

**AGREEMENT ON THE PROGRAM RESPECTING THE PROVISION OF
THE MEDICATION NALOXONE AND CERTAIN SUPPLIES FREE OF
CHARGE**

BETWEEN

THE MINISTER OF HEALTH AND SOCIAL SERVICES, for and on behalf
of the Québec government,

hereinafter "the Minister"

AND

THE RÉGIE DE L'ASSURANCE MALADIE DU QUÉBEC, represented by
Paul Marceau, Acting President and Chief Executive Officer,

hereinafter the "Board"

WHEREAS under the terms of the first paragraph of section 2 of the *Act respecting the Régie de l'assurance maladie du Québec* (chapter R-5), the function of the Board is to administer and implement the programs of the health insurance plan instituted by the *Health Insurance Act* (chapter A-29) and any other program entrusted to it by law or by the Government;

WHEREAS under the terms of the fifteenth paragraph of section 3 of the *Health Insurance Act*, the Board also assumes the cost of the services and goods provided under the programs it administers by virtue of the first paragraph of section 2 of the *Act respecting the Régie de l'assurance maladie du Québec* according to the conditions and methods provided for under those programs;

WHEREAS under the terms of the first paragraph of section 2.1 of the *Act respecting the Régie de l'assurance maladie du Québec*, the Board recovers, from the department or body concerned, the cost of services and goods it assumes under a program entrusted to it by law or by the Government, to the extent provided for under that program;

WHEREAS under the terms of section 3 of the *Act respecting the Régie de l'assurance maladie du Québec*, the Board is a legal person and, as such, possesses all the powers needed to carry out its mission, including that of concluding agreements;

WHEREAS the Minister and the Board wish to conclude an agreement so that the Board be entrusted, subject to government approval, with administering the program respecting the provision of the medication naloxone and certain supplies free of charge;

CONSEQUENTLY, the parties agree to the following, from the date on which this Agreement comes into effect, subject to government approval:

1. INTERPRETATION

The preamble and the schedule are an integral part of this Agreement.

2. OBJECT OF THE AGREEMENT

The Board administers, under certain conditions, the program respecting the provision of the medication naloxone and certain supplies free of charge. The Minister reimburses the costs that the Board incurs for administering the program.

3. CONDITIONS FOR ADMINISTERING THE PROGRAM

The Board administers the program respecting the provision of the medication naloxone and certain supplies free of charge in accordance with the following criteria:

- 3.1 All persons wishing to benefit from the program must be insured persons within the meaning of paragraph (g.1) of the first paragraph of section 1 of the *Health Insurance Act* (chapter A-29), that is, persons who are residents or temporary residents of Québec and who are duly registered with the Board, and present to the pharmacist, as the case may be, their Health Insurance Card, claim slip (*carnet de réclamation*) or valid eligibility card.

However, provided that they comply with the provisions of the program and the special agreement between the Minister and the Association québécoise des pharmaciens propriétaires regarding the program respecting the provision of the medication naloxone and certain supplies free of charge, hereinafter called the "special agreement", pharmacists are entitled to remuneration from the Board for a service provided to a person, even if the latter has not presented his or her Health Insurance Card, claim slip (*carnet de réclamation*) or eligibility card, in the following cases and circumstances:

- (a) if, when receiving the insured services, the person's condition requires emergency care;
- (b) if the person is a minor 14 years of age or over and receives insured services to which he or she consents alone, in compliance with the provisions of the *Civil Code*;
- (c) is a homeless person;

- (d) if the person is a citizen of another Canadian province, of the Yukon Territory, Northwest Territories or Nunavut and presents a piece of identification, including a passport;
 - (e) if the person is a foreign national and presents a piece of identification, including a passport;
 - (f) if the person is a tourist, a visitor or passing through Québec en route to another province, territory or country and presents a piece of identification, including a passport.
- 3.2 The medication naloxone, and the supplies needed for it to be administered, can be obtained from a pharmacist, without any need to present a prescription.
- 3.3 The type, cost, format and quantity of the medication naloxone and the supplies needed for it to be administered, as addressed by this program, are those that appear in the list presented in Schedule A to this Agreement.
- 3.4 The Board assumes only the cost of the medication and supplies indicated in Schedule A according to the type, format and quantity of the medication and supplies provided. The Board also assumes only the cost of professional services at the rate and conditions provided for in the special agreement.
- 3.5 Pharmacists addressed by this Agreement may request or receive from the Board only the remuneration provided for in the special agreement for their services. They may not request any payment whatsoever from an eligible person.
- 3.6 Persons benefitting from this program are exempted from paying any contribution.
- 3.7 Services and goods obtained outside Québec are not covered by this program, with the exception of those provided by a pharmacist with whom the Board has concluded a special agreement for this purpose, where the pharmacy is situated in a region bordering Québec and if no pharmacy situated, in Québec, within a radius of 32 kilometres of that pharmacy provides services to the public.
- 3.8 The Board undertakes to provide the Minister with periodic reports on the costs incurred within the framework of this Agreement, according to the agreed upon terms and conditions. These reports will not contain any personal information.
- 3.9 The Board provides the Minister biannually, when available, with the following information concerning the persons who have benefitted from the program:
 - (a) the person's sex;
 - (b) the age range: by 5-year increments, from age 14 up to age 64, and the age range of 65 or over;

- (c) the social health region and the territory of the CLSC in which the person's place of residence is located;
- (d) the name, class, generic name, dosage form, dosage, quantity and the unit cost of the medication or supply provided by the pharmacist;
- (e) the date on which the service was rendered;
- (f) the cost of each pharmaceutical service including, as the case may be, the cost of the medication and supplies;
- (g) the social health region in which the pharmacy is located;
- (h) the pharmacy's postal code.

The information sent to the Minister does not contain personal information.

4. REIMBURSEMENT BY THE MINISTER

The Minister reimburses to the Board, according to the terms and conditions to be agreed upon, the costs incurred by it to pay for the medications and supplies provided to persons benefitting from the program under the terms of this Agreement as well as for program development and administration costs.

5. PROGRAM REVIEW

Three years after the program comes into effect, the Minister and the Board will review it.

6. AMENDMENT TO THE AGREEMENT

At the written request of the Minister or of the Board, the parties may, by mutual agreement, amend this Agreement in so far as the amendments respect the program's financial framework and direction. Any change made to the content of this Agreement is to be set out in a supplementary written agreement, signed by the Minister and the Board.

7. PUBLICATION OF THE PROGRAM AND ITS AMENDMENTS

Within thirty (30) days after the signing of this Agreement, or an agreement supplementary to it, by the parties, the Board will publish the program and any amendments on its website.

8. NOTICE

For any notice given under this Agreement to be valid and binding on the parties, it must be given in writing and sent to the managers of the following branches:

For the Minister:	For the Board:
Direction des affaires pharmaceutiques et du médicament Ministère de la Santé et des Services sociaux 1005 chemin Sainte-Foy, 1 ^{er} étage Québec (Québec) G1S 4N4	Direction générale de l'assurance médicaments Régie de l'assurance maladie du Québec 1125, Grande Allée Ouest Québec (Québec) G1S 1E7

The one party must notify the other of any changes with respect to the addressee.

9. COMING INTO EFFECT AND TERM OF THE AGREEMENT AND ITS RENEWAL

This Agreement comes into effect on November 10, 2017.

This Agreement is automatically renewed each fiscal year, which begins on April 1 and ends on March 31 of the following year. However, either party may terminate the agreement by giving the other party written notice to that effect at least three months prior to the end of the given fiscal year.

IN WITNESS WHEREOF, the parties have signed two copies.

At Québec,

At Québec,

on _____ 2017

on _____ 2017

GAÉTAN BARRETTE
Minister of Health and Social Services

PAUL MARCEAU
Acting President and Chief Executive Officer of the Régie de l'assurance maladie du Québec

SCHEDULE A

LIST OF MEDICATIONS AND SUPPLIES WHOSE COST IS ASSUMED
BY THE BOARD

Type of medication or supply	Format	Cost per format	Maximum daily quantity of formats per service
<i>Naloxone hydrochloride 0.4 mg/ml injectable solution</i>	1 ml	Cost in effect in the List of medications ¹ on the date the medication is dispensed	8 formats
<i>Syringe with disposable retractable needle</i>	3 cc	Cost in effect in the List of medications on the date the supply is dispensed	2 syringes per format of 0.4 mg/ml hydrochloride injectable solution

¹ See the List of medications of Schedule 1 to the *Regulation respecting the List of medications covered by the basic prescription drug insurance plan* (chapter A-29.01, r. 3).