

**LETTER OF AGREEMENT FOR COMMERCIAL SUPPORT
CONTINUING EDUCATION (CE)**

Between Arkansas Colleges of Health (ACHE) (Accredited Provider)* &
_____ (Joint Provider)*
“and” _____ (Commercial Supporter, herein “Company”).

**Accredited Provider and Joint Provider, herein also referred to collectively as “CE Sponsors.”

Title of CE Activity:	
Location (Venue, City, State, Country):	
Estimated Audience Number:	
Company’s (Commercial Support) Address:	
City, State, Zip:	
Contact Person:	
Telephone:	
Fax:	
Email:	
Accredited Provider’s Address:	7000 Chad Colley Boulevard
City, State, Country, Zip:	Fort Smith, AR 72916
Contact Person:	
Telephone:	

Fax:
Email:

The above Company wishes to provide an educational grant/support for the _____
(named CE activity) in the amount of \$ _____ .00 .

** The CE Sponsors are committed to presenting continuing education (CE) activities that promote improvements or quality in healthcare and are independent of any Commercial Interest. As part of this commitment, the CE Sponsors have outlined in this written letter of agreement the terms, conditions, and purposes of Commercial Support for CE activities.*

TERMS AND CONDITIONS:

1. **Statement of Purpose:** This CE activity is for scientific and educational purposes only and will not promote the company's products, directly or indirectly.
2. **Control of Content & Selection of Presenter & Moderators:**
 - a) The CE Sponsors are responsible for control of all decisions regarding the identification of educational needs, determination of learning objectives, content and selection of presenters and moderators, and all persons and organizations that will be in a position to control the content of the CE, selection of educational methods, target audience, evaluation methods and marketing.
 - b) Company, or its agents, will respond only to CE Sponsors, who will disclose financial or other relationships between Company and speaker, and will provide this information in writing.

- c) The Company will not require the CE Sponsors to accept advice or services concerning faculty, authors, participants and/or other educational matters, including content, as conditions of receiving this commercial support.
 - d) CE Sponsors will record role of Company, or its agents, in suggesting presenter(s); will seek suggestions from other sources, and will make selection of presenter(s) based on balance and independence.
3. **Involvement in Content:** There will be no “scripting,” emphasis, or influence on content by the Company or its agents.
4. **Disclosure of Financial Relationships:** CE Sponsors will ensure disclosure to the audience of (a) Company support and (b) any significant relationship between the CE Sponsors and the Company (e.g., grant recipient) or between individual speakers or moderators and the Company.
5. **Ancillary Promotional Activities:** No promotional activities will be permitted in the same room or obligate path as the educational activity. No product advertisements will be permitted in the program room. Live or enduring promotional activities must be kept separate from the CE activity. Promotional materials cannot be displayed or distributed at the activity location immediately before, during or after a CE activity.
6. **Objectivity & Balances:** CE Sponsors will make every effort to ensure that data regarding the Company's products (or competing products) are objectively selected and presented, with favorable and unfavorable information and balanced discussion of prevailing information on the product(s) and/or alternative treatments.
7. **Limitations of Data:** CE Sponsors will ensure, to the extent possible, disclosure of limitations of data (e.g., ongoing research, interim analyses, preliminary data, or unsupported opinion).
8. **Discussion of Unapproved Uses:** CE Sponsors will require that presenters disclose when a product is not approved in the United States for the use under discussion.
9. **Opportunities for Debate:** CE Sponsors will ensure opportunities for questioning or scientific debate.
10. **Independence of CE Sponsors in the use of Contributed Funds:**
- a) Funds should be in the form of an educational grant made payable to: _____ (Joint Provider). Funds should be in the form of an unrestricted educational grant. The Accredited Provider agrees funds may be made payable directly to the (Joint Provider or Educational Provider).
 - b) All other support associated with this CE activity (e.g., distributing brochures, preparing slides) must be given with the full knowledge and approval of CE Sponsors.
 - c) No other funds from the Company will be paid to the program director, faculty, or other involved with the CE activity (e.g., additional honoraria, extra social events, etc.).
 - d) Funds may be used to cover the cost of one or more modest social activities held in conjunction with the educational program, which furthers the CE educational experience and/or allows an educational discussion and exchange of ideas. If Company sponsors a social event, the requirements set forth in Sections 1, and 3-5 will still apply.

11. **Attending CE Activity:** Employees of Company may attend the CE activity, but may not engage in sales or promotional activities which include displaying any items with logos or Company name while in the space or place of the CE activity.
12. **Provider of CE:** The Company may not be the agent providing the CE activity to the learners.
13. The **Company (Commercial Supporter)** agrees to abide by all requirements of the **ACHE Joint Providership Program “and” ACCME Standards for Commercial SupportSM** to ensure independence in the activity.
14. The **Joint Provider** agrees to:
 - a) Abide by all requirements of the **ACHE Joint Providership Program “and” ACCME Standards for Commercial SupportSM** to ensure independence in the activity;
 - b) Acknowledge educational support from the Company in program brochures, syllabi, and other program materials. **If a conflict of interest is identified, CE Sponsor will resolve the conflict consistent with applicable standards and guidelines as set forth by ACCME Standards for Commercial SupportSM.**
 - c) Upon request, furnish the Company a report concerning the expenditure of the funds provided. In addition, the Joint Provider agrees to provide the Company reportable information that is reasonably needed by the Company in order to fulfill its reporting obligations under any federal, state or local law.

DEFINITIONS:

- **Accredited CE Provider:** An institution, organization or affiliate that is accredited by the ACCME to present programs that qualifies for *AMA PRA Category 1 Credit*TM. Accredited Provider has the discretion of allowing a non-accredited organization (**Joint Provider**) to jointly provide CE activities with it. It is the Accredited Provider's responsibility to ensure that the CE activities follow ACHE and ACCME CE Requirements.
- **Commercial Interest:** Any proprietary entity producing, marketing, re-selling, or distributing health care goods or services consumed by, or used on, patients. The ACCME does not consider providers of clinical service directly to patients to be commercial interests [Non-profit, government organizations and non-health care related companies are exempt]. A commercial interest is not eligible for ACCME accreditation or participation in Joint Providership.
- **Commercial Support:** Financial, or in-kind, contributions given by a Commercial Interest which is used to pay all or part of the costs of a continuing education (CE) activity.
- **CE activity:** An educational offering that is planned, implemented, and evaluated in accordance with the ACCME Accreditation Criteria, Standards for Commercial Support, and policies; the AMA Physician's Recognition Award CE credit system standards and policies; and the AMA Council on Ethical and Judicial Affairs pertinent opinions.

AGREED BY AUTHORIZED REPRESENTATIVES

Company (Commercial Supporter):

Authorized Signature

Print Name

Title

Organization

Date

Accredited Provider:

Authorized Signature

Print Name

Title

Arkansas Colleges of Health Education
Organization

Date

Joint Provider:

Authorized Signature

Print Name

Title

Organization

Date