

Joint Sponsor Agreement for Accredited Continuing Education

The Doctors Company (“TDC” or “We”) has been accredited to provide continuing education (CME/CE) activities by the:

- Accreditation Council for Continuing Medical Education (ACCME)
- American Nurses Credentialing Center (ANCC)
- American Dental Association (ADA)

We are dedicated to ensuring that all activities are planned and executed in accordance with the standards and requirements of these accrediting bodies, and to providing relevant educational activities for clinicians that promote improvements in healthcare quality, free from the influence and bias of commercial interests.

We are excited that your Organization wants to help provide a CME/CE activity in conjunction with TDC.

To ensure independence in development and implementation of the continuing education activity, TDC does not jointly provide or collaborate on educational activities with commercial interests; nor do we provide accreditation for activities funded (monetary or in-kind) by commercial interests.

Organization personnel, activity directors, planners, and faculty involved in decisions about educational content must be familiar with the contents of this Agreement and abide by the following policy provisions and procedures in order for TDC to jointly provide the activity:

1. Requirements for Disclosure of Relevant Financial Relationships:

- Faculty, planners, and others responsible for controlling continuing professional education content must disclose in writing all financial relationships with ineligible companies within the past 24 months, regardless of the amount or their view of the relationship's relevance to the education. *Ineligible companies are organizations primarily involved in producing, marketing, selling, reselling, or distributing healthcare products used by or on patients.*
- Any individual who refuses to disclose relevant financial relationships will be disqualified from participating in the development, planning, implementation, provision, or evaluation of accredited activities.

2. Resolution of Conflicts of Interest

Any financial relationship that took place within the last 24 months will be reviewed to determine if it is relevant based on the content, target audience, and the individual's role in the accredited activity. If a financial relationship is found to be relevant, it constitutes a Conflict of Interest (COI) that must be addressed before the activity. Methods to resolve COIs include:

- Recusing the individual from serving as faculty, planner, or in any other role.
- Limiting participation of any planner or faculty to those aspects of the activity that do not represent a COI.
- Investigating if the financial relationship has been discontinued.
- Facilitating independent peer-review to ensure there is no commercial bias.
- Denying the request for accreditation for the activity or portion of the activity.

3. Informing Participants of Relevant Financial Relationships

- All relevant financial relationships must be disclosed in writing (print, slide, Web page) to participants before the content of the activity is presented, including the individual's name, the name of the ineligible company, and the nature of the relationship. If no relationships exist, this must also be disclosed in writing. The CPE office will provide Joint Sponsors with a templated disclosure slide to include as an introductory slide.
- Participants will evaluate activities to determine if the content was free of bias and met acceptable scientific standards. All activity evaluation summaries indicating that more than 5% of participants perceived commercial bias will be reviewed by the CPE office and the activity director/chair. Appropriate actions will be taken to address and prevent future bias.

4. Requirements to Ensure Content Free of Bias

The following are our requirements to ensure bias-free education:

- Educational materials, such as slides, abstracts, and handouts, must not contain any advertising, corporate logos, trade names, or messages promoting products for commercial interests.
- Live in-person and live virtual activities: Advertisements and promotional materials cannot be displayed or distributed in the educational space immediately before, during, or after an accredited activity. Joint sponsors cannot allow representatives of commercial interests to engage in sales or promotional activities within the space or location of the accredited activity. Print advertisements and promotional materials cannot be inserted within the pages of the educational content.
- Computer-based enduring (on-demand) activities: Advertisements and promotional materials are prohibited before, during, or after the educational activity.
- Joint Sponsor Website: Advertising of any kind is prohibited within the educational content of activities, including, but not limited to, banner ads and pop-up window ads.
- Audio and Video Recordings: 'Commercial breaks,' advertisements, or promotional materials are prohibited before, during, or after educational activities.
- Journal-based and print activities: Advertising or product group messages within the pages of the content or within the pages of related questions or evaluation materials are not allowed.
- Accredited activities may not appear on a website owned or controlled by a commercial interest. The Doctors Company or a joint provider's website may not be linked to those of ineligible commercial interests.
- Mention of faculty/presenters' employment, bios describing their role or position in a company or organization, and discussions of their research or data are permitted.

5. Requirements to Ensure Content Validity

Educational activities accredited by The Doctors Company are intended to promote the public interest and enhance healthcare quality, and they must meet these requirements:

- Content and related materials must support improvements or quality in healthcare.
- Content must present a balanced overview of therapeutic options.
- Content must be based on the latest, high-quality scientific evidence, with source citations provided in full AMA format.

- Content that involves non-established medical practices must be clearly identified.
- Discussions of off-label or investigational uses of commercial products must be explicitly marked.
- Faculty (authors, presenters, speakers) must offer a balanced view of therapeutic options by using generic names to ensure impartiality, unless the therapeutic option is the only available one.

6. Compliance with California Assembly Bills 241 and 1195

Any continuing education accredited by The Doctors Company that covers patient care and patient relationships with staff and/or healthcare professionals must adhere to the requirements of California Assembly Bills 241 and 1195. These bills stipulate that accredited professional education include components that address cultural and linguistic competency and implicit bias in CME activities.

Cultural Competency is a combination of attitudes, knowledge, and skills that allows a healthcare professional or organization to provide effective care for patients from different cultures, groups, and communities. Linguistic Competency is the ability of a physician and surgeon to communicate directly with patients who do not speak English or have limited English skills, in the patient's primary language.

Implicit bias, which refers to attitudes or internalized stereotypes that influence our perceptions, actions, and decisions unconsciously, exists and often leads to unequal treatment based on race, ethnicity, gender identity, sexual orientation, age, disability, and other characteristics. It contributes to health disparities by impacting the behavior of physicians, surgeons, nurses, physician assistants, and other healthcare licensees.

7. Promotion of Joint Provided Activities

Accreditation of continuing professional education activities can only be granted after a complete review of the necessary documentation and materials. Approval is required for the promotion of accreditation. Using the term 'CME/CE pending' or similar language on promotional materials is prohibited. The CPE office must review and approve all promotional materials before they are distributed. The Organization may never use TDC's name or trademarks for any advertising, marketing or other promotional efforts or materials without the prior written approval of TDC.

8. Approval Timeline

It is recommended that all required documentation listed below be submitted at least one month prior to the activity for jointly sponsored accreditation. This allows the CPE office sufficient time to process the application and all supporting documents and materials. Sponsorship applications with supporting documents for any activity received less than one month before the scheduled event date will be accepted at the discretion of the CPE office, depending on the type of accreditation requested and the marketing assistance needed. Complete submission includes:

- Joint Sponsor Agreement for Accredited Continuing Education
- A completed joint sponsorship application
- Disclosure forms (completed and signed by all faculty and planners)
- Presentation Agreements (signed by all faculty and planners)
- Presentation Release Forms (signed by all faculty)
- Marketing and promotional materials
- Activity agenda (including start and end times, titles of sessions, faculty, and breaks)
- Presentation slide decks or detailed outlines of panels or interviews

- Script of audio/video files (if applicable)
- Pre/Post-test questions and rationales (if applicable)
- Faculty bios (and photographs if requested)
- Supplemental materials requested by CPE Team

All enduring programs will be hosted on the TDC learning management system, which does not allow for paid registration. If registration fees will be charged for enduring programs, please inform the designated Patient Safety Risk Manager for the next steps.

9. Closing

The following must be submitted to the designated Patient Safety Risk Manager within 14 days after the activity:

- Registration fee budget form (if applicable)
- (For live activities only) Attendee profession-type count (e.g., number of MD, RN, DDS, non-clinical professionals, etc.)

10. General Terms

- TDC reserves the right to cancel its participation in all or a specified portion of the activity without penalty or recourse by the Organization or TDC liability to the Organization for any reason that TDC deems fit, including but not limited to the following:
 - The Organization does not substantially fulfill any or all the deliverables specified herein by the deadlines specified;
 - The Organization engages in conduct that violates any of the policies outlined herein or any of the policies of the accreditation organizations or engages in any activity that adversely affects the reputation of TDC, in the sole judgment and determination of TDC;
 - TDC, in its sole judgment and determination, believes that the program cannot be implemented as conceived and or desired.
- If TDC cancels its participation in all or a specified portion of the activity, TDC shall have no liability to any Organization personnel, directors, officers, activity directors, planners, faculty, speakers, or facilities and the Organization agrees to indemnify and hold harmless TDC for any claims or liability related thereto.
- The relationship between TDC and the Organization is that of independent contractors. TDC shall assume no liability to the Organization or third parties with respect to the performance, non-performance, or quality of the services to be provided by TDC pursuant to this agreement.
- Failure of TDC to insist, in one or more instances, on performance by Organization in strict accordance with the terms and conditions of this agreement shall not be deemed a waiver or relinquishment of any right granted in this agreement or of the future performance of any such term and condition or of any other term or condition of this agreement, unless such waiver is contained in writing and signed by TDC.
- All disputes regarding construction, interpretation and parties' obligations under this agreement will be governed by the laws of the State of California with venue in Napa County California.

Attestation of Agreement

I confirm I have read the information provided in this document and that I have the authority to enter into this agreement and ensure the fulfillment of the specified requirements.

Joint Sponsor

Organization Name:

Print Name:

Title:

Electronic Signature:

Date:

Educational Activity

Date(s):

Location:

Format (live or enduring/on-demand)