

## NCMS RECOGNIZED ACCREDITOR OF CONTINUING MEDICAL EDUCATION POLICIES

The North Carolina Medical Society (NCMS) establishes policies for accredited providers of CME in North Carolina and supports the policies of the ACCME. The NCMS policies on CME are presented in this document. Providers accredited by the NCMS are expected to comply with the ACCME and NCMS policies on CME.

### NCMS GOVERNANCE

#### Public and Confidential Information About Accredited Providers

The following information is considered *public information*, and therefore may be released by the NCMS and ACCME. Public information includes certain information about accredited providers, and NCMS and ACCME reserves the right to publish and release to the public, including on the NCMS and ACCME websites, all public information:

1. Names and contact information for accredited providers;
2. Accreditation status of provider;
3. Some annual report data submitted by the accredited provider, including for any given year:
  - a. Number of activities;
  - b. Number of hours of education;
  - c. Number of physician participants;
  - d. Number of designated AMA PRA Category 1 Credits™;
  - e. Competencies that activities were designed to address;
  - f. Number of nonphysician participants;
  - g. Accepts commercial support (yes or no);
  - h. Accepts advertising/exhibit revenue (yes or no);
  - i. Participates in joint providership (yes or no);
  - j. Types of activities produced (list);

Note: The NCMS and ACCME will *not* release any dollar amounts reported by individual accredited providers for income, commercial support, or advertising/exhibits.

4. Aggregated accreditation finding and decision data broken down by provider type;
5. Responses to public calls for comment initiated by the NCMS or ACCME;
6. Executive summaries from the ACCME Board of Directors' Meetings (exclusive of actions taken during executive session); and

7. Any other data that NCMS and/or ACCME believes qualifies as “public information.”

The NCMS and ACCME reserve the right to use and/or share anonymized PARS data for research purposes, in keeping with the guidance of the NCMS and ACCME Board of Directors.

The NCMS will maintain as *confidential information*, except as required for the NCMS accreditation process and as required for ACCME annual audits of NCMS compliance with *The ACCME Markers of Equivalency for the Recognition of Intrastate Accreditors*, or as may be required by legal process, or as otherwise authorized by the accredited provider to which it relates:

1. To the extent not described as public information above, information submitted to NCMS by the provider during the initial or reaccreditation decision-making process for that provider
2. Correspondence to and from NCMS relating to the accreditation process for a provider; and
3. NCMS proceedings (e.g. Board and Committee minutes) relating to a provider, other than the accreditation outcome of such proceedings.

In order to protect confidential information, NCMS and ACCME and their volunteers are required:

1. Not to make copies of, disclose, discuss, describe, distribute or disseminate in any manner whatsoever, including in any oral, written, or electronic form, any confidential information that the NCMS or ACCME or its volunteers receive or generate, or any part of it, except directly for the accreditation or complaint/inquiry decision-making purposes.
2. Not to use such confidential information for personal or professional benefit, or for any other reason, except directly for NCMS or ACCME purposes.

## **Rule-Making Policy**

1. The notice and comment procedures utilized by NCMS and ACCME for the adoption of rules and policies that directly impact members (ACCME) and accredited providers (NCMS and ACCME), the “Notice and Comment Procedures” shall not apply to matter relating to internal NCMS or ACCME structures, management, personnel, or business policy/practice.
  - a. The Notice and Comment Procedures will only apply to matters with directly and materially impact the ability of accredited providers to conduct business.
  - b. The NCMS or ACCME, in their sole discretion, will assess if any particular rule or policy will be subject to the Notice and Comment Procedures.
2. If the NCMS or ACCME decide to seek and accept public comment or input, then the NCMS or ACCME will publish the proposed rule or policy on their website(s) and state that interested persons have an opportunity to submit written data, views, or arguments with or without opportunity for oral presentation.
3. If the NCMS or ACCME decides to seek and accept public comment or input, then at least 30 days will be given to provide that comment or input; provided, however, that if the NCMS or ACCME determine that there is a pressing need for issuance of a rule or policy on an expedited basis, the NCMS or ACCME may either shorten or eliminate the period of time during which public comments may be submitted.

4. After any period for public comment, the proposed rule or policy will be submitted to either to the NCMS (for specific NCMS rules or policies) or the ACCME Board of Directors (ACCME specific rules or policies). The appropriate Board of Directors may modify, reject, defer, and/or adopt the proposed rule or policy. Regarding ACCME rules and policies, subject to the rights of ACCME Members contained in Article III, Section 2-C of the ACCME Bylaws, the decision of the ACCME Board of Directors shall be final and there shall be no appeal there from.
5. The final rule of policy as approved by the NCMS or ACCME will be posted on the NCMS or ACCME website., which will include an effective date for the final rule or policy.

## **CME PROGRAM AND ACTIVITY ADMINISTRATION**

### **ACCME Accredited Provider Marks**

Providers accredited within the ACCME system (providers directly accredited by the ACCME and those accredited by ACCME Recognized Accreditors) are welcome to use the ACCME Accredited mark for educational and identification purposes, and in [announcements](#) related to their attainment of NCMS or ACCME accreditation. While the mark may be resized, the original aspect ration should be maintained (it should not be stretched or condensed in a way that causes it to become distorted). Except for resizing, no other changes can be made.

ACCME-accredited and state-accredited providers that have achieved Accreditation with Commendation may also use the ACCME Accredited with Commendation mark for educational and identification purposes and in announcements related to their attainment of Accreditation with Commendation.

[Accredited Provider Mark](#)

[Accredited with Commendation Provider Mark](#)

### **Accreditation and AMA Credit Designation Statements**

The accreditation statement must appear on all CME activity materials and brochures distributed by accredited organizations, except that the accreditation statement does not need to be included on initial, save-the-date type activity announcements. Such announcements contain only general, preliminary information about the activity such as the date, location, and title. If more specific information is included, such as faculty and objectives, the accreditation statement must be included.

The NCMS accreditation statement is as follows:

For directly provided activities: “The (name of accredited provider) is accredited by the North Carolina Medical Society (NCMS) to provide continuing medical education for physicians.”

For jointly provided activities: “This activity has been planned and implemented in accordance with the accreditation requirements and policies of the North Carolina Medical Society (NCMS) through the joint

providership of (name of accredited provider) and (name of nonaccredited provider). The (name of accredited provider) is accredited by the NCMS to provide continuing medical education for physicians.”

There is no "co-providership" accreditation statement. If two or more accredited providers are working in collaboration on a CME activity, one provider must take responsibility for the compliance of that activity. Co-provided CME activities should use the directly provided activity statement, naming the one accredited provider that is responsible for the activity. The NCMS has no policy regarding specific ways in which providers may acknowledge the involvement of other NCMS or ACCME-accredited providers in their CME activities.

ACCME Note: The accreditation statement identifies the ACCME-accredited organization that is responsible for demonstrating the CME activity’s compliance with all accreditation requirements.

NCMS Note: In 2014, the ACCME changed the term here from ‘sponsored’ and ‘sponsorship’ to ‘provided’ and ‘providership’. All jointly provided activities implemented after the spring of 2014 should bear these new terms.

In addition, in July 2011 an AMA change in policy was instituted with regard to credit designation statements in that they should now state the type of activity presented. These requirements are outlined in the current AMA PRA booklet.

The following AMA Credit Designation Statement must be included in relevant announcement and activity materials (see Page 7 of the 2017 booklet):

“The [name of the NCMS accredited CME provider] designates this [insert learning format – see below] for a maximum of [number of credits] *AMA PRA Category 1 Credit(s)*<sup>™</sup>. Physicians should claim only the credit commensurate with the extent of their participation in the activity.”

The learning format listed in the Credit Designation Statement must be one of the following AMA approved learning formats:

1. Live activity
2. Enduring material
3. Journal-based CME activity
4. Test-item writing activity
5. Manuscript review activity
6. PI CME activity
7. Internet point-of-care activity
8. Other activity (<<provide short description>>)

## **Administrative Deadlines**

NCMS-Accredited Providers are accountable for meeting NCMS administrative deadlines. Failure to meet NCMS administrative deadlines could result in (a) an immediate change in status to Probation, and (b) subsequent consideration by the NCMS Board of Directors for a change of status to Nonaccreditation.

## **CME Activity and Attendance Records Retention**

1. Attendance Records: An accredited provider must have mechanisms in place to record and, when authorized by the participating physician, verify participation for six years from the date of the CME activity. The accredited provider is free to choose whatever registration method works best for their organization and learners. The NCMS and ACCME do not require sign-in sheets.
2. Activity documentation: An accredited provider is required to retain activity files/records of CME activity planning and presentation during the current accreditation term or for the last twelve months, whichever is longer.

## **CME Content and the American Medical Association Physician's Recognition Award**

All CME educational activities developed and presented by a provider accredited by the NCMS system and associated with *AMA PRA Category 1 Credit™* must be developed and presented in compliance with all NCMS and ACCME accreditation requirements – in addition to all the requirements of the AMA PRA program. All activities so designated for, or awarded, credit will be subject to review by the NCMS accreditation process as verification of fulfillment of the NCMS accreditation requirements.

## **CME Content: Definitions and Examples**

Continuing medical education consists of educational activities which serve to maintain, develop, or increase the knowledge, skills, and professional performance and relationships that a physician uses to provide services for patients, the public, or the profession. The content of CME is that body of knowledge and skills generally recognized and accepted by the profession as within the basic medical sciences, the discipline of clinical medicine, and the provision of health care to the public.

## **CME Program Business and Management Procedures**

The accredited provider must operate the business and management policies and procedures of its CME program (as they relate to human resources, financial affairs, and legal obligations), so that its obligations and commitments are met.

## **Content Validity of Enduring Materials**

Providers that produce enduring materials must review each enduring material at least once every three years or more frequently if indicated by new scientific developments. So, while providers can review and re-release an enduring material every three years (or more frequently), the enduring material

cannot be offered as an accredited activity for more than three years without some review on the part of the provider to ensure that the content is still up-to-date and accurate. That review date must be included on the enduring material, along with the original release date and a termination date.

## **English as Official Language of NCMS**

NCMS conducts its affairs in English. NCMS standards do not require that providers conduct all their business or continuing medical education in English. However, NCMS does require that,

1. All written or electronic communications or correspondence with NCMS (irrespective of medium) is in English.
2. Any application and/or self-study report for accreditation by submitted to NCMS in English.
3. NCMS is provided with English translations of any written materials request by NCMS in the course of its accreditation or monitoring process.
4. Any NCMS interview for accreditation be conducted in English, or have the services of an English translator, acceptable to NCMS, provided and paid for by the applicant organization.

## **Fees for NCMS-Accredited Providers**

NCMS-accredited providers are accountable for timely submission of fees that are required either to attain or maintain accreditation. Failure to meet NCMS deadlines could result in an immediate change of status to Probation, and subsequent consideration by the Board of Directors for a change of status to Nonaccreditation.

## **HIPAA Compliance Attestation**

Every provider applying for either initial accreditation or reaccreditation must attest to the following:

*“The materials we submit for reaccreditation (self-study report, activity files, other materials) will not include individually identifiable health information, in accordance with the Health Insurance Portability and Accountability Act (HIPAA), as amended.”*

## **Release of NCMS and its Volunteers, Choice of Forum, and Unethical Behavior**

The North Carolina Medical Society (NCMS) is a Recognized Accreditor for the ACCME. In this capacity, NCMS accredits organizations in North Carolina that offer continuing medical education. NCMS offers accreditation through a multilevel process (“Process”) to certify continuing medical education providers. Throughout the Process, various individuals, including, without limitation, NCMS’s past and present directors, officers, employees, agents, volunteers, surveyors, content reviewers, attorneys, assigns, successors and insurers (collectively “Participants”), help inform NCMS’s decision-making process. NCMS and the Participants (collectively “Released Parties”) then use information gathered through the Process to make an accrediting decision.

Each organization which seeks accreditation from the NCMS or which is accredited by NCMS shall be referred to as a “Provider.”

In consideration of the willingness of NCMS to: (a) process the application of a Provider which seeks accreditation; or (b) engage in the process of re-accreditation or provide any other services to a Provider who is accredited by NCMS, each Provider, agrees on behalf of itself and its shareholders, members, owners, directors, officers, employees, agents, volunteers, successors, assigns and anyone else who may claim on Provider's behalf or through Provider (collectively the "Releasing Parties") as follows:

1. Release and Waiver Releasing Parties knowingly and voluntarily: waive and generally release the Released Parties from any and all claims or causes of action arising out of the Process which the Releasing Parties may have at any time, now or in the future against any Released Party. This waiver and release includes, but is not limited to:
  - any and all claims, actions, causes of action or liabilities asserting that any of the Released Parties has violated the policies and procedures of the NCMS, any covenant of good faith and fair dealing, or any express or implied contract of any kind;
  - any and all claims, actions, causes of action or liabilities asserting that any of the Released Parties has violated public policy or statutory or common law, including claims for personal injury, invasion of privacy, defamation, intentional or negligent infliction of emotional distress and/or mental anguish, intentional interference with contract, negligence, detrimental reliance, failure to provide due process and/or promissory estoppel;
  - any and all claims, actions, causes of action or liabilities asserting that any of the Released Parties are in any way obligated for any reason to pay Releasing Parties damages, expenses, litigation costs (including attorneys' fees), compensatory damages, punitive damages, and/or interest; and
  - all claims of discrimination or retaliation based on such things as age, national origin, ancestry, race, religion, sex, sexual orientation, physical or mental disability or medical condition, and any purported membership or exercise of legally protected rights.

The Releasing Parties' waiver and release includes all claims, rights and causes of action that Releasing

Parties have or may have under all contract, common law, federal, state and local statutes, ordinances, rules, regulations and orders. All of the items described in this paragraph and the preceding paragraph shall be referred to as the "Released Claims."

2. Covenant not to Sue and Indemnification In addition, the Releasing Parties, knowingly, intentionally and voluntarily: promise not to sue the Released Parties with respect to any Released Claims; and agrees to defend, indemnify and hold harmless the Released Parties from and against any and all losses, costs, claims, demands, causes of action, injury, damage, and liability whatsoever (including, but not limited to, court costs and attorneys' fees), whether presently known or unknown, with respect to any claim and/or litigation made or brought by the Releasing Parties with respect to the Released Claims. If any claim and/or litigation is made or brought by a Releasing Party against a Released Party with respect to a Released Claim, the Releasing Parties' obligation to provide a defense for such a claim and/or litigation shall be fulfilled by the Releasing Parties paying the attorney's fees of the Released Parties incurred in connection with such claim and/or litigation. The Releasing Parties expressly waive the benefits of any statutory provision or common law rule that provides that a release and waiver of liability does not extend to causes of action of which the Releasing Parties are unaware.

3. Governing Law; Choice of Forum All disputes and litigation between a Releasing Party and a Released Party shall be governed by the laws of the State of North Carolina, without regard to its conflicts of laws principles. Any disputes and matters arising between a Releasing Party and a Released Party shall be litigated exclusively before a court located in Wake County, North Carolina, and no Releasing Party shall bring any litigation related to a Released Party in any other forum. Each Releasing Party waives any argument that the forum designated by this paragraph is not convenient.
4. Unethical Behavior No Provider shall engage in: disparagement of any of NCMS, NCMS's past and present directors, officers, employees, agents, volunteers, surveyors, content reviewers, attorneys, assigns, successors and insurers; unethical behavior, including, without limitation, dishonest communications or conduct; or deceptive or misleading advertising. Failure to comply with the standard set forth in this paragraph shall be grounds for corrective action, including, without limitation, reduction or loss of a Provider's accreditation.

## **JOINT PROVIDERSHIP**

The NCMS defines joint providership as the providership of a CME activity by one accredited and one nonaccredited organization. Therefore, NCMS accredited providers that plan and present one or more activities with non-NCMS accredited providers are engaging in joint providership. Please note: the NCMS does not intend to imply that a joint providership relationship is an actual legal partnership. Therefore, the NCMS does not include the words partnership or partners in its definition of joint providership or description of joint providership requirements.

The accredited provider must take responsibility for a CME activity when its presented in cooperation with a nonaccredited organization and must use the appropriate accreditation statement.

### **Informing Learners**

The accredited provider must inform the learner of the joint provider relationship through the use of the appropriate accreditation statement. All printed materials for jointly provided activities much carry the appropriate accreditation statement.

“This activity has been planned and implemented in accordance with the accreditation requirements and policies of the North Carolina Medical Society (NCMS) through the joint providership of (name of accredited provider) and (name of nonaccredited provider). The (name of accredited provider) is accredited by the NCMS to provide continuing medical education for physicians.”

### **Fees**

The NCMS maintains no policy that requires or precludes accredited providers from charging a joint providership fee.

### **Compliance and Noncompliance Issues**



The NCMS expects all CME activities to be in compliance with the accreditation requirements. In cases of joint providership, it is the NCMS accredited provider's responsibility to be able to demonstrate through written documentation this compliance to the NCMS. Materials submitted that demonstrate compliance may be from either the NCMS accredited provider's files or those of the nonaccredited provider.

## **Providers on Probation**

If a provider is placed on Probation, it may not jointly provide CME activities with nonaccredited providers, with the exception of those activities that were contracted prior to the Probation decision. A provider that is placed on Probation must inform the NCMS of existing joint providership relationships and must notify its current contracted joint providers of its probationary status.

Providers that receive a decision of Probation in two consecutive accreditation terms are prohibited from jointly providing activities until they regain their accreditation status. If the provider is found to be working in joint providership while under this probation, the NCMS will immediately change the provider's status to nonaccreditation.