We at UAPF United Association of Pharmacists Franchisees, believe that there is a great need to make sure that the trusted profession of pharmacy stays in control of the professionals in that profession. We are encouraged that OCP is addressing the update of the DPRA act, as sections need to be addressed in this time of a rapidly evolving profession.

We would like all those involved in this process to look at and review the following suggestions that we present for this act.

First off we would like to address Sec 142 Sub sec 2 idem 4 which refers to the pre 54 charter

**Idem**

(4) Subsection (2) does not apply to any corporation operating a pharmacy on the 14th day of May, 1954. R.S.O. 1990, c. H.4, s. 142 (4).

We feel that this piece of legislation was needed at the time, but its time has passed. There is a reason that pharmacies should have majority control of the professionals in the profession. We understand that we cannot just pull the current charters, but once the current location gets assigned new accreditation number that pre 54 charter would no longer be valid and the location would have to comply with the current rules of 51 percent pharmacists ownership.

Second is the need to keep in the provision against advertising pharmacy medications. We feel that the loosening of this regulation could adversely affect the care of patients.

Thirdly deals with the ability of the pharmacy to enter in contracts that could affect the choice of care that the patient would receive. There needs to be an extension of Part IX Sec 50 Line 25.

25. Entering into any agreement that restricts a person’s choice of a pharmacy without the written consent of that person.

This needs to extend to agreements with third parties also. Patients are being told that if they do not go to a particular pharmacy or chain that they will either not be eligible to submit their receipt for reimbursement to the third party or it will not be covered at all. This undermines the relationship between the patient and their health care provider (pharmacist). This undermines the patient’s right to select where and who gives them their care.

Also this needs to be expanded to cover the patients’ rights in reference to their personal information. At no point should a pharmacy enter into a contract that would have them share a person’s personal information to an outside third party, any pharmacists or pharmacy that enters into such an agreement would be in breach of proprietary misconduct.

UAPF

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