

Roper St. Francis Healthcare Joint Providership Agreement for Live Activities

Name of Joint Provider:	Joint Provider Contact Name:
Joint Provider Contact Information:	
Address:	
Phone #:	
Email Address for correspondence:	
Title of Activity:	Activity Date:
Activity Location:	Activity Start and End Time(s):

Purpose and Intent of Agreement: Roper St. Francis Healthcare (RSFH) is accredited by The Medical Association of Georgia (MAG) to provide accredited continuing education. RSFH is responsible for ensuring that their education is fair and balanced and that any clinical content presented supports safe, effective patient care. RSFH will ensure content validation by:

1. All recommendations for patient care in accredited continuing education must be based on current science, evidence, and clinical reasoning, while giving a fair and balanced view of diagnostic and therapeutic options.
2. All scientific research referred to, reported, or used in accredited education in support or justification of a patient care recommendation must conform to the generally accepted standards of experimental design, data collection, analysis and interpretation.
3. Although accredited continuing education is an appropriate place to discuss, debate, and explore new and evolving topics, these areas need to be clearly identified as such within the program and individual presentations. It is the responsibility of RSFH as an accredited provider to facilitate engagement with these topics without advocating for, or promoting, practices that are not, or not yet, adequately based on current science, evidence, and clinical reasoning.
4. RSFH will not engage in an accredited joint providership with an organization if they advocate for unscientific approaches to diagnosis or therapy, or if their education promotes recommendations, treatment, or manners of practicing healthcare that are determined to have risks or dangers that outweigh the benefits or are known to be ineffective in the treatment of patients.

RSFH will require all joint providers to meet applicable ACCME criteria, standards, and policies.

Activity Independence from Ineligible Companies: As an accredited provider, RSFH is responsible for ensuring that their education free from commercial bias and marketing. RSFH will ensure that all decisions related to the planning, faculty selection, delivery, and evaluation of accredited education are made without any influence or involvement from the owners and employees of an ineligible company. An ineligible company(ise) are those whose primary business is producing, marketing, selling, re-selling, or distributing healthcare products used by or on patients. Accredited education must be free of marketing or sales of products or services. Faculty may not actively promote or sell products or services that serve their professional interests during accredited education. **The accredited provider must not share the names and contact information of learners with any ineligible company or its agents without explicit consent of the individual learner.**

Please initial _____ that you understand this statement.

RSFH and Joint Provider Specific Responsibilities: The Joint Provider will be responsible for creating the content for the activity. RSFH will review the activity and proposed content and assess whether they meet the appropriate and applicable CME standards and regulations. The Joint Provider shall comply with RSFH's directions, including but not limited to editing the content of the activity, in order to achieve or maintain compliance with ACCME standards and guidance. If, at any point, RSFH determines in its sole discretion that the activity or content thereof does not meet the applicable CME standards and regulations, RSFH may withdraw its accreditation and terminate this agreement immediately upon notice to the Joint Provider.

The agreement identifies the actions required for both RSFH and the Joint Provider for a successful activity. The duties and responsibilities for these actions have been identified. The Joint Provider may not post, print, or otherwise deployed until the RSFH CME Office has reviewed and approved in writing the following:

1. Marketing material
2. Presentations, handouts, and any other content related to the activity
3. Any learner assessments or evaluation tools including pre-tests or post-activity evaluations.

The Joint Provider may not use RSFH's name, marks, logos or the like without prior written approval in each instance.

Disclosure and Mitigation of Relevant Financial Relationships: Many healthcare professionals have financial relationships with ineligible companies. These relationships must not be allowed to influence accredited continuing education. RSFH is responsible for identifying relevant financial relationships between individuals in control of educational content and ineligible companies and managing these to ensure they do not introduce commercial bias into the activity. Financial relationships of any dollar amount are defined as relevant if the educational content is related to the business lines or products of the ineligible company. The accredited provider will follow all ACCME guidelines when developing accredited continuing education.

1. The CME Office will collect a disclosure form from all planners, faculty, and others in control of the educational content about **all** their financial relationships with ineligible companies within the prior **24** months. There is no minimum financial threshold; individuals must disclose all financial relationships, regardless of the amount, with ineligible companies. Individuals must disclose regardless of their view of the relevance of the relationship to the educations. The disclosure must include the name of the ineligible company with which the person has a financial relationship. The nature of the financial relationship (e.g., employee, researchers, consultant, advisor, speaker, independent contractor (including contracted research), royalties or patent beneficiary, executive role, and ownership interest). Individual stocks and stock options should be disclosed; diversified mutual funds do not need to be disclosed. Research funding for ineligible companies should be disclosed by the principal or named investigator even if that individual's institution received the research grant and manages funds.
2. The CME Office will review the financial relationships to identify individuals who are owners or employees of ineligible companies. These individuals must be excluded from controlling content or participating as planners or faculty in accredited education. There are three exceptions to this exclusion – employees of ineligible companies can participate as planners or faculty in these specific situations:
 - a. When the content of the activity is not related to the business lines or products of their employer/company.
 - b. When the content of the accredited activity is limited to basic science research, such as pre-clinical research and drug discovery, or the methodologies of research, and they do not make care recommendations.
 - c. When they are participating as technicians to teach the safe and proper use of medical devices, and do not recommend whether or when a device is used.
3. The CME Office will review all financial relationships to determine which are relevant to the activity. Financial relationships are relevant if the educational content an individual can control is related to the business lines or products of the ineligible company. Steps to mitigate relevant financial relationships from inserting commercial bias into content will be taken by the CME Office.

Communication of Disclosure Information to Learners: The CME Office will provide the disclosure information required to be presented to learners **prior** to engaging in the accredited education.

Appropriate Use and Management of Commercial Support: RSFH may choose to accept commercial support for an educational activity. Commercial support is defined as financial or in-kind support from ineligible companies. The accredited provider is responsible for ensuring that the education remains independent of the ineligible company and the support does not result in commercial bias or commercial influence in the activity. The commercial support does not establish a financial relationship between the ineligible company and the planner, faculty, and others in control of content of the education.

The accredited provider must make all decisions regarding the receipt and disbursement of the commercial support.

- a. Ineligible companies must not pay directly for any of the expenses related to the education or the learners.
- b. RSFH may use the commercial support to fund honoraria or travel expenses of planners, faculty, and others in control of content for those roles only.
- c. The accredited provider may not use commercial support to pay for travel, lodging, honoraria, or personal expenses for individual learners or groups of learners in accredited education.
- d. The accredited provider may use commercial support to defray or eliminate the cost of the education for all learners.

The terms, conditions, and purposes of the commercial support between the accredited provider and the ineligible company must be documented in an agreement between the ineligible company and the accredited provider. The agreement must be executed prior to the start of the accredited education. An accredited provider can sign onto an existing agreement between an accredited provider and a commercial supporter by indicating its acceptance of the terms, conditions, and the amount of commercial support it will receive. The accredited provider will keep an accounting of the amount or kind of commercial support received and how it was used. The joint provider will complete the CME Financial Activity Report provided by RSFH after the activity.

The accredited provider will provide an accounting of all disclosures to the learners.

Managing Ancillary Activities Offered in Conjunction with Accredited Continuing Education: RSFH will ensure that education is separate from marketing by ineligible companies – including advertising, sales, exhibits, and promotion and from nonaccredited educations offered in conjunction with accredited continuing education.

The accredited provider will ensure that arrangements made to allow ineligible companies to market or exhibit in association with accredited education will not:

- a. Influence any decisions related to the planning, delivery, and evaluation of the education.
- b. Interfere with the presentation of the education.
- c. Be a condition of the provision of financial or in-kind support from ineligible companies for the education.

RSFH will ensure that learners can easily distinguish between accredited education and other activities.

- a. Live educational activities: the marketing, exhibits, and nonaccredited education developed by or with influence from an ineligible company or with planners or faculty with unmitigated financial relationships must not occur in the educational space within 30 minutes before or after the accredited activity. Activities that are part of the event but are not accredited for continuing education must be clearly labeled and communicated as such.
- b. Print, online, or digital accredited education: Learners must not be presented with marketing while engaged in the accredited activity. The learners must be able to engage in the accredited activity without having to click through, watch, listen to, or be presented with product promotion or product-specific advertisement.

- c. Educational materials associated with the accredited education such as slides, abstracts, handouts, evaluations mechanisms, or disclosure information, must not contain any marketing produced by or for an ineligible company, including corporate or product logos, trade names, or product group messages.
- d. Information distributed about accredited education that does not include educational content, such as schedules and logistical information, may include marketing by or for an ineligible company.
- e. Ineligible companies may not provide access to or distribute accredited education to learners.

Ensuring Valid Content: RSFH will ensure that all accredited activities are fair and balanced and that any clinical content presented supports safe, effective patient care.

1. All recommendations for patient care in accredited continuing education must be based on current science, evidence, and clinical reasoning, while giving a fair and balanced view of diagnostic and therapeutic options.
2. All scientific research referred to, reported or used in accredited education in support or justification of a patient care recommendation must conform to the generally accepted standards of experimental design, data collection, analysis, and interpretation.
3. The discussion, debate and exploration of new and evolving topics must be clearly identified in the program and individual presentations. RSFH will ensure engagement with these topics without advocating, or promoting practices that are not, or not yet, adequately based on current science, evidence, and clinical reasoning.
4. RSFH will not accredited any activity that advocates for unscientific approaches to diagnosis or therapy, or if the education promotes recommendations, treatment, or manners of practicing healthcare that are determined to have risks or dangers that outweigh the benefits or are known to be ineffective in the treatment of patients.

Preventing Commercial Bias and Marketing: RSFH will ensure that accredited education protects learners from commercial bias and marketing. All decisions related to the planning, faculty selection, delivery, and evaluation of an accredited activity are made without any influence or involvement from the owners and employees of an ineligible company. The accredited education must be free of marketing or sales of products or services. Faculty must not actively promote or sell products or services that serve their professional or financial interests during the accredited activity.

RSFH, nor the Joint Provider will not share the names or contact information of learners with any ineligible company or its agents without the explicit consent of the individual learner.

Evaluation Data: An evaluation tool will be developed for the accredited educational activity by RSFH.

Joint Provider Reporting Requirements (Attendance/Activity Records): The Joint Provider will maintain an attendance/activity roster of the accredited program and provide a completed copy to the CME Office after the activity.

Miscellaneous Information: This agreement will become effective once both parties sign and execute the agreement for the established dates. RSFH reserves the right to terminate the agreement or rescind credit for failure to meet any of the above requirements that may place them in non-compliance with the ACCME requirements or other state, federal or regulatory authority requirements.

Either party may terminate the agreement with thirty (30) days written notice to the other party at any time, with or without cause. In the event of termination, the joint provider will be responsible for paying RSFH the non-refundable application fee if the activity takes place. If the activity does not take place, the amount due will be pro-rated by the percentage of work that is completed. RSFH reserves the right to immediately terminate the agreement or rescind credit for failure to meet any of the above requirements that may, in the RSFH discretion, place RSFH in non-compliance with the ACCME requirements or other state, federal or regulatory authority requirements.

While the agreement remains in place, RSFH may take whatever steps its reasonably believes necessary to maintain compliance with applicable laws, policies, and regulations including but not limited to ACCME accreditation criteria and policies. The joint provider will abide by the RSFH judgment on these matters and will immediately cooperate with RSFH request and directions in this regard.

The joint provider will perform all of its obligations in full compliance with all applicable laws, regulations, standards, policies and guidance, and will indemnify and hold harmless the RSFH employees, officers and assigns against any damages, cost, or expenses, including reasonable attorney's fees, due to any claim by any third party regarding the activity or the materials or arising out of any breach by the joint provider of any term or representation of this agreement. RSFH will give the joint provider prompt notice of any such claim.

Joint Provider Signatures: By signing this agreement, the joint provider agrees to follow the information provided within the agreement.

Accredited Provider: Roper St. Francis Healthcare	CME Contact: Kara L. Melin
Signature:	Date

Joint Provider Name:	Contact Name:
Signature:	Date:

Joint Providership Check List:

Activity Responsibility/Task	RSFH	Joint Provider
Participate in initial consultation meeting	√	√
Complete and sign Joint Providership Agreement	√	√
Complete activity planning document/application		√
Complete disclosure forms from planners & faculty		√
Identify and mitigate conflicts of interest	√	
Develop activity agenda		√
Prepare and submit activity budget		√
Prepare activity needs assessment		√
Prepare learning objectives		√
Prepare and submit for review invitations, brochures and promotional materials		√
Award <i>AMA PRA Category 1 Credit</i> [™]	√	
Identify and recruit qualified faculty and moderators		√
Solicit commercial support (if applicable)		√
Solicit exhibitors (if applicable)		√
Review invitations, brochures and promotional materials	√	
Review educational content to ensure compliance with ACCME's CME Clinical Content Validation Policy/Standard	√	
Develop and revise activity evaluation	√	
Collect faculty presentations and submit to RSFH CME Office 2 weeks prior to activity		√
Prepare CME Disclosure Acknowledgement Notification for learners	√	
Prepare CME certificates	√	
Provide CME Office with complete attendance roster		√
Ensure the appropriate accreditation statement is used	√	
Collect registration and commercial support payments		√
Prepare CME Activity Financial Report		√