

# **Compounding Pharmacy Agreement Terms and Conditions**

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This agreement made effective as of the date indicated on the Terms and Conditions signature page.

**Between:**

**6303021 Manitoba Ltd. O/A  
CPM - The Compounding Pharmacy of Manitoba; License #33859  
27047 Oakwood Road,  
Oakbank, MANITOBA R5N 0A6**

- and -

**The Pharmacy indicated on the Terms and Conditions signature page.**

Whereas:

- The licensee of the Community/Hospital Pharmacy holds a Community/Hospital pharmacy licence;
- The licensee of CPM - The Compounding Pharmacy of Manitoba (CPM) holds a pharmacy licence;
- Pharmacists employed by the Community/Hospital Pharmacy dispense drugs to patients of the Community/Hospital Pharmacy and require the services of CPM to compound drugs so that the pharmacists at the Community/Hospital Pharmacy can dispense those drugs to patients of the Community/Hospital Pharmacy pursuant to a prescription;
- CPM is willing to compound drugs for the Community/Hospital Pharmacy;
- The Community/Hospital Pharmacy and CPM wish to enter into an agreement for the provision of compounding services by CPM

Therefore the Community/Hospital Pharmacy and CPM mutually covenant and agree as follows:

## **1. Definitions and interpretation**

1.1 In this Agreement:

*Agreement* includes the Schedules to the Agreement and any amendment made to this Agreement or the Schedules;

*College* means the College of Pharmacists of Manitoba;

*Community/Hospital pharmacy licence* means a pharmacy licence issued under Section 49 of the *Pharmaceutical Act*;

*dispense* means to provide a drug pursuant to a prescription;

*drug* means a substance or mixture of substances as prescribed in the Regulations under Section 74;

*narcotic* has the same meaning in this agreement as it has under the Narcotic Control Regulations,;

*pharmacist* means a person registered as a pharmacist under the *Pharmaceutical Act*;

*Pharmacy and Drug Act* means the *Pharmaceutical Act of the Province of Manitoba*;

*prescription* means a direction given by a medical practitioner, dentist, veterinary surgeon, midwife or registered nurse directing that a stated amount of a drug specified in the direction be dispensed for the person, animal, fish or fowl named in the direction;

*Registrar* means the Registrar of the College;

- 1.2 Any reference to a statute, regulation, bylaw, standard or other legislative instrument is a reference to that statute, regulation, bylaw, standard or other legislative instrument as amended or replaced from time to time.
- 1.3 The singular includes the plural and vice versa.

## **2. Services**

- 2.1 CPM shall provide compounding services in accordance with this agreement.
- 2.2 The services shall be provided under the direction of the licensee of CPM.
- 2.3 Where the services involve compounding a drug, the services shall be provided by:
  - (a) a pharmacist at CPM;
  - (b) a pharmacy technician practicing in accordance with the pharmacy technician's scope of practice under the direction of a pharmacist; or
  - (c) an individual employed by CPM with the consent of and under the direct supervision of a pharmacist practising at CPM.
- 2.4 Nothing in this agreement allows CPM to compound or repackage a drug for or on behalf of the Community/Hospital Pharmacy unless the Community/Hospital Pharmacy:
  - (a) holds a valid prescription for a patient for that drug; or
  - (b) has a reasonable expectation of receiving a valid prescription for a patient for that drug.

- 2.5 Nothing in this agreement allows CPM to sell or provide a narcotic to a pharmacist at the Community/Hospital Pharmacy except on a written order specifying that an amount of the narcotic is required for emergency purposes.

### **3. Fees and payment**

- 3.1 The Community/Hospital Pharmacy shall remit payment to CPM for all products and services provided pursuant to this agreement in accordance with the payment terms and options provided by CPM.

### **4. Term and renewal**

- 4.1 The term of this Agreement is to commence on date indicated on the Terms and Conditions signature page and is continual until terminated by one or all of the conditions under section 5 of this agreement.

### **5. Termination**

- 5.1 This Agreement is automatically terminated if:
- (a) the pharmacy licence held by the Community/Hospital Pharmacy expires, is suspended, is cancelled or is otherwise terminated;
  - (b) the pharmacy licence held by CPM expires, is suspended, is cancelled or is otherwise terminated.
- 5.2 The parties may terminate this Agreement at any time in writing.

### **6. Licenses**

- 6.1 Throughout the Term, CPM shall ensure that its operations are managed, controlled and supervised by a licensee who:
- (a) maintains a pharmacy licence for CPM, and
  - (b) complies with the requirements of and any conditions imposed on the pharmacy licence.
- 6.2 Throughout the Term, the Community/Hospital Pharmacy shall ensure that its operations are managed, controlled and supervised by a licensee who:
- (a) maintains a pharmacy licence for the Community/Hospital Pharmacy, and
  - (b) complies with the requirements of and any conditions imposed on the pharmacy licence.

## **7. Compliance with legislative requirements**

- 7.1 Each party warrants that it, its licensee, its proprietor, its employees and agents will comply with all legislative requirements applicable to the provision of the services under this Agreement or in any way relating to this Agreement.

## **8. Health Information Act**

- 8.1 CPM recognizes that in relation to the services it is an affiliate of the Community/Hospital Pharmacy for the purposes of the *Personal Health Information Act*.

## **9. Access to information about ingredients**

- 9.1 CPM shall provide the Community/Hospital Pharmacy with the following information about each drug that is compounded or repackaged under this Agreement:
- (a) a list of the ingredients,
  - (b) the strength of each ingredient, and
  - (c) the quantity of each ingredient.

## **10. Emergency contact**

- 10.1 Each party must ensure that an appropriate individual employed by the party is readily available to deal with any emergency in relation to the services or arising out of the services that places life or health at risk.

## **11. Transportation and storage**

- 11.1 In providing the services, CPM shall use appropriate methods of storing, packaging and transporting drugs to ensure the security and integrity of the drugs.
- 11.2 CPM must take appropriate steps required to ensure the security and confidentiality of any personal or health information accompanying drugs during storage and transport.

## **12. Dispensing**

- 12.1 CPM agrees and acknowledges that its pharmacists shall not dispense any drug compounded or repackaged as part of the services to any patient of the Community/Hospital Pharmacy.
- 12.2 CPM shall send any drug compounded or repackaged as part of the Services to the Community/Hospital Pharmacy for dispensing to the patients of the Community/Hospital Pharmacy by pharmacists at the Community/Hospital Pharmacy.

- 12.3 Pharmacists at the Community/Hospital Pharmacy are responsible for dispensing any drugs provided to the Community/Hospital Pharmacy under this Agreement to the patients of the Community/Hospital Pharmacy.
- 12.4 The Community/Hospital Pharmacy are responsible for any/all issues pertaining to coverage and/or eligibility of drug compounded or repackaged as part of the services to any patient of the Community/Hospital Pharmacy. CPM makes no reference, inference or otherwise as to the coverage and/or eligibility with respect to any third party or insurance of a drug compounded or repacked as part of the Services to the Community/Hospital Pharmacy. This includes, but is not limited to, any ingredient(s) or supplies utilized in the preparation of a drug compounded or repackaged.

### **13. Quality of work and product**

- 13.1 CPM shall use appropriate and accepted processes in carrying out all compounding activities included within their services.

### **14. Community/Hospital pharmacy's obligation**

- 14.1 In any request for services under this Agreement, the Community/Hospital Pharmacy, through its licensee, shall ensure that its pharmacists do not refer a prescription to CPM for the purposes of obtaining the services unless its pharmacists have taken reasonable steps to ensure that the prescription is:
- (a) valid; and
  - (b) current, accurate, complete and appropriate.
- 14.2 The Community/Hospital Pharmacy shall, through its licensee, ensure that its pharmacists dispense any drugs that are compounded by CPM under this Agreement to the Community/Hospital Pharmacy's patients in accordance with the Standards of Practice for Pharmacists.
- 14.3 Without limiting the generality of Article 14.2, the Community/Hospital Pharmacy shall, through its licensee, ensure that its pharmacists will be responsible for all patient interaction and are responsible to ensure the appropriateness of the drug therapy.

### **15. General**

- 15.1 This Agreement is subject to change at the discretion of CPM. CPM it not required to provide notification that any such change has been made. It is the responsibility of the Community/Hospital Pharmacy to review these terms and conditions from time to time to be aware of any change. Continued use of the service will indicate agreement to any change.
- 15.2 Any variation, alteration or waiver of any of the rights or obligations of the parties under this Agreement must be in writing and signed by the parties.
- 15.3 Neither party may assign this Agreement or any portion of it.

- 15.4 This Agreement shall be interpreted in accordance with and is governed by the laws of the province of Manitoba.
- 15.5 Each party warrants that the licensee of its pharmacy is authorized to sign this Agreement on its behalf. The agreement must be signed by either the pharmacy manager or the pharmacy owner.

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