

Joint Providership Guidelines

The American College of Osteopathic Family Physicians (ACOFP) is accredited by the American Osteopathic Association (AOA) to provide osteopathic continuing medical education to physicians and the American Council for Continuing Medical Education (ACCME) to provide continuing medical education for physicians. As required by the AOA and ACCME, all activities designated by ACOFP for AOA Credit and *AMA PRA Category 1 Credit(s)*™ must comply with the <u>Standards for Integrity and Independence</u> including activities planned and implemented through joint providership. ACOFP is committed to ensuring that all jointly provided activities provide clinically relevant educational activities for practitioners that promote improvements or quality in health care that are independent of the control of <u>an ineligible company</u>.

Any activity to be considered for joint providership must be aligned with both the mission of the ACOFP's CME Program and the definition of continuing medical education (CME) as specified by the AOA, ACCME and the American Medical Association (AMA). All applications for joint providership will be assessed based on their individual merits. The ACOFP reserves the right to accept or deny joint providership of individual CME activities, at its sole discretion. The applying organization must agree to follow all policies, procedures, and formats as set forth by the ACOFP. Joint providership activity approval does not imply endorsement of the activity by the ACOFP.

Terms and Conditions

- 1. **Termination:** If either party breaches these guidelines, the other party shall give notice to the breaching party and provide thirty (30) days to cure the breach. If said breach is not cured, the party may terminate the providership without further notice.
- 2. **Indemnification:** The applying organization agrees to indemnify and hold harmless ACOFP for any claims or expense arising from this educational activity, including those brought by any participant, the host facility, and/or another third party.
- 3. **Non-Waiver:** Any failure by either party to detect, protest, or remedy any breach of these guidelines shall not constitute a waiver or impairment of any such term or condition, or the right of such part at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition.

4. Payment:

- a. All fees are payable 30 days after approval of joint providership is received by applying organization.
- b. Once final activity approval has been granted, all remaining fees are nonrefundable.

ACOFP Responsibilities

- Designate activities for AOA Credit and AMA PRA Category 1 Credit(s)TM and collaborate with the joint provider to
 ensure that all AOA and ACCME Accreditation Criteria, Policies, and Standards for Integrity and Independence are
 met. Any action not explicitly stated here, but deemed necessary by the ACOFP to comply with these requirements
 will be implemented.
- 2. Provide joint providership, templates, checklists, and/or forms for educational design and documentation.
- 3. Review Joint Providership Educational Plan and related files and provide ongoing consultation as appropriate.
- 4. Review, approve, and sign Letters of Agreement (LOAs), if applicable (financial support, monetary or in-kind). All LOAs pertaining to financial support must be approved and signed by ACOFP prior to the start of the activity.
- 5. Review and approve, in advance, all promotional and onsite materials (brochures, advertisements, flyers, syllabi, and website information). The ACOFP must be listed on all materials as the Accredited Provider.
- 6. Review faculty disclosures; provide guidance on acceptable mechanisms to mitigate any conflicts of interest (COI).

- 7. Reserve the right to monitor all educational activities, at the expense of the joint provider. The joint provider will reimburse all travel, lodging and other expenses involved.
- 8. Maintain participant roster for 6 years.
- 9. Maintain Joint Providership Educational Plan and activity file documentation for 6 years.

Non-accredited Provider Responsibilities

- 1. Carefully review all joint providership materials in order to comply with the requirements specified by ACOFP.
- 2. Plan the educational activity:
 - a. Discover the learners' needs and educational/practice gaps;
 - b. Establish educational objectives and activity schedule;
 - c. Design educational content and format(s) considering desirable physician attributes and adult learning principles;
 - d. Develop and produce all activity materials;
 - e. Secure venue/facility for activity (if applicable).
- 3. Faculty management:
 - a. Select expert faculty, and identify/mitigate any conflicts of interest;
 - b. Obtain disclosure of all financial relationships from the planning committee and faculty;
 - c. Mitigate COIs according to ACOFP policies;
 - d. Submit disclosure and mitigation information to the ACOFP.
- 4. Create and manage activity finances.
- 5. Secure financial support (optional) in compliance with the Standards for Integrity and Independence
 - a. Utilize ACOFP template for letters of agreement (LOAs);
 - b. Obtain appropriate signatures on LOAs prior to activity;
 - c. Collect monies or in-kind support;
 - d. Include ACOFP as a signatory on each LOA.
- 6. Obtain ACOFP approval on all promotional and onsite materials prior to final production and dissemination. ACOFP is not responsible for advertising/promoting jointly provided activities. Non accredited providers may request to advertise through the ACOFP by emailing support@acofp.org.
- 7. Make all disclosures (financial relationships, financial support, etc.) to learners prior to activity start.
- 8. Conduct the activity and evaluate the activity.
- 9. Complete and submit the Activity Summary Form to the ACOFP within 60 days following the activity.

Updated 7/29/2022