Name of Policy: Contract Review and Approval Process

Policy Number: 3364-10-14

Approving Officer: Chancellor and Executive Vice President for Biosciences and Health Affairs

Responsible Agent: Senior Legal Counsel, HSC

Scope: The University of Toledo clinical operations

☐ New policy proposal ☐ Minor/technical revision of existing policy
☒ Major revision of existing policy ☐ Reaffirmation of existing policy

Effective date: July 1, 2010

(A) Policy statement

It is the policy of The University of Toledo (the “University”) to obtain a legal review of all University health care and provider agreements. The signature of an authorized representative of the University is required on all contracts and agreements. Original signed agreements are maintained in the Office of Legal Affairs and entered into a master database.

(B) Purpose of policy

To protect the interests of the University by ensuring legal review of all health care and provider agreements to provide relevant Agreement legal review and guidance and to maintain Agreement repositories in the Office of Legal Affairs.

(C) Policy

1. Health Care and Provider Agreements include those where the University or the University of Toledo Medical Center is a party and in which:

   (a) The agreement is with a physician or physician group, including agreements with the University of Toledo Physicians, LLC, the acquisition or sale of a healthcare provider practice, physician employment agreements or schedules, medical director agreements, physician salary guarantees, or for the provision of clinical services by a health care provider;

   (b) The agreement is for health care related services with other hospitals or health care service providers, extended care or skilled nursing services, other healthcare systems (except for patient transfer Agreements);

   (c) The agreement is with a durable medical equipment supplier, with vendors of health care related equipment, or health care related purchasing Agreements involving the use of University space, employees or resources, (except for the issuance of purchase orders for items or goods purchased at fair market value that comply with all applicable laws such as the Anti-kickback statute regarding discounts or the False Claims Act as revised from time to time);
(d) The agreement is for payment of services to UTMC for health care services rendered to
patients of including but not limited to hospital commercial or governmental third-party
payor arrangements or third-party health care administration or re-pricing agreements and
any related settlement agreements; or agreements for employee health benefits;

(e) The agreement involves the use, lease or purchase of hospital or clinic space or health
care equipment or involves the use, lease or purchase of University space that is not
clinical but being used by, leased to or sold to a health care provider;

(f) The agreement is for the review of billing practices or audits of costs or expenses
regarding the provision of patient services;

(g) The agreement is part of the University’s electronic health record system, such as,
software licensing, software maintenance or equipment purchase arrangements in excess
of $100,000.

(h) Master academic affiliations agreement for graduate medical education or student
clerkships.

2. Other Agreements. It is strongly recommended that other Agreements be reviewed by the
Office of Legal Affairs, especially with respect to risk and liability exposure or high dollar
value purchases or sales, complex transactions involving the use of bond-financed facilities or
items purchased with substantial credit, real estate or land transactions. The University has
limitations regarding the following contractual provisions, including, but not limited to: the
state (University) indemnifying or holding harmless, confidentiality due to the obligations
of the University under Ohio’s Public Records law; joint venturing with private parties;
governing law; binding arbitration; control of defense; interest penalties, and attorney’s fees.
It is recommended that the Office of Legal Affairs be consulted on Agreements containing
these or other problematic provisions.

3. Research Agreements. This policy does not pertain to contracts administered by the Office of
Research and Sponsored Programs, including contracts or grants for extramural sponsorship
of University programs and agreements for patent and licensing transactions involving
University technology and all such contracts will follow the policies under the Office of
Research and Sponsored Programs.

(D) Procedure

1. All Agreements submitted to the Office of Legal Affairs must comply with the following
procedure:

(a) The individual requesting/sponsoring the Agreement must complete Contract Approval
Form (Attachment #1) including any necessary attachments or explanations to assist in a
full legal review and submit to the Office of Legal Affairs along with the proposed
Agreements.

(b) The Agreement should be provided as early as possible during the negotiations or
discussions. Some Agreements may take as many as thirty (30) days for a full legal
review.
2. Upon completion of the legal review, the Agreement and the Contract Approval Form will be returned to the individual requesting/sponsoring the Agreement or forwarded to the signatory for signature.

3. It is the responsibility of the individual requesting/sponsoring the Agreement to ensure that original (not copied) Agreements that have been executed by all parties and the completed Contract Approval Form be forwarded to the Office of Legal Affairs for inclusion in a centralized contract management system.

Approved by:

Date

Policies Superseded by This Policy:
O3-008 Contract Review and Approval Process,
HSC and Board Resolution 08-02-04 amending policy

Initial effective date: December 19, 1994
Review/Revision Date: July 1, 2010
Next review date: July 1, 2013

Review/Revision Completed by:
Office of Chancellor, HSC
Office of Legal Affairs
Contract Review Form - Office of Legal Affairs/HSC

**Important - Failure to complete this form may delay the review process.**

**Standard lead time for Contract review is 30 days.**

**UT Submitter:** ___________________________ **Date:** ____________

**Contractor(s):** ___________________________ **Phone:** ______________

**Dept:** ___________________________

**Title of Contract:** ___________________________

Describe in detail the Contract's: purpose, impact on health/safety, related risks/concerns. (Lack of specificity may delay review.)

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**THE UT SUBMITTER MUST WARRANT THE FOLLOWING AND INITIAL PRIOR TO SUBMISSION FOR REVIEW.**

* Not applicable to UT student clinical rotations/academic affiliations/resident training where no UT expense is incurred.

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**UT Submitter initials or “N/A”**

I have thoroughly reviewed this Contract and accept its terms and conditions from an operational, financial, accrediting, and academic perspective (unless noted within the submitted Contract); will be responsible for UT's obligations under this Contract; have obtained necessary approvals from all other affected departments (i.e., global health, IT, finance, purchasing, HRTD, marketing, UTMC administration, etc.); and have the authority from my respective Associate Vice-President, Vice-President, Dean, Chancellor, or President to initiate this Contract.

I will ensure that individuals under this Contract uphold all relevant UT policies (i.e., immunizations, criminal background checks, CNO approval for non-UT student clinical placements, badging, background checks, HIPAA training, etc.) and will ensure Contractor's compliance to this Contract's terms and conditions.

* I have documented and will retain evidence that contractual expenses/remuneration are of fair market value for any goods or services payable or reimbursable under a federal or state program. I have followed UT's Contract Review and Approval Process (Policy 3364-10-14).

* For those Contractors that may have direct UT patient contact, I have acquired UT's HRTD department for approval and compliance to UT policies and Joint Commission requirements prior to commencement of this Contract.

* If the Contractor is providing personal services and receiving compensation from UT under this Contract as an individual contractor or non-corporate entity, I have complied with UT's procedure for contracting with individual contractors as specified on http://www.utoledo.edu/depts/hr/managerstoolkit.html

* If the Contractor has, or may have, access to UT patient Protected Health Information (PHI) as defined by HIPAA, I have determined whether the Contractor needs to sign the Office of Legal Affairs' approved Business Associate Agreement according to UT policy 3364-100-90-13 and will verify full execution of the Business Associate Agreement prior to the release of any PHI if applicable.

* I have complied with UT's purchasing policies as identified at http://www.utoledo.edu/depts/purchasing/index.html and Board Resolution No. 12-04-03 requiring Board approval for contracts over certain dollar amounts.

* If UT's expense under this Contract exceeds $25,000, I have checked the State Auditor's website https://ohioauditor.gov/Findings/Certified/default.aspx to confirm that the Contractor does not owe the State money per ORC §9.24.

* I have complied with UT's Compliance Support Plan Manual (http://www.utoledo.edu/offices/compliance/) Section 1.22 and verified that Contractor is not listed on the U.S. Department of Health and Human Services List of Excluded Individuals/Entities (see http://exclusions.oig.hhs.gov) nor listed on The Ohio Department of Job and Family Services List of Terminated Providers and Excluded Providers (see http://medicaid.ohio.gov/PROVIDERS/EnrollmentandSupport/ProviderExclusionandSuspensionList.aspx).

* I have complied with UT’s Compliance Support Plan Manual (http://www.utoledo.edu/offices/compliance/) Section 1.22 and given a Notice to Agents, Vendors and Contractors in the Form of Exhibit 1.22 within the Manual before the provision of items or services to UTMC.

☐ Check here if this Contract is a pre-approved template from the Office of Legal Affairs z drive.

**UT SUBMITTER Instructions:**

1. Forward the Contract and this completed form together to the Office of Legal Affairs/HSC for review. Email preferred.
2. After Office of Legal Affairs review, the Contract and this form will be returned to the Submitter.
3. If the Contract is approved for execution as provided for below, the UT Submitter must:
   a. Coordinate execution of the Contract by UT's PROPER SIGNATURE AUTHORITY according to UT policy # 3364-40-08 and the Contractor(s) authorized signature; and
   b. Provide the Office of Legal Affairs-HSC (MS#1106) with a fully-executed original Contract per UT policy 3364-10-14.

For Office of Legal Affairs use only:

☐ Approved as is form; any outstanding issues are business decisions to be addressed by UT Submitter.

☐ Contingent approval, UT Submitter MUST fix issues on the attached draft. Notably:

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☐ Not Approved.

Signature of Reviewer: ___________________________ Date: ____________