

ANONYMOUS EMPLOYEE v PFIZER

Hospital call rates

A Pfizer representative complained anonymously that he/she had been asked to call on target doctors eight times each per year. The complainant knew that this was not in line with the Code and yet if he/she did not carry out these calls he/she risked their job. All hospital representatives were given this call rate and had questioned it many times but nothing had changed.

The Panel noted that the supplementary information to the Code stated, *inter alia*, that the number of calls made on a doctor or other prescriber by a representative each year should not normally exceed three on average. This did not include attendance at group meetings and the like, a visit requested by the doctor or other prescriber or a visit to follow up a report of an adverse reaction, all of which could be additional to the three visits allowed. The Code referred to representatives ensuring that the frequency, timing and duration of calls and the manner in which they were made did not cause inconvenience.

According to the documentation representatives were expected to see senior targets 6.5 times in face-to-face meetings during the period December 2005-November 2006. With regard to coverage and frequency, representatives had to 'maintain a robust list of ... target doctors and maintain a call rate of 8'.

The Business Planning Guidance 2006 Anti-Infectives identified various customer groups and stated that the coverage was 90% and the frequency 8. A footnote stated that the frequency was to be planned by the representative and agreed with the manager. Not all the customer groups listed were prescribers.

The Panel noted Pfizer's submission that 'call rate' meant 'contact rate'. This was not clear from the enclosures provided by Pfizer. This wording would be altered. In the Panel's view call rate meant a proactive call from a representative on a health professional and would not be interpreted to mean a call responding to a request or an encounter at a meeting or in a corridor.

The documents neither gave any details about the requirements of the Code nor referred the reader to the Code. However, regardless of any reference to the Code and its requirements, the Panel considered that in setting the activity targets so high in relation to call rates, the documents advocated a course of action which would be likely to lead to a breach of the Code. This would be a consequence of following the documentation. Thus the Panel ruled a breach. The Panel did not consider that the circumstances amounted to a failure to maintain high standards and ruled accordingly. The Panel did not consider that the circumstances warranted a ruling of a breach of Clause 2 of the Code which was reserved as a sign of particular censure.

A representative for Pfizer Limited complained anonymously about hospital call rates.

COMPLAINT

The complainant alleged that he/she was asked by the company to call on target doctors eight times each per year. The complainant knew that this was not in line with the Code and yet if he/she did not carry out these calls he/she risked their job. All hospital representatives were given this call rate and had questioned it many times but nothing had changed.

When writing to Pfizer the Authority asked it to respond in relation to Clauses 2, 9.1 and 15.4 of the Code.

RESPONSE

Pfizer noted that Clause 15.4 was intended to protect health professionals etc from being inconvenienced by sales representatives. Pfizer did not believe that the objectives which it set its hospital sales representatives (HSRs) caused health professionals inconvenience.

Pfizer was not aware of having ever received a complaint from a health professional about the frequency of contacts made by HSRs.

Pfizer submitted that all of its representatives (including HSRs) were well trained in the Code and knew that they must comply with it. They were also absolutely clear about the consequences of a complaint. If a health professional were to complain that an HSR's contacts were too frequent, this matter would be urgently discussed between the HSR and their manager and the contact rate amended accordingly. The wishes of individuals on whom HSRs wished to call would therefore be observed.

Pfizer submitted that HSRs were not required to hold 8 formal one-to-one meetings. The reference to 'call rate' in the complaint (and in Pfizer's materials) might be misinterpreted. 'Call rate' in practice actually meant contact rate. Thus Pfizer referred to 'contact(s)' instead of 'call rate(s)' in its submission to aid interpretation. The company would change the terminology it used in its materials in order to avoid misinterpretation in the future.

Although Pfizer required some of its HSRs to make 8 contacts each year with health professionals this did not mean that they had to make 8 formal one-to-one contacts each year. (A formal one-to-one contact was a detailed discussion, usually resulting from an agreed appointment and lasting more than a few minutes). Indeed, Pfizer concurred that to require an HSR to make 8 formal one-to-one contacts might well cause a health professional inconvenience.

Pfizer interpreted the term 'contact' very broadly and

almost any form of meaningful professional contact would count towards an HSR's objectives. It was usually the case that of the 8 contacts required each year, only a small proportion would be in the form of a formal one-to-one meeting; the remainder were usually less formal. For instance, if a health professional was at a departmental meeting at which an HSR was present, that would count as one contact, as would also be the case if both were present at a postgraduate or society meeting etc.

Pfizer submitted that, more often than not, a good proportion of an HSR's contacts would be reactive, as opposed to proactive, because of the close relationship which was built up over time between HSRs and health professionals. Reactive contacts also counted towards an HSR's objectives. Such contacts might include a brief follow-up on a previous meeting in order to deliver a clinical paper, or other information that the health professional had requested, or a relatively brief exchange in a corridor if the HSR and health professional passed each other and had any relevant discussion. Therefore, because of the broad interpretation of what counted as a contact, Pfizer did not think that any inconvenience was caused to health professionals and for that reason there was no breach of Clause 15.4.

Pfizer acknowledged that the supplementary information to Clause 15.4 stated that 'The number of calls made on a doctor or other prescriber by a representative each year should not *normally* exceed three *on average*' (emphasis added). However, for the reasons set out above (namely that of 'contact' was interpreted broadly and consisted of both proactive and reactive contacts in a whole host of settings), Pfizer did not believe that an HSR's objectives contravened the spirit of the Code. The key point in this clause was that inconvenience was not caused to the health professional. There was no evidence of any inconvenience being caused to a health professional and for that reason Pfizer did not consider it had breached Clause 15.4.

Pfizer submitted that as it had not breached Clause 15.4 of the Code there could not have been a breach of Clauses 2 and 9.1. The contact rate objective for HSRs did not bring discredit upon or reduce confidence in the pharmaceutical industry. In addition, Pfizer submitted that it had maintained high standards at all times because it had mechanisms in place to ensure that health professionals were not inconvenienced and that their wishes were observed.

Pfizer provided the following documents:

1 Performance Plan 2006: This was the formalised list of HSR objectives for the year and put the objective described above in the context of all the other objectives that a manager had agreed with the HSR.

2 Productivity Document: This set out the expectations and measures which would be used to assess performance. These were reviewed quarterly. By way of explanation, the 'Activity' boxes listed the number of daily calls with all customers. The 'target coverage' at the bottom of the page covered the point under consideration, namely the rate at which HSRs were expected to make some form of contact with targeted health professionals in a year.

Pfizer submitted that in addition, it could be seen from the material that the contact rate area of activity was covered under the title 'customer focus'. Customers' wishes must therefore be observed if this objective was to be met. (Again, this highlighted Pfizer's compliance with Clause 15.4).

3 Business Planning Guidance 2006-Anti-Infectives: This document gave guidance on, *inter alia*, how objectives were set. It gave background to each individual set of objectives.

Pfizer submitted that all contact rate targets were agreed jointly between HSRs and their manager. A variety of factors were taken into consideration when agreeing the activity levels which Pfizer expected from its HSRs. Broadly these were: geography and size of a territory, local benchmarking data for other pharmaceutical companies, together with other internal factors such as the number of days an HSR had available for making contact with health professionals which must be balanced with other duties such as training or coaching of new HSRs.

Pfizer submitted that an HSR's contact rate was measured by electronic records of contacts with customers along with a description of the nature of the contact, the time and venue, the information exchanged, the materials used, any particular outcomes and any specific plans for further contact. The records were used in the regular review meetings which an HSR had with their manager.

Pfizer submitted that an HSR could not lose their job solely over contact rates. The contact rates on targeted customers formed only one part of this one objective, which, accounted for 30% of an HSR's total objectives for a whole year. Failure to achieve on a single part of one objective or indeed on a whole objective would not ordinarily constitute grounds for dismissal.

Pfizer submitted that an HSR, just like any other employee of Pfizer, agreed their objectives with their manager at the beginning of the performance planning period and had the right to challenge targets which they considered might be impossible to meet. There were four performance reviews each year at which concerns could be raised at any time in a formal setting. Concerns could also be raised informally at any time by an HSR with their manager. In addition, a concern could also be escalated at any time to senior management through Pfizer's open door policy.

The Business Planning Guidance 2006 – Anti-Infectives document referred to above reflected the point that this objective was one which was to be agreed between an HSR and their manager as it stated the 'frequency [of contact was] to be planned by sales person and agreed with [district sales manager] DSM'.

No Pfizer employee was expected to accept accountability for objectives with which they disagreed or which they believed they would not be able to achieve. Indeed, not all HSRs would have identical contact rate objectives. Experience and geographical considerations, for instance, were considered as outlined above. Again an HSR would have the opportunity, just like any other Pfizer

employee, to challenge the achievability of their objectives.

In conclusion Pfizer did not believe that the contact rate set for HSRs breached Clauses 2, 9.1 or 15.4 of the Code. Pfizer submitted that the objectives set for its HSRs were within the spirit of the Code, particularly because the term 'contact' was interpreted very widely (as set out above and it was not aware of receiving any complaints from hospital health professionals that the frequency of an HSR's contacts had caused them any inconvenience. No *prima facie* case had therefore been established.

PANEL RULING

The Panel noted that the supplementary information to Clause 15.4 stated, *inter alia*, that the number of calls made on a doctor or other prescriber by a representative each year should not normally exceed three on average. This did not include attendance at group meetings and the like, a visit requested by the doctor or other prescriber or a visit to follow up report of an adverse reaction, all of which could be additional to the three visits allowed. Clause 15.4 of the Code referred to representatives ensuring that the frequency, timing and duration of calls and the manner in which they were made did not cause inconvenience.

The Panel noted that according to the documentation HSRs were expected to see senior targets 6.5 times in face to face meetings during the period December 2005-November 2006. The 'overachieved' level was 7.5 face to face meetings. With regard to coverage and frequency, representatives were instructed to 'maintain a robust list of ... target doctors and maintain a call rate of 8'. Reference was made to 'Exceeded = Coverage of 95% targets x 8+'.

The Business Planning Guidance 2006 Anti-Infectives

identified various customer groups and stated that the coverage was 90% and the frequency 8. A footnote stated that the frequency was to be planned by the representative and agreed with the DSM. Not all the customer groups listed were prescribers. The supplementary information to Clause 15.4 of the Code referred to calls on prescribers.

The Panel noted Pfizer's submission that 'call rate' meant 'contact rate'. This was not clear from the enclosures provided by Pfizer. This wording would be altered. In the Panel's view call rate meant a proactive call from a representative on a health professional and would not be interpreted to mean a call responding to a request or an encounter at a meeting or in a corridor.

The Panel noted Pfizer's submission that its representatives were well trained on the Code but nonetheless considered that the documents needed to stand alone.

The Panel noted that the documents did not give any details about the requirements of the Code nor was the reader referred to the Code. However, regardless of any reference to the Code and its requirements, the Panel considered that in setting the activity targets so high in relation to call rates, the documents advocated a course of action which would be likely to lead to a breach of the Code. This would be a consequence of following the documentation. Thus the Panel ruled a breach of Clause 15.4. The Panel did not consider that the circumstances justified a ruling of a breach of Clause 9.1 of the Code. The Panel did not consider that the circumstances warranted a ruling of a breach of Clause 2 of the Code which was reserved as a sign of particular censure.

Complaint received 2 August 2006

Case completed 6 November 2006