



## HEALTH PRODUCTS STEWARDSHIP ASSOCIATION COLLECTION LOCATION STANDARDS AGREEMENT

### 1. Introduction

This Collection Location standards agreement (“**Agreement**”) applies to the receiving, handling and storage of Pharmaceutical Waste and Sharps Waste generated by the Public in \_\_\_\_\_(Province).

This Agreement is entered into between (1) \_\_\_\_\_ (“**Collection Location**”) and (2) the Health Products Stewardship Association (“**HPSA**”) and is effective as of \_\_\_\_\_ (“**Effective Date**”).

### 2. Acronyms and Definitions

- **Approved Sharps Container:** A hard shell, colour-coded, plastic container that is leak and tamper resistant and is labelled with the universal biohazard symbol.
- **Collection Container:** A hard shell plastic container and lid with HPSA markings on the outside used to contain Pharmaceuticals returned by the Public.
- **Collection Location:** A secure area within the premises of each Retail Pharmacy.
- **Customer:** A patron of a Retail Pharmacy, which Pharmacy is registered with HPSA who returns Sharps and/or Pharmaceuticals for proper disposal.
- **Designated Person:** A Retail Pharmacy owner, licensed pharmacist or pharmacy employee authorized by the Retail Pharmacy Owner as being the individual responsible for this Agreement.
- **HPSA:** Health Products Stewardship Association
- **MRP:** Medication Return Program
- **SCP:** Sharps Collection Program
- **Medical waste over-packing:** Consists of a plastic liner in a medical waste cardboard box into which Sharps containers are placed for storage and proper disposal.
- **Pharmaceutical(s):** A drug within the meaning of section 2 of the Food and Drugs Act (Canada) and includes a natural health product within the meaning of the Natural Health Product Regulations made under that Act.
- **Pharmaceutical Waste:** Unused and expired medications generated by the Public.
- **Public:** Persons who lawfully obtain and possess pharmaceuticals and/or sharps for their own use or for the use of a household member.
- **Retail Pharmacy:** Any public-facing community pharmacy which is licensed by the provincial College of Pharmacists, that is accessible to the public with posted business hours and that has signed the certification set out in the Schedule to this Agreement.
- **Sharp(s):** A needle, safety engineered needle, lancet, or other instrument designed to puncture the skin for medical purposes and includes anything affixed to the sharp, including a syringe.
- **Sharps Waste:** Used Sharps generated by the Public.

### 3. Terms and Conditions

#### 3.1 General Conditions

- a) Sharps Waste and Pharmaceutical Waste generated by the Public shall be given to a pharmacist or pharmacy technician who is trained to determine if the waste is acceptable or not.
- b) Pharmaceutical Waste returned by the Public is acceptable.
- c) Sharps Waste returned by the Public in Approved Sharps Containers is acceptable.
- d) The Designated Person at the Retail Pharmacy agrees that Sharps and Pharmaceutical waste from the Public will be accepted regardless of whether the member of the Public is a Customer.



- e) The Retail Pharmacy will offer the HPSA programs free of charge to members of the Public (including distributing HPSA Sharps Containers).
- f) The Retail Pharmacy acting as a Collection Location shall operate in accordance with all applicable municipal, provincial and federal regulations.
- g) HPSA shall comply with, and shall operate the MRP and SCP in accordance with, all applicable municipal, provincial and federal regulations.

### 3.2 Public Education

- a) The Retail Pharmacy may, at the point of display or point of sale of a Pharmaceutical or Sharp product, prominently display education and awareness information about the SCP and the MRP as provided by HPSA. HPSA shall ensure that any such education and awareness information complies with all applicable municipal, provincial and federal regulations and shall not violate any third party interests (including but not limited to their intellectual property rights).
- b) The Retail Pharmacy may cause its trained pharmacists or pharmacy technicians to educate the Public at their discretion about proper disposal of Sharps and Pharmaceutical Waste.

### 3.3 Used Sharps – Collection by Pharmacy Staff

- a) The pharmacy shall only accept Sharps that are returned by the Public in an Approved Sharps Container designed to hold needles and other medical devices that contain a Sharp.
- b) Members of the Public attempting to return Sharps in a non-conforming container shall be provided with an HPSA Approved Sharps Container and instructed to transfer the Sharps from the non-conforming container to the HPSA container and then return it to the pharmacy.
- c) Pharmacy staff shall inspect each sharps container to ensure the lid is in a closed and locked position and shall deposit all sharps containers in medical waste over-packing provided by HPSA.

### 3.4 Used Sharps – Storage and Disposal

- a) Once the medical waste box is full, the liner must be securely tied off and the medical waste box closed and secured with the tape provided.
- b) The weight of each medical waste box should not exceed 23 kg.
- c) Sharps are to be stored at all times in a location at the Retail Pharmacy where access is controlled and restricted to trained pharmacy employees only.

### 3.5 Unused and Expired Pharmaceuticals – Collection by Pharmacy Staff

- a) All solid dosage pharmaceuticals should be deposited into the Collection Container and the Retail Pharmacy may cause its pharmacy employees to attempt to recycle as much of the primary and secondary packaging as possible.
- b) Liquid medications, gels and powders should be deposited directly into the Collection Container in the primary packaging. No free liquids or powder, as this may result in the entire container being rejected by the collection or disposal facility.

### 3.6 Unused and Expired Pharmaceuticals – Storage and Disposal

- a) The Collection Container lid must be securely closed when the Collection Container is full and ready for disposal. Applying firm pressure to the lid will cause it to close and seal to the pail. Zip ties are then used to lock it for storage and transportation.
- b) The weight of each Collection Container of Pharmaceutical Waste shall not exceed 23 kg.
- c) Narcotics and controlled drugs and substances returned by the Public should be managed according to the requirements of applicable Health Canada regulations and policy.

- d) Collection containers are to be stored at all times in the dispensary where access is controlled and restricted to trained pharmacy employees only.

### 3.7 Unacceptable Waste

The following wastes are not acceptable under the SCP or the MRP:

- a) Medical waste other than Sharps Waste.
- b) Pharmaceutical Waste generated by the business of the pharmacy (e.g.: short dated, expired, recalled, withdrawn Pharmaceuticals and expired seasonal medications from the dispensary).
- c) Pharmaceutical Waste from hospitals, methadone clinics, long term care facilities and nursing homes.
- d) Expired pharmaceutical samples from a dentist or doctor's office.
- e) Veterinary Pharmaceutical Waste from companion animals and agricultural operations.
- f) Mercury thermometers or any other items containing mercury.
- g) Aerosol containers (except used inhalers).
- h) Flu and immunization shots administered on site.

### 3.8 Training and Record Keeping

- a) Employees of the Retail Pharmacy that handle Pharmaceuticals and Sharps returned by the Public shall receive annual training on the terms and conditions of this Agreement including the proper collection, handling and storage of Sharps and Pharmaceutical Waste.
- b) The Retail Pharmacy shall keep one copy of the signed Agreement on file along with any other relevant documentation provided by HPSA and provide HPSA with a signed copy of page 3 of the Agreement.
- c) The Retail Pharmacy will inform HPSA in writing of any change in its operations that could affect its status as a Collection Location.
- d) The Collection Location shall keep any shipping document associated with the generation and transportation of Sharps and Pharmaceutical Waste on file for 2 years.
- e) The Collection Location will attempt to make any reasonable shipping documentation available on file with the Collection Location and not otherwise available to HPSA upon 30 day's advance written request.

### 3.9 Other

- a) The Collection Location may terminate this Agreement (in whole or for specified Retail Pharmacies) at any time by issuing HPSA with no less than 14 (fourteen) days' notice to that effect.
- b) HPSA shall indemnify the Collection Location and the Retail Pharmacies against all and any loss they may suffer as a result of their participation in the MPR/SCP, this Agreement and/or HPSA's breach, non-compliance or default of its obligations under this Agreement.
- c) HPSA may terminate this Agreement (in whole or for specified Retail Pharmacies) at any time by issuing the Collection Location with no less than 14 (fourteen) days' notice to that effect.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

## Health Products Stewardship

### Association

Signature: \_\_\_\_\_

Name:

Title:

I have the authority to bind the Corporation

Section below is for the designated person responsible to overlook the programs

### (Pharmacy/Collection Location)

Signature: \_\_\_\_\_

Name:

Title:

I have the authority to bind the Corporation

SCHEDULE 1

HPSA COLLECTION LOCATION STANDARDS AGREEMENT AND REGISTRATION

YOU CAN FIND AN ONLINE REGISTRATION FORM AT [WWW.HEALTHSTEWARD.CA](http://WWW.HEALTHSTEWARD.CA)

I UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND AGREE TO FOLLOW THEM IN AN EFFORT TO PROTECT RETAIL PHARMACY STAFF AND THE PUBLIC. I CERTIFY THAT TO MY KNOWLEDGE THE MATERIAL COLLECTED AT THE RETAIL PHARMACY IS COMPRISED OF ONLY POST-CONSUMER PUBLIC WASTE AS DEFINED IN SECTION 2 OF THIS AGREEMENT AND DOES NOT INCLUDE ANY HAZARDOUS WASTE OR OTHER WASTE MATERIAL.

<i>Name of Designated Person responsible for this Public waste program</i>	<i>Signature</i>
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Pharmacy Name: \_\_\_\_\_

Pharmacy Banner/Chain (e.g. Shoppers, Rexall, Independent): \_\_\_\_\_

College of Pharmacists PHARMACY Permit/Accreditation Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

Unit/PO Box/RR#: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE SIGN AND RETURN THIS PAGE BY FAX TO HEALTH PRODUCTS STEWARDSHIP ASSOCIATION AT  
**1-613-722-1626 / 1-855-228-2099**, OR EMAIL A COPY TO [admin@healthsteward.ca](mailto:admin@healthsteward.ca).  
 THE ORIGINAL COPY OF THE ENTIRE AGREEMENT MUST BE KEPT ON FILE AT THE  
 PHARMACY.