

# PREFERRED SUPPLIER AGREEMENT

for

## BUSINESS AND ADMINISTRATIVE SYSTEMS SUPPORT SERVICES

between

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

and

HURON CONSULTING SERVICES LLC

This Preferred Supplier Agreement, effective as October 15, 2018 ("**Effective Date**"), is made by and between the **University of Central Florida Board of Trustees ("UCF")**, and **Huron Consulting Services LLC ("Preferred Supplier")**.

This Agreement specifies the terms and conditions applicable to the supply by Preferred Supplier of certain business and administrative systems support services to UCF, all as further described below.

Now, therefore, the parties, intending to be legally bound, agree as follows:

### **SECTION 1 – Definitions**

"**Services**" means the business and administrative systems support services described in **Rider 100**, Scope of Work.

"**Statement of Work**" or "**SOW**" means the Addendum(s) attached to this Agreement to be executed for each individual project to be completed under this Agreement.

### **SECTION 2 – Term:**

The term of this Agreement will begin on the Effective Date and expire December 1, 2023, unless earlier terminated in accordance with the provisions of this Agreement. UCF will have the option to extend the term of this Agreement for an additional two-year period, upon written notice given to Preferred Supplier at least 90 days in advance of the renewal term.

The Parties acknowledge that, prior to any scheduled expiration of this Agreement, UCF may conduct a competitive procurement for the purchase of products and services comparable to the Services, for the period following expiration. If Preferred Supplier is not selected as the source for the succeeding period, UCF may need to transition over a period of time to purchasing the products and services primarily from the new source, rather than from Preferred Supplier. In such event, in order to allow for an orderly transition, UCF may wish to continue purchasing from Preferred Supplier for a limited period

of time after the anticipated expiration of this Agreement. As a result, Preferred Supplier agrees that, notwithstanding any other provision of this Agreement:

- Preferred Supplier will make the Services available for purchase by UCF (after December 1, 2023 or the anticipated expiration date under any extended term of this Agreement), for a transitional period of six months (the “**Transition Period**”), on the same terms and conditions set forth in this Agreement.
- All incentive / rebate trigger amounts that may be established in this Agreement for any calendar year will be pro-rated automatically on a straight-line basis, to account for partial calendar years during which this Agreement exists, including the Transition Period.

**SECTION 3 – Amendment:**

No change, modification, alteration, or waiver of this Agreement will be effective unless it is set forth in a written agreement that is signed by UCF and Preferred Supplier.

**SECTION 4 – Performance by Preferred Supplier:**

Preferred Supplier will perform its obligations under this Agreement in accordance with the terms of this Agreement, including the terms of any mutually approved Statement of Work. UCF will not have any obligation to accept late performance or waive timely performance by Preferred Supplier, unless such delay is non-material to Preferred Supplier’s performance. Preferred Supplier will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, for its performance hereunder.

**SECTION 5 – Family Code Child Support Certification:**

N/A.

**SECTION 6 – Eligibility Certifications:**

N/A

**SECTION 7 – Tax Certification:**

N/A

**SECTION 8 – Payment of Debt or Delinquency to the State:**

N/A

**SECTION 9 – Loss of Funding:**

Performance by UCF under this Agreement may be dependent upon the appropriation of funds by the Florida Legislature (the “**Legislature**”) and/or allocation of funds by the Board of Governors of the State University System (the “**Board**”). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then UCF will issue written notice to Preferred Supplier and UCF may terminate this Agreement without further duty or obligation hereunder, other than payment for goods and services already delivered or provided to UCF. Preferred Supplier acknowledges that appropriation, allotment, and allocation of funds are beyond the control of UCF.

## **SECTION 10 – Force Majeure:**

None of the parties to this Agreement will be liable or responsible to another for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character (“**force majeure occurrence**”). Provided, however, in the event of a force majeure occurrence, Preferred Supplier agrees to use its best efforts to mitigate the impact of the occurrence so that UCF may continue to provide healthcare services during the occurrence.

## **SECTION 11 – Notices:**

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via registered or certified mail, overnight courier, confirmed facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to the courier, (iii) if sent by facsimile (to the extent a facsimile number is set forth below), when transmitted, and (iv) if sent by email (to the extent an email address is set forth below), when received:

### **If to UCF**

Vice President for Information Technologies and Resources  
4365 Andromeda Loop N  
Suite 331  
Orlando FL 32816

*with copy to:*

Vice President and General Counsel  
4365 Andromeda Loop N.  
Suite 360  
Orlando FL 32816

### **If to Preferred Supplier:**

Huron Consulting Group, Inc.  
Attention: Jennifer Pavelec  
Managing Director  
550 W. Van Buren Street  
Chicago, IL 60607  
Office 312-880-5611 | Mobile 312-804-9905  
[jpavelec@huronconsultinggroup.com](mailto:jpavelec@huronconsultinggroup.com)

*with copy to:*

Huron Consulting Group, Inc.  
550 West Van Buren Street  
Chicago, IL 60607  
Attn: Legal Department  
Email: [legaldept@huronconsultinggroup.com](mailto:legaldept@huronconsultinggroup.com)

or such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

## **SECTION 12 – Preferred Supplier's Obligations.**

**12.1** Preferred Supplier represents that it has the knowledge, ability, skills, and resources to perform its obligations hereunder.

**12.2** Preferred Supplier will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance hereunder. Preferred Supplier will cause all persons connected with the Preferred Supplier directly in charge of performance hereunder to be duly registered and/or licensed under all federal, state and municipal, laws, regulations, codes, ordinances and orders applicable to Preferred Supplier in its general business and as a provider of information technology services, including the Services provided under this Agreement, and to comply with the rules, regulations and procedures promulgated by UCF or the Board that are brought to the attention of Preferred Supplier by UCF ("**Applicable Law**").

**12.3** Preferred Supplier represents, warrants and agrees that (a) it will use commercially reasonable efforts to perform hereunder, in a good and workmanlike manner and in accordance with commercially reasonable standards of Preferred Supplier's profession or business, and (b) all good and services provided hereunder will be of the quality that prevails among similar businesses engaged in providing similar products and services in major United States urban areas under the same or similar circumstances.

**12.4** Preferred Supplier warrants and agrees that all Services supplied under this Agreement will be accurate and free from any material defects. Preferred Supplier's performance hereunder will at no time be in any way diminished by reason of any approval by UCF nor will Preferred Supplier be released from any liability by reason of any approval by UCF, it being agreed that UCF at all times is relying upon Preferred Supplier's skill and knowledge in performing hereunder. Preferred Supplier will, at its own cost, correct all material defects in Services supplied under this Agreement, as soon as practical after Preferred Supplier becomes aware of the defects.

**12.5** Preferred Supplier will call to the attention of UCF, in writing, all information in any materials supplied to Preferred Supplier (by UCF or any other party) that Preferred Supplier regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.

**12.6** Preferred Supplier represents that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Preferred Supplier has been duly authorized to act for and bind Preferred Supplier; or (ii) if it is a partnership, limited partnership, limited liability partnership, or limited liability company then it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder, and the individual executing this Agreement on behalf of Preferred Supplier has been duly authorized to act for and bind Preferred Supplier.

**12.7** Preferred Supplier represents and warrants that neither the execution and delivery of this Agreement by Preferred Supplier nor Preferred Supplier's performance hereunder will (a) result in the violation of any provision [i] if a corporation, of Preferred Supplier's articles of incorporation or by-laws, [ii] if a limited liability company, of its articles of organization or regulations, or [iii] if a partnership, of any partnership agreement by which Preferred Supplier is bound; (b) result in the violation of any provision



of any agreement by which Preferred Supplier is bound; or (c) to the best of Preferred Supplier's knowledge and belief, conflict with any order or decree of any court or other body or authority having jurisdiction.

**12.8** Preferred Supplier represents and warrants that all of its Personnel contributing to the Work Material (ref. **Section 12.10**) under this Agreement will be required to (i) acknowledge in writing the ownership of Preferred Supplier (for the benefit of UCF) of the Work Material and each element thereof produced by the Personnel while performing Services pursuant to this Agreement and (ii) make all assignments necessary to effectuate such ownership. "**Personnel**" means any and all persons associated with Preferred Supplier who provide any work or work product pursuant to this Agreement, including officers, managers, supervisors, full-time employees, part-time employees, and independent contractors.

**12.9** Preferred Supplier represents and warrants that: (i) the Services will be performed solely by Preferred Supplier, its full-time or part-time employees during the course of their employment, or independent contractors who have assigned in writing all right, title and interest in their work to Preferred Supplier for the benefit of UCF; (ii) UCF will receive free, good and clear title to all Work Material developed under this Agreement; (iii) the Work Material and the intellectual property rights protecting the Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges or other restrictions; (iv) the Work Material will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent contractor, client or other third party; and (v) the use, reproduction, distribution, modification of the Work Material will not violate the rights of any third parties in the Work Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.

**12.10** All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Preferred Supplier or any subcontractors and first created and delivered to UCF in connection with the Services (collectively, "**Work Material**"), whether or not accepted or rejected by UCF, are the sole property of UCF and for its exclusive use and reuse at any time without further compensation and without any restrictions. Notwithstanding the foregoing, Work Material will not be deemed to include intellectual property rights and proprietary information (including but not limited to any general knowledge, concepts, know-how, tools, methodologies, techniques or other proprietary information or material of any kind, as well as all rights in any improvement or developments made thereto in performance of the Services or incorporated in the related deliverables) owned by Preferred Supplier prior to the date when work under any SOW relating to the Services commences (the "**Background Technology**"). While Preferred Supplier retains exclusive ownership of all such Background Technology, Preferred Supplier hereby grants to UCF an irrevocable, non-exclusive, perpetual, fully paid-up worldwide license to use, execute, reproduce, display, perform and distribute internally, the Background Technology for UCF's benefit. UCF will not have any right, however, to license, sub-license, resell, transfer or make any other commercial use of the Background Technology, or any portion thereof, without Preferred Supplier's prior written consent.

**12.11** Preferred Supplier grants and assigns to UCF all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with UCF in any steps UCF may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.

**12.12** Preferred Supplier will deliver all Work Material to UCF upon expiration or termination of this Agreement. UCF will have the right to use the Work Material for the completion of the Services or otherwise. UCF may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person other than UCF on other projects unless expressly authorized by UCF in writing.

**12.13** The Work Material will not be used or published by Preferred Supplier or any other party unless expressly authorized by UCF in writing. Preferred Supplier will treat all Work Material as confidential.

**12.14** All title and interest in the Work Material will vest in UCF and will be deemed to be a work made for hire and made in the course of the Services rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in UCF or Work Material may not be considered works made for hire, Preferred Supplier hereby irrevocably assigns, conveys and transfers to UCF and its successors, licensees and assigns, all rights, title and interest worldwide in and to the Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. If Preferred Supplier has any rights in the Work Material which cannot be assigned, Preferred Supplier agrees to waive enforcement worldwide of the rights against UCF, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to UCF with the right to sublicense. These rights are assignable by UCF.

**12.15** If UCF provides Preferred Supplier with materials owned or controlled by UCF (including UCF Records, as defined in **Section 36.1**) or with use of, or access to, such materials, including third party materials, UCF hereby (i) grants to Preferred Supplier non-exclusive rights, consents and licenses necessary for Preferred Supplier and its authorized subcontractors to use or access such materials to perform the Services or fulfill their obligations under this Agreement, (ii) represents and certifies that it has acquired the necessary approvals, consents and license rights in order for Preferred Supplier to use or access such materials to perform the Services or fulfill its obligations under this Agreement, and (iii) has taken and will continue to take all necessary actions required for UCF to legally disclose to Preferred Supplier all personally identifiable or equivalent data contained within UCF Records. Unless UCF is permitted to disclose UCF Records to Preferred Supplier under Applicable Law, it will not grant Preferred Supplier the ability to access, process, store, and/or otherwise interact with its data and will not disclose its data to Preferred Supplier.

### **SECTION 13 – State Auditor’s Office:**

Preferred Supplier understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Florida State Auditor General’s Office, or any successor agency (collectively, “**Auditor**”), to conduct an audit or investigation in connection with those funds. Preferred Supplier agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Preferred Supplier will include this provision in all contracts with permitted subcontractors.

### **SECTION 14 – Governing Law:**

Orange County Florida will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties thereto and all of the terms and conditions thereof will be construed, interpreted and applied in accordance with and governed by and enforced under the internal laws of the State of Florida.

### **SECTION 15 – Breach of Contract Claims:**

15.1 If the parties are unable to resolve their disputes under this agreement the courts of the State of Florida shall be Preferred Supplier’s sole and exclusive process for seeking a remedy for any and all of Preferred Supplier’s claims for breach of this Agreement by UCF.

**15.1.1** The parties hereto specifically agree that (i) neither the execution of this Agreement by UCF nor any other conduct, action or inaction of any representative of UCF relating to

this Agreement constitutes or is intended to constitute a waiver of UCF's or the state's sovereign immunity to suit and (ii) UCF has not waived its right to seek redress in the courts.

**15.2** UCF and Preferred Supplier agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

**SECTION 16 – Compliance with Law:**

Preferred Supplier will perform hereunder in compliance with all Applicable Law.

**SECTION 17 – UCF's Right to Audit:**

At any time during the term of this Agreement and for a period of four (4) years thereafter UCF or a duly authorized audit representative of UCF, or the State of Florida, at its expense and at reasonable times, reserves the right to audit, upon reasonable, advance written notice to Preferred Supplier, Preferred Supplier's records and books directly related to charges paid for all products and services provided under this Agreement. The right will not extend to (a) any fixed fee component of the charges, (b) any services performed more than one year prior to the date of request for review, (c) Preferred Supplier's costs, except costs for which reimbursement is sought; or (d) materials beyond that necessary to determine the accuracy of Preferred Supplier's charges hereunder. In the event such an audit by UCF reveals any errors or overpayments by UCF which error or overpayment is confirmed by Preferred Supplier, Preferred Supplier will refund UCF the full amount of such overpayments within thirty (30) days of such audit findings, or UCF, at its option, reserves the right to deduct such amounts owing to UCF from any payments due Preferred Supplier.

**SECTION 18 – Access to Documents:**

N/A

**SECTION 19 – Insurance:**

**19.1** Preferred Supplier, consistent with its status as an independent contractor, will carry and will cause its subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Florida eligible surplus lines insurers operating in accordance with the Florida Insurance Code, having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following minimum limits of coverage:

**19.1.1** Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

|                                     |             |
|-------------------------------------|-------------|
| Employers Liability - Each Accident | \$1,000,000 |
| Employers Liability - Each Employee | \$1,000,000 |
| Employers Liability - Policy Limit  | \$1,000,000 |

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which services are to be performed for UCF.

**19.1.2** Commercial General Liability Insurance with limits of not less than:

|                               |             |
|-------------------------------|-------------|
| Each Occurrence Limit         | \$1,000,000 |
| Damage to Rented Premises     | \$ 300,000  |
| Personal & Advertising Injury | \$1,000,000 |
| General Aggregate             | \$2,000,000 |

Products - Completed Operations Aggregate           \$2,000,000

The required Commercial General Liability policy will be issued on a form that insures Preferred Supplier's and subcontractor's liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

**19.1.3** Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for Bodily Injury and Property Damage. Contractors transporting hazardous materials must provide the MCS-90 endorsement and CA9948 Broadened Pollution Liability endorsement on the Business Auto Liability policy. Policy limits must be in line with Federal requirements.

**19.1.4** Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate with a deductible of no more than \$10,000 and will be excess over and at least as broad as the underlying coverage as required under **Sections 19.1.1** Employer's Liability; **19.1.2** Commercial General Liability; and **19.1.3** Business Auto Liability. Inception and expiration dates will be the same as the underlying policies. Drop-down coverage will be provided for reduction or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.

**19.1.5** Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each claim, \$3,000,000 aggregate. Such insurance will cover all work performed by or on behalf of Preferred Supplier and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Preferred Supplier agrees to purchase an Extended Reporting Period Endorsement, effective twenty-four (24) months after the expiration or cancellation of the policy. No Professional Liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least twenty-four (24) months after the expiration or termination of this Agreement for any reason.

**19.2** Preferred Supplier will deliver to UCF:

**19.2.1** Evidence of insurance on a Florida Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance by Preferred Supplier under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

**19.2.2** **All insurance policies** (with the exception of workers' compensation, employer's liability directors' and officers' liability and professional liability) will be endorsed and name The University of Central Florida Board of Trustees, the Florida Board of Governors, and the State of Florida as Additional Insureds for liability caused in whole or in part by Preferred Supplier's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Preferred Supplier. The Commercial General Liability Additional Insured endorsement including on-going and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

**19.2.3** Preferred Supplier hereby waives all rights of subrogation against The University of Central Florida Board of Trustees, the Florida Board of Governors, and the State of



Florida. **All insurance policies** will be endorsed to provide a waiver of subrogation in favor of The University of Central Florida Board of Trustees, the Florida Board of Governors, and the State of Florida. No policy will be canceled until after thirty (30) days' unconditional written notice to UCF. Huron will provide prompt notice to the UCF of any cancellation or diminution in its required limits of coverage.

**19.2.4** Preferred Supplier will pay any deductible or self-insured retention for any loss.

**19.2.5** Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the UCF contact identified in the Agreement.

**19.3** Preferred Supplier's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the State of Florida and insurance will be kept in force until all obligations under this Agreement have been fully performed and accepted by UCF in writing.

## **SECTION 20 – Indemnification:**

**20.1** TO THE FULLEST EXTENT PERMITTED BY LAW, PREFERRED SUPPLIER WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UCF, AND HOLD HARMLESS UCF AND ITS AFFILIATED ENTERPRISES, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**UCF INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY UNAFFILIATED THIRD PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM PREFERRED SUPPLIER'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT, OR THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF PREFERRED SUPPLIER, ANYONE DIRECTLY EMPLOYED BY PREFERRED SUPPLIER OR ANYONE FOR WHOSE ACTS PREFERRED SUPPLIER MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, PREFERRED SUPPLIER WILL NOT BE LIABLE UNDER THIS SECTION FOR ANY CLAIMS ARISING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF UCF INDEMNITEES. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY UCF INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

**20.2** TO THE FULLEST EXTENT PERMITTED BY LAW, UCF WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY PREFERRED SUPPLIER, AND HOLD HARMLESS PREFERRED SUPPLIER AND ITS AFFILIATED ENTERPRISES, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**SUPPLIER INDEMNITEES**") FROM AND AGAINST ALL CLAIMS BY ANY UNAFFILIATED THIRD PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT ACT, OR OMISSION AN AGENT OR EMPLOYEE OF UCF, ACTING WITHIN THE COURSE AND SCOPE OF THEIR EMPLOYMENT OR AGENCY. NOTWITHSTANDING THE FOREGOING, UCF WILL NOT BE LIABLE UNDER THIS SECTION FOR ANY CLAIMS ARISING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER INDEMNITEES. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY SUPPLIER INDEMNITEE HAS BY LAW OR EQUITY.

**20.3** IN ADDITION, PREFERRED SUPPLIER WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UCF , AND HOLD HARMLESS UCF



INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR MISAPPROPRIATION (OR ALLEGATIONS OF SUCH) OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY INTEREST ARISING BY OR OUCF OF PREFERRED SUPPLIER'S PERFORMANCE UNDER THIS AGREEMENT; PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UCF PARTIES WILL PROMPTLY NOTIFY PREFERRED SUPPLIER. IF A CLAIM OF INFRINGEMENT OR MISAPPROPRIATION IS MADE OR APPEARS LIKELY TO BE MADE, PREFERRED SUPPLIER WILL, AT ITS SOLE COST AND EXPENSE AND AT ITS OPTION, (A) OBTAIN THE RIGHT OF UCF PARTIES TO CONTINUE TO USE SUCH ITEM; (B) MODIFY OR REPLACE SUCH ITEM WITH A FUNCTIONAL EQUIVALENT THAT IS NON-INFRINGEMENT; OR (C) IF NEITHER OF THE FOREGOING OPTIONS IS PRACTICABLE, REFUND TO UCF PARTIES ALL AMOUNTS PAID TO PREFERRED SUPPLIER FOR THE INFRINGING PORTION OF THE SERVICES. IF A REFUND IS MADE, SUCH INFRINGING PORTION OF THE SERVICES WITH RESPECT TO WHICH THE REFUND WAS MADE WILL CEASE, AND UCF NO LONGER WILL CONTINUE PAYING FOR OR USE THE INFRINGING PORTION OF THE SERVICES.

PREFERRED SUPPLIER WILL HAVE NO LIABILITY FOR, AND WILL NOT INDEMNIFY UCF AGAINST, ANY INFRINGEMENT OR MISAPPROPRIATION CLAIM TO THE EXTENT RESULTING FROM:

- (1) THIRD-PARTY MATERIALS PROVIDED BY UCF, PROVIDED SUCH MATERIALS ARE USED BY PREFERRED SUPPLIER AS AUCFHORIZED UNDER THIS AGREEMENT;
- (2) CLAIMS RESULTING SOLELY FROM UCF'S MODIFICATION OF THE SERVICES OR ANY DELIVERABLES UNDER THIS AGREEMENT;
- (3) INCORPORATION OF THE SERVICES INTO PRODUCTS OR SERVICES NOT PROVIDED BY PREFERRED SUPPLIER, IF THE INFRINGEMENT WOULD NOT HAVE OCCURRED BUCF FOR SUCH INCORPORATION, UNLESS THE APPLICABLE ENGAGEMENT LETTER SPECIFIES THAT THE SERVICES ARE DESIGNED OR INTENDED TO BE INCORPORATED INTO SUCH THIRD-PARTY PRODUCTS OR SERVICES;
- (4) THE USE OF OR INCORPORATION INTO THE SERVICES OF ANY SPECIFICATION, TECHNIQUE OR DESIGN FURNISHED BY UCF TO PREFERRED SUPPLIER, IF THE INFRINGEMENT WOULD NOT HAVE OCCURRED BUCF FOR SUCH USE OR INCORPORATION;
- (5) UCF'S USE OF THE SERVICES AFTER PREFERRED SUPPLIER TOLD UCF OF MODIFICATIONS OR CHANGES REQUIRED TO AVOID THOSE CLAIMS AND WHICH PREFERRED SUPPLIER OFFERED TO IMPLEMENT, IF THE CLAIM WOULD HAVE BEEN AVOIDED BY IMPLEMENTATION OF PREFERRED SUPPLIER'S SUGGESTIONS;
- (6) USE OF THE SERVICES OTHER THAN AS PERMITTED BY THIS AGREEMENT OR THE APPLICABLE ENGAGEMENT LETTER, IF THE INFRINGEMENT WOULD NOT HAVE OCCURRED BUCF FOR SUCH UNAUCFHORIZED USE; OR
- (7) PREFERRED SUPPLIER'S COMPLIANCE WITH INSTRUCTIONS FURNISHED TO PREFERRED SUPPLIER BY UCF.

THIS **SECTION 20.3** STATES PREFERRED SUPPLIER'S ENTIRE LIABILITY AND UCF'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND MISAPPROPRIATION CLAIMS.

**SECTION 21 – Ethics Matters: No Financial Interest:**

Preferred Supplier and its employees, agents, representatives and subcontractors have read and

understand UCF's Conflicts of Interest Policy available at <https://compliance.ucf.edu/conflict-of-interest/> Neither Preferred Supplier nor its employees, agents, representatives or subcontractors will assist or cause UCF's employees to violate UCF's Conflicts of Interest Policy, or applicable state ethics laws or rules. Preferred Supplier represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

**SECTION 22 – Assignment of Overcharge Claims:**

Preferred Supplier hereby assigns to UCF any and all claims for overcharges associated with this Agreement arising under the antitrust laws of the United States, 15 U.S.C.A.

**SECTION 23 – Assignment and Subcontracting:**

Neither Preferred Supplier's interest in this Agreement, its duties and obligations under this Agreement nor fees due to Preferred Supplier under this Agreement may be subcontracted, assigned, delegated or otherwise transferred to a third party, in whole or in part without the written consent of UCF.

**SECTION 24 – Historically Underutilized Business Subcontracting Plan:**

24.1 N/A

**SECTION 25 – Payment and Invoicing:**

UCF agrees to pay fees due under this Agreement on a Net 45 Days basis.

Preferred Supplier agrees to receive payments from UCF through electronic funds transfer methods, including the automated clearing house system (also known as ACH). Prior to the first payment under this Agreement, Preferred Supplier will confirm Preferred Supplier's banking information. Any changes to Preferred Supplier's banking information will be communicated by Preferred Supplier to UCF in writing at least thirty (30) days in advance of the effective date of the change.

**SECTION 26 – Limitations:**

N/A

**SECTION 27 – Affirmative Action:**

N/A

**SECTION 28 – OSHA Compliance:**

N/A

**SECTION 29 - Certifications of Nonsegregated Facilities and Equal Employment Opportunities Compliance:**

N/A

**SECTION 30 – Premises Rules:**

If this Agreement requires Preferred Supplier's presence on UCF's premises or in UCF's facilities, Preferred Supplier agrees to cause its representatives, agents, employees and permitted subcontractors (if any) to become aware of, fully informed about, and in full compliance with all

applicable UCF rules and policies, including, without limitation, those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions; consideration for students, patients and their families as well as employees; parking; and security.

### **SECTION 31 – Debarment:**

Preferred Supplier confirms that neither Preferred Supplier nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States (“**U.S.**”) federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the U.S. General Services Administration. “**Principals**” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Preferred Supplier will provide immediate written notification to UCF if, at any time prior to award, Preferred Supplier learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when UCF executes this Agreement. If it is later determined that Preferred Supplier knowingly rendered an erroneous certification, in addition to the other remedies available to UCF, UCF may terminate this Agreement for default by Preferred Supplier.

### **SECTION 32 – Office of Inspector General Certification:**

N/A

### **SECTION 33 – Termination:**

**33.1** In the event of a material failure by either party to perform in accordance with the terms of this Agreement (“**default**”), the other, non-defaulting party may terminate this Agreement upon thirty (30) days’ written notice of termination setting forth the nature of the material failure. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period. No such termination will relieve the defaulting party from liability for the underlying default or breach of this Agreement or any other act or omission.

**33.2** UCF may terminate this Agreement, without cause, upon written notice to Preferred Supplier; provided, however, this Agreement will not terminate until the later of (1) 90 days after receipt of notice of termination, or (2) the date that performance is complete under all purchase orders issued by UCF to Preferred Supplier prior to receipt of notice of termination. UCF may not issue any purchase orders after receipt of notice of termination. Termination of this Agreement will not relieve any party from liability for its default under or breach of this Agreement or any other act or omission of that party. In the event that this Agreement is terminated, then within thirty (30) days after termination, Preferred Supplier will reimburse UCF for all fees paid by UCF to Preferred Supplier that were (a) not earned by Preferred Supplier prior to termination, or (b) for goods or services that UCF did not receive from Preferred Supplier prior to termination.

### **SECTION 34 – Authority:**

The individuals executing this Agreement on behalf of each party have been duly authorized to act for and bind the party they represent.

### **SECTION 35 – Survival of Provisions:**

Expiration or termination of this Agreement will not relieve either party of any obligations under this Agreement that by their nature survive such expiration or termination.

## **SECTION 36 – Confidentiality: Press Releases: Public Information:**

**36.1 Confidentiality and Safeguarding of UCF Records; Press Releases; Public Information.** Under this Agreement, Preferred Supplier may (1) create, (2) receive from or on behalf of UCF, or (3) have access to, UCF's records or record systems (collectively, "**UCF Records**"). Among other things, UCF Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances. Preferred Supplier represents, warrants, and agrees that it will: (1) hold UCF Records in strict confidence and will not use or disclose UCF Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by UCF in writing; (2) safeguard UCF Records as specified in any SOW, and if not so specified, according to reasonable administrative, physical and technical standards commonly in effect within the information technology industry and that are no less rigorous than the standards by which Preferred Supplier protects its own confidential information; (3) continually monitor its operations in accordance with reasonable standards commonly in effect within the information technology industry and take any action necessary to ensure that UCF Records are safeguarded and that the confidentiality of UCF Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, and the terms of this Agreement; and (4) comply with UCF's rules, policies, and procedures regarding access to and use of UCF's computer systems. At the request of UCF, Preferred Supplier will provide UCF with a written summary of the procedures Preferred Supplier uses to safeguard and maintain the confidentiality of UCF Records.

**36.2 Notice of Impermissible Use.** If an impermissible use or disclosure of any UCF Records occurs, Preferred Supplier will provide written notice to UCF within two (2) business days after Preferred Supplier's discovery of that use or disclosure. Preferred Supplier will promptly provide UCF with all information reasonably requested by UCF regarding the impermissible use or disclosure.

**36.3 Return of UCF Records.** Preferred Supplier agrees that within thirty (30) days after the expiration or termination of this Agreement for any reason, all UCF Records created or received from or on behalf of UCF will be (1) returned to UCF.

**36.4 Disclosure.** If Preferred Supplier discloses any UCF Records to a subcontractor or agent, Preferred Supplier will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Preferred Supplier by this Section.

**36.5 Press Releases.** Neither party will make any press releases, public statements, or advertisement referring to the engagement of Preferred Supplier as an independent Preferred Supplier of UCF, or release any information relative to the engagement for publication, advertisement or any other purpose, without the prior written approval of the other party, except as otherwise required by applicable law or government/regulatory order.

**36.6 Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if UCF reasonably determines that Preferred Supplier has breached any of the restrictions or obligations set forth in this Section, UCF may immediately terminate this Agreement without notice or opportunity to cure.

**36.7 UCF's Confidentiality Obligations.** Subject to any disclosure required by applicable law UCF will hold in confidence any information disclosed by Preferred Supplier to UCF under this Agreement and identified in writing as confidential (or is of a type that a reasonably prudent business person would consider as obviously confidential), using the same degree of care (but not less than a reasonable standard) that UCF uses to protect its own information of a similar nature. This does not include information that becomes part of the public domain through no act or omission in violation of any obligation of confidentiality; was in UCF's lawful possession prior to disclosure; or is independently



developed by UCF without use of or access to any confidential information of Preferred Supplier.

**36.8** Duration. The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

### **SECTION 37 – FERPA Compliance:**

**37.1** The Parties agree that UCF Records, as referenced in **Section 36**, that Preferred Supplier may (1) create, (2) receive from or on behalf of UCF, or (3) have access to, may include records that (a) are subject to the Federal Education Rights and Privacy Act (“**FERPA**”) or (b) contain personally identifiable information from “Education Records” as defined by and subject to FERPA (collectively, “**FERPA Records**”). FERPA Records include all such data in any form whatsoever, including electronic, written and machine readable form. If any specific engagement of Preferred Supplier’s Services under this Agreement will involve Preferred Supplier’s access to FERPA Records or personally identifiable information of any kind, Preferred Supplier and UCF will identify such information in the related SOW.

**37.2** With respect to all UCF Records that also constitute FERPA Records, Preferred Supplier is designated as a UCF Official with a legitimate educational interest in and with respect to such FERPA Records, only to the extent to which Preferred Supplier is required to create, receive or maintain FERPA Records to carry out this Agreement.

**37.3** In addition to all of the other obligations imposed upon Preferred Supplier with regard to UCF Records pursuant to this Agreement, Preferred Supplier understands and agrees to abide by the following terms and conditions as to all FERPA Records, without reservation. To the extent that this **Section 37** conflicts with any other terms of this Agreement, this **Section 37** will prevail.

**37.3.1** Prohibition on Unauthorized Use or Disclosure of FERPA Records: Preferred Supplier will hold FERPA Records in strict confidence. Preferred Supplier will not use or disclose FERPA Records received from or on behalf of UCF, except as permitted or required by this Agreement.

**37.3.2** Maintenance of the Security of FERPA Records: Preferred Supplier will use administrative, technical and physical security measures, including secure encryption in the case of electronically maintained or transmitted FERPA Records, approved by UCF that are at least as stringent as the requirements of UCF’s.

**37.3.3** Reporting of Unauthorized Disclosures or Misuse of FERPA Records and Information: Preferred Supplier, within two (2) business days after discovery, will report to UCF any use or disclosure of FERPA Records not authorized by this Agreement. Preferred Supplier’s report will identify: (i) the nature of the unauthorized use or disclosure, (ii) the FERPA Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Preferred Supplier has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Preferred Supplier has taken or will take to prevent future similar unauthorized use or disclosure. Preferred Supplier will provide such other information, including written reports, as reasonably requested by UCF. For purposes of this **Section 37.3.3**, an unauthorized disclosure or use includes any access or use of an “Education Record” (as defined by FERPA) by a Preferred Supplier employee or agent that the employee or agent does not require to perform Services or access by any employee or agent that does not involve the provision of Services.

**37.3.4** Right to Audit: If UCF has a reasonable basis to believe that Preferred Supplier is not in compliance with the terms of this **Section 37**, UCF may audit Preferred Supplier’s compliance with FERPA as such compliance relates to FERPA Records maintained by Preferred Supplier.



- 37.3.5** Five-Year Exclusion for Improper Disclosure of Education Records. Under the federal regulations implementing FERPA, improper disclosure or redisclosure of personally identifiable information from “Education Records” (as defined by FERPA) by Preferred Supplier or its employees or agents may result in Preferred Supplier’s complete exclusion from eligibility to contract with UCF for at least five (5) years.
- 37.3.6** Secure Destruction of FERPA Records. Preferred Supplier agrees that no later than 30 days after expiration or termination of this Agreement for any reason, or within thirty (30) days after UCF’s written request, Preferred Supplier will halt all access, use, creation, or processing of FERPA Records and will Securely Destroy all FERPA Records, including any copies created by Preferred Supplier or any subcontractor; and Preferred Supplier will certify in writing to UCF that all FERPA records have been Securely Destroyed. “**Securely Destroy**” means shredding, erasing or otherwise modifying a record so as to make it unreadable or indecipherable.
- 37.3.7** Disclosure. Preferred Supplier will restrict disclosure of FERPA Records solely to those employees, subcontractors or agents of Preferred Supplier that have a need to access the FERPA Records in order for Preferred Supplier to perform its obligations under this Agreement. If Preferred Supplier discloses any FERPA Records to a contractor or agent, Preferred Supplier will require the subcontractor or agent to comply with restrictions and obligations that align with the restrictions and obligations imposed on Preferred Supplier by this Agreement, including requiring each subcontractor or agent to agree to the same restrictions and obligations in writing.
- 37.3.8** Termination. Preferred Supplier’s duties under this **Section 37** will survive expiration or termination of this Agreement as to any FERPA Records that have not been Securely Destroyed by Preferred Supplier as required by **Section 37.3.6**.
- 37.3.9** Breach. In the event of a breach, threatened breach or intended breach of this **Section 37** by Preferred Supplier, UCF (in addition to any other rights and remedies available to UCF at law or in equity) will be entitled to preliminary and final injunctions, enjoining and restraining such breach, threatened breach or intended breach.

## **SECTION 38 – Tax Exemption**

UCF may be an agency of the State of Florida or other non-profit entity and may be exempt from certain state taxes under various exemption statutes, including Florida Sales & Use Tax Notwithstanding its exemption from certain state taxes, UCF will be responsible for any taxes (except corporate income taxes, franchise taxes, and taxes on Preferred Supplier’s personnel, including personal income tax and social security taxes) from which UCF is not exempt. Preferred Supplier will provide reasonable cooperation and assistance to UCF in obtaining any tax exemptions to which UCF is entitled.

## **SECTION 39 – Undocumented Workers:**

The *Immigration and Nationality Act* (8 *United States Code* 1324a) (“**Immigration Act**”) makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form (“**I-9 Form**”) as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Preferred Supplier is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of

another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Preferred Supplier employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, UCF may terminate this Agreement in accordance with Section 4.31. Preferred Supplier represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

**SECTION 40 – No Required Quantities or Minimum Amounts:**

Preferred Supplier understands that this Agreement does not obligate UCF to purchase any specific amount of goods or services from Preferred Supplier under this Agreement or otherwise. For example, this Agreement does not establish any minimum quantity or minimum dollar amount of goods or services that UCF must purchase from Preferred Supplier during the term of this Agreement.

**SECTION 41 – Access by Individuals with Disabilities:**

N/A

**SECTION 42 – Background Checks:**

Preferred Supplier will not knowingly assign any individual to provide services on a UCF's campus if the individual has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. If requested by any UCF to comply with its policy, Preferred Supplier will perform appropriate criminal background checks on each individual who will provide such services on the UCF's campus.

**SECTION 43 – Business Associate Agreements:**

Preferred Supplier acknowledges that some are subject to the Health Insurance Portability and Accountability Act of 1996, Public 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health, Title XII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) ("HITECH Act"). UCF and the respective are separate entities for purposes of HIPAA. Therefore, Preferred Supplier will enter into a separate HIPAA Business Associate Agreement ("BAA") with UCF, if required. If either Preferred Supplier or UCF reasonably believes that Preferred Supplier will be exposed to any Protected Health Information, as that term is defined by HIPAA, as part of the Services to be provided under this Agreement, Preferred Supplier will work with the UCF to put in place an appropriate BAA, prior to accessing such Protected Health Information.

**SECTION 44 – Entire Agreement: Modifications:**

This Agreement supersedes all prior agreements, written or oral, between Preferred Supplier and UCF and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by UCF and Preferred Supplier.

**SECTION 45 – Captions:**

The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

**SECTION 46 – Waivers:**

No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this

Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

**SECTION 47 – Binding Effect:**

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

**SECTION 48 – Limitations of Liability:**

**48.1** No Personal Liability. Notwithstanding any duty or obligation of any party under this Agreement, no agent, officer, director, employee, representative, attorney or regent of any party has or will have any personal liability by reason of the execution or performance of this Agreement.

**48.2** Exclusion of Extraordinary Damages. SUBJECT TO **SECTION 48.4** BELOW, IN NO EVENT WILL EITHER PREFERRED SUPPLIER OR UCF BE LIABLE FOR ANY LOST PROFITS, LOSS OF BUSINESS, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

**48.3** Direct Damages Cap. SUBJECT TO **SECTION 48.4** BELOW, FOR ALL CLAIMS THAT ARISE UNDER A PARTICULAR ENGAGEMENT LETTER, EACH PARTY'S TOTAL LIABILITY TO THE OTHER, WHETHER IN CONTRACT OR IN TORT (INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT) WILL BE LIMITED, IN THE AGGREGATE FOR ALL CLAIMS UNDER THAT ENGAGEMENT LETTER, TO (A) THE TOTAL FEES PAYABLE UNDER THAT ENGAGEMENT LETTER, OR (B) \$1 MILLION, WHICHEVER IS GREATER.

**48.4** Exceptions to Exclusion/Cap. THE LIMITATIONS SET FORTH IN **SECTIONS 48.2** AND **48.3** ABOVE WILL NOT APPLY TO:

- (1) EVENTS, ACTS OR OMISSIONS RESULTING IN PERSONAL INJURY AND/OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY BREACH OF THIS AGREEMENT OR WILLFUL MISCONDUCT OR NEGLIGENCE OF A PARTY;
- (2) THIRD-PARTY CLAIMS AGAINST PREFERRED SUPPLIER RESULTING FROM UCF'S BREACH OF ITS REPRESENTATIONS AND CERTIFICATIONS IN **SECTION 12.15** OF THIS AGREEMENT;
- (3) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT;
- (4) ANY INDEMNIFICATION CLAIM UNDER **SECTION 20.1** OR **20.2**, AS APPLICABLE, THAT INVOLVES PERSONAL INJURY AND/OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY OCCASIONED BY THE BREACH, WILLFUL MISCONDUCT OR NEGLIGENCE OF A PARTY IN THE PERFORMANCE OF THIS AGREEMENT; OR
- (5) ANY INDEMNIFICATION CLAIM UNDER **SECTION 20.3** OF THIS AGREEMENT.

FURTHER, THE LIMITATIONS ON LIABILITY PROVIDED FOR IN THIS **SECTION 48** ARE APPLICABLE AND ENFORCEABLE ONLY TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF FLORIDA.

**SECTION 49 – Relationship of the Parties:**

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Preferred Supplier is an independent contractor and is not a state employee, partner, joint venturer, or agent of UCF. Preferred Supplier will not bind nor attempt to bind UCF to any agreement or contract. As an independent contractor, Preferred Supplier is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.

**SECTION 50 – Severability:**

In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

**SECTION 51 – External Terms:**

This Agreement completely supplants, replaces, and overrides all other terms and conditions or agreements, written or oral ("**External Terms**"), concerning Preferred Supplier's performance under this Agreement. Such External Terms are null and void and will have no effect under this Agreement, regardless of whether UCF or any of its employees, contractors, or agents consents or agrees to External Terms. External Terms include any shrinkwrap, clickwrap, browsewrap, web-based terms and conditions of use, and any other terms and conditions displayed in any format that UCF, or its employees, contractors, or agents are required to accept or agree to before or in the course of accessing or using any goods or services provided solely by Preferred Supplier.

**SECTION 52 – Conflicts:**

In the event of a conflict between the terms and conditions of this Agreement and those of a SOW, the terms of this Agreement will control and govern.

**SECTION 53 – Attachments:**

N/A

Having agreed to the foregoing terms, and with the intention of being legally bound, the parties have executed this Agreement on the dates shown below.

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

By: Dale Whittaker  
Signed: Thursday, December 20, 2018  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

HURON CONSULTING SERVICES LLC

By: Jennifer Pavelec  
Signed: Thursday, December 20, 2018  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_





## Rider 100

### SCOPE OF WORK

Preferred Supplier will provide services to UCF units as their preferred provider for the business & administrative systems support services (“**Services**”) identified in this Agreement. This Agreement will provide UCFs with access to the Services at discounted prices (detailed in **Rider 200**) and is intended to permit all parties to reduce procurement and transaction costs and improve business processes. Preferred Supplier will sell and deliver the Services directly to UCFs under the terms and conditions set forth in this Agreement. Preferred Supplier will provide Services that will include but not be limited to: project management, and business process, functional, and/or technical support for a variety of engagement types, such as:

- Oracle/PeopleSoft/Fusion/Taleo, Hyperion and Workday product implementation, upgrade support, and system optimization
- implementation and upgrade support for ancillary business & administrative systems including procure-to-pay, supply chain management, and reporting systems and tools
- business process and work flow review, design and implementation; process improvement and optimization, change management, and training and documentation
- strategic supply chain evaluation and strategy planning
- supply chain benchmarking
- procurement logistics optimization
- organizational assessment and education
- accounting management
- supplier relationship management analysis strategic supply chain evaluation and strategy planning
- other services as requested by UCF consistent with the work described in this **Rider 100**.

**There is no specific level of engagement identified in this Agreement. Preferred Supplier will provide Services only as and when needed by UCF and as described in a written SOW to be signed by each of Preferred Supplier and UCF, substantially in the form attached hereto as Rider 100-A.** All the terms and conditions of this Agreement are hereby automatically incorporated into and made a part of each SOW.

#### 2.0 Requirements.

The following outlines the essential requirements for the provision of the Services. Preferred Supplier acknowledges and understands that this provides a general description of the work to be performed and is not intended to be all inclusive. Preferred Supplier represents that it is familiar with the requirements and general conditions that are essential to provide the Services consistent with industry best practices and in accordance with all applicable licensing, regulations, and professional standards.

## 2.1 Unit Requirements.

2.1.1 N/A

2.2 Preferred Supplier-Alliance Account Support Team. Preferred Supplier will provide a Senior Management Account Representative with the authority and responsibility for the overall success of this Agreement within Preferred Supplier's organization. Preferred Supplier also will designate an individual assigned to the account responsible for: (i) receiving and providing ongoing communications by and between Preferred Supplier and UCF; (ii) monitoring the overall implementation of this Agreement and providing updates to the UCF Contract Administrator (who will be designated by UCF as responsible for day-to-day management of the Preferred Supplier – UCF relationship and who will serve as Preferred Supplier's primary contact for and on behalf of UCF on all matters relating to this Agreement); (iii) identifying and fostering process improvements; (iv) serving as the liaison to engage resources within Preferred Supplier's organization to troubleshoot and resolve problems; (v) organizing Quarterly Business Reviews ("QBRs"); monitoring Key Performance Indicators ("KPIs") and (vi) providing early warning notices of service performance and other concerns to Preferred Supplier's management team and the UCF Contract Administrator.

## 2.3 SOW.

2.3.1 All work performed under this Agreement by Preferred Supplier will be documented in a written Statement of Work ("**SOW**") mutually agreed to and executed by Preferred Supplier and UCF.

At a minimum, each SOW will contain the following elements:

- Overview (defining project scope and objectives);
- Services (detailed description of particular services to be performed)
- Project Work Plan and Deliverables (a high-level work plan including project timeline and key deliverables);
- Staffing (identification of Preferred Supplier's proposed project staff, including job category, role and responsibilities, and estimated hours of each staff member assigned to the project);
- Engagement Fees and Expenses (details of total project cost, with charges associated with each key deliverable);
- Payment Schedule (detailed payment schedule tying compensation, to the maximum extent possible, to Preferred Supplier's achievement of specific deliverables, rather than providing solely for time and materials compensation);
- UCF's Responsibilities: identification of responsibilities, tasks, personnel, and other resources to be provided by UCF in association with the project; and
- Authorized signatures.

2.3.2 A SOW may provide for compensation to Preferred Supplier on a time and materials/cost-not-to-exceed basis, or a fixed price, deliverables-based arrangement, or some combination of these alternatives, as determined by UCF and Preferred Supplier. **Whenever a deliverables-based arrangement is not used, the SOW must clearly state the rationale for selecting an alternative basis for compensation.**

2.3.3 Within ten (10) business days (unless otherwise instructed by UCF) after

receiving a request for Services, Preferred Supplier will prepare and present to UCF a proposed written SOW.

## 2.4 Staffing.

### 2.4.1 Preferred Supplier's commits to:

- Maintain the continuity of personnel assigned to perform the Services, and to preclude reassignments of staff to other projects, unless Preferred Supplier and UCF agree on the identity of replacement personnel;
- Maintain staffing capability to engage multiple Sows simultaneously; and
- Maintain and provide highly skilled personnel with experience in system and process troubleshooting, project management, and technical and functional expertise for application, tools, business processes, application training and documentation and change management.

## 2.5 Acceptance of Work.

All Services performed under the SOW will be subject to the review and approval of certain individual(s) representing UCF, with such individual(s) being identified in each SOW. Acceptance of the work will be documented in writing via completion of a form to be furnished to each of Preferred Supplier and UCF Contract Administrator. **Unless UCF and Preferred Supplier expressly agree otherwise in writing, any SOW involving estimated engagement fees and expenses exceeding \$500,000 will provide for 20% of the total amount payable to Preferred Supplier to be retained by UCF, until the Services are completed and formally accepted in writing by UCF.**

## 2.6 Invoicing and Payment.

- 2.6.1 Preferred Supplier will invoice UCF. Each invoice relating to this Agreement will reference the appropriate UCF purchase order number and will include a detailed description of the Services to which it relates.
- 2.6.2 UCF will remit payments of invoices issued under this Agreement on a Net 45 Days basis.
- 2.6.3 Preferred Supplier will resolve all order and invoice discrepancies within five (5) business days after written notification or, if because of their nature, the discrepancies cannot be resolved within that time frame, Preferred Supplier will take all of the steps the UCF's purchasing department deems necessary.
- 2.6.4 Travel by Preferred Supplier will be subject to the *UCF Travel Manual* in the circumstances described in **Rider 200** (Fee Schedule). Preferred Supplier may be subject to additional travel guidelines as established by each UCF.
- 2.6.5 All reimbursable expenses will be passed through on a direct-cost basis to UCF, without any mark-up, handling fees or surcharges of any kind.
- 2.6.6 Preferred Supplier's overall price structure and discount levels as contained in **Rider 200** (Fee Schedule) will remain firm and unchanged for the term of this

Agreement, unless otherwise agreed upon in writing by the UCF System Contract Administrator and Preferred Supplier; *provided, however*, Preferred Supplier may provide additional project-based discounts and promotional discounts above those stated in this Agreement, and Preferred Supplier is encouraged to do so. Preferred Supplier will document all additional project-based discounts in written email correspondence to the UCF System Contract Administrator.

- 2.6.7 All prices quoted to UCF System or UCFs will be inclusive of all fees and charges due and payable to Preferred Supplier by UCF.
  - 2.6.8 Preferred Supplier and the UCF System Contract Administrator will review all price structures for the Services on a periodic basis as determined by the UCF Contract Administrator. Preferred Supplier's initial and subsequent pricing will be benchmarked for market competitiveness. Preferred Supplier agrees to negotiate in good faith to adjust pricing if necessary, to remain competitive. Should fees listed in **Rider 200** change during such quarterly reviews, such changes will be documented in a written amendment to this Agreement agreed to by Preferred Supplier and the UCF Contract Administrator
- 2.7 Pricing.
- 2.7.1 Preferred Supplier's overall price structure and discount levels as contained in **Rider 200** (Fee Schedule) will remain firm and unchanged for the term of this Agreement, unless otherwise agreed upon in writing by UCF Contract Administrator and Preferred Supplier; *provided, however*, Preferred Supplier may provide additional project-based discounts and promotional discounts above those stated in this Agreement, and Preferred Supplier is encouraged to do so. Preferred Supplier will document all additional project-based discounts in written email correspondence to the UT System Contract Administrator.
  - 2.7.2 All prices quoted to UCF will be inclusive of all fees and charges due and payable to Preferred Supplier by Institutional Participant.
  - 2.7.3 Preferred Supplier and the UCF Contract Administrator will review all price structures for the Services on a periodic basis as determined by the UCF Contract Administrator. Preferred Supplier's initial and subsequent pricing will be benchmarked for market competitiveness. Preferred Supplier agrees to negotiate in good faith to adjust pricing if necessary, to remain competitive. Should fees listed in **Rider 200** change during such quarterly reviews, such changes will be documented in a written amendment to this Agreement agreed to by Preferred Supplier and the UCF Contract Administrator

2.8 Management Reports.

Preferred provider will provide management reports to UCF as reasonably requested by UCF. The parties will in good faith agree upon the content of such reports as they relate to each project.

**RIDER 200**

**FEE SCHEDULE**

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# Statement of Work

BETWEEN

UNIVERSITY OF CENTRAL FLORIDA BOARD OF  
TRUSTEES

AND

HURON CONSULTING SERVICES LLC

COMMITMENT ACCOUNTING IMPLEMENTATION

November 30, 2018

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STATEMENT OF WORK  
BETWEEN  
UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES  
AND  
HURON CONSULTING SERVICES LLC

This is a Statement of Work (“SOW”) entered into pursuant to the Preferred Supplier Agreement for Business Administrative Systems Support Services between University of Central Florida Board of Trustees and Huron Consulting Services LLC dated \_\_\_\_\_ .

## Background

The University of Central Florida is implementing Oracle PeopleSoft (“PS”) Grants Management modules and a new Chart of Accounts (“COA”) design to its existing 9.2 Financials environment. The University implemented core PeopleSoft Financials in the 2003/2004 timeframe and HCM in 1998. Huron understands at the time of implementation the University adopted a custom labor distribution solution and has not kept pace with the changing University or updates to the PeopleSoft delivered functionality. Like many modern universities, UCF continues to evolve its objectives and processes for labor and cost distribution related to payroll and benefits. The University recognizes that an updated Commitment Accounting solution provides the foundation for better funding tracking and transacting Employee salary and benefits, specifically for research efforts, and also paving a way to use more delivered HCM functionality in preparation for a cloud deployment in the future. The current HCM system has capacity for basic employee salary and benefit cost tracking. The custom solution has been maintained by staff no longer at the University and exposes UCF in areas of audit concern on research funding. This design can limit the ability of the University to successfully grow its research base to meet strategic goals. To address these concerns, under this agreement, Huron will assist UCF in implementing delivered Commitment Accounting functionality (labor distribution, encumbrances, retro distributions) and other improvements to the University’s HCM system.

## Objectives and Scope

We understand UCF would like to engage Huron to perform consulting services related to the implementation of a new chart of accounts into PS Human Capital Management (“HCM”) as part of a larger program involving the Next Gen and Wahoo projects. Next Gen will be driving the requirements and design of the new COA and associated tasks in the Financials and Supply Chain Management (“FSCM”) application. UCF is requesting Huron to assist in implementing PS Commitment Accounting (“CA”) and completing other improvements to their PeopleSoft HCM system as it relates to the COA. The work would take place from December 3, 2018 through December 6, 2019.

Any subsequent changes to scope, staffing, and/or fees and expenses as it relates to this engagement may be handled through additional change orders between UCF and Huron management. UCF management is defined as Maureen Binder, Misty Shepherd, or Kathy Mitchell. Huron management is defined as Bill Bonner, Jen Pavelec, or any other Huron Managing Director.

Huron will provide services to UCF in the following three areas:

| Workstream                                       | Scope  |
|--|--|
| <p>Retrofitting Existing Reports / Processes</p> | <ul style="list-style-type: none"> <li>• <b>Functional Analysis/Testing</b> – Huron will assist with the review, analysis, functional change requirements documentation, and testing of a prioritized list of existing UCF reports and processes impacted by using the Combination Code field for funding in HCM instead of Department Code.               <ul style="list-style-type: none"> <li>○ Huron will commit 640 hours towards this effort between 10/22/18 through 03/01/2019 to coincide with the Analyze, Design, Develop and Test phases. In the event this workstream requires less than 640 hours, the excess will be applied to other workstreams. Any effort beyond the 640 hours will result in a change order.</li> </ul> </li> <li>• <b>Development</b> – Huron will provide resources to develop the programming needed to complete the required changes to the prioritized existing UCF reports and processes impacted by using PS Commitment Accounting.               <ul style="list-style-type: none"> <li>○ Huron will commit 640 hours towards this effort between 11/05/18 through 03/01/2019 to coincide with the Design, Develop and Test phases. In the event this workstream requires less than 640 hours, the excess will be applied to other workstreams. Any effort beyond the 640 hours will result in a change order.</li> </ul> </li> </ul> |

| Workstream                           | Scope  |
|--------------------------------------|--|
| Commitment Accounting Implementation | <ul style="list-style-type: none"> <li>• <b>Implementation of PS Commitment Accounting</b> – Huron will lead the effort in analyzing, configuring, and testing the required changes needed for UCF to use PS commitment accounting functionality.</li> <li>• <b>Salary Cost Transfers (Direct Retros)</b> – Huron will assist in the analysis, functional change requirements, and testing of Gideon Taylor (or other) pages UCF chooses to implement for users to submit salary cost transfers (direct retros). UCF IT will be responsible for all efforts associated with Gideon Taylor development. Huron will assist in the testing of delivered PS processing of direct retros through to the General Ledger (“GL”).</li> <li>• <b>Daily Salary Cost Transfer (Direct Retro) Processing</b> – Huron will analyze, design, build and unit test functionality to process direct retros on a daily basis when not conflicting with payroll processing.</li> <li>• <b>Funding Entry</b> – Huron will assist in the analysis, functional change requirements, and testing of Gideon Taylor (or other) pages UCF chooses to implement for users to manage funding sources for employees, positions, jobcodes, and departments. UCF IT will be responsible for all Gideon Taylor development.</li> <li>• <b>FY18/FY19 Salary Cost Transfers</b> – Huron will analyze, design, build and unit test a custom page to transfer salary costs for fiscal years 2018 and 2019. With no historically converted data, the page will be a general transfer tool, as it will not be able to ascertain the funding distribution for payroll expenses currently in the GL. The page will rely on the user’s knowledge as to what funding sources should be debited and credited in relation to an employee’s payroll expenses. Huron will assist in the functional testing of these salary cost transfers through to the GL.</li> <li>• <b>Paysheets</b> – Huron will analyze, design, build and unit test:               <ul style="list-style-type: none"> <li>○ A process to load IST/FSEC hours and dollars to paysheets using the PSHUP_TXN table</li> <li>○ A solution to update earnings codes on paysheets for non-resident alien tax treaty employees</li> </ul> </li> <li>• <b>Fiscal Year Rollover</b> – Huron will lead the effort in analyzing, configuring, and testing the fiscal year rollover processes delivered with PS Commitment Accounting. If needed, Huron will develop modifications to the delivered PS processes to meet UCF requirements.</li> </ul> |



| Workstream              | Scope   |
|-------------------------|---|
| <p>HCM Improvements</p> | <ul style="list-style-type: none"> <li>• <b>Salary Encumbrances</b> – Huron will lead the effort in analyzing, configuring, and testing delivered PS CA functionality which creates and adjusts salary encumbrances.</li> <li>• <b>Fringe Encumbrances</b> – Huron will lead the effort in analyzing, configuring, programming, and testing delivered PS CA and/or custom functionality which creates and adjusts fringe encumbrances.</li> <li>• <b>Fringe Expenses</b> – Huron will lead the effort in analyzing, configuring, programming, and testing custom functionality which creates and adjusts fringe expenses in conjunction with salary expenses and adjustments.</li> <li>• <b>Work-Study Improvements</b> – Huron will implement a bolt-on solution to the HCM system to enforce student work-study award amounts, track expended amounts, and improve reporting/monitoring.             <ul style="list-style-type: none"> <li>○ Hiring Enforcement – Only students with work-study awards should be allowed to be hired into work-study jobs. This will be accomplished with changes to existing ePAF hire pages.</li> <li>○ Award Enforcement – Work-study awards should not be exceeded/over-charged; any payroll expense exceeding the award amount should be charged to the employee’s home department.</li> <li>○ Award Expenditure Tracking – Work-study expended amounts should be tracked in an HCM table that can be used for views and reports.</li> <li>○ Huron will develop inbound and outbound integrations with PS Financial Aid system to track/maintain awards and expended amounts.</li> <li>○ Huron will develop a process to notify students and departments via email when an expended percentage threshold has been met.</li> <li>○ Huron will develop one new work-study report.</li> </ul> </li> <li>• <b>Labor Ledger Reporting Table</b> – Huron will lead the effort in analyzing, configuring, programming, and testing custom functionality which maintains a labor ledger reporting table that will contain detail transaction information for salary expenses, fringe expenses, salary encumbrances, fringe encumbrances, hours, salary cost transfers, and fringe expense adjustments.             <ul style="list-style-type: none"> <li>○ Huron will develop a common data extract from the labor ledger that can integrate with external systems on a periodic basis.</li> <li>○ Huron will modify the existing data extract for the Huron eCert/ECC system or develop a new one.</li> <li>○ Huron will modify an existing data extract for Project Costing or develop a new one</li> <li>○ Huron will develop two new reports that will use the labor ledger as the data source.</li> </ul> </li> </ul> |



| Workstream                            | Scope  |
|---------------------------------------|--|
| HCM Rework due to Delayed COA Go-Live | <ul style="list-style-type: none"> <li>• <b>Functional &amp; Technical Advisement</b> – Huron will assist with the review, analysis, functional &amp; technical change requirements documentation, and testing of HCM changes required to support the delayed COA go-live.               <ul style="list-style-type: none"> <li>○ Huron will commit 480 hours towards this effort after November 2019</li> </ul> </li> </ul> |

The following items are considered out of scope:

| Workstream                                | Out of Scope   |
|---|--|
| Retrofitting Existing Reports / Processes | <ul style="list-style-type: none"> <li>• Report/process retrofit programming support after March 01, 2019</li> </ul>   |
| Commitment Accounting Implementation      | <ul style="list-style-type: none"> <li>• Historical data conversion</li> <li>• Modifications to delivered PS actuals distribution processes, including PSPPFUND</li> </ul>   |
| HCM Improvements                          | <ul style="list-style-type: none"> <li>• Historical data conversion</li> <li>• Modifications to delivered PS salary encumbrance processes and functionality</li> <li>• Improvements and integrations not specifically mentioned</li> </ul> |

## Responsibilities by Activity

The following activities are critical to this engagement. Failure to complete these items will jeopardize a successful implementation. The table below breaks down the responsibility of activities:

| Activity   | Responsible | Contributor |
|--|-------------|-------------|
| Create/populate the new department codes on the department table and setting values as needed to implement CA  | UCF         |             |
| Inactivate employee job earnings distribution rows   | UCF         |             |
| Update employee job data rows with new department codes  | UCF         |             |
| Design, configure, and test security changes due to department code changes  | UCF         |             |
| Design, configure, and test workflow approval changes due to department code changes   | UCF         |             |
| In FSCM, publish payroll related combination codes to HCM  | UCF         |             |
| Create PS Grants views or integrations to HCM to provide grant/project information, PI information, Award information  | UCF         | Huron       |
| Configure/setup Integration Broker queues/channels/messages in HCM & FSCM including but not limited to chartfield synchronization and combination code integration | UCF         | Huron       |
| Process/load combination codes in HCM  | Huron       | UCF         |
| Initial (go-live) load of the Department Budget tables   | Huron       |             |

| Activity  | Responsible | Contributor |
|---|-------------|-------------|
| Initial (go-live) load of the Encumbrance Definition tables, if needed  | Huron       |             |
| Salary cost transfer component/page/integration functional design & testing   | UCF         | Huron       |
| Salary cost transfer component/page/integration development & testing   | UCF         |             |
| ePAF component/page/integration functional change design & testing  | UCF         | Huron       |
| ePAF component/page/integration development & testing   | UCF         |             |
| Funding entry component/page/integration functional design & testing  | UCF         | Huron       |
| Funding entry component/page/integration development & testing  | UCF         |             |
| Retrofit existing UCF reports/processes – functional change design & testing  | UCF         | Huron       |
| Retrofitting existing reports/processes – development & testing   | Huron       |             |
| Commitment Accounting functional analysis, design, configuration, and testing   | Huron       | UCF         |
| Daily salary cost transfer processing analysis, design, development, configuration, and testing   | Huron       |             |
| Analysis, design, development, configuration, and testing of functionality to perform general salary cost transfers for FY18/FY19   | Huron       | UCF         |
| Analysis, design, development, configuration, and testing of functionality to load IST/FSEC hours and dollars to paysheets using the PSHUP_TXN table                          | Huron       | UCF         |
| Analysis, design, development, configuration, and testing of functionality to update earnings codes on paysheets for non-resident alien tax treaty employees                  | Huron       | UCF         |
| Analysis, configuration, and testing the fiscal year rollover processes delivered with PS Commitment Accounting   | Huron       | UCF         |
| Modifying delivered fiscal year rollover processes, if needed   | Huron       |             |
| Analysis, configuration, and testing delivered PS CA functionality which creates and adjusts salary encumbrances  | Huron       | UCF         |
| Analysis, configuration, development (if needed), and testing delivered PS CA and/or custom functionality which creates and adjusts fringe encumbrances                       | Huron       | UCF         |
| Analysis, configuration, development, and testing custom functionality which creates and adjusts fringe expenses in conjunction with salary expenses and adjustments (retros) | Huron       | UCF         |
| ePAF component/page/integration functional change design & testing for work-study employee hiring enforcement   | UCF         | Huron       |
| ePAF component/page/integration development & testing for work-study employee hiring enforcement  | UCF         |             |

| Activity   | Responsible | Contributor |
|--|-------------|-------------|
| Analysis, design, configuration, development, and testing of a bolt-on solution to HCM which will integrate with Student Financial Aid, store work-study awards in HCM, enforce work-study awards during payroll distribution, track expended amounts, provide notifications and reporting | Huron       | UCF         |
| Analysis, configuration, development, and testing of custom functionality which will maintain a labor ledger reporting table in HCM  | Huron       | UCF         |
| Analysis, configuration, and testing of the General Ledger Interface for payroll   | Huron       | UCF         |
| Testing of the General Ledger Interface for direct retros  | Huron       | UCF         |
| HCM Rework due to the Delayed COA Go-Live  | UCF         | Huron       |

Any deviation to the above, as well as any impact to the timeline as a result of UCF’s ability to maintain the resource levels outlined in this SOW or technical infrastructure availability (e.g. VPN down, internet accessibility), may result in changes to scope, timeline, or budget and will go through the Governance and issue escalation process (outlined below) for approval.

## Implementation Methodology Phase Overview

We utilize a phased approach that ensures a successful transition between current and future states, from analysis through development, testing, and implementation. We focus on ensuring that the right resources and appropriate knowledge base are brought to the engagement to ensure a successful implementation. Our implementation methodology happens over a series of seven phases.



- Initiate:** Prior to implementing changes to the system, it is critical to define certain plans and objectives of the overarching project. During this phase, alongside client leadership, we will leverage the initial assessment to finalize the overall project scope, strategy, key stakeholders, governance guidelines, communication plans, and identify anticipated risks.
- Analyze:** Building on the assessment findings, the team will further confirm our understanding of existing operating processes and system functionality and gather detailed requirements and identify any new gaps not previously assessed in delivered system functionality. We are also able to confirm prioritized issues based on business requirements and guiding principles of the project.



- **Design:** Here, we use requirements identified in prior phases and document them in terms of future state functional and technical specifications. We also develop high-level training approaches for both functional and technical staff.
- **Develop:** During the develop phase, design objectives guide us in configuring and building the system that will be prepared and used for testing. We will work with the client’s technical team to ensure the environments incorporate the expected design items. Also, conversion plans and toolkits are established, and training plans are crystalized.
- **Test:** Huron will align our testing approach with UCF’s existing framework for production enhancements. The developed systems are tested both functionally and technically to ensure that the transition to a desired future state is as seamless as possible. Testing results are thoroughly analyzed, and a joint decision of whether to move forward with the project is made.
- **Implement:** Once the system has been verified as acceptable in accordance with the documented specifications through testing, Huron will transition UCF to the new enhancements to the PeopleSoft system. Assisting with training materials, executing conversion and cutover, and transitioning system responsibilities to client resources are all performed.
- **Support:** Post go-live, Huron will provide an assessment of the new functionality, finalize the knowledge transfer, and verify that the system is stable and functioning to stakeholders’ satisfaction. Any outstanding issues will be resolved, and final summary reports will be produced detailing recommendations moving forward, foreseen challenges, and lessons learned.

## High Level Project Plan Timeline

This table provides a high level description of the key activities and deliverables within each phase of the methodology. While we understand that every engagement is different, this chart includes possible timelines for each phase. Keep in mind that implementations tend to be iterative, especially during the Design, Develop, and Test phases. This can also impact the estimated timeline.

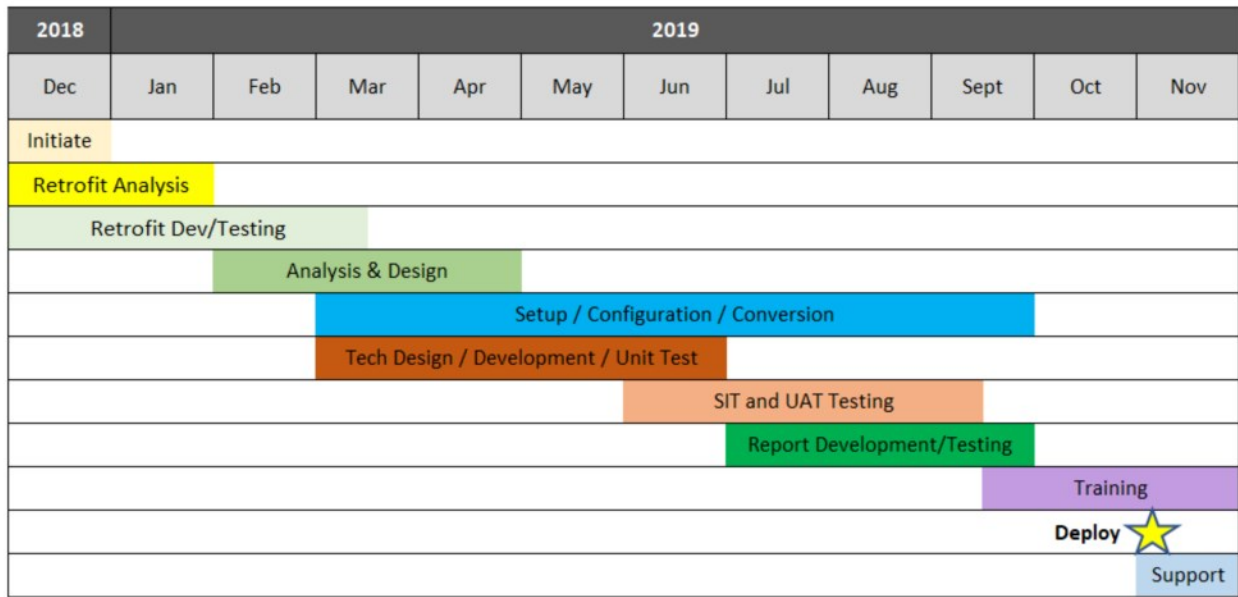
For this engagement, the phases and estimated timelines will be adjusted to go live on or around November 1, 2019. The “Initiate” phase will be shortened since the Commitment Accounting Assessment Huron completed has reduced the outstanding tasks.

| Phase Summary   | Activities  | Deliverables   |
|---|---|--|
| <p><b>Phase 1: Initiate</b></p> <p>Gather resources and begin planning the scope and timeline of the project:</p> <p><b>Estimated Portion of Project:</b> 5%</p> <p><b>Estimated Time:</b> 0-1 months</p> | <ul style="list-style-type: none"> <li>• Confirm resource plan and budget</li> <li>• Create and maintain a project plan/timeline</li> <li>• Onboard the team</li> <li>• Define roles and responsibilities/governance structure</li> <li>• Develop Change Management Strategy</li> </ul> | <ul style="list-style-type: none"> <li>• Project Budget and Resource Plan</li> <li>• Project Charter and Guiding Principles</li> <li>• Project Org Chart</li> <li>• Project Plan/Calendar</li> <li>• RACI Matrix</li> <li>• Status Report Template and Process</li> <li>• Scope Change Document</li> </ul> |

| Phase Summary   | Activities  | Deliverables   |
|---|---|--|
| <p><b>Phase 2: Analyze</b></p> <p>Meet with stakeholders to review requirements:</p> <p><b>Estimated Portion of Project:</b> 15%</p> <p><b>Estimated Time:</b> 1-2 months</p>   | <ul style="list-style-type: none"> <li>• Gather requirements</li> <li>• Execute design sessions and develop documentation</li> <li>• Develop RICE inventory</li> <li>• Prioritize retrofit report and process inventory</li> <li>• Develop the initial conversion approach</li> </ul>   | <ul style="list-style-type: none"> <li>• Conversion Approach Document</li> <li>• Functional Design Specifications</li> <li>• End of Phase Checkpoint</li> <li>• RICE Inventory</li> </ul>  |
| <p><b>Phase 3: Design</b></p> <p>Plan out the future state by holding design sessions, creating functional approaches, and documenting what configuration will look like. Adjust continuously based on feedback:</p> <p><b>Estimated Portion of Project:</b> 15%</p> <p><b>Estimated Time:</b> 1-2 months</p> | <ul style="list-style-type: none"> <li>• Define a high-level testing approach</li> <li>• Develop future state BP documentation</li> <li>• Create Functional Design documents</li> <li>• Execute future state review sessions</li> <li>• Review and obtain approval for RICE designs</li> <li>• Log deferred RICE items</li> <li>• Complete configuration design documentation</li> <li>• Configure Dev environment</li> <li>• Create Technical Design documents</li> <li>• Develop an Application Integration Plan/Systems Map</li> <li>• Finalize the conversion plan</li> </ul> | <ul style="list-style-type: none"> <li>• Configuration Workbook</li> <li>• Conversion Execution and Validation Plan</li> <li>• Design Document Template</li> <li>• Environment Plan</li> <li>• Finalized Future Business Process Documentation</li> <li>• Master Conversion Mapping Document</li> <li>• Mock Conversion Purpose Documentation</li> <li>• Updated Functional Design Specifications</li> </ul> |
| <p><b>Phase 4: Develop</b></p> <p>Begin configuring and developing test case scenarios and scripts to test this configuration:</p> <p><b>Estimated Portion of Project:</b> 44%</p> <p><b>Estimated Time:</b> 4 months</p>   | <ul style="list-style-type: none"> <li>• Design a Test Strategy and Plan</li> <li>• Build a Test Case Matrix</li> <li>• Build test scripts</li> <li>• Execute unit testing</li> <li>• Build RICE items in a development environment</li> <li>• Configure test environments</li> <li>• Design a cutover approach</li> <li>• Develop a batch schedule</li> <li>• Develop and test conversion programs</li> <li>• Resolve all unit testing defects</li> </ul>  | <ul style="list-style-type: none"> <li>• Batch Process Schedules</li> <li>• Configured Environments</li> <li>• Conversion Issue List</li> <li>• Functional Unit Test Scripts</li> <li>• Test Case Matrix</li> <li>• Test Strategy and Plans</li> <li>• Test Scripts</li> <li>• Updated Technical and Functional Design Specifications</li> </ul>   |
| <p><b>Phase 5: Test</b></p> <p>Evaluate how the system's design and conversion process meets requirements, evaluate the readiness for implementation:</p>   | <ul style="list-style-type: none"> <li>• Hold Testing Kickoff Presentation</li> <li>• Execute All Phases of Testing</li> <li>• Evaluate Test Results</li> <li>• Signoff on Testing</li> <li>• Design a Detailed Cutover Plan</li> </ul>   | <ul style="list-style-type: none"> <li>• Conversion Scorecard Results</li> <li>• Cutover Approach Document</li> <li>• Cutover Plan and Checklist</li> <li>• Defect Log and Progress</li> <li>• Entry and Exit Acceptance Criteria</li> <li>• Mock Conversion Test Schedule</li> </ul>  |



| Phase Summary  | Activities  | Deliverables  |
|--|---|---|
| <p><b>Estimated Portion of Project:</b> 40%</p> <p><b>Estimated Time:</b> 3-4 months</p>   | <ul style="list-style-type: none"> <li>• Test and Validate Conversion Programs</li> <li>• Execute Mock Conversions</li> <li>• Resolve and Test all Defects</li> <li>• Assist UCF in preparing training materials</li> </ul>         | <ul style="list-style-type: none"> <li>• Test Result Documentation</li> </ul>   |
| <p><b>Phase 6: Implement</b></p> <p>Convert data, execute cutover, and Go-Live with new functionality:</p> <p><b>Estimated Portion of Project:</b> 11%</p> <p><b>Estimated Time:</b> 1 month</p>                               | <ul style="list-style-type: none"> <li>• Configure the production environment</li> <li>• Execute conversion</li> <li>• Execute the cutover checklist</li> <li>• Facilitate the Go/No-Go decision</li> </ul>                         | <ul style="list-style-type: none"> <li>• Configured Production Environment</li> <li>• Go/No-Go Decision</li> <li>• User and Management Sign-Off Documentation</li> </ul>                        |
| <p><b>Phase 7: Support</b></p> <p>Provide post Go-Live support by troubleshooting issues:</p> <p><b>Estimated Portion of Project:</b> 22%</p> <p><b>Estimated Time:</b> 2 months</p>   | <ul style="list-style-type: none"> <li>• Provide Functional Support as needed</li> <li>• Troubleshoot Issues</li> <li>• Provide Technical Support (as needed)</li> <li>• Complete Knowledge Transfer to Client Resources</li> </ul> | <ul style="list-style-type: none"> <li>• Conversion Results Documentation</li> <li>• Knowledge Transfer Plan</li> <li>• Log of all Post-Conversion Updates, Corrections, and Changes</li> </ul> |
| <p><b>Phase 8: HCM Rework due to Delayed COA Go-Live</b></p> <p>Provide analysis, design, planning, conversion, and testing support:</p> <p><b>Estimated Portion of Project:</b> 3%</p> <p><b>Estimated Time:</b> 3 months</p> | <ul style="list-style-type: none"> <li>• Advisement</li> </ul>  |   |



\* HCM Rework due to the Delayed COA Go-Live is not shown above, this phase will take place after November 2019.

Here are the workstreams that will take place during this engagement:

| Workstream                                | Estimated Length | Estimated Timing   |
|---|------------------|--|
| Retrofitting Existing Reports & Processes | 4 months         | <ul style="list-style-type: none"> <li><b>Start:</b> December 2018</li> <li><b>End:</b> March 1, 2019</li> </ul>             |
| Commitment Accounting Implementation      | 9 months         | <ul style="list-style-type: none"> <li><b>Start:</b> February 2019</li> <li><b>Go-Live:</b> November 2019</li> </ul>         |
| HCM Improvements                          | 9 months         | <ul style="list-style-type: none"> <li><b>Project Start:</b> February 2019</li> <li><b>Go-Live:</b> November 2019</li> </ul> |
| HCM Rework due to the Delayed COA Go-Live | 3 months         | <ul style="list-style-type: none"> <li><b>Project Start:</b> TBD</li> <li><b>Go-Live:</b> TBD</li> </ul>                     |

## Engagement Assumptions

- Huron and UCF will partner to project manage the engagement.
- UCF will provide Huron with direct access to subject matter experts in each of the respective functional areas.
- UCF's Human Resources and Payroll offices will adjust business processes to avoid unnecessary system customizations.
- Timely leadership decisions around issues that impact scope, budget, and/or timeline.
- Demonstrated respect, honesty, and transparency of communication among all team members.
- This engagement work will begin on December 3, 2018.
- Estimated completion of work is December 6, 2019. This provides for go-live and post-go-live support for various functionality that will be moved to production in November of 2019.
- UCF and Huron will plan and communicate the on-site/remote schedule for consulting resources based on project needs and budget.
- UCF employees with the appropriate knowledge of the current business environment and information systems will be made available as needed

- Huron is not responsible for training or performance of UCF staff or external contractors hired by UCF.
- UCF to provide ample dedicated and appropriately skilled technical resources to support the continuing development, troubleshooting and resolution of technical issues will be made available as needed.
- The project's success and ability to stay within the defined timeline is based on UCF Subject Matter Experts being readily available to provide requirements, review functionality & provide general support during testing efforts.
- A formal change control process will be required to contain project scope and project cost.
- Besides understanding system functionality, Huron brings forth business process expertise that allows the team to guide business process discussions & requirements.
- Technical Infrastructure should be in place - Appropriate Development, Configuration and Test Instances are available and the UCF technical team will be responsible for maintaining and refreshing the PeopleSoft Instances as needed.
- Any interfaces external to HCM outside of the FSCM, student financial systems will not be addressed as part of this SOW, including any third-party budgeting system that will require an integration.
- The student financial aid system will provide a view or daily data extracts to provide work-study award information to the HCM system.
- The PS FSCM system will provide a view or daily data extracts to provide grant related information which will aid in project charging time period validation and HCM reporting.

## UCF Responsibilities

In connection with our provision of Services, the timely success of the project hinges on your ability to perform the tasks, furnish the personnel, provide the resources, and undertake the responsibilities specified in the Agreement and as set forth below:

- You will provide overall project coordination for scheduling, prioritization, cost and schedule tradeoffs, change control, and design decisions.
- 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. For purposes of this engagement, that person is Maureen Binder, Associate Vice President for Human Resources, UCF system.
- You will provide the technical resources needed to leverage/re-use, and make production ready, the Gideon Taylor or other forms needed for performing salary cost transfers, employee/position/jobcode/department funding changes, and any other UCF ePAF coding changes. This includes component interfaces to the department budget table and delivered PS retro distribution tables.
- You will provide business analyst resources to document system requirements, assist in the training of end users, and complete testing.
- You will orchestrate the involvement of the appropriate subject matter experts (functional and technical) as needed.
- You will assign trained technical and system analyst resources to document technical requirements, write test cases, and configure requirements for which you are responsible.
- You will be responsible for reviewing, accepting, and maintaining all requirements documentation
- You will execute all testing including integrated end-to-end testing, conversion testing, and end user acceptance testing
- You will define the training and communication strategy, delivering appropriate messaging and materials to the end user community
- You will be responsible for the successful completion of the project.

The following represents the estimated level of participation required by your personnel for the engagement:



| Commitment Accounting Implementation & HCM Improvements |                 |  |
|---|-----------------|--|
| Role  | Time Commitment | Responsibilities   |
| UCF Project Manager                                     | 0.1 FTE         | <ul style="list-style-type: none"> <li>• Drive project activities, ensuring adherence to project budget and timeline</li> <li>• Escalate risks and proposed changes in scope to project sponsors</li> <li>• Manage project communication and meeting setup</li> </ul>  |
| UCF Business Analyst                                    | 2.0 FTE         | <ul style="list-style-type: none"> <li>• Participate in project meetings</li> <li>• Develop necessary design documentation</li> <li>• Perform Excel-to-CI data loads</li> <li>• Reconcile data conversions</li> <li>• Write and execute test scripts</li> <li>• Assist with training of end users</li> <li>• Provide Tier 1 support for system end users</li> </ul>  |
| UCF IT – Developer                                      | 1.25 FTE        | <ul style="list-style-type: none"> <li>• Development of ePAF pages/components related to funding setup and salary cost transfers</li> <li>• Development of component interfaces and/or other data processing related to funding setup and salary cost transfers</li> <li>• Development assistance related to necessary integrations with UCF applications</li> <li>• Development of new reports</li> </ul> |
| UCF Change Management Lead                              | 0.2 FTE         | <ul style="list-style-type: none"> <li>• Development and execution of communication strategy</li> <li>• Coordination with other programs and competing initiatives</li> <li>• Development of new roles and responsibilities</li> </ul>   |

The successful delivery of our Services, as well as the fees that we charge, are dependent upon (i) your timely and effective completion of your responsibilities, (ii) the accuracy and completeness of the assumptions set forth above, and (iii) timely decisions and approvals by your management. You will be responsible for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out your responsibilities.

## Our Services and Staffing

Huron will partner with UCF to assist in the implementation of Labor Distribution and other HCM improvements. Our Services will include:

- Project Management support for this project, with on-site resources. We will develop the work plan, lead meetings, establish status reporting content, manage budget and resources, and communicate directly with the project sponsor.
- Core project Services, which may include assistance in defining industry best-practice business processes, capturing functional and technical requirements, and coordinating / executing both testing and training activities. Furthermore, we will partner with you during the implementation to create change management and communication plans to ensure smooth adoption by the University's end users.

- Technical resources who will modify existing programs and develop new solutions as required.

## Fees and Expenses

Our Services will be provided on a fixed-price agreement with an additional discount as a prepaid contract. Out of pocket expenses (including transportation, lodging, meals, supplies, technology, etc.) are included in the fixed price cost and will not be invoiced separately.

| Huron Commitment Accounting Implementation & HCM Improvements |                  |            |            |       |
|---|------------------|------------|------------|-------|
| Level/Role  | Name             | Start Date | End Date   | Hours |
| Managing Director   | Jennifer Pavelec | 12/03/2018 | 12/06/2019 | 120   |
| Director  | Cara Grib        | 12/03/2018 | 12/06/2019 | 120   |
| Manager   | Jason Jones      | 12/03/2018 | 12/06/2019 | 2,400 |
| Associate   | TBD              | 02/04/2019 | 12/06/2019 | 1,560 |
| Programmer  | TBD              | 12/10/2018 | 12/06/2019 | 1,960 |

Total cost for this engagement is **\$1,125,000**.

To the extent that UCF elects to use Huron for additional work outside the scope of the Services as set forth in this SOW, Huron will document the additional work in a mutually agreeable addendum to this SOW or Change Order. For such additional work, Consultant will bill UCF on an hourly basis based on the actual hours worked and the following hourly billing rates that are inclusive of expenses:

| Huron Resource Level | Rates Inclusive of Travel                       | LTA Rate Inclusive of Travel |
|----------------------|---|------------------------------|
| Managing Director    | \$410-\$455                                     | \$450-\$495                  |
| Sr. Director         | \$370-\$410                                     | \$410-\$450                  |
| Director             | \$335-\$370                                     | \$375-\$410                  |
| Manager              | \$270-\$335                                     | \$310-\$375                  |
| Sr. Associate        | \$240-\$270                                     | \$280-\$310                  |
| Associate            | \$220-\$240                                     | \$260-\$280                  |
| Analyst              | \$205-\$220                                     | \$245-\$260                  |
| Programmer           | \$205-\$220                                     | \$245-\$260                  |
| Shadow               | \$35 for 8 weeks, then full rate based on level | N/A                          |

## Payment Terms

Upon execution of this SOW, Huron will submit an invoice for \$1,125,000.00, with payment terms of net thirty (30) days from the date of invoice.

Amounts that remain outstanding for more than 20 days (past due), will be subject to an interest charge of 0.5% per month from the date of the invoice. We reserve the right to suspend Services if 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 reasonable out of pocket costs of collection for overdue invoices. We understand that our bills should be sent electronically to:

Maureen Binder  
[Maureen.Binder@ucf.edu](mailto:Maureen.Binder@ucf.edu)



Please indicate your agreement 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 project. You can be assured that it will receive our close attention.

**ACKNOWLEDGED AND ACCEPTED:**

**HURON CONSULTING SERVICES LLC**

**University of Central Florida Board of Trustees**

|                    |                    |
|--------------------|--------------------|
| <b>Signed by:</b>  | <b>Signed by:</b>  |
| <b>Print Name:</b> | <b>Print Name:</b> |
| <b>Title:</b>      | <b>Title:</b>      |
| <b>Date:</b>       | <b>Date:</b>       |

# **Statement of Work**

**BETWEEN**

**UNIVERSITY OF CENTRAL FLORIDA BOARD OF  
TRUSTEES**

**AND**

**HURON CONSULTING SERVICES LLC**

**PEOPLESOFT GRANTS MANAGEMENT**

November 30, 2018

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STATEMENT OF WORK  
BETWEEN  
UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES  
AND  
HURON CONSULTING SERVICES LLC

This is a Statement of Work (“SOW”) entered into pursuant to the Preferred Supplier Agreement for Business Administrative Systems Support Services between University of Central Florida Board of Trustees and Huron Consulting Services LLC dated \_\_\_\_\_ .

## Background

The University of Central Florida implemented core PeopleSoft (“PS”) Financials in early-2000’s concurrent with similar implementations at several other state agencies in Florida. Since their initial implementation, the University has added functionality in support of sponsored projects administration and accounting through the configuration and activation of the Project Costing, Contracts Administration, Billing and Accounts Receivable modules. The University did not implement the PeopleSoft’s Grants Management application and instead developed an integration with a preferred existing pre-award system. UCF has upgraded their Finance applications and is currently operating on Version 9.2.

The University of Central Florida has several large projects underway to support the comprehensive vision of an enhanced Research Administration office that can meet the Collective Impact Strategic Plan goal of doubling research awards to \$250 million by 2020. In April 2018, the University began the implementation of the PS Grants Management suite and contracted with Attain to provide resources to lead this initiative. The University combined the Grants Management initiative with the Chart of Accounts (“CoA”) implementation called “Next Gen” targeting to roll out in July 2019.

Based on a recent Quality Assurance (“QA”) assessment, the Next Gen project, specifically the Grants Management and CoA deployments, has been categorized as “at serious risk” for meeting its goals and objectives by the targeted July 2019 date. The QA assessment cited several contributing factors around the project management approach and lack of knowledgeable resources. Attain was removed from the project shortly following the QA. The University is seeking a new consulting partner to address concerns and implement recommendations from the QA and provide resources to lead the PS Grants Management implementation with a delivery date in November 2019.

## Objectives and Scope

Huron understands UCF would like to engage Huron to provide functional consulting resource(s) to replace Attain, and to lead and drive the PeopleSoft Grants Management suite implementation. In the immediate term, Huron resources will engage with the Next Gen, Wahoo, and Program Management offices to assess the current project deliverables, conduct an expedited fit-gap analysis, and confirm the system design. Our team will work with UCF resources to lead the Grants Management module implementation and appropriately reconfigure the existing Project Costing, Contract Management, Billing, Accounts Receivable, and Commitment Control modules based on business processes for the Office of Research.

We understand that UCF seeks Huron’s guidance and assistance in the following areas:

- Provide project management for the Grants Management workstream
- Provide Functional (Business Analyst) PeopleSoft Grants/Financials expertise
- Conduct an expedited business process review to confirm system configuration and design
- Lead and complete fit-gap analysis based on best practices and vanilla PeopleSoft design

- Lead information gathering sessions with stakeholders and make recommendations based on findings
- Confirm and complete PS Grants module configuration and implementation.
- Review current commitment control (KK) structure and recommend best practice changes required for PS Grants and CoA redesign.
- Recommend industry best practice across business units that make use of delivered functionality of eRA system and PeopleSoft grants.
- Assist with the development of PS Grants/Financials support policies, processes and procedures.
- Review and, as indicated, recommend updates to integrations between HRS eRA, PS Grants, PS HCM, PS Campus Solutions and other integrations.
- Review impact of PS Grants implementation on non-sponsored projects (construction, auxiliary).
- Provide knowledge transfer to UCF staff.
- Set up and configuration assistance with 3rd party HRS eRA.
- Review and recommend configuration updates related to Grants Suite modules already implemented, including Project Costing, Contracts, Billing and Receivables, as well as other impacted PeopleSoft modules.
- Review and recommend conversion strategy, conversion specifications and conversion testing.
- Review and assess current modifications/customizations and recommend any additional customizations related to Grants.
- Review Office of Research business processes and recommend updates based on industry best practice and delivered system functionality
- Develop testing plan, test scripts and execution.
- Review existing reports and recommend updates based on PS Grants and updated business processes.
- Provide Post Go-live support for two post go-live billing cycles.
- Define and configure work centers for Grants and recommend workcenters for contracts, billing, project costing and receivables
- Discover and define research management reporting within PeopleSoft Grants suite

Huron will provide configuration design, implementation, business process and transition expertise related to the PeopleSoft Grants Suite and impacted key business processes. The resources will not provide technical support for the implementation.

The sponsored research business processes as well as the associated PeopleSoft system processes expected to be impacted and addressed as part of the PeopleSoft Grants implementation and PC, CA, BI, and AR optimization include, but are not limited to:

- Maintain Grants Management Profiles
- Create/Update Award
- Create and Maintain Award Budget
- Integrate Transactions to Project Costing
- Process Facilities and Administrative Costs
- Recognize Revenue
- Monitor Compliance & Provide Oversight
- Setup and Manage Cost Sharing
- Setup Contract and Bill Plan
- Manage Sub-awards
- Maintain Award
- Generate Cost Reimbursable Invoicing
- Generate Letter of Credit Draws
- Generate Prepaid, Scheduled Fixed Bills
- Perform Billing Adjustments
- Track and Apply Payments



- Maintain Accounts Receivable
- Exception and collection processing
- Define billing and receivables workflows
- Perform Grants Management Reporting
- Award Closeout

Any subsequent changes to scope, staffing, and/or fees and expenses as it relates to this engagement may be handled through additional change orders between UCF and Huron management. UCF management is defined as Elizabeth Dooley, Elizabeth Klonoff, and Kathy Mitchell. Huron management is defined as Jen Pavelec, or any other Huron Managing Director.

## Implementation Methodology Phase Overview

We utilize a phased approach that ensures a successful transition between current and future states, from analysis through development, testing, and implementation. We focus on ensuring that the right resources and appropriate knowledge base are brought to the engagement to ensure a successful implementation. Our implementation methodology happens over a series of seven phases. We understand UCF is already underway with the Next Gen project and will adjust the activities within each phase to account for work already completed.



- **Initiate:** Huron will conduct an abbreviated “Initiate” phase, leveraging the existing Next Gen deliverables, such as the project charter, while leveraging the work of the Program Governance. The team will confirm scope, resources, and project plan.
- **Analyze:** Due to the work already completed, the team will complete an expedited business process analysis, conduct a fit-gap analysis, review the existing Decisions, Action Plans, and Parking Lot inventory, and prototype the Grants Management suite.
- **Design:** Here, we use requirements identified in prior phases and compare them against the existing system design. The team will confirm the configuration delivered by Attain, generate functional specifications for modifications and conversion, and understand integrations with the Huron Research Suite’s Grants and Agreements modules. We also develop high-level training approaches for both functional and technical staff.
- **Develop:** During the develop phase, design objectives guide us in configuring and building the system that will be prepared and used for testing. We will work with the client’s technical team to ensure the environments incorporate the expected design items. Also, conversion plans and toolkits are established, and training plans are crystalized.
- **Test:** Huron will align our testing approach with UCF’s existing framework for production enhancements. The developed systems are tested both functionally and technically to ensure that



the transition to a desired future state is as seamless as possible. Testing results are thoroughly analyzed, and a joint decision of whether to move forward with the project is made.

- **Implement:** Once the system has been verified as acceptable in accordance with the documented specifications through testing, Huron will transition to UCF ownership of the PeopleSoft system. Huron will provide assistance with the deployment of training materials, execute steps in the conversion and cutover approach as planned, and transition ownership of system responsibilities to client resources.
- **Support:** Post go-live, Huron will provide an assessment of the new functionality, finalize the knowledge transfer, and verify that the system is stable and functioning to stakeholders' satisfaction. Any outstanding issues will be resolved, and final summary reports will be produced detailing recommendations moving forward, foreseen challenges, and lessons learned.

## High Level Project Plan Timeline

This table provides a high level description of the key activities and deliverables within each phase of the methodology. While we understand that every engagement is different, this chart includes possible timelines for each phase. Keep in mind that implementations tend to be iterative, especially during the Design, Develop, and Test phases. This can also impact the estimated timeline.

For this engagement, the phases and estimated timelines will be adjusted to meet the UCF project Wahoo and Next Gen go live in November 2019. The "Initiate" and "Analyze" phases will be shortened to account for the previous work already completed by Attain and UCF.

| Phase Summary   | Activities  | Deliverables   |
|---|---|--|
| <p><b>Phase 1: Initiate</b></p> <p>Confirm resources, scope, and timeline of the project:</p> <p><b>Estimated Time:</b> 0-2 Weeks</p> | <ul style="list-style-type: none"> <li>• Confirm resource plan and budget</li> <li>• Review and maintain a project plan/timeline</li> <li>• Onboard the team</li> <li>• Confirm roles and responsibilities/ governance structure</li> </ul>   | <ul style="list-style-type: none"> <li>• Project Budget and Resource Plan</li> <li>• Project Org Chart</li> <li>• Project Plan/Calendar</li> </ul>   |
| <p><b>W Phase 2: Analyze</b></p> <p>Meet with stakeholders to review requirements:</p> <p><b>Estimated Time:</b> 1-2 months</p>       | <ul style="list-style-type: none"> <li>• Confirm requirements</li> <li>• Execute fit-gap design sessions and develop documentation</li> <li>• Review RICE inventory</li> <li>• Conduct expediated business process review</li> <li>• Prioritize report and process inventory</li> <li>• Review the initial conversion approach, identify data validation</li> </ul> | <ul style="list-style-type: none"> <li>• Conversion Approach Document</li> <li>• Initialized Future Business Process Documentation</li> <li>• End of Phase Checkpoint</li> <li>• RICE Inventory</li> </ul> |

| Phase Summary  | Activities  | Deliverables   |
|--|---|--|
|  | and reconciliation reports and responsibilities.  |  |
| <p><b>Phase 3: Design</b></p> <p>Plan out the future state by holding design sessions, creating functional specification and / or approach documents, and documenting what configuration will look like. Adjust continuously based on feedback:</p> <p><b>Estimated Time:</b> 1-2 months</p> | <ul style="list-style-type: none"> <li>• Develop future state BP documentation</li> <li>• Create Functional Design documents</li> <li>• Execute future state review sessions</li> <li>• Review and obtain approval for RICE designs</li> <li>• Log deferred RICE items</li> <li>• Complete configuration design documentation</li> <li>• Configure Dev environment</li> <li>• Finalize the conversion plan</li> <li>• Define security roles and use access for Grants line</li> </ul>   | <ul style="list-style-type: none"> <li>• Configuration Workbook</li> <li>• Conversion Execution and Validation Plan</li> <li>• Functional Design Specifications</li> <li>• Finalized Future Business Process Documentation</li> <li>• Master Conversion Mapping Document</li> <li>• Mock Conversion Purpose Documentation</li> <li>• Updated Functional Design Specifications</li> <li>• Security roles and user access matrix</li> </ul>                            |
| <p><b>Phase 4: Develop</b></p> <p>Begin configuring and developing test case scenarios and scripts to test this configuration, and for data conversion:</p> <p><b>Estimated Time:</b> 2-3 months</p>   | <ul style="list-style-type: none"> <li>• Design a Test Strategy and Plan</li> <li>• Build a Test Case Matrix for data conversion and functionality</li> <li>• Build test scripts</li> <li>• Execute unit testing</li> <li>• Build RICE items in a development environment</li> <li>• Configure test environments</li> <li>• Design a cutover approach</li> <li>• Develop a batch schedule</li> <li>• Develop and test conversion programs and conversion data validation reports</li> <li>• Resolve all unit testing defects</li> </ul> | <ul style="list-style-type: none"> <li>• Batch Process Schedules</li> <li>• Configured Environments</li> <li>• Conversion Issue List</li> <li>• Functional Unit Test Scripts</li> <li>• Test Case Matrix</li> <li>• Test Strategy and Plans</li> <li>• Test Scripts</li> <li>• Updated Technical and Functional Design Specifications</li> <li>• Conversion data validation reports and queries</li> </ul>   |
| <p><b>Phase 5: Test</b></p> <p>Evaluate how the system's design and conversion processes meet requirements; evaluate the readiness for implementation:</p> <p><b>Estimated Time:</b> 3-4 months</p>  | <ul style="list-style-type: none"> <li>• Hold Testing Kickoff Presentation</li> <li>• Execute All Phases of Testing</li> <li>• Evaluate Test Results</li> <li>• Signoff on Testing</li> <li>• Design a Detailed Cutover Plan</li> <li>• Test and Validate Conversion Data</li> <li>• Execute Mock Conversions</li> <li>• Resolve and Test all Defects with remediation via business process workaround or pre- or post- go live development</li> </ul>  | <ul style="list-style-type: none"> <li>• Conversion Scorecard Results</li> <li>• Cutover Approach Document</li> <li>• Cutover Plan and Checklist</li> <li>• Defect Log and Progress with remediation plan</li> <li>• Entry and Exit Acceptance Criteria</li> <li>• Mock Conversion Test Schedule</li> <li>• Test Result Documentation</li> <li>• User acceptance testing sign-off documents</li> <li>• User data conversion validation sign-off documents</li> </ul> |



| Phase Summary  | Activities  | Deliverables   |
|--|---|--|
|  | <ul style="list-style-type: none"> <li>Assist UCF in preparing training materials</li> </ul>  |  |
| <p><b>Phase 6: Implement</b></p> <p>Convert data, execute cutover, and Go-Live with new functionality:</p> <p><b>Estimated Time:</b> 1 month</p> | <ul style="list-style-type: none"> <li>Configure the production environment</li> <li>Execute conversion</li> <li>Execute the cutover checklist</li> <li>Facilitate the Go/No-Go decision</li> </ul> | <ul style="list-style-type: none"> <li>Configured Production Environment</li> <li>Go/No-Go Decision</li> <li>User and Management Sign-Off Documentation</li> </ul>   |
| <p><b>Phase 7: Support</b></p> <p>Provide post Go-Live support by troubleshooting issues:</p> <p><b>Estimated Time:</b> 2 months</p>             | <ul style="list-style-type: none"> <li>Provide Functional Support as needed</li> <li>Troubleshoot Issues</li> <li>Complete Knowledge Transfer to Client Resources</li> </ul>                        | <ul style="list-style-type: none"> <li>Conversion Results Documentation</li> <li>Knowledge Transfer Plan</li> <li>Log of all Post-Conversion Updates, Corrections, and Changes</li> <li>Issues and action log</li> </ul> |

## Engagement Assumptions

- This engagement work will begin on December 10, 2018.
- Huron will be responsible for driving the Grants Management suite implementation and will partner with the Office of Research and Finance and Administration areas, specifically Financials Support Services and CoA leadership.
- Estimated completion of work is December 20, 2019. This provides for go-live and post-go-live support for various functionality that will be moved to production in November 2019.
- UCF employees with the appropriate knowledge of the current business environment and information systems will be made available, as needed.
- The project's success and ability to stay within the defined timeline is based on UCF Subject Matter Experts being readily available to provide requirements, review functionality & provide general support during testing efforts.
- UCF's Office of Research has provided the directive to implement a vanilla instance of PS Grants Management suite, limiting modifications, and is committed to adjusting business processes to avoid unnecessary system customizations.
- Leadership will make timely decisions around issues that impact scope, budget, and/or timeline.
- Huron methodology will be used to implement the Grants Management suite, including project plan, implementation terms, status reporting, and templates provided by Huron.
- Grants Portal is not considered in scope of this engagement.
- Rework necessary for the delayed Chart of Account (COA) Redesign project is included in this estimate.
- This project will fall under the overall Program Governance in place to manage the Next Gen, Wahoo, and HCM initiatives.
- Whenever possible, Huron will leverage the existing deliverables produced by Attain and the UCF staff. If the business processes, configuration, or design does not adhere to best practices, Huron may recommend changes or rework in order to align to the guiding principles for a vanilla implementation.

- UCF will provide core functional resources to the team, specifically from the Office of Research, to assist in the development of deliverables including, but not limited to, business process documentation, functional specifications, test scripts, test execution, conversion data validation and reconciliation, conversion cleanup tasks, etc.
- Interfaces from systems external to PeopleSoft Financials will be limited to one inbound interface from UCF's planned HRS Grants and Agreements modules for the purpose of loading basic proposal data necessary for the PeopleSoft Grants Suite Solution.
- The project will be primarily performed on site at UCF's main project location in Orlando, Florida. Huron team members will also work remotely in their respective Huron office locations throughout the engagement. Huron and UCF Project Management will work together to determine the proper approach to manage external resource travel consistent with the estimated budget. UCF and Huron will plan and communicate the on-site/remote schedule for consulting resources based on project needs and budget.
- Huron assigned team members will typically work 40 hours per week on the project, typically on-site from Monday through Thursday and offsite on Fridays. Huron will make arrangements to work on-site on a Friday if specifically requested by the UCF management.
- The security roles established to support the Grants modules will be limited in scope to the modules and business processes implemented and will be consistent with the existing UCF system approach and standards. Huron will assist in the initial design and development of all security roles; however, UCF will be responsible for the administration of PeopleSoft security.
- Huron is not responsible for unforeseen errors or delays caused by software application 'bugs.'
- Huron is not responsible for training or performance of UCF staff or external contractors hired by UCF.
- UCF will provide ample dedicated and appropriately skilled technical resources to support the continuing development, troubleshooting and resolution of technical issues.
- A formal change control process will be required to contain project scope and project cost.
- Besides understanding system functionality, Huron will provide business process expertise that allows the team to guide business process discussions & requirements.
- UCF will provide the technical infrastructure and should already be in place. Appropriate Development, Configuration and Test Instances will be made available and security accessible to the Huron team.
- UCF technical team will be responsible for maintaining and refreshing the PeopleSoft Instances as needed.
- The project's Communications Strategy and Plan will be executed by UCF and be revised to facilitate organization alignment with new processes and systems.
- UCF and Huron will work jointly on training course development and all logistics related to scheduling and execution of training courses. Business process review, testing scripts, and other work products will be used as the starting point for content.
- Huron leadership will be included in discussions about changes in the timeline that will result in additional time to this engagement.
- Subject to the requirements of any applicable privacy laws, UCF will provide reasonable access to existing planning, policy, procedures and process flows, technical infrastructure, application architecture, interface architecture, data model design, reporting inventory, organization charts, job descriptions, documentation will be provided to the project team and will be used as the basis for preparing for the initial planning and information gathering sessions.

## UCF Responsibilities

In connection with our provision of Services, the timely success of the project hinges on UCF's ability to perform the tasks, provide personnel and resources, and undertake the responsibilities specified in the Agreement and as set forth below:

- You will provide overall project coordination for scheduling, prioritization of deliverables, cost and schedule tradeoffs, change control approvals, and design decisions.



- 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. For purposes of this engagement, it will be Dorothy Yates, Associate Vice President for Research Administration and Dorann Mullins, Associate Director, Financials Systems & Technology.
- You will provide the technical resources needed to leverage/re-use, and make production ready the modifications, reports, interfaces, and conversion programs needed for Grants Management.
- You will provide business analyst resources to assist with documenting system requirements, assist in the training of end users, and complete testing.
- You will orchestrate the involvement of the appropriate subject matter experts (functional and technical) as needed.
- You will assign trained technical and system analyst resources to document technical requirements, write test cases, and configure requirements for which you are responsible.
- You will be responsible for reviewing, accepting, and maintaining all requirements documentation.
- You will execute testing jointly with Huron for integrated end-to-end testing and conversion testing. UCF will execute all end user acceptance testing with Huron supporting the testing efforts. Huron will lead the testing efforts across all phases.
- You will define the training and communication strategy, delivering appropriate messaging and materials to the end user community.
- You will be responsible for the successful completion of the project.

| Grant Management Implementation & Improvements |                 |   |
|--|-----------------|---|
| Role   | Time Commitment | Responsibilities  |
| UCF Project Manager                            | 0.1 FTE         | <ul style="list-style-type: none"> <li>• Drive project activities, ensuring adherence to project budget and timeline</li> <li>• Escalate risks and proposed changes in scope to project sponsors</li> <li>• Manage project communication and meeting setup</li> </ul>   |
| UCF Business Analyst                           | 2.0 FTE         | <ul style="list-style-type: none"> <li>• Participate in project meetings</li> <li>• Develop necessary design documentation</li> <li>• Reconcile data conversions</li> <li>• Write and execute test scripts</li> <li>• Assist with training of end users</li> <li>• Provide Tier 1 support for system end users</li> </ul>   |
| UCF Developer                                  | 1.5 FTE         | <ul style="list-style-type: none"> <li>• Development and unit testing of any new modifications or retrofit of existing customizations</li> <li>• Development of programs, staging tables, and / or templates related to conversion into the Grants Management module and downstream modules (KK, PC, AR, BI, CA)</li> <li>• Development of new or retrofit reports</li> </ul> |

| Grant Management Implementation & Improvements |                 |   |
|--|-----------------|---|
| Role   | Time Commitment | Responsibilities  |
| UCF Grants Business Owner                      | 0.2 FTE         | <ul style="list-style-type: none"> <li>• Provide strategic direction for the PS Grants implementation</li> <li>• Review and sign off on key project deliverables, entrance / exit criteria</li> <li>• Contribute internal resources to the project</li> <li>• Serve as a change agent and project champion</li> <li>• Align business organization to meet system needs</li> <li>• Set the priority for system-related activities in conjunction with the project team</li> <li>• Determine the business area's readiness for individual project activities</li> </ul>   |
| UCF Grants Business Team                       | 1.5 FTE         | <ul style="list-style-type: none"> <li>• Provide business knowledge and insight to the team</li> <li>• Contribute to meetings, representing the business requirements</li> <li>• Review key deliverables, provide input into the future state</li> <li>• Participate in fit-gap, design, development discussions as the business customer</li> <li>• Conduct user acceptance testing, review defects, and understand work-around solutions</li> <li>• Actively participate in conversion validation, coordinate conversion cleanup activities, and review conversion results</li> <li>• Identify key stakeholders, targeted audiences, and review change management approach</li> <li>• Assist with training the end users</li> </ul> |

The successful delivery of our Services, as well as the fees that we charge, are dependent upon (i) your timely and effective completion of your responsibilities, (ii) the accuracy and completeness of the assumptions set forth above, and (iii) timely decisions and approvals by your management. You will be responsible for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out your responsibilities.

## Our Services and Staffing

Huron will partner with UCF to lead and drive the PS Grants Suite implementation and coordinate with the CoA and HRS teams. Our Services will include:

- Project Management support for this project, with on-site resources. We will develop the work plan, lead meetings, communicate status reporting content, manage budget and resources, and communicate directly with the project sponsor.
- Core project Services, which may include assistance in defining industry best-practice business processes, capturing functional requirements, and coordinating / executing both testing and training activities. Furthermore, we will partner with you during the implementation to create change management and communication plans to ensure smooth adoption by the University's end users.

## Fees and Expenses

Our Services will be provided on a fixed-price agreement with an additional discount as a prepaid contract. Out of pocket expenses (including transportation, lodging, meals, supplies, technology, etc.) are included in the fixed price cost and will not be invoiced separately.

| Huron Grants Management Implementation & Improvements |                  |            |            |       |
|---|------------------|------------|------------|-------|
| Level/Role  | Name             | Start Date | End Date   | Hours |
| Managing Director                                     | Jen Pavelec      | 12/10/2018 | 12/20/2019 | 115   |
| Manager   | Tracey Hennemann | 12/10/2018 | 12/20/2019 | 1,694 |
| Analyst   | Celanire Flagg   | 12/10/2018 | 12/20/2019 | 2,704 |

Total cost for this engagement is **\$952,658**.

To the extent that UCF elects to use Huron for additional work outside the scope of the Services as set forth in this SOW, Huron will document the additional work in a mutually agreeable addendum to this SOW or Change Order. For such additional work, Consultant will bill UCF on an hourly basis based on the actual hours worked and the following hourly billing rates that are inclusive of expenses:

| Huron Resource Level | Rates Inclusive of Travel                       | LTA Rate Inclusive of Travel |
|----------------------|---|------------------------------|
| Managing Director    | \$410-\$455                                     | \$450-\$495                  |
| Sr. Director         | \$370-\$410                                     | \$410-\$450                  |
| Director             | \$335-\$370                                     | \$375-\$410                  |
| Manager              | \$270-\$335                                     | \$310-\$375                  |
| Sr. Associate        | \$240-\$270                                     | \$280-\$310                  |
| Associate            | \$220-\$240                                     | \$260-\$280                  |
| Analyst              | \$205-\$220                                     | \$245-\$260                  |
| Programmer           | \$205-\$220                                     | \$245-\$260                  |
| Shadow               | \$35 for 8 weeks, then full rate based on level | N/A                          |

## Payment Terms

Upon execution of this SOW, Huron will submit an invoice for \$952,658.00, with payment terms of net thirty (30) days from the date of invoice.

Amounts that remain outstanding for more than 20 days (past due), will be subject to an interest charge of 0.5% per month from the date of the invoice. We reserve the right to suspend Services if 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 reasonable out of pocket costs of collection for overdue invoices.

We understand that our bills should be sent electronically to:

Chad Macuszonok  
[Chad.Macuszonok@ucf.edu](mailto:Chad.Macuszonok@ucf.edu)

Christine Meholic  
[Christine.Meholic@ucf.edu](mailto:Christine.Meholic@ucf.edu)





Please indicate your agreement 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 project. You can be assured that it will receive our close attention.

**ACKNOWLEDGED AND ACCEPTED:**

**HURON CONSULTING SERVICES LLC**

**University of Central Florida Board of Trustees**

|                    |                    |
|--------------------|--------------------|
| <b>Signed by:</b>  | <b>Signed by:</b>  |
| <b>Print Name:</b> | <b>Print Name:</b> |
| <b>Title:</b>      | <b>Title:</b>      |
| <b>Date:</b>       | <b>Date:</b>       |





# **Statement of Work**

**BETWEEN**

**UNIVERSITY OF CENTRAL FLORIDA BOARD OF  
TRUSTEES**

**AND**

**HURON CONSULTING SERVICES LLC**

**PROGRAM MANAGEMENT OFFICE**

November 30, 2018

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STATEMENT OF WORK  
BETWEEN  
UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES  
AND  
HURON CONSULTING SERVICES LLC

This is a Statement of Work (“SOW”) entered into pursuant to the Preferred Supplier Agreement for Business Administrative Systems Support Services between University of Central Florida Board of Trustees and Huron Consulting Services LLC dated \_\_\_\_\_ .

## Objectives and Scope

The University of Central Florida has several large projects underway to support the comprehensive vision of an enhanced Research Administration office that can meet the Collective Impact Strategic Plan goal of doubling research awards to \$250 million by 2020. Two projects are ongoing, specifically the Wahoo and Next Gen projects, each with their own governance, project team, and management structure. Wahoo is implementing a new organizational structure, change management, and deploying the Huron Research suite (“eRA”). The Next Gen project includes the implementation of the full PeopleSoft Grants Management suite and a new chart of accounts (“CoA”) structure as well as smaller enhancements to the PS 9.2 Financial system. UCF anticipates a third project to address the impact of the CoA changes to the Human Resources (“HR”) system. All projects were originally scheduled to complete by July 2019.

Based on a recent Quality Assurance (“QA”) assessment, the Next Gen project, specifically the Grant Management and CoA deployments, had been categorized as “at serious risk” for meeting its goals and objectives by the targeted July 2019 date. The QA assessment cited several contributing factors, most notably a lack of unifying governance between the Wahoo and Next Gen projects. UCF contracted with Huron for 8 weeks to provide consulting resource(s) to develop and oversee a Program Management Office (“PGMO”) responsible for unifying the Wahoo, Next Gen, and any further initiatives in support of the Collective Impact Strategic Plan. The newly established PGMO is be responsible for assisting with enacting the action plans outlined in the Next Gen QA assessment. Huron understands the objective for this engagement is to provide consulting resources to continue the oversight of the PGMO in the delivery of the Wahoo and Next Gen projects.

University leadership is committed to a successful program and providing a clear path ahead for the Wahoo and Next Gen projects. The consulting resources under this agreement will report directly to the Provost Office and be empowered to oversee and enforce program management decisions in conjunction with the Executive Steering Committee. These mechanisms will provide oversight and balance for the overall program.

The following items are included in engagement scope:

| Area                      | Scope  |
|---------------------------|--|
| Program Management Office | <ul style="list-style-type: none"> <li>• Oversight of Program Management Office in the delivery of the Wahoo and Next Gen projects</li> <li>• Program reporting including status, risks and issues, and budget</li> <li>• Development of standardized management tools including charter, project plan, and timeline</li> <li>• Timely communication of status and escalation of risks and issues to the Executive Steering Committee</li> <li>• Serve as an escalation point for the Wahoo and Next Gen projects</li> </ul> |

## UCF Responsibilities

In connection with our provision of Services, the timely success of the project hinges on your ability to perform the tasks, furnish the personnel, provide the resources, and undertake the responsibilities specified in the Agreement and as set forth below:

- You will provide overall project coordination for scheduling, prioritization, cost and schedule tradeoffs, change control, and design decisions.
- You will provide project governance by maintaining a Program Executive Steering Committee that will ensure alignment with overall UCF business strategy and escalate concerns to program governance, when appropriate.
- You will provide regular access to UCF leadership to report status and get input on key decisions required to move forward to successfully complete our services.
- You will orchestrate the involvement of the appropriate subject matter experts as needed.
- You will address concerns with resources, skill sets, and staffing directly with the Program Manager.
- You will be responsible for the successful completion of the project.

The successful delivery of our Services, as well as the fees that we charge, are dependent upon (i) your timely and effective completion of your responsibilities, (ii) the accuracy and completeness of the assumptions set forth above, and (iii) timely decisions and approvals by your management. You will be responsible for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out your responsibilities.

## Our Services and Staffing

Huron will provide resources to support the Program Management Office. For this engagement our Services will include:

- Project Management support for the program, with on-site resources. We will develop the work plan, lead meetings, establish status reporting content, manage budget and resources, and communicate directly with the Executive Sponsor.
- Oversight for the Wahoo and Next Gen projects, along with any additional initiatives identified as part of the overall program.

Huron management will consist of repeated review of service delivery. 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.



## Fees and Expenses

Our Services will be provided on a fixed-price agreement with an additional discount as a prepaid contract. Out of pocket expenses (including transportation, lodging, meals, supplies, technology, etc.) are included in the hourly rate and will not be invoiced separately.

| Program Management Office |           |            |            |       |
|---------------------------|-----------|------------|------------|-------|
| Level/Role                | Name      | Start Date | End Date   | Hours |
| Director                  | Cara Grib | 12/10/2018 | 12/20/2019 | 1,960 |
| Associate                 | TBD       | 12/10/2018 | 12/20/2019 | 2,064 |

Total cost of this engagement is **\$912,040**.

To the extent that UCF elects to use Huron for additional work outside the scope of the Services as set forth in this SOW, Huron will document the additional work in a mutually agreeable addendum to this SOW or Change Order. For such additional work, Consultant will bill UCF on an hourly basis based on the actual hours worked and the following hourly billing rates that are inclusive of expenses:

| Huron Resource Level | Rates Inclusive of Travel                       | LTA Rate Inclusive of Travel |
|----------------------|---|------------------------------|
| Managing Director    | \$410-\$455                                     | \$450-\$495                  |
| Sr. Director         | \$370-\$410                                     | \$410-\$450                  |
| Director             | \$335-\$370                                     | \$375-\$410                  |
| Manager              | \$270-\$335                                     | \$310-\$375                  |
| Sr. Associate        | \$240-\$270                                     | \$280-\$310                  |
| Associate            | \$220-\$240                                     | \$260-\$280                  |
| Analyst              | \$205-\$220                                     | \$245-\$260                  |
| Programmer           | \$205-\$220                                     | \$245-\$260                  |
| Shadow               | \$35 for 8 weeks, then full rate based on level | N/A                          |

## Payment Terms

Upon execution of this SOW, Huron will submit an invoice for \$912,040.00, with payment terms of net thirty (30) days from the date of invoice.

Amounts that remain outstanding for more than 20 days (past due), will be subject to an interest charge of 0.5% per month from the date of the invoice. We reserve the right to suspend Services if 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 reasonable out of pocket costs of collection for overdue invoices.

We understand that our bills should be sent electronically to:

Provost Elizabeth Dooley  
[Elizabeth.dooley@ucf.edu](mailto:Elizabeth.dooley@ucf.edu)

Dania Suarez  
[Dania@ucf.edu](mailto:Dania@ucf.edu)

Please indicate your agreement 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 project. You can be assured that it will receive our close attention.

**ACKNOWLEDGED AND ACCEPTED:**

**HURON CONSULTING SERVICES LLC**

**University of Central Florida Board of Trustees**

|                                     |                    |
|-------------------------------------|--------------------|
| <b>Signed by:</b>                   | <b>Signed by:</b>  |
| <b>Print Name: Jennifer Pavelec</b> | <b>Print Name:</b> |
| <b>Title: Managing Director</b>     | <b>Title:</b>      |
| <b>Date:</b>                        | <b>Date:</b>       |



# **Statement of Work**

**BETWEEN**

**UNIVERSITY OF CENTRAL FLORIDA BOARD OF  
TRUSTEES**

**AND**

**HURON CONSULTING SERVICES LLC**

**CHART OF ACCOUNTS**

November 30, 2018

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STATEMENT OF WORK  
BETWEEN  
UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES  
AND  
HURON CONSULTING SERVICES LLC

This is a Statement of Work (“SOW”) entered into pursuant to the Preferred Supplier Agreement for Business Administrative Systems Support Services between University of Central Florida Board of Trustees and Huron Consulting Services LLC dated \_\_\_\_\_ .

## Objectives and Scope

As part of its Next Gen Wahoo initiatives, the University of Central Florida has several large projects underway including the redesign and implementation of its PeopleSoft Chart of Accounts. The objective of the Chart of Accounts redesign is multifaceted. The redesigned CoA aligns with best practice in higher education and optimizes fund, program, organizational and activity financial management in a multidimensional chart structure as delivered in PeopleSoft. It aligns with, and optimizes, functionality delivered in the financial modules including accounting for UCF’s sponsored programs. UCF engaged Huron in November 2017 to provide guidance and assistance with the redesign of the Chart of Accounts. Huron’s CoA design project was focused on developing an understanding of financial management and reporting need across the institution and establishing an intended Chart of Accounts structure that detailed Chartfield definition and usage criteria. Upon completion of the CoA design phase in early 2018, UCF Finance and Administration took ownership of next steps in the CoA transition effort. This includes the development of detailed Chartfield values and hierarchies, mapping (translating) current Chartfield combinations to the redesigned structure and values, and, designing and implementing business process, report, integration and system configuration updates to adopt the redesigned CoA. Due to competing needs, progress on the completion of tasks necessary to transition to the redesigned CoA have stalled. UCF seeks Huron’s assistance in providing project coordination and leadership, and advisory guidance and support in connection with key elements of the implementation.

The following items are included in engagement scope:

| Area                | Scope   |
|---------------------|---|
| CoA Project Manager | <ul style="list-style-type: none"><li>• Manage the overall COA project as a representative of the UCF Finance team. CoA PM will partner with the FSS lead to manage the project plan, scope, set up the tasks, and manage against the plan</li><li>• Serve as the driver / liaison between FSS and Finance</li><li>• Provide advisory assistance and support to develop key business requirements and processes and work with campus outreach to ensure collaboration and buy-in from the community</li><li>• Execute and manage tasks in the CoA project plan, working closely with the Finance staff</li><li>• Coordinate with central finance, research, human resources, and campus departments on the CoA deployment</li></ul> |

| Area           | Scope   |
|----------------|---|
| Reporting Lead | <ul style="list-style-type: none"> <li>• Define the reporting scope and strategy</li> <li>• Identify, prioritize, and define the report inventory and assist with identifying deployment technology</li> <li>• Develop an approach and plan for defining reports, report layouts, etc.</li> <li>• Liaison with campus to collect and prioritize reporting requirements</li> </ul> |

## Assumptions

Huron's willingness to participate in this project is dependent upon UCF's execution of its obligations as described in this Statement of Work, as well as the following assumptions:

1. The planned project scope, approach, deliverables, duration, and staffing outlined in this SOW will be maintained throughout the duration of the project.
2. Huron will not be responsible for delivery of other key UCF initiatives that are not related to the scope of work defined herein. Huron will also not be responsible for the impacts to the project timeline that result from these other initiatives.
3. CoA project will follow UCF's current program management structure and be included in the governance structure to ensure accountability for both parties to complete required activities in order to meet the timeline identified in this plan.
4. CoA project will work with the established a program governance process to resolve project issues on a timely basis. Both parties will proactively identify issues, escalate through the appropriate channels, and recommend solutions.
5. UCF and Huron Project Management will meet regularly (but at least weekly) to review Project progress, review and approve key work products and deliverables, report status, resolve issues encountered by the Project teams, identify issues to escalate to the Advisory Council, provide guidance to the project team and end user community, and mobilize efficient use of project resources.
6. UCF will make reasonable efforts to obtain full and active support from executive and management staff in each department affected by project activities. Active support may include facilitation of communications, participation in meetings, and utilization of dedicated resources to fulfill commitments outlined in the Resource Plan.
7. UCF leads will partner with the Huron leads to jointly lead the project teams.
8. UCF will manage relationships with associated constituencies, including, but not limited departments, advisory committees, and external partners.
9. UCF will work with Huron to manage the team in an efficient and effective manner and mobilize the internal and external resources needed to complete the project.
10. UCF will review and approve all key decisions related to this project, including the timing related to the project go-live.
11. UCF will work with Huron to develop deliverables and work products assigned in the Project work plan.



12. Biweekly project status reports will be created and presented during the Advisory Council and Executive Steering Committee meetings, by each lead, or by Program Manager. Weekly status reports will be provided during the weekly Program Coordination checkpoint.
13. UCF will provide access to existing planning, policy, procedures and process flows, technical infrastructure, application architecture, interface architecture, data model design, reporting inventory, organization charts, job descriptions, documentation will be provided to the Project team
14. The project will be performed primarily on site at UCF's offices in Orlando, FL.
15. A work environment (desk, telephone, internet access, printer access) will be provided for Huron personnel.
16. UCF will provide qualified personnel to serve in positions specified on the Resource Plan.
17. UCF employees with the appropriate knowledge of the current business environment and information systems will be made available as needed and will be committed to active participation in all project work sessions in accordance with the project plan and schedule.
18. The end user community will be available when needed to provide information, define requirements, and review work products.
19. UCF will make reasonable efforts to provide prompt access to additional resources to support specific work stream activities. These resources may include:
  - Provide backfill for UCF employees required to complete project activities and deliverables.
  - Timely access to additional workspace and equipment such as computer terminals, telephones and lines.
20. UCF will make reasonable efforts to provide a reasonably stable workforce throughout the duration of the program and, in particular, the staff in critical processing departments such as, but not limited to, HR, payroll, and related finance units.
21. UCF and Huron will jointly determine when to onboard the reporting resource based on the project initiation and timeline.
22. UCF will give Huron two-weeks' notice to request a resource be removed from the project to allow for adequate time to identify a mutually agreed upon replacement and allow for knowledge transfer and transition activities.
23. Huron will typically work 32 - 40 hours per week from Monday through Thursday. Huron personnel will work 4 days a week at UCF and be available remotely on Fridays.
24. The project timeline assumes UCF will need CoA support through July 2020 or thirty (30) days after CoA deployment, whichever occurs first.
25. UCF will be responsible for estimating and implementing technical tasks to redesign and implement changes to external systems impacted by the PeopleSoft Chart of Accounts redesign.
26. UCF will lead the development of all test planning, monitoring documentation and track progress of all phases and cycles of testing for the Project.
27. UCF will be responsible for conducting User Acceptance Testing.
28. At least two mock cutover cycles will be conducted in preparation for go-live readiness.

29. Existing roles and permission lists will be leveraged where possible to meet future state business and design requirements.
30. UCF will be responsible for the implementation and administration of all PeopleSoft and non-PeopleSoft security including all security related to databases, networks, files, operating systems, and any third-party security systems or protocols.
31. UCF resources will be responsible for the development of detailed Chart of Account values, as well as a complete mapping of old and new ChartField values. Huron will provide guidance and advisory support to facilitate the Chart of Account mapping. UCF will also be responsible for developing a cross walk tool for ease of end user translation upon go-live.
32. The combined project team will provide guidance and support in the development of a detailed Project cutover plan. UCF will provide a dedicated resource to oversee the execution of all system cutover activities.
33. UCF and Huron will jointly rationalize the existing PeopleSoft report inventory to align with the University Controller's office.
34. UCF will provide the priorities for the reporting needs based on external reporting requirements, central management reporting, and campus reporting needs.
35. UCF will be responsible for all technical development required of the Financial Data Mart, including the conversion and development of new reporting functionality. Huron will provide advisory services and assist in identifying the business requirements for new reporting within the Financials Data Mart.
36. UCF and Huron will jointly review the report inventory and prioritize the reports based on estimated effort for each report. Total reporting effort including the development of report inventory, requirements definition, development of functional and technical specifications and objects, and testing will not exceed eight (8) total months.
37. Huron is not responsible for unforeseen errors or delays caused by software application 'bugs'. Potential delays incurred by the Project, due to infrastructure, application, or architectural problems have not been incorporated into the scope of work.
38. UCF is responsible for the development lifecycle standards, including documentation, tools, code promotion, and change management procedures.
39. All development data or development program objects will be stored and manipulated in the UCF Design/Development PeopleSoft Upgrade environment. UCF will support the timely migration of any development objects as required.
40. UCF will make reasonable efforts to ensure a stable UCF computer systems environment with minimal downtime, throughout the project.
41. UCF will develop and execute an environment plan. This includes establishing multiple instances of existing version of PeopleSoft applications and new PeopleSoft environments to perform a successful implementation.
42. UCF is responsible for acquisition and installation of any third party (i.e. Exadata, printers, faxes, etc.) hardware and software compatible with PeopleSoft's application architecture.
43. UCF is responsible for procuring and installing hardware/software to meet PeopleSoft 9.2, load balancing and UCF disaster recovery requirements. At minimum, the new architecture will mimic existing disaster recovery requirements.



44. UCF will complete any enterprise wide architecture changes with potential to have a major impact on PeopleSoft production architecture.
45. VPN access to UCF's data and applications will be established and maintained throughout the duration of the project for Huron team members to work remotely.
46. The project's Communication Strategy and Plan will be developed jointly by Huron and UCF, and executed by UCF.
47. The project assumes the training rollout across the organization will be a "train the trainer" delivery approach.
48. UCF will be responsible for training material development and all logistics related to scheduling and execution of training courses.

## UCF Responsibilities

In connection with our provision of Services, the timely success of the project hinges on your ability to perform the tasks, furnish the personnel, provide the resources, and undertake the responsibilities specified in the Agreement and as set forth below:

- You will provide overall project coordination for scheduling, prioritization, cost and schedule tradeoffs, change control, and design decisions.
- You will provide project governance by maintaining a Program Executive Steering Committee that will ensure alignment with overall UCF business strategy and escalate concerns to program governance, when appropriate.
- You will provide regular access to UCF leadership to report status and get input on key decisions required to move forward to successfully complete our services.
- You will orchestrate the involvement of the appropriate subject matter experts as needed.
- You will address concerns with resources, skill sets, and staffing directly with the Program Manager.
- You will be responsible for the successful completion of the project.

The successful delivery of our Services, as well as the fees that we charge, are dependent upon (i) your timely and effective completion of your responsibilities, (ii) the accuracy and completeness of the assumptions set forth above, and (iii) timely decisions and approvals by your management. You will be responsible for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out your responsibilities.

## Our Services and Staffing

Huron will provide resources to support the Chart of Accounts project. For this engagement our Services will include:

- Project Management support for the project, with on-site resources. We will develop the work plan, lead meetings, establish status reporting content, manage budget and resources, and communicate directly with the Program Manager. The Project Manager will work with the University Controller's office to complete the business tasks and serve as a liaison to the campus community, assisting the campus with CoA readiness.
- Reporting support for eight (8) months of the project, with on-site resources. The reporting resource will work closely with the University Controller's office to prioritize external, internal, and campus reporting needs. The reporting resource will assist with campus outreach for reporting needs.



Huron management will consist of repeated review of service delivery. 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.

## Fees and Expenses

Our Services will be provided on a fixed-price agreement with an additional discount as a prepaid contract. Out of pocket expenses (including transportation, lodging, meals, supplies, technology, etc.) are included in the hourly rate and will not be invoiced separately.

| Chart of Accounts Team |             |            |           |       |
|------------------------|-------------|------------|-----------|-------|
| Level/Role             | Name        | Start Date | End Date  | Hours |
| Managing Director      | Dave Klipa  | 12/10/2018 | 7/31/2020 | 348   |
| Manager                | Kevin Stapp | 12/10/2018 | 7/31/2020 | 3,480 |
| Associate              | TBD         | TBD        | TBD       | 1,392 |

Total cost for this engagement is **\$1,280,090**.

To the extent that UCF elects to use Huron for additional work outside the scope of the Services as set forth in this SOW, Huron will document the additional work in a mutually agreeable addendum to this SOW or Change Order. For such additional work, Consultant will bill UCF on an hourly basis based on the actual hours worked and the following hourly billing rates that are inclusive of expenses:

| Huron Resource Level | Rates Inclusive of Travel                       | LTA Rate Inclusive of Travel |
|----------------------|---|------------------------------|
| Managing Director    | \$410-\$455                                     | \$450-\$495                  |
| Sr. Director         | \$370-\$410                                     | \$410-\$450                  |
| Director             | \$335-\$370                                     | \$375-\$410                  |
| Manager              | \$270-\$335                                     | \$310-\$375                  |
| Sr. Associate        | \$240-\$270                                     | \$280-\$310                  |
| Associate            | \$220-\$240                                     | \$260-\$280                  |
| Analyst              | \$205-\$220                                     | \$245-\$260                  |
| Programmer           | \$205-\$220                                     | \$245-\$260                  |
| Shadow               | \$35 for 8 weeks, then full rate based on level | N/A                          |

## Payment Terms

Upon execution of this SOW, Huron will submit an invoice for \$1,280,090.00, with payment terms of net thirty (30) days from the date of invoice.

Amounts that remain outstanding for more than 20 days (past due), will be subject to an interest charge of 0.5% per month from the date of the invoice. We reserve the right to suspend Services if 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 reasonable out of pocket costs of collection for overdue invoices.





We understand that our bills should be sent electronically to:

Christy Tant  
[Christy.tant@ucf.edu](mailto:Christy.tant@ucf.edu)

Please indicate your agreement 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 project. You can be assured that it will receive our close attention.

**ACKNOWLEDGED AND ACCEPTED:**

**HURON CONSULTING SERVICES LLC**

**University of Central Florida Board of Trustees**

|                                     |                    |
|-------------------------------------|--------------------|
| <b>Signed by:</b>                   | <b>Signed by:</b>  |
| <b>Print Name: Jennifer Pavelec</b> | <b>Print Name:</b> |
| <b>Title: Managing Director</b>     | <b>Title:</b>      |
| <b>Date:</b>                        | <b>Date:</b>       |



# **Statement of Work**

**BETWEEN**

**UNIVERSITY OF CENTRAL FLORIDA BOARD OF  
TRUSTEES**

**AND**

**HURON CONSULTING SERVICES LLC**

**PROGRAM MANAGEMENT OFFICE**

November 30, 2018

---



STATEMENT OF WORK  
 BETWEEN  
 UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES  
 AND  
 HURON CONSULTING SERVICES LLC

This is a Statement of Work (“SOW”) entered into pursuant to the Preferred Supplier Agreement for Business Administrative Systems Support Services between University of Central Florida Board of Trustees and Huron Consulting Services LLC dated \_\_\_\_\_ .

## Objectives and Scope

The University of Central Florida has several large projects underway to support the comprehensive vision of an enhanced Research Administration office that can meet the Collective Impact Strategic Plan goal of doubling research awards to \$250 million by 2020. Two projects are ongoing, specifically the Wahoo and Next Gen projects, each with their own governance, project team, and management structure. Wahoo is implementing a new organizational structure, change management, and deploying the Huron Research suite (“eRA”). The Next Gen project includes the implementation of the full PeopleSoft Grants Management suite and a new chart of accounts (“CoA”) structure as well as smaller enhancements to the PS 9.2 Financial system. UCF anticipates a third project to address the impact of the CoA changes to the Human Resources (“HR”) system. All projects are scheduled to complete by July 2019.

Based on a recent Quality Assurance (“QA”) assessment, the Next Gen project, specifically the Grant Management and CoA deployments, has been categorized as “at serious risk” for meeting its goals and objectives by the targeted July 2019 date. The QA assessment cited several contributing factors, most notably a lack of unifying governance between the Wahoo and Next Gen projects. UCF is looking for an external consulting resource team to implement recommendations outlined in the QA assessment.

Huron understands the objective is to provide consulting resource(s) to develop and oversee a Program Management Office (“PGMO”) responsible for unifying the Wahoo, Next Gen, and any further initiatives in support of the Collective Impact Strategic Plan. In addition, the PGMO will be responsible for assisting with enacting the action plans outlined in the Next Gen QA assessment in the immediate term.

Additionally, the University has expressed interest in consolidating work being conducted by the Huron Consulting Group under one master services agreement. This amendment will provide support in consolidating the agreements and providing the University with a central contracting agreement.

University leadership is committed to a successful program and providing a clear path ahead for the Wahoo and Next Gen projects. The consulting resources under this amendment will report directly to the Provost Office and be empowered to oversee and enforce program management decisions. An Executive Steering Commitment will be created and comprised of representatives of the Executive Sponsors for all project initiatives under the PGMO governance. These mechanisms will provide oversight and balance for the overall program.

The following items are included in engagement scope:

| Area                      | Scope  |
|---------------------------|--|
| Program Management Office | <ul style="list-style-type: none"> <li>Creation of Program Management Office, governance structure, and organizational chart</li> <li>Development of standardized management tools including charter, project plan, and timeline</li> <li>Consolidation of existing Huron agreements under one master agreement</li> </ul> |



|                 |   |
|-----------------|---|
| QA Action Plans | <ul style="list-style-type: none"><li>• Provide assistance with the Next Gen project to implement the QA recommendations</li><li>• Alignment of existing management tools with the overall Program Management</li></ul> |
|-----------------|---|

## UCF Responsibilities

In connection with our provision of Services, the timely success of the project hinges on your ability to perform the tasks, furnish the personnel, provide the resources, and undertake the responsibilities specified in the Agreement and as set forth below:

- You will provide overall project coordination for scheduling, prioritization, cost and schedule tradeoffs, change control, and design decisions.
- You will provide project governance by establishing a Program Executive Steering Committee that will ensure alignment with overall UCF business strategy and escalate concerns to program governance, when appropriate
- You will provide regular access to UCF leadership to report status and get input on key decisions required to move forward to successfully complete our services.
- You will orchestrate the involvement of the appropriate subject matter experts as needed.
- You will address concerns with resources, skill sets, and staffing directly with the Program Manager.
- You will be responsible for the successful completion of the project.

The successful delivery of our Services, as well as the fees that we charge, are dependent upon (i) your timely and effective completion of your responsibilities, (ii) the accuracy and completeness of the assumptions set forth above, and (iii) timely decisions and approvals by your management. You will be responsible for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out your responsibilities.

## Our Services and Staffing

Huron will provide resources to support the Program Management Office for the next eight (8) weeks. Please note: during the 8-week period we will establish a Master Services Agreement for coordinating ongoing Huron services as they relate to University of Central Florida. For this engagement our Services will include:

- Project Management support for the program, with on-site resources. We will develop the work plan, lead meetings, establish status reporting content, manage budget and resources, and communicate directly with the Executive Sponsor.
- Oversight for the Wahoo and Next Gen projects, along with any additional initiatives identified as part of the overall program.

Huron management will consist of repeated review of service delivery. 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.

## Fees and Expenses

Our Services will be provided on a fixed-price agreement with an additional discount as a prepaid contract. Out of pocket expenses (including transportation, lodging, meals, supplies, technology, etc.) are included in the hourly rate and will not be invoiced separately.



| Program Management Office |                  |
|---------------------------|------------------|
| Level/Role                | Name             |
| Managing Director         | Jennifer Pavelec |
| Director                  | Cara Grib        |
| Associate                 | Avens Ridgeway   |

Total cost for this engagement is **\$138,750**.

To the extent that UCF elects to use Huron for additional work outside the scope of the Services as set forth in this SOW, Huron will document the additional work in a mutually agreeable addendum to this SOW or Change Order. For such additional work, Consultant will bill UCF on an hourly basis based on the actual hours worked and the following hourly billing rates that are inclusive of expenses:

| Huron Resource Level | Rates Inclusive of Travel                       | LTA Rate Inclusive of Travel |
|----------------------|---|------------------------------|
| Managing Director    | \$410-\$455                                     | \$450-\$495                  |
| Sr. Director         | \$370-\$410                                     | \$410-\$450                  |
| Director             | \$335-\$370                                     | \$375-\$410                  |
| Manager              | \$270-\$335                                     | \$310-\$375                  |
| Sr. Associate        | \$240-\$270                                     | \$280-\$310                  |
| Associate            | \$220-\$240                                     | \$260-\$280                  |
| Analyst              | \$205-\$220                                     | \$245-\$260                  |
| Programmer           | \$205-\$220                                     | \$245-\$260                  |
| Shadow               | \$35 for 8 weeks, then full rate based on level | N/A                          |

## Payment Terms

Upon execution of this SOW, Huron will submit an invoice for \$138,750.00, with payment terms of net thirty (30) days from the date of invoice.

Amounts that remain outstanding for more than 20 days (past due), will be subject to an interest charge of 0.5% per month from the date of the invoice. We reserve the right to suspend Services if 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 reasonable out of pocket costs of collection for overdue invoices.

We understand that our bills should be sent electronically to:

Provost Elizabeth Dooley  
[Elizabeth.dooley@ucf.edu](mailto:Elizabeth.dooley@ucf.edu)

Dania Suarez  
[Dania@ucf.edu](mailto:Dania@ucf.edu)

Please indicate your agreement 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 project. You can be assured that it will receive our close attention.



**ACKNOWLEDGED AND ACCEPTED:**

**HURON CONSULTING SERVICES LLC**

**University of Central Florida Board of Trustees**

|                                     |                    |
|-------------------------------------|--------------------|
| <b>Signed by:</b>                   | <b>Signed by:</b>  |
| <b>Print Name: Jennifer Pavelec</b> | <b>Print Name:</b> |
| <b>Title: Managing Director</b>     | <b>Title:</b>      |
| <b>Date:</b>                        | <b>Date:</b>       |