 JOINT PROVIDERSHIP AGREEMENT

This Agreement is made and entered into this spell out day [i.e., Tenth] (# day) day of month, 202year, by and between the Medical Society of the State of New York (MSSNY), a non-profit physician membership organization, acting for and on behalf of its OFFICE OF CONTINUING MEDICAL EDUCATION, hereinafter called “MSSNY”), and **INSERT JOINT PROVIDER** (hereinafter called “**EDUCATIONAL PARTNER**”). Whereas, MSSNY and EDUCATIONAL PARTNER desire to jointly provide an accredited continuing medical education (CME) activity. Now, therefore, the parties agree as follows:

1. **Activity Providership**. MSSNY, as an accredited provider of CME through the Accreditation Council for Continuing Medical Education (ACCME), agrees to provide (designate *AMA PRA Category 1 Credit(s)™*) the educational activity as described in section four (4): “Financial Arrangements and Period of Agreement.” MSSNY retains the right to withdraw or withhold CME credit at any point should MSSNY, in its sole discretion, determine there has been a violation of applicable ACCME accreditation criteria, policies, standards, or law.

EDUCATIONAL PARTNER agrees that its organization, including its parent organization (if applicable), is not involved in providing commercial or other company-directed activities or services for ineligible companies[[1]](#footnote-1), including, but not limited to advertising/promotional services, publication planning, speaker bureau management, speaker training, and advisory board/consultant meeting planning.

**EDUCATIONAL PARTNER agrees that it does not produce, market, sell, re-sell or distribute healthcare products used by or on patients.**

1. **MSSNY Responsibility.** As the accredited provider, MSSNY shall retain final authority for all areas relating to the ACCME Accreditation Criteria, Policies, and Standards for Integrity and Independence in Accredited Continuing Education and MSSNY Policies and Procedures. MSSNY shall be responsible for the following accrediting functions, which include, but are not limited to:
2. Provide consultation and assist in preparation of the CME Application Form and grant proposals.
3. Prospectively review and approve all grant proposal(s)/requests and/or promotional opportunities prior to submission/solicitation. If a grant request is approved, MSSNY must review, approve, and sign all grant letters of agreement in support of the activity prior to implementation of the activity.
4. Prospectively review and approve all materials created for the activity, including brochure, syllabus, enduring materials, correspondence with faculty, commercial supporters, exhibitors, etc.
5. Assure that implementation of the activity meets applicable accreditation standards and criteria as they relate to commercial support and that the activity is in compliance with relevant MSSNY Policies.
6. Approve the activity for CME credit.
7. Conduct an evaluation of all participants in compliance with accreditation requirements.
8. Solicit educational grants and/or promotional opportunities (if applicable) in compliance with ACCME accreditation Standards and Policies. **MSSNY must approve all opportunities/requests prior to solicitation.**
9. Perform other outcomes measurements if required for grant purposes.
10. Perform other duties as required.
11. Receive the following documentation within 60 days after completion of the activity:
12. Completed sign-in sheets or verification of attendance (**required within 3 days of the conclusion of the event**).
13. Summaries of other outcomes measurement results.
14. Electronic copy of all promotional materials, meeting syllabus/program book and any handouts provided to participants.
15. A complete budget report listing all actual income and expenses.
16. Any other documentation that MSSNY requests.
17. **EDUCATIONAL PARTNER Responsibility.** EDUCATIONAL PARTNER, the non-accredited joint provider, shall be responsible for the following functions regarding the activity:
18. Comply with all ACCME accreditation criteria, policies, and standards.
19. Formulate needs assessment, determine educational gaps, and develop learning objectives for the activity.
20. Prepare projected activity budget and pay all expenses for the activity.
21. Contact and work with faculty throughout development and confirmation process. Supply or arrange for transportation of faculty.
22. Arrange for activity promotion, brochure development, brochure mailings, and advertising.
23. Sign contracts for hotel and meeting room facilities (if applicable).
24. Arrange for all food and beverages as well as audiovisual services for the activity (if applicable).
25. Manage registration process and arrange for on-site registration, staffing, and management of activity.
26. Solicit educational grants and/or promotional opportunities (if applicable) in compliance with CME accreditation Standards and policies. **MSSNY must approve all opportunities/requests prior to solicitation, and agreements must be between MSSNY as accredited provider and commercial supporter. EDUCATIONAL PARTNER must not represent itself as the accredited provider.**
27. Perform other outcomes measurements if required for grant purposes.
28. Perform other duties as required.
29. Provide the following documentation within 60 days after completion of the activity:
	1. Completed sign-in sheets or verification of attendance (**required within 3 days of the conclusion of the event**).
	2. Summaries and analysis of learner-outcomes measurement results (competence, performance, and/or patient outcomes).
	3. Electronic copy of all promotional materials, meeting syllabus/program book and any handouts provided to participants.
	4. A complete budget report listing all actual income and expenses.
	5. Any other documentation that MSSNY requests.
30. **Financial Arrangements and Period of Agreement. This Agreement will cover the following activity provided by MSSNY and organized by EDUCATIONAL PARTNER:**

|  |  |
| --- | --- |
| **Name of CE activity** | **Dates** |
| *Insert Activity Title* | Insert Activity Begin & End Dates |

**Joint Providership Fees:**

**Joint Providership Fee: $1000 plus $150 per credit.** This fee is for:

1. a one-time presentation of a live activity,

2. an enduring material or internet-based activity for one year

3. a regularly scheduled series for one year

**Joint Providership Fee: $500 plus $150 per credit.** This fee is for**:**

1. each additional repeat presentation of a live activity.

2. an enduring material or internet-based activity for each of the second and third years.

County Medical Societies that do not have an Academy of Medicine that is an accredited provider are billed 50% for the joint providership and per-credit fees listed above.

**Activity Review Fee: If MSSNY sends a monitor to perform an activity review, it is the Joint Provider’s responsibility to pay the monitor’s expenses. This includes, but is not limited to, registration fees, $250 monitor fee, and any travel expenses. An invoice with original receipts will be sent after the activity is held.**

1. **Cancellation of Activity.** EDUCATIONAL PARTNER may, at its option, cancel the activity, provided it gives notice to MSSNY. Joint providership and per-credit fees are not refundable.

MSSNY may, at its option, cancel the activity at any point, should it be determined there has been a violation of applicable accreditation criteria, requirements, or policies, or of Standards For Integrity and Independence in Accredited CE. Should MSSNY exercise its option to cancel the activity, such decision shall be final and not subject to appeal or review by the Educational Partner."

MSSNY reserves the right to immediate and last-minute revocation of accreditation without penalty to MSSNY for any issues related to compliance with the accreditation standards, including content validity.

In the event of cancellation by MSSNY, the Educational Partner forfeits all associated paid fees, including but not limited to joint providership fees, per-credit fees, and activity review fees.

1. **Protected Health Information.** The parties agree that this continuing medical education effort will not involve disclosure of Protected Health Information (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended) by either party, and the parties agree that it is their intent to avoid any such disclosure. If either party finds it necessary to disclose PHI to the other party, or its personnel, then prior to making such disclosure the disclosing party shall notify the other party, and the parties shall then enter into a mutually agreed Business Associate Agreement or Limited Dataset Agreement as may be appropriate prior to the disclosure. If the parties are unable to agree upon the terms of such agreement, then the disclosure will not be made.
2. The Educational Partner acknowledges that it has read and understands the terms and conditions of this Agreement, including all disclaimers, and agrees to abide by them.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals.

**MSSNY**

By: Date:

**INSERT NAME, Manager, Continuing Medical Education**

**INSERT FULL COMPANY NAME (EDUCATIONAL PARTNER)**

By: Date:

**Insert Educational Partner Contact,** **Insert Educational Partner Contact Title**

1. **Ineligible companies** are those whose primary business is producing, marketing, selling, re-selling, or distributing healthcare products used by or on patients. For examples of ineligible companies, visit <https://www.accme.org/accreditation-rules/standards-for-integrity-independence-accredited-ce/eligibility> [↑](#footnote-ref-1)