

OBFS Purchasing Division

REVENUE GENERATING ACTIVITY CONTRACT DEVELOPMENT CHECKLIST

All revenue-generating agreements are reviewed and require approval of University Counsel, regardless of amount of compensation. AGREEMENTS ARE FULLY EXECUTED WHEN SIGNED BY BOTH THE BOARD OF TRUSTEES AND THE CLIENT. SERVICES MAY COMMENCE THEREAFTER.

1	Department Information:	<ul style="list-style-type: none"> <input type="checkbox"/> College Name <input type="checkbox"/> Department Name <input type="checkbox"/> Department Contact <input type="checkbox"/> Address <input type="checkbox"/> Phone <input type="checkbox"/> Fax <input type="checkbox"/> Email Address
2	Client's Business Information	<ul style="list-style-type: none"> <input type="checkbox"/> Client Name <input type="checkbox"/> Contact Name <input type="checkbox"/> Address <input type="checkbox"/> Phone <input type="checkbox"/> Fax <input type="checkbox"/> Email Address <input type="checkbox"/> FEIN number <input type="checkbox"/> Business entity (business corporation, not-for-profit, LLC, partnership, etc.)
3	Purpose of Agreement	<ul style="list-style-type: none"> <input type="checkbox"/> Provide a brief narrative describing any teaching, educational, research components associated with the service being provided. <input type="checkbox"/> How did the Client select your department? Is it to be in compliance with current laws/statutes? Start a new division? Extend services to the community? <input type="checkbox"/> What information do you have about the Client's business reputation/creditworthiness?
4	Scope of Services	<ul style="list-style-type: none"> <input type="checkbox"/> Describe the services Client expects, provide a detail description, <input type="checkbox"/> What is <u>NOT</u> included in the services being provided to Client, <input type="checkbox"/> Provide definitions for terms/acronyms frequently used, <input type="checkbox"/> Name of University faculty/staff providing services? <input type="checkbox"/> Where will services be rendered? <input type="checkbox"/> Are there specific licenses, certifications, etc.? <input type="checkbox"/> How often will the services be performed? <ul style="list-style-type: none"> How many days/weeks per month? How many hours per day/week/month? <input type="checkbox"/> Is travel involved? Are these expenses included in fees? <input type="checkbox"/> What outcome/deliverables does the Client expect? <input type="checkbox"/> Is there a specific format in which the deliverables are expected? Number of copies? What constitutes "acceptable" or "final"? How many revisions are included before additional charges apply?

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5	Client's Responsibilities	<input type="checkbox"/> What is the Client expected to provide to enable Department to perform the service? Office space? Support staff? Technology/information access? Insurance?
6	Responsibilities of Dept	<input type="checkbox"/> What are the department's responsibilities in providing the service? Provide certificates? Back-up contingencies?
7	Joint Responsibilities	<input type="checkbox"/> Are there shared responsibilities? Marketing? Compliance?
8	Length of Agreement	<input type="checkbox"/> What are the actual start and end dates for the services? <input type="checkbox"/> Renewal Options? How many? <input type="checkbox"/> Do you require a mutually signed amendment to renew the contract? <i>OBFS highly recommends limiting the length of the contract to a few renewals to enable reassessment of compensation and changes in legal conditions.</i>
9	Cause(s) for Termination	<input type="checkbox"/> Are there special circumstances that would prompt department to cancel the contract? <input type="checkbox"/> How many days notice would be sufficient to remedy a breach? <input type="checkbox"/> How many days notice to Client would the department require to terminate? <input type="checkbox"/> What are the repercussions of immediate termination? (Staffing? Equipment? Intellectual Property?) <i>(Note: We usually include a provision to allow terminations without cause.)</i>
10	Fees/Compensation	<input type="checkbox"/> How much are you charging for this service? <input type="checkbox"/> Is there a maximum not-to-exceed amount promised to Client? <input type="checkbox"/> How did you arrive at this fee structure? <input type="checkbox"/> Any special formula for compensation calculations? Salary, benefits, overhead, travel, administrative support, printing? <input type="checkbox"/> How often will the fees be reviewed for adjustment? <input type="checkbox"/> Do you require a written approval to adjust compensation? <input type="checkbox"/> How much notice would you provide Client prior to the effective date of adjustment? <input type="checkbox"/> Are you able to suspend services in the event of non-payment?
11	Billing and Collection	<input type="checkbox"/> How often will the Client be billed? <input type="checkbox"/> Will payments be in advance or in arrears? <input type="checkbox"/> Do you require a retainer? <input type="checkbox"/> What form(s) of payment will you accept? Lockbox? Wire transfer? Checks only?

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<p>12</p>	<p>For Healthcare Services</p>	<p>Billing and Collection</p> <ul style="list-style-type: none"> <input type="checkbox"/> Do you have a billing and collection mechanism in place? <input type="checkbox"/> Will there be 3rd party billing involved? <input type="checkbox"/> Are there separate professional/technical fees? By whom? How is this calculated? How much? <input type="checkbox"/> Will a collection agency be used to collect payments owed? Has a collection agency been identified? <p>Patient Records</p> <ul style="list-style-type: none"> <input type="checkbox"/> Who will own patient records? <input type="checkbox"/> Where will they be kept? <p>Medicare/Medicaid</p> <ul style="list-style-type: none"> <input type="checkbox"/> Any Medicare/Medicaid issue(s)? If so, what are they? <p>HIPAA & BA Agreement</p> <ul style="list-style-type: none"> <input type="checkbox"/> Have you been provided with your Client’s HIPAA requirements? Please obtain and submit an electronic copy of it.
<p>13</p>	<p>Insurance Requirements</p> <p>The University established a liability self insurance plan in 1976.</p> <p>The University is not self-insured for property coverage.</p> <p>All entities with which the University does business must have insurance coverage. Exceptions can only be made after a careful cost/benefit risk analysis in conjunction with Risk Management and the Department.</p>	<p>For Healthcare Services:</p> <ul style="list-style-type: none"> <input type="checkbox"/> If the agreement involves having a University employee provide healthcare professional services, has the Client agreed to provide the University’s healthcare professional with insurance coverage under the Client’s program of insurance? What are the terms/limits of that insurance program? <p>If the Client expects the University to provide its employee with professional liability, has consideration been given to the type of long term risk the employee may be bringing to the University via the agreement? (Rule of thumb – if Client pays Dept. a flat fee and Dept does not bill patient directly or thru 3rd party, then Client should be expected to cover University personnel providing service with insurance coverage).</p> <p>For all types of services:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Would the Client require special liability coverage? For example, if the Client has a consulting business and wishes to retain the services of the University to do research, the Client will need to have professional liability (errors and omissions) coverage on their business and their own employees <i>in addition to</i> the standard requirement that they have general liability coverage. <input type="checkbox"/> If University Office of Risk Management has been previously consulted, please attach copies of contact with Risk Management.

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