



PROPRIETARY & CONFIDENTIAL

STATEMENT OF WORK

Pursuant to Master Services Agreement between
University of Vermont
And
HURON CONSULTING SERVICES

Attachment to: Master Services Agreement (the “MSA”) dated March 6, 2017 between University of Vermont (“UVM”, “Client”, “you” or “your” and HURON CONSULTING SERVICES LLC (“Huron”, “we”, “us”, or “our”).

This Statement of Work (SOW) is to provide the University of Vermont with technical services and subject matter expertise in the development of an integration between Huron’s IRB: Huron’s Click platform and University of Vermont Medical Center’s (UVMMC) Epic Electronic Health Record.

Huron understands that UVMMC will sunset the GE IDX system on November 1, 2020. The GE system is populated via a weekly custom search report (CVS file) from UVMClick-IRB and currently has an integration through GE to establish the RSH record in Epic. The objective of this effort is to replace and enhance this process by facilitating the exchange of data in real-time (or near real-time) between Huron IRB and Epic.

Specifically, this integration will:

- Establish the Research Study Record (RSH record) via a “one way” integration with data being pushed from Huron’s UVMClick-IRB to Epic at the time of IRB initial approval. Huron’s UVMClick-IRB will not receive data back from Epic.
- Update the RSH record via a “one way” integration at the approval of a modification or continuing review
- Update the NCT number when the corresponding activity is executed in UVMClick-IRB.

Our Services

We estimate this project will take approximately [REDACTED] We anticipate commencing work on June 22, 2020. Our services will consist of:

[REDACTED]



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[Redacted text block]

[Redacted text block]

[Redacted text block]



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[Redacted text block]

[Redacted text block]

[Redacted text block]

Huron is a management consulting firm and not a CPA firm. Huron does not provide attest services, audits, or other engagements in accordance with standards established by the AICPA or auditing standards promulgated by the Public Company Accounting Oversight Board (“PCAOB”). We will not audit any financial statements or perform attest procedures with respect to information in conjunction with this engagement. Our services are not designed, nor should they be relied upon, to identify weaknesses in internal controls, financial statement errors, irregularities, illegal acts or disclosure deficiencies.



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Estimated Timeline

| Phase | Task | Timeframe (weeks) |
|-------|------|-------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

UVM and UVMVC Responsibilities

In connection with this engagement, Client will perform the tasks, furnish the personnel, provide the resources, and undertake the responsibilities specified below:

- You will designate an employee or employees within your senior management who will make or obtain all management decisions with respect to this engagement on a timely basis.
- You will provide Huron with further information, as needed, to ensure the assumptions stated herein are accurate and complete.
- You will cause all levels of your employees and contractors to cooperate fully and timely with Huron. Huron will be entitled to rely on all client decisions and approvals, and we will not be obligated to evaluate, advise on, confirm, or reject such decisions and approvals.
- To maximize the value of Huron’s work and to keep the project moving on schedule, you agree to comply with all of our reasonable requests and to provide us timely access to all information and locations reasonably necessary to perform the services.
- You will orchestrate the involvement of the appropriate subject matter experts (functional and technical) as needed, including those with appropriate expertise and access to Epic.
- You will be responsible for reviewing and accepting, all requirements documentation
- You will execute all testing including integrated end-to-end testing and end user acceptance testing.
- You will define the training and communication strategy and delivering the appropriate training and communication to the end user community.

The successful delivery of services, and the fees charged, are dependent on (i) Client’s timely and effective completion of its responsibilities, (ii) the accuracy and completeness of any assumptions, and (iii) timely decisions and approvals by Client’s management. Client will be responsible for any delays,



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additional costs, or other liabilities caused by any deficiencies in the assumptions or in carrying out Client's responsibilities.

Fees and Expenses

[REDACTED] plus out of pocket expenses. The total costs associated with this SOW [REDACTED]. Any additional work must receive written approval from UVM prior to being undertaken. No out of pocket expenses are anticipated on this project.

| Phase | Task | Estimated Hours |
|------------|------------|-----------------|
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |

[REDACTED]

Rates are as follows:

| Title | Hourly Rate |
|------------|-------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

Huron will submit invoices to you on a monthly basis for the Services provided and reimbursable expenses accrued during the prior month, with payment terms of net thirty (45) days from the date of invoice.

[REDACTED]



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invoices are not timely paid, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension. In addition, you agree to reimburse us for all out of pocket costs of collection for undisputed overdue invoices.

We understand that our bills should be sent electronically to:

Kimberly Luebbers
Assistant Dean for Clinical Research
Office of Clinical Trials Research
LCOM, The University of Vermont
One South Prospect Street, Arnold 3437
Burlington, VT 05405
(802) 656-8990
Kimberly.luebbers@med.uvm.edu

Payment by wire transfer:



Covered Entity

We each agree that you may be a “covered entity” and if so, we may be a “business associate”, as such terms are defined in the standards for privacy of individually identifiable health information adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160 and 164) (the “Privacy Standards”). If we are deemed to be a business associate, we will enter into a separate business associate agreement with you.

Business Terms

The terms and conditions of the MSA apply to this engagement. Please indicate your agreement to this SOW by signing and returning this SOW. We appreciate the opportunity to be of service to you and look forward to working with you on this engagement.



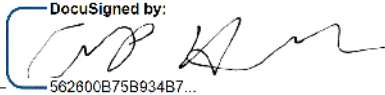
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IN WITNESS WHEREOF, the parties have executed this Statement of Work as of the date first written above.

* * * * *

Sincerely,

HURON CONSULTING SERVICES LLC

By:  _____
DocuSigned by:
562800B75B934B7...
Tony Haber 6/11/2020
Managing Director

Acknowledged and Accepted:

University of Vermont

By: Claire Burlingham Digitally signed by Claire Burlingham
Date: 2020.06.19 12:58:06 -04'00'

Title: _____

Date: _____