

Joint Providership Activity Agreement:

Agreement Between the American Society for Metabolic and Bariatric Surgery (ASMBS), the Accredited Provider, and **[ENTER NAME]** (the “Joint Provider”) *A State Chapter of the ASMBS.*

By signing this agreement, the Joint Provider affirms that the Continuing Medical Education (CME) activity is designed to enhance or maintain the knowledge, competence, and/or performance that physicians use to provide care for patients.

The Joint Provider accepts full responsibility for all aspects of the planning and implementation of this CME activity in compliance with the Accreditation Council for Continuing Medical Education (ACCME) Accreditation Criteria and the ACCME Standards for Integrity and Independence in Accredited Continuing Education.

Activity Details

Meeting Title:

Location:

Date:

Requested Duration / Credit Hours:

Main Contact

Name:

Role:

Email:

ASMBS and the Joint Provider agree to the following:

- i. All planners—individuals involved in the planning and development of educational content—must have submitted their disclosures to ASMBS and received approval prior to the start of activity planning, in order to comply with ACCME regulations.
- ii. Per ACCME policy, the accredited provider must inform the learner of the joint providership relationship through the use of the appropriate accreditation statement.
- iii. Per ASMBS policy, the Joint Provider is required to publish the Accreditation Statement provided by the Accredited Provider in all applicable educational materials to ensure learners are informed of the joint providership relationship, in accordance with ACCME requirements
- iv. All proposed CME activities must be reviewed and approved by the ASMBS CME Compliance Manager to ensure compliance with ACCME accreditation criteria
- v. As the ACCME-accredited provider, ASMBS will determine and assign the appropriate AMA PRA Category 1 Credit™ for the activity. ASMBS reserves the right to immediately withdraw or revoke the designation of credit and to terminate this Agreement at any time, including last-minute revocation of accreditation, during the planning or implementation of the activity—without penalty to ASMBS—if the Joint Provider fails to comply with ACCME requirements, the terms of this Agreement, or any applicable accreditation standards, including those related to content validity and overall compliance.
- vi. All commercial support for the activity is subject to approval of the ASMBS.
- vii. The accredited provider is responsible for the business and operations of the activity.

- viii. The joint provider must provide the accredited provider with a complete and itemized budget for the activity, including all sources of revenue (such as exhibitor fees, commercial support, and registration fees) and all associated expenses within 30 days of the activity ending.
- ix. A Letter of Agreement (LOA) is required for any ineligible company—defined as an entity whose primary business is producing, marketing, selling, re-selling, or distributing healthcare products used by or on patients—that provides monetary or in-kind support for the activity.
- x. All Letters of Agreement (LOA) pertaining to educational grants and sponsorships must be approved and signed by ASMBS prior to the start of the activity.
- xi. All commercial support payments should be made directly to the Joint Provider. The Joint Provider is required to provide ASMBS with a copy of the fully executed commercial support agreement and a post-activity budget detailing the disbursement of funds within 30 days of the activity. If a commercial supporter requires the payment to be issued to ASMBS, ASMBS will reissue the funds to the Joint Provider, less a 5% administrative fee.
- xii. All promotional materials (brochures, advertisements, flyers, syllabi, and website information) must be approved by ASMBS in writing prior to being distributed. Joint providers are prohibited from engaging in any unapproved promotional or marketing activities.
- xiii. Accreditation of the proposed CME activity may not be advertised prior to the ASMBS approval.
- xiv. Joint Provider agrees to indemnify and hold harmless ASMBS against any claims or expenses arising from the educational activity.

The fee schedule payable to ASMBS is as follows:

- Application fee of \$500 is nonrefundable and must accompany the completed State Chapter Joint Providership Activity Agreement. *Select how this fee will be submitted.*
 - Credit Card Form (below)
 - Check (Mail to: ASMBS 14260 W. Newberry Road #418 | Newberry, FL 32669)
- A fee of \$250 assigned per credit hour for the activity is payable 30 days after approval of activity.

Once your Joint Providership Activity Agreement is approved you will receive an email from the ASMBS Compliance Manager that will contain instructions, the full CME application, and required documents.

Joint Provider:

Signature: _____

Print (Type) Name: **Date:**

Accredited Provider, ASMBS

Signature: _____

Print (Type) Name: **Date:**

14260 W. Newberry Road #418 | Gainesville, FL 32669 | Ph: 352.331.4900 | StateChaptersCME@asmbs.org | www.asmbs.org

ASMBS Credit Card Authorization Form

Joint Provider:
Meeting Title:
Date of submission:

Credit Card to be charged for the following:

- ☐ \$500 Joint Providership Application Fee
- ☐ \$250 per assigned maximum credit for the activity
Enter total credits offered for the activity:
-

☐ **Visa** ☐ **Mastercard** ☐ **American Express** ☐ **Discover**

Card Holder:

Card Number: **CVV Code:** **Expiration:**

Billing Address: **City:** **State:** **Zip:**

Address to send the receipt:

☐ **Billing Address** ☐ **Email:**

I agree to the charges listed above:

Date: