

Written Agreement for Commercial Support

(FINANCIAL OR IN-KIND SUPPORT FROM INELIGIBLE COMPANIES)

Practice Transformation Institute (the "Accredited Provider") is committed to presenting continuing medical education (CME) activities that promote improvements or quality in healthcare and are independent of the control of ineligible companies. As part of this commitment, we have outlined in this written letter of agreement the terms, conditions and purposes of commercial support for the CME activity delineated below. Commercial Support is defined as financial, or in-kind (non-financial), contributions given by an ineligible company*, which is used to support all or part of the costs of a CME activity. *ACCME defines an ineligible company are those whose primary business is producing, marketing, selling, re-selling, or distributing healthcare products used by or on patients.

| | | | |
|-------------------------------------|----|--------------------------|--|
| Ineligible Company: | | | |
| Educational Partner(s): | | | |
| Activity Title: | | | |
| Location: | | Date of Activity: | |
| Amount of Educational Grant: | \$ | | |

- In-Kind Support – Specify what will be provided:** _____
 (In the context of the ACCME's Standards for Commercial Support, non-monetary resources provided by an ineligible company in support of a CME activity. Examples of in-kind support include equipment, supplies, and facilities.)
- Financial Support**
 None

TERMS, CONDITIONS AND PURPOSES

1. **Statement of Purpose:** this activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the ineligible company.
2. **Control of Content:** Accredited Provider is responsible for all decisions regarding the identification of educational needs, determination, selection and presentation of needs, objectives, content, faculty, educational methods, evaluation, and audience of the activity; accredited provider will ensure that all decisions are made free of the control of the ineligible company. The ineligible company will not require the Accredited Provider to accept advice or services concerning teachers, authors, or participants or other education matters, including content, as conditions of receiving this grant.
3. **Appropriate Use of Commercial Support:** The ineligible company shall provide commercial support in the amount set forth above to the Accredited Provider promptly upon execution of this Agreement. The Accredited Provider will make all decisions regarding the disposition and disbursement of the funds from the ineligible company. All commercial support associated with this activity will be given with the full knowledge and approval of the Accredited Provider. No other payments shall be given to the director of the activity, planning committee members, teachers or authors, joint sponsor, or any others involved with the supported activity. The Commercial Support provided herein has not been determined in a manner which takes into account the volume or value of any referrals, financial relationship(s) or other business arrangement(s) otherwise existing between the parties for which payment may be made, in whole or in part, under any Federal or State health care program, including, without limitation, Medicare or Medicaid. The provided funds or portions of the provided funds may be reportable in compliance with the Physician Payments Sunshine Act.
4. **Reconciliation:** The Accredited Provider will, upon request, furnish the ineligible company with documentation detailing the receipt and expenditure of the commercial support.
5. **Commercial Promotion:** The funds provided under this grant are not intended to defray or pay any costs for exhibits/display space. Neither exhibits space nor advertising has been offered or will be given as a condition of commercial support. In-kind donations are for educational purposes only and will not be used opportunities for selling. No promotional activity or advertisements will be permitted in the same room as the educational activity. The ineligible company may not be the agent providing the CME activity to the learners.
6. **Disclosure:** The Accredited Provider will ensure that the source of support from the ineligible company, either direct or "in-kind", is disclosed to the participants in program brochures (if known), syllabi and other program materials, and at the time of the activity. This disclosure will not include the use of a logo, trade name or a product-group message.
7. **Agreement:** The Accredited Provider, Ineligible Company, and the Educational Partner(s) (if applicable) agree to abide by all requirements of the Accreditation Council for Continuing Medical Education (ACCME) *Standards for Commercial Support of Continuing Medical Education*. This Agreement constitutes the entire agreement between the parties relating to the supported activity and supersedes all other agreements, express or implied, between the parties as to its subject matter. This Agreement may be modified only by a writing signed by both parties which states it is an amendment to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

AGREEMENT BY AUTHORIZED REPRESENTATIVES:

| | |
|---|--|
| Accredited Provider's Signature: | Ineligible Company's Signature: |
| Print Name: | Print Name: |
| Title: | Title: |
| Date: | Date: |