



## JOINT PROVIDERSHIP AGREEMENT

WHEREAS, **ORGANIZATION NAME, ORGANIZATION ADDRESS**, (“the Joint Provider”) wishes to enter into a contract for joint providership of an educational activity in the form of a Live Seminar, entitled, **CME ACTIVITY NAME**, to take place on **ACTIVITY DATE(S)**, located at **ACTIVITY LOCATION**); and

WHEREAS, **ORGANIZATION NAME** has submitted an initial application to the ISMA to jointly provide **\_\_\_\_\_ hours** of CME for said Educational Activity; and

WHEREAS, the Indiana State Medical Association (“ISMA”), located at 322 Canal Walk, Indianapolis, Indiana, 46202, is approved by the Accreditation Council for Continuing Medical Education as a CME accrediting entity and is familiar with the continuing medical education requirements; and

WHEREAS, the ISMA wishes to enter into a contract (“the Agreement”) to jointly provide the afore-mentioned Educational Activity with **ORGANIZATION NAME**;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Duties of Joint Provider.** In order for the Educational Activity to be eligible for CME credit, the Joint Provider will assist the ISMA by performing the following activities in accordance with any timelines provided by the ISMA:
  - a. Budget - The Joint Provider will prepare an itemized budget for the Educational Activity, including all revenue and expenses.
  - b. Expenses – The Joint Provider will pay all Educational Activity expenses.
  - c. Facility, Schedule and Food - The Joint Provider will negotiate and enter into an agreement with the facility where the Educational Activity will be held. The Joint Provider will also plan the schedule (including breaks), food and beverages.
  - d. Insurance - The Joint Provider will obtain the necessary insurance coverage for the Educational Activity, including insurance as required by the facility where the Educational Activity will be held.
  - e. Worksheet - The Joint Provider will identify the CME need, determine the learning objectives, the content of the program, and the delivery method.

- f. Brochure - The Joint Provider will provide copy of the Educational Activity brochure to the ISMA for final approval prior to distribution. If the brochure is unacceptable to ISMA, the Joint Provider shall reprint the brochure, where applicable. The ISMA will not unreasonably withhold approval. After approval, the Joint Provider will distribute the brochure to potential registrants.
- g. Presenters and Planning Committee Members – The Joint Provider will select and contract with the planning committee members and presenters and will provide the ISMA with the completed Disclosure of Financial Relationship Forms for all planners and presenters by the deadlines required by the ISMA. The Joint Provider understands that no employees or owners (including spouses/partners) of ACCME-defined commercial interest can serve on the planning committee or as a presenter and will provide the ISMA with the completed Disclosure of Financial Relationship forms for all planning committee members prior to any activity planning. The ISMA will not accredit the Educational Activity if a member of the planning committee or presenter is an employee or owner (including spouses/partners) of ACCME-defined commercial interest. If the ISMA determines a potential conflict of interest exists with a presenter or planner, the Joint Provider will be instructed to take certain action to resolve the conflict, up to and including recusal of the individual from the program.
- h. Commercial Support - The Joint Provider will provide the ISMA with the completed and signed Commercial Support agreements and abide by all CME commercial support guidelines and policies.
- i. Syllabus - The Joint Provider will coordinate and print the Educational Activity syllabus.
- j. Agenda - The Joint Provider will prepare and provide the ISMA with a program agenda for the Educational Activity.
- k. Presenter Materials - The Joint Provider will provide the ISMA with the presenters' presentation materials by the deadline required by the ISMA). The Joint Provider is solely responsible for ensuring that no "protected health information" as that term is defined by the Health Insurance Portability and Accountability Act is included in such materials.
- l. Attendance Sheet - The Joint Provider will prepare an attendance sheet for the Educational Activity and provide it to the ISMA for initial review. After conclusion of the Educational Activity, the Joint Provider will provide the ISMA with a complete listing of all attendees.
- m. Registration - The Joint Provider will receive and process all attendee registrations, collect the registration fees, send confirmations of registration, and provide sufficient staffing for on-site check-in during the Educational Activity. The Joint Provider will ensure that attendees provide email addresses at registration and check-in.

- n. On-site Communication – If the ISMA staff person is attending the Educational Activity, the Joint Provider will provide the assigned ISMA staff person a communications device to communicate directly with the Joint Provider while at the Educational Activity, if the ISMA staff person determines it to be necessary.
- o. Evaluations - The Joint Provider will prepare an evaluation form and provide it to the ISMA for approval. The Joint Provider will provide the approved form to the attendees for completion and analyze the responses, providing a final summary to the ISMA.
- p. Presenter Honorariums - The Joint Provider will pay all presenter honoraria when authorized by the ISMA, in accordance with the ISMA honorarium policy.
- q. Certificates of Attendance - The Joint Provider will create a sample certificate of attendance and provide it to the ISMA for approval prior to the activity. The Joint Provider will provide approved certificates of attendance to each attendee and provide to the ISMA a sample copy of one completed certificate.
- r. Statement of Completion – If the ISMA staff person is not in attendance at the Educational Activity, the Joint Provider will sign a statement assuring that the event was completed as approved by ISMA.
- s. The Joint Provider will maintain the following; for a period of six years:
  - Attendance sheets
  - Conflict of interest forms
  - Commercial support agreements
  - Budget, including itemized expense receipts
  - Certificates
- t. Audit – If the ISMA is audited for their providership activities under this Agreement, the Joint Provider will cooperate and assist with the audit as requested by the ISMA and/or the auditing entity.
- u. Fees - The Joint Provider will promptly pay to the ISMA the fees set forth in this Agreement.

**2. Assurances by the Joint Provider.** The Joint Provider understands and assures the ISMA the following:

- a. The Joint Provider will utilize the person designated by the ISMA as its primary point of contact. The Joint Provider acknowledges that this person is not the Joint Provider's employee and that the ISMA retains full control over its employee(s).
- b. The Joint Provider will treat all ISMA employees respectfully and professionally.

- c. The Joint Provider will provide the ISMA with all necessary information and materials in a timely fashion in order for both parties to fulfill the obligations of this Agreement.
- d. The Joint Provider will not violate any third party rights, including intellectual property, nor cause the ISMA to do so.
- e. The Joint Provider understands that the ISMA has the right at any time to refuse CME credit for any activity or session that does not comply with CME guidelines.

**3. Duties of ISMA.** The ISMA will provide the following services (“Providership Services”) for the Joint Provider:

- a. Application - The ISMA will evaluate the CME application to ensure that it sufficiently addresses attendee learning gaps and needs.
- b. Brochure and Promotional Materials - The ISMA will provide the Joint Provider with the required CME content for the brochure and/or other promotional materials, including website content. The ISMA will review, edit and approve the Educational Activity materials prepared by the Joint Provider before finalized and distributed by the Joint Provider.
- c. Presenters - The ISMA will provide the Joint Provider with Disclosure of Financial Interest and Content Validation forms. The ISMA will assist the Joint Provider in reviewing the forms and the proper disclosure policies.
- d. Commercial Support - The ISMA will review and approve the Commercial Support agreements for compliance with ACCME guidelines and authorize the Joint Provider to receive funds from the commercial supporters.
- e. Exhibitors/Advertisers - The ISMA will review and approve the exhibitor information including company name, contact name, fee amount, terms and copy of payment made to the Joint Provider.
- f. Presenter Honorariums and Expenses - The ISMA will authorize the Joint Provider to directly pay the presenter honorariums and expenses, in accordance with the ISMA’s Speaker Honoraria and Travel Expenses Policy.
- g. Staffing – If requested and possible, the ISMA will provide the assigned staff person to be on-site during the Educational Activity to assist with registration and with other matters concerning the CME-related activities that arise during the course of the Educational Activity. However, because the steps necessary to accredit the Educational Activity primarily occur before the event, the ISMA does not have to attend the event in order to provide accreditation.

- h. Certificate of Attendance - The ISMA will provide the Joint Provider with an electronic template of the certificate of attendance for the Joint Provider's completion.
- i. Evaluations - The ISMA will provide the Joint Provider with required CME language in the form of a sample form template and review the final evaluation form adopted by the Joint Provider.
- j. File - The ISMA will complete and retain a CME activity file for the Educational Activity which contains the following information:
  - Joint Providership Intake Form
  - Planning worksheet
  - Marketing materials, both print and electronic form
  - Conflict of interest information
  - Commercial support information
  - Exhibitor information
  - Program budget
  - Program syllabus
  - Program presentations or slide sets
  - Attendance sheet
  - Program evaluation
  - Sample copy of a certificate of attendance

**4. Assurances by the ISMA.** The ISMA assures the Joint Provider as follows:

- a. The ISMA will treat the Joint Provider and the Educational Activity presenters and attendees respectfully and professionally.
- b. The ISMA will provide the Joint Provider with all necessary information and materials in a timely fashion in order for both parties to fulfill the obligations of this Agreement.
- c. The ISMA is, and will at all relevant times remain, accredited by the Accreditation Council for Continuing Medical Education to jointly provide this Educational Activity. The ISMA shall immediately notify the Joint Provider if the ISMA's accreditation is rescinded prior to completion of this Educational Activity.

**5. Fees.**

- a. The ISMA's fee for providing the Providership Services for the Educational Activity is **\$FEE** plus reimbursement for any travel and meal expenses ("Flat Fee Plus Expenses Rate"). A non-refundable installment of **\$INSTALLMENT** is due at the time this Agreement is executed. The remainder, or **\$REMAINDER**, is due within 15 days after the completion of the Educational Activity.

- b. The Joint Provider shall pay the ISMA an additional fee of \$85 per hour for the ISMA staff to attend an Educational Activity. Such fee shall be paid within 15 days of the Educational Activity.
- c. If due to no uncured breach by the ISMA this Agreement is terminated prior to the completion of the Educational Activity or the Educational Activity is cancelled or does not otherwise occur, the ISMA shall retain the non-refundable installment and the Joint Provider shall pay to the ISMA \$80 per hour plus expenses for any time and expenses incurred to date in furtherance of this Agreement which are not covered by the non-refundable installment ("Time and Expenses Rate"), not to exceed the Flat Fee Plus Expenses Rate. Such payment is due within five (5) business days of termination/cancellation.

**6. Termination.** The parties may terminate this Agreement by written notice under the following circumstances:

- a. By the ISMA – If the Joint Provider is in breach of this Agreement, the ISMA shall give written notice to the Joint Provider and provide thirty (30) days to cure the breach. If said breach is not cured, the ISMA may terminate the Agreement without further notice. The Joint Provider shall pay the ISMA the fees set forth in Section 5(c) of this Agreement.
- b. By the Joint Provider – If the ISMA is in breach of this Agreement, the Joint Provider shall give written notice to the ISMA and provide thirty (30) days to cure the breach. If said breach is not cured, the Joint Provider may terminate the Agreement without further notice.
- c. By mutual agreement of the parties. The ISMA is entitled to charge and the Joint Provider is obligated to pay the ISMA the fees set forth in Section 5(c) of this Agreement, unless otherwise agreed to by the ISMA.
- d. By either party. Either party may terminate this Agreement upon written notice if the ISMA is not accredited by the Accreditation Council for Continuing Medical Education.

**7. Indemnification.** The Joint Provider agrees to indemnify and hold harmless the ISMA for any claims arising from this Educational Activity, including those brought by any attendee, presenter, the host facility, or any other third party but excluding claims arising from the acts of ISMA or the failure to act of ISMA.

**8. Limitation of Liability.** To the maximum extent permitted by law, the Joint Provider agrees to limit the ISMA's liability to the amount of the ISMA's fee in this Agreement. This limitation of liability shall apply regardless of the cause of action or legal theory pled or asserted.

**9. Non-Waiver.** Any failure by either party to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of any term or condition.

**10. Severability.** If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

**11. Force Majeure.** Neither party shall be in default by reason of any failure in performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, default by subcontractors or suppliers, acts of God or of the public enemy, U.S. or foreign government acts in either a sovereign or contractual capacity, labor, fire, flood, epidemic, public health emergency, restrictions, strikes, and/or freight embargoes.

**12. Notice.** All communications between the parties which are required or permitted to be in writing shall be sent by hand delivery, with receipt obtained, or by prepaid, first class U.S. postal service mail, certified return receipt requested, sent to the address specified in the first paragraph of this Agreement. Or, they may be provided by fax at the numbers specified below. By written communication, either party may designate a different address for purposes hereof.

**13. Governing Law and Jurisdiction.** This Agreement shall be governed by, construed, and interpreted in accordance with the laws of Indiana without regard to its rules governing conflicts of law. The parties agree that any suit filed related to this Agreement must be filed in state court in Marion county, Indiana.

**14. Amendment.** This Agreement may not be amended except by mutual written consent of both parties.

**15. Authority.** The persons signing this document indicate by their signatures that they are properly authorized to enter into this Agreement on behalf of their respective parties.

**16. Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of each party and their respective heirs, successors and assigns.

AGREED TO ON THE DATE SIGNED BELOW:

**Joint Provider**

**ISMA**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Julie D. Reed

Title: \_\_\_\_\_

Title: Executive Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Fax #: \_\_\_\_\_

Fax #: 317-261-2076