

## Policy on Joint Providership

The American Academy of CME (Academy) accepts requests to jointly provide accredited continuing education activities with eligible organizations as defined in the ACCME Standards for Integrity and Independence in Accredited Continuing Education including publishing or education companies, professional healthcare associations, government agencies, health care systems and Pharmacies that do not manufacture proprietary compounds.

### Requests to Jointly Provide an Activity

Requests to jointly provide an activity must be submitted in writing via email to the Academy. Included at a minimum the following information:

- Tentative title/date/location of activity
- Delivery format
- Tentative faculty
- Number of expected credits
- Contact information for person having primary responsibility for development of activity at the potential joint provider organization

### Determining Potential Joint Provider Is Not an Ineligible Company

In order for the Academy to jointly provide an accredited continuing education activity with a non-accredited organization, we must work in partnership to ensure the appropriate accrediting agencies criteria and policies are met.

A joint provider organization may not be an ineligible company, which has been defined as **“those whose primary business is producing, marketing, selling, re-selling, or distributing healthcare products used by or on patient.”** Providers of clinical services directly to patients are not considered to be Ineligible Companies. Examples of Ineligible Companies include:

- Advertising, marketing or communication firms whose clients are Ineligible Companies.
- Bio-Medical startups that have begun a governmental regulatory approval process.
- Compounding pharmacies that manufacture proprietary compounds
- Device manufacturers or distributors
- Diagnostic labs that sell proprietary products
- Growers, distributors, manufacturers or sellers of medical foods and dietary supplements
- Manufacturers of health-related wearable products
- Pharmaceutical companies or distributors
- Pharmacy benefit managers
- Reagent manufacturers or sellers

To remain in compliance with our accrediting agencies' definition of an eligible and ineligible companies, the Academy requires the potential education partner to complete Academy Policy 2.1 - *Potential Educational Partner Attestation Form* in order to document the organization's corporate structure, mission, organizational chart (incorporating the staff's reporting structure), and relationships with any parent/sister organizations. Completion of this document is required whether or not commercial support will be sought for future activities.

If it is not clear that the potential joint provider's organization is not an eligible company as defined by the ACCME Standards for Integrity and Independence in Accredited Continuing Education, the potential joint provider will submit documentation to Joint Accreditation or the ACCME for an official determination of the organization's ability to be a joint provider. If this is the case, any costs charged by the Joint Accreditation or ACCME will be the responsibility of the potential joint provider.

## Role of Joint Provider

It is also expected that the joint provider organization will review, and adhere to, all policies and procedures posted of the Academy.

On the first occurrence that a non-accredited joint provider organization works with the Academy, they will be required to sign Academy Policy 2.2 - *Joint Provider Agreement*, which delineates each organization's roles and responsibilities. The need for a joint provider agreement for subsequent programs will be determined on a case-by-case basis, however at a minimum joint providers will be asked to sign the agreement annually. Factors which may necessitate subsequent joint provider agreements include: complexity of program, involvement of multiple joint providers, etc. The non-accredited joint provider (and other external organizations signing the joint provider agreement) will agree to abide by all rules, regulations, and legal requirements of any entity having jurisdiction over accredited continuing education, and of the Academy.

Failure of a joint provider to meet the Academy's requirements may place the Academy's accreditation status in jeopardy. Therefore, the Academy reserves the right to withdraw certification of an educational activity if the joint provider does not adhere to all accrediting agency policies and criteria, as well as the Academy's policies and procedures.

## Planning Committee and Faculty Selection

The Academy will send Academy Policy 10.0 *Disclosure Form* to all prospective planner/faculty educator/panelist/author/reviewer or others who will be in a position to influence the content of the activity. Disclosures must be completed and returned to the Academy before the person can be involved in the activity.

Upon receipt of disclosure forms, the Academy will review the forms for relevant financial relationships and develop a method to mitigate any relevant conflicts in accordance with Academy Policy 9.1 - *Policy on Disclosure of Relevant Financial Relationships*. If the Academy

is unable to mitigate a relevant financial relationship, the Academy will not approve the individual's involvement in the activity. Individuals who refuse to provide this information will be disqualified from involvement in the planning and implementation of accredited CE.

The Academy, as accredited provider, will take the following steps when developing accredited continuing education:

1. Collect Information about all financial relationships of those in a position to influence content.
2. Exclude owners or employees of ineligible companies
3. Identify relevant financial relationships
4. Mitigate relevant financial relationships
5. Disclose all relevant financial relationships to learners

## **Application for and Management of Commercial and Non-Commercial Support**

Prior to any request for grant funding or finalizing a proposal, the Academy must receive all appropriate information for review and approval prior to submission.

All grant funding is to be in the form of an independent educational grant, payable to the Academy. In rare circumstances, grants may be paid to the joint provider with the approval of the Academy. The Academy will reimburse the joint provider via invoices based on milestones agreed to in advance by the Academy and Joint Provider for work performed (i.e. management hours, out-of-pocket expenses, etc.) as set forth in Academy Policy 2.2 - *Joint Provider Agreement*