

1. Number of programs/activities?

2. Length of program.
1 hour 8 Hour Multi-day

3. Format of program
Live Digital
Select below only if live
single track? Concurrent tracks?

4. Program content –
will it be the same activity/content delivered multiple times (across states or regions)
will unique programs be developed for each?

5. Number of faculty/presenters?

6. Number of anticipated participants?

7. Have you received any commercial support for the activity?
Yes No

8. Accreditation types requested?
AMA PRA Category 1 Credit™
Nurses (California Board of Registered Nursing)
Case managers
Dietitians
Pharmacists
Chiropractors
Other

9. Is your company a non-profit?

Yes

No

10. What problem are you trying to address: is it a problem of not knowing, not knowing what to do, or not doing?

11. How do you know it is a problem for your learners?

12. How will you know if you have been successful in addressing the problem?



JOINT PROVIDER ATTESTATION FORM

The Academy for Continued Healthcare Learning is committed to ensuring that all jointly provided activities are planned and produced in accordance with the Accreditation Council for Continuing Medical Education (ACCME) Standards for Integrity and Independence in Accredited Continuing Education and to providing clinically relevant educational activities for practitioners to promote improvements or quality in health care that are independent of the control of commercial interests. As part of this commitment, ACHL does not jointly provide CME activities with ineligible companies. **An ineligible company is defined by the ACCME as those whose primary business is producing, marketing, selling, re-selling, or distributing healthcare products used by or on patients.**

Standard 2 of the ACCME Standards for Integrity and Independence in Accredited Continuing Education states that “an ineligible company cannot take the role of non-accredited provider in a joint provider relationship.” Therefore, it is the responsibility of AHCL to ensure that all non-accredited organizations with which we collaborate are not commercial interests or owned or controlled by a commercial interest. To facilitate the determination of your eligibility to enter into a joint sponsorship relationship with ACHL, we ask that you complete the following questionnaire and return it for our review.

I. Organization

Name:

Company Name:

Tax ID:

Address:

Website:

Phone Number:

Email:

II. Mission

A. Please provide a brief overview of your organization or attach a copy of your mission statement.

III. Corporate Structure

- A. Does your organization, or a part of your organization, produce, market, re-sell, or distribute health care goods or services consumed by or used on patients?

Yes No

- B. Does your organization have a parent company that produces, markets, re-sells, or distributes health care goods or services consumed by, or used on, patients? (A "parent company" is a separate legal entity that owns or fiscally controls an accredited provider or non-accredited organization.)

Yes No

- C. Does your organization have a sister company that produces, markets, re-sells, or distributes health care goods or services consumed by, or used on, patients? (A "sister company" is a separate legal entity which is a subsidiary of the parent company and which maintains a governance structure and activities separate from both the parent company and the accredited provider or non-accredited joint provider. The sister company does not control or direct, in whole or in part, the operations of the accredited provider or non-accredited organization.)

Yes No

- D. Does your organization advocate for an ACCME-defined ineligible company?

Yes No

- E. Does your organization have a parent company that advocates for an ACCME-defined ineligible company?

Yes No

- F. Does your organization have a sister company that advocates for an ACCME-defined ineligible company?

Yes No

If you answered "Yes" to any of the above statements, please complete section IV, Corporate Firewalls.

IV. Corporate Firewalls

If any affiliate (sister company) or subsidiary of your organization is involved in providing commercial or other company-directed activities for an ineligible company, you must have a corporate firewall in place to maintain independence in the development of content and implementation of CME activities. Therefore, please verify that your organization has guidelines and firewalls in place to provide for separation of CME and promotional staff (e.g. independent, non-overlapping management, distinct and separate staff responsible for the development of educational content, separate physical locations, different telephone and fax numbers and Internet domains for e-mail addresses, individual computer networks, etc.).

A. Please describe or attach the elements of your firewall/firewall policy.

B. Is your organization set-up as a separate legal entity?

Yes No

C. Attach an organizational chart that depicts how your organization and management, and content-related personnel are distinct and separate from those that are involved in providing commercial or other company-directed activities for a commercial interest.

D. Please answer yes or no to the following questions.

1. Your company is not owned or controlled by an ineligible company.

Yes No

2. Your company has separate management.

Yes No

3. Your company is the employer of record.

Yes No

4. Your company has a governance structure separate from the governance structure of the commercial interest.

Yes No

5. Your company receives any funds from an ineligible company only as commercial support.

Yes No

V. Attestation

A. I hereby certify that the above information is correct and that ACHL will be immediately notified if any of the above information changes.

Signature

Date

Print Name

Title

INTERNAL USE ONLY – REVIEW AND ACCEPTANCE

This organization has been reviewed and approved as a joint sponsor of CME activities with ACHL.

Signature: _____ Date: _____

Sara Brykalski, Director of Accreditation and Educational Effectiveness, ACHL

JOINT PROVIDER POLICIES

1. A commercial interest cannot take the role of non-accredited partner in a joint provider relationship.
2. Jointly provided activities must be consistent with ACHL CME/CE mission and purpose statements.
3. ACHL Director of Accreditation must be involved in the planning and development of any jointly provided activity it designates for credit. The Director of Accreditation must review and approve the needs assessment process, learning objectives, design of educational activity, final faculty selection, awarding of credits or contact hours, and evaluation methodology.
4. All jointly provided activities must comply with the joint providership policies of the accrediting bodies (ACCME, ACPE, CBRN, CCMC, and CDR). Any funds solicited on behalf of the activity must be received by ACHL or must be authorized to be delivered to the joint provider who shall provide budgets and updates in writing to ACHL. In cases of joint providership, the non-accredited sponsor may solicit funds with the direction of ACHL and but may not make any representations or commitments of funding sources regarding content, choice of faculty, or anything else not allowed by the policies of the accrediting bodies (ACCME, ACPE, CBRN, CCMC, and CDR). All commercial supporters must sign ACHL's standard letter of agreement, unless otherwise approved by the Director of Accreditation and Educational Effectiveness. The commercial supporter must be acknowledged in the activity's materials.
5. ACHL will review the budget for any proposed jointly provided activity to ensure that adequate resources have been devoted to the development of an activity consistent with meeting the activity's objectives. ACHL will withdraw from an activity if resources are inadequate for the development of a high-quality activity.

6. ACHL's Director of Accreditation must review and approve all materials associated with the activity prior to their release; once these materials have been reviewed and approved by the Director of Accreditation no further changes can be made.
7. The appropriate, joint providership accreditation statement must appear on all jointly sponsored CME/CE materials.
8. Any and all funds solicited on behalf of a CME/CE activity must either (a) be received by ACHL, or (b) be delivered to the joint provider with ACHL's authorization.
9. The responsibilities and role of the joint provider will be clearly delineated in a letter of agreement between the joint provider and ACHL. ACHL has the right to withdraw from any activity if the joint provider fails to meet its obligations as described in the letter of agreement or fails to comply with ACHL CME/CE policies and procedures.
10. ACHL holds its jointly provided activities to the same standards as the activities it directly sponsors with regard to fulfillment of its CME/CE mission, needs assessment, setting of objectives, use of systematic planning processes, evaluation, and documentation. In addition, ACHL upholds the policies of the ACCME, ACPE, CBRN, CCMC, and CDR related to commercial support and enduring materials. Any confusion regarding ACHL policies will be resolved by the Director of Accreditation, whose decision in any dispute is final.
11. All potential joint providership relationships will be examined on their individual merits. Although all CME/CE activities jointly sponsored with ACHL must comply with this policy, ACHL reserves the right to refuse to enter into a joint providership agreement for any reason whatsoever, regardless of that organization's willingness to comply with this policy.
12. ACHL will charge fees for its services. These fees and the terms for their payment will be mutually agreed upon and delineated in a letter of agreement between ACHL and the joint sponsor. Fees might include the following:
 - a) Administrative fee may reflect (a) oversight and involvement in the planning process by members of ACHL's staff and/or consultants that represent ACHL Compliance; (b) expertise in the rules and responsibilities of providers, joint providers, and commercial supporters of continuing medical education activities as derived from authorities including the ACCME, ACPE, and AMA; and (c) fees required to maintain full accreditation.
 - b) Content reviewer fee may represent fees to be paid by ACHL to selected content reviewers. These fees will be negotiated between ACHL and the content reviewer(s) and will be submitted as a line item to the joint sponsor for inclusion in the projected budget for the CME/CE activity.
 - c) Certificate fee may represent the costs to ACHL associated with the awarding of credit and the maintenance of seven years of detailed records of participation in CME/CE activities certified by ACHL.
13. For jointly provided activities, the joint provider is responsible for maintaining auditable records and providing a detailed final budget to ACHL.