Freelance Forum Highlights
Selections from the AMWA Journal
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Clients Demanding Freelances NOT be Freelance
There is a disturbing trend some seasoned freelances reported encountering lately in which clients insist their freelances take a W-2, which means they are legally not freelancing for that client but are actually part of the client’s staff. Forcing a freelance to work not as a freelance has a number of concerning implications. It affects freedom and flexibility, estimating and invoicing, and relationships with and availability to other clients. Perhaps most important of all, it has the potential to adversely affect the freelance’s finances with respect to both income and taxes.

CDE: Yes, I agree that this is disturbing. In fact, 15 years ago my accountant told me to try NOT to accept W-2 wages as it might affect my status as a self-employed businessperson. He did compromise and said, “OK, as long as it is a small percentage of your income.” If you are doing most of your work under W-4/W-2 status, recognize that you are NOT self-employed or in business: you are a temporary/transient employee. That said, today our profession has changed so dramatically—perhaps especially pharma/biotech—that some of us now must make a choice between “flexibility” and “focus.”

For example, a new, inexperienced medical writer who wants to break into the pharma/biotech industry needs to say “yes” to whatever comes, and W-2 contracts might have to be accepted initially to gain experience, samples, and references. An established freelance with solid clients and a great income can say “no” to W-2 work with impunity and focus on building his/her business and not agreeing to temporary employee status. And, regardless of your status, there are times when a W-2 project just seems necessary or is simply quite appealing. In summary, if you can afford it, be flexible; just make sure you watch your tax situation.

MB: As a freelance, I am loath to agree to W-2 status with any client, but in fact I have done so for 2 clients in 20 years. I live and work primarily in New York. One client was a contract research organization (CRO) in New Jersey; the other was a medical communications company in Connecticut that is part of the New York-based Greyhealth group. Both clients told me they had to pay me this way and pitched it as an advantage to me because they would take taxes out for me.

To address Brian’s concerns about effects on freedom and flexibility, estimating and invoicing, relationships with and availability to other clients, and income and taxes, here are certain issues to consider:

- Because I work for 6 to 12 clients per year, I knew I would have no trouble confirming my nonemployee status should the need arise.
- I worked onsite only for 1 client and only sporadically; most of my work was from home at hours of my choosing.
- I set my rates with these clients, so estimates were still under my control. Invoicing for 1 client was a pain because they wanted me to log hours into their online system, but other clients have required me to use their time sheets as well. This aspect to invoicing using their time sheets was the most onerous; when I complained enough, they had their human resources person log my time into their system for me on a weekly basis.
- I made it clear from the outset that I had several clients and they were not retaining me, so I did not lose other jobs or clients as a result.
- My accountant handles my taxes, though I provide him with the 1099s and W-2s and clear instructions about which income came from which client so he can keep track of the tax implications.
In some instances, it may be possible to work for such a client without taking a W-2, but that may require carrying a serious amount of professional (errors and omissions) and commercial (business) liability insurance.

A number of the session attendees said they carry such insurance policies and discussed the circumstances under which they came to carry insurance, which was diverse. Other types of insurance policies that were discussed included worker's compensation insurance, which is required by some states for certain types of businesses (eg, New Jersey requires worker's compensation insurance for S-corporations), and long-term disability insurance.

CDE: Yes, this is another problem: some CROs and other companies/agencies want you to accept liability and carry expensive insurance. I do not do this. It is too expensive, yes, but the primary reason I will not buy such insurance or sign a contract agreeing to accept liability is that the majority of my medical writing work is for pharma/biotech and they are 100% legally responsible for the content of all and everything! They dictate direction, focus, content, and structure; they provide all the data and background material (which means the writer cannot be certain s/he has received “everything”); and finally, they absolutely make all decisions about the final outcome. I will not agree to be held liable in such circumstances; my contract wording, which was approved by my attorney, makes this quite clear (wording was published in a prior version of the AMWA Journal in case anyone wants to see it.)

MB: As an editor and a sole proprietor, I do not carry errors and omission insurance or any other insurance specifically for my work. I strike out insurance requirements in contracts, as they do not apply to the kind of work I do because I am not responsible for what happens to the work after it leaves my hands. I realize the situation is different with medical writers.

Lawyers, Guns, and Money
No discussion of insurance is complete without someone mentioning lawyers. The conversation quickly broadened to include contracts, master service agreements (MSAs), nondisclosure agreements (NDAs), confidentiality agreements (CAs), and conflict of interest (COI) clauses. The seasoned freelances in attendance were familiar with these documents and agreed that freelances should never consider contract language unchangeable. They discussed how to request changes in contract wording, the benefits and drawbacks of providing your own contracts instead of using the client's contracts, contract enforcement, and investing in hiring an attorney to help review and enforce contracts.

The group got into a deep discussion of restrictive covenants, which often oppressively restrict the freelance's ability to work. Some clients—particularly medical communications companies—often have boilerplate language in their contracts that can effectively preclude a freelance from working with anyone else, and often for a period of years. Of course, no successful and busy freelance would ever tolerate, let alone agree to, such restriction, and attendees discussed their approaches for striking or at least revising such covenants.

As several seasoned freelances noted, restrictive covenants can be fairly easy to revise or delete because clients usually don't even realize that language is in their contracts, let alone appreciate how restrictive they are. The bottom line is that medical communications companies don't want freelances taking their business, helping others take their business, or otherwise messing with their business. As long as you make clear that such activity would be unethical (to say nothing of it being bad for business), clients are usually fine with revising the wording of their restrictive covenants.

CDE: It is reasonable for a self-employed small businessperson to revise a contract. After all, a contract is an agreement between 2 (or more) parties—it should not be one-sided, always in favor of the client! All of us need to read the NDAs, CAs, and COI statements carefully and delete unnecessary restrictions. Be brave! You likely will not lose a client over this, especially if you speak about it honestly on the phone or in person and NOT in an email.

MB: I agree with Brian that clients usually don't realize what details are in their contracts. I often strike out clauses in contracts that don't pertain to my work as an editor. In addition, I require the “hold harmless” clause goes both ways.

Most importantly, I require that every contract specify what my rate is and when I will be paid. If the term is longer than net 30, I ask if the client's legal department can change the terms to net 30 and I have had success in getting the time shortened in the contract.

The one time I used a lawyer was to review my first contract. True confession: the lawyer was my father; he was a labor lawyer who represented employees of unions, so was familiar with how to word contracts. I never got work from that client because we tore their contract to shreds. After that, I opted not to show my father my contracts and I haven't had a problem since then—either in getting work or in negotiating contract changes on my own behalf.

RV: I completely agree. It is essential to carefully read through all the contracts that you sign. I have been pleasantly surprised that there is rarely a push back when I strike out a clause in the
contract. I always make sure I strike out any phrase that makes me indemnify the client, or holds me entirely responsible for the final work. In my 11 years of freelancing, I only had one client push back on the indemnity clause, and we agreed that I would indemnify them up to the amount that they had paid me for that year.

Bridges and Boundaries
Well-written contracts build bridges to new clients and new opportunities. They also help freelances set boundaries, which seasoned freelances agree every client needs. A contract that describes who does what and when, what the deliverable will look like, and every other detail down to the number of revisions, provides a safety net for both the freelance and the client.

During the session several seasoned freelances shared horror stories about clients who went off the rails, which even the best-written contract cannot prevent.

CDE: Indeed. A caveat here: I think all of us should remember to incorporate into our contracts what is NOT included in the contract fee (ie, what you will NOT do for them under the contract). This can save many headaches along the way.

RV: Unfortunately, this can happen even with the best of clients. Although I price my work on a per-project basis, my contracts always include a line about scope change and the number of revisions, including how they will be priced. I add a statement like, “This estimate includes one round of in-scope revisions. If additional revisions are needed, they will be billed at the hourly rate of X or can be renegotiated with a new fee.”

This led to a discussion about clients who went too far and got themselves fired. Firing clients is an art in itself. Seasoned freelances shared their approaches, which ranged from confrontation to ghosting. Innovative approaches to setting boundaries were discussed. Perhaps the best, and certainly the most widely applied, were rush fees and PITA (pain in the a***) fees.

CDE: I certainly agree that PITA fees are sometimes appropriate.

Although a formal vote wasn’t taken, it seemed that every seasoned freelance in attendance implements some sort of “special” fee structure for clients who are difficult to work with but have not yet elevated themselves to the stature of being fired. They’re on the cusp. As one attendee explained, it’s amazing what you can put up with when you’re being paid excessively well for it. Of course, difficult clients don’t know they’re being charged a PITA fee. They simply receive the project fee that includes the special PITA fee and either agree to the fee or not. If they don’t agree, that’s one of the more subtle approaches to firing a client that doesn’t involve confrontation but keeps them around in case you ever need them.

CDE: It is quite simple to “be too busy with another project” when a client you dislike calls; then you need not fire him/her—they just go away quietly.

GF: As Brian mentioned, firing clients is indeed an art in itself. In my 18 years of freelance medical writing, I have had to let a handful of clients go. I’ve done it a few different ways, but ultimately, I think that having an honest conversation with the client about why you don’t want to continue to work with them leads to the best outcomes. While this may be difficult, in most cases the client deserves it, and it’s likely a good exercise for the both of you. Telling them you’re too busy to work for them again could backfire if your perceived lack of availability gets passed to their colleagues at other companies, and “ghosting”—not returning their calls or emails—could make you look unprofessional. In contrast, a frank conversation about why you feel the relationship should end can help them better understand the unique needs of freelances and may benefit future freelances they hire. Such a conversation could even resolve your issues and make you reconsider working with them.

MB: I agree that some clients are a pain. Fortunately, none of my current clients are. One client had complicated time sheets that had to be completed online every week. Because I was charging them an hourly rate not a project fee, hiding a PITA fee was tricky and I was unable to add time to my invoice for all the online logging. My solution was to become “too busy” to take on more jobs from them. Eventually they stopped contacting me for work. That was a long time ago. Now I would be more upfront and explain that their system was not user-friendly and see if we could negotiate a way to offload some of the nonbillable time-logging tasks onto the client or if I could bill for my time spent updating their online time sheets.

As the session came to an end, it was apparent that attendees had much more they wanted to discuss. Those topics and more will surely take the Jam Session into new uncharted territory at the 2018 Medical Writing & Communication Conference in Washington, DC.
Q How much clinical trial data do you typically include in sales training manuals? What are the key issues in clinical trials that require education for sales reps?

A I’ve been writing sales training materials, primarily for oncology agents, for 17 years. Most of my work involves writing print or e-learning modules that sales representatives read and study on their own. Oncology sales representatives need to understand the data from clinical trials of their company’s agents as well as those of their competitors. For a given clinical trial, representatives need to be familiar with the same publicly available data that their customers—physicians—may see, which includes data presented in the primary manuscript for the trial, the agent package insert, and any data presented at meetings and congresses that have not been published elsewhere. The representatives have access to PDFs of these publications, so the purpose of training modules is to highlight the most important data and to provide definitions and explanations of the more complicated information.

In oncology clinical trial sales training modules, the content is typically divided into 3 parts: study design, efficacy, and safety. Regarding the study design, representatives need to know the inclusion/exclusion criteria, whether the study was randomized, and the number of patients and dose and schedule of treatment(s) in each arm. It is also critical that they know the trial’s primary and secondary end points and the patient baseline characteristics.

The trial’s efficacy section includes data related to the primary end point and some or all of the secondary end points. For oncology trials, this most often consists of survival outcomes and tumor response rates.

Safety data are usually presented as all-grade and grade 3-4 adverse event rates. The incidence of any serious adverse events and deaths due to adverse events are also provided. Finally, the safety section will include information about any drug discontinuations or dose interruptions, reductions, or other modifications due to adverse events.

In contrast to what some people may believe, the content in these modules is not promotional—sales representatives just need to have background knowledge about the disease, the agent, and the current treatment landscape so they can have intelligent conversations with their customers.

—Gail Flores

Every sales training manual is different, just as every client’s sales training needs and expectations are different. In my experience, a typical module educating sales representatives about a product they are responsible for selling focuses on the pivotal clinical trials included in the product labeling. Of course, in a learning module, we go into much more detail about each clinical trial than is found in the labeling. So I usually work with the clinical study report (CSR) and sometimes also with the investigator’s brochure (IB) and/or the study protocol to get all the information I need.

The sections of a clinical trial reported in a sales training manual typically include:

• Study description—a brief statement of what the trial is (eg, phase 3, randomized, placebo-controlled, multicenter trial)
• Study design—a description of how the study was conducted (often including an algorithm) and study endpoints
• Materials and methods—a summary of inclusion and exclusion criteria for patient selection and the frequency and dosing of treatments
• Results—a review of the efficacy and safety of the product for all defined end points
• Conclusion—a brief statement of the key takeaway

Learning content typically also includes insights for sales representatives to help them understand and appreciate certain aspects of the trial. For example, perhaps the enrolled patient population had an especially serious disease or some unusual or specific characteristic that is relevant to the study outcome. Or perhaps the study used a unique biomarker that
the sales representatives need to learn more about so they can inform and educate their customers.

In most circumstances, sales representatives must be familiar with all aspects of the pivotal trials for their product. When they are speaking with health care professionals, having a thorough understanding of the trials and data translates into confidence, which is necessary for success.

Sales representatives should also have a solid understanding of the pivotal clinical trials for competing products. Products cannot be compared unless they have been studied in a head-to-head comparative trial, so sales training cannot compare clinical trial results. When writing sales training content on the clinical trials of competing products, medical writers will not have access to proprietary documents like CSRs, IBs, and protocols. For this content, we have to rely on published data from journal articles and the product prescribing information (PIs).

—Brian Bass

Whether freelancing or working in-house, medical writers often are asked to write the “medical backgrounders” included in sales training programs—for print media, videos/slides, and online learning. Content may include extensive educational material about the indication in question, an overview of the anatomy and physiology of the target body system, and reviews/interpretations of clinical trials that have taken place with the company’s product(s). Regarding “how much” data from clinical trials to include, this decision will be made by the company’s marketing and/or sales training department. At minimum, you must include succinct, simply written summaries of the pivotal phase 3 trials on which FDA approval was based. Also, of course, any studies that ended up published as journal articles and/or comparing the company product with competitive products should be included. Summaries of phase 4 studies are also necessary because they are pertinent to postmarketing information, and phase 1 and 2 study summaries are needed if clinical pharmacokinetics are a significant issue. Moreover, results from pivotal and other important clinical studies need to be put into perspective relative to the company’s “competitive products” so that the sales reps can answer questions intelligently and handle objections from the physicians and health care providers they call on. Details on what specific information should be included is more a “how-to” question than a “freelance” question—but if you have more questions on this topic, please feel free to contact me personally at evanscathryn@aol.com.

—Cathryn Evans

How do you use the clinical study report (CSR) to develop an outline for a manuscript?

As a freelance, you are likely to be “directed” by the client in this regard. However, according to AMWA’s Code of Ethics, presumably you, as a medical writer, will not be developing the outline for a manuscript based on a CSR unless you are (1) in close collaboration with the named author and/or (2) going to be included as a co-author. That being said, the decision about how to carry forward information from a CSR to a journal article for publication depends on the study design and objectives as well as the Instructions for Authors provided by the target journal. Caveat: You do not just automatically outline the manuscript as “Introduction, Methods & Materials, Statistical Analysis, Results, Discussion, References, Tables/Figures”—rather, you must evaluate each individual study protocol relative to the client’s intentions and, of course, to the target journal types of articles, styles, and author instructions.

In the past, companies could (and did) “cherry-pick” data from a CSR to include in a journal article; most of the time the investigators themselves were not even given a copy of the final CSR. And frequently the “authors” had little or no input to the paper (by choice, not because the company excluded them). Today, the ethical environment is quite different: companies are required to be far more transparent about all clinical-trial data. And most of the better medical journals have both print and online publication, which means you can include extended information about the methodology (and results/tables/figures) in a submission of supplemental material, which will not be printed in the journal but will be available to readers online. Hence, you can consider using a relatively large proportion of the CSR for the journal article. Again, there is more to be considered here than space allows in this column, and again, this is more a “how to” question than a “freelance” question—but if you have questions about a specific CSR/journal article, please feel free to contact me personally at evanscathryn@aol.com.

—Cathryn Evans

How can I best acquire familiarity with regulatory practices in pharma (or devices, or biologics, etc)?

Like many aspects of life, your options depend on your circumstances. However, the first subtlety to understand is that regulatory practices applied in pharma are composed of (1) regulatory affairs and (2) regulatory writing, working in concert with a broader project team. Regulatory affairs professionals are responsible for learning the
regulations governing drug/biologic/device development and interpreting them for pharmaceutical and biotechnology companies, but it’s not primarily a writing position. Regulatory writers, however, primarily report, summarize, and even interpret scientific results (usually clinical) in a format appropriate for regulatory agencies and clinical study sites. They are the primary writers of regulatory documents such as clinical protocols, investigator brochures, clinical study reports, and the many summary documents required for submission of new drug applications.

Aspiring regulatory writers coming out of college have several options for further education in medical writing, regulatory affairs, and other similar areas. These include formal graduate programs in medical or scientific writing (eg, University of the Sciences in Philadelphia) and education programs from professional organizations such as AMWA. A less well-recognized path for obtaining training, however, is to obtain a job in the pharmaceutical or biotechnology industry (including contract research organizations [CROs]) in a medical writing or regulatory affairs role. Even though it is rare to hear about this path, it is probably the dominant career path by which most current regulatory writers have gotten into the field, although many positions in industry that expose employees to project team clinical development activities can lead to regulatory and medical writing careers. Often the best teacher is experience with the team responsible for guiding a drug through the myriad of regulations governing its development.

This leads me to another large group of aspiring regulatory writers—those working in functions not associated with clinical development in pharmaceutical or biotechnology companies. Because most regulatory writing occurs during clinical development, exposure to this area is key to obtaining the experience that can lead to full-time opportunities. In these situations, you need to look for opportunities to work with a drug development team. Get in touch with others working in development in a therapeutic area that you have experience with, talk about opportunities to get involved, and add this onto your career development plan. It takes some perseverance and motivation, but it’s a viable method for leveraging your current position to gain experience in this area.

Last, there’s the direct route of entering a regulatory writing role at a pharma, biotech, or CRO without prior regulatory or pharma training. This is probably the most difficult path because it places the burden for training on the employer instead of the employee. As a result, many employers prefer not to hire regulatory writers without experience, so the challenge is to seek out companies willing to train new writers. These companies do exist in both the pharma and CRO spheres, but most don’t advertise directly for writers without experience. However, if you have the right aptitude, work well in a team, and are serious about a career in regulatory or medical writing, entry-level positions do exist when the employee-employer match is right.

—Mark Bowlby

In this response, I am assuming a lack of any knowledge or experience with any aspect of pharma/biotech/device companies. I am also assuming that the readers are experienced medical writers in other areas of health care. For the purposes of this response, I will talk about the pharmaceutical industry, but the same principles apply to biotech/device companies.

The first requirement is that you understand the industry as a whole: What is it? How/why did it come into being? What is its purpose? How does it operate? For this intelligence gathering, there are many resources. Search the internet and/or libraries if you like. One initial source might be Eisai’s “Understanding the Pharmaceutical Industry” (www.eisai.com/ir/individual/knowledge.html). It is especially important that you understand the entire process of drug development, from the bench, to animal studies, to phase 0-4 clinical trials, to mass marketing, even if you end up working only on clinical study documents.

Moreover, you must understand the industry not only as a developer and marketer of health care products but also as a business—because business (making money) is, in fact, the top priority for these companies. Nearly all major decisions made by upper management are made on the basis of profit/loss, and the prospective employee or vendor for a drug company must accept this philosophy. (Of course, this does not by any means negate the remarkable innovations and benefits to medicine and health care generated by industry; it is just a realistic understanding that I feel one needs when working for industry. About 75% of my career has been pharmaceutical-based, in both MedCom and regulatory affairs; if I did not like and respect this industry, I would not have given so much of my life to it.)

Next, read some of the regulations; the Code of Federal Regulations (CFR) is available online and can be searched by topic. Peruse the US Food and Drug Administration (FDA) websites, too—new/revise...
documents such as a Protocol or Clinical Study Report (CSR). Complete New Drug Application (NDA) submission information (including structure and contents of the Common Technical Document [CTD]) are also easily accessed through the FDA website or via simple Google search. This is particularly important if your intention is to enter into a career in regulatory writing.

Another seriously important move would be to try to acquire and carefully read samples of specific documents that are generally written by medical writers—a few examples include (in no particular order)
• Investigational New Drug (IND) reports
• Preclinical and clinical study protocols
• Investigator Brochures (IBs)
• Clinical Study Reports (CSRs)
• Abbreviated CSRs
• Informed Consent Forms (ICFs)
• Interim reports
• Toxicology reports
• Pharmacology and/or pharmacokinetic reports
• Risk-management plans
• FDA Briefing Documents (for pre-Protocol/pre-NDA meetings and/or for pre-identified sensitive issues)
• CTD summaries (too numerous for this list but when you review the CTD outline, you will see how many types of documents need to be written for a CTD)
• Product labeling (package inserts)
• Responses to specific questions from the European Medicines Agency (EMA) and/or FDA
• Slide presentations for advisory boards (FDA and others)
• Advisory board meeting summaries

Please join the Drug Information Association (DIA)—so much can be learned about the industry from attending their meetings. Go to an annual meeting if budget permits (and it should permit, because this is an important part of your career development!); attend the larger seminars as well as the smaller breakout meetings as well as all meals and cocktail parties. Meet people in the industry—this is a critical thing to do, in my view. Equally important: pay attention to the people as individuals. Watch and listen. You can gain a lot of intelligence this way, especially a sense and feeling of what kind of people they are; do you identify with them psychologically/emotionally and do you wish to be around them every day? You should be quite certain that regulatory writing for industry is the niche you really seek. If budget permits, join the Regulatory Affairs Professional Society (RAPS) for at least a few years, as they offer meetings and educational programs of interest (they also have a RAPS educational certificate you may wish to look into, but it is not for “regulatory writing” in particular).

Of course, in my opinion, the best way to become intimately familiar with the industry is to immerse yourself in it by accepting a full-time job and staying for several years before going freelance. Do keep in mind that regulatory affairs is just one part of the arena for medical writers: MedCom, sales training, public relations (PR), marketing communications, and other departments offer scores of other interesting writing opportunities. Regardless of your choice, to work well in this industry you must understand it well—and a strong background in regulatory affairs is an excellent underpinning of a long career in this industry.

—Cathryn Evans

A Message From the Chapter Advisory Council Chair

It is my great honor to lead the efforts of the new Chapter Advisory Council as inaugural Chair. The new structure (see article on page 186) offers an opportunity for AMWA to be more strategic in its mission to its members. I look forward to working with the Chapter Advisory Council and appreciate the commitment of these chapter volunteers to advancing AMWA through their leadership.

—Katrina Burton
Q Have you ever had problems collecting payment from a client? How do you effectively handle this situation?

A I've only had a problem getting paid once in 20 years, but I've heard lots of horror stories about this from other freelances. The first step is to find out whether (1) it is just a mistake, (2) the client has a long bill payment cycle, or (3) the client is deliberately trying to stall or avoid payment. If your client contact forgot to submit the invoice or accounts payable forgot to process it, then wait patiently for the payment. If the payment is large and you really need it, ask your contact to expedite it.

Some clients have a long bill payment cycle. Nearly all of my hospital clients, for example, pay at 60 days instead of 30. This is fine with me, and I don't consider this a problem getting paid.

But clients who are deliberately trying to stall payment or not pay freelances are a real problem. The one time a client didn't want to pay me, I had a lawyer write a letter threatening legal action if the client didn't pay up. My check arrived a few days later.

If the threat of legal action doesn't work, actually hiring a lawyer to collect your payment may not be worth it. It could cost you more than you'll get from the client, and there's no guarantee that the client will pay you. Your best option may be to take the loss.

—Lori De Milto

Despite my 25+ years in the business, problems collecting have been extremely rare. Using two examples—the most innocuous and the most pernicious—I have described the situations below; how I was naive and/or made a mistake; how payment was resolved; and what I did differently after that to ensure to the best of my ability that the situations did not happen again.

Example #1: In my second year of business, an ad agency owed me $750 for a small project. Payment was due upon receipt of invoice or within 30 days. I had known the agency's president through my tenure as a full-time employee for pharma/biotech, so I trusted the client without a written contract. In fact, our prior relationship is why I was given the project in the first place. I let 30 days go by and then called the client to inquire about payment of my invoice; the accounting person said they had a glitch in their bookkeeping program and were late, but that I would receive the check very soon. I did not ask “how soon” but I did re-invoice to make sure no one could say they did not have the invoice.

Another month went by without payment. I re-invoiced and called again; after that I called every week. Sometimes I faxed another copy of the invoice. Each time I was told “soon” and that they had a problem with bookkeeping. Finally, after 3.5 months, I received my check (no late fee was included).

My Error: I should or could have
• had a written contract (even though in this case it may not have helped).
• emphasized a 10% late fee in that contract (something that often “triggers” accounts payable).
• called the president the day after the invoice was overdue (in this case I believe I would have received payment promptly).
• requested an advance before starting.

Resolution: Payment was received after 3.5 months of persistent dunning by phone and fax.

Future Protection: Later I ran into the agency’s president at an event and told him how sorry I was to know that his agency was doing so poorly that it could not pay its bills. He was shocked; when I told him my experience, he apologized and promised that it would never happen again and that, if it did, I should call him directly. I thanked him and said that I likely would request a 50% advance on future projects. The client called again, but I was quite busy with other paying clients, so I declined the offer.
Example #2: Approximately 15 years into my business, a pharma client owed me $26,000.00 and refused to pay, first lying and later claiming lack of funds. Determined, I spent weeks and weeks of re-invoicing, emailing, faxing, telephoning, and paper mail. (Note that $2,000.00 comprised a late fee, while $12,000.00 was a kill fee I had written into the contract for early termination of the project.)

My Error: A physician colleague for whom I had worked quite a bit had referred me to this client. Even so, I should never have continued working after the first $12,000.00 was unpaid. Moreover, I should not have continued working beyond $5,000.00 (ie, I should have billed at $5,000.00 and put in no more hours until that was paid).

Resolution: It took about 6 to 7 months of dogged follow-up, but I finally received a check for $7,000.00. By then the company was in receivership with the surrogates trying to clear as much debt as possible, so they were happy to negotiate with me. (Note that early on, the client’s CEO had cashed out several million dollars of stock and disappeared without shame. Several other vendors had tried desperately to collect; not one received payment of any kind. I was the only consultant to get paid anything. (One colleague took them to court for $130,000.00 and got a judgment for that amount—but he never received a single dollar!) To what do I attribute my success? Even though I called constantly I was unfailingly polite and sympathetic, telling them how sorry I was that things had gone so badly, but that I was simply an individual freelance writer who had done this work in good faith. I was put off week after week but was nonetheless always courteous when I called/ wrote/faxed/émailed. Finally, I was able to speak with a surrogate who was not only sympathetic but who also had authority; I told her that $12,000.00 of the $26,000.00 was a kill fee and that I was willing to waive that debt and settle for 50% of the remaining $14,000.00 owed if they would pay me within 3 weeks. Because they were trying to settle at least some debts, she agreed, sent me a waiver to sign, and I received the check as promised. The other vendors were amazed that I received anything at all. Persistence does pay, as does courtesy. I could afford to be doggedly tenacious because I had plenty of other work. Once I found out about the other consultants not being paid either, I became quite calm about it and, in fact, almost made a game out of it: every week I made a call, sent an email, fax or letter—and some weeks all of the above. It became a matter of principle: I was determined to keep trying as long as they were in receivership and there was even the slightest chance of getting paid. I consider myself lucky to have gotten $7,000.00.

Future Prevention: Within a year the company was gone. I never looked back, obviously.

A few important lessons I learned from being burned:

• Always have a signed contract or agreement (even though that may not be sufficient, as you can see from Example #2 where I had an “ironclad contract”).

• Make sure you know the client is trustworthy before accepting the work, unless you have plenty of money to cover losses and are willing to take a risk for a fascinating project or potentially great client—or ask for an advance.

• Set a ceiling, ie, a maximum number of hours or dollars they can owe you before you cease working on the project until you are paid. I chose $5,000.00, which seemed reasonable. Determine your own ceiling based on your needs.

• For foreign clients, where there is no possible legal recourse for collecting on unpaid invoices, request an advance for the amount of your ceiling.

• Do not bill once a month; rather, bill every 2 weeks or even every week if necessary.

• Insist on a 30-day turnaround for all invoices. (Credit cards today have to be paid in less than 30 days; leases and rents are paid once a month; certainly, medical writers should be paid within 30 days of invoice.) If the client’s billing cycle is longer, then get the client to agree up front that you can bill before work is finished so that you still receive payment within your desired 30 days, and include a 10% late fee in your contract.

• Never agree to wait for payment by an agency or CRO “until their client pays them”—your contract is with the agency, not their client.

In 28 years, I am very fortunate to be able to count the number of collection problems I’ve had on 2 fingers. The best way to handle collection problems is to avoid them by working with good clients. But every good client is first a new client, and unless a new client comes to you pre-vetted, you’re taking a bit of a risk until they prove themselves.

At the start of every new client relationship is a teleconference, when we talk about the client’s needs and my capabilities. Whether the client brings it up or not, I also make a financial discussion part of the “getting to know you” call. In fact, I think they like it when I bring it up because most people don’t like to bring up the topic of money. It also lets them know from the very start that I’m a business and that I mean business. I tell them about project estimating; invoicing, including progress billing on larger projects and projects with longer timelines; and that all invoices are due net in 30 days. Payment terms also appear on all of my invoices.

—Cathryn D. Evans
This conversation with new clients is excellent because it establishes a baseline of understanding for both of us. For example, if a client reliably pays on a 45-day cycle but I don’t have that initial conversation with them, I wouldn’t know it and might begin to think they’re a problem client on Day 31. If I know in advance that a client’s payment practices differ from my payment terms, I can choose whether or not to work with them. It puts the control for our financial relationship in my hands.

Even with the best controls in place, some new clients are collection problems. They chew up and spit out freelances with every project because they have no intention of paying or no intention of paying on time, so no one in their right mind would ever work for them again.

I always follow up on projects after they’ve left my hands, which keeps the line of communication open even after invoicing. If there’s a problem with the project that the client hasn’t told me (whether or not it has to do with my work), this may enable me to find out so I can have an opportunity to address it or help the client address it. If there’s going to be a problem with our business relationship, this open line of communication can serve as an early warning system. For example, if the client is uncommunicative or, worse, avoids me, I will be sure to send an email a few days before payment is due on my invoice to make sure the client knows I’m on top of it. Then if I don’t receive payment on the day it’s due I can place a phone call to my contact the very next day.

I would only be this quick and intense about following up if I had reason to suspect the client is going to become a collection problem. Otherwise, to do so would send a signal either that I don’t trust the client or that I’m in dire financial straits, neither of which would be a good message to send to a new client.

Once I had a client who stopped responding to me after I sent my invoice for the first (and only) project. Shortly after delivery of the project my contact had informed me that he was pleased with my work and that I had delivered precisely and accurately on the assignment. But then he fell silent. About 1 week after payment was due I learned that my contact had left the company and that the person who took his place had decided to take the project in a different direction; a direction that included not paying me for my work, which he wasn’t using. I sent a stern letter via certified mail, return receipt requested, explaining that the turn of events had nothing to do with the quality of my work, that I had an email detailing satisfaction with my work, and that if payment wasn’t received by a specific date the next communication would come from my attorney. I copied my attorney on the email. I received a check on the date I had specified.

So, my recommendation for dealing with a collection problem is to do everything possible to avoid one. When a collection problem arises—which sooner or later it will—make sure you keep records of everything, especially client communications about your work, and take swift, stern action with specific consequences. Collection problems don't get better the longer you wait. The faster you take action, the more likely the client will realize you really do mean business and hopefully choose not to mess with you.

—Brian Bass

Q What is your advice to new writers just starting out? What are some things you wish you knew when you started out?

A Treat freelancing like the business that it is, because you can't succeed on talent alone. Be determined to succeed, and be prepared to work hard to build your business.

When I started out back in 1997, I wish I had known 2 key things: (1) more about medical writing, and (2) how to network strategically. If I had known more about medical writing, I wouldn't have wasted time and effort marketing to some people who would never hire me, because they only use scientific medical writers, and I do medical marketing communications. As I learned more about freelance opportunities in medical writing, mostly through AMWA, I adjusted my marketing. So, take the time to figure out where you fit within medical writing in terms of your experience, education, and capabilities, so you can position yourself to attract the right clients.

Joining AMWA within a few months of launching my business and volunteering right away helped me build strong relationships with a lot of people. But I didn't network strategically. It took me years to realize that I needed to be more strategic about networking and to focus more of my time on people who could be the most helpful to me (and me to them). Now I spend most of my networking time and effort on my key contacts and on people who are most likely to become key contacts.

—Lori De Milto

Some things are absolutely necessary to a freelance business owner. Here are my suggestions:

• **An accountant.** Why attempt becoming an expert at accounting when my skills and interests are in editing and writing? I pay my accountant to keep up to date with the tax laws. I file quarterly taxes and prepare tax information for my accountant, who handles the paperwork.

• **A way to organize and total receipts for tax time.** I use https://www.shoeboxed.com. I send my receipts to them in an envelope; they scan and make the receipts available in various spreadsheets for easy integration with QuickBooks.
or other accounting software. I print separate spreadsheets for each itemized category.

- **A DBA (“doing business as”).** Google “how to obtain a DBA in [insert your state]” for state-specific information. In New York at least, corporations, limited partnerships, and limited liability companies are required by statute to conduct activities under their true legal name. All other entities, such as sole proprietorships, file an assumed name certificate. This is the first step to creating a professional business profile.

- **A separate business checking account.** You need to be able to deposit checks made out to your personal name as well as to your business name.

- **IT support.** Either Geek Squad or a local computer person can help sort out any issues with software or combining hardware. Whenever I buy a new component such as a printer, new antivirus software, or a computer, I find it takes as long as 2 weeks before all the components are integrated seamlessly. I sometimes don’t find the issues until I use a component and some file or feature is not correctly linked with the other parts of my workstation.

Things that are nice to have but I have managed without:

- An automated project timer
- An automated invoice system
- A website

I have used my own time sheets and a customization of Word’s invoice template since I went freelance in 1997. Faster, more streamlined methods of timekeeping and invoicing exist, but I am loathe to try something new because my existing methods work well.

Regarding a website: I know that a website provides a professional showcase and could be a way to increase my business, but I find LinkedIn allows me to post useful PDFs and detail my skills. I do not want to attract cold prospects and I have been happy with the growth of my business using just my natural networking techniques and LinkedIn.

—Melissa L. Bogen

**Five years into my medical writing and editing career, I led a roundtable about my lessons learned. Looking back at those, here is my advice to writers beginning their careers:**

1. **Attend the AMWA classes on how to start a freelance career.** The advice about setting up a business, contracts, and where to find clients is invaluable.

2. **Network at as many AMWA events as you can attend, or even organize an event yourself!** One of my favorite experiences to relay is that, as a regional coordinator for my chapter, I had just 2 people attend an event that I had organized—but even that small event led to securing a key client. I’ve also gained work at nearly every AMWA conference I’ve attended, including the national conferences, so definitely go to them.

3. **Also network within non-work groups.** My talking to another mother in our mom’s group about how I’d like to combine my love of writing and my science background led me to learn about AMWA.

4. **Before you write something, confirm the references you plan to cite with your client.** It’s much harder to revise work with other references if you choose the wrong ones at the beginning.

5. **If you discuss a raise or price point with a client, state those numbers in a follow-up email so that you can refer to it.** Twice, I’ve had clients say they didn’t recall promising a raise, so proof is needed.

6. **Consistently follow up with clients when you’re trying to “get in the door.”** They may not have work the first or second time you talk to them, but checking in with them every 4 months or so will allow you to tell them what you’ve been working on in the meantime, and eventually they may have a match for you.

7. **Set a comfortable timeline for your due dates, and check in with your client to ensure that they’ll meet their deadlines in delivering materials to you.**

8. **Don’t rush when emailing a client, especially if you are upset about something.** Write an email and then take some time off before reviewing and sending it.

9. **When editing someone’s work, be ever so gentle in tracking changes or emails.**

10. **Volunteer to write health- or medical-based articles for your local newspaper to generate writing samples.** When I was starting out, I covered a healthy heart seminar at my library and had it published in the local paper.

—Cherie Dewar

**As a medical writer, what are your favorite online resources?**

**As a medical editor rather than a writer, I rely on sites that help me check work of medical writers. Here is my list of go-to websites that I use every day or nearly every day:**

- **PubMed Single Citation Matcher (https://www.ncbi.nlm.nih.gov/pubmed/citmatch):** Because I use PubMed Single Citation Matcher every day, this site is my home page. This site has search boxes for journal name; year (month and day are optional); volume, issue, and first page; author name (with options to limit the author search to the first- or last-
As a medical writer, I frequently consult several websites as I complete my projects. Here is a list of some of the more frequently consulted sites:

- **https://www.ncbi.nlm.nih.gov/pmc**: Most medical writers should know this resource. This is a free archive of peer-reviewed medical articles that are maintained by the National Institutes of Health (NIH) Library of Medicine. The website is fully searchable using several parameters. Free full-text links to articles are cited when available.

- **https://www.drugs.com**: This independent medicine information website has information on prescription drugs, over-the-counter medicines, and natural products. They source their data from validated sources such as Micromedex, Cerner Multum, Wolters Kluwer, the American Society of Health System Pharmacists, and others. It is a great source of information on the latest drugs.

- **https://clinicaltrials.gov**: This NIH website is a registry of publicly and privately supported international clinical studies. You can search for clinical trials based on topics or study names. ClinicalTrials.gov currently lists clinical studies with locations in all 50 states and 195 countries. It also lists the publications for the trials, although I have not found those to be comprehensive.

- **https://guideline.gov**: This is a website created by the Department of Health and Human Services and The Agency for Healthcare Research and Quality (AHRQ). It is a public resource for summaries of evidence-based clinical practice guidelines. The guidelines are categorized by clinical specialties, and the website is fully searchable. However, it includes international guidelines, so make sure you keep that in mind. You can filter results for US-based organizations only.

- **http://www.uptodate.com/home**: This is an evidence-based, physician-authored clinical decision and support resource that is used by many physicians. However, you need a subscription to access the full articles. It gives current and up-to-date info on the disease, treatment, and available guidelines.

Other websites

Depending on the disease state that I am writing for, I also look at disease-specific organization's websites, such as the American Diabetes Association (diabetes.org) or National Cancer Institute (cancer.gov). The Centers for Disease Control (cdc.gov) is also helpful for statistical information on various disease states. Medscape.com is also a great resource on multiple levels.

—Ruwaida Vakil

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**WANTED**

Reporters!

Will you be attending any Open Sessions at this year’s Medical Writing & Communication Conference in Orlando? Would you be interested in reporting on a session for the AMWA Journal?

Please contact journaleditor@amwa.org