



Office of Finance
62 South Dunlap Street
Memphis, TN 38163
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Memphis
Knoxville
Chattanooga
Nashville

October 19, 2017

Ms. Krista Lee
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North-8th Floor
Nashville, TN 37243-0057

Dear Ms. Lee,

In March, 2015, the Fiscal Review Board approved a contract proposed with Deloitte Consulting LLC to assist in the creation of a clinical data base to support research. In building this database, it is important to have a strong clinical partner who will support this effort. Methodist Le Bonheur Healthcare (MLH) is the HSC's primary academic partner and agreed to join the HSC in this effort. This effort requires coordinating multiple data sources within the hospital and the challenge for academic researchers is to bring all of this data together in a consolidated and consistent fashion to support multiple research initiatives over a very long period of time.

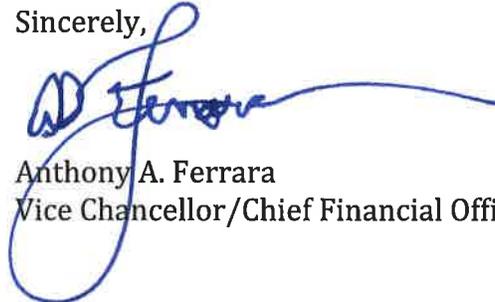
After several months of negotiations, however, the University, together with MLH, determined to look for alternatives due to growing cost proposals and other legal challenges; therefore, the contract was never executed. In the end, information technology staff at the University and Le Bonheur Children's Hospital (a division of MLH) were able to develop the mechanisms necessary to create and maintain the database providing the data coordination and transfer to a secure file available for research. To accomplish this new arrangement, the University contracted with Le Bonheur for IT support to coordinate the process with the University's clinical research IT staff.

A contract with Le Bonheur was executed on July 1, 2016 for a total of \$210,000 (\$148/hour plus annual support and maintenance of \$5,000). The original contract carried through June 30, 2017, but with sufficient funds left in the contract was extended through December 31, 2017. This process has been very successful and as there is a continuing need for coordination, the University proposes to extend the contract through December 31, 2019 with an increasing in the maximum liability by \$490,000 for a total of \$700,000. All funds for this contract will come from the "academic / mission support fund" provided by MLH as part of our academic affiliation agreement.

Ms. K. Lee
Le Bonheur Contract
October 19, 2017
Page 2

I hope this letter and the attached documents adequately present the justification for this amendment. As always, please let me know if you have questions or need additional information.

Sincerely,



Anthony A. Ferrara
Vice Chancellor/Chief Financial Officer

/VOLUMES/FINANCE/VICECHANCELLOR/GENERAL LETTERS - DOCUMENTS/FY 2018/LEE MLH DATA AMENDMENT/LEE LE BONHEUR DATA AMENDMENT.DOCX

Enclosures

cc: Scott Grammar
Meagan Jones
Mark Paganelli
Sandra Pulliam
Blake Reagan

**THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT**

This Amendment is to the Contract between the University of Tennessee (“University”) and LeBonheur Children’s Hospital, A division of Methodist Healthcare-Memphis Hospitals (“Contractor”), which Contract was entered into on 07/01/2016 (UT Contract #8500054557).

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

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

To extend the service dates from 12/31/2017 to 12/31/ 2020 for the clinical data warehouse (CDW, also known as the enterprise data warehouse (eDW)) to provide the underlying data for the Clinical Trials Network of Tennessee (CTN2), for clinical and observational research to be carried out by UTHSC research scientists and allow for a much tighter integration of the West Cancer Clinic with the UTHSC research community, enabling genotype-phenotype studies and the provision of precision medicine.

Also, increasing the amount by \$490,000 making the maximum liability \$700,000.

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:

FOR UNIVERSITY:

ADDRESS:

IT Administration
5865 Shelby Oaks Circle
Memphis, TN 38134

DEPARTMENT NAME:

UT College of Medicine- Pediatrics

PHONE:

901-287-6004

FEDERAL ID #:

██████████

RESPONSIBLE ACCOUNT:

R073202134

Cynthia Davis
VP/CHIO
Ambulatory Services

David L. Miller
Chief Financial Officer

Date

Date

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)		
LeBonheur Children's Medical Center			<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- XXXXXXXXXX		
Service Description					
Clinical Data Warehouse for research purposes.					
Contract BEGIN Date		Contract END Date		Subrecipient or Vendor?	CFDA #
7/1/16		12/31/19		Vendor	
Mark Each TRUE Statement					
<input type="checkbox"/> 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	Funding Grant Code	Funding Subgrant Code
332.3	N/A	N/A	N/A	N/A	N/a
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017				\$210,000	\$210,000
2018-2020				\$490,000	\$490,000
TOTAL:	\$ -	\$ -	\$ -	\$ 700,000.00	\$ 700,000.00
— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #		
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Anthony A. Ferrara 901-448-5523		
2017	\$210,000.00				
2018-2020		\$490,000.00	David L Miller 865-974-1763		
			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:	\$ 210,000.00	\$ 490,000.00			
End Date	6/30/17	12/31/19			
7					
<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)					

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Anthony A. Ferrara	*Contact Phone:	901-448-5523		
*Presenter's name(s):	Anthony A. Ferrara				
Edison Contract Number: <i>(if applicable)</i>		RFS Number: <i>(if applicable)</i>			
*Original or Proposed Contract Begin Date:	07/01/2016	*Current or Proposed End Date:	12/31/2019		
Current Request Amendment Number: <i>(if applicable)</i>	2				
Proposed Amendment Effective Date: <i>(if applicable)</i>	January 1, 2018				
*Department Submitting:	University of Tennessee				
*Division:	Health Science Center				
*Date Submitted:	October 19, 2017				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	LeBonheur Children's Medical Center				
*Current or Proposed Maximum Liability:	\$700,000.00				
*Estimated Total Spend for Commodities:	\$				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2017-2018	FY: 2018-2020	FY:	FY:	FY:	FY:
\$ 210,000.00	\$490,000.00	\$	\$		\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY:2017	FY: 2018	FY: 2019	FY: 2020	FY:	FY:
\$131,315.88	\$0.00	\$0.00	\$0.00		\$
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 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:					

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:			
State:		Federal:	
<i>Interdepartmental:</i>		<i>Other:</i>	\$700,000
If “ <i>other</i> ” please define:		Gift funds. Academic funds received from Methodist University Hospital	
If “ <i>interdepartmental</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>	
Method of Original Award: <i>(if applicable)</i>		Noncompetitive	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?			
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.			

THE UNIVERSITY OF TENNESSEE
CONTRACT

8500054557

This Contract, made and entered into on 01-July-2016, documents the agreement between the University of Tennessee (hereafter UNIVERSITY) and LeBonheur Children's Hospital, a division of Methodist Healthcare-Memphis Hospitals (hereafter CONTRACTOR).

This Contract consists of this cover page, the University's Standard Terms and Conditions, and 1 additional pages. Terms contained on this cover page and the University's Standard Terms and Conditions shall prevail over those of any attachment unless otherwise stated below.

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

1. LeBonheur Children's Hospital, a division of Methodist Healthcare-Memphis Hospitals, will provide access to their Clinical Data Warehouse. There will be an initial cost for linking the Contractor's database to University allowing the University the ability to share with researchers data from the data warehouse. The data warehouse will be created from the Contractor's database. The cost will be \$148.00/hour and an annual support and maintenance charge of \$5,000.

The Period of Performance under this Contract is from 07/01/2016 through 06/30/2017. However, the University may terminate this Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date, in which event the Contractor shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date.

The UNIVERSITY will compensate CONTRACTOR as per \$148.00/hour and an annual support and maintenance charge of \$5,000.00.

Other payment terms (Put N/A if none):

The UNIVERSITY's maximum liability under this Contract is \$210,000.00.

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:

ADDRESS:

IT Administration, 5865 Shelby Oaks Circle
Memphis, Tennessee 38134

PHONE:

901-287-6004

FEDERAL ID #:



Cynthia Davis
VP/CHIO/Ambulatory Services

Date

9/14/16

FOR UNIVERSITY:

DEPARTMENT NAME:

UT College Of Medicine
Pediatrics

RESPONSIBLE ACCOUNT:

R073202134

DocuSigned by:

James R. Maples

2254328164FF467

James R. Maples
Interim Treasurer
Chief Financial Officer

9/10/2016 | 5:38:16 AM CDT

Date

UNIVERSITY'S STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved and signed by appropriate University authorized official(s). A list of the University's authorized officials is located here: <http://treasurer.tennessee.edu/contracts/contractsignature.html>
2. This Contract may be modified only by a written amendment which has been executed and approved by the authorized officials of both parties. A list of the University's authorized officials is located here: <http://treasurer.tennessee.edu/contracts/contractsignature.html>
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 nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
8. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
9. 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.
10. 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. 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.
11. 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.
12. 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). To the extent Contractor's work is not deemed to constitute "work-made-for-hire," Contractor hereby assigns and transfers to the University all of Contractor's right, title and interest in and 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.
13. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
14. In compliance with the requirements of Tenn. Code Ann. § 12-3-309, 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.
15. Any activities performed within the University of Tennessee facilities in support of this contract shall be executed in accordance with all applicable safety and environmental standards. Covered activities include but are not limited to the installation, servicing and maintenance of devices or equipment. Requisite safety standards include those promulgated by the Tennessee Occupational Safety and Health Administration (TOSHA), the Tennessee Department of Environment and Conservation (TDEC), Tennessee Division of Radiological Health, and any other regulation or related consensus standards which may apply to the device, equipment, or services covered under this contract. All hazardous substances and materials, including waste, under the control of the contractor shall be managed in accordance with applicable EPA and TDEC regulations. *Failure to abide by regulatory requirements may result in termination of the contract by the university. Any fines imposed against the University as the result of a contractor's failure to abide by regulations shall be the contractor's responsibility.*
16. This Contract is the entire agreement between the University (including University employees and other end users) and Contractor. In the event Contractor enters into terms of use, end user agreements, or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with University employees or other end users, such agreements shall be null, void, and without effect, and the terms of this Contract shall apply.
17. In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Contractor hereby attests that the Contractor has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT

This Amendment is to the Contract between the University of Tennessee ("University") and LeBonheur Children's Hospital, A division of Methodist Healthcare-Memphis Hospitals ("Contractor"), which Contract was entered into on 07/01/2016 (UT Contract #8500054557)

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

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

The service dates of the contract will extend an additional five months. The new end date will change to 31-Dec-2017

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:

IT Administration
5865 Shelby Oaks Circle
Memphis, TN 38134

PHONE:

901-287-6004

FEDERAL ID #:

[REDACTED]



Cynthia Davis
VP/CHIO
Ambulatory Services

10/18/17
Date

FOR UNIVERSITY:

DEPARTMENT NAME:

UT College of Medicine- Pediatrics

RESPONSIBLE ACCOUNT:

R073202134

DocuSigned by
David Miller

David L. Miller
Chief Financial Officer

8/11/2017 | 09:19:31 PDT

Date