PROVINCE OF NOVA SCOTIA

IN THE MATTER OF: The Pharmacy Act, R.S.N.S. 2011, c 11 and Regulations made thereunder

and

IN THE MATTER OF: Ms. Anne Tufts, Pharmacist,

NOVA SCOTIA COLLEGE OF PHARMACISTS

DECISION OF THE HEARING COMMITTEE

The Hearing Committee met on January 13, 2020 to consider the proposed Settlement Agreement being recommended for acceptance by the Investigation Committee regarding Ms. Anne Tufts.

The Hearing Committee carefully reviewed all of the information from the Nova Scotia College of Pharmacists, the proposed Settlement Agreement and relevant precedents.

After deliberation, the Hearing Committee has decided to accept the recommendation of the Investigation Committee and hereby approves the Settlement Agreement between the Nova Scotia College of Pharmacists and Ms. Anne Tufts dated November 1, 2019.

The committee notes that this Settlement Agreement is separate and apart from the ongoing Fitness to Practice – Remedial Agreement.

The Hearing Committee attaches the approved Settlement Agreement to this Decision.

January 13, 2020

Harriet Davies, Chair

On behalf of Hearing Committee Members:
Ellen Purves
Edith Menzies
Harriet Davies
PROVINCE OF NOVA SCOTIA  
HALIFAX REGIONAL MUNICIPALITY  

IN THE MATTER OF: The Pharmacy Act, R.S.N.S. 2011, c.55 and Regulations made thereunder  

-and-  

IN THE MATTER OF: Ms. Anne Tufts, Pharmacist.  

SETTLEMENT AGREEMENT  

WHEREAS pursuant to the Pharmacy Act of Nova Scotia, allegations were set out in a Registrar’s complaint dated April 29, 2019, alleging that Ms. Tufts breached provisions of the Pharmacy Act and Regulations made thereunder, and conducted herself in a way in which a Hearing Committee properly constituted under the Pharmacy Act could conclude that her conduct amounted to professional misconduct,  

AND WHEREAS the Nova Scotia College of Pharmacists (“the College”) and Ms. Tufts believe that a Settlement Agreement is the proper method of disposing of this matter,  

AND WHEREAS the Nova Scotia College of Pharmacists and Ms. Tufts agree to the following statement of facts:  

1. THAT Ms. Tufts engaged in professional misconduct, as set out in the Pharmacy Act Section 2(at), by practising as a pharmacist while impaired, the particulars of which are:  

   i. You began practising as a staff pharmacist at Walmart, Chain Lake Drive, Halifax, Nova Scotia, in 2011.  
   ii. You have a substance abuse disorder. You have abused narcotics and have practiced while impaired.  
   iii. In 2019 the College received reports that your capacity to practice pharmacy from 2015 to 2019 had been impaired.  
   iv. Since September 2015, you took four leaves of absence from your position as staff pharmacist at Walmart, Chain Lake Drive, Halifax, Nova Scotia.
v. On June 24, 2017, while practising as a pharmacist at Walmart, Chain Lake Drive, Halifax, Nova Scotia, you called a colleague staff pharmacist in a disoriented state and reported that you were having a breakdown. The pharmacist replaced you in the pharmacy. The pharmacist reported that this was the second time they had felt the need to replace you due to concerns with your capacity.

vi. On another occasion in 2017 when you appeared impaired at work, you advised the pharmacy manager that dose adjustments of your medication were making you unwell. You also admitted to taking Gravol while at work that caused you to be impaired. You then took a leave of absence.

vii. On March 21, 2019, you were unable to recall any details of the prescriptions you dispensed, or phone calls, or notes that you undertook or created.

viii. On March 21, 2019, the pharmacy manager was called into the pharmacy by staff. You admitted to taking a drug that put you in a “fog”. You were told to leave the pharmacy and given five days off to adjust your medication.

ix. On April 1, 2019, staff reported to the pharmacy manager that you had been impaired during your three shifts following the five-day break. You showed signs of intoxication. The pharmacy manager contacted the NSCP to report concerns regarding your capacity to practice pharmacy.

x. In addition to the aforementioned events, the College has received reports from several staff of numerous other incidents where you exhibited behaviour consistent with being impaired while practising as a pharmacist.

xi. On April 2, 2019, you signed an agreement not to exercise the rights and privileges related to your licence to practice pharmacy.

xii. On April 9, 2019, you resigned from your staff pharmacy position at Walmart.

xiii. You have admitted that you consumed narcotics at work while you were practising as a pharmacist.

xiv. You have admitted that you have been suffering with substance use disorder for a number of years.

xv. You have admitted being impaired at work while practising as a pharmacist. The impairment occurred after you had abused narcotics.

xvi. These actions constitute a breach of the *Pharmacy Act* and its *Regulations* and the *Code of Ethics*.

2. **THAT** you engaged in professional misconduct, as set out in the *Pharmacy Act* Section 2(a), by removing narcotics for personal misuse that were awaiting destruction, including those that had been returned to the pharmacy by patients including:

i. In March 2019, for your own misuse, you removed a supply of Hydromorph Contin and hydromorphone that had been returned to the pharmacy by a patient for disposal.

ii. You obtained and consumed numerous other narcotics from the supply that had been returned by patients for disposal at the pharmacy where you practiced.

iii. These actions constitute a breach of the *Controlled Drug and Substances Act* (CDSA) and its *Regulations* and the *Code of Ethics*. 
Ms. Tufts specifically acknowledges and agrees to all of the facts stated above.

The Nova Scotia College of Pharmacists and Ms. Tufts hereby agree to the following disposition and settlement of this matter:

1. Ms. Tufts acknowledges and agrees that her conduct noted above amounts to professional misconduct and conduct unbecoming contrary to the Pharmacy Act and Regulations.

2. A letter of reprimand shall be placed on the file of Ms. Tufts.

3. The licence of Ms. Tufts to practise pharmacy in Nova Scotia shall be suspended for a period of 12 months. The period of suspension will run from April 2, 2019, to April 2, 2020. It is recognized by Ms. Tufts that this suspension is separate and apart from the ongoing assessment of her fitness to practise due to addiction related issues.

4. Ms. Tufts shall pay a fine of $2,500.00 to the NSCP within 3 months of the date of this Settlement Agreement.

5. Ms. Tufts shall pay a portion of the College’s costs for this matter, fixed at the amount of $2,500.00 to be paid in equal amounts monthly of $138.89 over an eighteen-month period from the date of this Settlement Agreement.

6. Ms. Tufts hereby consents and agrees to notify the College of every pharmacy where she practises, while she holds an active licence with the College.

7. Ms. Tufts hereby consents and agrees that notice of this settlement agreement shall be provided to her future employers and pharmacy managers while she holds an active licence with the College.

8. Ms. Tufts hereby consents and agrees that the College may communicate with her future employers and pharmacy managers regarding any matters relating to this settlement agreement while she holds an active licence with the College.

9. While Ms. Tufts hold an active licence with the College, she shall notify the College’s Registrar of the name of her Primary Care Providers, including medical, dentistry, nurse practitioner, and pharmacy. Ms. Tufts irrevocably consents and directs that these Primary Care Providers may communicate with the College regarding any issues related to her fitness to practise and any issues relating to substance abuse or addiction related issues while she holds an active licence with the College.

10. Ms. Tufts hereby consents to only receiving prescription drugs for narcotics if they are prescribed by an authorized prescriber and are required for an emergency situation. For clarity, an emergency situation would be of the nature of a serious car accident or life-threatening event.
11. Within 5 days of Ms. Tufts receiving any authorized prescriptions for narcotics consistent with Article 10, Ms. Tufts shall notify the NSCP of any narcotics prescribed to her. It is expressly agreed that the notification requirement set out in item 11 shall continue for as long as Ms. Tufts has a licence to practise pharmacy in Nova Scotia.

12. Other than as authorized by Article 10, it is expressly agreed by Ms. Tufts that she shall abstain from and not use any narcotics in any manner whatsoever.

13. There shall be publication with name, of the facts and details of the Settlement Agreement in accordance with the Registration, Licensing and Professional Accountability Regulations, Section 71.

14. It is recognized by Ms. Tufts that this Settlement Agreement is separate and apart from any agreements or conditions pertaining to her fitness to practice required by the Fitness to Practice Committee.

15. If Ms. Tufts is determined to be fit for practice and returns to practise as a pharmacist licensed to practise in Nova Scotia, the following additional conditions shall be placed on Ms. Tufts’ licence:

   a. Ms. Tufts shall not hold the position of pharmacy manager at any pharmacy.

   b. Ms. Tufts shall not work alone in the dispensary of a pharmacy for a period of five years from the effective date of her resumption of practice as a licensed pharmacist.

The Investigation Committee of the Nova Scotia College of Pharmacists and Ms. Anne Tufts agree that this Settlement Agreement shall be put to a Hearing Committee of the Nova Scotia College of Pharmacists for its review.

DATED at Halifax, Nova Scotia, this 15th day of November, 2019.

Beverley Zwicker, Registrar, NSCP

Anne Tufts

Bryan Davis, Chair, Investigation Committee