

NYU Winthrop Hospital LISoM and Long Island School of Medicine

Policy : Office of Continuing Medical Education
Department: Academic Affairs
Subject: Policy on **Joint Providership of CME Activities** With a Non-ACCME Accredited Provider; and Letter of Agreement between Joint Providers

1.0. POLICY

When NYU Winthrop Hospital LISoM (NYUWH) plans and presents one or more activities with a non-ACCME accredited provider, it is engaging in a “joint providership.” To enhance the breadth, quality, and creditability of programs, the Office of Continuing Medical Education (OCME) occasionally seeks requests to jointly provide programs. Conversely, OCME may find it beneficial to seek a joint provider for its own programs. In both cases, NYUWH holds the activities it jointly provides to the same standards as direct-providership. The following describes the conditions that must be met in any joint providership:

1.1 NYUWH Office of Continuing Medical Education will assure that **all joint provider activities be in compliance with the ACCME Essential Areas and Elements (including the Standards for Commercial Support) and its Accreditation Policies, and reserves the right to deny accreditation if at any time the activity content, planning or delivery falls out of compliance.**

1.2 Both NYUWH OCME and Joint Provider will inform the learner of the joint provider relationship through the use of the **appropriate accreditation statement to be printed on all materials for jointly provided activities.**

1.3 NYUWH OCME **may permit the non-accredited joint provider to have substantial control over the planning and development of the jointly provided activity**, including the assessment of CME needs, development of the learning objectives, selection and presentation of content, selection of the educational methods, and evaluation methodology. However, NYUWH will monitor these activities and hold the joint provider to the same standards as the activities it directly provides, that is, for assuring that these activities are done in compliance with ACCME Essentials and Standards for Commercial Support. If necessary, OCME staff will intervene to assure compliance, and evidence based scientific merit.

1.4 NYUWH OCME will determine if it will be the recipient of all commercial support funds or agree to authorize in writing that the funds be sent to the joint provider directly. If the joint provider is the recipient of funds, it must provide both an initial activity budget and a full activity reconciliation report to OCME after the activity ends.

1.5 NYUWH will not work in a joint provider relationship with any non-accredited provider that produces, markets, re-sells or distributes health care goods or services consumed by, or used on, patients. WUH reserves the right to refuse to enter into a joint provider arrangement with any non-accredited provider.

2.0 PROCEDURE

2.1 All potential joint providership requests will be examined on their individual merits. The Director of CME and the course chairs are responsible for determining when joint providership is appropriate and desirable.

2.2 If desirable, NYUWH will exercise its right to appoint a member of its professional staff or its OCME staff to serve on the planning committee for the jointly provided activity in order to assure that the activity is being planned in compliance with ACCME Essential Areas and Policies, Standards for Commercial Support and AMA requirements.

2.2.1 The joint provider must complete and submit the NYUWH CME Activity Application and Planning Document to begin the process for providership.

2.3 Once the joint providership application is reviewed and approved by the CME Committee, a joint provider must sign a Joint Providership Letter of Agreement (see attached Joint Providership Letter of Agreement.) The Letter of Agreement will clearly state the nature of the relationship and any requirements for joint providership including all joint providership fees.

2.4 All jointly providership programs must adhere to the policies and procedures set forth in the Letter of Agreement and the Policies and Procedures Manual for the OCME and all other relevant policies and procedures of the Hospital.

2.5. Once an activity is approved for credit, the activity announcement, flyer, brochure or other electronic promotional materials must be reviewed and approved by the NYUWH Director of CME. In addition, the OCME must receive copies of all completed Faculty Disclosure Forms.

2.6. The following information must be included in all promotional materials other than a “save the date” card or flyer:

2.6.1 Joint Providership Statement on brochure cover:

Jointly provided by NYU Winthrop Hospital LISoM and (name of joint provider organization).

2.6.2 Joint Providership Accreditation Statement and Credit Designation Statement

This activity has been planned and implemented in accordance with the Essential Areas and policies of the Accreditation Council for Continuing Medical Education through the joint providership of NYU Winthrop Hospital LISoM and (insert name of non-accredited provider).

NYU Winthrop Hospital LISoM is accredited by the ACCME to provide continuing medical education for physicians.

NYU Winthrop Hospital LISoM designates this educational activity for a maximum of 1.0 AMA PRA Category 1 Credits™. Physicians should only claim credit commensurate with the extent of their participation in the activity.

2.6.3 Activity Overview and Statement of Need (to be jointly identified by both providers)

2.6.4 Educational Objectives (to be jointly identified by both providers)

2.6.5 Methods of Instruction and Participant Evaluation

2.6.6 Target Audience (to be jointly identified by both providers)

2.6.7 Faculty Disclosure Policy (to be determined by NYU Winthrop)

2.6.8 Acknowledgement of Commercial Support

2.6.9 NYU Winthrop Hospital LISoM logo

2.7 In accordance with OCME policies, **the activity course director must validate the content of all activity presentation slides and educational materials for fair balance, commercial bias, off-label use statements, and other potential conflicts of interest.** The course director or *NYU Winthrop Hospital LISoM* CME director may assign an Independent Clinical Reviewer, if necessary, to assure an unbiased process for content validation.

2.8 The activity director will be held responsible to assure that all faculty disclosure information is communicated in writing and verbally during the educational activity.

2.9 *NYU Winthrop Hospital LISoM* reserves the right to send a member of its professional or OCME staff to act as an observer during the educational activity. The expense of this person's attendance will be the responsibility of the joint provider.

3.0 *NYU Winthrop Hospital LISoM* will charge a standard providership fee as well as an individual participant CME certificate fee and any other out of pocket expenses incurred for its joint providership services.

**NYU Winthrop Hospital LISoM
Office of Continuing Medical Education
Academic Affairs**

JOINT PROVIDERSHIP LETTER OF AGREEMENT

This Letter of Agreement is to confirm that

is entering a JOINT PROVIDERSHIP relationship with

***NYU Winthrop Hospital LISoM* Office of Continuing Medical Education**

in order to develop the CME activity entitled:

to be held starting (“start date”)

JOINT PROVIDERSHIP is defined as a "collaborative educational providership" through which each participating organization has certain obligations and responsibilities.

As the institution accredited by the ACCME to approve this CME activity, **NYU Winthrop Hospital LISoM** requires that:

1. The Essential Elements, Accreditation Policies and Standards for Commercial Support of the Accreditation Council for Continuing Medical Education (ACCME) and all relevant **NYU Winthrop Hospital LISoM** Office of Continuing Medical Education (OCME) policies be met.
2. The Joint Provider comply with all specific policies and procedures detailed in the **NYU Winthrop Hospital LISoM** OCME Joint Providership Policy (see attached). This policy will assure that **NYU Winthrop Hospital LISoM** as the accredited provider is in compliance with all ACCME requirements.
3. All literature, brochures, official correspondences, handouts, etc., bear the appropriate accreditation statement for a jointly provided CME activity, and receive the full approval of OCME before publication.
4. All future use of educational content from this CME activity (e.g., tapes, CD-ROM, publications, etc.) be distributed only with the prior approval and written consent of **NYU Winthrop**

Hospital LISoM LISoM .

5. Any subsequent "enduring materials" related to this activity comply with the ACCME Standards regarding enduring materials, and must be approved by the **NYU Winthrop Hospital LISoM CME Committee** independently for providership credit.
6. If commercial support is received, the supporter must sign a **NYU Winthrop Hospital LISoM Letter of Agreement for an Unrestricted Education Grant** with both **NYU Winthrop Hospital LISoM** and the Joint Provider organization.
7. **NYU Winthrop Hospital LISoM** will not work in a joint provider relationship with any non-accredited provider that produces, markets, re-sells or distributes health care goods or services consumed by, or used on, patients. WUH reserves the right to refuse to enter into a joint provider arrangement with any non-accredited provider. The non-accredited provider hereby attests that it does not produce, market, re-sell or distribute health care goods or services consumed by, or used on, patients.

I. Responsibilities of the Parties

As the accredited joint provider, NYU Winthrop Hospital LISoM will:

- A. Assign an OCME staff member to act as activity or event liaison
- B. Collaborate in the development of the activity needs assessment
- C. Accredit the program for AMA-PRA Category 1™ credit
- D. Execute Letters of Agreement with commercial supporters
- E. Issue credit and certificates of attendance to participants and maintain all necessary records
- F. Monitor the final summary documentation requirements
- G. Monitor all ACCME requirements, eg. Faculty disclosures, content validation, unbiased
- H. Monitor the educational design, content development, learning format, etc. to assure the activity is educationally sound, relevant, scientific, balanced and unbiased.
- I. Provide meeting planning, resource development, program management and implementation services as requested for an additional fee.

The non-accredited joint provider will:

1. Appoint an activity planning committee and a physician to serve as Activity Director
2. Collaborate as appropriate in the development of the needs assessment, educational content and evaluation
3. Select and confirm expert faculty
4. Obtain signed Faculty Disclosure Forms and assure Disclosure to Learners occurs verbally prior to the start of each session of the activity
5. Compile and distribute all promotional and educational materials for the activity after all materials have been approved by **NYU Winthrop Hospital LISoM**
6. Utilize the ACCME Joint Sponsorship Accreditation Statement as required
7. Arrange for and manage all meeting logistics unless **NYU Winthrop Hospital LISoM** will

- provide these under an expanded service agreement
8. Prepare and submit activity budget and reconciliation
 9. Provide adequate funding for the event
 10. Develop, monitor and execute marketing and registration activities
 11. Contact and confirm commercial support relationships
 12. Maintain and provide written documentation of the program as required under the ACCME Essentials
 13. Submit final budget reconciliation, evaluation summary, program binder and attendance lists at the end of the activity to **NYU Winthrop Hospital LISoM** .

II. Joint Providership Fee

For these services, the Joint Provider organization agrees to pay the sum of \$6000.00.

All payments are due within 30 days of the activity “start date” indicated above.

III. AGREEMENT

Please indicate with your signature, on behalf of your organization, that the above provisions are understood and accepted as the basis of applying for **JOINT PROVIDERSHIP** with Winthrop University Hospital

For _____

Name of Official representing Joint Provider

Title

Date

For
NYU Winthrop Hospital LISoM

Peter Sandre
Manager of CME Events and Compliance

Date

Addendum – Key Deliverables, Due Dates, and Responsible Parties

Activity Name: _____

Joint Provider: _____ Activity Date: ____ / ____ / ____

A. By no later than ____ / ____ / ____ (7 days after activity approval date), Joint Provider will send OCME these items:

- Registration categories, pricing levels, and date to begin web registration, so that OCME may configure our registration website to accept event sign-ups
- OCME will configured the registration website, and give Joint Provider a weblink to include in promotional materials, by no later than ____ / ____ / ____ (10 days after activity approval date) _.
- Use of NYUWH registration website is not required, but is STRONGLY ENCOURAGED, so that proper attendee credentials are collected in advance, and do not delay credit certificates being awarded after the event
- (Credit certificates are sent within 48 hours of receiving your attendance data (see item E below), or within 7 days of receiving from you registrations collected outside our system)

B. By no later than ____ / ____ / ____ (7 days after activity approval date) at 3:00pm, Joint Provider will send OCME these items:

- 1) Final Timed Speaking Agenda showing speakers and topics
- 2) Signed Disclosure forms from ALL speakers (please use the attached Disclosure form)
- 3) Professional Resumes or CV's from ALL speakers
- 4) Slides to be presented from ALL speakers, so that OCME may complete the mandated CME content review and provide feedback regarding Conflicts of Interest and any necessary revision of slides.
- 5) List of the Learning Objectives for the Activity to be measured in OCME post-activity evaluation survey

C. By ____ / ____ / ____ (30 days prior, or attached), OCME will provide mandatory compliance materials that Joint Provider will use in planning the Activity:

- 6) Disclosure Forms to be completed by all speakers and content planners, all of which must be submitted to OCME when completed.
- 7) Conflict of Interest Resolution Forms, to be completed by Activity Director when any speakers disclose relevant commercial relationships.
- 8) Sample Speaker Disclosure slide, which must preface each speaker's presentation when presenting the activity.

D. By ____ / ____ / ____ (7 days prior to activity date), OCME will provide Joint Provider with:

- 9) A CME Information Document, which must be distributed to all attendees (hardcopy or digital), including a summary of required disclosure information
- 10) A Registration Sign-in Sheet blank template (or listing of registrants*)
*If NYUWH website is used for registration, the Sign-in Sheet will show registrants
- 11) Onsite Registration Form to document session attendees who "walk-in" without pre-registering

E. By ____ / ____ / ____ (7 days prior to activity date), Joint Provider will provide OCME with:

- 12) Completed Disclosure documents for all planners and faculty

- 13) **Speaker Presentation Materials** (Slides) must be substantially complete (95%)
 - 14) **Resolution of Conflict of Interest management** forms must be completed for all planners and faculty who have a disclosed relationship with a commercial interest
 - 15) **Letters of Agreement for any Commercial Support** received (Grants)
 - 16) **Draft syllabus/course materials for approval prior to printing**
- F. By / / (48 hours after activity date), **Joint Provider will provide OCME with data regarding:**
- 17) **Verified session attendance and credit-claiming data** (Registration Sign-in Sheets, Walk-in Registration Forms, etc)
 - 18) **Joint Provider’s Choice of Evaluation Data Strategy**, to include either:
 - A) **OCME will run a standard online evaluation survey, in which case Joint Provider has the option to give OCME up to three customized** questions to add to standard post-activity evaluation survey. Joint Provider must give OCME these Custom questions no later than / / (7 days prior to activity date).
 - OR–
 - B) **Joint Provider will give OCME a** Compiled Summary evaluation data from a post-activity evaluation Joint Provider will collect;

Agreed to by:

For _____

Name of Official representing Joint Provider

Title

Date

**For
NYU Winthrop Hospital LISoM**

Peter Sandre
Manager of CME Events and Compliance

Date