mark-up; or
- (ii) the usual and customary charge for the syringes, needles, lancets, and swabs.

(h) Medication Assessment (Clients of Home Care, and Community Based Mental Health Programs and Community Living Service Delivery (CLSD) patients in Group Homes or Approved Private Service Homes)

If the service provided involves medication assessment as set out in the Medication Assessment and Compliance Packaging DPEBB Policy, as amended from time to time, the medication assessment fee shall be:

- (i) no more than \$60.00 for an eligible Saskatchewan resident who meets criteria as set out in Medication Assessment and Compliance Packaging DPEBB Policy; and
- (ii) restricted to payment once per calendar year.

### (i) Compliance Packaging

If the service provided involves compliance packaging as set out in the Medication Assessment and Compliance Packaging DPEBB Policy, as amended from time to time, the compliance packaging fee shall be:

- (i) \$6.25 for each 7-day supply of medication for an eligible Saskatchewan resident who meets criteria as set out in the Medication Assessment and Compliance Packaging DPEBB Policy;
- (ii) limited to \$25.00 for a 28-day supply or \$31.25 for a 35-day supply;
- (iii) requires a medication assessment to be performed prior to approval and payment of a compliance packaging fee.

Compliance Packaging services under the Saskatchewan Medication Assessment Program (SMAP) will only be paid for eligible patients as defined in the most current SMAP policy.

#### (j) Seamless Care

If the service provided involves seamless care as set out in the Seamless Care Fee DPEBB Policy, the seamless care fee shall be 1.5 times the usual and customary dispensing fee to pharmacies that provide seamless care services.

#### (k) Refusal to Dispense

If the service provided involves refusal to dispense as set out in the Refusal to Dispense Fee DPEBB Policy, the refusal to dispense fee shall be 1.5 times the

usual and customary dispensing fee to pharmacies that refuse to dispense certain prescriptions meeting specific criteria.

## (I) Insulin Pump Supplies

If insulin pump supplies are dispensed, the prescription charge shall be the lesser of:

- (i) the manufacturer's suggested retail price; or
- (ii) the usual and customary charge for insulin pump supplies on the dispensing date.

## (m) Prescriptive Authority (Level I)

If the service provided is pharmacist assessment and prescribing according to the Regulatory Bylaws of the Saskatchewan College of Pharmacy Professionals, and pursuant to Section 4.6 of this Agreement, the patient assessment fees shall be:

- (i) \$6.00 for Continuing Existing Prescriptions (Bylaw Part K Section 5(1)(2)(3)): Patient requires <u>interim supplies</u> because remaining supplies will not be sufficient until the date of his/her next appointment with a practitioner;
- (ii) \$6.00 for Continuing Existing Prescriptions (Bylaw Part K Section 5 (4)(5)): Patient is <u>unable to access his/her supplies</u> due to distance or other reasons;
- (iii) \$10.00 for Continuing Existing Prescriptions (Bylaw Part K Section 5 (8)(9)(10)(11)): Patient is in a <u>life-threatening situation</u> and requires supplies until he/she can consult a practitioner;
- (iv) \$6.00 for Continuing Existing Prescriptions (Bylaw Part K Section 5 (8)(9)(10)(11)): Patient is in a situation where an interruption in drug therapy would result in serious or imminent harm to the patient's health or well-being;
- (v) \$6.00 for Insufficient Information (Bylaw Part K Section 6 (1)(2)): Pharmacist may alter missing information in order to dispense the drug;
- (vi) \$6.00 for Increasing Suitability of Drug (Bylaw Part K Section 7 (1)(2)(3)): Pharmacist may alter a <u>dosage form</u> if more beneficial for the patient;
- (vii) \$6.00 for Enhancing Safety and Drug Effectiveness (Bylaw Park K Section

8 (1)(2)(3)(4): Pharmacist may alter the dosage amount or dosage regimen of a drug to prevent imminent harm, correct an obvious error, and to align with antimicrobial and opioid stewardship;

- (viii) \$25.00 for Drug Reconciliation (Bylaw Part K Section 9 (1)(2)(3)): Pharmacist may prescribe a drug to a patient recently discharged if the patient has not obtained a continuing prescription while in hospital, licensed special care home or personal care home. Pharmacist may prescribe a drug if the patient has been admitted to a hospital, licensed special care home or personal care home and the pharmacist determines the patient should receive the drug.
- (ix) \$18.00 for Therapeutic Substitution (Bylaw Part K Section 2 (3)(e)): If in the opinion of the Registrar, extraordinary circumstances exist which demonstrate that it is in the public interest to do so, the Registrar may, according to the terms and conditions prescribed by Council, authorize pharmacists to make a therapeutic substitution for a drug without complying with the practice, training and competency requirements for Level II Prescriptive Authority.

Prescriptive Authority (Level I) is only allowed in accordance with the scope of practice of the licensing province of the prescribing pharmacist, and must comply with the Saskatchewan Prescriptive Authority Program Level I Policy and Procedures.

## Prescriptive Authority (Level II)

(x) \$18.00 for Therapeutic substitution (Bylaw Part K Section 16):
Pharmacist who has achieved the requirements specified in Part K
Section 12(1)(b)(iv) and 12(3)(d) may make one or subsequent
therapeutic substitutions of drugs within the pharmacologic class
approved by Council.

Prescriptive Authority (Level II) is only allowed in accordance with the scope of practice of the licensing province of the prescribing pharmacist, and must comply with the Saskatchewan Prescriptive Authority Program Level II Policy and Procedures.

#### (n) Minor Ailments

If the service provided is pharmacist assessment and prescribing of an eligible prescription medication for the treatment of a minor ailment according to Part K Section 9 of the *Regulatory Bylaws of the Saskatchewan College of Pharmacy Professionals* and pursuant to Section 4.6 of this Agreement, and as set out in

the Minor Ailments Program DPEBB policy, as amended from time to time, the Minor Ailment Fee shall be \$25.00.

Minor Ailment prescribing is only allowed in accordance with the scope of practice of the licensing province of the prescribing pharmacist, and must comply with the Saskatchewan Minor Ailments, Self-Care and Other Diseases Program.

#### (o) Ostomy Supplies

If ostomy supplies are dispensed, the prescription charge shall be the lesser of:

- (i) the manufacturer's suggested retail price; or
- (ii) the usual and customary charge for ostomy supplies on the dispensing date.

## (p) Nutritional Supplements

If nutritional supplements under the Cystic Fibrosis Program are dispensed, the prescription charge shall be the lesser of:

- (i) the manufacturer's suggested retail price; or
- (ii) the usual and customary charge for nutritional supplements on the dispensing date.

## (q) Partnership to Assist with the Cessation of Tobacco (PACT)

If the service provided involves provision of tobacco cessation support and services as set out in the Partnership to Assist with Cessation of Tobacco (PACT) DPEBB policy, as amended from time to time, PACT fees of \$2.00/minute to a maximum of \$300.00 per patient per year, shall be submitted as:

- (i) one submission of \$5.00 (2.5 minutes) for the Bronze stage;
- (ii) one submission of \$10.00 (5 minutes) for the Bronze Plus\* stage;
- (iii) up to three submissions totaling 90 minutes for a maximum of \$180.00 for the Silver\* and Gold\* stages;
- (iv) up to ten submissions of \$10.00 each for a total of \$100.00 (50 minutes) for the Follow-up\* stage.

Silver\* and Gold\* stage services provided in a group setting for more than one patient at a time are paid to a maximum of \$150.00/patient (\$1.00/minute to a maximum of 150 minutes) per year. Follow-up\* services in a group setting are paid at the same rates as for individual sessions.

\*Limited to PACT trained pharmacists.

#### (r) Saskatchewan Medication Assessment Program (SMAP)

If the service provided involves medication assessment as set out in the Saskatchewan Medication Assessment Program (SMAP) DPEBB Policy, as amended from time to time, the medication assessment fees shall be no more than:

- (i) \$60.00 per year per person for an Annual Medication Assessment Fee; and
- (ii) \$20.00 each for up to two (2) Follow-up Patient Assessment Fees to a maximum of \$40.00 per year per person for eligible patients who have received an initial Medication Assessment.

Compliance packaging shall be paid according to Schedule "B" clause 1.2 (j).

#### (s) **Direct Observed Therapy (DOT)**

If the service provided involves Direct Observed Therapy (DOT) as set out in the Direct Observed Therapy (DOT) DPEBB Policy, as amended from time to time, the DOT fee shall be \$3.50 per day to a maximum of \$24.50 per week for witnessing the administration of approved medications (DOT Policy Appendix A) to eligible patients.

## (t) Influenza Immunization

If the service provided involves administration of a publicly funded seasonal influenza vaccine as set out in the Influenza Immunization Program DPEBB Policy, as amended from time to time, the Influenza Immunization Fee (IIF) shall be \$14.00.

No incentives shall be provided by the Proprietor or an agent on behalf of the Proprietor to any other person in relation to drugs dispensed and services provided in the pharmacy pursuant to the Influenza Immunization Program.

#### (u) Injection Administration

If the service provided involves administration of an injectable drug as set out in the Injection Administration Program DPEBB Policy, as amended from time to time, the Injection Administration Fee (IAF) shall be \$14.00.

No incentives shall be provided by the Proprietor or an agent on behalf of the Proprietor to any other person in relation to drugs dispensed and services provided in the pharmacy pursuant to the Injection Administration Program.

#### (v) **COVID-19 Immunization**:

If the service provided involves administration of a publicly funded COVID-19 vaccine as set out in the COVID-19 Immunization Program DPEBB Policy, as amended from time to time, the COVID-19 Immunization Fee (CIF) shall be \$20.00.

No incentives shall be provided by the Proprietor or an agent on behalf of the Proprietor to any other person in relation to drugs dispensed and services provided in the pharmacy pursuant to the COVID-19 Immunization Program.

## (w) Additional Publicly Funded Vaccines

Once approved, if the service provided involves administration of a publicly funded vaccine, other than influenza vaccine or COVID-19 vaccine, as set out in a DPEBB Publicly Funded Immunization policy, as amended from time to time, the Immunization Fee shall be \$14.00, unless otherwise agreed upon by the Ministry and the Pharmacy Association of Saskatchewan. Vaccines included in this clause must first be approved by the Ministry in writing on an individual vaccine basis prior to pharmacists being eligible for payment of the Immunization Fee pursuant to this clause.

#### (x) Biosimilar Insulin Transition Fee (BITF)

A Service provider is entitled to a one-time \$18.00 Biosimilar insulin transition fee per drug as per the Saskatchewan Ministry of Health Drug Plan and Extended Benefits Branch Policy as outlined in the BIOSIMILAR INSULIN TRANSITION FEE Policy and Billing Procedure for Pharmacies bulletin #838, February 27, 2023.

(i) If the service provider provides a Schedule II Biosimilar insulin to replace a reference biologic insulin when a patient does not have a prescription for the biosimilar from a primary care or specialist prescriber: and

- (ii) Completes a patient assessment, biosimilar insulin selection, counselling, and notification using the medSask Administrative Pharmacist Assessment Record (A-PAR). Patient follow-up must also be completed (or attempted) in an appropriate timeframe after providing the biosimilar insulin and documented on the A-PAR form at that time.
- (iii) BIOSIMILAR INSULIN TRANSITION FEE Policy and Billing Procedure for Pharmacies lists out eligible DINs for which the fee will be paid and the procedure for claiming this fee

The need to transition to biosimilar insulins is expected to be time-limited based on the Saskatchewan Biosimilar Initiative transition periods. Therefore, the BITF is a time-limited fee and will be stopped at the discretion of the DPEBB. Notice of termination of the BITT will be given on 14 days' notice and will be provided via Pharmacy Bulletin.

## 1.3 Days Supply

- (a) Subject to Schedule "E" and "F," the Proprietor may only charge one (1) dispensing fee for a 34 day supply of prescription drugs, or portion thereof.
- (b) Subject to (c) and Schedule "F," if the drug dispensed is listed on Schedule "E" to this Agreement, the Proprietor may only charge:
  - (i) where the drug is on the "Two Month Drug List," one (1) dispensing fee for each two-month supply;
  - (ii) where the drug is on the "100 Day Drug List," one (1) dispensing fee for each 100-day supply.
- (c) A dispensing fee for a supply not less than 34 days may be charged where:
  - (i) an eligible Saskatchewan resident requests that the Schedule "E" drug be dispensed in quantities less than the Two Month or 100 Day List, as the case may be, or
  - (ii) the prescriber specifically directs the prescription for a shorter period.
- (d) Notwithstanding (a), if the drug dispensed is provided in a compliance package for an eligible client, as set out in the Medication Assessment and Compliance Packaging DPEBB Policy, as amended from time to time, then the Proprietor may charge one (1) dispensing fee for a supply not less than 28 days.

## 1.4 Deductibles and Co-payments

The Proprietor shall charge the eligible Saskatchewan resident in accordance with *The Prescription Drugs Regulations, 1993* (Saskatchewan) and as adjudicated in relation to that resident.