

THIS AGREEMENT made this 7th day of June, 2017

BETWEEN:

**HER MAJESTY IN RIGHT OF THE PROVINCE OF MANITOBA,
REPRESENTED BY THE MINISTER OF HEALTH**

(hereinafter "Manitoba Health")

- and -

**PHARMACISTS MANITOBA INC.
(formerly Manitoba Society of Pharmacists)**

(hereinafter "Pharmacists Manitoba")

- and -

PARTICIPATING REGIONAL HEALTH AUTHORITIES IN MANITOBA

(hereinafter the "Regional Health Authorities")

WHEREAS pursuant to subsection 3(3) of *The Health Services Insurance Act* (C.C.S.M. c. H35) the Minister of Health may enter into contracts and agreements with any person or group of persons that the Minister of Health considers necessary for the purposes of *The Health Services Insurance Act*;

AND WHEREAS Pharmacists Manitoba is an organization whose purpose is to promote and advocate the economic and professional interests of its pharmacist members;

AND WHEREAS the parties to this Agreement wish to enter into this Agreement for the purposes of ensuring pharmacy services and medications are provided to residents in personal care homes operated within or by the Regional Health Authorities;

AND WHEREAS the parties to this Agreement have agreed to the compensation to be paid to Community Pharmacies for their provision of pharmacy services and medications to said residents;

NOW THEREFORE in consideration of the terms, conditions, and covenants hereinafter contained, the parties hereby agree as follows:

12/1
4-16-17
RJ

ARTICLE 1 – DURATION

1:01 This Agreement shall be effective from and including April 1, 2016 up to and including March 31, 2019. The provisions of this Agreement shall terminate on March 31, 2019 unless both parties agree otherwise in writing.

ARTICLE 2 – PURPOSE

2:01 The purpose of this Agreement is to provide for the compensation (i.e. capitation rates) payable by the Regional Health Authorities to Community Pharmacies that provide pharmacy services and medications to residents in personal care homes in Manitoba.

ARTICLE 3 – COMMUNITY PHARMACIES

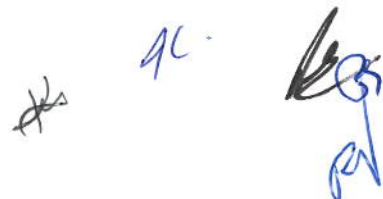
3:01 “Community Pharmacies” are defined as those private pharmacies (as distinct from in-facility pharmacies) that provide, on a contract for services basis, pharmacy services and medications to residents in personal care homes in Manitoba.

ARTICLE 4 – SERVICES

4:01 In exchange for the compensation payable pursuant to Article 6 of this Agreement, Community Pharmacies shall provide pharmacy services and medications in accordance with the standards set out in the Personal Care Home Standards Regulation (M.R. 30/2005) established under *The Health Services Insurance Act* to residents in the personal care homes covered by this Agreement.

ARTICLE 5 – FUNDING

5:01 Manitoba Health shall fund the Regional Health Authorities to pay Community Pharmacies for the provision of pharmacy services and medications to residents in personal care homes in accordance with Article 6 of this Agreement.

Handwritten initials and signatures in blue ink at the bottom right of the page. There are three distinct marks: a small scribble on the left, the letters 'AL' in the middle, and a larger, more complex signature on the right.

ARTICLE 6 – COMPENSATION – CAPITATION RATES

6:01 In exchange for the provision of pharmacy services and medications to residents in personal care homes, Manitoba Health shall require the applicable Regional Health Authority to pay the Community Pharmacy the following monthly per bed capitation rates:

(a) for services provided to personal care homes in Winnipeg:

<u>Effective Date</u>	<u>Winnipeg Capitation Rate</u>
April 1, 2016	\$47.80 per month

(b) for services provided to personal care homes in rural Manitoba (excluding Winnipeg):

<u>Effective Date</u>	<u>Rural Capitation Rate</u>
April 1, 2016	\$48.70 per month

ARTICLE 7 – REIMBURSEMENT FOR DRUGS DISPENSED TO RESIDENTS

7:01 Manitoba Health will reimburse the Community Pharmacies for the cost of drugs they dispense to residents in personal care homes. Said reimbursement will occur via electronic deposit in accordance with sub-articles 7:02 and 7:03 of this Agreement.

7:02 In the case of prescription drugs, the cost is defined as the cost for the lowest priced interchangeable product listed in the Interchangeability Formulary established by regulation under section 79 of *The Pharmaceutical Act* (C.C.S.M. c. P60), except where a lower price is otherwise negotiated by the Regional Health Authority.

7:03 Where eligible drugs are not listed in the Interchangeability Formulary, the cost is defined as the cost of the product purchased in a reasonable, cost effective manner from wholesalers or manufacturers that supply pharmaceuticals to pharmacists or holders of pharmacy licenses. Manitoba Health may consider adjustments to the cost when they are not reasonably available for purchase on this basis.

Handwritten initials: JPB, RL, and a signature.

ARTICLE 8 – DISPUTE RESOLUTION

8:01 If a dispute arises between the parties regarding the pharmacy services and medications that are, pursuant to Article 4, to be provided in exchange for the compensation set out in this Agreement, that cannot be resolved by the parties to this Agreement, it may be referred to a single arbitrator for resolution.

8:02 In making his/her determination regarding the matter, the arbitrator shall have the authority to interpret and apply the provisions of this Agreement, but shall not have the power to amend any terms of this Agreement.

ARTICLE 9 – ENTIRE AGREEMENT

9:01 This Agreement constitutes the entire agreement between the parties hereto in respect of the subject matter contained herein, and no other intentions or undertakings, whether express or implied, form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year above written.

**HER MAJESTY IN RIGHT OF
THE PROVINCE OF MANITOBA,
REPRESENTED BY THE
MINISTER OF HEALTH**

Per: 

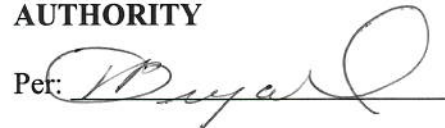
PHARMACISTS MANITOBA INC.

Per: 

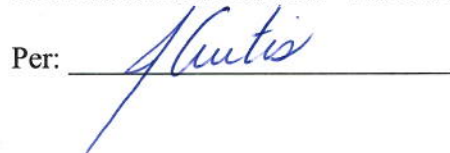
PRAIRIE MOUNTAIN HEALTH

Per: 

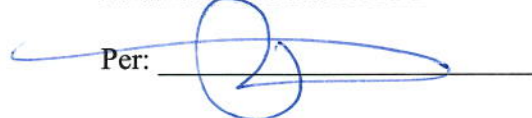
**NORTHERN REGIONAL HEALTH
AUTHORITY**

Per: 

SOUTHERN HEALTH – SANTÉ SUD

Per: 

**INTERLAKE EASTERN REGIONAL
HEALTH AUTHORITY**

Per: 

**WINNIPEG REGIONAL HEALTH
AUTHORITY**

Per: _____

A handwritten signature in black ink, appearing to be 'R. H.', is written over a horizontal line.