



5 June 2018

Circular No. 018 / 18

RE: Management of Owings under the Community Pharmacy Contractor Agreement

Dear Pharmacist,

I refer to my letter of 5th May 2016 which highlighted concerns with the management of owings under the Community Pharmacy Contractor Agreement (the Contract) with the HSE for the provision of services under the HSE Primary Care Community Drugs Schemes.

At that time it was restated that under those Schemes, pharmacists should only present a claim for reimbursement by the HSE in respect of items which are supplied on foot of a properly completed prescription in accordance with the Community Pharmacy Contractor Agreement.

It was also acknowledged that the HSE recognises that the majority of pharmacy claims are reasonable, valid and in compliance with contractual agreements in place.

The communication acknowledged that circumstances may arise in practice where the full quantity of a prescription item is not filled and supplied and, as a result, the pharmacy will temporarily owe their patient a balancing quantity. Such a balancing quantity should only be submitted for reimbursement where the pharmacist has a genuine expectation that the patient will return in the near future in line with Clause 1(1) of the Contractor Agreement to collect the remainder of their prescription, which is awaiting collection in the pharmacy. An example was given of where this might arise when the total quantity of medicines is not available in the pharmacy at the time the initial prescription is presented for supply. In this context, pharmacists were requested to review their standard operating procedures to establish if they had made claims for products which had not been supplied to patients. The HSE PCRS received a large number of declarations following this request and have worked with these pharmacists to resolve matters brought to our attention.

In 2016, the HSE PCRS and the IPU entered into a Pharmacy Interface Project underpinned by a Memorandum of Understanding which, when delivered, would provide benefits to all stakeholders. While the Project is designed to deliver a number of benefits for pharmacy contractors including electronic claiming for all schemes and enhanced reporting on payments, one key priority for the HSE PCRS was to bring transparency of items filed under owings through an enhancement of the pharmacy software interface. The project progressed through 2017 with engagement from the IPU, HSE PCRS and the pharmacy software vendors. In January 2018, the project went live in its pilot stage. However, shortly after the go live pilot commenced, the IPU informed the HSE of its withdrawal from the project.

This is very disappointing and concerning for HSE Management, particularly in circumstances where it has been identified that a number of pharmacies have raised and submitted claims for reimbursement when a product has been entered in their pharmacy system as “an owing” and neither supplied, nor intended for supply. This was done in circumstances where the pharmacist could not have had a genuine expectation that the specific medicine would be collected by the patient i.e. other claims for the same product were made in the interim; or there was more than one owing for the same product on the Owings file.

In these circumstances, the HSE must now inform all pharmacy contractors that:

- I. Owings items should not be claimed from the HSE unless the product has been supplied; or alternatively dispensed and awaiting collection and there is a genuine expectation that the item will be collected by the patient in the near future.
- II. Products in owings should not be removed from owings files unless the owing has been discharged and supplied to the patient.
- III. Pharmacists are obliged to provide transparency to the State in relation to validity of claims presented for reimbursement including full transparency of their complete owings files.

Each contractor is encouraged to make arrangements with their software vendor to implement the interface to provide transparency regarding their management of owings.

Furthermore, contractors should ensure that owings are managed appropriately to ensure that invalid claims are not submitted to the PCRS misrepresented as supplied to patients.

For the avoidance of doubt, any claiming for products not actually provided to the patient (or to the patient’s agent) on the recorded date of dispensing, or prepared and awaiting collection where there is not a genuine expectation that the patient will collect the product, are considered potentially fraudulent claims. Any manipulation of owings records will be considered in the context of Clauses 1, 4, 6 & 9 of the Contract and you are reminded of the professional requirement to maintain the integrity of pharmacy records.

I draw your attention to the appropriate claiming of a Non Dispensing Fee i.e. a fee for the exercise of professional judgement not to dispense a reimbursable item on that prescription. In the absence of the Pharmacy Interface Project, there is no arrangement for a Non Dispensing (Deferred supply) Fee.

If there are any aspects of your owings management which you wish to highlight with the HSE PCRS or if you have any queries in this regard you can make contact by email to **CSC.PharmacyQueries@hse.ie** or alternatively by telephone to Ruth Comiskey at 01-8647100 ext. 7612.

Thank you for your co-operation in this matter.

Yours sincerely,



Anne Marie Hoey
Primary Care Reimbursement Service