
Pharmacist

Report on Opinion - Case 97HDC6541

Complaint

The Commissioner received a complaint about the service the complainant's wife and he received from the provider, a pharmacist. The complainant said his wife was admitted to hospital, then discharged in early June 1997 and given a prescription for sixty tablets of Famotidine. They went to the local pharmacy.

The complainant says that the receipt on the packet said that sixty tablets had been dispensed at \$106.00 basic charge. He thinks the subsidy said \$48.00. The final value of the receipt was \$63.75. The tablets only cost him \$15.00.

When the complainant asked for an explanation, the provider pharmacist said, "Don't you recognise a good deal when you get one?"

As they were leaving the shop, the consumer noticed that she had only been given fifty tablets instead of sixty tablets as stated on the packet. The provider refused to top up the tablets to sixty. The shortage of tablets could be picked up the following week.

The complainant says the provider got upset at being questioned again about the receipt for \$63.00. The provider took everything back, refunded the \$15.00 and refused to return the consumer's prescription.

The provider said that he had discharged his obligation in dispensing the prescription and could not reverse it.

The complainant says that the whole thing seemed strange, "just quite irregular." He felt uncomfortable. The complainant phoned the surgeon who said it was more important that the consumer get her medication and that he would write another prescription if they went back to hospital.

At another pharmacy, the complainant received the same product for \$15.00 and the receipt was correct.

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Report on Opinion - Case 97HDC6541, continued

Investigation The complaint was received by the Commissioner on 9 June 1997 and an investigation undertaken.

Information was obtained from:

The Complainant/Consumer's husband
The Provider/ Pharmacist
A Pharmacy Customer
A representative, Pharmaceutical Society
Two representatives, Health Benefits Limited

Details of Investigation The consumer and her husband went to the pharmacy where the provider works one day in early June 1997 and handed in a prescription for 60 tablets of Famotidine. When the medication had been dispensed, the complainant noticed the receipt on the packet showed \$63.75, more than he expected to pay, and he said that he would get more money.

The provider advised the complainant that the charge was only \$15.00. When the complainant questioned this, the provider responded, "Don't you know a good deal when you get one?"

The complainant questioned this response and the provider explained that in order for drug companies to supply imported medication at a cost that is competitive with generic drug suppliers, special supply packages are arranged with the pharmacies. In the case of Famotidine, two additional packs are supplied for every three packs purchased. This allows pharmacies to dispense Famotidine at a cost of \$15.00 to the consumer. Without the free packs, the actual cost to the consumer would be \$63.65.

The complainant was not happy with this explanation and the pharmacist altered the receipt to show the amount he actually paid.

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**Details of
Investigation,
*continued***

The provider's computer system was not able to print a receipt which showed a consumer payment of \$15.00, without also showing a cost of the medication and its subsidy. As a result, by printing the second receipt with the payment of \$15.00, it was necessary to show an incorrect total cost for Famotidine of \$57.07. The subsidy was still \$42.09 and the amount the complainant paid was \$15.00.

The complainant disputed the second receipt because it showed two different costs and he suggested that the provider was cheating.

As the consumer and her husband were leaving the pharmacy, the consumer noticed she had only been given fifty tablets instead of sixty as was stated on the packet.

The provider had noted on the label that he owed the consumer another ten tablets. The provider had omitted to explain that fact to the complainant prior to dispensing the medication nor had he explained at the time he dispensed the medication. The provider advised that this was mainly because of the protracted discussion he had with the complainant over the prices on the receipts. The provider then explained he would not be able to get any more tablets until the following week, as the drug wholesalers were closed.

At about this time, a customer at the pharmacy intervened. She excused herself to the complainant for "butting in" and remonstrated with the complainant for calling the provider a cheat.

The customer says that the complainant was being extremely rude to the provider and was stamping his feet. The shop was filling up with more people who kept looking at the complainant.

The complainant handed back the tablets and requested a refund of the \$15.00 and the return of the consumer's prescription. The provider advised the complainant that as he had already dispensed the consumer's prescription, he was not going to return the prescription.

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**Details of
Investigation,
*continued***

The provider advised the Commissioner that he did not return the prescription because he had carried out his obligation in dispensing the medication and now needed the prescription form in order to claim his own payment.

It is disappointing that it took the provider some seven months to respond to the investigation, despite several reminders. This hampered the ability of the Commissioner to consider and conclude this matter within an appropriate time.

**Code of
Health and
Disability
Services
Consumers'
Rights**

RIGHT 4

Right to Services of an Appropriate Standard

- 2) *Every consumer has the right to have services provided that comply with legal, professional, ethical, and other relevant standards.*

RIGHT 6

Right to be Fully Informed

- 1) *Every consumer has the right to the information that a reasonable consumer, in that consumer's circumstances, would expect to receive, including -*
- a) *An explanation of his or her condition; and*
 - b) *An explanation of the options available, including an assessment of the expected risks, side effects, benefits, and costs of each option; and*
 - c) *Advice of the estimated time within which the services will be provided; and*
 - d) *Notification of any proposed participation in teaching or research, including whether the research requires and has received ethical approval; and*
 - e) *Any other information required by legal, professional, ethical, and other relevant standards; and*
 - f) *The results of tests; and*
 - g) *The results of procedures*
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Report on Opinion - Case 97HDC6541, continued

Opinion: In my opinion the provider breached Right 4(2) and Right 6(1) of the
Breach Code of Health and Disability Services Consumers' Rights as follows:

Right 4(2)

Return of Prescription

In forming my opinion I considered whether there was an established standard on which to judge the actions of the provider and I also sought legislative guidance on when a medicine is considered "dispensed". I also endeavoured to identify specific requirements for prescriptions to be returned in situations such as this. In the absence of any such standards or guidance, I decided the relevant standard was one which any reasonable consumer would expect.

The provider had dispensed medication and felt entitled to claim for its dispensing. In order to make such claim he was required to produce the prescription for Health Benefits Ltd. In my opinion it was inappropriate for the provider not to return the prescription to the complainant. Firstly the provider's claim to Health Benefits Ltd assumes that he not only incurred dispensing costs but his claim for reimbursement of the medicine cost itself. Secondly the medicine had not in fact been dispensed and was therefore either disposed of or re-used which would have either caused a stock imbalance or resulted in a further claim to Health Benefits Ltd. Last but not least the consumer and her husband were required to re-visit the hospital and obtain another prescription. This resulted in additional costs to the health sector as well as inconvenience to the consumer and her husband.

Payment for Medication

In regard to the charges for medication, the provider is able to enter into an arrangement with drug companies regarding supply of medication and supply at a reduced cost to the consumer. The subsidy which the provider was able to claim from Health Benefits Ltd was correctly noted on the receipt. However, the total receipt was incorrect and the complainant had the right to expect the professional standard would include correct issuing of receipts to customers. In my opinion issuing a receipt which shows an incorrect value does not meet appropriate professional standards. It was not surprising that the complainant could not understand the transaction and believed that improper charges were being made for the medication.

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Report on Opinion - Case 97HDC6541, continued

**Opinion:
Breach,
*continued***

Right 6(1)

In my opinion, the provider has breached Right 6(1) of the Code of Health and Disability Services Consumers' Rights as follows:

The complainant presented the prescription to the provider on behalf of the consumer. At the time of its presentation, the provider did not inform the complainant that he did not have sufficient Famotidine tablets to fill the prescription. Right 6(1) contains a non-exhaustive list of information which a consumer may expect to be given. In the circumstances it was reasonable for the complainant to receive this information in order to decide whether he wished to proceed in the knowledge that other arrangements would need to be made to complete the dispensing of the medication, or whether he wished to have the prescription filled elsewhere.

While the provider did note on the prescription label that there were ten tablets still owing, the consumer should have been provided with this information before the provider commenced to dispense the medication. The provider's failure to provide this information either before the dispensing, or at the time of the dispensing of the prescription was a breach of Right 6(1).

Actions

I recommend that the provider:

- Apologises in writing to the consumer and her husband for breaching the Code. The apology should be sent to the Commissioner who will forward it to the consumer and a copy will be retained on the file.
- Reimburses the consumer and her husband \$25.00 towards the time and costs involved in obtaining another prescription. The cheque is to be sent to the Commissioner who will forward it on to the consumer.
- Alters his receipt process to accurately and clearly reflect the gross average cost, the subsidy and net cost to the consumer.
- Reads the Code of Health and Disability Services Consumers' Rights and confirms to the Commissioner that he has understood his obligations under the Code.

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Actions,
continued

A copy of this opinion with identifying information removed will be sent to the Pharmaceutical Society who will be requested to publish the opinion in a future publication.
