

## COLLABORATIVE AGREEMENT

**Program Title:**

\_\_\_\_\_

**Term.** This Collaborative Agreement is effective as of \_\_\_\_\_,  
and expires on \_\_\_\_\_

Baystate Health provides high-quality, evidence based continuing education to maintain and enhance the knowledge, competence, and/or performance of health care professionals, in order to improve the health of the people in our communities every day, with quality and compassion. Baystate Health Continuing Education collaborates with community coalitions and other agencies as well as other educational organizations to address the educational and public health issues faced by our community of learners.

This Agreement, for planning, marketing, budgeting, and evaluating the above titled continuing education program, is between Baystate Health, Inc., Springfield, Massachusetts 01199, acting through its Office of Continuing Education (“Baystate”), and:

Organization 1: \_\_\_\_\_

Organization 2: \_\_\_\_\_  
\_\_\_\_\_

1. **Baystate Responsibilities:** Baystate will maintain responsibility for the Program, will ensure that ethical principles are upheld in the delivery of the Program, and will be involved in all aspects of Program planning. A Baystate staff member or designee will be present at all Program activities. Baystate’s responsibilities will include:
  - determining the purposes, goals, learning objectives, and content of the Program;
  - selecting the presenter(s) and content specialist(s);
  - managing the Program budget;
  - record-keeping;
  - evaluating the effectiveness of the Program in meeting program goals; and
  - managing event logistics;
  - awarding CE credit and/or contact hours.
2. **(Organization 1) Responsibilities:** The responsibilities of \_\_\_\_\_ are shown in Attachment A to this Agreement.
3. **(Organization 2) Responsibilities:** The responsibilities of \_\_\_\_\_ are shown in Attachment A to this Agreement.

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A representative from each collaborating organization must review and agree on behalf of their organizations and to abide by Baystate Health's continuing education policies. These policies are published on the Baystate Health website, [www.baystatehealth.org](http://www.baystatehealth.org)

- 4. Recording and Broadcasting of Presentations:** Baystate may, with the permission of any Program speaker or other presenter, record that person's presentation for rebroadcast or other use as mutually agreed by Baystate and that person ("Presenter"). No other Party shall have any rights in or to any such recording, and no Party shall be entitled to use any portion of such recording except as both Baystate and the Presenter may, in writing, agree. Notwithstanding the foregoing, each Party agrees that it may be identified in any such recording, through use of its trademark(s) or otherwise, as a co-sponsor or joint sponsor of the Program in connection with which the presentation was recorded.
- 5. Printed Materials:** The members of the planning committee will collectively and cooperatively develop the content of all brochures, advertisements, and course materials for the Program.
  - a. The standard Baystate Health brochure format will be used for the Program.
  - b. "Baystate Health" will be prominently listed as joint or co-sponsor on all materials used to advertise the activity.
- 6. Accreditation Statements:** If credit is assigned to the educational activity, the correct and relevant accreditation and designation statements must appear per the standards set by Baystate's oversight agencies (ACCME, ANCC, APA).
- 7. Budget:** Financial responsibilities of the program are specified in Attachment B.
- 8. Marketing and Promotional Materials:**
  - a. No marketing or sales material or any materials with product advertising may be attached to any Program materials without the prior, express approval of Baystate.
  - b. All Parties agree not to engage in any marketing or product promotions during the educational activity.
  - c. No promotional materials will be distributed without the review and consent of all Parties.
- 9. Program Changes:** No changes will be made to any educational activity without the consent of all participating organizations.
- 10. Commercial Support:** As required by applicable agency oversight standards, including those of the ACCME, each Party must inform the commercial company representatives who contacts it that:

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- a. All support for the program must be in the form of an educational grant. Grant support will be acknowledged in printed materials.
  - b. All educational grants and fees from space purchased by commercial companies for exhibits must be deposited in the account of Baystate Health's Office of Continuing Education.
  - c. The support must be provided pursuant to a written agreement between Baystate Health and the commercial company, which agreement Baystate will maintain in the file for the Program.
  - d. Arrangements for commercial exhibits will not influence the planning of or interfere with the presentation of education activities.
  - e. Learners will be made aware of the nature of all commercial support of all education activities.
  - f. Education activities are distinguished as separate from endorsement of commercial products. When commercial products are displayed, participants will be advised that accredited status as a provider refers only to its continuing education activities and does not imply ACCME, APA, or ANCC COA/MARN endorsement of any commercial products.
  - g. Education activities that present research conducted by commercial companies will be designed and presented with scientific objectivity.
  - h. Learners will be informed of an off-label use of a commercial product that is presented in education activities.
- 11. Attendance Verification:** Baystate Health will be responsible for assuring that attendance is taken, and it will maintain attendance records for a period of six years.
- 12. Activity Evaluations.** The planners will evaluate the Program's educational activities and note opportunities for improvement. Baystate Health will maintain a summary of those materials for six years. Evaluation data will be used to plan future educational programs.
- 13. Electronic Signatures.** Any Party may execute this Agreement by written signature of the Party's authorized representative. Alternatively, a Party may execute this Agreement by electronic signature of its authorized representative, appearing on the Party's signature line, below, transmitted via electronic mail from the terminal of that authorized representative, with read receipt requested and received from each other Party. Such electronic execution will be effective upon receipt of each other Party to this Agreement.

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**14. Miscellaneous:**

- a. No waiver by either Party of any breach by the other party of any term, covenant, or condition of this Agreement shall be deemed a waiver of any other breach of the same or any other term, covenant, or condition of this or any other agreement.
- b. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any action brought to enforce any term of this Agreement shall be brought in federal or state court located in Hampden County, Massachusetts.
- c. This Agreement is the complete and entire agreement between the Parties regarding the Program and supersedes any previous communications, representations, or agreement, whether verbal or written, relating to the Program.

The Parties may change, add to, or modify the terms or conditions of this Agreement only in a writing signed by the parties.

**AGREED:**

**By: Baystate Health Inc.:**

**By:**

\_\_\_\_\_  
Name: Joanna Donahue  
Title: Director, Continuing Education  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**By BH/BMC Department:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Attachment A

### Baystate Health Office of Continuing Education Collaborative Agreement of Responsibilities of Parties

Responsibility	BH	Co-Sponsor
<b>Needs Assessment</b>		
QI Data	x	
Literature Search	x	
Focus Groups		
Practice Data	x	
Evaluations	x	
Other --Environmental Trends	x	
<b>Planning</b>		
Target Audience	X	X
Needs Assessment Summary Statement	X	X
Goal - ( <i>based on need</i> )	X	X
Objectives – ( <i>based on need</i> )	X	X
Select Faculty/Content Expert	X	X
Gather Contact Information for Potential Speakers		
Gather Faculty & Planner Relationships Forms		
Select Teaching Methods	X	X
Select Format		
Faculty Invitation Letters		
Faculty Communication regarding Objectives		
<b>Marketing</b>		
Develop marketing strategies	X	X
Mailing List Development	X	X
Brochure Content	X	X
Brochure Design	X	
Brochure Distribution	X	X
E-mail Market		
Fax		
Web Based		
Advertising		
Public Service Announcement		
<b>Develop Budget Set:</b>		
Speaker Honorarium	X	X
Participants to receive reduced tuition		
Tuition	X	X
Number of Complimentary attendees	X	X
Fees with facilities		
A/V costs		
Arrangement and set up of rooms, food		

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<b>Responsibility</b>	<b>BH</b>	<b>Co-Sponsor</b>
<b>Commercial Support</b>		
Minimum Grant Amount	X	X
Minimum Exhibit/Display Amount	X	X
Commercial Support Requests	X	
Exhibit Requests	X	
Secure Letters of Agreement	X	
Secure Exhibit Agreement		
Invoice Companies	X	
Process & Deposit Payments	X	
<b>Syllabus</b>		
Secure Presentations from Speakers	X	X
Peer Review of presentations	X	X
Prepare Master Syllabus	X	X
Publish syllabus on BCE learner portal	X	
Disclose faculty & planner relationships	X	
Resolve Conflicts of Interest	X	
<b>A/V</b>		
Determine Faculty Needs	X	X
Secure A/V Equipment		
Provide A/V Support on Course Day		
<b>Participant Registration</b>		
Pre-registration	X	
Process Payment	X	
Send email Confirmations	X	
Process Refunds	X	
Prepare Registration Sign-in Sheets	X	
Conduct on-site Registration	X	
Distribute Evaluations	X	
<b>Post Activity</b>		
Collect Evaluations from Course	X	
Prepare Evaluation Summary	X	
Type Participant Comments	X	
Post Activity de-briefing	X	
Speaker Feedback	X	X
Planner Feedback		
Process Honorariums	X	

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<b>Responsibility</b>	<b>BH</b>	<b>Co-sponsor</b>
Transfer of Funds Form	X	
Follow up on Outstanding Payments	X	
Process All Expenses	X	
Develop an Income & Expense Report	X	
Send Speakers: Thank you letters, Evaluations & Comments	X	
<b>Secure/Assign Credit</b>		
AMA/PRA Category 1 for Physicians	X	
Contact Hours for Nurses	X	
Credit Hours for Psychologists	X	
Special credit applications Social Workers etc	X	
Upload Credits to Website	X	
<b>Record Storage and Maintenance</b>		
Maintain Records in a secure, accessible manner for 6 years	X	

**AGREED:**

**By: Baystate Health**

Name: Joanna Donahue

Title: Director, Continuing Education

Date: \_\_\_\_\_

**By:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

4/7/2011

**Attachment B  
Program Budget**

**Program Name  
Program Date**

<b>Code</b>	<b>Description</b>	<b>Amount</b>
<b>2600000000</b>	<b>INCOME</b>	
2625400000	Seminar Registration Fees	
2625411000	Grant Support Commercial	
2625421000	Exhibit Fees Commercial	
	<b>TOTAL INCOME</b>	_____
<b>2800000000</b>	<b>EXPENSES</b>	
2810020000	Postage and Shipping	
2815150000	Brochure Printing	
2820031300	Meals (lunch or dinner)	
2860240000	Faculty Honorarium	
2820031000	Faculty Food and Lodging	
2820000000	Faculty Travel	
2825700000	Administration	
2840030000	Facility AV Charge (microphones, screens)	
2885010000	Baystate Health Print Shop	
2885020000	Baystate Health Media Services	
2885080000	Mail Preparation	
2825040000	Miscellaneous Expense	
	<b>TOTAL EXPENSES</b>	_____
	<b>NET INCOME</b>	=====

**Attachment C**  
**Sponsor and Co-Sponsor Financial Responsibilities**

The net profit for \_\_\_\_\_, held on \_\_\_\_\_ will be divided as follows:

\_\_\_\_\_ % Baystate health Continuing Education  
\_\_\_\_\_ % (Co-Sponsoring Organization) \_\_\_\_\_  
Name of Organization

The Net loss for \_\_\_\_\_, held on \_\_\_\_\_ will be divided as follows:

\_\_\_\_\_ % Baystate Health Continuing Education  
\_\_\_\_\_ % (Co-Sponsoring Organization) \_\_\_\_\_  
Name of Organization

The co-sponsor agrees to provide support for the educational activities as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREED:**

**By: Baystate Health Inc.:**

**By:**

\_\_\_\_\_  
Name: Joanna Donahue  
Title: Director, Continuing Education  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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**By BH/BMC Department:**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_