



**POLICY INFORMATION**

**Policy Title:** Gifts and Business Courtesies from Vendors Guidelines Policy

**Departmental Owner:** Chief Compliance, Audit, and Privacy Officer

**Version Effective Date:** March 31, 2025

**Last Reviewed:** March 31, 2025

**SCOPE**

This policy applies to the following individuals and/or groups:

All Covered Individuals (e.g., all Nuvance workforce members, business affiliates, and agents) as defined below under Definitions.

This policy applies to all Nuvance Health Covered Individuals including but not limited to the following locations:

All of the below entities

Nuvance Health Systems

Danbury Hospital (including New Milford Hospital Campus)

Northern Dutchess Hospital

Norwalk Hospital

Putnam Hospital

Sharon Hospital

Vassar Brothers Medical Center

Health Quest Systems, Inc. "(HQSI)"

Health Quest Home Care, Inc

Hudson Valley Cardiovascular Practice, P.C. (aka The Heart Center) ("HVCP")

Other HQSI-affiliated Entities Not Listed

Western Connecticut Home Care, Inc ("WCHN")

Western Connecticut Health Network Physician Hospital Organization ACO, Inc.

Western Connecticut Home Care, Inc

Other WCHN-affiliated Entities Not Listed

Nuvance Health Medical Practices (NHMP PC, NHMP CT, ENYMS & HVCP)

**POLICY STATEMENT/PURPOSE**

To establish guidelines for responding appropriately to the offer of personal Gifts, gratuities, sponsorships, and grants from Vendors, service providers, suppliers and other agencies, firms, and individuals with whom Nuvance Health ("Nuvance"), and its affiliates has dealings.

Vendors frequently seek to cultivate relationships with health care providers by offering Gifts, gratuities, entertainment, and other items and services of value. These activities have a high potential for fraud and abuse and raise anti-kickback and conflict of interest concerns. If even one purpose of the offer of an item or service is an award or retention of business that is reimbursable by any Federal health care program, the arrangement potentially violates the Federal anti-kickback statute.

Any time a Vendor provides something of value to a health care provider who might utilize the Vendor's product or service, the provider should examine whether the Vendor is providing a valuable tangible benefit with the intent to induce or reward referrals. For example, if goods or services provided by the Vendor eliminate an expense in which the provider would have otherwise incurred, or if items or services are sold to a provider for less than their fair market value, the arrangement is problematic if the arrangement is tied directly or indirectly to the generation of business for the Vendor from a Federal health care program. Moreover, under the anti-kickback statute, neither a legitimate purpose for an arrangement (e.g., physician education) nor a fair market value payment will necessarily protect remuneration if even one purpose of the arrangement is illegal (i.e., the purposeful inducement of business).

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In light of the risks inherent in these types of arrangements, whenever possible, relationships with Vendors are to be structured so as to fit within one of the anti-kickback statute's safe harbors, such as the safe harbor for personal services and management contracts. For more information regarding safe harbor guidelines, please contact the Legal Services Department or the Compliance Office.

## DEFINITIONS

**For purposes of this policy, the terms listed below shall have the following meanings:**

**Gifts:** include the receipt of anything of value and without fair market compensation, including the receipt of discounts, free or below-market value goods, or services. Also, perishable and consumable Gifts.

**Vendors:** are those parties that provide goods or services to Nuvance (i.e., manufacturers, providers, consultants, and suppliers of health care products and services).

**Referral Sources:** either those providers that send patients to Nuvance for services or accept patients referred by Nuvance.

**Conference or Meeting:** shall mean any activity, held at an appropriate location, where (a) the gathering is primarily dedicated, in both time and effort, to promoting objective scientific and educational activities and discourse (one or more educational presentation(s) should be the highlight of the gathering), and (b) the main incentive for bringing attendees together is to further their knowledge on the topic(s) being presented.

**Covered Individual:** This term refers to all Nuvance Health workforce members, business affiliates, and agents. Workforce members shall include any of the following individuals at Nuvance Health: Members of the Nuvance Health Board and the boards of any Nuvance Health related entity; administrators; managers; officers; employees; affiliates; medical staff members; appointees; volunteers; personnel; interns; students; trainees; and any individual whose conduct is under direct control of Nuvance Health whether or not they are paid by Nuvance. Business Affiliates shall include certain non-workforce members contractors, independent contractors, vendors, persons, subcontractors or third-parties. Agents include individuals or entities that have entered into an agency relationship with Nuvance. For the full definition and applicability of Covered Individuals, please refer to the Nuvance Health Compliance and Ethics Program Charter which can be found internally on Ellucid at: [Nuvance Health Compliance and Ethics Program Charter](#), or externally at <https://www.nuvancehealth.org/NHcomplianceandethicsprogramcharter>.

## POLICY

Nuvance makes every effort to deliver its healthcare services in a manner that assures the utmost integrity. Nuvance is fully cognizant of its charitable mission and its fiduciary duty to assure the maximum use of its assets for charitable purposes. Furthermore, Nuvance seeks to manage its relationships with third parties in a fair and reasonable manner, consistent with all applicable laws and good business practices.

Nuvance recognizes that various circumstances may arise which create the potential appearance of an improper business relationship. The following guidelines have been written to assist Nuvance personnel to preserve and protect the organization's reputation, to avoid the appearance of impropriety, and to avoid any potential violation of applicable law. It is the objective of Nuvance for its personnel to avoid the receipt or offer of Gifts in any circumstance that may have the appearance of resulting in an improper inducement for referrals or incentive for the purchase of goods or services by Nuvance or from Nuvance.

The guidelines in this policy include, but are not limited to, the following situations and categories:

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- Receipt of Gifts (Meals and perishable items provided by Vendors; entertainment sponsored by Vendors)
- Solicitation of Gifts (Requests to support educational programs or activities; Fundraising)
- Giving of Gifts (to providers and other Referral Sources; government representatives)
- Informational Presentations by or on behalf of a Vendor
- Continuing Medical Education and Educational Grants
- Business Meetings/Travel with Prospective Vendors
- Consultants hired by Nuvance
- Items for the Benefit of the Patient
- Endorsements
- Research Grants

It is not possible to cover all potential situations. Solicitation of Vendors and Referral Sources can create an appearance that such Gifts are rewarded through business generated by Nuvance. Should any Nuvance personnel have any questions regarding an activity that has the potential appearance of implicating a Gift of some type or there is an appearance that such Gifts are rewarded through business generated by Nuvance, personnel should consult with their Department Manager and/or the Compliance Office.

## GUIDELINES

### A. General

Covered Individuals may not accept any Gift items, meals, social events, travel, event tickets, sporting opportunities, etc. from any supplier, contractor, or Vendor or prospective supplier, contractor, or Vendor. Covered Individuals will be conscientious of the appearance of being unduly influenced in any decision.

Information pertaining to violations of these guidelines should be reported to the Compliance Office either directly at 203-739-7110 or through the anonymous and confidential Compliance Helpline at (844) 937-9326.

### B. Receipt of Gifts

Covered Individuals may not accept any Gift items, meals, social events, travel, event tickets, sporting opportunities, etc. from any supplier, contractor, or Vendor or prospective supplier, contractor, or Vendor. Covered Individuals will be conscientious of the appearance of being unduly influenced in any decision.

### C. Solicitation of Gifts

In general, Nuvance personnel shall not solicit Gifts from Vendors or Referral Sources, whether for their own benefit, the benefit of Nuvance, or the benefit of a third party, unless such requests meet the specific guidelines provided below:

1. Requests for support to Nuvance educational programs or activities: Vendors should not be solicited to provide Gifts for specific Nuvance educational programs, activities, or sponsorships. Exception: Educational grants supporting Nuvance 's continuing medical education programs (CME) [See Section F] and grants offered by Vendors as part of an approved, established Vendor-grant program.
2. Fundraising: Nuvance has a charitable mission and accepts Gifts from the general public to advance its service to the community. Fund-raising activities sponsored by Nuvance and for the benefit of Nuvance shall be subject to the approval of the Hospital's Development Office or Foundation Office; this approval is designed to minimize any conflict of interest or appearance of impermissible business relationship.

The Development Office or Foundation Office at each entity is responsible for coordinating fundraising activities and the solicitation and processing of all Gifts made to the hospital. Only the Development or Foundation Office may solicit Gifts from Vendors. Any other solicitation by members of clinical or administrative departments is prohibited.

The Development and Foundation Office shall comply with the following general principles in soliciting Gifts from Vendors:

- Any solicitation on behalf of Nuvance, shall occur only by the Development / Foundation Office as part of fundraising activities in the normal course (e.g., general campaign, specific drive, or charitable event).
- Any proposal to target specific Vendors for a Gift (such as a request for equipment) must first be reviewed by the Legal Services Department and/or General Counsel.
- Development / Foundation Office personnel shall not link conditions of existing or potential financial relationships with Nuvance when soliciting Gifts. Development/Foundation Office personnel shall avoid soliciting a Vendor during a period when there is a contract negotiation in progress, if feasible.
- Funds received from solicitation shall be used for a charitable purpose. Funds solicited for a particular charitable purpose shall only be used for that purpose. Gifts in-kind shall not be used for the benefit of particular individuals, but only for the benefit of Nuvance. For example, sports tickets shall be used in raffles or silent auctions to raise funds for medical, educational, or other charitable activities.

#### D. Giving Gifts

- A. Gifts to providers and other Referral Sources: Any Gift involving providers or other persons who are in a position to refer patients to Nuvance must comply with all applicable State and Federal laws, regulations, and rules (e.g., the Federal Anti-Kickback Statute).
- B. Gifts to government representatives: Nuvance personnel shall not provide any Gifts or anything else of value to any employee of the Federal and/or State government except for reasonable meals and minor refreshments in the context of actual business discussions.
- C. Informational Presentations by or on Behalf of a Vendor Informational presentations and discussions by industry representatives and others speaking on behalf of a company can provide valuable scientific and educational benefits. In connection with such presentations or discussions, occasional meals (but no entertainment/recreational events) may be accepted as long as they: (a) are modest as judged by local standards; and (b) occur in a venue and manner conducive to informational communication and provide scientific or educational value. Inclusion of a healthcare professional's spouse or other guests is not appropriate. Offering "takeout" meals or meals to be eaten without a company representative being present (such as "dine & dash" programs) are not permissible.

Vendors have been known to compensate providers for time spent listening to sales representative's market products. In some cases, these payments are characterized as "consulting" fees and may require providers to complete minimal paperwork. Other companies pay providers for time spent accessing web sites to view or listen to marketing information or perform "research." All of these activities are highly suspect under the anti-kickback statute, are highly susceptible to fraud and abuse, and are therefore strictly prohibited.

#### E. Continuing Medical Education; Educational Grants

Financial support for continuing medical education (CME) activities or other scientific and educational Conferences or professional Meetings which offer continuing educational credits is permissible if the activity is one that contributes to the improvement of patient care and only if the support is provided in the form of an unrestricted educational grant. The prior approval of the Nuvance personnel's Department Manager is required for all Vendor-supported educational activities.

Since the giving of any subsidy directly to an entity by a company may be viewed as an inappropriate cash Gift, any financial support for CME, scientific, educational, or professional activities must be provided in the form of an unrestricted educational grant. There must be a consistent, documented process at the entity receiving the financial support for review, acceptance, and funding of the educational program. There needs to be a written agreement between the Vendor and the entity sponsoring the program. See "Educational Grant Agreement" (Appendix A). All funding shall be forwarded to the appropriate CME financial account. The execution of the Educational Grant Agreement will be initiated by the Department sponsoring the program. For CME programs, the agreement with the Vendor must incorporate the Accreditation Council for Continuing Medical Education (ACCME) guidelines. (See Appendix B.)

In addition, when companies underwrite medical Conferences or Meetings other than their own, responsibility for and control over the selection of content, faculty, educational methods, materials, and venue belongs to the organizers of the Conferences or Meetings in accordance with their guidelines. Financial support is not permissible for the cost of travel, lodging, or other personal expenses of non-faculty healthcare professionals that are attending CME or other third party-sponsored scientific or educational Conferences or professional Meetings, either supplied (or paid) directly to the individuals attending the Conference or indirectly to the Conference's sponsor. Non-faculty healthcare professionals are defined as those that are not directly presenting scientific or education at the event. Similarly, funding should not be accepted to compensate for the time spent by healthcare professionals attending the Conference or Meeting.

Financial support for meals or receptions may be provided to the CME sponsors who, in turn, can provide meals or reception for all attendees. A company also may provide meals or receptions directly at such events if it complies with the sponsoring organization's guidelines. In either of the above situations, the meals or receptions should be modest and be conducive to discussion among faculty and attendees, and the amount of time at the meals or receptions should be clearly subordinate to the amount of time spent at the educational activities of the Meeting.

#### F. Business Meetings/Travel with Prospective Vendors

In the event business Meetings or functions incorporate meals or hospitality to be paid for by the prospective Vendor or in the event that attendance at a function sponsored by a Vendor would further the overall business purposes or mission of the Hospital, an employee may be permitted to attend such Meeting or function with the prior approval of the appropriate Senior Leadership.

If the hospitality involves an event requiring paid admission, Senior Leadership may authorize Vendor payment, approve the employee's payment of the admission price at face value, or may authorize the Hospital to pay the

admission price on behalf of the employee. The Senior Leadership will be conscientious of the appearance of being unduly influenced in any decision.

#### G. Consultants hired by Nuvance

It is appropriate for consultants who provide services to Nuvance to accept reasonable compensation for those services and to accept reimbursement for reasonable travel, lodging, and meal expenses incurred as part of providing those services. Compensation and reimbursement that would be inappropriate in other contexts can be acceptable for bona fide consultants in connection with their consulting arrangements. “Token consulting” or advisory arrangements should not be used to justify compensating healthcare professionals for their time or their travel, lodging, and other out-of-pocket expenses. The following factors support the existence of a bona fide consulting arrangement (not all factors may be relevant to any particular arrangement):

- Written contract specifies the nature of the services to be provided and the basis for payment of those services (where possible, contracts should be written to comply with the personal services anti-kickback safe harbor);
- A legitimate need for the services has been clearly identified in advance of requesting the services and entering into arrangements with the prospective consultants;
- The criteria for selecting consultants are directly related to the identified purpose and that the persons responsible for selecting the consultants have the expertise necessary to evaluate whether the particular healthcare professionals meet those criteria;
- The number of consultants retained is not greater than the number reasonably necessary to achieve the identified purpose;
- Nuvance maintains records concerning and makes appropriate use of the services provided by consultants, including but not limited to invoices that detail the dates, hours, and specific services rendered;
- The venue and circumstances of any Meeting with consultants are conducive to the consulting services and activities related to the services are the primary focus of the Meeting, and any social or entertainment events are clearly subordinate in terms of time and emphasis.
- It is not appropriate to pay honoraria or travel or lodging expenses to non-faculty and non-consultant attendees at company-sponsored Meetings, including attendees who participate in interactive sessions.

#### H. Items for the Benefit of the Patient

Items primarily for the benefit of patients may be accepted by healthcare professionals if they are not of substantial value (\$100 or less). For example, an anatomical model for use in an examination room primarily involves a patient benefit, whereas a CD player does not. Items should not be accepted on more than an occasional basis, even if each individual item is appropriate. Note:

Accepting product samples for patient use in accordance with the Prescription Drug Marketing Act is acceptable.

As noted in the Nuvance policy “Patient Gifts Policy”, Nuvance may offer its patients free Gifts, free products, or free services as a part of a comprehensive community health education or similar program conducted as a part of Nuvance’s charitable activities to promote and improve the health of the communities it serves. The costs of such associated Gifts, products, or services provided shall not be in excess of \$15 per item per beneficiary and shall not be in excess of a total of \$75 annually. Vendors donations to the entities for patient items, (i.e., glucometers, infant

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formula) must be made to the entity’s Development Office as a Gift in kind donation. Department Management is not permitted to solicit such items from Vendors for patients.

I. Endorsements

There will be no endorsement by Nuvance for any Vendor in exchange for a donation or grant, nor will Nuvance provide any other special benefit in return for the donation.

J. Research Grants

Research grants should not be unrestricted. The purpose of the grant must be clearly documented. Research grants must be linked to the performance of specific protocols, which need to:

- be of legitimate scientific value to the company or to the community;
- be scientifically rigorous and sufficient to provide meaningful information;
- comply with applicable regulatory requirements.

Research grants must be for no more than fair market value of the research activity and should generally not be provided in their entirety up-front.

**ENFORCEMENT**

All individuals whose responsibilities are affected by this policy are expected to be familiar with the basic procedures and responsibilities created by this policy. Failure to comply with this policy and related procedure may result in remedial and/or disciplinary action, up to and including termination of any employment or other relationship.

**REFERENCES**

- PhRMA Code on Interactions with Healthcare Professionals – July 2002
- Office of Inspector General Compliance Program Guidance for Pharmaceutical Manufacturers – April 2003
- 42 USC §1320a-7b Anti-Kickback Statute
- 42 CFR § 1001.952 Anti-Kickback Statute Safe Harbor Regulations
- Office of Inspector General Policy Statement Regarding Gifts of Nominal Value To Medicare and Medicaid Beneficiaries

**APPROVAL**

Signed by:  
  
 6D04982F5DB24D1  
 \_\_\_\_\_  
**Signature**

3/28/2025  
 \_\_\_\_\_  
**Date**



APPENDIX A

**Educational Grant Agreement**

This Educational Grant Agreement is made between [Health Quest Systems Inc.] Center (hereinafter "Provider") and [Vendor] (hereinafter "Company"), whereby the Company will provide funding to the Provider in support of the following continuing medical education program: \_\_\_\_\_ (hereinafter "Program").

In the managing of this Program, the Provider will follow the Accreditation Council for Continuing Medical Education (ACCME) Standards for Commercial Support of Continuing Medical Education (hereinafter "Standards"), which are incorporated by reference into and attached to this Agreement.

The Company and the Provider agree to the presentation of the Program on [Insert Date], at [Insert time], and taking place in [Insert Location, Town and State], presented by [Presenter].

The grant made by the Company in support of the Program shall only be used by the Provider for the following purposes:

- Honoraria for the Presenter(s): \$ X
- Actual cost of transportation/ coach airfare for Presenter(s) [upon receipt]
- Reasonable meal costs for Presenter(s) [upon receipt]
- Reasonable lodging costs for Presenter(s) [upon receipt]
- Other reasonable miscellaneous Presenter-related costs [upon receipt]
- Other Meeting-related costs: (Explain in detail) \$ X – lunch for attendees

Accepted by:

\_\_\_\_\_  
For [Vendor]

\_\_\_\_\_  
For [Health Quest Systems, Inc.]

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## APPENDIX B

### The Standards for Commercial Support

#### Standards to Ensure Independence in CME Activities

##### **STANDARD 1: Independence**

**1.1** A CME provider must ensure that the following decisions were made free of the control of a commercial interest. The ACCME defines a “commercial interest” as any proprietary entity producing health care goods or services, with the exemption of non-profit or government organizations and non-health care related companies.

1. Identification of CME needs;
2. Determination of educational objectives;
3. Selection and presentation of content;
4. Selection of all persons and organizations that will be in a position to control the content of the CME;
5. Selection of educational methods;
6. Evaluation of the activity.

**1.2** A commercial interest cannot take the role of non-accredited partner in a joint sponsorship relationship.

##### **STANDARD 2: Resolution of Personal Conflicts of Interest**

**2.1** The provider must be able to show that everyone who is in a position to control the content of an education activity has disclosed all relevant financial relationships with any commercial interest to the provider. The ACCME defines “relevant” financial relationships” as financial relationships in any amount occurring within the past 12 months that create a conflict of interest.

**2.2** An individual who refuses to disclose relevant financial relationships will be disqualified from being a planning committee member, a teacher, or an author of CME, and cannot have control of, or responsibility for, the development, management, presentation, or evaluation of the CME activity.

**2.3** The provider must have implemented a mechanism to identify and resolve all conflicts of interest prior to the education activity being delivered to learners.

##### **STANDARD 3: Appropriate Use of Commercial Support**

**3.1** The provider must make all decisions regarding the disposition and disbursement of commercial support.

**3.2** A provider cannot be required by a commercial interest to accept advice or services concerning teachers, authors, or participants or other education matters, including content, from a commercial interest as conditions of contributing funds or services.

**3.3** All commercial support associated with a CME activity must be given with the full knowledge and approval of the provider. Written agreement documenting terms of support

##### **Written agreement documenting terms of support**

**3.4** The terms, conditions, and purposes of the commercial support must be documented in a written agreement between the commercial supporter that includes the provider and its educational partner(s). The agreement must include the provider, even if the support is given directly to the provider’s educational partner or a joint sponsor.

**3.5** The written agreement must specify the commercial interest that is the source of commercial support.

**3.6** Both the commercial supporter and the provider must sign the written agreement between the commercial supporter and the provider.

#### **Expenditures for an individual providing CME**

**3.7** The provider must have written policies and procedures governing honoraria and reimbursement of out-of-pocket expenses for planners, teachers, and authors.

**3.8** The provider, the joint sponsor, or designated educational partner must directly pay any teacher or author honoraria or reimbursement of out-of-pocket expenses in compliance with the provider's written policies and procedures.

**3.9** No other payment shall be given to the director of the activity, planning committee members, teachers, authors, joint sponsor, or any others involved with the supported activity.

**3.10** If teachers or authors are listed on the agenda as facilitating or conducting a presentation or session but participate in the remainder of an educational event as a learner, their expenses can be reimbursed, and honoraria can be paid for their teacher or author role only.

#### **Expenditures for learners**

**3.11** Social events or meals at CME activities cannot compete with or take precedence over the educational events.

**3.12** The provider may not use commercial support to pay for travel, lodging, honoraria, or personal expenses for non-teacher or non-author participants of a CME activity. The provider may use commercial support to pay for travel, lodging, honoraria, or personal expenses for bona fide employees and volunteers of the provider, joint sponsor, or educational partner.

#### **Accountability**

**3.13** The provider must be able to produce accurate documentation detailing the receipt and expenditure of the commercial support.

#### **STANDARD 4: Appropriate Management Associated Commercial Promotion**

**4.1** Arrangements for commercial exhibits or advertisements cannot influence planning or interfere with the presentation, nor can they be a condition of the provision of commercial support for CME activities.

**4.2** Product-promotion material or product-specific advertisement of any type is prohibited in or during CME activities. The juxtaposition of editorial and advertising material on the same products or subjects must be avoided. Live (staffed exhibits, presentations) or enduring (printed or electronic advertisements) promotional activities must be kept separate from CME.

- For print, advertisements and promotional materials will not be interleaved within the pages of the CME content. Advertisements and promotional materials may face the first or last pages of printed CME content as long as these materials are not related to the CME content they face and are not paid for by the commercial supporters of the CME activity.
- For computer based, advertisements and promotional materials will not be visible on the screen at the same time as the CME content and not interleaved between computer 'windows' or screens of the CME content
- For audio and video recording, advertisements and promotional materials will not be included within the CME. There will be no 'commercial breaks.

- For live, face-to-face CME, advertisements and promotional materials cannot be displayed or distributed in the educational space immediately before, during, or after a CME activity. Providers cannot allow representatives of Commercial Interests to engage in sales or promotional activities while in the space or place of the CME activity.

**4.3** Educational materials that are part of a CME activity, such as slides, abstracts, and handouts, cannot contain any advertising, trade name, or a product-group message.

**4.4** Print or electronic information distributed about the non-CME elements of a CME activity that are not directly related to the transfer of education to the learner, such as schedules and content descriptions, may include product-promotion material or product-specific advertisement.

**4.5** A provider cannot use a commercial interest as the agent providing a CME activity to learners, e.g., distribution of self-study CME activities or arranging for electronic access to CME activities.

#### **STANDARD 5: Content and Format without Commercial Bias**

**5.1** The content or format of a CME activity or its related materials must promote improvements or quality in healthcare and not a specific proprietary business interest of a commercial interest.

**5.2** Presentations must give a balanced view of therapeutic options. Use of generic names will contribute to this impartiality. If the CME educational material or content includes trade names, where available trade names from several companies should be used, not just trade names from a single company.

#### **STANDARD 6: Disclosures Relevant to Potential Commercial Bias**

##### **Relevant financial relationships of those with control over CME content**

**6.1** An individual must disclose to learners any relevant financial relationship(s), to include the following information:

The name of the individual;

The name of the commercial interest(s);

The nature of the relationship the person has with each commercial interest.

**6.2** For an individual with no relevant financial relationship(s) the learners must be informed that no relevant financial relationship(s) exist. Commercial support for the CME activity

**6.3** The source of all support from commercial interests must be disclosed to learners. When commercial support is 'in-kind' the nature of the support must be disclosed to learners.

**6.4** 'Disclosure' must never include the use of a trade name or a product-group message. Timing of disclosure

**6.5** A provider must disclose the above information to learners prior to the beginning of the educational activity.