

JOINT PROVIDERSHIP AGREEMENT

Between
The Hanley Center for Health Leadership and Education
And
Education Partner (Joint Provider)

Joint Provider Name
(Company/Division): _____

Address: _____

City, State, Zip: _____

Primary Contact: _____

Email Address: _____ Telephone Number: _____

I. Definitions

The Accreditation Council for Continuing Medical Education (ACCME) defines the following terms:

Eligible Company(ies) – Organizations whose mission and function are: (1) providing clinical services directly to patients; or (2) the education of healthcare professionals; or (3) serving as fiduciary to patients, the public, or population health; and other organizations that are not otherwise ineligible.

Employees - Individuals hired to work for another person or business (the employer) for compensation and who are subject to the employer's direction on how to perform the job.

Ineligible Company(ies) - Those whose primary business is producing, marketing, selling, reselling, or distributing healthcare products used by or on patients. Examples include advertising, marketing, or communication firms whose clients are ineligible companies, device manufacturers or distributors, pharmaceutical companies, or distributors, etc.

Joint Providership – The planning, implementation, and evaluation of a CME activity by an accredited provider and one or more nonaccredited entities.

Joint Provider – The nonaccredited entity engaged in Joint Providership. All Joint Providers must be eligible companies.

Owners – Individuals who have an ownership interest in a company, except for stockholders of publicly traded companies, or holders of shares through a pension or mutual fund.

Relevant Financial Relationships – An individual's financial relationships of any dollar amount when the educational content that they control is related to the business lines or products of an ineligible company and have been in effect within the last 24 months.

II. Purpose and Intent of Agreement

The Hanley Center for Health Leadership and Education is accredited by the Maine Medical Association Committee for Continuing Medical Education and Accreditation (CCMEA) to provide continuing medical education for physicians. The Hanley Center strives to provide quality continuing educational activities that are evidence-based, scientifically accurate, and independent of any commercial influence. The Hanley Center and Joint Provider intend to implement an educational activity that fully meets the *ACCME Accreditation Criteria* and policies, including but not limited to the *ACCME Standards for Integrity and Independence in Accredited Continuing Education*, the American Medical Association (AMA) Core Requirements, the Food and Drug Administration (FDA) Guidance on Industry-Supported Scientific and Educational Activities, and any other CME standards and regulations that Hanley Center deems appropriate and applicable.

Hanley Center and Joint Provider Specific Responsibilities

[Appendix 2](#) to the Agreement identifies the actions required to complete the activity, and the party responsible for each action. The Joint Provider is required to meet deadlines for the responsibilities unless there is agreement by the Hanley Center and the Joint Provider to extend a deadline.

The Hanley Center will review each Activity submitted for approval and proposed content and assess whether they meet the appropriate and applicable CME standards and regulations. The Joint Provider shall comply with MMET's directions, including but not limited to editing the content of the Activity, intended to achieve or maintain compliance with ACCME standards and guidance. If, at any point, the Hanley Center determines in its sole discretion that the Activity or content thereof do not meet the applicable CME standards and regulations or the Joint Provider does not meet required deadlines, the Hanley Center may withdraw its accreditation and terminate this Agreement upon notice to the Joint Provider.

For the sake of clarity, none of the following may be posted, printed, or otherwise deployed with any reference to CME or Joint Providership until the Hanley Center has reviewed and approved the activity in writing:

- Marketing materials
- Presentations, handouts, and any other content related to the activity
- Learner assessments or evaluation tools including pre-tests and post-activity evaluations
- CME certificate template

III. Ensure Content is Valid

Accredited providers are accountable to the public for presenting clinical content that supports safe, effective patient care. The MMET and the Joint Provider will develop educational content that actively promotes improvements in health care and not proprietary interests of ineligible companies. The Hanley Center and the Joint Provider will cooperate to ensure that patient care recommendations made during CME activities are accurate, reliable, and based on scientific evidence. Clinical care recommendations must be supported by data or information accepted within the profession of medicine. The Hanley Center may request and review content materials to assess compliance with the ACCME's content validity standards and guidelines. The Joint Provider will abide by the Hanley Center's judgment on these matters and will cooperate with Hanley Center requests and directions in this regard.

Please refer to [Appendix 1](#), Standard 1 for additional guidance about content validity.

IV. Prevent Commercial Bias and Marketing in Accredited Continuing Education

Accredited providers must protect learners from commercial bias and marketing in accredited continuing education. All decisions relating to the planning, faculty selection, delivery, and evaluation of accredited continuing education must be made without any influence or involvement from the owners and employees of

an ineligible company. The educational activity must be free of marketing or sales of products or services. Faculty must not promote or sell products or services that serve their professional or financial interests during the educational activity.

Please refer to [Appendix 1](#), Standard 2 for additional guidance on preventing commercial bias and marketing in accredited continuing education.

V. Owners and Employees of Ineligible Companies

Owners and employees of ineligible companies may not have any role where they are in a position to control the content of accredited continuing education, except in the specific situations identified by the ACCME that maintain independence and serve the public interest. The Hanley Center, in its sole discretion, will review and determine whether the circumstances meet the special use cases. The Joint Provider will abide by the Hanley Center's judgment on this matter and will cooperate with Hanley Center requests and directions.

Please refer to [Appendix 1](#), Standard 3, item 2 for detailed guidance.

VI. Identify and Mitigate Relevant Financial Relationships

The Joint Provider is required to collect disclosure information from all individuals in control of the activity's content on their financial interests with ineligible companies. An individual must disclose all financial relationship(s) within the past twenty-four (24) months. Any individual who refuses to provide disclosure information may not participate in the planning or delivery of the activity. The Hanley Center has the right to review the disclosure information and determine appropriate steps. The Joint Provider will abide by the Hanley Center's judgment in these matters and will cooperate with Hanley Center requests and directions in this regard.

Please refer to [Appendix 1](#), Standard 3 for detailed guidance regarding identification and mitigation of relevant financial relationships.

VII. Communicate Disclosure of Relationships to Learners

The Hanley Center will provide guidance on the Disclosure Statement, which includes the presence and/or absence of all relevant financial relationships for the activity. The Joint Provider must prepare this statement in writing and distribute the disclosure to learners prior to the beginning of the activity. Evidence of the disclosure to learners must be provided with Post-CME Activity Materials.

VIII. Appropriate Management of Commercial Support

The Hanley Center or the Joint Provider may seek commercial support for the activity. The terms, conditions, and purposes of the commercial support must be documented in a written agreement between the commercial supporter, the Hanley Center, and the Joint Provider and/or other educational partner(s). The Hanley Center must be a party to the agreement for commercial support and retains the rights to approve the terms of such, even if the support is given directly to the Hanley Center's educational partner or Joint Provider. This agreement must be fully executed by all parties prior to the beginning of the activity. The Hanley Center shall review the agreement to assure compliance with various laws, regulations, policies, and procedures, including but not limited to compliance with ACCME policies and guidance.

If the company with which the Joint Provider seeks commercial support requires the Hanley Center as a 501c3 company to be the responsible party, the Hanley Center charges a fee of 8% of the commercial support received to be a Fiscal Sponsor. In this situation, the Hanley Center is directly responsible for the receipt and distribution of the commercial support received. In addition, the Letter of Agreement for Commercial Support must be approved by the Hanley Center Board of Directors if the Hanley Center is to be a Fiscal Sponsor. As this process takes significantly more time, the Letter of Agreement must be submitted at least 3 months prior to the activity to allow for approval by the Hanley Center Board of Directors.

The Hanley Center or Joint Provider must make all decisions regarding the receipt and disbursement of the commercial support. Ineligible companies may not pay directly for any of the expenses related to the education of the learners. Commercial support may be used to fund honoraria or travel expenses of planners, faculty, and others in control of content for those roles only. Commercial support may not be used to pay for travel, lodging, honoraria, or personal expenses for individual learners or groups of learners in accredited education. Commercial support may be used to defray or eliminate the cost of the education for all learners.

If the Activity receives commercial support, the Joint Provider must provide a statement to the learners in writing that acknowledges the name(s) of the ineligible company(ies) and the nature of the support including monetary and in-kind. Other sources of financial support will also be disclosed if appropriate. The Joint Provider will abide by the Hanley Center's judgment regarding what support will be acknowledged and will cooperate with Hanley Center requests and directions in this regard. Evidence of the disclosure to learners regarding commercial support must be submitted with Post-CME Activity Materials.

Please refer to [Appendix 1](#), Standard 4 for additional guidance on managing commercial support.

IX. Appropriate Management of Ancillary Activities Offered in Conjunction with Accredited Continuing Education

The Hanley Center and the Joint Provider will cooperate to ensure that education is separate from marketing by ineligible companies – including advertising, sales, exhibits, and promotion – and from nonaccredited education. Further, the Hanley Center and the Joint Provider will cooperate to ensure that the selling of advertising or exhibit space is a business transaction entirely separate from the acceptance of commercial support for accredited continuing education. Ineligible companies may not provide access to, or distribute, accredited education to learners. The Joint Provider will abide by the Hanley Center's judgment on these matters and will cooperate with Hanley Center requests and directions in this regard.

Learners must be able to easily identify the difference between accredited education and other types of activities. The Hanley Center will provide direction to the Joint Provider for a-c:

- a. Live continuing education activities: Marketing, exhibits, and nonaccredited education developed by or with influence from an ineligible company or with planners or faculty with unmitigated financial relationships must not occur in the educational space within 30 minutes before or after an accredited education activity. Activities that are part of the event but are not accredited for continuing education must be clearly labeled and communicated as such.
- b. Print, online, or digital continuing education activities: Learners must not be presented with marketing while engaged in the accredited education activity. Learners must be able to engage with the accredited education without having to click through, watch, listen to, or be presented with product promotion or product-specific advertisement.
- c. Educational materials that are part of accredited education (such as slides, abstracts, handouts, evaluation mechanisms, or disclosure information) must not contain any marketing produced by or for an ineligible company, including corporate or product logos, trade names, or product group messages.

Please refer to [Appendix 1](#), Standard 5 for detailed guidance regarding advertising, sales, exhibits and promotion.

X. Data and Reporting Requirements

Evaluation Data: The Joint Provider must have the Hanley Center's approval of the evaluation to be used for the activity. The Joint Provider will submit to the Hanley Center the data or information generated from the activity on changes in learners' competence, performance and/or patient outcomes and for all other required data within 45 days following the activity.

Reporting Requirements: The Joint Provider will submit to the Hanley Center documentation of income, attendance and any other required reports within 45 days following the activity.

Attendance: Registration and attendance is handled by the Joint Provider. The Hanley Center requires an attendance report, including learners' first and last names, contact information including email address, designation (MD, DO, etc.) and *AMA PRA Category 1 Credits™* earned within 45 days following the conclusion of the activity.

Activity Records: The Hanley Center and the Joint Provider will maintain final documentation of the activity planning, evaluation, attendance, and financial information including a complete financial reconciliation for audit purposes for at least six years from the date of the activity's original release.

The Joint Provider shall upon request provide the Hanley Center with any additional documentation necessary to comply with the ACCME Accreditation Criteria and policies or as otherwise required by any state, federal, or regulatory authority.

XI. Payment for Services and Fiscal Responsibilities

The Hanley Center will assess a non-refundable application fee based on a published fee schedule which is payable with the Activity Application and before CME approval is granted. The fee may be remitted via check or credit card.

XII. Activity Changes and Agreement Termination

The Hanley Center is relying on the accuracy of the Joint Provider's representations in the CME Activity Approval Application submitted for consideration for *AMA PRA Category 1 Credit™*. Therefore, if there are any changes to the activity, including but not limited to:

- Addition, deletion, or substitution of faculty;
- Addition, deletion, or substitution of content creators or reviewers;
- The time, date, and/or location of the activity;
- The content of the activity (including the title of a presentation or the whole activity);
- The agenda of the activity; or
- The questions used to evaluate the activity

The Joint Provider must inform the Hanley Center of these changes, and the Hanley Center may choose to withdraw its accreditation and terminate this Agreement immediately upon notice to the Joint Provider. If the Joint Provider does not notify the Hanley Center of any changes in a timely manner, the Hanley Center may choose to withdraw its accreditation and terminate this Agreement immediately upon notice to the Joint Provider.

This Agreement is effective upon the signature by both parties. This Agreement remains in effect until the Hanley Center revises the Agreement and requests a new Agreement to be signed by both parties.

Either party may terminate the Agreement with thirty (30) days written notice to the other party at any time, with or without cause. In the event of termination, the Joint Provider will be responsible for paying the Hanley Center the non-refundable application fee. The Hanley Center reserves the right to immediately terminate the Agreement or to rescind *AMA PRA Category 1 Credit™* for failure to meet any of the above requirements that may, in the Hanley Center's discretion, place the Hanley Center in noncompliance with the ACCME requirements or other state, federal or regulatory authority requirements.

XIII. Obligation Fulfillment and Liability

While this Agreement remains in place, the Hanley Center may take whatever steps it reasonably believes necessary to maintain compliance with applicable laws, policies, and regulations including but not limited to ACCME Accreditation Criteria, Standards for Integrity and Independence, and policies. The Joint Provider will abide by the Hanley Center's judgment on these matters and will immediately cooperate with Hanley Center requests and directions in this regard.

Joint Provider will perform all of its obligations in full compliance with all applicable laws, regulations, standards, policies and guidance, and will indemnify and hold harmless the Hanley Center, its employees, officers it assigns against any damages, cost, or expense, including reasonable attorney’s fees, due to any claim by any third party regarding the Activity or the Materials or arising out of any breach by Joint Provider of any term or representation of this Agreement. Hanley Center will give Joint Provider prompt notice of any such claim.

Joint Provider will not disparage or denigrate the Hanley Center or its representatives, except that Joint Provider may make truthful statements as part of a Legal Proceeding or if compelled by Court Order or otherwise required by law or ACCME standards. Joint Provider agrees that any information furnished to it by the Hanley Center is a valuable asset of the Hanley Center and will be kept confidential (“Confidential Information”). Joint Provider will use Confidential Information only as permitted by the Hanley Center and will take all necessary and proper steps to prevent unauthorized use or disclosure of Confidential Information. For purposes of clarity, the terms of this Joint Provider Agreement and the parties’ dealings hereunder shall be considered Confidential Information.

Hanley Center’s total aggregate liability for any claims of Joint Provider arising from or related to this Agreement shall not exceed the amounts Hanley Center collected in the prior twelve months from the Joint Provider pursuant to “Payment for Services and Fiscal Responsibilities” above. In no event shall the Hanley Center be liable to Joint Provider or any third party for incidental, exemplary, special, indirect, consequential, or punitive damages including, but not limited to, lost business profits and loss, damage, or destruction of data even if the Hanley Center has been advised of the possibility of the same.

For: **Hanley Center for Health Leadership and Education**

Print Name: _____

Title: _____

Signature: _____

Date: _____

For: **Joint Provider**

Print Name: _____

Title: _____

Signature: _____

Date: _____

Attestation:

I have read the ACCME *Standards for Integrity and Independence in Accredited Continuing Education* and will abide by them.

Joint Provider Signature: _____

Date: _____

Appendix 1

Standards for Integrity and Independence in Accredited Continuing Education

Standard 1: Ensure Content is Valid

Standard 1 applies to all accredited continuing education.

1. All recommendations for patient care in accredited continuing education must be based on current science, evidence, and clinical reasoning, while giving a fair and balanced view of diagnostic and therapeutic options.
2. All scientific research referred to, reported, or used in accredited education in support or justification of a patient care recommendation must conform to generally accepted standards of experimental design, data collection, analysis, and interpretation.
3. Although accredited continuing education is an appropriate place to discuss, debate, and explore new and evolving topics, these areas need to be clearly identified as such within the program and individual presentations. It is the responsibility of accredited providers to facilitate engagement with these topics without advocating for, or promoting, practices that are not, or not yet, adequately based on current science, evidence, and clinical reasoning.
4. Organizations cannot be accredited if they advocate for unscientific approaches to diagnosis or therapy, or if their education promotes recommendations, treatment, or manners of practicing healthcare that are determined to have risks or dangers that outweigh the benefits or are known to be ineffective in the treatment of patients.

Standard 2 – Prevent Commercial Bias and Marketing in Accredited Continuing Education

Standard 2 applies to all accredited continuing education.

1. The accredited provider must ensure that all decisions related to the planning, faculty selection, delivery, and evaluation of accredited education are made without any influence or involvement from the owners and employees of an ineligible company.
2. Accredited education must be free of marketing or sales of products or services. Faculty must not actively promote or sell products or services that serve their professional or financial interests during accredited education.
3. The accredited provider must not share names or contact information of learners with any ineligible company or its agents without the explicit consent of the individual learner.

Standard 3 – Identify, Mitigate, and Disclose Relevant Financial Relationships

Standard 3 applies to all accredited continuing education.

1. **Collect information:** Collect information from all planners, faculty, and others in control of educational content about all their financial relationships with ineligible companies within the prior 24 months. There is no minimum financial threshold; individuals must disclose all financial relationships, regardless of the amount, with ineligible companies. Individuals must disclose regardless of their view of the relevance of the relationship to the education. Disclosure must include:
 - a. The name of the ineligible company with which the person has a financial relationship.
 - b. The nature of the financial relationship. Examples of financial relationships include employee, researcher, consultant, advisor, speaker, independent contractor (including contracted research), royalties or patent beneficiary, executive role, and ownership interest. Individual stocks and stock options should be disclosed; diversified mutual funds do not need to be disclosed. Research funding from ineligible companies should be disclosed by the principal or named investigator even if that individual's institution receives the research grant and manages the funds.
2. **Exclude owners or employees of ineligible companies:** Review the information about financial relationships to identify individuals who are owners or employees of ineligible companies. These individuals must be excluded from controlling content or participating as planners or faculty in accredited education. There are three exceptions to this exclusion – employees of ineligible companies can participate as planners or faculty in these specific situations:
 - a. When the content of the activity is not related to the business lines or products of their employer/company.
 - b. When the content of the accredited activity is limited to basic science research, such as preclinical research and drug discovery, or the methodologies of research, and they do not make care recommendations.
 - c. When they are participating as technicians to teach safe and proper use of medical devices, and do not recommend whether or when a device is used.

3. **Identify relevant financial relationships:** Review the information about financial relationships to determine which relationships are relevant. Financial relationships are relevant if the educational content an individual can control is related to the business lines or products of the ineligible company.
4. **Mitigate relevant financial relationships:** Take steps to prevent all those with relevant financial relationships from inserting commercial bias into content.
 - a. Mitigate relationships prior to the individuals assuming their roles. Take steps appropriate to the role of an individual. For example, steps for planners will likely be different than for faculty and would occur before planning begins.
 - b. Document the steps taken to mitigate relevant financial relationships.
5. **Disclose all relevant financial relationships to learners:** Disclosure to learners must include each of the following:
 - a. The names of the individuals with relevant financial relationships
 - b. The names of the ineligible companies with which they have relationships
 - c. The nature of the relationships
 - d. A statement that all relevant financial relationships have been mitigated.

Identify ineligible companies by their name only. Disclosure to learners must not include ineligible companies' corporate or product logos, trade names, or product group messages.

Disclose absence of relevant financial relationships. Inform learners about planners, faculty, and others in control of content (either individually or as a group) with no relevant financial relationships with ineligible companies.

Learners must receive disclosure information, in a format that can be verified at the time of accreditation, before engaging with the accredited education.

Exceptions: Accredited providers do not need to identify, mitigate, or disclose relevant financial relationships for any of the following activities:

1. Accredited education that is non-clinical, such as leadership or communication skills training.
2. Accredited education where the learner group is in control of content, such as spontaneous case conversation among peers.
3. Accredited self-directed education where the learner controls their educational goals and reports on changes that resulted, such as learning from teaching, remediation, or a personal development plan. When accredited providers serve as a source of information for the self-directed learner, they should direct learners only to resources and methods for learning that are not controlled by ineligible companies.

Standard 4 – Manage Commercial Support Appropriately

Standard 4 applies only to accredited continuing education that receives financial or in-kind support from ineligible companies.

1. **Decision-making and disbursement:** The accredited provider must make all decisions regarding the receipt and disbursement of the commercial support.
 - a. Ineligible companies must not pay directly for any of the expenses related to the education or the learners.
 - b. The accredited provider may use commercial support to fund honoraria or travel expenses of planners, faculty, and others in control of content for those roles only.
 - c. The accredited provider must not use commercial support to pay for travel, lodging, honoraria, or personal expenses for individual learners or groups of learners in accredited education.
 - d. The accredited provider may use commercial support to defray or eliminate the cost of education for all learners.
2. **Agreement:** The terms, conditions, and purposes of the commercial support must be documented in an agreement between the ineligible company and the accredited provider. The agreement must be executed prior to the start of the accredited education. An accredited provider can sign onto an existing agreement between an accredited provider and a commercial supporter by indicating its acceptance of the terms, conditions, and amount of commercial support it will receive.
3. **Accountability:** The accredited provider must keep a record of the amount or kind of commercial support received and how it was used, and must produce that accounting, upon request, by the accrediting body or by the ineligible company that provided the commercial support.
4. **Disclosure to learners:** The accredited provider must disclose to the learners the name(s) of the ineligible company(ies) that gave the commercial support, and the nature of the support if it was in-kind, prior to the learners engaging in the

education. Disclosure must not include the ineligible companies' corporate or product logos, trade names, or product group messages.

Standard 5: Manage Ancillary Activities Offered in Conjunction with Accredited Continuing Education

Standard 5 applies only when there is marketing by ineligible companies or nonaccredited education associated with the accredited continuing education.

1. Arrangements to allow ineligible companies to market or exhibit in association with accreditation education must not:
 - a. Influence any decisions related to the planning, delivery, and evaluation of the education.
 - b. Interfere with the presentation of the education.
 - c. Be a condition of the provision of financial or in-kind support from ineligible companies for the education.
2. The accredited provider must ensure that learners can easily distinguish between accredited education and other activities.
 - a. Live continuing education activities: Marketing, exhibits, and nonaccredited education developed by or with influence from an ineligible company or with planners or faculty with unmitigated financial relationships must not occur in the educational space within 30 minutes before or after an accredited education activity. Activities that are part of the event but are not accredited for continuing education must be clearly labeled and communicated as such.
 - b. Print, online, or digital continuing education activities: Learners must not be presented with marketing while engaged in the accredited education activity. Learners must be able to engage with the accredited education without having to click through, watch, listen to, or be presented with product promotion or product-specific advertisement.
 - c. Educational materials that are part of accredited education (such as slides, abstracts, handouts, evaluation mechanisms, or disclosure information) must not contain any marketing produced by or for an ineligible company, including corporate or product logos, trade names, or product group messages.
 - d. Information distributed about accredited information that does not include educational content, such as schedules and logistical information, may include marketing by or for an ineligible company.
3. Ineligible companies may not provide access to, or distribute, accredited education to learners.

Appendix 2

CME Activity Responsibilities

PRIOR TO THE ACTIVITY		
Task	Hanley Center	Joint Provider
Joint Provider Agreement	Submits Joint Provider Agreement to Joint Provider for review and signature	Reviews, signs, and submits the agreement to Hanley Center
Faculty Disclosure Forms	Provides Faculty Disclosure Form	Contacts, collects, and submits completed faculty disclosure forms from all individuals in control of content, including planners, presenters, content reviewers, moderators, etc.
Commercial Support Letters of Agreement	Provides a Letter of Agreement for Joint Provider if ineligible company does not have a standard letter of agreement. Reviews signed letter and approves with Hanley Center signature.	Collects and submits a signed Letter of Agreement from all ineligible companies that provide financial or in-kind commercial support.
CME Activity Application	<ul style="list-style-type: none"> - Provides templates for materials including evaluation, CME Certificate, and Certificate of Participation. - Reviews all submitted materials. - Provides instructions for any modifications that must be made to meet requirements. - Sends approval letter when all materials meet CME requirements. - Adds activity to the ACCME's Program and Activity Reporting System (PARS) - Adds activity to CME Passport and MMA website as requested. 	<p>Prepares, collects, and submits the following materials at least 2 weeks prior to the activity:</p> <ul style="list-style-type: none"> - Application Fee - CME Activity Application - Faculty Disclosure Forms - Mitigation Form, as applicable - Bios/CVs/Resumes for presenters - Promotional Materials/Agenda - Evaluation - CME Certificate - Commercial Support Letters of Agreement, if applicable <p>Modifies and resubmits materials as directed by the Hanley Center</p>
Mitigation	<p>Determines whether disclosed financial relationships are relevant financial relationships.</p> <p>Determines appropriate mitigation steps for individuals with relevant financial relationships.</p> <p>Determines if an individual must be excluded from planning or presenting at an activity due to an unmitigable relevant financial relationship.</p>	<p>Enacts mitigation steps for all individuals with mitigable relevant financial relationships as determined by the Hanley Center.</p> <p>Excludes individuals with unmitigable relevant financial relationships as determined by the Hanley Center.</p> <p>Submits Mitigation Form to document mitigation steps taken.</p>
Disclosure Statements	<p>Provides guidance on the disclosure to learners about the presence and/or absence of relevant financial relationships.</p> <p>Provides guidance on the disclosure to learners regarding commercial support.</p>	<p>Prepares a written disclosure to learners about the presence and/or absence of relevant financial relationships.</p> <p>Prepares a disclosure to learners regarding any commercial support received from ineligible companies.</p> <p>Presents verifiable disclosure to learners prior to their engagement with educational content. Submits evidence of disclosure to learners with Post-CME Activity Materials.</p>

DURING THE ACTIVITY		
Task	Hanley Center	Joint Provider (JP)
Track Attendance		Collects names and credentials of all individuals who participated in the activity. Must differentiate between physicians and other learners.
Disclosure to Learners		<p>Prior to the delivery of educational content, presents the disclosure to learners in writing regarding relevant financial relationships.</p> <p>Presents the disclosure to learners in writing regarding commercial support, as applicable.</p>
Evaluation		Provides instructions on how learners can earn CME and administers the evaluation to learners.
POST ACTIVITY		
Task	Hanley Center	Joint Provider (JP)
Certificates		Issues CME Certificates to MDs and DOs. Issues Certificates of Participation to other learners.
Post-CME Activity Materials	<p>Reviews materials and requests additional information as needed.</p> <p>Reports physician credits earned into CME Passport.</p> <p>Updates learners and closes activity in PARS.</p>	<p>Prepares and submits the following within 45 days following the activity:</p> <ul style="list-style-type: none"> - Post-CME Activity Report - Attendance List - Physicians Claiming CME Spreadsheet - Evaluations or Evaluation Summary - Evidence of Disclosure to Learners - Commercial Support Tracker, as applicable
Activity Retention	Retains all activity materials and attendance records for 6 years.	Retains all activity materials and attendance records for 6 years.