



## Office of Continuing Medical Education



# JOINT PROVIDERSHIP AGREEMENT AND ACKNOWLEDGMENT

## Terms, Conditions, and Purposes

Marshall University School of Medicine (MUSOM) is accredited by the Accreditation Council for Continuing Medical Education (ACCME) to provide continuing medical education for physicians.

This agreement is between the MUSOM Office of Continuing Medical Education (hereafter "Accredited Provider") and \_\_\_\_\_ (hereafter "Non-Accredited Provider")

### Non-Accredited Provider

for CME activity \_\_\_\_\_, mutually agreeing to the following:

**Accredited Provider** agrees to:

- 1) Process CME/CE application materials in due course after receiving all the necessary documents
- 2) Adhere to ACCME accreditation requirements and *Standards for Integrity and Independence in Accredited Continuing Education*\*
- 3) When appropriate, provide Guidelines for the CME application, disclosure process, and promotional materials.

**Non-Accredited Provider** agrees to:

- 1) Abide by ACCME accreditation requirements and Standards for Integrity and Independence in Accredited Continuing Education
- 2) Submit all promotional materials (flyers, brochures, etc.) to the Accredited Provider for approval prior to distribution (if applicable)
- 3) Acknowledge commercial support in program materials (if applicable)
- 4) Make full disclosure to participants at the beginning of the educational activity of all those in a position to influence content (planners and speakers), and
- 5) pay accreditation fees (as applicable)

### Conditions:

The following conditions are extrapolated from the 2023 ACCME **Standards for Integrity and Independence in Accredited Continuing Education**.

A. Control of Content: Accredited Provider is ultimately responsible for control of content per the *Standards of Integrity and Independence in Accredited Continuing Education*, Standard 1: Ensure Content is Valid and selection of faculty.

- B. 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.
- C. Accredited continuing education is an appropriate place to discuss, debate, and explore new and evolving topics; however, these areas need to be clearly identified as such within the program and individual presentations. It is the responsibility of the accredited provider -- and therefore the joint 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.
- D. 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.
- E. Control of Content: Content cannot be included in accredited education if it 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.
- F. Ancillary Promotional Activities: No product advertisement will be permitted in the instructional material.
- G. Disclosure of All Financial Relationships: Non-Accredited Provider will ensure disclosure to the target learner population of (a) funding sources, and (b) all relationships between Non-Accredited Provider, faculty, and ineligible companies.
- H. Independence of Non-Accredited Provider in the Use of Contributed Funds (ineligible company educational grant): Non-Accredited Provider will furnish a report to the Accredited Provider for all conference-related expenditures. Accredited Provider will determine responsibility for the collection and disbursement of money collected for fees. Non-Accredited Provider (if applicable) will submit a financial report to the Accredited Provider no later than 30 days after the close of the activity.
- I. Accredited Provider may choose to dissolve a relationship with Non-Accredited Provider if any of the following situations arise:
  - 1) Non-Accredited Provider fails to meet any of the ACCME requirements for accredited continuing education and/or the Standards for Integrity and Independence in Accredited CME
  - 2) Promotion and/or marketing interests outweigh the overall educational goals.
  - 3) Non-Accredited Provider fails to timely submit the required documentation including but not limited to the full attendance record/sign-in sheets and attendee evaluation forms within 5 days of the event.
  - 4) Non-Accredited Provider demonstrates unlawful or unethical practices.

A Joint Providership relationship will be offered if the above conditions are Agreed to by a Non-Accredited Provider in advance of any planning of the activity.

**AGREED**

**Non-Accredited Provider Representative**

**Date**

**MUSOM Associate Dean, Office of Continuing Medical Education**

**Date**