



The Minnesota Medical Association (MMA) is accredited by the Accreditation Council for Continuing Medical Education (ACCME) to provide continuing medical education for physicians. As required by the ACCME, all activities designated by MMA for *AMA PRA Category 1 Credit(s)TM* must comply with the [Standards for Integrity and Independence](#) including activities planned and implemented through joint providership. MMA 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 [an ineligible company](#).

Any activity to be considered for joint providership must be aligned with both the mission of the MMA's CME Program and the definition of continuing medical education (CME) as specified by the ACCME and the American Medical Association (AMA). All applications for joint providership will be assessed based on their individual merits. The MMA 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 MMA. Joint providership activity approval does not imply endorsement of the activity by the MMA.

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. In the event of termination, the non-accredited provider will be responsible for paying MMA the non-refundable application fee, and the full credit fee if the Activity takes place. If the Activity does not take place, the amount due will be pro-rated by the percentage of work that is completed.
2. **Indemnification:** The applying organization agrees to indemnify and hold harmless MMA 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. **Use of MMA branding:** In no event may non-accredited provider use any of MMA's name, marks, logos or the like without MMA's prior written approval in each instance, except as noted in MMA's approval notification.
5. **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.
6. **Miscellaneous:**
 - a. The MMA 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 MMAS' discretion, place the MMA in non-compliance with the ACCME requirements or other state, federal or regulatory authority requirements.
 - b. While this Agreement remains in place, the MMA 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 and policies. The non-accredited provider will abide by the MMA's judgment on these matters and will immediately cooperate with MMA requests and directions in this regard.

MMA Responsibilities

1. Designate activities for *AMA PRA Category 1 Credit(s)TM* and collaborate with the joint provider to ensure that all ACCME Accreditation Criteria, Policies, and Standards for Integrity and Independence are met. Any action not explicitly stated here, but deemed necessary by the MMA 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 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 MMA 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 MMA 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 MMA.
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 relevant financial relationships from the planning committee and faculty.
 - c. Mitigate COIs according to MMA and ACCME policies.
 - d. Submit disclosure and mitigation information to the MMA.
4. Create and manage activity finances.
5. Secure financial support (optional) in compliance with the ACCME Standards for Integrity and Independence
 - a. Utilize MMA template for letters of agreement (LOAs);
 - b. Obtain appropriate signatures on LOAs prior to activity;
 - c. Collect monies or in-kind support;
 - d. Forward fully executed LOAs to the MMA.
6. Obtain MMA approval on all promotional and onsite materials prior to final production and dissemination. MMA is not responsible for advertising/promoting jointly provided activities. Non accredited providers may request to advertise through the MMA by emailing mma@mnmed.org.
7. Make all disclosures (relevant 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 MMA within 60 days following the activity.

Updated 9/16/2021