



August 16, 2017

PROPRIETARY & CONFIDENTIAL

Gary Stein, PhD, Director
University of Vermont Cancer Center
The Courtyard at Given
89 Beaumont Avenue
Burlington, VT 05405

Dear Dr. Stein:

I am pleased to confirm, on behalf of Huron Consulting Services LLC (“Huron” or “we” or “us” or “our”), our engagement to provide the University of Vermont (“UVM” or “you” or “the University”) the services of Ms. Jessie Pierre to serve in the capacity of Interim Manager of the UVM’s Cancer Center Clinical Trials Office (CTO).

Our Services

Huron will provide an individual to serve part time as the Interim UVM Cancer Center CTO Manager. This individual will work under the direction of the Medical Director of the UVM Cancer Center CTO, and will be responsible for supporting him in the day-to-day management of the Center’s clinical trials operation. The duties of this person will include, but are not limited to, the following:

1. Providing day to day management of operations, including staff supervision, development, and problem solving
2. Providing expert advice on clinical trials operations matters
3. Performing tasks, managing projects, and handling other such duties as assigned by the Medical Director of the UVM Cancer Center CTO.

Assumptions:

1. UVM Cancer Center will provide a work space and necessary supplies for the Huron individual to work effectively. This typically includes an office, a UVM-based computer and access to a common local area network and printer, and arrangements for shared administrative support. The Huron employee should also have full access to the Clinical Trials Management System, the UVM electronic health record, and all other IT systems pertinent to managing the CTO.
2. A Huron individual serving in a part-time interim role of this type will typically be on site three days a week (Monday through Wednesday). However, by agreement, the selected candidate may agree to vary the days on site to accommodate specific meetings or events essential to the office during the period of time they are serving.

3. If there are additional responsibilities that materially differ from the list above, we will meet with you to discuss and agree on the new responsibilities.

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.

Timeline

The Interim Manager will begin as soon as practical and continue until 1) UVM Cancer Center has identified a full-time, permanent person to fill this role; and 2) the full-time, permanent person has been effectively transitioned into his/her new role. While the actual timeline will depend on the successful recruitment of a qualified candidate, it is expected Huron will provide interim support for approximately four to six months. On a regular basis, the UVM Cancer Leadership will keep the Team Lead for Cancer Services at Huron, Beverly Ginsburg, apprised of the anticipated length of the interim manager engagement.

Deliverables

Through the work described above, we will provide the following deliverable: Interim management support for the UVM Cancer Center's Clinical Trials Office.

Your Responsibilities

In connection with our provision of services, you will use reasonable efforts to 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 also agree to ensure that all assumptions set forth below are accurate and to provide us with such further information we may need and which we can rely on to be accurate and complete. You also agree to cause all levels of your employees and contractors to cooperate fully and timely with us. We will be entitled to rely on all of your decisions and approvals and we will not be obligated to evaluate, advise on, confirm, or reject such decisions and approvals.

To help maximize the value of our work to you and to keep the project moving on schedule, you agree to reasonably accommodate our scheduling requests for the meetings accompanying duties 1-3 described above, and to comply with all of our reasonable requests and to provide us timely access to all information and locations reasonably necessary to our performance of the services.

You will designate an administrative assistant or other employee reporting to you to coordinate and schedule Huron's on-site meetings and to facilitate the process of providing Huron with any of the documents we mutually agree would be beneficial for review in preparation of this interim engagement.

The successful delivery of our services, and the fees charged, are dependent on (i) your timely and effective completion of your responsibilities, (ii) the accuracy and completeness of any assumptions, and (iii) timely decisions and approvals by your management.

Fees and Expenses

Based on our scope, approach, and timing outlined in this letter, professional fees will be billed at an hourly rate of [REDACTED]. While we will attempt to comply with your requests for specific individuals, we retain the right to assign and reassign our personnel, as appropriate, to perform the services.

In addition to the professional fee, out of pocket expenses (including transportation, lodging, meals, etc.) will be billed as incurred. Expenses must be pre-approved in writing, accompanied by itemized receipts, and otherwise be in accordance with UVM policy found at <http://www.uvm.edu/policies/travel/travel.pdf>.

Payment by check:

Huron Consulting Services, LLC
P.O. Box 71223
Chicago, IL 60694-1223

Payment by overnight mail:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

All Electronic Payments:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Comments: (Include Invoice Number to ensure proper credit)

We will submit an invoice to you at the beginning of each month for professional fees expected to be incurred during that month. At the beginning of the second month and each month thereafter, we will submit an invoice to you that includes (a) professional fees expected to be incurred that month, (b) a reconciliation of fees actually incurred and charged during the previous month, and (c) actual expenses incurred during the prior month.

[REDACTED]
[REDACTED] We reserve the right to suspend further services until payment is received on past due undisputed invoices, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension. We understand that our bills should be sent to:

Kate Webster
UVM Cancer Center, University of Vermont
89 Beaumont Avenue
Burlington, VT 05405

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 a business associate, we will enter into a separate Business Associate Agreement with you.

Books & Records

If applicable, we each agree to comply with the requirement of Section 1861(v)(1)(I) of the Social Security Act, as amended, and any written regulations pursuant thereto, governing the maintenance of documentation to verify the cost of services rendered under this engagement as follows: Until the expiration of four (4) years after the furnishing of services pursuant to this engagement, each Party shall make available upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General of the U.S., or any of their duly authorized representatives, the engagement letter, general business terms and any books, documents, and records that are necessary to verify the nature and extent of such costs. If either of us is requested to disclose any books, documents, or records relevant to his engagement for the purpose of an audit or investigation, the party impacted shall immediately notify the other party of the nature and scope of such request and shall make available, upon written request of the other party, all such books, documents or records.

Use of University Name

You consent to Huron's use of the non-stylized name of University of Vermont in Huron's marketing literature and customer lists solely to indicate a client relationship with (not endorsement of) Huron. The use of any logo shall be by express permission only. You may withdraw such consent at any time with reasonable notice.

Business Terms


Except as otherwise set forth herein, this engagement will be governed by the terms of the Master Services Agreement dated March 6, 2017 between Huron and the University of Vermont and State Agricultural College.

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Please indicate your agreement with these terms by signing and returning to me the enclosed copy of this letter. This engagement and the enclosed terms will become effective upon our receipt of your signed copy. We appreciate the opportunity to be of service to you and look forward to working with you on this engagement.

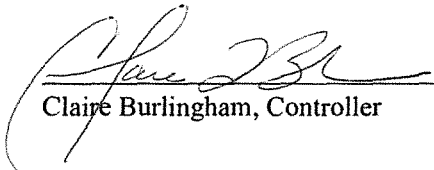
Sincerely,

HURON CONSULTING SERVICES LLC

By: 
Richard E. Rohrbach, Jr.
Managing Director

Acknowledged and Accepted:

University of Vermont

By: 
Claire Burlingham, Controller

Date: 8/21/2017