



MASSACHUSETTS MEDICAL SOCIETY

Every physician matters, each patient counts.

JOINT PROVIDERSHIP AGREEMENT ("AGREEMENT") FOR LIVE ACTIVITIES

Between
The Massachusetts Medical Society ("MMS")
And
Education Partner ("Joint Provider")

Check one: New Activity Renewal Activity

Joint Provider Name (Company/Division): _____

Address: _____

City, State, Zip: _____

Primary Contact: _____

Email Address: _____ Telephone Number: _____

Title of Activity/ies: _____

Type of Activity/ies: _____

Activity Location: _____

Activity Date(s): _____

Activity Start and End Time(s): _____

This Agreement is effective from _____ to _____, unless sooner terminated as provided herein.

Purpose and Intent of Agreement

The Massachusetts Medical Society (MMS) is accredited by the Accreditation Council for Continuing Medical Education (ACCME) to provide continuing medical education for physicians. The MMS strives to provide quality continuing educational activities that are evidence-based, scientifically accurate, and independent of any commercial influence. The MMS and Joint Provider intend to implement an educational activity that fully meets the *ACCME Accreditation Criteria* and policies, including but not limited to the *ACCME Standards for Commercial Support: Standards to Ensure Independence in CME Activities*[®], the American Medical Association (AMA) Core Requirements, the Food and Drug Administration (FDA) Guidance on Industry-Supported Scientific and Educational Activities, and any other CME standards and regulations that MMS deems appropriate and applicable.

Independence and the Use of Employees of a Commercial Interest

The Activity must: (1) be developed and implemented independent from any Commercial Interest; (2) be designed exclusively for educational purposes; (3) be scientifically balanced and fair; and (4) promote improvements in healthcare, not the business interests of a Commercial Interest.

No employees of a Commercial Interest may have any role where they are in a position to control the content of accredited CME, except in the specific situations identified by the ACCME that maintain independence and serve the public interest. The MMS, in its sole discretion, will review and determine whether the circumstances meet the special use cases. The Joint Provider will abide by the MMS's judgment on this matter and will immediately cooperate with MMS requests and directions. Please refer to Appendix 1, Standard 1 (SCS 1.1-1.2) for detailed guidance regarding independence.

MMS and Joint Provider Specific Responsibilities

The Joint Provider will be responsible for creating the content of the Activity. The MMS 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 MMS's directions, including but not limited to editing the content of the Activity, intended to achieve or maintain compliance with ACCME standards and guidance. If, at any point, the MMS determines in its sole discretion that the Activity or content thereof do not meet the applicable CME standards and regulations, the MMS may withdraw its accreditation and terminate this Agreement immediately upon notice to the Joint Provider.

Appendix 2 to the Agreement identifies the actions required for a successful activity, and the party responsible for each action. For the sake of clarity, none of the following may be posted, printed, or otherwise deployed until the MMS has reviewed and approved it in writing:

- Marketing materials
- Presentations, handouts, and any other content related to the Activity
- Any learner assessments or evaluation tools including pre-tests and post-Activity evaluations
- CME certificate template

In no event may Joint Provider use any of MMS's name, marks, logos or the like (including those of the *New England Journal of Medicine*, NEJMGroup, or other related entity) without MMS's prior written approval in each instance.

Identification and Resolution of Conflicts of Interest (COI)

The Joint Provider is required to collect disclosure information from all individuals in control of the content of the Activity's content, about the financial interests of the individual and their spouse/partner. An individual must disclose any relevant financial relationship(s) within the past twelve months, to include the following information: the name of the individual; the name of the commercial interest(s); and the nature of the relationship the person has with each commercial interest. Any individual who refuses to provide disclosure information may not participate in the Activity or the planning of the Activity. Disclosure information for all Activity Planners must be submitted with the Planning documents prior to the approval of the Activity. All other disclosure information must be submitted at least 30 days prior to the launch of the Activity. The MMS has the right to review the disclosures and determine appropriate steps. The Joint Provider will abide by the MMS's judgment in these matters and will immediately cooperate with MMS requests and directions in this regard. Please refer to Appendix 1, Standard 2 (SCS 2.1-2.3) for detailed guidance regarding COI disclosure.

Appropriate Use of Commercial Support

The MMS or the Joint Provider may seek commercial support for the Activity. The terms, conditions, and purposes of the commercial support must be documented in a written agreement between the commercial supporter, the MMS, and the Joint Provider and/or other educational partner(s). The MMS must be a party to the agreement for commercial support, and retains the rights to approve the terms of such, even if the support is given directly to the MMS's

educational partner or Joint Provider. This agreement must be fully executed by all parties prior to the beginning of the Activity. The MMS shall review the agreement to assure compliance with various laws, regulations, policies, and procedures, including but not limited to compliance with ACCME policies and guidance. The Joint Provider and/or educational partner will abide by MMS's judgment on these matters and will immediately cooperate with MMS requests and directions in this regard. Please refer to Appendix 1, Standard 3 (SCS 3.1-3.13) for additional guidance regarding commercial support.

Communication of Disclosure Information to Learners

The MMS will develop the Disclosure Statement for the Joint Provider to distribute to the learners prior to the beginning of the Activity that includes all relevant financial relationships for the Activity along with the required information as stated above. If no relevant financial relationships exist for that Activity, that information will also be reported. In addition, if the Activity receives commercial support, the MMS will provide a statement that acknowledges the source of all commercial support including all monetary, in-kind, and other sources of financial support. The Joint Provider will abide by the MMS's judgment regarding what support will be acknowledged and will immediately cooperate with MMS requests and directions in this regard. Please refer to Appendix 1, Standard 6 (SCS 6.1-6.5) for additional guidance about CME disclosure.

Appropriate Management of Associated Commercial Promotion

The MMS and the Joint Provider will cooperate to ensure that learners may participate in educational activities without seeing, reading or hearing promotional or marketing information from commercial interests. Further, the MMS and the Joint Provider will cooperate to ensure that the selling of advertising or exhibit space is a business transaction entirely separate from the acceptance of commercial support for accredited CME. The Joint Provider will abide by the MMS's judgment on these matters and will immediately cooperate with MMS requests and directions in this regard. Please refer to Appendix 1, Standard 4 (SCS 4.1-4.5) for detailed guidance regarding commercial exhibits and advertisements.

Content and Format without Commercial Bias

The MMS and the Joint Provider will actively promote improvements in health care and NOT proprietary interests of commercial interests. Accredited CME is accountable to the public for presenting clinical content that supports safe, effective patient care. The MMS and the Joint Provider will cooperate to ensure that patient care recommendations made during CME activities are accurate, reliable, and based on scientific evidence. Clinical care recommendations must be supported by data or information accepted within the profession of medicine. The Activity Director and the MMS shall review the activity and materials to assess compliance with ACCME's CME Clinical Content Validation Policy (please refer to paragraph below). The Joint Provider will abide by the MMS's judgment on these matters and will immediately cooperate with MMS requests and directions in this regard. Please refer to Appendix 1, Standard 5 (SCS 5.1-5.2) for additional guidance about CME content validity.

ACCME CME Clinical Content Validation Policy

1. All the recommendations involving clinical medicine in a CME activity must be based on evidence that is accepted with the profession of medicine as adequate justification for their indications and contraindications in the care of patients.
2. All scientific research referred to, reported, or used in CME in support or justification of a patient care recommendation must confirm to the generally accepted standards of experimental design, data collection and analysis.
3. Providers are not eligible for ACCME accreditation or reaccreditation if they present activities that promote recommendations, treatment, or manners of practicing medicine that are not within the definition of CME, or known to have risks or dangers that outweigh the benefits or known to be ineffective in the treatment of patients. An organization whose program of CME is devoted to advocacy of unscientific modalities of diagnosis or therapy is not eligible to apply for ACCME accreditation.

Evaluation Data

If the Joint Provider opts to use a non-MMS evaluation tool, the Joint Provider must first seek MMS's approval of the tool, which approval shall not be unreasonably withheld. The Joint Provider will submit to the MMS the data or information generated from this Activity on changes in learners' competence, performance and/or patient outcomes and for all other data that is requested.

Reporting Requirements

The Joint Provider will submit to the MMS documentation of financial reconciliation, attendance and any other required reports in a time frame set forth by the MMS.

Attendance

For activities where registration is handled by the Joint Provider, the MMS requires an attendance report, including learners' first and last names, full contact information including email address, mailing address, credentials (MD, DO, etc.), and AMA PRA Category 1 Credits earned within 2 days following the conclusion of the Activity.

Activity Records

The MMS will maintain final documentation of the Activity planning, evaluation, attendance, and financial information including a complete financial reconciliation for audit purposes for at least six years from the date of the Activity's original release.

The Joint Provider shall immediately upon request provide the MMS with any additional documentation necessary to comply with the ACCME Accreditation Criteria and policies or as otherwise required by any state, federal, or regulatory authority.

Payment for Services and Fiscal Responsibilities

The MMS will invoice the Joint Provider for the Joint Providership fee in the amount of \$ _____. If you have any questions, please contact lmartin@mms.org.

Miscellaneous

This Agreement is effective upon execution by both parties (the "Effective Date). The MMS reserves the right to terminate the Agreement or to rescind *AMA PRA Category 1 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 the MMS the non-refundable application fee, and the full accreditation 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. The MMS reserves the right to immediately terminate the Agreement or to rescind *AMA PRA Category 1 Credit™* for failure to meet any of the above requirements that may, in the MMS' discretion, place the MMS in non-compliance with the ACCME requirements or other state, federal or regulatory authority requirements.

While this Agreement remains in place, the MMS may take whatever steps it 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 MMS's judgment on these matters and will immediately cooperate with MMS requests and directions in this regard.

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 MMS, its employees, officers and assigns against any damages,

cost, or expense, 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 Joint Provider of any term or representation of this Agreement. MMS will give Joint Provider prompt notice of any such claim.

Joint Provider will not disparage or denigrate MMS or its representatives, except that Joint Provider may make truthful statements as part of a Legal Proceeding or if compelled by Court Order or otherwise required by law or ACCME standards. Joint Provider agrees that any information furnished to it by the MMS is a valuable asset of the MMS and will be kept confidential (“Confidential Information”). Joint Provider will use Confidential Information only as permitted by the MMS, and will take all necessary and proper steps to prevent unauthorized use or disclosure of Confidential Information. For purposes of clarity, the terms of this Joint Provider Agreement and the parties’ dealings hereunder shall be considered Confidential Information.

MMS’s total aggregate liability for any claims of Joint Provider arising from or related to this Agreement shall not exceed the amounts MMS collected in the prior twelve months from the joint provider pursuant to “Payment for Services and Fiscal Responsibilities” above. In no event shall the MMS be liable to Joint Provider or any third party for incidental, exemplary, special, indirect, consequential, or punitive damages including, but not limited to, lost business profits and loss, damage or destruction of data even if the MMS has been advised of the possibility of the same.

For: **Massachusetts Medical Society**

Print Name: _____

Title: _____

Signature: _____

Date: _____

For:

Print Name: _____

Title: _____

Signature: _____

Date: _____

Appendix 1

ACCME Standards for Commercial Support: Standards to Ensure Independence in CME Activities®

Standard 1: Independence

- Standard 1.1 A CME provider must ensure that the following decisions were made free of the control of a commercial interest. (See www.accme.org for a definition of a "commercial interest" and some exemptions.) (a) Identification of CME needs; (b) Determination of educational objectives; (c) Selection and presentation of content; (d) Selection of all persons and organizations that will be in a position to control the content of the CME; (e) Selection of educational methods; (f) Evaluation of the activity.
- Standard 1.2 A commercial interest cannot take the role of non-accredited partner in a joint provider relationship.

Standard 2: Resolution of Personal Conflicts of Interest

- Standard 2.1 The provider must be able to show that everyone who is in a position to control the content of an education activity has disclosed all relevant financial relationships with any commercial interest to the provider. The ACCME defines "'relevant' financial relationships" as financial relationships in any amount occurring within the past 12 months that create a conflict of interest.
- Standard 2.2 An individual who refuses to disclose relevant financial relationships will be disqualified from being a planning committee member, a teacher, or an author of CME, and cannot have control of, or responsibility for, the development, management, presentation or evaluation of the CME activity.
- Standard 2.3 The provider must have implemented a mechanism to identify and resolve all conflicts of interest prior to the education activity being delivered to learners.

Standard 3: Appropriate Use of Commercial Support

- Standard 3.1 The provider must make all decisions regarding the disposition and disbursement of commercial support.
- Standard 3.2 A provider cannot be required by a commercial interest to accept advice or services concerning teachers, authors, or participants or other education matters, including content, from a commercial interest as conditions of contributing funds or services.
- Standard 3.3 All commercial support associated with a CME activity must be given with the full knowledge and approval of the provider.
- Standard 3.4 The terms, conditions, and purposes of the commercial support must be documented in a written agreement between the commercial supporter that includes the provider and its educational partner(s). The agreement must include the provider, even if the support is given directly to the provider's educational partner or a joint provider.
- Standard 3.5 The written agreement must specify the commercial interest that is the source of commercial support.
- Standard 3.6 Both the commercial supporter and the provider must sign the written agreement between the commercial supporter and the provider.
- Standard 3.7 The provider must have written policies and procedures governing honoraria and reimbursement of out-of-pocket expenses for planners, teachers and authors.
- Standard 3.8 The provider, the joint provider, or designated educational partner must pay directly any teacher or author honoraria or reimbursement of out-of-pocket expenses in compliance with the provider's written policies and procedures.
- Standard 3.9 No other payment shall be given to the director of the activity, planning committee members, teachers or authors, joint provider, or any others involved with the supported activity.
- Standard 3.10 If teachers or authors are listed on the agenda as facilitating or conducting a presentation or session, but participate in the remainder of an educational event as a learner, their expenses can be reimbursed, and honoraria can be paid for their teacher or author role only.
- Standard 3.11 Social events or meals at CME activities cannot compete with or take precedence over the educational events.
- Standard 3.12 The provider may not use commercial support to pay for travel, lodging, honoraria, or personal expenses for non-teacher or non-author participants of a CME activity. The provider may use commercial support to pay for travel, lodging, honoraria, or personal expenses for bona fide employees and volunteers of the provider, joint provider or educational partner.
- Standard 3.13 The provider must be able to produce accurate documentation detailing the receipt and expenditure of the commercial support.

Standard 4: Appropriate Management of Associated Commercial Promotion

Standard 4.1 Arrangements for commercial exhibits or advertisements cannot influence planning or interfere with the presentation, nor can they be a condition of the provision of commercial support for CME activities.

Standard 4.2 Product-promotion material or product-specific advertisement of any type is prohibited in or during CME activities. The juxtaposition of editorial and advertising material on the same products or subjects must be avoided. Live (staffed exhibits, presentations) or enduring (printed or electronic advertisements) promotional activities must be kept separate from CME. For print, advertisements and promotional materials will not be interleaved within the pages of the CME content. Advertisements and promotional materials may face the first or last pages of printed CME content as long as these materials are not related to the CME content they face and are not paid for by the commercial supporters of the CME activity. For computer based, advertisements and promotional materials will not be visible on the screen at the same time as the CME content and not interleaved between computer 'windows' or screens of the CME content. Also, ACCME-accredited providers may not place their CME activities on a Web site owned or controlled by a commercial interest. With clear notification that the learner is leaving the educational Web site, links from the Web site of an ACCME accredited provider to pharmaceutical and device manufacturers' product Web sites are permitted before or after the educational content of a CME activity, but shall not be embedded in the educational content of a CME activity. Advertising of any type is prohibited within the educational content of CME activities on the Internet including, but not limited to, banner ads, subliminal ads, and pop-up window ads. For computer based CME activities, advertisements and promotional materials may not be visible on the screen at the same time as the CME content and not interleaved between computer windows or screens of the CME content. For audio and video recording, advertisements and promotional materials will not be included within the CME. There will be no 'commercial breaks.' For live, face-to-face CME, advertisements and promotional materials cannot be displayed or distributed in the educational space immediately before, during, or after a CME activity. Providers cannot allow representatives of Commercial Interests to engage in sales or promotional activities while in the space or place of the CME activity. For Journal-based CME, None of the elements of journal-based CME can contain any advertising or product group messages of commercial interests. The learner must not encounter advertising within the pages of the article or within the pages of the related questions or evaluation materials.

Standard 4.3 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.

Standard 4.4 Print or electronic information distributed about the non-CME elements of a CME activity that are not directly related to the transfer of education to the learner, such as schedules and content descriptions, may include product-promotion material or product-specific advertisement.

Standard 4.5 A provider cannot use a commercial interest as the agent providing a CME activity to learners, e.g., distribution of self-study CME activities or arranging for electronic access to CME activities.

Standard 5: Content and Format without Commercial Bias

Standard 5.1 The content or format of a CME activity or its related materials must promote improvements or quality in healthcare and not a specific proprietary business interest of a commercial interest.

Standard 5.2 Presentations must give a balanced view of therapeutic options. Use of generic names will contribute to this impartiality. If the CME educational material or content includes trade names, where available trade names from several companies should be used, not just trade names from a single company.

Standard 6: Disclosures Relevant to Potential Commercial Bias

Standard 6.1 An individual must disclose to learners any relevant financial relationship(s), to include the following information: The name of the individual; The name of the commercial interest(s); The nature of the relationship the person has with each commercial interest.

Standard 6.2 For an individual with no relevant financial relationship(s) the learners must be informed that no relevant financial relationship(s) exist.

Standard 6.3 The source of all support from commercial interests must be disclosed to learners. When commercial support is "in-kind" the nature of the support must be disclosed to learners.

Standard 6.4 'Disclosure' must never include the use of a corporate logo, trade name or a product-group message of an ACCME-defined commercial interest.

Standard 6.5 A provider must disclose the above information to learners prior to the beginning of the educational activity.

Attestation:

I have read the Standards for Commercial Support and will abide by them.

Signature: _____

Date: _____

Appendix 2

Activity Responsibilities/Tasks	MMS	Joint Provider	N/A
Participate in initial consultation meeting	X	X	
Complete and sign Joint Providership Agreement	X	X	
Identify course developers/planning team		X	
Collect disclosure information from all course developers/planning team		X	
Identify and resolve conflicts of interest for course developers/planning team	X		
Develop Activity agenda, and revise as necessary for compliance		X	
Prepare Activity budget		X	
Prepare Activity needs assessment, and revise as necessary for compliance		X	
Prepare learning objectives (MMS will review and revise if needed)		X	
Prepare references and bibliography for Activity, and revise as necessary for compliance		X	
Complete Activity Planning document and supporting documentation, and submit to MMS		X	
Award <i>AMA PRA Category 1 Credit™</i>	X		
Identify and recruit qualified faculty and moderators		X	
Produce and send formal invitations to faculty and moderators		X	
Solicit commercial support, (if applicable)			X
Ensure all Letters of Agreement are fully executed (if applicable)			X
Solicit exhibitors (live for conferences; virtual for webinars)		X	
Document correspondence	X	X	
Prepare, and revise as necessary, promotional materials (print and online)		X	
Review of all promotional materials before their distribution	X		
Review educational content to ensure compliance with ACCME's CME Clinical Content Validation Policy	X	X	
Develop, and revise as necessary, Activity evaluation	X	X	
Final review of Activity evaluation before its deployment	X		
Collect faculty presentations and submit to MMS for review		X	
Prepare, and revise as necessary, Disclosure and Commercial Support Statement	X		
Prepare, and revise as necessary, CME Certificates and Certificates of Attendance	X		
Issue compliant CME Certificates and Certificates of Attendance	X		
Ensure that appropriate Accreditation and AMA Credit Designation Statements are used and updated and revised as necessary	X		
Collect registration fees from attendees		X	
Provide complete attendance list with full contact info, including email and designation (MD, DO, etc.) within 1-2 days following activity		X	
Provide evaluation data or information generated from this Activity about changes in learners' competence, performance and/or patient outcomes		X	
Prepare summary of income and expenses using the MMS CME Activity Financial Report – Budget/Actual		X	