CASE AUTH/2175/10/08

ANONYMOUS GENERAL PRACTITIONER v PROSTRAKAN

Osteoporosis audit service

An anonymous, non-contactable, general practitioner complained about an osteoporosis audit service offered by ProStrakan. ProStrakan marketed Adcal-D_3, a calcium and vitamin D_3 supplement.

The complainant explained that the audit service was offered as an Osteoporosis Project to enable better care of patients with osteoporosis. His practice had used these types of services in the past, they had always focussed on patient care, whole disease areas and not on prioritising the prescribing of one particular product. In this instance however he found himself in a very uncomfortable position with an expectation that he would prescribe only one product at the end – ProStrakan's.

The representative from ProStrakan first highlighted the service to him and suggested that it was approved by the local primary care trust (PCT) although the complainant was unable to verify this. The service was being delivered by an independent company – which, it was claimed, would complete the service in the practice without any undue interference from ProStrakan. The complainant signed the contract which stated that 'The service is not linked to the use of any particular product'. The protocol and guidelines referenced were nationally recognised criteria and all seemed very professional.

A pharmacist then completed a number of audits on the practice database to identify at-risk cohorts of patients. The complainant then had a discussion with the pharmacist which had prompted this complaint. After the conversation with the pharmacist the complainant was left with the following suggestions which made him feel uncomfortable:

1. **Although the audits claimed to identify at-risk osteoporosis patients, they only looked to identify patients for Adcal-D_3. When the complainant asked if they could also consider bisphosphonates he was told that the company was not willing to fund an area where it did not have products.**
2. **The pharmacist indicated that the expectation was that Adcal-D_3 would be prescribed and not any alternative product – as the review was being sponsored by ProStrakan.**
3. **The complainant was informed that patient records had already been updated with the recommendations according to the protocol previously agreed with the ProStrakan representative. The complainant was told that he had to ensure that he signed to 'make it official'.**
4. **The complainant felt very uncomfortable but compelled to agree with the pharmacist as changes to patient records had already taken place – and the changes recommended did not compromise patient care.**
5. **The only changes suggested were the addition of Adcal-D_3 – in all patients.**
6. **When the complainant requested that the additional prescription medicine should be explained to patients personally by the pharmacist in either clinics or by telephone, he was told that there was not enough funding to spend the additional time and that the practice had to send letters to patients and handle patient queries. The template letter provided did not refer to the service provider or to ProStrakan's support of the service.**

This experience had severely dented the complainant's confidence in working with the pharmaceutical industry on these types of services, even with previously positive experiences. The explanation from ProStrakan regarding the service was clearly a very different brief to that given to the pharmacist who carried out the service.

The complainant hoped that the Authority would be able to investigate and reassure health professionals working with pharmaceutical industry partners that services were based solely on improving patient care and not, as the complainant felt in this instance, to purely increase the prescription of a specific medicine.

The detailed responses from ProStrakan are given below.

The Panel noted that as the complainant was anonymous and non-contactable it was not possible for ProStrakan to respond in detail to the specific points raised about the audit.

The Panel considered that much would depend on the practice which had control of the process. The protocol required signatures before any audit could start. The practice could decide what action to take. It was vital that the pharmacists conducting the audit on behalf of ProStrakan followed the protocol as well as complying with their professional code. There was no evidence that they had not done so.

The Panel did not consider that the service was an osteoporosis audit service as stated by the complainant and some of the documentation. For example the document describing the service to prescribers was entitled 'Calcium and Vitamin D Supplementation Clinical Review Protocol'. The practice authorization form referred to a 'calcium

and vitamin D_3 Deficiency Clinical Review'. It was confusing as the representatives' briefing note referred to an 'Osteoporosis Review' and a chart summarising the operation of the service was headed 'Osteoporosis Therapy Review Service'. The Pharmacist Briefing Document also referred to the service as an 'Osteoporosis Therapy Review Service'. The Panel was concerned that the documentation misnamed the service. It was likely that the representative had referred to an osteoporosis review service and this had contributed to the confusion.

The Panel noted that the protocol listed calcium and vitamin D_3 supplements in alphabetical order and gave details of their formulation and strength. Doctors were to indicate their preferred product and to decide whether an initial prescription should be raised and sent to patients. The first two products identified were Adcal-D_3 and Adcal-D_3 Dissolve respectively. The Panel noted that the formulation column listed 'Chewable Tab Lemon Tutti Frutti' for Adcal-D_3. The only details for all the other products, including Adcal-D_3 Dissolve, were 'Effervescent Tab', 'Chewable Tab' or 'Sachet' as appropriate. The Panel noted ProStrakan's submission that the two flavours of Adcal-D_3 chewable tablets had been listed because such information was part of the registered name. Conversely, all of the other products were only available in one flavour and so no flavour was stated for these. This however, was not clear to the reader. Further, the Panel considered that ProStrakan's submission about the flavours of Adcal-D_3 and the registered product names was misleading. From the summaries of product characteristics (SPCs) provided by ProStrakan, the tutti-frutti tablets were called 'Adcal-D_3 Chewable tablets' and the lemon flavoured tablets were called 'Adcal-D_3 Lemon Chewable tablets'.

The Panel noted that if there was evidence to show that the pharmacist had indicated that the expectation was that Adcal-D_3 would be prescribed then this would have been unacceptable. Similarly it would be unacceptable if the only changes suggested were the addition of Adcal-D_3 in all patients. The protocol set out what had been agreed by the parties. The complainant had not demonstrated on a balance of probabilities that either of these options were so.

The protocol required the GP to authorize the pharmacist to complete the practice computer repeat medication changes requested. The template letters stated 'Provided as a service to medicine by ProStrakan Ltd' at the end. The Panel considered it was not entirely clear from this wording what ProStrakan provided as a service to medicine.

The template letters included the instruction 'To be typed on Practice letterhead'. The Panel was concerned that the declaration of sponsorship, which appeared on the templates as a footer, below the item code number and the date of preparation, would not be transcribed onto the final letter. There was no instruction as to the need to include this statement. In the Panel's view there was a strong possibility that letters had been sent without the declaration of sponsorship. However, in the absence of any evidence that this had happened, the Panel was obliged to rule no breach of the Code in this regard. Nonetheless, the Panel considered that the company had not maintained a high standard in this regard and a breach of the Code was ruled.

The Panel noted the documentation provided to the various parties was inconsistent in its description of the service at issue ie the material given to practices referred to a calcium and vitamin D supplementation clinical review whereas material for representatives and the pharmacist referred to a wider 'osteoporosis review'. The Panel further considered that the list of various supplements available (which appeared in the document given to practices) had not listed all in a fair-handed manner given that only the flavours of Adcal-D_3 had been listed; in the Panel's view whether there was a choice or not, it would be helpful, in terms of patient preference, for prescribers to know the flavours of the other calcium and vitamin D_3 supplements. Overall apart from a choice of formulation and strength there was also a choice of lemon, tutti-frutti, orange or peppermint flavours. The Panel thus considered that, with regard to the documents provided, high standards had not been maintained and a breach was ruled.

Notwithstanding its rulings above, the Panel was satisfied that the service would enhance patient care; it was not linked to the prescription of any specific medicine. The decision of what to prescribe lay with the patient's doctor. It was arguable whether the service was a therapy review as described in the supplementary information to the Code as its scope was very limited and the only assessment appeared to be whether or not certain patients were also prescribed calcium and vitamin D_3 supplements. However the Panel did not consider that the service was an inducement to prescribe, supply, administer, recommend or buy any medicine. No breach of the Code was ruled.

An anonymous, non-contactable, general practitioner complained about an osteoporosis audit service offered by ProStrakan Group plc. ProStrakan marketed Adcal-D_3, a calcium and vitamin D_3 supplement.

COMPLAINT

The complainant explained that the audit service was offered as an Osteoporosis Project to enable better care of patients with osteoporosis. His practice had used a number of these types of services in the past and found them to be very useful. They had always focussed on patient care, whole disease areas and not on prioritising the

prescribing of one particular product. In this instance however he found himself in a very uncomfortable position with an expectation that he would prescribe only one product at the end – that which was promoted by ProStrakan.

The representative from ProStrakan first highlighted the service to him suggesting that it could benefit the practice, particularly with its large elderly population. It was also suggested that the process was approved by the local primary care trust (PCT) although the complainant was unable to verify this. The service was being delivered by an independent company which, it was claimed, would complete the service in the practice without any undue interference from ProStrakan. The complainant agreed to the service and signed the contract which stated that 'The service is not linked to the use of any particular product'. The protocol and guidelines referenced were nationally recognised criteria and all seemed very professional.

A pharmacist then completed a number of audits on the practice database to identify at-risk cohorts of patients. After this the complainant had a discussion with the pharmacist. Several points of this discussion were of concern and had prompted this complaint. After the conversation with the pharmacist the complainant was left with the following suggestions which made him feel uncomfortable:

1 Although the audits claimed to identify at-risk osteoporosis patients, they only looked to identify patients for Adcal-D_3. When the complainant asked if they could also consider bisphosphonates he was told that the company was not willing to fund an area where it did not have products. It was further suggested that the complainant could contact one of the providers of products in this area to request them to fund a review in this 'separate' area.
2 The pharmacist indicated that the expectation was that Adcal-D_3 would be prescribed in these patients and not any alternative product – as the review was being sponsored by ProStrakan.
3 The complainant was further told that the patient records had already been updated with the recommendations according to the protocol previously agreed with the ProStrakan representative. The complainant was told that he had to ensure that he signed to 'make it official'.
4 The complainant felt very uncomfortable but compelled to agree with the pharmacist as changes to patient records had already taken place – and actually the changes recommended did not compromise patient care.
5 The only changes to treatment that were suggested were the addition of Adcal-D_3 – in all patients.
6 When the complainant requested that the additional prescription medicine should be explained to patients personally by the pharmacist in either clinics or on the telephone, (as had happened in other audits that the practice conducted), he was told that there was not enough funding for the service provider to spend the additional time and that the practice had to send out letters to patients and handle any reactive patient queries. The template letter provided did not refer to the service provider or to ProStrakan's support of the service.

This experience had severely dented the complainant's confidence in working with the pharmaceutical industry on these types of services, even with previously positive experiences – as such he felt compelled to complain. The explanation from ProStrakan regarding the service was clearly a very different brief to that given to the pharmacist who carried out the service. Having attended a recent introductory session to the Code he understood that companies were also responsible for the conduct of independent providers with whom they collaborated.

The complainant hoped that the Authority would be able to investigate and reassure health professionals working with pharmaceutical industry partners that services were based solely on improving patient care and not, as the complainant felt in this instance, to purely increase the prescription volume of a specific medicine.

When writing to ProStrakan, the Authority asked it to respond in relation to Clauses 2, 9.1, 9.10, 18.1 and 18.4 of the 2006 Code.

RESPONSE

ProStrakan was disappointed that the complainant had raised these issues anonymously as it would have valued the opportunity to conduct an in-depth investigation of such serious allegations. By choosing anonymity, in a case based entirely on hearsay, the complainant had prevented ProStrakan from refuting the claims made. Nevertheless, it had provided all the documentation that the Authority had requested and had endeavoured to highlight how these documents covered the issues raised. ProStrakan noted that the service provider had data on file that significantly supported ProStrakan's responses to these allegations. Due to the nature of this data (regarding the audit outcomes and prescribing habits of individual practices), ProStrakan did not have access to it. This data was referred to in the following text and could be provided direct to the Authority if required.

ProStrakan submitted that it had designed its therapy review service in collaboration with the service provider (which had significant expertise in such programmes). Pharmacists trained by the service provider carried out the audits in practices which had indicated their interest in the service. The practices were given results of the audit and were entirely at liberty to implement the recommendations or not. ProStrakan was not involved in the audit process, clinical review or implementation of prescribing or other changes.

ProStrakan noted that the complainant stated that it had been suggested that the process was approved by the local PCT although this had not been verified. ProStrakan was unable to comment on this due to the anonymity of the complainant.

1 Although the audits claimed to identify at-risk osteoporosis patients, they only looked to identify patients for Adcal-D_3. When the complainant asked if they could consider also bisphosphonates he was told that the company was not willing to fund an area where it did not have products. It was further suggested that the complainant should contact one of the providers of products in this area to request them to fund a review in this 'separate' area.

It was clear from the protocol that the audit identified a broad cohort of patients, in line with national guidance, and could provide a comprehensive list of patients who were at risk in a number of respects, beyond just identifying those who required supplementation. Section 2 of the protocol clearly allowed for consideration of additional therapy where required and appropriate, which could include bisphosphonates or other bone sparing therapies.

In the same section the practice could include any additional search criteria should it wish to specifically focus on, for example, bisphosphonate treatment.

The protocol did not suggest, let alone mandate, the use of a particular calcium and vitamin D supplement. Nine of the most commonly used supplements were listed, of which six were not ProStrakan's products.

ProStrakan believed that its protocol complied with Clause 18.4, in that the service would enhance patient care, and benefit the NHS. The protocol was based on current national guidance, and referred to the Scottish Intercollegiate Guidelines Network (SIGN) 71, which recommended a range of dosages of calcium and vitamin D, and not just that provided by Adcal-D_3. In this respect the protocol was relevant, current, robust, impartial and balanced, and therefore did not contravene Clause 2.

2 The pharmacist indicated that the expectation was that Adcal-D_3 would be prescribed in these patients and not any alternative product – as the review was being sponsored by ProStrakan.

The service was not linked to the use of any particular product, and in that regard ProStrakan noted the comprehensive list of product options in Section 2 of the protocol. The clinicians could make their own choice, or none at all. This last option was one which was exercised by 21% of practices reviewed within the last 6 months, according to the service provider.

In addition the protocol considered non-medicinal interventions, particularly where poor compliance was encountered. Lifestyle advice and educational leaflets could be provided to these patients if requested by the authorising clinician. A copy of this leaflet was provided. If necessary, ProStrakan would be able to supply data on the quantities of patient education leaflets delivered to the service provider to support this intervention.

The protocol could provide a useful summary of the quality of prescribing for osteoporosis which could be used as an internal barometer of compliance with various national guidance or local guidelines.

Based on the protocol, and ProStrakan's brief to the service provider's pharmacists, and in the absence of specific detail permitting ProStrakan to investigate individual conduct, it strongly contested the likelihood of a pharmacist conducting him or herself in this manner, and further it claimed that its protocol and process complied with Clause 18.1, and that the protocol had not been offered as an inducement to prescribe Adcal-D_3.

3 The complainant was further told that the patient records had already been updated with the recommendations according to the protocol previously agreed with the ProStrakan representative. The complainant was told that he had to ensure that he signed to 'make it official'.

ProStrakan was unsure as to whether the complainant had alleged that its representative had colluded with the pharmacist to predetermine recommendations, or that the pharmacist had updated the patient records with the GP's choices before getting the GP's signature to authorise such changes.

ProStrakan's brief to its representatives clearly did not permit them to have more than a cursory interaction with the pharmacists, to facilitate an introduction to the practice. In the absence of specifics in this case, ProStrakan was unable to investigate or comment on this further.

The pharmacists, according to the protocol and brief, were unable to change patient medication unless authorised to do so (Section 5, part 1). Each individual patient required a review by the GP as detailed in Sections 4.3 and 4.4, following which, the GP might authorise various interventions including pharmacotherapeutic and/or other options. The pharmacist was unable to proceed without a signature to confirm that the GP had seen and reviewed the patient cohorts presented according to the agreed protocol.

The protocol and process did not permit the actions alluded to by the complainant, and ProStrakan believed it unlikely that a pharmacist would risk his or her professional standing in doing so. In the absence of specifics ProStrakan could not investigate the matter to this level of detail. ProStrakan therefore believed that Clauses 2 and 9.1 had not been breached.

4 The complainant felt very uncomfortable but was compelled to agree with the pharmacist as changes had already taken place – and actually the changes did not compromise patient care.

ProStrakan referred to its response at point 3 above.

5 The only changes to treatment that were suggested were the addition of Adcal-D_3 in all patients.

As mentioned in point 2 above, it was clear that the protocol and its various choices and options were discretionary, and entirely within the control of the clinician, and that they had to authorise any change or addition to medication, or provision of non-drug related information, for each patient. The GP and practice also retained the right to conduct these changes themselves, or not to participate in the process at all. Once again, the service provider had data that demonstrated the full variety of outcomes that occurred following use of the service.

6 When the complainant requested that the additional prescription medicine should be explained to patients personally by the pharmacist in either clinics or on the telephone (as had happened in other audits that the practice conducted), he was told that there was not enough funding for the service provider to spend the additional time and that the practice had to send out letters to the patients and handle any reactive patient enquiries. The template letter did not refer to the service provider or to ProStrakan's support of the service'.

Section 4.10 of the project protocol stated that any changes or additions to medication would be communicated to each patient along with further instructions if required, in accordance with the wishes of the individual practice. Although most practices requested patient communication by letter, others might request the sort of service requested by the complainant and these would be offered. In the absence of specific detail it was impossible to comment further.

Template letters were included in the documentation pack and clearly contained visible lettering in the footer that they and the service had been provided by ProStrakan, in compliance with Clause 18.4.

The service provider regularly inspected review services in progress to ensure compliance of its pharmacists with protocols, process, and conduct. In particular Code compliance and professional conduct with respect to the Medicines, Ethics and Practice Guide for Pharmacists (Royal Pharmaceutical Society of Great Britain) was inspected. ProStrakan believed that the employees conducted themselves in an appropriate and professional manner, and in the absence of specifics due to the complainant's anonymity, it was impossible for the service provider, to conduct an internal investigation around most of the allegations made and therefore impossible for ProStrakan to respond to detail about the alleged conduct of individuals.

In conclusion, due to the complainant's anonymity, ProStrakan had been unable to investigate this matter as fully as it would have liked, or to respond to specific and extremely serious allegations which involved either one of its representatives or a pharmacist from the service provider. ProStrakan had provided documentation relating to the service, and an explanation of the processes and governance by the service provider to ensure compliance to the Code and the Medicines, Ethics and Practice Guide for Pharmacists. It was ProStrakan's view that it had not breached Clauses 2, 9.1, 9.10, 18.1 or 18.4.

FURTHER RESPONSE

In response to a request ProStrakan stated that it had not forwarded copies of the detail aid used in Adcal-D_3 sales visits. The detail aid contained no information regarding the therapy review service.

In relation to literature to be left with a customer, referred to in the sales force briefing document, ProStrakan stated that this was an oversight, as it had never had literature describing the service to be used as a leavepiece. This statement had been removed from the latest version of the document, which was currently in the approval process.

In relation to an enquiry as to why flavours of Adcal-D_3 were included in a table listing calcium and vitamin D_3 supplements, but not the flavours of the other supplements, ProStrakan stated that each Adcal-D_3 variant had this information as part of its registered name, held its own marketing authorization, and was prescribed as per the registered name of the formulation. ProStrakan had included a comprehensive list of available supplements and this included the variants of Adcal-D_3. It would not have been appropriate to simply refer to the Adcal-D_3 range as Adcal-D_3 due to there being different marketing authorizations. In addition, the other supplements on the market existed as single products, with one flavour. ProStrakan had listed these products by their registered names.

In relation to a request for a breakdown of the percentage of practices which following the service used Adcal-D_3 or ProStrakan product, other companies' calcium/vitamin D supplements or did not change patients' treatment, ProStrakan stated that as stated above, due to the nature of this data (regarding the audit outcomes and prescribing habits of practices), it did not have access to it.

ProStrakan had contractually agreed to pay the service provider a flat rate per day in implementation of the audit. ProStrakan did not pay, nor had it ever paid, bonuses of any description to that company or its employees

The choice of supplement was entirely at the discretion of the clinician and was made without input or direction from the therapy review team. Likewise, the clinician was free to choose any number of supplements to meet different patient needs, or to prescribe no therapy at all. The clinician was at liberty to change their decisions at any stage of the process without giving any reason or prior notification. The clinician was equally free to alter their choices at any time once the therapy review was complete.

ProStrakan was concerned that a complaint based entirely on hearsay from an anonymous GP regarding the alleged conduct of an unnamed pharmacist working on its behalf was becoming a general investigation of ProStrakan materials and working practices. Whilst ProStrakan had nothing to hide, it did not believe this would be appropriate or relevant to the complaint.

As an organisation, ProStrakan took issues of Code compliance extremely seriously. It was therefore frustrated that it was not able to fully examine and respond to this anonymous and unsubstantiated complaint.

In response to a further enquiry as to the percentage of practices which, following the service, used Adcal-D_3 or other ProStrakan product, other companies' calcium/vitamin D_3 supplements or did not change patients' treatment, the service provider replied on behalf of ProStrakan. It stated that of practices audited within the last six months, 79% initiated patients onto their preferred treatment. The other 21% chose to make changes to patients' treatment themselves or not to make any changes at all.

ProStrakan advised that it did not market any product other than Adcal-D_3 which was relevant to osteoporosis care or prevention.

PANEL RULING

The Panel noted that as the complainant was anonymous and non-contactable it was not possible for ProStrakan to respond in detail to the specific points raised about the audit.

The Panel considered that much would depend on the practice which had control of the process. The protocol required signatures before any audit could start. The practice could decide what action to take. It was vital that the pharmacists conducting the audit on behalf of ProStrakan followed the protocol as well as complying with their professional code. There was no evidence that they had not done so.

The Panel did not consider that the service was an osteoporosis audit service as mentioned by the complainant and as stated in some of the documentation from ProStrakan. The document describing the service to prescribers was entitled 'Calcium and Vitamin D Supplementation Clinical Review Protocol'. The practice authorization form referred to a 'calcium and vitamin D_3 Deficiency Clinical Review'. It was confusing as the representatives' briefing note referred to an 'Osteoporosis Review' and a chart summarising the operation of the service was headed 'Osteoporosis Therapy Review Service'. The Pharmacist Briefing Document also referred to the service as an 'Osteoporosis Therapy Review Service'. The Panel was concerned that the documentation misnamed the service. It was likely that the representative had referred to an osteoporosis review service and this had contributed to the confusion.

The Panel noted that the protocol listed calcium and vitamin D_3 supplements in alphabetical order and gave details of their formulation and strength. Doctors were to indicate their preferred product and to decide whether an initial prescription should be raised and sent to patients. The first two products identified were Adcal-D_3 and Adcal-D_3 Dissolve respectively. The Panel noted that the formulation column listed 'Chewable Tab Lemon Tutti Frutti' for Adcal-D_3. The only details for all the other products, including Adcal-D_3 Dissolve, were 'Effervescent Tab', 'Chewable Tab' or 'Sachet' as appropriate. The Panel noted ProStrakan's submission that the two flavours of Adcal-D_3 chewable tablets had been listed because such information was part of the registered name. Conversely, all of the other products were only available in one flavour and so no flavour was stated for these. This however, was not clear to the reader. Further, the Panel considered that ProStrakan's submission about the flavours of Adcal-D_3 and the registered product names was misleading. From the summaries of product characteristics (SPCs) the tutti-frutti tablets were called 'Adcal-D_3 Chewable tablets' and the lemon flavoured tablets were called 'Adcal-D_3 Lemon Chewable tablets'.

The Panel noted that if there was evidence to show that the pharmacist had indicated that the expectation was that Adcal-D_3 would be prescribed then this would have been unacceptable. Similarly it would be unacceptable if the only changes suggested were the addition of Adcal-D_3 in all patients. The protocol set out what had been agreed by the parties. The complainant had not demonstrated on a balance of probabilities that either of these options were so.

The protocol required the GP to authorize the pharmacist to complete the practice computer repeat medication changes requested. The template letters stated 'Provided as a service to medicine by ProStrakan Ltd' at the end. The Panel considered it was not entirely clear from this wording what ProStrakan provided as a service to medicine.

The template letters included the instruction 'To be typed on Practice letterhead'. The Panel was concerned that the declaration of sponsorship, which appeared on the templates as a footer, below the item code number and the date of preparation, would not be transcribed onto the final letter. There

was no instruction as to the need to include this statement. In the Panel's view there was a strong possibility that letters had been sent without the declaration of sponsorship. However, in the absence of any evidence that this had happened, the Panel was obliged to rule no breach of Clause 9.10. Nonetheless, the Panel considered that the company had not maintained a high standard in this regard and a breach of Clause 9.1 was ruled. The Panel requested that ProStrakan be reminded that since 1 November 2008 the provisions of Clause 9.10, and its supplementary information, of the 2008 Code applied. This stated that the declaration of sponsorship must accurately reflect the nature of the company's involvement.

The Panel noted the documentation provided to the various parties was inconsistent in its description of the service at issue ie the material given to practices referred to a calcium and vitamin D supplementation clinical review whereas material for representatives and the pharmacist referred to a wider 'osteoporosis review'. The Panel further considered that the list of various supplements available (which appeared in the document given to practices) had not listed all in a fair-handed manner given that only the flavours of Adcal-D_3 had been listed; in the Panel's view whether there was a choice or not, it would be helpful, in terms of patient preference, for prescribers to know the flavours of the other calcium and vitamin D_3 supplements. Overall apart from a choice of formulation and strength there was also a choice of lemon, tutti-frutti, orange or peppermint flavours. The Panel thus considered that, with regard to the documents provided, high standards had not been maintained and a breach of Clause 9.1 was ruled.

Notwithstanding its rulings above, the Panel was satisfied that the service would enhance patient care; it was not linked to the prescription of any specific medicine. The decision of what to prescribe lay with the patient's doctor. It was arguable whether the service was a therapy review as described in the supplementary information to Clause 18.4 as its scope was very limited and the only assessment appeared to be whether or not certain patients were also prescribed calcium and vitamin D_3 supplements. However the Panel did not consider that the service was an inducement to prescribe, supply, administer, recommend or buy any medicine. No breach of Clauses 18.1 and 18.4 was ruled. The Panel also ruled no breach of Clause 2 which was reserved for use as a sign of particular censure.

Complaint received **16 October 2008**

Case completed **23 December 2008**