

CONTRACT #2

RFS # NA

FA # NA

Edison # NA

**University of Tennessee
Health Science Center**

VENDOR:

Galen Publishing, LLC

October 28, 2013

Mr. Lucian Geise
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8th Floor
Nashville, TN 37243-0057

Dear Mr. Geise:

The University of Tennessee Health Sciences Center entered into a contract with Galen Publishing to produce the “*University of Tennessee College of Pharmacy Advances Studies in Pharmacy Journal*”. Under this agreement, the University is responsible for academic oversight of the Journal contents, including the provision of accreditation for Pharmacy Continuing Education Credits (CEUs) for Journal material. Galen Publishing is responsible for the production and distribution of the journal, obtaining funding for projects specifically related to the Journal, and developing the educational material for the Journal and related activities.

The original contract, along with three amendments, was for the period of February 1, 2002 through December 31, 2013 with a total UT maximum liability of \$9,000,000. Revenue secured by Galen provides the Journal’s funding support. The grants secured by Galen for the Journal come directly to the University and are then distributed to Galen to cover production costs. Under the terms of this agreement, UT is entitled to an 8% accreditation fee for grants secured by Galen.

The existing contract is about to expire and the University would like to present for consideration an amendment to extend the term of the agreement for two years through December 31, 2015 and to increase the University’s total maximum liability by \$7,500,000 to \$16,500,000. Attached for your information is a table detailing the revenue and expense for this contract to date.

Please let me know if you or others have questions or need additional information for the attached contract.

Sincerely,



Anthony A. Ferrara, CPA, MAS
Vice Chancellor / Chief Financial Officer

AAF/

N:\GENERAL LETTERS -- DOCUMENTS\FY 2014\GEISE GALEN PUBL EXTENSION.DOCX

Enclosures

cc: Leni Chick
Scott Grammar
Mark A. Paganelli
Sandra Pulliam
Blake Reagan

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Anthony A. Ferrara	*Contact Phone:	901-448-5523		
*Original Contract Number:	N/A	*Original RFS Number:	N/A		
Edison Contract Number: <i>(if applicable)</i>		Edison RFS Number: <i>(if applicable)</i>			
*Original Contract Begin Date:	02/01/02	*Current End Date:	12/31/13		
Current Request Amendment Number: <i>(if applicable)</i>	5				
Proposed Amendment Effective Date: <i>(if applicable)</i>	01/01/14				
*Department Submitting:	University of Tennessee				
*Division:	Health Science Center				
*Date Submitted:	10/25/13				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Galen Publishing, LLC				
*Current Maximum Liability:	\$9,000,000.00				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2008	FY: 2009	FY: 2010	FY: 2011	FY: 2012	FY: 2013
\$903,024.30	\$1,595,572.55	\$1,440,840.25	\$1,060,562.90	\$1,517,761.15	\$1,462,819.95
FY: 2014					
\$274,977.00					
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY: 2008	FY: 2009	FY: 2010	FY: 2011	FY: 2012	FY: 2013
\$903,024.30	\$1,595,572.55	\$1,440,840.25	\$1,060,562.90	\$1,517,761.15	\$1,462,819.95
FY: 2014					
\$274,977.00					
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried					

Supplemental Documentation Required for
Fiscal Review Committee

forward, please give the reasons and provide the authority for the carry forward provision:			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			
*Contract Funding Source/Amount:	State:	Federal:	
Interdepartmental:		<i>Other:</i>	Funds are secured through Galen Publishing.
If “ <i>other</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
February 1, 2007		Establishing term through 1/31/08 and maximum liability of \$2,530,000	
February 1, 2008		Extending term through 1/31/09	
April 1, 2009		Correction of clerical error in previous amendment to extend services through 1/31/10	
November 2, 2009		Extending term through 1/31/12 and increasing maximum liability to \$5,000,000	
July 19, 2011		Extending term through 12/31/13 and increasing maximum liability to \$9,000,000	
Method of Original Award: <i>(if applicable)</i>			
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$9,000,000.00	

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

****See attached justification****

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

**THE UNIVERSITY OF TENNESSEE HEALTH SCIENCE CENTER
GALEN PUBLISHING CONTRACT**

Fiscal Year	Inv Date	Invoice Number	ASIP Grantees	Check Number	Payments to UT	UT Check #	UT Check Date	UT Payments To Galen	Contract Payments By FY and Balance	Net Revenue to UT
INITIAL CONTRACT #99038 02.01.2007 thru 01.31.2008									\$2,530,000.00	
2007/08	9-Oct-07	Inv # 2007-37-1	Bristol-Myers Squibb Company	Ck # 2266431	\$242,643.75	#11321782	10/26/2007	(\$223,232.25)		
	31-Oct-07	Inv # 2007-45-1	Amgen	Ck # 177904	\$20,000.00	#11358718	1/31/2008	(\$18,400.00)		
	31-Oct-07	Inv # 2007-44	King Pharmaceuticals	Ck # 92844	\$150,000.00	#11335283	11/29/2007	(\$138,000.00)		
	8-Nov-07	Inv # 2007-48	King Pharmaceuticals	Ck # 198406	\$198,406.00	#11335283	11/29/2007	(\$182,533.00)		
	10-Dec-07	Inv # 2007-51-1	OMJ Scientific Affairs/Johnson & Johnson	Ck # 5612473	\$74,113.00	#11356921	1/28/2008	(\$68,184.00)		
CONTRACT AMENDMENT #104690 02.01.2008 thru 01.31.2009									\$ -	
	6-Feb-08	Inv # 2008-2-1	Bristol-Myers Squibb Company	Ck # 2291666	\$52,781.25	#11364685	2/15/2008	(\$48,558.75)		
	7-May-08	Inv # 2008-18-1	Amgen USA	Ck # 0202001565	\$99,525.00	#11429597	7/17/2008	(\$91,565.00)		
	15-May-08	Inv # 2008-20	Purdue Pharma L. P.	Ck # 200757	\$25,000.00	#11429597	7/17/2008	(\$23,000.00)		
	17-Jun-08	Inv # 2008-5-1	Bristol-Myers Squibb Company	Ck # 2318869	\$119,077.50	#11429597	7/17/2008	(\$109,551.30)		
SUBTOTAL 06.30.2008					\$981,546.50				(\$903,024.30)	\$78,522.20
CONTRACT BALANCE @ 06.30.2008									\$1,626,975.70	
2008/09	16-Jul-08	Inv # 2008-51-2	OMJ Scientific Affairs/Johnson & Johnson	Ck # 5759184	\$51,878.00	#11431664	7/23/2008	(\$47,728.00)		
	14-Jul-08	Inv # 2007-37-2	Bristol-Myers Squibb Company	Ck # 2321974	\$80,881.25	#11444456	8/25/2008	(\$74,410.75)		
	14-Jul-08	Inv # 2008-22-1	GlaxoSmithKline	Ck # 01761557	\$30,000.00	#11431664	7/23/2008	(\$27,600.00)		
	14-Jul-08	Inv # 2008-22-1	GlaxoSmithKline	Ck # 01771379	\$30,000.00	#11449565	9/5/2008	(\$27,600.00)		
	17-Sep-08	Inv # 2008-22-3	GlaxoSmithKline	Ck # 01778685	\$30,000.00	#11456207	9/29/2008	(\$27,600.00)		
	14-Oct-08	Inv # 2008-22-4	GlaxoSmithKline	Ck # 01786712	\$15,440.00	#11468826	10/23/2008	(\$14,204.80)		
	12-Nov-08	Inv # 2008-32 A-1	King Pharmaceuticals	Ck # 108790	\$155,770.00	#1498535	1/14/2009	(\$143,308.00)		
	12-Nov-08	Inv # 2008-32 B-1	King Pharmaceuticals	Ck # 108790	\$24,800.00	#11498535	1/14/2009	(\$22,816.00)		
	5-Dec-08	Inv # 2008-2-2	Bristol-Myers Squibb Company	Ck # 2351624	\$17,594.00	#11489678	12/16/2008	(\$16,186.25)		
	16-Dec-08	Inv # 2008-5-2	Bristol-Myers Squibb Company	Ck # 2354049	\$39,693.00	#11494723	1/2/2009	(\$36,518.00)		
CONTRACT AMENDMENT #850009549 02.01.2009 thru 01.31.2010									\$ -	
	5-Jan-09	Inv # 2008-38-1	Pfizer Inc	Ck # NY01005939575	\$155,015.25	#11498535	1/14/2009	(\$142,614.25)		
	5-Jan-09	Inv # 2007-51-4	OMJ Scientific Affairs/Johnson & Johnson	Ck # 5862214	\$7,301.00	#11498535	1/14/2009	(\$6,717.00)		
	5-Jan-09	Inv # 2007-51-3	OMJ Scientific Affairs/Johnson & Johnson	Ck # 5862215	\$14,823.00	#11498535	1/14/2009	(\$13,637.00)		
	13-Jan-09	Inv # 2008-36	Teva Neuroscience	Ck # 10074720	\$162,175.00	#11501129	1/23/2009	(\$149,201.00)		
	12-Jan-09	Inv # 2008-41-1	Bristol-Myers Squibb Company	Ck # 2358916	\$119,450.50	#11501129	1/23/2009	(\$109,894.50)		
	2-Feb-09	Inv # 2008-39-1	OMJ Scientific Affairs/Johnson & Johnson	Ck # 5885808	\$602,725.00	#11507577	2/11/2009	(\$554,507.00)		
	12-Jun-09	Inv # 2008-39-2	Johnson & Johnson	Ck # 1000014950	\$129,155.00	#11553079	6/25/2008	(\$118,823.00)		
	24-Mar-09	Inv # 2008-32 B-2	King Pharmaceuticals	Ck # 113480	\$24,800.00	#11555970	7/2/2009	(\$22,816.00)		
	24-Mar-09	Inv # 2008-32 A-2	King Pharmaceuticals	Ck # 113481	\$42,816.00	#11555970	7/2/2009	(\$39,391.00)		
SUBTOTAL 06.30.2009					\$1,734,317.00				(\$1,595,572.55)	\$138,744.45
CONTRACT BALANCE @ 06.30.2009									\$31,403.15	

Fiscal Year	Inv Date	Invoice Number	ASIP Grantees	Check Number	Payments to UT	UT Check #	UT Check Date	UT Payments To Galen	Contract Payments By FY and Balance	Net Revenue to UT
2009/10	2-Oct-09	Inv # 2008-39-3	OMJ Scientific Affairs	Ck # 1000039269	\$79,216.00	#11596026	10/26/2009	(\$31,403.15)		
CONTRACT AMENDMENT #8500013109 02.01.2009 thru 01.31.2010									\$ 2,470,000.00	
	2-Jan-10	Inv # 2008-39-3(A)	OMJ Scientific Affairs	Ck # 1000039269		#11621653	1/14/2010	(\$47,812.85)		
	1-Jan-10	Inv # 064-000-09-211-L-01	King Pharmaceuticals	Ck # 0000124107	\$197,250.00	#11621653	1/14/2010	(\$181,470.00)		
	5-Jan-10	Inv # 2008-38-2	Pfizer	Ck # NY01006111936	\$83,469.75	#11621653	1/14/2010	(\$76,791.75)		
	8-Feb-10	Inv # 2010-02	TEVA Neuroscience	Ck # 100000584	\$202,919.00	#11632715	2/18/2010	(\$186,685.00)		
	8-Feb-10	Inv # 2009-32-1	Medimmune Affairs, Inc.	Ck # 50003708	\$103,248.00	#11632715	2/18/2010	(\$94,988.00)		
	17-Mar-10	Inv # 2008-41-2	Bristol-Myers Squibb Company	Ck # 2431096	\$64,319.50	#11645101	3/25/2010	(\$59,174.50)		
	12-Apr-10	Inv # 064-000-10-202	King Pharmaceuticals	Ck # 0000130737	\$395,150.00	#11654627	4/22/2010	(\$363,538.00)		
	16-Apr-10	Inv # 2010-09-1	Bristol-Myers Squibb Company	Ck # 2437263	\$130,000.00	#11655925	4/26/2010	(\$119,600.00)		
	11-May-10	Inv # 2010-08	Solvay Finance (America), Inc.	Ck # 20037607	\$107,700.00	#11665709	5/24/2010	(\$99,080.00)		
	3-Jun-10	Inv # 2010-10-1	Biogen Idec	Ck # 497107	\$195,975.00	#11674388	6/17/2010	(\$180,297.00)		
SUBTOTAL 06.30.2010					\$1,559,247.25				(\$1,440,840.25)	\$118,407.00
CONTRACT BALANCE @ 06.30.2010									\$1,060,562.90	
	20-Jul-10	Inv # 2010-15-1	Johnson & Johnson	Ck # 1000148638	\$174,161.75	#11690988	7/29/2010	(\$160,228.75)		
	2-Aug-10	Inv # 2009-32-2	Medimmune Affairs, Inc.	Ck # 50004070	\$51,624.00	#11695356	8/12/2010	(\$47,494.00)		
	22-Sep-10	Inv # 2010-15-2	Johnson & Johnson	Ck # 1000171832	\$149,281.50	#11714302	10/4/2010	(\$137,338.50)		
	25-Oct-10	Inv # 2008-39-4	Johnson & Johnson	Ck # 1000184377	\$26,162.00	#11732849	11/24/2010	(\$24,069.00)		
	10-Jan-11	Inv # 2010-29	Purdue Pharma, L.P.	Ck # 225773	\$50,000.00	#11749531	1/20/2011	(\$46,000.00)		
	10-Jan-11	Inv # 2009-32-3	Medimmune Affairs, Inc.	Ck # 50004440	\$50,234.00	#11749531	1/20/2011	(\$46,215.00)		
	9-Feb-11	Inv # 2011-05-1	Bristol-Myers Squibb Company	Ck # 2480193	\$142,733.50	#11761191	2/9/2011	(\$131,145.50)		
	15-Mar-11	Inv # 2010-15-3	Johnson & Johnson	Ck # 1000233337	\$124,401.25	#11771587	3/24/2011	(\$114,449.25)		
	15-Apr-11	Inv # 2011-17	TEVA Neuroscience	Ck # 100012657	\$178,795.00	#11783435	4/28/2011	(\$164,491.00)		
	12-Apr-11	Inv # 2011-11-1	Vertex Pharmaceuticals Inc	Ck # 0000184894	\$131,816.00	#1178435	4/28/2011	(\$121,271.00)		
	26-Apr-11	Inv # 2010-15-4	Johnson & Johnson	Ck # 1000246366	\$49,760.50	#11789360	5/16/2010	(\$45,780.50)		
	24-May-11	Inv # 2010-09-2	Bristol-Myers Squibb Company	Ck # 2492619	\$70,000.00	#11797780	6/9/2011	(\$22,080.40) *		
SUBTOTAL 06.30.2011					\$1,198,969.50				(\$1,060,562.90)	\$138,406.60
CONTRACT BALANCE @ 06.30.2011									\$0.00	
CONTRACT AMENDMENT #8500022532 08.24.2011 thru 12.31.2013									\$4,000,000.00	
	24-May-11	Inv # 2010-09-2	Bristol-Myers Squibb Company	Ck # 2492619		#11827504	9/1/2011	(\$42,319.60) *		
	11-May-11	Inv # 2011-19	UCB	Ck # 532498	\$70,000.00	#11859332	12/8/2011	(\$64,400.00)		
	16-Jun-11	Inv # 2011-21	Pfizer, Inc.	Ck # 006388322	\$150,000.00	#11827504	9/1/2011	(\$138,000.00)		
	22-Jun-11	Inv # 2011-11-2	Vertex Pharmaceuticals Inc	Ck # 0000186588	\$65,908.00	#11827504	9/1/2011	(\$60,635.00)		
	7-Jul-11	Inv # 2011-22-Abbott	Abbott Laboratories	Ck # D00305739	\$55,000.00	#11827504	9/1/2011	(\$50,600.00)		
	22-Jul-11	Inv # 2011-25-1	Bristol-Myers Squibb Company	Ck #2499623	\$106,990.00	#11827504	9/1/2011	(\$98,430.00)		
	22-Jul-11	Inv # 2011-22-BMS-1	Bristol-Myers Squibb Company	Ck # 2499616	\$42,271.00	#11827504	9/1/2011	(\$38,889.00)		
	31-Oct-11	Inv # 2011-21-1	Johnson Scientific Affairs, LLC	Ck # 1000309848	\$87,210.00	#11849812	11/7/2011	(\$80,233.00)		
	1-Nov-11	Inv # 2011-30-1	Bristol-Myers Squibb Company	Ck # 2512547	\$168,198.55	#11849812	11/7/2011	(\$154,742.55)		
	10-Nov-11	Inv # 2513256	Bristol-Myers Squibb Company	Ck # 2513256	\$125,694.00	#11854239	11/21/2011	(\$115,638.00)		
	15-Nov-11	Inv # 2011-05-2	Bristol-Myers Squibb Company	Ck # 2513939	\$76,856.50	#11857299	12/1/2011	(\$70,707.50)		
	12-Dec-11	Inv # 2011-36	Regeneron Pharmaceuticals, Inc.	Ck # 186717	\$240,000.00	#11862881	12/19/2011	(\$220,800.00)		
	13-Dec-11	Inv # 2011-11-3	Vertex Pharmaceuticals Inc	Ck # 0000191692	\$65,908.00	#11862881	12/19/2011	(\$60,635.00)		
	5-Jan-12	Inv # 2011-21-2	Janssen Scientific Affairs, LLC	Ck # 1000330023	\$65,407.50	#11869878	12/19/2011	(\$60,174.50)		
	17-Apr-12	Inv # 2011-22BMS-2	Bristol-Myers Squibb Company	Ck # 2534120	\$22,761.00	#11900778	4/26/2012	(\$20,940.00)		
	7-Jun-12	Inv # 2012-13	Teva Neuroscience	Ck # 100021414	\$261,540.00	#11922538	6/21/2012	(\$240,617.00)		

<u>Fiscal Year</u>	<u>Inv Date</u>	<u>Invoice Number</u>	<u>ASIP Grantees</u>	<u>Check Number</u>	<u>Payments to UT</u>	<u>UT Check #</u>	<u>UT Check Date</u>	<u>UT Payments To Galen</u>	<u>Contract Payments By FY and Balance</u>	<u>Net Revenue to UT</u>
SUBTOTAL 06.30.12					\$1,603,744.55				(\$1,517,761.15)	\$85,983.40
CONTRACT BALANCE @ 06.30.2012									\$2,482,238.85	
	19-Jul-12	Inv # 2012-19	Bristol-Myers Squibb Company	Ck # 2545507	\$57,610.00	#11937222	8/2/2012	(\$243,119.00)		
	25-Jul-12	Inv # 2011-25-2	Teva Pharmaceuticals Inc.	Ck # 100021964	\$264,260.00	#11937222	8/2/2012	(\$53,001.00)		
	26-Jul-13	Inv # 2011-21-3	Johnson & Johnson	Ck # 1000393602	\$54,506.25	#11940591	8/13/2012	(\$50,146.25)		
	30-Aug-12	Inv # 2012-21	Allergan	Ck # 0602888	\$148,250.00	#11987571	1/17/2013	(\$136,390.00)		
	18-Sep-12	Inv # 2011-30-2	Bristol-Myers Squibb Company	Ck # 2552293	\$90,568.45	#11953239	9/24/2012	(\$83,322.45)		
	24-Sep-13	Inv # 2012-23	Allergan	Ck # 0606340	\$70,000.00	#12001289	3/7/2013	(\$63,400.00)		
	7-Nov-12	Inv # 2011-21-4	Janssen Scientific Affairs, LLC	Ck # 1000423712	\$10,901.25	#11969533	11/15/2012	(\$10,029.25)		
	20-Nov-12	Inv # 2011-35-2	Bristol-Myers Squibb Company	Ck # 2561483	\$67,681.00	#11973292	11/29/2012	(\$62,267.00)		
	5-Feb-13	Inv # 2013-1	Gilead Sciences, Inc.	Ck # 00359350	\$149,961.00	#11995732	2/18/2013	(\$137,964.00)		
	27-Feb-13	Inv # 2013-06	Teva Pharmaceuticals Inc.	Ck # 3155751	\$379,790.00	#12001289	3/7/2013	(\$349,407.00)		
	12-Mar-13	Inv # 2013-05	Merck	Ck # 0208645011	\$150,000.00	#12005486	3/21/2013	(\$138,000.00)		
	26-Mar-13	Inv # 2013-10	Teva Pharmaceuticals Inc.	Ck # 3156250	\$72,600.00	#12009604	4/4/2013	(\$66,792.00)		
	16-Apr-13	Inv # 2013-2	Gilead Sciences, Inc.	Ck # 00366003	\$74,980.00	#12015178	4/22/2013	(\$68,982.00)		
SUBTOTAL 06.30.13					\$1,591,107.95				(\$1,462,819.95)	\$128,288.00
CONTRACT BALANCE @ 06.30.2013									\$1,019,418.90	
	18-Jul-13	Inv # 2013-14	Teva Pharmaceuticals Inc.	Ck # 3157980	\$273,895.00	#12042841	7/25/2013	(\$251,983.00)		
	25-Sep-13	Inv # 2013-3	Gilead Sciences, Inc.	Ck # 00379296	\$24,994.00	#12062152	10/3/2013	(\$22,994.00)		
SUBTOTAL @ 10/25/13					\$298,889.00				(\$274,977.00)	\$23,912.00
CONTRACT BALANCE @ 10/25/13									\$744,441.90	
CONTRACT ACTIVITY SINCE 02.01.2007					\$8,967,821.75				(\$8,255,558.10)	\$712,263.65

*Paid up to the balance remaining on the contract. Balance of invoice paid after execution of Amendment # 8500022532

**THE UNIVERSITY OF TENNESSEE
REQUEST: NON-COMPETITIVE AMENDMENT
CONTRACT**

1) NCJ Number:	9000014341	Fund Number:	E073930005
2) Campus/Institute Name:	Memphis	Continuing Educ-Pharmacy	

EXISTING CONTRACT INFORMATION

3) Short Description:	Contract amendment to increase maximum liability and change date for Galen Pub.		
4) Proposed Vendor:	Name:	GALEN PUBLISHING	
	Vendor Number:	1086843	
	Vendor ID:		
5) Original CTS Number:	0000000000		
6) Contract Start Date:	05/20/2002		
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised:	12/31/2013		
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised:	\$ 9,000,000.00		

PROPOSED AMENDMENT INFORMATION

9) <u>Proposed</u> Amendment #	004
10) <u>Proposed</u> Amendment Effective Date:	01/01/2014
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised:	12/31/2016
12) <u>Proposed</u> Amendment Amount	\$ 7,500,000.00
13) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised:	\$ 16,500,000.00
14) Approval Criteria:	Only one uniquely qualified provider able to furnish service
15) Description of the Proposed Amendment Effects & Any Additional Service:	
The University will pay Galen Publishing for the reproduction and dissemination of ASIP programs. This amendment is to increase the maximum liability from \$9,000,000 to \$16,500,000 and to extend the contract date to December 31, 2016.	
16) Explanation of Need for the Proposed Amendment:	
Galen is the only publisher of ASIP programs and materials. The amendment is needed to continue the service.	
17) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)	
GALEN PUBLISHING	
P.O. BOX 340,166 WEST MAIN ST	
SOMERVILLE	NJ 08876
US	USA
18) Documentation of Office for Information Resources Endorsement: N/A (required only if the subject service involves information technology)	
19) Documentation of Department of Personnel Endorsement: N/A (required only if the subject service involves training for state employees)	
20) Documentation of State Architect Endorsement: N/A (required only if the subject service involves construction or real property related services)	
21) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives:	
There were no other alternatives.	
22) Justification for the Proposed Non-Competitive Amendment:	

Galen Publishing is the only vendor that provides the ASIP programs and materials.

**THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT**

This Amendment is to the Contract between the University of Tennessee (hereafter UNIVERSITY) and Galen Publishing (hereafter) CONTRACTOR, which Contract was entered into on _____ (UT Contract #99038/104690/8500009549/8500013109/8500022532).

This Contract Amendment consists of this cover page and 0 additional pages.

By mutual agreement, the UNIVERSITY and CONTRACTOR agree to the following amendment:

1. Increase the CONTRACTOR's maximum liability from \$9,000,000 to \$16,500,000
2. Extend the contract end date from December 31, 2013 to December 31, 2016.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract Amendment executed by their duly authorized representatives.

FOR CONTRACTOR:

ADDRESS:

166 West Main Street
Somerville, NJ 38876

PHONE:

908-253-9001

FEDERAL ID #:

22-3720202

FOR UNIVERSITY:

DEPARTMENT NAME:

UT College of Pharmacy

RESPONSIBLE ACCOUNT:

E073930005

Name: Jack M Ciattarelli
Title: CEO

Anthony A. Ferrara
Vice Chancellor / Chief Financial Officer

Date

Date



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2664

Sen. Bill Ketron, Chairman		Rep. Curtis Johnson, Vice-Chairman	
Senators		Representatives	
Douglas Henry	Reginald Tate	Tommie Brown	David Shepard
Brian Kelsey	Ken Yager	Jim Coley	Tony Shipley
Eric Stewart		Charles Curtiss	Curry Todd
Randy McNally, <i>ex officio</i>		Johnny Shaw	Mark White
Lt. Governor Ron Ramsey, <i>ex officio</i>		Charles Sargent, <i>ex officio</i>	
		Speaker Beth Harwell, <i>ex officio</i>	

M E M O R A N D U M

TO: The Honorable Joseph DiPietro, President
University of Tennessee

FROM: Bill Ketron, Chairman, Fiscal Review Committee *BK*
Curtis Johnson, Vice-Chairman, Fiscal Review Committee *CJ*

DATE: August 24, 2011

SUBJECT: **Contract Comments**
(Fiscal Review Committee Meeting 8/23/11)

RFS# NA (Edison # NA)
Department: University of Tennessee/Health Science Center
Vendor: Galen Publishing, LLC
Summary: The vendor currently produces and distributes the University of Tennessee College of Pharmacy Advanced Studies in Pharmacy Journal. The proposed amendment extends the current contract another year through June 30, 2013, and increases the maximum liability by \$4,000,000.
Current maximum liability: \$5,000,000
Proposed maximum liability: \$9,000,000

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: Mr. Anthony Ferrara, Vice Chancellor, Finance & Operations
Ms. Jessica Robertson, Chief Procurement Officer

July 19, 2011

Mr. Jim White
Executive Director
Fiscal Review committee
320 Sixth Avenue, North – 8th Floor
Nashville, TN 37243-0057

Dear Mr. White:

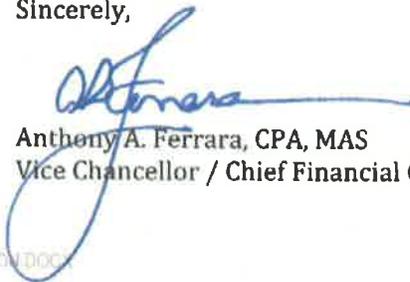
The University of Tennessee Health Sciences Center entered into a contract with Galen Publishing to produce the "University of Tennessee College of Pharmacy Advances Studies in Pharmacy Journal". Under this agreement, the University is responsible for academic oversight of the Journal contents, including the provision of accreditation for Pharmacy Continuing Education Credits (CEUs) for Journal material. Galen Publishing is responsible for the production and distribution of the journal, obtaining funding for projects specifically related to the Journal, and developing the educational material for the Journal and related activities.

The original contract, along with three amendments, was for the period of February 1, 2002 through June 30, 2012 with a total UT maximum liability of \$5,000,000. Revenue secured by Galen provides the Journal's funding support. The grants secured by Galen for the Journal come directly to the University and are then distributed to Galen to cover production costs. Under the terms of this agreement, UT is entitled to an 8% accreditation fee for grants secured by Galen.

While the existing contract is still within its active term, we have reached the maximum liability of the contract. The contract presented to the Committee for consideration amends the existing contract and subsequent amendments to extend the term of the agreement through December 31, 2013 and to increase the University's total maximum liability to \$9,000,000. Attached for your information is a table detailing the revenue and expense for this contract to date.

Please let me know if you or others have questions or need additional information for the attached contract.

Sincerely,



Anthony A. Ferrara, CPA, MAS
Vice Chancellor / Chief Financial Officer

AAF/

N:\GENERAL LETTERS - DOCUMENTS\FY 2012\WHITE_GALEN_PUBL_EXTENSION.DOC

Enclosures

cc: Leni Chick
Scott Grammar
Mark A. Paganelli
Sandra Pulliam
Blake Reagan



CONTRACT SUMMARY SHEET

021406

RFS #	Contract #
N/A	N/A

State Agency	State Agency Division
University of Tennessee	Health Science Center

Contractor Name	Contractor ID # (FEIN or SSN)
Galen Publishing	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 22-3720202

Service Description
Procure the UT College of Pharmacy Advanced Studies in Pharmacy Journal

Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
10/1/2011	12/31/2013	Vendor	N/A

Mark Each TRUE Statement
 N/A Contractor is on STARS Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
N/A	N/A	N/A	N/A	N/A	N/A
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2002-10				\$ 2,530,000.00	\$ 2,530,000.00
2010-11				\$ 2,470,000.00	\$ 2,470,000.00
2011-13				\$ 4,000,000.00	\$ 4,000,000.00
					\$ -
					\$ -
					\$ -
TOTAL:	\$ -	\$ -	\$ -	\$ 9,000,000.00	\$ 9,000,000.00

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Blake Reagan, 865-974-2302
2002-10	\$ 2,530,000.00		State Agency Budget Officer Approval Charles M. Peccolo, Treasurer
2011	\$ 2,470,000.00	\$ -	
2012-13		\$ 4,000,000.00	
			Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:	\$ 5,000,000.00	\$ 4,000,000.00	
	10/1/2011	12/31/2013	

Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR) N/A

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—	

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government(eg, ID, GG, GU)	<input type="checkbox"/> Other

Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

The services obtained are based upon a cooperative partnership that results in added revenue for the University of Tennessee College of Pharmacy which is not obtainable through other means.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Anthony A. Ferrara		*Contact Phone:	901-448-5523	
*Original Contract Number:	N/A		*Original RFS Number:	N/A	
Edison Contract Number: <i>(if applicable)</i>			Edison RFS Number: <i>(if applicable)</i>		
*Original Contract Begin Date:	02/01/02		*Current End Date:	06/30/2012	
Current Request Amendment Number: <i>(if applicable)</i>	4				
Proposed Amendment Effective Date: <i>(if applicable)</i>	10/01/2011				
*Department Submitting:	University of Tennessee				
*Division:	Health Science Center				
*Date Submitted:	07/19/2011				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Galen Publishing, LLC				
*Current Maximum Liability:	\$5,000,000.00				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY:2008	FY:2009	FY:2010	FY:2011	FY:	FY:
\$903,024.30	\$1,595,572.55	\$1,440,840.25	\$1,060,562.90	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY: 2008	FY: 2009	FY:2010	FY:2011	FY	FY
\$903,024.30	\$1,595,572.55	\$1,440,840.25	\$1,060,562.90	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					
*Contract Funding	State:		Federal:		

**Supplemental Documentation Required for
Fiscal Review Committee**

Source/Amount:			
Interdepartmental:		Other:	Funds are secured through Galen Publishing.
If "other" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
February 1, 2007		Establishing term through 1/31/2008 and maximum liability of \$2,530,000	
February 1, 2008		Extending term through 1/31/2009	
April 1, 2009		Correction of clerical error in previous amendment to extend services through 1/31/2010	
January 1, 2010		Extending term through 6/30/2012 and increasing maximum liability to \$5,000,000	
Method of Original Award: <i>(if applicable)</i>			
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$5,000,000.00	

Supplemental Documentation Required for
Fiscal Review Committee

<p>For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.</p> <p>If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.</p> <p align="center">**See attached justification**</p>					
<p align="center">Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.</p>					
Deliverable description:	FY:	FY:	FY:	FY:	FY:
<p align="center">Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.</p>					
Deliverable description:	FY:	FY:	FY:	FY:	FY:
<p align="center">Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.</p>					
Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

Supplemental Documentation Required for Fiscal Review Committee

The College of Pharmacy's relationship with Galen Publishing is primarily a receivable contract for the production and dissemination of "Advanced Studies in Pharmacy" modeled after the Johns Hopkins Advanced Studies in Medicine program. This program essentially allows Galen Publishing to use its established contacts and partnerships in the pharmaceutical industry to secure monetary grant awards for various disease related topics for publication that the College of Pharmacy maintains editorial oversight, project monitoring, and overall approval. All programs materials and manuscripts are written by and edited by faculty of the College of Pharmacy. Galen Publishing is the only vendor in the country with the facilities, wealth of industry contacts, access to live seminars, and the editorial expertise to provide the services for which the University would lend its name to enter in to this partnership. Moreover, the relationship with Johns Hopkins adds to the stature and image of the program.

Revenues are secured by Galen for the production of "University of Tennessee College of Pharmacy Advanced Studies in Pharmacy Journal". For 8% of this revenue, the University provides accreditation for the Journal. The funds are receipted through the University system. The University collects the 8% for accreditation fees and pays Galen their portion of the secured funds. There is no way to predict how and when these funds will be secured by Galen.

See attached worksheet that details the net revenue of this contract.

**THE UNIVERSITY OF TENNESSEE
REQUEST: NON-COMPETITIVE AMENDMENT
CONTRACT**

1) NCJ Number:	9000007436	Fund Number:	E073930005
2) Campus/Institute Name:	Memphis	Continuing Educ-Pharmacy	

EXISTING CONTRACT INFORMATION

3) Short Description:	Contract amendment to increase maximum liability and change date for Galen Pub.		
4) Proposed Vendor:	Name:	GALEN PUBLISHING	
	Vendor Number:	1086843	
	Vendor ID:		
5) Original CTS Number:	0000000000		
6) Contract Start Date:	05/20/2002		
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised:	12/31/2013 6/30/2012		
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised:	\$ 5,000,000.00		

PROPOSED AMENDMENT INFORMATION

9) <u>Proposed</u> Amendment #	003		
10) <u>Proposed</u> Amendment Effective Date:	10/01/2011		
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised:	12/31/2013		
12) <u>Proposed</u> Amendment Amount	\$ 4,000,000.00		
13) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised:	\$ 9,000,000.00		
14) Approval Criteria:	Only one uniquely qualified provider able to furnish service		
15) Description of the Proposed Amendment Effects & Any Additional Service:	The University will pay Galen Publishing for the reproduction and dissemination of ASIP programs. This amendment is to increase the maximum liability from \$5,000,000 to \$9,000,000 and to extend the contract date to December 31, 2013.		
16) Explanation of Need for the Proposed Amendment:	Galen is the only publisher of ASIP programs and materials. The amendment is needed to continue the service.		
17) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)	GALEN PUBLISHING P.O. BOX 340,166 WEST MAIN ST SOMERVILLE NJ 08876 US USA		
18) Documentation of Office for Information Resources Endorsement:	N/A (required only if the subject service involves information technology)		
19) Documentation of Department of Personnel Endorsement:	N/A (required only if the subject service involves training for state employees)		
20) Documentation of State Architect Endorsement:	N/A (required only if the subject service involves construction or real property related services)		
21) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives:	There were no other alternatives.		
22) Justification for the Proposed Non-Competitive Amendment:			

Galen Publishing is the only vendor that provides the ASIP programs and materials.

**THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT**

This amendment is to the Contract between the University of Tennessee (hereafter UNIVERSITY) and Galen Publishing (hereafter) CONTRACTOR, which Contract was entered into on January 1, 2010 (UT Contract #99038/104690/8500009549/8500013109).

This Contract Amendment consists of this cover page and 0 additional pages.

By mutual agreement, the UNIVERSITY and CONTRACTOR agree to the following amendment:

1. Increase the CONTRACTOR's maximum liability from \$5,000,000 to \$9,000,000
2. Extend the contract end date from June 30, 2012 to December 31, 2013.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract Amendment executed by their duly authorize representatives.

FOR CONTRACTOR:

ADDRESS:

166 West Main Street
Somerville, NJ 38876

PHONE: 908.253.9001

FEDERAL ID #: 22-3720202

FOR UNIVERSITY:

DEPARTMENT NAME:

UT College of Pharmacy

RESPONSIBLE ACCOUNT:

E073930005

Name: Jack M. Ciattarelli
Title: CEO

Anthony A. Ferrara
Vice Chancellor for Finance & Operations

Date

Date

November 2, 2009

Finance and Operations
62 South Dunlap Street
Memphis, TN 38163

RECEIVED

NOV 03 2009

FISCAL REVIEW

Mr. Jim White
Executive Director
Fiscal Review committee
320 Sixth Avenue, North - 8th Floor
Nashville, TN 37243-0057

Dear Mr. White,

The University of Tennessee Health Sciences Center entered into a contract with Galen Publishing to produce the "University of Tennessee College of Pharmacy Advances Studies in Pharmacy Journal". Under this agreement, the University is responsible for academic oversight of the Journal contents, including the provision of accreditation for Pharmacy Continuing Education Credits (CEUs) for Journal material. Galen Publishing is responsible for the production and distribution of the Journal, obtaining funding for projects specifically related to the Journal, and developing the educational material for the Journal and related activities.

The original contract, along with two amendments, was for the period of February 1, 2002 through January 31, 2010 with a total UT maximum liability of \$2,530,000. Revenue secured by Galen provides the Journal's funding support. The grants secured by Galen for the Journal come directly to the University for distribution. Under the terms of this agreement, UT is entitled to an 8% accreditation fee for grants secured by Galen.

The contract presented to the Committee for consideration amends the existing contract and subsequent amendments to extend the term of the agreement through June 30, 2012 and to increase the University's total maximum liability to \$5,000,000. We are requesting to make this amendment effective January 1, 2010 (one month early) as we have reached the maximum liability for this relationship sooner than anticipated. Attached for your information is a table detailing the revenue and expense for this contract to date.

Please let me know if you or others have questions or need additional information for the attached contract.

Sincerely,



Anthony J. Ferrara
Vice Chancellor for Finance and Operations

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Anthony A. Ferrara	*Contact Phone:	901-448-5523		
*Original Contract Number:	N/A	*Original RFS Number:	N/A		
Edison Contract Number: (if applicable)		Edison RFS Number: (if applicable)			
*Original Contract Begin Date:	02/01/02	*Current End Date:	01/31/10		
Current Request Amendment Number: (if applicable)	2				
Proposed Amendment Effective Date: (if applicable)	1/1/10				
*Department Submitting:	University of Tennessee				
*Division:	Health Science Center				
*Date Submitted:	10/23/09				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Galen Publishing, LLC				
*Current Maximum Liability:	\$2,530,000.00				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:2002-07	FY:2008	FY:2009	FY:2010	FY:	FY:
\$0	\$903,024.30	\$1,595,572.55	\$31,403.15	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY: 2002-07	FY: 2008	FY:2009	FY:2010	FY	FY
\$0	\$903,024.30	\$1,595,572.55	\$31,403.15	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					
*Contract Funding	State:		Federal:		

**Supplemental Documentation Required for
Fiscal Review Committee**

Source/Amount:			
Interdepartmental:		Other:	Funds are secured through Galen Publishing.
If "other" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
February 1, 2007		Establishing term through 1/31/08 and maximum liability of \$2,530,000	
February 1, 2008		Extending term through 1/31/09	
April 1, 2009		Correction of clerical error in previous amendment to extend services through 1/31/10	
Method of Original Award: <i>(if applicable)</i>			
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$2,530,000.00	

Supplemental Documentation Required for
Fiscal Review Committee

<p>For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.</p> <p>If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.</p> <p align="center">**See attached justification**</p>					
<p align="center">Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.</p>					
Deliverable description:	FY:	FY:	FY:	FY:	FY:
<p align="center">Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.</p>					
Deliverable description:	FY:	FY:	FY:	FY:	FY:
<p align="center">Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.</p>					
Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

**Supplemental Documentation Required for
Fiscal Review Committee Attachment**

The College of Pharmacy's relationship with Galen Publishing is primarily a receivable contract for the production and dissemination of "Advanced Studies in Pharmacy" modeled after the Johns Hopkins Advanced Studies in Medicine program. This program essentially allows Galen Publishing to use its established contacts and partnerships in the pharmaceutical industry to secure monetary grant awards for various disease related topics for publication that the College of Pharmacy maintains editorial oversight, project monitoring, and overall approval. All programs materials and manuscripts are written by and edited by faculty of the College of Pharmacy. Galen Publishing is the only vendor in the country with the facilities, wealth of industry contacts, access to live seminars, and the editorial expertise to provide the services for which the University would lend its name to enter in to this partnership. Moreover, the relationship with Johns Hopkins adds to the stature and image of the program.

Revenues are secured by Galen for the production of "University of Tennessee College of Pharmacy Advanced Studies in Pharmacy Journal". For 8% of this revenue, the University provides accreditation for the Journal. The funds are receipted through the University system. The University collects the 8% for accreditation fees and pays Galen their portion of the secured funds. There is no way to predict how and when these funds will be secured by Galen.

See attached worksheet that details the net revenue of this contract.

GALEN PUBLISHING CONTRACT
 CDMT # B50000549/10489095038/75438
 CONTRACT TERMS: 02/01/02 - 01/31/10

Fiscal Year	Inv Date	Invoice Number	ASIP Grantees	Check Number		Payments to UT		UT Check #	UT Check Date	UT Payments To Galen	Contract Payments By PT and Balance	Net Revenue to UT	
				Check Number	Payments to UT	To UT By Fiscal Year	To UT						
2007/08	9-Oct-07	Inv # 2007-37-1	Bristol-Myers Squibb Company	Ck # 2266431	\$242,545.75			11/21/07	10/25/07				
	31-Oct-07	Inv # 2007-45-1	Amgen	Ck # 177904	\$20,000.00			11/21/07	11/17/07				
	31-Oct-07	Inv # 2007-44	King Pharmaceuticals	Ck # 92844	\$150,000.00			11/21/07	10/21/07				
	8-Nov-07	Inv # 2007-40	King Pharmaceuticals	Ck # 198406	\$198,406.00			11/21/07	11/21/07				
	10-Dec-07	Inv # 2007-53-1	OMI Scientific Affairs/Johnson & Johnson	Ck # 5612473	\$74,118.00			11/21/07	12/20/07				
	6-Feb-08	Inv # 2008-2-1	Bristol-Myers Squibb Company	Ck # 2291666	\$82,781.25			11/21/07	2/15/08				
	7-May-08	Inv # 2008-18-1	Amgen USA	Ck # 0202001565	\$89,535.00			11/21/07	7/17/08				
	15-May-08	Inv # 2008-20	Purdue Pharma L. P.	Ck # 200757	\$25,000.00			11/21/07	7/27/08				
	17-Jun-08	Inv # 2008-5-1	Bristol-Myers Squibb Company	Ck # 2318869	\$119,077.50			11/21/07	7/27/08				
						\$981,546.50						\$78,322.20	
	2008/09	16-Jul-08	Inv # 2008-53-2	OMI Scientific Affairs/Johnson & Johnson	Ck # 5739184	\$51,878.00			11/21/07	7/27/08			
		14-Jul-08	Inv # 2007-37-2	Bristol-Myers Squibb Company	Ck # 2328974	\$80,881.25			11/21/07	8/22/08			
		14-Jul-08	Inv # 2008-23-1	GlaxoSmithKline	Ck # 01761557	\$30,000.00			11/21/07	7/27/08			
		14-Jul-08	Inv # 2008-22-1	GlaxoSmithKline	Ck # 01771579	\$30,000.00			11/21/07	9/17/08			
		17-Sep-08	Inv # 2008-22-3	GlaxoSmithKline	Ck # 01778685	\$30,000.00			11/21/07	9/23/08			
		14-Oct-08	Inv # 2008-22-4	GlaxoSmithKline	Ck # 01786712	\$15,440.00			11/21/07	10/23/08			
		12-Nov-08	Inv # 2008-32 A-1	King Pharmaceuticals	Ck # 108790	\$155,770.00			11/21/07	11/21/08			
12-Nov-08		Inv # 2008-32 B-1	King Pharmaceuticals	Ck # 108790	\$24,800.00			11/21/07	11/21/08				
5-Dec-08		Inv # 2008-2-2	Bristol-Myers Squibb Company	Ck # 2351624	\$12,594.00			11/21/07	11/21/08				
16-Dec-08		Inv # 2008-5-2	Bristol-Myers Squibb Company	Ck # 2354049	\$38,683.00			11/21/07	12/10/08				
5-Jan-09		Inv # 2008-26-1	Pfizer Inc	Ck # MW01005938575	\$155,015.25			11/21/07	12/10/08				
5-Jan-09		Inv # 2007-51-4	OMI Scientific Affairs/Johnson & Johnson	Ck # 5862214	\$7,300.00			11/21/07	12/10/08				
13-Jan-09		Inv # 2008-26	Teva Neuroscience	Ck # 5862215	\$14,823.00			11/21/07	12/10/08				
12-Jan-09		Inv # 2008-41-1	Bristol-Myers Squibb Company	Ck # 10074720	\$462,175.00			11/21/07	12/10/08				
2-Feb-09		Inv # 2008-39-1	OMI Scientific Affairs/Johnson & Johnson	Ck # 2358916	\$119,450.50			11/21/07	2/10/09				
12-Jun-09		Inv # 2008-29-2	Johnson & Johnson	Ck # 5883008	\$602,725.00			11/21/07	07/23/09				
24-Mar-09		Inv # 2008-32 B-2	King Pharmaceuticals	Ck # 1000014950	\$123,455.00			11/21/07	3/11/09				
24-Mar-09		Inv # 2008-32 A-2	King Pharmaceuticals	Ck # 113480	\$24,800.00			11/21/07	3/11/09				
						\$1,734,317.00						\$138,744.45	
2009/10		2-Oct-09	Inv # 2008-39-3	OMI Scientific Affairs	Ck # 1000039269	\$79,216.00			11/21/07	10/15/09			\$47,812.85
												\$265,079.50	

*Paid up to the balance remaining on the contract.

**THE UNIVERSITY OF TENNESSEE
REQUEST: NON-COMPETITIVE AMENDMENT
CONTRACT**

1) NCJ Number:	9000002319	Fund Number:	E073930005
2) Campus/Institute Name:	Memphis	Continuing Educ-Pharmacy	

EXISTING CONTRACT INFORMATION

3) Short Description:	Contract amendment to increase maximum liability and change date for Galen Pub.		
4) Proposed Vendor:	Name:	GALEN PUBLISHING	
	Vendor Number:	1086843	
	Vendor ID:		
5) Original CTS Number:	0000000000		
6) Contract Start Date:	05/20/2002		
7) Current Contract End Date IF all Options to Extend the Contract are Exercised:	06/30/2012		
8) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised:	\$ 2,530,000.00		

PROPOSED AMENDMENT INFORMATION

9) Proposed Amendment #	003		
10) Proposed Amendment Effective Date:	01/01/2010		
11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised:	06/30/2012		
12) Proposed Amendment Amount	\$ 2,470,000.00		
13) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised:	\$ 5,000,000.00		
14) Approval Criteria:	Only one uniquely qualified provider able to furnish service		
15) Description of the Proposed Amendment Effects & Any Additional Service:	Previous NCJ number 9000002242 had an incorrect start date. This NCJ is to correct the amendment effective date.		
16) Explanation of Need for the Proposed Amendment:	The University will pay Galen Publishing for the reproduction and dissemination of ASIP programs. This amendment is to increase the maximum liability from \$2,530,000 to \$5,000,000 and to extend the contract date to June 30, 2012. This is to correct 9000002242 because the effective date should be 01/01/2010.		
17) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)	GALEN PUBLISHING P.O. BOX 340,166 WEST MAIN ST SOMERVILLE NJ 08876 US USA		
18) Documentation of Office for Information Resources Endorsement:	N/A (required only if the subject service involves information technology)		
19) Documentation of Department of Personnel Endorsement:	N/A (required only if the subject service involves training for state employees)		
20) Documentation of State Architect Endorsement:	N/A (required only if the subject service involves construction or real property related services)		
21) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives:			

Galen is the only publisher of ASIP programs and materials. The amendment is needed to continue the service.

22) Justification for the Proposed Non-Competitive Amendment:

Galen is the only vendor who can perform this service.

THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT

This amendment is to the contract between the University of Tennessee (hereinafter University) and Galen Publishing, L.L.C. (hereinafter Contractor), which Contract was signed by the University on 05/17/2002.

This Contract amendment consists of this cover page, the University's Standard Terms and Conditions and 0 additional pages.

By mutual agreement, the University and the Contractor agree to the following amendment:
Amends contract # 8500009549/104890/99038/75438 to increase the University's total maximum liability from \$2,530,000 to \$5,000,000 and to extend services from January 1, 2010 through June 30, 2012.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

Signature

Printed Name

Title

Address

Telephone Number

Date

FOR UNIVERSITY:

Department Name

Responsible Account (if applicable)

Administrative Signature (optional)

Administrative Printed Name

Authorized Official Signature

Anthony A. Ferraro, Vice Chancellor Finance & Operations
Authorized Official Name (printed)

Date

STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - a. Any partners or employees of the Contractor who are also employees of the University.
 - b. Any relatives of the Contractor's partners or employees who work for the University.
 - c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
14. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
15. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.

UT
THE UNIVERSITY of TENNESSEE
KNOXVILLE, CHATTANOOGA, MARTIN, TULLAHOMA, MEMPHIS

VICE PRESIDENT FOR STRATEGIC PLANNING AND OPERATIONS

April 6, 2009

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8th Floor
Nashville, TN 37243-0057

RECEIVED

APR 09 2009

FISCAL REVIEW

Dear Mr. White:

The University of Tennessee Health Science Center received approval from the Fiscal Review Committee on May 1, 2008 for a contract amendment with Galen Publishing, LLC. This amendment extended the current contract for one additional year, through January 31, 2009 with no increase in maximum liability. The original contract was first reviewed and approved by the Committee on November 16, 2006.

In a recent review of their contracts, the staff at the Health Science Center found the date on this contract amendment was incorrect and should have been for two additional years, or through January 31, 2010. The maximum liability remains unchanged from the \$2,530,000 approved by the committee.

Due to this clerical error, we are requesting consideration by the Fiscal Review Contract Subcommittee to allow an extension for another year without further review by the committee. If, however, you feel that a review by the committee is necessary, we will request the UT Health Science Center present the contract to the Committee for consideration.

Thank you for your assistance in this matter.

Sincerely,



Sylvia Shannon Davis
Vice President for Strategic Planning
and Operations

c: Tony Ferrara
Sandra Pulliam

RECEIVED
JUN 17 7:30
CONTRACTS

700831

THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT

This amendment is to the contract between the University of Tennessee (hereinafter University) and
GALEN PUBLISHING, LLC (hereinafter Contractor), which Contract was signed by the
University on 5/17/2002

This Contract amendment consists of this cover page, the University's Standard Terms and Conditions and
0 additional pages.

By mutual agreement, the University and the Contractor agree to the following amendment:
Amend contract #104690 to extend services through January 31, 2010. The University's total maximum liability will remain the same.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

Signature

Jack M. Ciattarelli

Printed Name:

CEO

Title

P.O. Box 340

Address

166 West Main Street

Somerville, NJ 08876

908-253-9001

Telephone Number

22-3720202

SSN or Fed. ID Number

FOR UNIVERSITY:

CE-College of Pharmacy

Department Name

E079930006

Responsible Account (if applicable)

Administrative Signature (optional)

Administrative Printed Name

Authorized Official Signature

Anthony A. Ferrara, Vice Chancellor Finance & Operations

Authorized Official Name (printed)

MAY 14 2009

Date



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North - 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Rep. Charles Curtiss, Chairman
Representatives

Curt Cobb
Curtiss Johnson
Gerald McCormick
Mary Pruitt
Craig Fitzhugh, *ex officio*
Speaker Jimmy Naifeh, *ex officio*

Sen. Douglas Henry, Vice-Chairman
Senators

Doug Jackson
Bill Ketron
Paul Stanley
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

MEMORANDUM

TO: Dr. John D. Petersen, President
University of Tennessee

FROM: Charles Curtiss, Chairman, Fiscal Review Committee *cc*
Bill Ketron, Chairman, Contract Services Subcommittee *BK*

DATE: May 1, 2008

SUBJECT: ~~Contract Comments~~
(Contract Services Subcommittee Meetings 4/21 & 4/28)

RFS# N/A

Department: University of Tennessee/Health Science Center

Contractor: Galen Publishing, LLC

Summary: Vendor is responsible for producing and distributing the *University of Tennessee College of Pharmacy Advanced Studies in Pharmacy Journal*, obtaining funding for projects specially related to the Journal, and for developing any related educational materials. The amendment extends the current contract for one additional year, through January 31, 2009. The maximum liability remains the same.

Maximum liability: \$2,530,000

Maximum liability with amendment: \$2,530,000

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: Ms. Sylvia Davis, Vice President for Administration and Finance


THE UNIVERSITY of TENNESSEE
KNOXVILLE, CHATTANOOGA, MARTIN, TULLAHOMA, MEMPHIS

VICE PRESIDENT FOR STRATEGIC PLANNING AND OPERATIONS

April 15, 2008

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8th Floor
Nashville, TN 37243-0057

RECEIVED

APR 15 2008

FISCAL REVIEW

Dear Mr. White:

On November 15, 2006, the Fiscal Review Committee approved a contract between the University of Tennessee College of Pharmacy and Galen Publishing, LLC to produce the "University of Tennessee College of Pharmacy Advanced Studies in Pharmacy Journal". Under this agreement, the university is responsible for academic oversight of the Journal contents which includes providing appropriate accreditation for Pharmacy Continuing Education Credits (CEUs) for Journal materials. Galen Publishing, LLC is responsible under this agreement for the production and distribution of the Journal, obtaining funding for projects specifically related to the Journal, and developing the educational materials for the Journal and related activities.

Revenues secured by Galen and/or UT provide the Journal's funding support. The grants secured for the Journal come directly to the university for distribution. Under the terms of the agreement UT is entitled to an 8% accreditation fee for grants secured by Galen and a 10% accreditation fee for grants secured by UT. Galen is responsible for any and all expenses associated with the Journal's education programs, including layout, printing, and distribution, which is funded from the remainder of the grant proceeds.

The contract amendment before you for review extends the existing contractual arrangement through January 31, 2009 with no increase in the current maximum liability of \$2,530,000. This is a late contract submittal due to our failure to flag this contract as needing review given this was an extension of time amendment no change in the total liability.

If you have questions or need additional information, please let me know.

Respectfully,



Sylvia Shannon Davis
Vice President for Strategic Planning and Operations

c: Dr. John D. Petersen
Mr. Anthony Ferrara
Mr. Anthony Haynes
Dr. Pat Wall

Attachments

CONTRACT SUMMARY SHEET

021408

RFS #		Contract #	
332.30		99038	
State Agency		State Agency Division	
University of Tennessee		Health Science Center	
Contractor Name		Contractor ID # (FEIN or SSN)	
University Health Systems		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 31-1626179	
Service Description			
Produce the UT College of Pharmacy Advanced Studies in Pharmacy Journal			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
2/1/2002	1/31/2010	Vendor	N/A
Mark Each TRUE Statement			
<input type="checkbox"/> N/A Contractor is on STARS		<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts	
Allotment Code	Cost Center	Object Code	Fund
332.30	N/A	N/A	N/A
Funding Grant Code	Funding Subgrant Code		
N/A	N/A		
FY	State	Federal	Interdepartmental
			Other
2002-08			\$ 2,530,000.00
2008-09			-
			-
			-
			-
			-
TOTAL:	\$ -	\$ -	\$ 2,530,000.00
		\$ 2,530,000.00	
— COMPLETE FOR AMENDMENTS ONLY —			
		State Agency Fiscal Contact & Telephone #	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Sylvia Davis, 885-974-2244
2002-08	\$ 2,530,000.00		State Agency Budget Officer Approval
2008-09			Sylvia Shannon Davis, VP Strategic Planning and Operations
Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)			
TOTAL:	\$ 2,530,000.00	\$ -	
End Date	1/31/2008	1/31/2010	
Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR) N/A			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business <input type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—
Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation		<input type="checkbox"/> Alternative Competitive Method
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)		<input type="checkbox"/> Other
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)			
The services obtained are based on a cooperative partnership that results in added revenues for the University of Tennessee College of Pharmacy which is not obtainable through other means.			

**THE UNIVERSITY OF TENNESSEE
REQUEST: NON-COMPETITIVE AMENDMENT**

APPROVED:

_____ **UT System Office Approval**

_____ **Date**

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) UT Tracking Number:	99038	
2) Campus/Institute Name:	University of Tennessee Health Science Center	
EXISTING CONTRACT INFORMATION		
3) Short Description:	Galen Publishing produces the journal UT College of Pharmacy Advanced Studies in Pharmacy	
4) Proposed Vendor:	Name:	Galen Publishing, LLC
	Vendor Number:	1086843
	Vendor ID:	31-1626179
5) Contract #	99038	
6) Contract Start Date:		02/01/02
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised:		01/31/08
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised:		\$2,530,000.00
PROPOSED AMENDMENT INFORMATION		
9) <u>Proposed</u> Amendment #		1
10) <u>Proposed</u> Amendment Effective Date:		01/31/10
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised:		\$2,530,000.00
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised:		\$2,530,000.00
13) Approval Criteria: (select one)	<input type="checkbox"/>	use of Non-Competitive Negotiation is in the best interest of the university
	<input checked="" type="checkbox"/>	only one uniquely qualified service provider able to provide the service
14) Description of the Proposed Amendment Effects & Any Additional Service		
Galen Publishing produces the "University of Tennessee College of Pharmacy Advanced Studies in Pharmacy Journal".		

Under this agreement, the university is responsible for academic oversight of the Journal contents which includes providing appropriate accreditation for Pharmacy Continuing Education Credits (CEUs) for Journal materials. Galen Publishing, LLC is responsible under this agreement for the production and distribution of the Journal, obtaining funding for projects specifically related to the Journal, and developing the educational materials for the Journal and related activities. This amendment continues the publishing arrangement in existence since January 2002 through January 2010.

15) Explanation of Need for the Proposed Amendment:

This amendment continues the publishing arrangement in existence since January 2002 through January 2010.

16) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)

Galen Publishing
PO Box 340
Somerville, NJ 08876

17) Documentation of Office for Information Resources Endorsement: N/A
(required only if the subject service involves information technology)

18) Documentation of Department of Personnel Endorsement: N/A
(required only if the subject service involves training for state employees)

19) Documentation of State Architect Endorsement: N/A
(required only if the subject service involves construction or real property related services)

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

Galen Publishing is the only known vendor in the medical publishing qualified to provide services.

21) Justification for the Proposed Non-Competitive Amendment :

The College has an existing contract with Galen and wishes to expand the existing service dates.

104090

THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT

This amendment is to the contract between the University of Tennessee (hereinafter University and
Galen Publishing, LLC (hereinafter Contractor), which Contract was signed by the
University on 5/17/2002

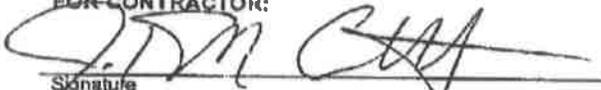
This Contract amendment consists of this cover page, the University's Standard Terms and Conditions and
0 additional pages.

By mutual agreement, the University and the Contractor agree to the following amendment:
Amend contract #99038/75438 to extend services through January 31, 2009. The University's total maximum liability will remain
the same.

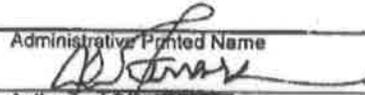
All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly
authorized representatives.

FOR CONTRACTOR:


Signature
Jack M. Ciattarelli
Printed Name
CEO
Title
P.O. Box 340
Address
116 West Main Street
Somerville, NJ 08876
908-253-9001
Telephone Number
22-3720202
SSN or Fed ID Number

FOR UNIVERSITY:

College of Pharmacy
Department Name
E073930005
Responsible Account (if applicable)
Administrative Signature (optional)
Administrative Printed Name

Authorized Official Signature
Anthony A. Ferrara, Vice Chancellor Finance & Operations
Authorized Official Name (printed)
Date JUN 18 2 118

STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
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5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - a. Any partners or employees of the Contractor who are also employees of the University.
 - b. Any relatives of the Contractor's partners or employees who work for the University.
 - c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
14. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
15. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North - 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Rep. Charles Curtiss, Chairman

Representatives

Harry Brooks
Curt Cobb
Dennis Ferguson
Frank Niceley
Craig Fitzhugh, *ex officio*
Speaker Jimmy Naifeh, *ex officio*
Mary Pruitt
Donna Rowland
David Shepard
Curry Todd

Sen. Don McLeary, Vice-Chairman

Senators

Max Beavers
Jim Bryson
Steve Cohen
Douglas Henry, *ex officio*
Lt. Governor John S. Wilder, *ex officio*
David Fowler
Steve Southerland

M E M O R A N D U M

TO: Dr. John D. Petersen, President
University of Tennessee

FROM: Charles Curtiss, Chairman *cc*

DATE: November 16, 2006

SUBJECT: **Contract Comments**
(Contract Services Subcommittee Meeting 11/15/06)

RFS# 332.30-01

Department: University of Tennessee/Health Science Center
College of Pharmacy

Contractor: Galen Publishing, LLC

Summary: This vendor is currently responsible for producing and distributing the *University of Tennessee College of Pharmacy Advanced Studies in Pharmacy Journal*, obtaining funding for projects specially related to the Journal; and developing any related educational materials. This amendment eliminates the existing automatic renewal clause in the original contract and provides funding for the term February 1, 2007, through January 31, 2008.

Maximum liability: \$2,580,000

Maximum liability with amendment: \$2,580,000

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: Ms. Sylvia Davis, Vice President for Administration and Finance



THE UNIVERSITY of TENNESSEE

Vice President for Administration and Finance

711 Andy Holt Tower
Knoxville, TN 37996-0174
Phone: (865) 974-2243
Fax: (865) 974-1324

November 6, 2006

RECEIVED

NOV 07 2006

FISCAL REVIEW

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8th Floor
Nashville, TN 37243-0057

Dear Mr. White:

The University of Tennessee is submitting a non-competitively bid contract exceeding \$250,000 with Galen Publishing, LLC for review in accordance with Public Chapter 413, Public Acts of 2003.

On December 12, 2001, the UT Health Science Center entered into a contract with Galen Publishing, LLC to produce the "University of Tennessee College of Pharmacy Advanced Studies in Pharmacy Journal". Under this agreement, the university is responsible for academic oversight of the Journal contents which includes providing appropriate accreditation for Pharmacy Continuing Education Credits (CEUs) for Journal materials. Galen Publishing, LLC is responsible under this agreement for the production and distribution of the Journal, obtaining funding for projects specifically related to the Journal, and developing the educational materials for the Journal and related activities. The original contract period was February 1, 2002 through January 31, 2003. The contract provided for automatic annual renewals unless specifically terminated with a minimum 180 day notification period.

Revenues secured by Galen and/or UT provide the Journal's funding support. The grants secured for the Journal come directly to the university for distribution. Under the terms of the agreement UT is entitled to an 8% accreditation fee for grants secured by Galen and a 10% accreditation fee for grants secured by UT. Galen is responsible for any and all expenses associated with the Journal's education programs, including layout, printing, and distribution, which is funded from the remainder of the grant proceeds.

The contract presented to the committee for consideration amends the existing contract to eliminate the automatic renewal clause. This contract has not been before the committee for review as the contract was initiated prior to 2003, did not require any action of our part to renew in subsequent years, and was inappropriately viewed as a revenue contract on our part. The contract amendment corrects these issues and aids in ensuring future contractual amendments, if any, are presented in a timely manner.

Mr. Jim White
November 6, 2006
Page 2

Please let me know if you or others have questions or need additional information for the attached contract.

Sincerely,



Sylvia Shannon Davis
Vice President for Administration and Finance

Attachment

c: Dr. John D. Petersen
Mr. Anthony Ferrara
Mr. Anthony Haynes
Dr. William Owen

CONTRACT SUMMARY SHEET

021406

RFS#: 332.30-01-07		Contract # N/A	
State Agency University of Tennessee		State Agency Division Health Science Center - College of Pharmacy	
Contractor Name Galen Publishing, LLC		Contractor ID # (FEIN or SSN) <input type="checkbox"/> C- or <input checked="" type="checkbox"/> X <input type="checkbox"/> V-	
Service Description Produce the UT College of Pharmacy Advanced Studies In Pharmacy Journal			
Contract BEGIN Date 2/1/2002	Contract END Date 1/31/2008	Subrecipient or Vendor? Vendor	OFDA # N/A
Mark Each TRUE Statement			
<input type="checkbox"/> N/A Contractor is on STARS		<input checked="" type="checkbox"/> X Contractor's Form W-9 is on file in Accounts	
Allotment Code 332.30	Cost Center N/A	Object Code N/A	Funding Grant Code N/A
FY	State	Federal	Interdepartmental
2002			\$ -
2003			\$ -
2004			\$ -
2005			\$ -
2006			\$ -
2007			\$ 2,530,000.00
TOTAL:	\$ -	\$ -	\$ 2,530,000.00
--- COMPLETE FOR AMENDMENTS ONLY ---		State Agency Fiscal Contact & Telephone #	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Sylvia Davis, 865-974-2243
2002 - 2006	\$ -	\$ -	State Agency Budget Officer Approval
2007	\$ -	\$ 2,530,000.00	Sylvia Shannon Davis, VP Administration and Finance
			Funding Certification (certification required by T.C.A. § 9-4-5113 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:	\$ -	\$ 2,530,000.00	
End Date	1/31/2008		
Contractor Ownership (complete only for base contracts with contract # prefix FA or GR) N/A			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business <input type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged--
Contractor Selection Method (complete for ALL base contracts-- N/A to amendments or delegated authorities)			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method	
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg. ID, GG, GU)	<input type="checkbox"/> Other	
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)			
<p>The services obtained is based on a cooperative partnership that results in added revenues for the University of Tennessee College of Pharmacy which is not obtainable through other means.</p>			

**THE UNIVERSITY OF TENNESSEE
REQUEST: NON-COMPETITIVE AMENDMENT**

APPROVED:	
_____	_____
UT System Office Approval	Date

EACH REQUEST ITEM BELOW <u>MUST</u> BE DETAILED OR ADDRESSED <u>AS REQUIRED</u> .		
1) UT Tracking Number:		
2) Campus/Institute Name:	Memphis	
EXISTING CONTRACT INFORMATION		
3) Short Description:	Galen Publishing produces the journal UTCOP Advanced Studies In Pharmacy.	
4) Proposed Vendor:	Name:	Galen Publishing, LLC
	Vendor Number:	
	Vendor ID:	
5) Contract #	#75438	
6) Contract Start Date:	February 1, 2002	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised:	January 31, 2003 with automatic renewal each year	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised:	\$0	
PROPOSED AMENDMENT INFORMATION		
9) <u>Proposed</u> Amendment #		
10) <u>Proposed</u> Amendment Effective Date:	February 1, 2007	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised:	January 31, 2008	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised:	\$2,530,000	
13) Approval Criteria: (select one)	<input type="checkbox"/>	use of Non-Competitive Negotiation is in the best interest of the university
	<input checked="" type="checkbox"/>	only one uniquely qualified service provider able to provide the service
14) Description of the Proposed Amendment Effects & Any Additional Service		

So that the College of Pharmacy can determine the approximate revenue stream from Galen.
15) Explanation of Need for the Proposed Amendment:
So that UT can determine the programs and amounts Galen will procure during the fiscal year.
16) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)
PO Box 340, Somerville, NJ 08876
17) Documentation of Office for Information Resources Endorsement: N/A (required only if the subject service involves information technology)
18) Documentation of Department of Personnel Endorsement: N/A (required only if the subject service involves training for state employees)
19) Documentation of State Architect Endorsement: N/A (required only if the subject service involves construction or real property related services)
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :
Galen Publishing is the only vendor in medical publishing qualified to provide service.
21) Justification for the Proposed Non-Competitive Amendment :
The College has an existing contract with Galen and wishes to expand and modify the agreement.

THE UNIVERSITY OF TENNESSEE CONTRACT AMENDMENT

This amendment is to the contract between the University of Tennessee (hereinafter University) and Galen Publishing, LLC (hereinafter Contractor), which Contract was signed by the University on May 20, 2002

This Contract amendment consists of this cover page, the University's Standard Terms and Conditions and 1 additional pages.

By mutual agreement, the University and the Contractor agree to the following amendment:

Amending contract # 78438 for the following:

1. The terms of this amendment are effective February 1, 2007.
2. This agreement terminates on January 31, 2008.
3. The University will pay Galen Publishing up to a total of \$2,530,000.0 for the reproduction and dissemination of 11-12 ABIP programs as shown on the attached.
4. Proposed budget of CE programs in the amount of \$2,780,000.00.
5. UT shall only be entitled an accreditation fee equal to 6% of the total grant secured by Galen for each and every functional program conducted and disseminated under the University of Tennessee College of Pharmacy Advanced Studies in Pharmacy name and logo.
6. All other terms of this agreement will remain the same.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

[Signature]
Signature

JACK M. CIATTARELLI
Printed Name

President
Title

P.O. Box 340
Address

JAMELVILLE, NJ 08976

908-253-9001
Telephone Number

22-3720202
SSN or Fed. ID Number

FOR UNIVERSITY:

Department Name

Responsible Account (if applicable)

Robert J. Harris
Administrative Signature (optional)

Robert J. Harris
Administrative Printed Name

Authorized Official Signature

Robert J. Harris 3.22.07
Authorized Official (if warranted)

Vice Chancellor
Date Finance & Operations

CE PROGRAM PROJECTION
Galen Publishing
For the period 7/1/2006-6/30/2007

Date	Therapeutic Area	Funding Company	Program Award	Amount to COP
January, 2007	Anesthesia	Organon	\$ 200,000.00	\$ 16,000.00
January, 2007	MS	Biogen/Idex	\$ 200,000.00	\$ 16,000.00
January, 2007	Anemia	Ortho Biotech	\$ 200,000.00	\$ 16,000.00
February, 2007	Oncology	Pfizer	\$ 300,000.00	\$ 24,000.00
February, 2007	Cardiology	BMS	\$ 200,000.00	\$ 16,000.00
March, 2007	Dyslipidemia	KOS Pharma	\$ 250,000.00	\$ 20,000.00
April, 2007	Dyslipidemia	KOS Pharma	\$ 450,000.00	\$ 36,000.00
May, 2007	Oncology	Celgene	\$ 200,000.00	\$ 16,000.00
May, 2007	Oncology	BMS	\$ 350,000.00	\$ 28,000.00
May, 2007	Diabetes	Takeda	\$ 400,000.00	\$ 32,000.00
TOTAL			\$ 2,750,000.00	\$ 220,000.00

STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - A. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

 - A. Any partners or employees of the Contractor who are also employees of the University.
 - B. Any relatives of the Contractor's partners or employees who work for the University.
 - C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).

75438

OPERATING AGREEMENT

This Operating Agreement (" Agreement") is made and entered into this 12th of December 2001 by and between Galen Publishing, LLC (hereinafter referred to as "Galen") and The University of Tennessee ^{through} its College of Pharmacy (hereinafter referred to as "UT"). Galen Publishing will produce the Journal, UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY with the University of Tennessee providing the academic base and editorial board for the Journal. The terms of this agreement are as follows:

Agency
JA
EP

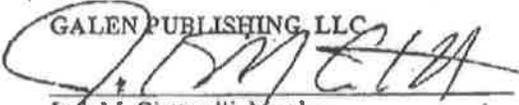
- 1) UT, will provide University/academic base for the Journal, the editorial board for the Journal, approve or reject any project for the Journal. The UT College of Pharmacy has the right to veto any project if deemed inappropriate for any reason; provide the accreditation for Pharmacy Continuing Education Credits for the material in the Journal, conferences, symposiums or round table discussions that are held in conjunction with the Journal; identify faculty for the Journal or other programs from full-time, part-time, or volunteer UT faculty or from faculty outside UT; work cooperatively with Galen to identify projects for the Journal, symposiums, or round table discussions; identify companies who would be potential sponsors of specific Journal topics.
- 2) Galen, will provide the production and distribution of the Journal, conference or round table discussion proceedings; sales force to call on companies to obtain funding for projects related specifically to the Journal; editorial and meeting management staff for development of educational materials including the Journal, satellite symposiums for meetings and round table discussions on specific topics.
- 3) Galen, a New Jersey Domestic Limited Liability Company, is exclusively recognized and exclusively licensed by UT to solicit unrestricted educational program grants ("grant" or "grants") for purposes of conducting and disseminating educational programs under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo.
- 4) During the term of this agreement, Galen is given the exclusive right to conduct and disseminate educational programs under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo.
- 5) During the term of this agreement, no party other than Galen, whether affiliated with UT or not, shall have the right to conduct and disseminate educational programs under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo.
- 6) So long as this agreement is in effect, UT shall not, in any manner whatsoever, contract, organize, or assist, either internally or with external parties, in the development, solicitation, conduction, and/or dissemination of an educational program format similar to or competing directly with the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY forum. This provision is not meant to impede UT's relationship with existing Journals (i.e. The American Journal of Managed Care) or any other Journals or educational program titles in existence prior to or following the execution of this agreement. The purpose of the provision is to prevent any party, internal or external to UT, from affiliating with UT, in any manner whatsoever, for purposes of creating a new UT Journal or other educational forum that competes or interferes with the purposes of UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY.

- 7) Except for rights granted to Galen hereunder, UT retains complete jurisdiction and ownership of UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY name and logo and any and all other names, logos, symbols, icons, etc. affiliated with the University of Tennessee and/or its College of Pharmacy. Galen retains complete jurisdiction and ownership of the ADVANCED STUDIES IN PHARMACY name and logo and any and all other names, logos, symbols, icons, etc. affiliated with Galen.
- 8) Subject to Provision 7, UT and Galen agree that the copyright to all editorial content for any and all programs disseminated under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo will be owned outright and exclusively by Galen.
- 9) Both UT and Galen reserve the right to reject any grant solicited by the other party for purposes of conducting and disseminating educational programs under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo.
- 10) Upon accepting any grant solicited by Galen for purposes of conducting and disseminating educational programs under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo, UT shall assist in providing faculty recommendations, selection and availability so that programs can be completed in a thorough and timely manner. Further, all program content and participating faculty must receive the approval of UT, since UT alone shall take full responsibility for the academic quality of each program it sponsors and accredits. In addition, by accrediting programs, UT alone shall ensure that all programs meet American Council on Pharmaceutical Education (ACPE) standards and shall, in association with Galen, maintain any and all program information required by ACPE to be kept on file.
- 11) Galen retains complete and absolute control over determining the size of each and every grant and any and all operational issues, excluding Provision 9 and Provision 10 above, or any and all other ACPE related issues, pertaining to the execution of all educational programs conducted and disseminated under this Agreement.
- 12) This agreement shall remain in effect from February 1, 2002 through January 31, 2003 and shall automatically renew for each subsequent twelve (12) month period provided that either party hereto shall have the right to terminating this agreement no less than one-hundred eighty (180) days (notification period) after providing the other party with written notice by registered mail. During the notification period, any and all grants solicited by Galen or UT and accepted by the other party as defined under Provision 10 above shall be conducted and disseminated under good faith and by the provisions set forth herein which bind both UT and Galen.
- 13) Except as other wise provided in this agreement, UT must obtain prior consent from Galen before UT uses THE ADVANCED STUDIES IN PHARMACY name and logo or any and all other names and logos owned by or affiliated with Galen. Conversely, and except as otherwise provided in this agreement, Galen must obtain prior consent from UT before Galen uses the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY names, logos, symbols, icons, etc. owned by or affiliated with UT.
- 14) All provisions in this Agreement are assignable, including and subject to Provision 12 above, in the event of transfers of ownership by Galen or organizational and/or departmental restructuring by UT.

- 15) All grants solicited by Galen for purposes of conducting and disseminating educational programs under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY shall be forwarded directly to UT.
- 16) Galen shall, as under the rights granted it in provision 11, be responsible for any and all expenses associated with any and all educational programs, including any and all expenses associated with participating faculty, conducted and disseminated under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo.
- 17) UT shall only be entitled an accreditation fee equal to 5% of the total grant secured by Galen for each and every educational program conducted and disseminated under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo. If UT has solicited and secured a grant solely as a result of its own initiative and undertaking for an educational program conducted and disseminated under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo, UT shall be entitled an accreditation fee equal to 10% of the total grant.
- 18) Payment of UT's accreditation fee, as defined in provision 17 above shall occur as grants are received by UT. Galen shall receive from UT within 60 days of receipt of the grant by UT the remainder of the grant, after the accreditation fee as well as the honoraria and travel expenses for all participating UT faculty for that particular program are deducted. Galen shall reimburse UT for all participating UT faculty for any particular program where the amount withheld by UT is less than the honorarium and travel expenses. Conversely, UT shall forward to Galen any amount of the grant withheld by UT that exceeds any and all travel expenses for all UT faculty for any particular program.
- 19) Galen agrees to provide UT, on a quarterly basis, with a roster of all "Previously Completed" and "In Progress" educational programs utilizing the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo.
- 20) UT authorizes Galen to utilize the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY stationery, as provided to solicit grants for purposes of conducting and disseminating educational programs as described herein.
- 21) If the meeting or activity which is the subject of this contract is to occur at a location chosen by the contractor and not at the University of Tennessee, the contractor certifies that this meeting or activity will not occur at an establishment of facility which does not afford full membership rights and privileges to a person because of sex, race, creed, color, religion, ancestry, national origin, or disability.
- 22) The University of Tennessee is self-insured under the provisions of the Tennessee Claims Commission Act, T.C.A. 9-8-301, et seq., which provides for a limited waiver of the State's sovereign immunity in specified cases, up to \$300,000 per claimant and \$1,000,000 per occurrence. Any liability of The University of Tennessee for damages, losses, or costs, arising out of or related to acts performed by the University under this contract is governed by the provisions of said Act.

We hereby agree to all of the provisions set forth above.

GALEN PUBLISHING, LLC



Jack M. Ciattarelli, Member

THE UNIVERSITY OF TENNESSEE



Vice President