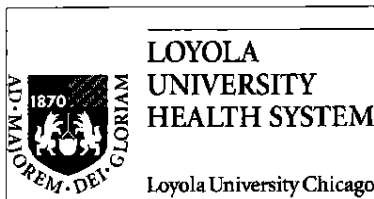


LOYOLA UNIVERSITY MEDICAL CENTER

ADMINISTRATIVE POLICY
NUMBER: PS-11

Subject: RECEIPT OF VENDOR FUNDS FOR EDUCATIONAL EVENTS

Date Implemented: August 2005

Date Revised: January 31, 2007, October 15, 2007

University

Administration Approval:

Paul K. Whelton, M.B., M.D., M.Sc.
President and Chief Executive Officer
Loyola University Health System/
Loyola University Medical Center
Vice President for the Health Sciences
Loyola University of Chicago

Medical Center

Administration Approval:

Michael Scheer
Senior Vice President, Chief Financial
Officer and Treasurer
Loyola University Health System/
Loyola University Medical Center

Physician Foundation

Approval:

Stephen Valerio
President and Chief Executive Officer
Loyola University Physician Foundation

I. PURPOSE

The purpose of this policy is to provide direction for the receipt of educational grants from Vendors to help underwrite the costs of Educational Events. Training programs provided by Vendors to facilitate the use of a product or service that the Vendor furnishes under a contract with Loyola are outside the scope of this policy.

II. DEFINITIONS/APPLICATIONS

1. Definitions

- a. Educational Events – Those events held at Loyola for which the attendees may receive certification towards their professional CME or CEU requirements, as well as any other activities provided for general educational purposes and are sponsored by Loyola.
- b. Supervisor – For LUMC staff, the applicable Vice President; For LUC staff, residents and fellows, the applicable Department Chairperson. Where both instances apply, only one approval is necessary.
- c. Vendor – A Vendor, for purposes of this policy, is defined as a company doing or seeking to do business with Loyola.
- d. Vendor Liaison – A vendor liaison is an employee of a company that provides funding for educational events or research opportunities.

2. Applications - This policy applies to LUMC and LUPF employees, residents and fellows and Loyola University of Chicago (LUC) employees working at the Medical Center campus or

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the ambulatory care sites and students (Loyolans).

III. PROCEDURES

1. Loyolans may apply for Educational Event funding from Vendors if the Loyolan's Supervisor approves of the solicitation.
2. Decisions to buy products and/or services from a particular Vendor should not be contingent upon a Vendor's contribution to any Educational Event.
3. Educational Events should be created for the primary purpose of promoting objective scientific and educational activities and not as a marketing vehicle for Vendors. The content should be fair and balanced. The event coordinator should ensure, to the extent possible, meaningful disclosure of any limitations on data, e.g., ongoing research interim analyses, preliminary data or unsupported opinion. Generally, there should be no discussion of off-label uses of drugs discussed at any Educational Event funded by a Vendor.
4. Loyolan's should select the topic and speaker, determine the goals and objectives for the Educational Event and decide the fair market value payment for the speakers. The cost of the Educational Event should be modest as judged by local standards. Vendor funds may be used to pay legitimate expenses related to the Educational Event, including speaker and faculty fees and expenses, administrative costs, reasonable and modest meals and refreshments, room and equipment rental, supplies, and handout materials. Payment for the Educational Event should be by the Vendor directly to Loyola and not to the speaker or other provider for the activity.
5. Vendors may not procure speakers, sponsor or plan the event or present at the activity.
6. Vendors may not attend on-site Educational Events, set-up booths or give out free information or gifts, even if the Vendor or his/her company funded the event. However, a Vendor Liaison may attend an on-site Grand Rounds event that s/he did not fund if: no patient information is discussed and prior approval is obtained from the Chair of the department hosting the event. Vendor Liaisons may not speak, distribute literature or bring food to any Loyola Educational Event. Vendors may attend off-site Educational Events with the approval of the event coordinator's Supervisor.
7. Meaningful disclosure should be made to the audience at the time of the Educational Event of:
a) Vendor funding; b) any significant relationship between Loyola and the Vendor or between individual speakers or moderators and Loyola; and, c) acknowledgement of educational support from the Vendor in accordance with the LUHS Logo Use, Endorsements & Compliance with Tax-Exempt Status Requirements Policy.
8. The Educational Event should occur in a venue and manner conducive to learning. Occasionally, if the Educational Event is presented over several hours or during a lunch hour, modest meals may be funded but not delivered by the Vendor.
9. Vendors may not pay for Educational Event related activities attended by non-Loyolans (e.g., spouses or other guests).
10. The frequency of Educational Events sponsored by the same Vendor should be limited in any given year.
11. If funding for is secured, Loyolans should:
 - a. Complete the attached Vendor Educational Event Gift Agreement;
 - b. Contact the Continuing Medical Education office or Education and Support Services Department, as applicable, to coordinate educational credit and facilitate payment to the speakers and for other expenses; and
 - c. Contact the Development Office to acknowledge receipt the gift.
12. All funds used should be accounted for properly. For questions regarding the proper accounting methods, contact the Finance Department at x65942. Any unused funds should be returned to the Vendor.

IV. RESPONSIBLE PARTY

Loyolans and their Supervisors, as applicable are responsible for ensuring compliance with this policy. Questions should be addressed to the Chief Compliance Officer at x62036.

Supervisor Approval Form

Instructions:

1. This form should be used to obtain your Supervisor's pre-approval as required by any of the following policies:
 - a. Vendor Access – PS-6.
 - b. Vendor Relations – PS-10.
 - c. Vendor Receipt of Vendor Funds for Educational Events – PS-11.
 - d. Vendor Funding for Off-Site Promotional Training and Seminars – PS-12.
 - e. Permissible Arrangements between Colleagues & Vendors Policy – PS-13.
 - f. Itinerant Vendors – PS-18.

2. Supervisor, for purposes of this form means:
 - a. For faculty, the Department Chairperson
 - b. For Department Chairpersons, the Dean of SSOM or SON as applicable,
 - c. For non-faculty employees, his/her Vice President or Associate Dean, as applicable
 - d. For Associate Deans, the Dean of LUC-SSOM
 - e. For Vice Presidents or higher, the Senior Vice President or President as applicable
 - f. For residents and fellows, the Department Chairperson

3. The Supervisor should maintain a copy of this form in the Colleague's personnel file.

4. The staff member completing this form should retain a copy of the form in his/her departmental files.

Reason Supervisor Approval is requested:

- Vendor funded educational event
- Vendor funded attendance at professional association conference
- Vendor promotional training
- Vendor sponsored seminar
- Vendor sponsored site visit
- Consulting services performed by Loyola staff for vendor
- Speaking engagements performed by Loyola staff for vendor
- Vendor booth on-site at Loyola

General Information:

Name of Person Completing this Form: _____
 Phone Number: _____ Department: _____

Vendor Information:

Vendor: _____

Program/Event/Service Information:

Title/Subject matter: _____

Description of Program/Gift/Compensation to be received: _____

Purpose/Benefit: _____

Dollar Amount: _____

Signature of Requestor:
Signature of Supervisor if approved:

 Signature
 Dated: _____

 Signature
 Dated: _____

CHARITABLE GIFT/EDUCATIONAL GRANT AGREEMENT

This AGREEMENT entered into this _____ day of _____, 2005, by and between [INSERT VENDOR DONOR], a [INSERT STATE OF INCORPORATION] Corporation (hereinafter "VENDOR DONOR") and Loyola University Medical Center, an Illinois not-for-profit corporation located in Maywood, Illinois (hereinafter "LUMC").

WHEREAS LUMC is a health care provider engaged in patient care, education and medical research, including [INSERT SUBJECT MATTER, e.g., ongoing clinical medical education in the prevention and treatment of influenza]; and

WHEREAS VENDOR DONOR desires to support the mission of LUMC generally and further seeks specifically to [INSERT INTENT OF GIFT/GRANT, e.g., provide financial assistance to advance LUMC's aforesaid education related to the prevention and treatment of influenza]; and

WHEREAS LUMC seeks to [INSERT DETAIL WITH RESPECT TO WHAT LUMC INTENDS TO DO WITH THE GIFT/GRANT, e.g., initiate a influenza vaccination campaign which will educate the LUMC patient community on influenza prevention]; and

WHEREAS VENDOR DONOR desires to provide certain financial resources and in-kind gifts [DELETE "and in-kind gifts" IF NOT APPLICABLE.] needed for LUMC to perform this community outreach (or continuing education).

WHEREAS LUMC desires to accept VENDOR DONOR'S generous philanthropic assistance and to proceed with the campaign pursuant to the terms and conditions stated herein.

NOW, THEREFORE in consideration of the premises and mutual promises contained herein, the parties agree as follows:

1. The purpose of the community outreach (or continuing education) (the "Program") is for scientific and educational purposes only and will not promote the VENDOR DONOR'S products, directly or indirectly.
2. That VENDOR DONOR shall provide [INSERT AMOUNT OF GIFT/GRANT] (\$0,000.00) DOLLARS to LUMC to be used to [INSERT INTENT OF GIFT/GRANT e.g., to communicate the campaign to the LUMC patient community].
3. That VENDOR DONOR shall provide [INSERT DESCRIPTION OF ANY IN-KIND GIFTS e.g., # of bandaids to be used post-vaccination administration, stickers and activity/coloring books to be provided to minor patients. OMIT IF NOT APPLICABLE].
4. LUMC is responsible for control of content and selection of Program presenters and moderators. VENDOR DONOR agrees not to direct the content of the Program. There will be no "scripting," emphasis, or direction of content by the VENDOR DONOR or its agents.
5. The VENDOR DONOR, or its agents, will respond only to LUMC-initiated requests for suggestions of presenters or sources of possible presenters. The VENDOR DONOR will suggest more than one name (if possible); will provide speaker qualifications; will disclose financial or other relationships between VENDOR DONOR and speaker, and will provide this information in writing. LUMC will record the role of VENDOR DONOR, or its agents, in suggesting presenters(s); will seek suggestions from other sources, and will make its selection of presenter(s) based on balance and independence.
6. That LUMC will provide written acknowledgment of VENDOR DONOR'S charitable gift/educational grant. At the time of the Program, LUMC will disclose VENDOR DONOR'S gift/grant and any significant relationship between LUMC and VENDOR DONOR, or between individual speakers or moderators and the VENDOR DONOR.
7. That LUMC is under no obligation to purchase any supplies from VENDOR DONOR.
8. That LUMC is under no obligation to promote any activities of VENDOR DONOR. VENDOR DONOR is prohibited from engaging in any promotional activities, including product advertisements, at the site of the Program.

- 9. That VENDOR DONOR is not debarred, suspended or excluded from participation under any federal program.
- 10. That this Agreement does not and will not constitute a partnership or joint venture and no party may be bound by the other to any contract, or make any representations or warranties, express or implied, on behalf of the other party, or otherwise create any liability against the other party in any way for any purpose.
- 11. This Agreement shall be governed by and construed pursuant to the laws of the State of Illinois.

IN WITNESS WHEREOF, the authorized representatives of the parties have duly executed this Agreement as of the date set forth above.

VENDOR DONOR, INC.

LOYOLA UNIVERSITY MEDICAL CENTER

By: _____

By: _____