

# ANONYMOUS EMPLOYEE v MERCK SERONO

## Target contact rates

**An anonymous, uncontactable key account manager complained that the target contact rates set verbally by his/her manager could not be achieved without breaching the Code.**

**The detailed response from Merck Serono is given below.**

**The Panel noted that the complainant had made a general allegation about target contact rates but had provided no details. The complainant had referred to verbal instructions given by his/her manager. The complainant had the burden of proving their complaint on the balance of probabilities.**

**The Panel noted that Merck Serono had provided documents to show that the objectives set for key account managers related largely to sales targets not call rates. Key account managers were expected to contact a high percentage of individual health professionals within a three month period but it was not stated how many repeat calls had to be made. Merck Serono's customer recording management system showed that the estimated average annual call rate per key account manager (excluding service calls) was 2.4 with a variation of 0.8 to 4.5. Merck Serono currently could not distinguish calls from contacts on its customer recording management system although this would change shortly. The company estimated that currently 30% of recorded calls were service calls. The Panel noted that Merck Serono had calculated that although the estimated average annual call rate for all of its key account managers was 2.4, one member of the team had an estimated annual call rate of 4.5. Merck Serono must ensure that each individual team member complied with the Code, not just the team as a whole.**

**Nonetheless, the Panel considered that there was no evidence to support the complainant's allegation that the key account managers had been set target contact rates such that to achieve them they had to breach the Code. No breach of the Code was ruled.**

## COMPLAINT

The complainant stated that he/she was a key account manager who, together with colleagues, had been given a contact rate which forced them to initiate calls with customers at a frequency that breached the Code.

The complainant had been told that his/her performance would be measured on meeting this

target. This contact rate target had been communicated verbally by the complainant's manager and not written down.

When writing to Merck Serono the Authority asked it to respond in relation to the requirements of Clauses 15.4 and 15.9 of the Code.

## RESPONSE

Merck Serono provided a copy of its field force minimum standards, which it submitted made it clear what parameters were expected of its key account managers. The key account managers were largely briefed on sales targets rather than contact rates (a copy of a relevant action plan was provided). Merck Serono also provided a presentation (Rebif campaign brief) from which it submitted that the key account managers' objectives were determined and detailed coverage of customers expected.

Merck Serono submitted that data recorded on its customer recording management system showed that the call frequency rate per key account manager was 0.81/3 month period with a variation of 0.26 to 1.5 (a copy of the relevant document was provided), to include promotional and service calls. Merck Serono had not previously recorded objectively the different types of call but was moving to this new system shortly. A sample estimate from one of the teams showed that 30% of the calls were service calls. Therefore the estimated annual average call rate per key account manager was 2.4 with a variation of 0.8 to 4.5. Allowing for this approximate calculation the key account manager call rate was within the estimate of 3 promotional calls per year.

Merck Serono submitted that there had been no breach of Clauses 15.4 or 15.9 of the Code.

## PANEL RULING

The Panel noted that the complainant was anonymous and uncontactable. The complainant had made a general allegation about target contact rates but had not provided any details. The complainant had referred to verbal instructions given to him/her by his/her manager. The complainant, who had the burden of proving their complaint on the balance of probabilities, could not be contacted for further information.

The Panel noted that Merck Serono had provided documents to show that the objectives set for key

account managers related largely to sales targets not contact rates. Key account managers were expected to contact a high percentage of individual health professionals within a three month period but it was not stated how many repeat calls had to be made. Merck Serono's customer recording management system showed that the estimated average annual call rate per key account manager (excluding service calls) was 2.4 with a variation of 0.8 to 4.5.

The Panel noted that the supplementary information to Clause 15.4 of 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. The supplementary information further stated that when briefing representatives companies should distinguish clearly between expected call rates and expected contact rates. Contacts included those at group meetings, visits requested by doctors or other prescribers, visits in response to specific enquiries and visits to follow-up adverse event reports. The Panel noted that Merck Serono currently could not distinguish calls from contacts

on its customer recording management system although this would change shortly. The company estimated that currently 30% of recorded calls were service calls. The Panel noted that Merck Serono had calculated that although the estimated average annual call rate for all of its key account managers was 2.4, one member of the team had an estimated annual call rate of 4.5. Merck Serono must ensure that each individual team member complied with Clause 15.4 of the Code, not just the team as a whole.

Nonetheless, the Panel considered that there was no evidence to support the complainant's allegation that the key account managers had been set target contact rates such that to achieve them they had to breach the Code. No breach of Clauses 15.4 and 15.9 of the Code was ruled.

**Complaint received**      **7 May 2010**

**Case completed**         **1 June 2010**

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