

JOINT PROVIDER LETTER OF AGREEMENT

As an accredited provider of continuing education activities, DMU may enter into a joint provider agreement with non-accredited organizations. In such cases, DMU will enter into a written agreement with appropriate representatives from the organizations involved. The "Joint Provider Letter of Agreement" will clearly define the parameters of the cooperative relationship by delineating the roles and responsibilities of each party.

This Letter of Agreement is to confirm that

(Joint Provider) is entering into a "Joint Provider" relationship with Des Moines University (DMU) Osteopathic Medical Center (Accredited Provider) to develop the continuing education activity

" _____ " (activity title) on
(date) at _____ (location).

This agreement is effective from _____ to _____, or until such time as all responsibilities outlined herein are fulfilled.

DESCRIPTION OF SERVICES

The Accredited Provider shall provide the following services:

- 1.
- 2.
- 3.
- 4.
- 5.

The Joint Provider will be responsible for the following services and associated costs:

1. Registration
2. Facility rental
3. Marketing
4. Speaker honorarium and travel expenses
5. Catering
6. Any other incurred expenses

ROLE OF THE ACCREDITED PROVIDER

As the Accredited Provider of the continuing education activity, DMU will take all actions necessary to ensure compliance with the [Accreditation Council of Continuing Medical Education \(ACCME\) Standards for Commercial Support: Standards to Ensure Independence in CME Activities](#), [American Osteopathic Association \(AOA\) Accreditation Requirements Category 1 CME Sponsors](#), [Iowa Board of Nursing 655 Iowa Administrative Code, Chapter 5](#), and [Council on Podiatric Medical Education Standards and Requirements for Approval of Providers of Continuing Education in Podiatric Medicine](#). Any action not explicitly stated here but deemed necessary by the Accredited Provider to comply with these requirements will be implemented. The Accredited Provider will

have the final decision, including withdrawal of its accreditation for the activity up to and during the activity if the non-accredited provider fails to meet accreditation guidelines.

The Accredited Provider assumes responsibility for:

1. Development of the educational activity which includes:
 - a. Conducting an evidence-based needs assessment
 - b. Developing measurable learning objectives
 - c. Content selection and agenda development
 - d. Speaker selection
 - e. Selecting educational methods
2. Development of the promotional materials to ensure all required information is included
3. Evaluation of the educational activity
4. Calculation and awarding of continuing education contact hours. Certificates for joint provider activities cannot be provided by the Joint Provider.
5. Ensuring independence and absence of commercial bias
6. Maintenance of records

ROLE OF THE JOINT PROVIDER

The Joint Provider confirms that

- The continuing education activity is for scientific or educational purposes only and is not intended to directly or indirectly promote a commercial interest
- A commercial interest company cannot influence any portion of the educational activity. This includes, but not limited to content development, speaker or content selection, expenditure of finances, evaluation, etc.
- The Accredited Provider is solely responsible for the design and educational content of the continuing education activity, production of educational and audiovisual materials, and selection of speakers
- Commercial interest exhibits, or activities are separate from the continuing education activity
- The Accredited Provider exercises full control in managing unrestricted funds provided by commercial interests

The Joint Provider must submit the following to the Accredited Provider prior to the continuing education activity

- Planning committee members and their completed conflict of interest disclosure forms
- List of speakers, professional qualifications, and completed disclosure forms
- Evidence-based needs assessment
- Measurable learning objectives for the overall activity
- Agenda to include times, presentation titles, and speakers
- Preliminary budget to include all sources of income and expenses
- Promotional materials for approval prior to distribution
- Signed unrestricted, educational grant commercial interest agreements
- Blank evaluation form

The Joint Provider must submit the following to the provider within four (4) weeks of the continuing education activity

- Final agenda
- A copy of the promotional materials
- Final budget reconciliation including actual income and expenses
- Activity sign-in sheet
- Attendee attestation form
- Excel document which includes the demographic information for all attendees
- Evaluation summary

INDEPENDENCE AND ABSENCE OF COMMERCIAL BIAS

The Accredited Provider must ensure balance, independence, objectivity, and scientific rigor in all accredited educational activities. The Accredited Provider defines a commercial interest as “any entity producing, marketing, re-selling, or distributing health care goods or services consumed by, or used on, patients. The Accredited Provider does not consider providers of clinical service directly to patients to be commercial interests.

Disclosure with commercial interest companies must be made by all individuals who have influence over the content of the educational activity (e.g., activity director(s), planning committee, speakers, moderator, etc.). Any individual who refuses to disclose relevant financial relationships will be disqualified from the development, management, presentation, or evaluation of the activity. The intent of the disclosure is not to prevent an individual from being involved in a continuing education activity, but to provide learners with information on which they can make their own judgments.

The Accredited Provider has a mechanism for the identification and resolution of all known conflicts of interest prior to the delivery of the educational activity. Methods to resolve conflicts of interest include but are not limited to the following:

1. Peer review of presentation materials to ensure balance and unbiased content
2. Recusal of the conflicted person from planning or presenting
3. Divestiture of the financial relationship

The Accredited Provider shall disseminate to learners a statement that identifies financial relationships (or the lack thereof) of all individuals who have influence over the content of the educational activity. The disclosure statement must include the following:

1. Name of the individual
2. Name of the commercial interest(s)
3. Nature of the relationship the individual has with each commercial interest
4. Absence of a relevant financial relationship(s) if applicable

The Accredited Provider shall have a mechanism in place to inform and ensure speakers present a balanced, unbiased view of all therapeutic options. This mechanism must inform the use of investigational and off-label products, encourage the use of generic names, and identify the product names associated with competing companies, if trade names are used.

COMMERCIAL INTEREST SUPPORT

All commercial interest support (grants, educational grants, in-kind, etc.) for the activity must meet the requirements of each accrediting body mentioned above.

The Accredited Provider must be apprised of all educational grants and the way in which the money has been disseminated. Although written agreements of commercial support may be signed by the Joint Provider, the Accredited Provider must sign the same agreement.

CONTINUING EDUCATION INFORMATION

The following information must be included on the activity website exactly as written or provided the Accredited Provider.

Accreditation Statements: Announcement of, or the request for, continuing education credit cannot be made until the activity has been approved by the Accredited Provider. Once the activity is approved for continuing

education credit, the Accredited Provider will provide the accreditation statements and respective logos. The accreditation statements must be used exactly as they are written and cannot be altered in any way.

Disclosure: Everyone in a position to control the content of this educational activity will disclose to the CME provider and to attendees all relevant financial relationships with any commercial interest. The speaker(s) will disclose if any pharmaceuticals or medical procedures and devices discussed are investigational or unapproved for use by the U.S. Food and Drug Administration (FDA). Determination of educational content and the selection of speakers is the responsibility of the activity director. Firms providing financial support did not have input in these areas.

Disclaimer: The information provided at this activity is for continuing education purposes only and is not meant to substitute for the independent medical judgment of a healthcare provider relative to diagnostic and treatment options of a specific patient's medical condition. The content of each presentation does not necessarily reflect the views of Des Moines University.

EDUCATIONAL ACTIVITY EVALUATION

At the conclusion of the continuing education activity, the Joint Provider shall assess the effectiveness of the continuing education activity in meeting the learning objectives in terms of improved strategies, skills, and/or patient care. This assessment may be achieved through a variety of methods including pre- and post-tests, pre- and post-audience response polling, post-activity evaluation, learner interview, etc. The evaluation summary will be prepared by the Joint Provider and forwarded to DMU CME for review and record keeping. The evaluation process for regularly scheduled series and activities must be conducted at least twice a year.

The evaluation must request learners to assess areas including, but not limited to, the following:

- Educational content (comprehensive, appropriate, and adequately in-depth to meet the stated objectives)
- Methods by which the activity enhances professional competence, performance, and patient outcomes
- Quality of the instructional process and presentations including the effectiveness of educational methods and teaching materials
- Individual instructor quality, effectiveness, and presence of commercial bias
- Adequacy of facilities and resources
- Overall management of the activity
- Identification of professional needs or interest for future activities

COMPENSATION

Joint Provider shall pay Des Moines University \$ _____ for the services outlined in the "Description of Services" section.

Additional DMU notes:

- Compensation will be incorporated into the activity budget. **DMU Accounting Number:**
- An invoice will be sent to the person identified below. Compensation must be received within 30 days of the invoice date. **DMU Accounting Number:** 110-1435-44799

Attn:

Organization:

Address:

Phone:

Email:

ASSIGNMENT OF FINANCIAL RESPONSIBILITY

The organization listed above will be financially responsible for the educational activity.

Surplus: A check for the profit shall be mailed to name and address below no more than 60 days after the event.
Deficit: An invoice shall be mailed to the address below no more than 60 days after the event. Include a copy of the organizations W-9.

Attn: _____ Organization: _____

Address: _____

Phone: _____ Email: _____

TERMINATION

Either party may terminate this Agreement by providing ninety (90) days written notice of termination to the other party. 50% of the compensation received will be refunded OR a \$300 cancelation fee will apply if canceled with less than ninety (90) days written notice prior to the activity start date. If either party defaults on any of its obligations under this Agreement (excluding payment obligations which are covered below), and the default continues for thirty (30) days after the non-defaulting party provides written notice thereof, then the non-defaulting party may, at its option, terminate this Agreement upon written notice.

I have read, understood, and agreed to comply with the above stated regulations. I recognize that continuing education credit provided by Des Moines University is subject to these regulations and credit may be withdrawn if these regulations are not appropriately met.

Des Moines University
Accredited Provider

Name: Mark Peiffer **Title:** Senior Vice President & Chief Financial Officer

Signature: _____ **Date:** _____

Joint Provider

Name: _____ **Title:** _____

Signature: _____ **Date:** _____