

# American Society of Addiction Medicine (ASAM)

Agreement to Host Educational Activity and/or Receive an Unrestricted Educational Grant Pain Management and Opioids: Balancing Risks and Benefits

The following agreement is made between the American Society of Addiction Medicine (ASAM), hereafter, "ASAM," (Section 1), and \_\_\_\_\_\_, hereafter, "Host," (Section 2) in order to deliver **Pain Management and Opioids: Balancing Risks and Benefits**, the free "Educational Activity," as described and acknowledged in Appendix B to be presented at the time(s) and location(s) outlined below (Section 3). ASAM and Host enter into this agreement on \_\_\_\_\_\_, and agree to all the terms and conditions outlined in this document and attached appendices.

#### Section 1: ASAM and ACCME Accredited Provider Information

American Society of Addiction Medicine 11400 Rockville Pike, Suite 200 Rockville, MD 20852 Contact: Education Staff | 301-656-3920 | <u>education@asam.org</u> Tax ID: 31-3177396

#### Section 2: Host Organization Information

| Host Organization Name: |      |  |
|-------------------------|------|--|
| Contact Person:         |      |  |
| Title:                  |      |  |
| Address:                |      |  |
| City, State, Zip Code:  |      |  |
| Phone:                  | Fax: |  |
| E-mail:                 |      |  |

#### Section 3: Activity Date(s) and Corresponding Location(s)

Host proposes to organize, promote, and execute the following events in order to deliver the Educational Activity:

| Date(s) and Time(s)                     | Venue          | Location (City, State) | Expected Learners* |
|---|----------------|------------------------|--------------------|
| Example: 2/27/2019,<br>8:00am – 11:15am | Chicago Hilton | Chicago, IL            | 100                |
|   |                |                        |                    |
|   |                |                        |                    |
|   |                |                        |                    |

#### Section 4. Educational Grant

ASAM will provide content, speakers and financial support, where needed, in the form of an unrestricted educational grant in the amount of \$\_\_\_\_\_\_ to the Host to deliver the specified Educational Activity. Host is responsible for the allocation and disbursement of ASAM's grant for the sole purpose of delivering the Educational Activity as outlined below in Section 8. This grant is not intended for Host's general operational support or ordinary and customary business expenses.

Due to CO\*RE Grant requirements, the grant cannot cover the cost of food/beverage or snacks.

Some local hosts require little or no money because they collaborate with other institutions which help cover costs for space, A/V, food and beverage, etc. ASAM appreciates this local support which helps conduct more outreach with fewer grant dollars. Some of the following sections should be completed with zeros if the Host has no financial needs and/or is receiving support from other parties.

#### Section 5. Payment Terms

ASAM will pay 50% of the total grant amount within 30 days of the execution of this Agreement by both parties. The remaining 50% of the total grant will be disbursed within 30 days after ASAM confirms receipt of the evaluation/outcomes, registration lists and any other specified documentation under this agreement.

Full payment of the grant is contingent upon the host organization reaching the expected number of learners outlined in Section 3. If the expected number of learners is not met, the host organization will submit their receipts of their expenses and will be reimbursed for those expenses.

#### Section 6. Modification or Cancellation

ASAM's grant is contingent on successful completion of the Educational Activity and reaching the expected number of learners outlined in Section 3. If total registration numbers do not exceed 20 registrations, ASAM reserves the right to offer the course as webinar only. If both parties agree that the activity will not result in a satisfactory number of learners, this agreement may be amended to reflect reduced expenses, or may be terminated. In the event of cancellation of the event and termination of the agreement, documentation will be made by Host to ASAM of all expenses incurred as of the date of cancellation. ASAM will reimburse Host for such expenses not to exceed the total grant amount, so Host is made whole. In the event expenses are less than already advanced grant payments, Host agrees to reimburse ASAM for the unexpended balance.

#### Section 7. Roles and Responsibilities

ASAM is committed to presenting CME activities that promote improvements in the quality of healthcare. ASAM's grant to Host is contingent upon each party to this agreement fulfilling the following roles and responsibilities in planning, promoting, managing and executing the specified Educational Activity:

| ASAM   | Host   |
|--|--|
| Sign the Agreement to Host Educational Activity<br>and/or Receive an Unrestricted Educational Grant at<br>least 90 days prior to the desired course date, unless<br>previously discussed.  | Sign the Agreement to Host Educational Activity<br>and/or Receive an Unrestricted Educational Grant at<br>least 90 days prior to the desired course date, unless<br>previously discussed.              |
| Arrange for CO*RE-trained national faculty and<br>reimburse all faculty expenses including honorarium,<br>hotel, travel and per diem. Provide Host with event<br>guidelines and specifications to ensure successful<br>Educational Activity. | <i>Make</i> all local meeting arrangements, including AV,<br>webinar capabilities, room rental, registration support,<br>moderators, etc. according to ASAM-supplied<br>guidelines and specifications. |

| <i>Provide</i> high-quality educational content developed by CO*RE national faculty members, for a 2- or 3-hour course.  | <i>Schedule</i> the Course to ensure maximum visibility, attendance, and Completed Learners. Include in all listings and promotions.   |
|--|--|
| Provide Host with marketing materials, which include<br>suggested language, marketing tips and guidance.<br>ASAM will include Host's event information on its web<br>site and in marketing initiatives (as appropriate).<br>Review and approve all local marketing materials prior<br>to distribution. | Rigorously <i>market and promote</i> the course as a <b>free</b><br>offering to all appropriate prescribers in accordance<br>with ASAM approved guidelines, acknowledgements<br>and restrictions. While non-prescribers are<br>encouraged to attend, there should be an emphasis<br>on marketing to prescribers. |
| <i>Review and approve</i> budget estimate, advise Host,<br>where appropriate, on prudent management of grant<br>funds, and make timely grant payments and faculty<br>reimbursements.   | Develop, manage and monitor budget estimate as<br>outlined in Section 8 to ensure prudent use of grant<br>funds. Disburse grant funds directly to suppliers of<br>goods and services arranged by Host.   |
| <i>Confirm</i> faculty arrangements with Host for on site<br>management. Supply specifications and requirements<br>for registration of all Course attendees to Host.   | <i>Manage</i> all on site logistics, attend to faculty needs<br>and manage registration activities according to<br>specifications supplied by ASAM.  |
| Provide AMA PRA Category 1 Credit(s) and CME<br>Certificates upon receipt of completed<br>evaluations/outcome materials. Generate and<br>distribute CME Certificates for all completed learners.   | Supply ASAM with a registration list 10 days prior to<br>the event(s) and within 10 days after the event(s) to<br>confirm attendance. Collect evaluation/outcome<br>materials from each registrant and ship to ASAM<br>within 10 days.   |
| <i>Provide</i> Host with enough copies of course description & schedule, disclosure listing, CME credit, and evaluation/outcome materials for all registrants plus 10% to accommodate on-site registrants.   | Distribute copies of course description & schedule,<br>disclosure listing, and CME credit information<br>handouts to distribute registrants on site. Distribute<br>evaluation/outcome materials to session attendees<br>and ensure 100% completion.  |
| <i>Review and approve</i> additional meeting financial support if secured by the Host.   | If desired, arrange for additional meeting support and<br>unrestricted grant(s) from other sources, eg, donated<br>meeting space, sponsorship of snacks, etc.  |
| <i>Review and approve</i> additional presenters or faculty to be involved with presenting this Educational Activity.   | <i>Arrange</i> for and cover expenses for local course moderator (if necessary) within approved budget.  |

## Section 8. Budget Estimate

ASAM and Host agree to produce the specified Educational Activity based on the estimates outlined in the following budget. List only those costs that will be covered by the ASAM grant amount of \$\_\_\_\_\_. Some local hosts require little or no money because they collaborate with other institutions who help cover costs. This section or parts of this section should be completed with zeros if the Host has no financial needs and/or is receiving support from other parties.

Host agrees to pay for any additional or unforeseen costs incurred. ASAM will not be liable for any expenses that exceed the terms of the grant, unless mutually agreed to through an addendum to this agreement.

#### Anticipated Expenses to be Incurred by Host:

| Line Item                                  | Unit Cost | # of Units | Description/Comments |
|--|-----------|------------|----------------------|
| Audience Generation (Postcard mailing,     |           |            |                      |
| flyer printing, online ad purchasing etc.) |           |            |                      |
| Venue/Rental Costs (Meeting room,          |           |            |                      |
| Tables, Chairs, etc.)                      |           |            |                      |
| Audio Visual & Webinar Equipment           |           |            |                      |
|  |           |            |                      |
| Additional Accreditation (other than AMA   |           |            |                      |
| Credits which ASAM Provides)               |           |            |                      |
| Other (provide specifics):                 |           |            |                      |
|  |           |            |                      |
|  | Total Am  |            | ¢                    |

Total Amount Requested: \$

# Note: Due to CO\*RE grant requirements, the budget cannot include payment for Food/Beverage or Snacks. Section 9. Whole Agreement

This represents the whole and entire agreement between the parties and supersedes any previous verbal or written agreements regarding this Educational Activity **Agreed:** 

| ASAM Representative:<br>Name: <u>Arlene C. Deverman, CAE, CRFE</u> | Title: Chief Learning Officer – ASAM |
|--|--------------------------------------|
| Signature:   | Date:                                |
| Host Representative:<br>Name:                                      | Title:                               |

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

Please complete, scan, and email form to: Education Staff - <u>education@asam.org</u>. (If unable to scan and email, please fax to: Education Staff, 301-656-3815.

## **Appendix A: Terms and Conditions**

- 1. **Statement of Purpose:** Program is for scientific and educational purposes only and will not promote any company's products, directly or indirectly.
- 2. **Control of Content and Selection of Presenters and Moderators:** ASAM is solely responsible for control of content and selection of faculty presenters. ASAM reserves the right to review and approve other speakers or moderators associated with the Course presentation that may be proposed by Host.
- 3. **Disclosure of Financial Relationships:** ASAM and Host will ensure disclosure to the audience of all financial relationships between a sponsor/supporter and ASAM, the Host, individual speakers, and moderators including (a) sponsor/supporter funding and (b) any significant relationship.
- 4. **Involvement in Content:** There will be no "scripting," emphasis, or influence on content by outside commercial entities.
- 5. **Ancillary Promotional Activities:** No promotional activities will be permitted in the same room or obligate path as the educational activity. No product advertisements will be permitted in the program room.
- 6. **Objectivity and Balance:** ASAM will make every effort to ensure that data regarding products (or competing products) are objectively elected and presented, with favorable and unfavorable information and balanced discussion of prevailing information on the product(s) and/or alternative treatments.
- 7. Limitations of Data: ASAM will ensure, to the extent possible, disclosure of limitations of data, eg, ongoing research, interim analyses, preliminary data, or unsupported opinion.
- 8. **Discussion of Unapproved Uses:** ASAM will require that presenters disclose when a product is not approved in the United States for the use under discussion.
- 9. **Opportunities for Debate:** ASAM and Host will ensure opportunities for questioning or scientific debate.
- 10. Independence of ASAM in the Use of Contributed Funds:
  - a. Funds should be in the form of an independent, unrestricted educational grant made to Host.
  - b. All other support associated with this CME activity (eg, distributing brochures, preparing slides) must be given with the full knowledge and approval of ASAM.
  - c. No other funds from the commercial company will be paid to the program director, faculty, or others involved with the CME.
  - d. ASAM is responsible for the payment of all CO\*RE faculty honoraria, travel, accommodation, and expenses.
  - e. Additional pass through charges, for example, registrant administration fees, will be reconciled within 30 days of the last activity.

ASAM and Host agree to abide by all requirements of the ACCME Standards for Commercial Support of Continuing Medical Education (2006), the FDA Final Guidance on Industry-Supported Scientific and Educational Activities, the AMA regulations regarding the Physician's Recognition Award, the AMA Opinion 8.061: Gifts to Physicians from Industry, and the AMA Opinion 9.011: Continuing Medical Education.

# Appendix B: Educational Activity Background; Description; Goals and Objectives; CME Information; and Support Acknowledgements The Collaborative on REMS Education (CO\*RE)

On July 9, 2012, the Food and Drug Administration (FDA) approved a Risk Evaluation and Mitigation Strategy (REMS) for extended-release (ER) and long-acting (LA) opioid medications.

Founded in June, 2010, the Collaborative on REMS Education (CO\*RE), a multidisciplinary collaboration of 10 Partners and three cooperating organizations, has designed a core curriculum based on needs assessment, practice gaps, clinical competencies, learner self-assessment, with shared tools, resources, and outcomes to meet the requirements of the FDA REMS Blueprint.

# Pain Management and Opioids: Balancing Risks and Benefits

# Description

The CO\*RE/ASAM Pain Management and Opioids: Balancing Risks and Benefits course addresses this public health crisis. This comprehensive course was developed by renowned experts from Collaborative for REMS Education (CO\*RE) and incorporates all six units outlined in US FDA Blueprint for safe opioid prescribing. The

Educational Activity Agreement

updated course also provides necessary context for safe opioid prescribing by discussing biopsychosocial aspects of pain, the newest clinical guidelines on the treatment of chronic pain, and state policies about prescribing opioids.

## Learning Objectives

- Accurately assess patients with pain for consideration of an opioid trial.
- Establish realistic goals for pain management and restoration of function.
- Initiate opioid treatment (IR and ER/LA) safely and judiciously, maximizing efficacy while minimizing risks.
- Monitor and re-evaluate treatment continuously; discontinue safely when appropriate.
- Counsel patients and caregivers about use, misuse, abuse, diversion, and overdose,
- Educate patients about safe storage and disposal of opioids.
- Demonstrate working knowledge and ability to access general and specific information about opioids, especially those used in your practice.

\*This course is not intended to advocate for the use of ER/LA opioids, but to ensure proper education about safe prescribing practices should a medical provider determine that ER/LA opioids are the best course of treatment.

# **Continuing Medical Education Credit**

The American Society of Addiction Medicine is accredited by the Accreditation Council for Continuing Medical Education to provide continuing medical education for physicians.

The American Society of Addiction Medicine designates this live activity for a maximum of **2** AMA PRA Category **1** Credit(s)<sup>™</sup>. Physicians should only claim credit commensurate with the extent of their participation in the activity

## Support Acknowledgements

This educational activity is presented by the American Society of Addiction Medicine (ASAM), a member of the Collaborative on REMS Education (CO\*RE), 10 interdisciplinary organizations working together to improve pain management and prevent adverse outcomes. Complete information about CO\*RE can be found at <u>www.CORE-REMS.org</u>.

This educational activity is supported by an independent educational grant from the ER/LA Opioid Analgesics REMS Program Companies (RPC). Please see <u>www.er-la-opioidREMS.com</u> for a listing of the member companies. This activity is intended to be fully compliant with the ER/LA Opioid Analgesics REMS education requirements issued by the U.S. Food & Drug Administration (FDA).