

CME Speaker Agreement and Disclosures

Program Name: _____

Program Date: _____

(revised 2/26/26)

Speaker Information	
Speaker Name and Credentials:	
AOA number (if applicable):	
Address:	
City, State, Zip:	
Phone:	
E-mail:	
Board Certification(s) Held:	
Presentation Title:	
This presentation is a part of what type of activity?	<input type="checkbox"/> Live in-person program <input type="checkbox"/> Live online program <input type="checkbox"/> Live hybrid program <input type="checkbox"/> Enduring program (typically online; learner completes at their convenience) <input type="checkbox"/> Tumor board or other type of regularly scheduled case conference (RSS) <input type="checkbox"/> Grand Rounds <input type="checkbox"/> Other: _____
Length of Presentation: <i>(please skip if tumor board or other RSS)</i>	
Target Audience:	
I will be presenting:	_____ In person _____ Virtually

Please include a short bio below:

Documenting the Practice Gap and Need

CME 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. CME must:

- 1) address shortcomings in the current professional practice of your target audience.
- 2) be free from control of a commercial interest in the identification of the educational needs, determination of educational objectives, selection and presentation of content, selection of all persons and organizations that are in a position to control the content of the CME, selection of educational methods, and evaluation of the activity.
- 3) incorporate educational needs of the target audience into the presentation, be designed to change, at minimum, competence, performance, and patient outcomes, be developed in the context of desirable physician attributes, and promote enhanced quality in health care.
- 4) be based on evidence that is accepted within the profession of medicine as adequate justification for their indications and contraindications in the care of patients.
- 5) promote improvements or quality in healthcare and not a specific proprietary business interest of a commercial interest.

All accredited CME activities should clearly identify the practice gap(s) and need(s) the programming will address.

Practice Gap: the measurable difference between the current state of practice and the desired performance

Need: what learners require to close the practice gap

What is the current state of practice?	What is the ideal state of practice?	What do learners need to close this gap?	What data supports the existence of this practice gap and the need for the programming?

Based on the identified practice gap and need, the educational activity will address:

- Knowledge:** No activity can be approved that provides only knowledge. While the activity can impart knowledge, it must also address competency or performance.
- Competency:** The activity provides not only knowledge but the ability to apply that knowledge.
- Performance:** The activity turns competence into action. It provides the skills, abilities and strategies to implement competence in practice.
- Patient Outcomes:** The activity will impact or change patient health status, patient satisfaction, patient engagement, and or the delivery of safe and effective care.

The data supporting the practice gap and need for this programming falls into the following category/categories:

- Quality improvement or performance data
- Potential participant's request
- Organizational mandate or new initiative
- Emerging clinical guidelines or new technology
- Accrediting body requirement
- AOA/ABMS/ACGME competencies that need to be addressed
- Other: _____

Competencies Addressed

All continuing medical education is required to contribute (at a minimum) to physician competency. The following is a list of AOA and ABMS/ACGME Physician Competencies. Please check those that would be addressed in this activity.

- Osteopathic Principles and Practice
- Medical Knowledge and Its Application into Osteopathic Medical Practice / Medical Knowledge
- Osteopathic Patient Care / Patient Care
- Interpersonal and Communication Skills in Osteopathic Medical Practice / Interpersonal and Communication Skills
- Professionalism in Osteopathic Medical Practice / Professionalism
- Osteopathic Medical Practice-Based Learning and Improvement / Practice-based Learning and Improvement
- System-Based Osteopathic Medical Practice / Systems-based Practice

How will the Program Disclosure Process occur (i.e. slide per speaker, summary slide showing all disclosures, written in program packet of materials, etc.)?

What will you look for (in competency, performance, or patient outcomes) that will indicate this activity has been successful?

Learning Objectives

A minimum of two learning objectives supporting the overall goal of the program must be submitted. Objectives should be measurable, use verbs from [Bloom's Taxonomy](#), meet a demonstrated need, indicate the desired outcome, and be conveyed to potential participants.

Example: At the end of the educational activity, participants will be able to identify two contraindications for using OMT in patients with Type II Diabetes.

At least one objective should address one or more of the four Osteopathic Tenets:

- The body is a unit; the person is a unit of body, mind, and spirit.
- The body is capable of self-regulation, self-healing, and health maintenance.
- Structure and function are reciprocally interrelated.
- Rational treatment is based upon an understanding of the basic principles of body unity, self regulation, and the interrelationship of structure and function.

[Click here](#) for additional resources on writing learning objectives.

At the end of the educational activity, participants will be able to:

1.	
2.	
3.	
4.	
5.	

Learning Methods

Place a check next to the items from the list below to indicate the learning method(s) that will be utilized in the delivery of the proposed activity:

Lecture/didactic	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Case presentation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Workshop/demonstration	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Panel discussion	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Web content	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Handouts/slides	<input type="checkbox"/> Yes	<input type="checkbox"/> No
X-Rays, charts, etc.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other	<input type="checkbox"/> Yes	<input type="checkbox"/> No



Disclosure of All Financial Relationships from Planners, Faculty, and Others
Disclosures from all persons in control of content (faculty, planners, teachers, authors, and reviewers) are required and must accompany the application for approval of any CME Activity.

<p>Name of Individual:</p> <p>Title of Continuing Education Activity:</p> <p>Date and Location of Education Activity:</p>	<p>Individual's prospective role(s) in education Identify the prospective role(s) that this person may have in the planning and delivery of this education (<i>choose all that apply</i>)</p> <p><input type="checkbox"/> Planner <i>Examples: planning committee, staff involved in choosing topics, faculty, or content</i></p> <p><input type="checkbox"/> Faculty/Presenter/Speaker</p> <p><input type="checkbox"/> Author</p> <p><input type="checkbox"/> Reviewer</p> <p>Other: _____</p>
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To be completed by presenters and authors: List the presentation titles and 2 or 3 objectives for each presentation. (Planners and reviewers may leave this section blank)

Presentation Title:

- 1.
- 2.
- 3.

As a prospective planner or faculty member, we would like to ask for your help in protecting our learning environment from industry influence. Please complete the form below and return it to your activity planner.

The ACCME Standards for Integrity and Independence require that we disqualify individuals who refuse to provide this information from involvement in the planning and implementation of accredited continuing education. Thank you for your diligence and assistance. If you have questions, please contact Suzanne Lavigne at slavigne@une.edu.

To be Completed by all Planners, Faculty, or Others Who May Control Educational Content

Please disclose **all financial relationships** that you have had in the **past 24 months** with **ineligible companies** (see definition below). For each financial relationship, enter the name of the ineligible company and the nature of the financial relationship(s). There is no minimum financial threshold; we ask that you disclose all financial relationships, regardless of the amount, with ineligible companies. You should disclose all financial relationships regardless of the potential relevance of each relationship to the education.

<u>Enter the Name of Ineligible Company</u>	<u>Enter the Nature of Financial Relationship</u>	<u>Has the Relationship Ended?</u>
An ineligible company is any entity whose primary business is producing, marketing, selling, re-selling, or distributing healthcare products used by or on patients. For specific examples of ineligible companies visit accme.org/standards .	Examples of financial relationships include employee, researcher, consultant, advisor, speaker, independent contractor (including contracted research), royalties or patent beneficiary, executive role, and ownership interest. Individual stocks and stock options should be disclosed; diversified mutual funds do not need to be disclosed. Research funding from ineligible companies should be disclosed by the principal or named investigator even if that individual's institution receives the research grant and manages the funds.	If the financial relationship existed during the last 24 months, but has now ended, please check the box in this column. This will help the education staff determine if any mitigation steps need to be taken.
<u>Name of Ineligible Company</u>	<u>Nature of Financial Relationship</u>	<u>Has the Relationship Ended?</u>
<i>Example: ABC Company</i>	<i>Consultant</i>	X
		<input type="checkbox"/>

In the past 24 months, I have not had any financial relationships with any ineligible companies.

By signing, I attest that the above information is correct as of this date of submission.

Sign and Date above

[Glossary of Terms](#)

[Ineligible Company](#)

The ACCME defines an “ineligible company” as any entity producing, marketing, selling, re-selling, or distributing health care products used by or on patients. These companies are ineligible to be accredited in the ACCME System. The ACCME does not consider providers of clinical service directly to patients to be ineligible companies. For more information, see www.accme.org.

[Financial relationships](#)

Financial relationships are those relationships in which the individual benefits by receiving a salary, royalty, intellectual property rights, consulting fee, honoraria, ownership interest (e.g., stocks, stock options or other ownership interest, excluding diversified mutual funds), or other financial benefit. Financial benefits are usually associated with roles such as employment, management position, independent contractor (including contracted research), consulting, speaking and teaching, membership on advisory committees or review panels, board membership, and other activities from which remuneration is received, or expected.

[Relevant financial relationships](#)

ACCME focuses on financial relationships with ineligible companies in the 24-month period preceding the time that the individual is being asked to assume a role controlling content of the CME activity. ACCME has not set a minimal dollar amount for relationships to be significant. Inherent in any amount is the incentive to maintain or increase the value of the relationship. The ACCME defines “relevant” financial relationships” as financial relationships in any amount occurring within the past 24 months with an ineligible company whose products or services are relevant to the content for which an individual can control. Circumstances create a relevant financial relationship when an individual has an opportunity to affect CME content about products or services of an ineligible company with which he/she has a financial relationship.

[Continuing Medical Education \(CME\)](#)

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.

ACCME’s definition of CME content includes:

- Management, for physicians responsible for managing a healthcare facility
- Educational methodology, for physicians teaching in a medical school
- Practice management, for physicians interested in providing better service to patients
- Coding and reimbursement in a medical practice

University of New England

Statement of Mitigation and Disclosure including Content Validation

In accordance with the Accreditation Council for Continuing Medical Education (ACCME) Standards for Integrity and Independence in Accredited Continuing Education, it is the policy of University of New England to ensure balance, independence, objectivity, and scientific rigor in all of its continuing medical education (CME) activities.

University of New England requires everyone who is in a position to control the content of a CME activity to disclose all financial relationships with any ineligible company. This information is utilized to 1) determine if a relevant financial relationship exists, 2) mitigate the relevant financial relationship by initiating a content validation process, and 3) advise learners of this information. Any individual who refuses to (or chooses not to) disclose financial relationships will be disqualified from participating as an instructor, planner or manager and cannot have control of or responsibility for the development, management, presentation, or evaluation of a CME activity certified by University of New England.

Disclosures received by the University of New England from individuals in a position to control CME content are made transparent to learners prior to participating in the activity. University of New England discloses the following information to learners: 1) the name of the individual, 2) the name of the ineligible company(ies), and 3) the nature of the relationship the individual has with the ineligible company. University of New England also discloses to learners the name(s) of ineligible companies supporting each CME activity.

Once a relevant financial relationship is identified, a content validation process is initiated to ensure that the content or format of the CME activity and related materials will promote improvements or quality in healthcare and not promote a specific proprietary business interest of an ineligible company. To this end, it is the policy of University of New England to conduct an unbiased review of all planned content for CME activities certified for credit to ensure adherence to the ACCME content validation statements and to mitigate any actual or perceived relevant financial relationship that exists. University of New England employs three primary metrics to validate CME content: 1) fair balance, 2) the scientific objectivity of studies mentioned in the materials or used as the basis for content, and 3) appropriateness of patient care recommendations made to learners.

University of New England requests that learners evaluate activities for the potential presence of bias.

Terms of Agreement

Cancellation

If at any time you find you are unable to participate, please contact Amy Drittler immediately so that other arrangements can be made. LMU-DCOM retains the right to cancel any scheduled seminar, lab, or planned activity without liability or obligation to the speaker. Speakers will be given at least thirty (30) days' notice of cancellation.

Syllabus Agreement

Your participation requires that you agree to publication of your presentation. The program syllabus will be provided by LMU-DCOM and available to program attendees.

- Your presentation(s) may appear in the program website. All presentations will be archived and available in the future to program attendees.
 - We have perpetual rights to use the work you submit. The copyright and right to reuse the content (including artwork) remain with you.
 - This permission includes all artwork submitted for scanning and all digital artwork, either sent separately or embedded in the digital file of the presentation or any other digital file.
 - By signing below, the speaker acknowledges that the material are original, or that the speaker otherwise has permission to use them. In the event of any claims, demands or causes of action arising from the production or distribution of the materials, the speaker assumes all responsibility and hereby releases and holds harmless LMU-DCOM, employees, agents and any and all other persons from any liability in connection with the material presented.
1. PURPOSE. Lincoln Memorial University ("University") hereby engages Speaker ("Speaker") for the purpose of speaking to members of the University community as described above ("Engagement"), upon all the terms and conditions set forth and in any written addenda made a part of this Agreement by mutual agreement of the parties.
 2. TERM AND TERMINATION. The Term of this Agreement shall begin on the date last signed below and shall expire upon completion of the Engagement. This contract may be terminated at no cost to either party upon 30 days advance written notice. In the event Speaker at any time fails to comply with any of the terms and conditions of this Agreement, the University reserves the right to terminate this Agreement without liability to the Speaker and any deposits shall be returned to the University.
 3. SPEAKER RESPONSIBILITIES. Speaker acknowledges that the services to be rendered under this Agreement are of a special, unique, and extraordinary character. Speaker shall provide any written materials or outlines to be handed out in connection with the Engagement. Speaker must strictly adhere to the date(s) and starting/ finishing times of the Engagement. Speaker must comply with all federal, state, and local laws and all University regulations, rules, and policies.
 4. PUBLICITY. Any and all publicity by means of poster, newspaper, radio, television or otherwise, shall be at the sole discretion and control of the University's Senior Director of Marketing and Public Relations. University shall not use Speaker's name and likeness as an endorsement of the Engagement without Speaker's prior written consent.
 5. RELATIONSHIP OF INDEPENDENT CONTRACTOR ESTABLISHED. It is mutually understood and agreed by the parties that an independent contractor relationship is hereby established under the terms and conditions of this Agreement. Speaker is an independent contractor and shall pay all applicable state, local, and federal taxes associated with any compensation received under this Agreement.
 6. PAYMENTS. Any Compensation/Honorarium and/or Travel and Expenses due under this Agreement shall be made payable to and presented to the Speaker, or the Speaker's Agent if noted above, within thirty (30) days after the Engagement, provided all terms and conditions contained herein are met. A completed IRS Form W-9 (or W-8) must be attached to this Agreement. The Form may be obtained at www.IRS.gov. No payments will be processed unless a completed Form W-9 (or W-8) is on file with the University.
 7. TRAVEL AND EXPENSES. If Speaker is to be reimbursed for Travel and Expenses, Speaker must provide University with

receipts for each expense to receive payment.

8. **NO PERSONAL PROPERTY SECURITY.** The University does NOT provide security of any kind for the supervision or protection of any property of Speaker that is brought upon the Premises or exhibited, stored, or left upon the Premises by the Speaker.
9. **NONDISCRIMINATION.** In performance of this Agreement, Speaker agrees not to discriminate against any individual on the basis of race, color, ethnicity, religion, sex, national origin, age, ancestry, disability, veteran status, sexual orientation, marital status, parental status, gender, gender identity, gender expression, and genetic information.
10. **RIGHT TO DISCONTINUE.** University reserves the right to immediately terminate the Engagement if it is deemed necessary for the safety of the University community.
11. **TIME IS OF THE ESSENCE.** Anticipated starting/finishing times specified in the Agreement are of the essence, subject to minor modifications due to unanticipated occurrences.
12. **INDEMNIFICATION AND RELEASE.** Speaker agrees to defend, indemnify, and hold harmless the University, its Board of Trustees, officers, agents, employees, and students from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever, whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death, arising directly or indirectly in connection with the Engagement, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the University's gross negligence or willful misconduct. Speaker also releases and waives any and all claims, demands, or causes of action against the University, its Board of Trustees, officers, agents, employees, students, and/or agents that arise from or are connected with the Engagement, any injury to employees, invitees, guests, or agents of Speaker, or damage to or loss of any property of Speaker that is brought upon the premises, or exhibited, stored, or left upon the Premises by Speaker. Any property of Speaker left upon the Premises following the Engagement shall be considered abandoned by Speaker and may be discarded by the University.
13. **FORCE MAJEURE.** If an Act of God, nature, war, riots, epidemics, strikes, an act (or order) of public authority, on-site mechanical difficulties (e.g. a power failure) should render the Engagement contemplated by this Agreement impossible, the parties shall not be liable to one another for direct or consequential damages they sustain. In such an event, the parties shall attempt to reschedule the Engagement for another mutually convenient date and time. If rescheduling is not possible, then the Agreement shall become null and void upon either party's written notification to the other at its last known address. In such an event, neither party shall have any other or further obligation to the other arising out of the Agreement.
14. **ASSIGNMENTS AND SUBCONTRACTING.** Neither party may assign or delegate its rights and obligations under this Agreement without the prior written consent of the non-assigning or non-delegating party.
15. **ENTIRE AGREEMENT AND NOTICE.** This Agreement constitutes the entire agreement between the parties. Any requirements that University comply with terms, provisions, or directions of Speaker shall only be binding if the specific terms of the same are made known to and agreed to by University in writing in this Agreement.
16. **NO MODIFICATIONS OR AMENDMENTS.** This Agreement may be modified or amended in writing signed by authorized signatories of the Speaker and University.
17. **GOVERNING LAW, JURISDICTION, AND VENUE.** This Agreement shall be governed by the laws of the state of Tennessee. Any dispute arising hereunder shall be resolved exclusively in the Claiborne County Circuit Court located in Claiborne County, Tennessee.
18. **EFFECTIVE DATE AND AUTHORIZATION:** This Agreement shall become effective upon the last date signed below. The undersigned represents that he/she is authorized to sign on behalf of the Speaker and to enter into this Agreement.

Submission Checklist and Deadlines:

LMU CME Speaker Agreement and Disclosures packet due _____.

Current CV due _____
These documents are REQUIRED by the CME accrediting bodies prior to approving our program.

W9 and proof of eligibility to work in the U.S. (birth certificate, driver's license or passport) due _____.
These documents are REQUIRED by LMU to issue payment of your honorarium.

Draft presentation due _____ for CME content review.

Final presentation due _____. Final presentation should incorporate suggestions and recommendations received from the CME content review.

This signed document will serve as a binding agreement between LMU-DCOM and the herein named speaker. The speaker agrees to adhere to the submission deadlines listed above and submit a signed copy of the Speaker Disclosure and Speaker Terms of Agreement, along with the speaker information and lecture information forms, needs assessment, and final presentation for publication.

Speaker Signature

Date

Please return form to: Amy Drittler, LMU-DCOM Director of Alumni Services and CME
6965 Cumberland Gap Parkway, Harrogate, TN 37752
amy.drittler@LMU.net | Phone: 423-869-6252 | Fax: 423-869-7078