Continuing Education Activity Information
Joint Providership Agreement

CME Activity Title: 
Date of Activity: 
MMS Lead Representative: 
Name of Joint Provider: 
Joint Provider Lead Representative: 

Preface:
As an accredited Provider of continuing medical education (CME) activities, the Massachusetts Medical Society (MMS) may, from time to time, jointly provide CME Activities with non-accredited organizations. In such cases, MMS will enter into a written agreement with appropriate representatives from the organizations involved. The "Joint Providership Agreement" will clearly define the parameters of the cooperative relationship by delineating the roles and responsibilities of each party.

The Massachusetts Medical Society (MMS) and Joint Provider agree to enter into a Joint Providership arrangement, the terms and conditions of which are to plan and implement the above referenced continuing medical education (CME) activity. This agreement is effective from______to_____, or until such time as all responsibilities outlined herein are fulfilled.

As part of Joint Providership Agreement, the MMS and Joint Provider agree to the terms and conditions described below.

1. **ROLE OF THE ACCREDITED PROVIDER**
As the accredited provider of the CME activity, the MMS will take all actions necessary to ensure compliance with the Essentials for Accreditation and ACCME Standards for Commercial SupportSM of Continuing Medical Education. Any action not explicitly stated here, but deemed necessary by the MMS to comply with these requirements will be implemented.

2. **EDUCATIONAL ACTIVITY DEVELOPMENT**
a. The MMS is responsible for ensuring that the content, quality, and scientific integrity of the CME activity are compliant with currently adopted standards for continuing medical education.

b. Joint Provider  is responsible for (check one)

i. _____ developing the proposed curriculum
ii. _____ developing the proposed curriculum in cooperation with the MMS Committee on _______________.
iii. _____ developing the proposed curriculum with MMS staff in the Department of _________________.

c. All planning sessions must be documented by the organization and all such information forwarded to the MMS upon completion of the activity.

d. Learning objectives must be developed for each presentation and must be printed on all promotional brochures.

e. The party responsible for developing on-site materials for the activity may be asked to print the following statement in the on-site materials (e.g., on the agenda, or on a separate piece of paper and placed with the speakers’ biographies): “The content of each presentation does not necessarily reflect the views of the

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3. The MMS assumes responsibility for:
   a. verifying the needs assessment
   b. approving the activity content, objectives and proposed faculty in consultation with the organization (or Joint Provider)
   c. reviewing site selection
   d. overseeing development of brochures and promotional materials
   e. awarding appropriate CME credits/certificates
   f. maintaining records

4. Activity budget and funds administration must be approved by the MMS.

5. The MMS will provide the necessary materials for obtaining:
   a. speaker disclosure
   b. learning objectives
   c. taping releases (if applicable)
   d. activity evaluation

6. PROMOTIONAL MATERIALS
   a. The content of all brochures and promotional materials must be reviewed and approved by the MMS. The MMS must be listed on all materials as Accredited Provider. No materials pertaining to the CME activity will be distributed without the review of all parties and the consent of the MMS.

   b. All continuing medical education activity announcements (brochures) must include the stated activity objectives AND the following language:

   AMA Credit Designation Statement:

   The Massachusetts Medical Society designates this live activity for a maximum of ________AMA PRA Category 1 Credit™. Physicians should claim only the credit commensurate with the extent of their participation in the activity.

   (and, when appropriate)
   This activity meets the criteria of the Massachusetts Board of Registration in Medicine for risk management study. OR (number of credits) credits meet the criteria of the Massachusetts Board of Registration in Medicine for risk management study.

   Accreditation Statement:

   This activity has been planned and implemented in accordance with the accreditation requirements and policies of the Accreditation Council for Continuing Medical Education through joint providership of the Massachusetts Medical Society and (the name of the non-accredited provider). The Massachusetts Medical Society is accredited by the Accreditation Council for Continuing Medical Education to provide continuing medical education for physicians.

   c. No statement of credit can be printed in the materials or promotional mailings without notification from MMS that credit has been awarded. DO NOT STATE "MMS credit applied for" or similar wording.

7. COMMERCIAL SUPPORT
   The MMS strictly adheres to the ACCME Standards for Commercial Support™. Consequently, Joint Provider must inform representatives from commercial supporters of the following:

   a. All financial support for the activity must be in the form of educational grants.
b. The MMS must be apprised of all educational grants and the way in which they have been disseminated. When there is commercial support, there must be a written agreement that:

- Itemizes how the commercial support will be used in the development and presentation of the CME activity;
- Itemizes the organizations involved in the activity (e.g., joint Providers, education partners, managers);
- Specifies the organizational name of the commercial interest(s) that supplied the funds;
- Specifies what funds or in-kind services will be given by the commercial supporter to support the provider’s activity;
- Assurance that no funds or other in-kind resources from the commercial supporter are paid or provided directly to any faculty member or others involved in the development of the activity; and
- Is signed by the commercial interest AND the MMS.

c. **Joint Provider is responsible for making sure the MMS reviews, approves, and signs the grant agreement prior to the activity.**

d. Educational grants will not be used to pay for lodging, registration fees, honoraria or personal expenses for non-faculty attendees.

e. Joint Provider must provide representatives from commercial supporters with a copy of the **ACCME Standards for Commercial SupportSM**, and all commercial supporters must be in agreement and compliance with said standards.

f. Commercial support will be acknowledged in printed announcements and materials. **Reference will not be made to specific products manufactured or provided by the commercial supporter.**

g. No commercial promotional materials will be displayed or distributed in the same room immediately before, during, or immediately after an educational activity certified for credit.

h. Representatives of commercial supporters may attend the CME activity, but may not engage in sales activities while in the room where the activity takes place.

i. The content of slides and reference materials is the responsibility of faculty and must not demonstrate bias to a trademark product. Educational materials that are part of a CME activity, such as slides, abstracts and handouts, cannot contain any advertising, corporate logo, trade name or a product-group message of an ACCME-defined commercial interest. **In keeping with the current ACCME Standards for Commercial SupportSM of CME, it is our practice to review the content of presentations prior to each activity to ensure balance and unbiased content. The MMS requires that Joint Provider submit an electronic version of each speaker’s presentation to the MMS two weeks prior to activity date if the MMS determines that a potential conflict of interest is indicated.**

j. Commercial supporters may not require that they be involved in the preparation of educational materials as a condition of their financial support.

k. Commercial supporters are to be advised of the distribution of their grant following the execution of the CME activity.

8. **EDUCATIONAL ACTIVITY EVALUATION**

All educational activities must be formally evaluated. The MMS will provide a web-based evaluation to be completed by attendees following the activity. MMS will provide instructions for doing this via an Information Sheet, which must be distributed to all attendees. An evaluation summary, prepared by the will be sent to the Joint Provider 30-60 days after the activity.
9. DISCLOSURE OF FINANCIAL INTERESTS AND OFF LABEL USES
The MMS requires the financial disclosure of any relevant financial interest or other relationship that a course content developer, faculty or activity planner has with any entity producing, marketing, re-selling, or distributing health care goods or services consumed by, or used on, patients which is discussed in the educational presentation or included in the course content. All individuals in a position to control CME content including course content developers, faculty and activity planners are required to comply. Failure to do so will delay activity launch until resolved. If unresolved, the joint providership agreement may be terminated. The MMS will send disclosure forms to both activity planners and speakers with the expectation that they be filled out and signed prior to the activity. The Joint Provider is responsible for making sure that all activity planners and speakers fill out and return said forms by the requested date.

Faculty members are also required to disclose if the product being addressed is not labeled for the use under discussion. Compliance that this disclosure has taken place must be documented. **This information must be disseminated to all activity participants.**

10. FINANCIAL MANAGEMENT
Responsibility will be determined by mutual agreement of the MMS and Joint Provider. Joint Provider will, at the conclusion of the activity, complete and submit an Activity Financial report, detailing all revenue and expenses associated with the activity. This information is kept on file to meet MMS requirements.

In the event that the MMS pays all out of pocket costs and contributes in-kind the following resources in addition to items specifically referenced above: printing of brochure, space for conducting activity, audiovisual equipment, production of course materials, registration, staff for the day of activity, the MMS may provide registration at no charge to MMS staff and others at its discretion.

11. DOCUMENTATION
Joint Provider, within two weeks after the activity, will forward all materials related to design and implementation of the activity, including attendance roster (including names, titles, and addresses), evaluations, planning session minutes, letters, memos, handouts, and brochures to the MMS to establish permanent documentation of the activity.

**Checklist for CME Activities**

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<tr>
<th>Responsibility</th>
<th>MMS</th>
<th>Joint Provider</th>
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<tbody>
<tr>
<td>Conduct Needs Assessment</td>
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<td>Determine educational objectives &amp; audience</td>
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<td>Determine content</td>
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<td>Select faculty</td>
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<td>Prepare application for Joint Providership</td>
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<td>Determine Fees</td>
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<td>Logistics</td>
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<td>Develop conference marketing materials</td>
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<td>Distribute conference marketing materials</td>
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<td>Print conference materials (handouts)</td>
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<td>Process registration</td>
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<td>Arrange for AV equipment</td>
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<td>Develop, distribute, and calculate results of activity evaluation</td>
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<td>Award CME credit</td>
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<tr>
<td>Ensure that all activity planners and speakers return disclosure forms by required date</td>
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<td>Provide speaker presentations to MMS for review prior to activity</td>
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<td>Enter into agreements with commercial Providers</td>
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<td>Administer budget</td>
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<td>Prepare and submit CME Activity Financial Report</td>
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<td>Reimburse vendors</td>
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<tr>
<td>Provide a roster of all attendees to the MMS immediately after</td>
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IMPORTANT: Joint Provider is responsible for making sure all planners and speakers understand, and agree to comply with, the MMS Policy on Ensuring Independence in CME Activities when they agree to participate in the CME activity. In addition, Joint Provider agrees to provide the MMS with copies of all speaker presentation slides, handouts, and/or other materials to be presented to the audience PRIOR TO THE ACTIVITY for review, upon request. If speaker or planner indicates a potential conflict of interest, the MMS will require the presentations to be submitted two (2) weeks prior to the activity. Joint Provider also agrees to assist the MMS in acquiring signed Speaker and Planner disclosure forms by deadlines stated in said forms. An individual who refuses to disclose relevant financial relationships prior to the activity will be disqualified from participating.

Please indicate your agreement to the above statement by initialing here: _________________

Continuing Medical Education Activity Joint Providership Fee:

The Joint Providership fee for this CME activity will be ..... Joint Provider will be invoiced within 30 days following the completion of the activity. [Because of the MMS’s relationship with _____________, this fee has been waived for this CME activity.]

I ______________________________ representing __________________________________________
enter into a Joint Providership agreement with the Massachusetts Medical Society effective ____________. Date

For: __________________________________________
    (Joint Provider organization)

Name: __________________________________________
Title: __________________________________________
Signature: ______________________________________
Date: _______________________________________

For: Massachusetts Medical Society

Name: __________________________________________
Title: __________________________________________
Signature: ______________________________________
Date: _______________________________________

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