

JOINT PROVIDERSHIP AGREEMENT (“AGREEMENT”)

Between

The University of Florida Board of Trustees for the Benefit of
The College of Medicine Continuing Medical Education (“University”)

And

Educational Partner (“Joint Provider”)

FOR PLANNING, DEVELOPING, AND PRODUCING EDUCATIONAL ACTIVITY

Joint Provider Name
(Company/Division): _____

Address: _____

City, State, and Zip: _____

Telephone: _____ Contact Person: _____

Email Address: _____

Title and Type of Educational Activity (“Activity”): Live Enduring _____

Location of Activity: _____

Date(s) of Activity: _____

1. Purpose and Intent of Agreement:

University and Joint Provider intend to collaborate and cooperate in the development of a medical professional development program that may be presented to audiences with the granting of continuing medical education (CME) credits. University and Joint Provider will strive to plan, develop, produce and implement an educational program that is medically and scientifically accurate and balanced and of high educational value. University and Joint Provider agree that they both intend to fully comply with the standards and requirements of the Accreditation Council for Continuing Medical Education (ACCME), including the ACCME “Standards for Commercial Support for Continuing Medical Education”, and the Food and Drug Administration Guidance on Industry-Supported Scientific and Educational Activities. University and Joint Provider also agree that they intend to fully comply with other applicable guidelines, such as the PhRMA Code on Interactions with Healthcare Professionals.

2. University and Joint Provider General Responsibilities:

- a. University and Joint Provider shall ensure that the Activity is accomplished only for educational purposes, will be scientifically balanced and fair, and for live events, shall include an opportunity for attendees to engage in meaningful discussion or questioning during or immediately following the Activity.
- b. University and Joint Provider shall maintain full control over the Activity’s content and selection of the faculty, presenters or moderators. University and Joint Provider agree that any commercial support for Activity shall not be conditioned on the commercial supporter’s involvement in the Activity agenda, choice of topics, content, selection and recruitment of presenters or moderators, or Activity site selection.
- c. University and Joint Provider shall both be integrally involved in planning the educational Activity. University will determine how Activity planning is accomplished and which party has responsibility for various portions of Activity planning, development and implementation. University will make this determination in collaboration with Joint Provider.

- d. University shall be responsible for final approval of the Activity's educational content and shall issue CME credit based upon attendance records provided by Joint Provider. When applicable, University shall provide a representative to attend the Activity.
- e. Joint Provider may seek commercial support for Activity. University and Joint Provider agree that any commercial support for Activity will be arranged consistent with the standards and requirements of the ACCME, including the ACCME "Standards for Commercial Support for Continuing Medical Education", and accompanied by a Letter of Agreement between the commercial supporter and University. Joint Provider agrees that it will present Letters of Agreement to University for review and signature before execution, and that an executed Letter of Agreement will be completed and presented to University prior to Activity for any and all commercial support.
- f. University and Joint Provider agree that no commercial promotional activities or commercial product-specific activities shall take place during the Activity, and that all such activities or materials shall be kept separate from the Activity.
- g. University and Joint Provider shall ensure that all Activity promotional materials shall disclose and acknowledge the source of any commercial support for the Activity and that any such support shall be disclosed to the audience at the outset of the Activity.
- h. University and Joint Provider agree that the presence, absence, and description of all relevant financial relationships of the Activity director, planning committee members, teachers, faculty or authors shall be disclosed to Activity attendees at the beginning of the Activity.
- i. University and Joint Provider agree that no commercial payment other than that included in the Activity agreement and budget shall be paid to the Activity director, planning committee members, teachers, authors, or any other individual associated with the Activity.
- j. Joint Provider shall submit copies of all marketing or other materials about the Activity including, but not limited to, mailings, brochures, flyers, web page designs, or other enduring materials to University for review and approval prior to production or distribution.
- k. Joint Provider shall provide University with documentation of Activity planning, evaluation, attendance, and finances, including a complete budget reconciliation following the completion of the Activity. Joint Provider shall provide University any additional documentation necessary to comply with ACCME requirements or as otherwise required by any applicable state, federal or regulatory authority.
- l. University shall maintain final documentation of Activity planning, evaluation, attendance, and finances, including a complete budget reconciliation for audit purposes.

3. University and Joint Provider Specific Responsibilities:

University and Joint Provider agree that ensuring coordination of specific Activity responsibilities is necessary to ensure that Activity is completed successfully. The division of specific Activity responsibilities between University and Joint Provider is listed on Attachment A of this Agreement. Any changes in this division of specific Activity responsibilities shall be accomplished only by written mutual consent of University and Joint Provider.

4. Payment for Services and Fiscal Responsibilities:

- a. When administration of an educational grant is delegated to Joint Provider, Joint Provider will reimburse University for CME accreditation services, as well as for other services outlined in Section Two (2) and Section Three (3) of this Agreement, as provided for on Attachment B of this Agreement. Joint Provider shall make payment by check made payable to the University of Florida.

b. (Check one)

University and Joint Provider agree that University will collect fees paid by attendees to attend the Activity and administer any other support for the Activity in accordance with the laws, regulations and policies of the State of Florida and the University of Florida. University will disburse Activity funds in accordance with the Activity budget mutually approved by University and Joint Provider.

University and Joint Provider agree that Joint Provider will collect and disburse fees paid by attendees to attend the Activity and administer any other support for the Activity. Joint Provider will disburse Activity funds in accordance with the Activity budget mutually approved by University and Joint Provider.

- c. Joint Provider agrees that if Activity revenues fall short of Activity expenses, including any applicable University fees and expenses, Joint Provider shall be responsible for reimbursing University for any and all shortfall amounts. University shall provide Joint Provider appropriate invoices for any shortfall amounts that are the responsibility of Joint Provider.

5. Miscellaneous:

- a. This Agreement shall become effective upon execution by both parties (the "Effective Date"), and shall continue until activity and payment are complete, unless the Agreement is terminated as provided herein. Either party may terminate the Agreement upon thirty (30) days written notice to the other party at any time, with or without cause. In the event of termination, Joint Provider shall only be responsible for paying University those amounts actually spent, or irrevocably committed by University with respect to the Activity.
- b. The relationship created by this Agreement is one of independent contractors. Nothing in this Agreement shall be construed to create any other relationship between the parties. This Agreement does not constitute either party as the agent, legal representative, or employee for any purpose whatsoever of the other party, and neither party is hereby granted any right or authority to assume or create any obligation for, or on behalf of, or in the name of, or in any way bind the other party.
- c. The failure or delay of either party to insist upon the strict performance of any term, condition, or covenant of this Agreement, or to exercise any right, power, or remedy hereunder or consequent upon a breach hereof shall not constitute a waiver of any such term, condition, covenant, right, power, or remedy or of any such breach or preclude the parties from exercising any such right, power, or remedy at any later time or times. Any waiver or consent given hereunder shall be effective only in the specific instances and for the specific purpose for which it is granted.

University of Florida

By: _____
Print Name: Marvin A. Dewar, MD, JD
Title: Sr. Assoc. Dean & CEO, UF Health Physicians
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

ATTACHMENT A

SPECIFIC SERVICES RESPONSIBILITIES

Professional Services

	UNIVERSITY	JOINT PROVIDER	N/A
<u>Activity Planning and Promotion Service</u>			
Review activity plans with the organization; advise on activity needs, including, but not limited to, a realistic timeline, promotion or marketing plan, site selection, source of income, and personnel needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plan and document scientific program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prepare appropriate learning objectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify qualified presenters and moderators	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Produce, assemble and mail formal invitations to speakers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Solicit potential supporters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Log and document correspondence, meetings, and other planning activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prepare, produce, and disseminate promotional materials. Must be reviewed by CME office prior to printing to assure compliance with accreditation requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Hotel & Venues</u>			
Coordinate all activity and catering services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coordinate meeting room set-up	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arrange audiovisual equipment and on-site support	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coordinate exhibitor set-up	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Book speaker sleeping rooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide on-site conference planning personnel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Process on-site registration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Activity Implementation Services</u>			
Generate registration reports, including a registration list and sign-in sheets.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Print and assemble program materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Design and print signs for exhibitors/contributors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prepare name tags for all participants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prepare CME and CEU certificates for participants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Develop appropriate Activity Evaluation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Take and maintain accurate Activity attendance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ship all program materials to meeting site.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Fiscal Management Services</u>			
Provide full fiscal management with complete accountability, reports, payment of all bills, preparation and processing of all fiscal paperwork related to program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Process registration with official receipting and letters of confirmation. This will include any correspondence relative to registration or registration changes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Process exhibitor registration with official receipting and letters of confirmation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prepare and process all deposits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monitor the budget, reporting and revising as requested by the Organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initiate and process all payments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arrange travel and honorarium paperwork for speakers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide a final accounting of income and expenses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintain historical files for audit purposes or future reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT B

PAYMENT FOR SERVICES

CME Accreditation Services	\$	_____
Educational Content Review	\$	_____
Accounting and Audit Services	\$	_____
"Attachment A" Specific Services	\$	_____
Other: _____	\$	_____
Other: _____	\$	_____
Other: _____	\$	_____