

Revenue Generating Activity Contract Approval/Routing Form (RCARF)

Department Information

College Name _____
 Department Name _____
 Department Contact _____
 Address _____
 City _____ State _____ Zip Code _____ MailCode _____
 Phone Number _____ Fax Number _____ E-mail _____

Client's Business Information

Client's Name _____
 Contact _____
 Address _____
 City _____ State _____ Zip Code _____
 Phone Number _____ Fax Number _____ E-mail _____

Contract Information

Provide the information and signatures noted below and submit this form to the Office of Business Development Services, 6th Floor Marshfield Building.

Please check one:

- Preliminary Review:** Attach on copy of the RGIW Worksheet or proposed contract.
- Final Execution** (Comptroller and Secretary of the Board of Trustees signatures); Attach at least two Client-Signed original contracts.

| | | | | | | | |
|---|------------------|---------------------------------------|--|---------------|--------------------------------------|-----------------------------------|---|
| Estimated Annual Amount _____ | | <input type="checkbox"/> New Contract | <input type="checkbox"/> Amendment # _____ | | <input type="checkbox"/> Other _____ | <input type="checkbox"/> No Funds | |
| Chart _____ | Funds _____ | Organization _____ | Account _____ | Program _____ | Activity _____ | Location _____ | Health Care Related Service (check if Yes) <input type="checkbox"/> |
| Requesting departments must confirm that Client is not listed in Exclusions Party websites: http://epls.arnet.gov and http://www.state.il.us/agency/oig/search.asp . Print confirmation from Exclusions Party websites and attache to this form. If Client is listed on either website, The University cannot enter into contract with this party. Contact your compliance offer for additional information. | | | | | | Date OIG Checked _____ | Date GSA Checked _____ |
| Contract Term _____ | Start Date _____ | End Date _____ | Options to Renew (check if Yes) <input type="checkbox"/> | | Number of Renewals _____ | | |

Brief Description of Services: _____

Preliminary Approvals: All levels of signatures are **required for ALL** revenue generating activity contracts regardless of contract amount. The signatures below indicate **approval for the concept** of the attached documents at the amount specified and the certifications below. **By signing this Contract Approval Routing Form, the Requesting Department has read and certifies to all of the statements on page 2 of this form.**

Faculty/Staff

Signature Field _____ Date _____

Department Head

Signature Field _____ Date _____

Dean/Director

Signature Field _____ Date _____

C.E.O. Health System or Vice Chancellor or Chancellor

Signature Field _____ Date _____

OBDS Contracts Office

Signature Field _____ Date _____

University Counsel

Signature Field _____ Date _____

Designees' Signatures

Comptroller's Designee

Signature Field _____ Date _____

Secretary of Board of Trustee's Designee

Signature Field _____ Date _____

Special Notes (For OBDS/University Counsel Use)

By signing this Contract Approval Routing Form, the Requesting Department has read and certifies to all of the following statements:

For non-healthcare or health related services, proceed to Paragraphs "D" and "E", below.

- A. For health care or health-related service, this Agreement shall be consistent with any and all applicable federal and state laws, including , without limitation, Medicare, Medicaid, the Health Insurance Portability and interpretations related thereto. The parties intend to comply with the provisions of 42 U.S.C. 1395nn(a)(1) and 42 U.S.C. 1320a-7b(b), as such provisions may be amended from time to time (Federal requirements of (i) the Personal Services and Management contract "Safe Harbor" to the Medicare and Medicaid Anti-Kickback statute as set forth in 42 C.F.R. Part 1001.952(d); and (ii) the Personal Services Arrangement exception to the Physician Ownership and Referral legislation as set forth in 42 U.S.C. 1395nn (e)(3) and the corresponding regulations, if any.

Stark Laws - the Department affirms that:

1. The services to be provided are no more than what are reasonable and necessary;
2. The compensation/fee to be received does not take into account the value or volume of referrals of business between the Client and the University ; and
3. None of the individuals in the Department have any financial or familial relationship with the Client or any of the Client's employees other than what is described in the contract of which has been expressly approved under applicable conflict of interest policies as described in paragraph B, below.

- B. For healthcare or health-related services, **HIPAA**. In accordance with 45 CFR 164.501 & 164.502(e)(l)(ii)(A), the Privacy Rule includes exceptions to the Business Associate standard. This contract and its requirements meet the exception and do not require a Business Associate agreement in order for Covered Entity to disclose Protected Health Information to: a health care provider for treatment. Based on this exception, a Business Associate agreement is not required for this agreement.

- C. For healthcare or health-related services, **FAIR MARKET VALUE**. Fee to be received is appropriate considering the qualifications of the University employee providing the service under the agreement and the normal fee is consistent with fair market value and the nature of the services required.

- D. Check if appropriate: No apparent **conflict of interest** exists in regard to this Contract (See Business and Financial Policies and Procedures Manual, Section 17.1.).

- E. **LIABILITY**. The University Office of Risk Management, (217)333-3113, has been contacted to perform risk identification and has determined that (please check one):
 - University employee and scope of services are sufficiently covered by the University's Self-insurance Plan: or
 - Commercial insurance should be obtained to protect the interests of the University and its employee; or
 - Client has agreed to provide insurance coverage to University employee as well as University with respect to the Agreement and this Agreement either needs to be or has been modified accordingly.

Subject