CONTRACT

REF: ES-RFP-47200-187

This Contract is made as of the 1st day of July, 2017 by and between the Board of Regents of the University System of Georgia ("BOR") and Huron Consulting Services LLC ("Contractor").

WHEREAS, BOR is seeking certain services and Contractor has represented that it can provide these services;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Statement of Work.** Contractor agrees to provide all of the goods, services and other deliverables required in the Statement of Work attached to this Contract as Exhibit A (the "Services").

2. **Contract Term.** This Contract shall commence on the first date shown above. The initial term for services shall be from the date of the initiation of the contract through June 30, 2018. BOR shall have the option, exercisable in its sole discretion, to renew this Contract upon the same terms and conditions for additional periods of one fiscal year each for up to four (4) years.

3. **Payment.** Contractor will be compensated in accordance with the provisions of the Statement of Work.

4. **Risk of Loss.** BOR takes no title to any of Contractor's goods used in providing the Services hereunder and Contractor shall bear all risk of loss for any goods used in performing work pursuant to this Contract.

5. **System Performance and Compatibility.** Contractor has examined the RFP and the operations of BOR and warrants that the Services proposed by it will be fit for the specifically intended purposes set forth in the Statement of Work.

6. **Staffing and Materials Requirements.** Contractor will, at all times, maintain the staff described in the Statement of Work and as additionally provided in Contractor's Proposal. Should Contractor at any time (i) refuse or neglect to supply adequate and competent supervision, or sufficiently and properly skilled personnel and/or equipment and materials of the proper quality or quantity, (ii) fail to perform the Services according to the Statement of Work and the balance of Contractor's Proposal, or (iii) fail in the performance of any agreement on its part contained in this Contract, BOR may (in addition to any other contractual, legal or equitable remedies) proceed to take any one or more of the following actions after five (5) days written notice to Contractor:

   A. Withhold any monies then or next due to Contractor; or
B. Obtain the Services (or equivalent) or portion thereof (or equivalent) from a third party, pay the third party for same, and withhold the amount so paid from any money then or thereafter due Contractor.

7. **Intermediate Remedies for Non-Performance of Services.** If Contractor fails to provide any of the Service with promptness and diligence, BOR may (in addition to any other contractual, legal or equitable remedies) proceed to take any one or more of the following actions after 3 (three) days written notice to Contractor: (i) withhold any monies then or next due to Contractor; or (ii) obtain the Service.

8. **Subcontract.** Except as may be specifically permitted by the RFP, Contractor shall not subcontract, assign or otherwise permit anyone other than Contractor personnel to perform any of the work and/or provide any of the Service under this Contract, or assign any of its rights or obligations hereunder, without the prior written consent of BOR. No subcontract which Contractor enters into with respect to the performance of work and/or provision of Service under the Contract shall in any way relieve Contractor of any responsibility for any performance under the Contract. Contractor shall give BOR immediate notice in writing by registered or certified mail of any action or suit filed against it by any subcontractor, and prompt notice of any claim made against Contractor by any subcontractor or vendor which in the opinion of Contractor may result in litigation related in any way to this Contract with the State of Georgia.

9. **Termination.**
   A. BOR reserves the right to terminate this Contract for any reason by giving sixty (60) days written notice to Contractor. In the event that the written notice of termination pursuant to this section states that termination is for the sole convenience of BOR, Contractor shall be entitled to payment for any charges incurred through the date of the termination.

   B. In the event that Contractor breaches any term or condition of the Contract and does not cure such breach within thirty (30) days of written notice of such breach, BOR may (in addition to any other contractual, legal or equitable remedies) withhold any monies then or next due to Contractor for the affected Services or terminate this Contract upon providing Contractor with 20 (twenty) days written notice without obligation for any early termination charges otherwise payable under the agreement.

   C. This Contract may be immediately terminated in the event that any of the following occurs:

      (i) Contractor becomes insolvent or liquidation or dissolution of Contractor begins;

      (ii) A voluntary or involuntary bankruptcy petition is filed by or against Contractor under the U.S. Bankruptcy Code or any similar petition under any state insolvency law;
(iii) An assignment is made by Contractor for the benefit of creditors; or
(iv) A proceeding for the appointment of a receiver, custodian, trustee or similar agent is initiated with respect to Contractor.

D. All documents regarding the Service provided under this Contract are the property of BOR and will be returned to BOR the request of BOR at no cost within fifteen (15) days of termination of this Contract.

10. Funding. Notwithstanding any other provision of this Contract, the parties hereto acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. In the event that the source of payment for BOR for the total obligation no longer exists or is insufficient with respect to the Service to be provided under this Contract, in the sole discretion of BOR, this Contract shall terminate without further obligation of the State as of that moment. The certification by BOR of the events stated above shall be conclusive.

11. Contractor Accounting Requirements. Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract (collectively the "Records") to the extent and in such detail as will properly reflect all costs for which payment is claimed under the provisions of this Contract Contractor's accounting procedures and practices shall conform to GAAP and the costs properly applicable to the Contract shall be readily ascertainable there from.

12. Records Retention. Contractor agrees to make available at all reasonable times during the period set forth below any of the Records of the contracted work for inspection or audit by any authorized representative of BOR or the Georgia State Auditor. Contractor shall preserve and make available its Records for a period of five (5) years from the date of final payment under this Contract, and for such period, if any, as is required by applicable statute, by any other paragraph of the RFP or this Contract. If the Contract is completely or partially terminated, the Records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement. Records which relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor or any of his duly authorized representatives, shall be retained by Contractor until such appeals, litigation, claims or exceptions have been disposed of.

13. Reporting Requirements. Contractor shall submit monthly progress reports to BOR which shall include Contractor's level of achievement toward the
objectives set forth in the Statement of Work and the RFP as well as all of the other information set forth in the Statement of Work and the RFP; provided, however, in the event that the Statement of Work or RFP sets forth reporting requirements that require more frequent reporting, that provision of the Statement of Work or RFP shall govern.

14. Confidentiality. Contractor acknowledges that all material and information which has or will come into its possession or knowledge in connection with this Contract, or the performance hereof, will consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. Contractor therefore agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance under this Contract, and not to release or disclose any information to any other party except employees or authorized subcontractors of Contractor who have a reasonable need to know such information for purposes of this Contract.

15. Intellectual Property Indemnification. Contractor shall, at its expense, be entitled to and shall have the duty to participate in defense of any suit instituted against BOR and/or the State, and indemnify BOR and/or the State against any award of damages or costs made against BOR and/or the State by a final judgment of a court of last resort in such suit insofar as the same is based upon any claim that any component of the Service constitutes an infringement of any United States Letters Patent, copyright, trade secret, or other proprietary interest; provided BOR gives Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Contractor shall not be liable for any award or judgment against BOR reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon BOR and/or the State unless approved by BOR. In case any component of the Service in a suit is held to constitute infringement and its use enjoined. Contractor shall, at its option and expense: (i) procure for BOR and all users there under the right to continue using the component; or (ii) replace or modify the same so that it becomes non-infringing. Contractor, however, shall have no liability to BOR if any such infringement or claim thereof is based upon or arises out of (X) compliance with the designs, plans or specifications furnished by or on behalf of BOR; or (Y) the use of the Service in a manner for which the same was neither designed nor contemplated; or (Z) the claimed infringement is of any proprietary right in which BOR or any affiliate or subsidiary of BOR has any direct interest by license or otherwise.

16. Insurance. Contractor shall procure and maintain insurance which shall protect Contractor and the State of Georgia from any claims for bodily injury, property damage, or personal injury which may arise out of operations under the Contract. Contractor shall procure the insurance policies at Contractor's own
expense and shall, prior to commencement of any work under this Contract, furnish the State an insurance certificate which documents that the liability insurance coverage purchased by Contractor includes contractual liability coverage to protect the State. In addition, the insurance certificate must provide the following information:

A. Name and Address of authorized agent
B. Name and address of insured.
C. Name of insurance company.
D. Description of coverage in standard terminology
E. Policy number
F. Policy Period
G. Limits of liability
H. Name and address of BOR as certificate holder
I. Acknowledgment of notice of cancellation to BOR
J. Signature of authorized agent
K. Telephone number of authorized agent
L. Details of special policy exclusions in comments section of Insurance Certificate,

Insurance Coverage

The Contractor is required to maintain the following insurance coverages during the term of this Contract:

(i) Workers' Compensation Insurance (Occurrence) in the amounts of the statutory limits as established by the General Assembly of the State of Georgia. (A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating Contractor qualifies to pay its own workers' compensation claims.) In addition, Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage with the following limits:

Bodily injury by accident – per employee $100,000
Bodily injury by disease – per employee $100,000
Bodily Injury by disease-policy limits - $500,000

(ii) Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have the following minimum limits:

Each occurrence - $1,000,000
Personal and advertising injury - $1,000,000
General aggregate limits - $2,000,000
Products/Completed Ops. aggregate limits - $2,000,000

All policies must be on an "occurrence" basis unless otherwise expressly stated. The foregoing policies shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days prior written notice has been given to BOR. Certificates of Insurance showing such coverages to be in force shall be filed with BOR to commencement of any work under this Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia. All such coverages shall remain in full force and effect during the initial term of the Contract and any renewal thereof.

17. Indemnification. Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), BOR, its officers and employees (collectively "Indemnitees"), of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, and attorneys' fees caused by any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of the Contractor or on Contractor's behalf, or caused by the breach of this Contract by Contractor (collectively, the "Indemnity Claims"). This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "Funds"), the Contractor agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification.

Contractor shall cover this indemnification through the purchase of the insurance policies required by this Contract, with endorsements waiving rights of subrogation against the State, the Indemnitees, the Funds and insurers participating thereunder. This indemnification will not be limited by the amount of any insurance carried by Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.
18. **Nonexclusive Contract.** This is a non-exclusive contract and in no way precludes BOR from obtaining like services from other vendors.

19. **Cooperation.** In the event that BOR enters into any agreement at any time with any other vendors or government institutions for additional work related to the Service, Contractor agrees to cooperate fully with such other parties in order to facilitate the performance of work by such other parties and to refrain from any activity which would interfere with the performance of work.

20. **Relationship of the Parties.** All work performed under this Contract by Contractor shall be performed as an independent contractor. Contractor shall be responsible for compliance with all laws, rules and regulations involving their respective employees, including (but not limited to) employment of labor, hours or labor, health and safety, working conditions, workers' compensation insurance, and payment of wages.

21. **Inclusion of Documents.** The Statement of Work, the RFP (including any documents referenced therein) and Contractor's Proposal submitted in response thereto are incorporated into this Contract by reference and form an integral part of this Contract.

The contractual relationship between Contractor and BOR shall be governed by the following order of precedence: (i) the provisions of this Contract, including all exhibits attached hereto and incorporated into this Agreement; (ii) the Statement of Work; (iii) the RFP (excluding any sample agreements attached to such RFP); and (iv) Contractor's Proposal (excluding any sample agreements attached to such Proposal). No objection or amendment by Contractor to the RFP requirements or to the sample agreement attached to such RFP shall be incorporated by reference in this Agreement unless BOR has accepted such objection or amendment in writing. Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.

22. **Taxes.** BOR will pay or reimburse Contractor for any and all applicable sales and use taxes, duties, or levies imposed by any authority, government, or government agency (other than taxes levied on Contractor's net income) in connection with BOR's usage of the Services. Contractor shall not invoice BOR for any such taxes, duties, or levies if, and to the extent that, BOR submits a properly executed direct pay permit or certificate of exemption for any properly applicable exemption.

23. **Compliance with all Laws.** Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations and orders now or hereinafter in effect when performing under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment. Contractor and Contractor's personnel shall also comply with all State and BOR policies and standards in
effect during the performance of this Contract, including but not limited to BOR policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics.

24. **Survival of Representations.** The terms, provisions, representations and warranties contained in this Contract shall survive the termination or expiration of this Contract.

25. **Drug-Free Workplace.** If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement. If Contractor is an entity other than an individual, it hereby certifies that: (a) a drug free work place will be provided for the Contractor's employees during the Term of this Agreement; and (b) it will secure from any subcontractor hired to work in a drug free work place the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to Contractor that a drug free work place will be provided for subcontractor's employees during the performance of this Agreement pursuant to O.C.G.A. § 50-24-3." Contractor may be suspended, terminated, or debarred if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.

26. **Trading With State Employees.** Contractor hereby certifies that this Contract not and will not violate the provisions of Official Code of Georgia Annotated §45-10-20 et seq. in any respect. Contractor agrees not to employ any individual whose employment would result in a violation of this law.

27. **Notices.** All notices under this Contract shall be deemed duly given: Upon delivery, if delivered by hand (against receipt) or via email; or three days after posting, if sent by Registered or Certified Mail, Return Receipt Requested; to a party hereto at the address set forth below or to such other address as a party may designate by notice pursuant hereto.

**Contractor:** Huron Consulting Group  
550 W. Van Buren Street  
Chicago, IL 60607  
Attn: Greg Bedell, Managing Director  
Email: gbedell@huronconsultinggroup.com

**BOR:** Board of Regents of the University  
System of Georgia  
270 Washington Street SW  
Atlanta, Georgia 30334  
Attn: Jim Barnaby  
Email: jim.barnaby@usg.edu
28. **Severability.** If any term or provision of this Contract shall be found to be illegal or unenforceable then, notwithstanding, this Contract shall remain in full force and effect and such term or provision shall be deemed stricken here from.

29. **Headings.** The paragraph headings used in this Contract are for reference purposes only and shall not be deemed a part of this Contract.

30. **Publicity.** Any publicity given to the program or services provided herein including, but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor shall identify BOR as sponsoring institutions, and shall not be released prior to approval by BOR; however, Contractor may reference this Contract in proposals for other contracts without BOR approval.

31. **Time of the Essence.** Time is of the essence in this Contract. Any reference to "days" shall be deemed calendar days unless otherwise specifically stated.

32. **Authority.** Contractor has full power and authority to enter into and perform this Contract, and the, person signing on behalf of Contractor has been properly authorized and empowered to enter into this Contract. Contractor further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

33. **Parties Bound.** This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

34. **Choice of Law.** This Contract shall be governed in all respects by the laws of the State of Georgia.

35. **Georgia Vendor Manual.** The provisions of the Georgia Vendor Manual are incorporated herein by reference and made a part hereof just as if it had been fully set out herein.

36. **Contract Execution.** Signature of the Contract by the State of Georgia shall not be deemed to be an execution of the Contract; rather, execution of the Contract shall be deemed contingent and subject to defeasance by the processes set forth in the Georgia Vendor Manual. Only upon the exhaustion and/or termination of the procurement processes as set forth in the Georgia Vendor Manual shall the Contract be deemed executed.

37. **Amendments In Writing.** No amendments to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of the parties.
NO REPRESENTATION, REQUEST, INSTRUCTION, DIRECTIVE OR ORDER, MADE OR GIVEN BY ANY OFFICIAL OF ANY AGENCY OF THE STATE OF GEORGIA, WHETHER VERBAL OR WRITTEN, SHALL BE EFFECTIVE TO AMEND THIS CONTRACT OR EXCUSE OR MODIFY PERFORMANCE HEREUNDER UNLESS REDUCED TO A FORMAL AMENDMENT AND EXECUTED AS SET FORTH ABOVE. CONTRACTOR SHALL NOT BE ENTITLED TO RELY ON ANY SUCH REPRESENTATION, REQUEST, INSTRUCTION, DIRECTIVE OR ORDER AND SHALL NOT, UNDER ANY CIRCUMSTANCES WHATSOEVER, BE ENTITLED TO ADDITIONAL COMPENSATION, DELAY IN PERFORMANCE, OR OTHER BENEFIT CLAIMED FOR RELYING UPON OR RESPONDING TO ANY SUCH REPRESENTATION, REQUEST, INSTRUCTION, DIRECTIVE OR ORDER.

38. Vendor Lobbyist Certification. Contractor hereby certifies that, as of the Effective Date of this Agreement, any lobbyist employed by Contractor has registered with the Georgia State Ethics Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies"). This Agreement may be declared void at BOR's sole discretion, if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order.

39. Applicable Law and Venue. The laws of the State of Georgia, U.S.A, without regard to its conflict of laws principles, govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance and enforcement. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.

40. University System of Georgia Ethics Policy. Contractor agrees to comply with the University System of Georgia Ethics Policy, BOR Policy 8.2.20, as amended from time to time.

41. Tobacco and Smoke Free Campus. Each campus of the System is tobacco and smoke free in accordance with BOR Policy 9.1.7. Contractor will comply with BOR Policy 9.1.7, as amended from time to time.

42. E-Verify. Contractor certifies that it has complied, and will comply, with the Georgia Security and Compliance Act (O.C.G.A. § 13-10-90 et seq.). Contractor will sign and comply wit the Immigration and Security Affidavit required by such act.

43. No Boycott of Israel. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.
44. **Entire Contract.** This Contract constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS CONTRACT, AND AGREE TO BE BOUND BY ALL TERMS, CONDITIONS AND PROVISIONS OF THIS CONTRACT, AS INDICATED BY THEIR SIGNING OF THIS CONTRACT.

BOR:

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

By: [Signature]

Tricia Chastain
Executive Vice Chancellor of Administration

CONTRACTOR:

Huron Consulting Services LLC

By: [Signature]

Gregory T. Bedell
Managing Director
Exhibit A
STATEMENT OF WORK
COMPREHENSIVE ADMINISTRATIVE REVIEW
THE UNIVERSITY SYSTEM OF GEORGIA ("USG")

Objectives and Scope

The BOR desires a multi-phase, comprehensive review and analysis of administrative structures, services, processes, practices and costs at the University System of Georgia's 28 member institutions and the University System Office ("USO"). The Augusta Health System may, at the written option of the BOR, be included in this review and analysis. The first phase will include the USO and 4-6 USG institutions to be named by the BOR. The following phase(s) will include the remaining USG institutions. The number of additional phases, the institutions to be included in each phase, and the timing of each phase will be determined by the BOR after consultation with Consultant. The USG institutions to be included in the scope of this review include:

<table>
<thead>
<tr>
<th>USG System Office</th>
<th>University of North Georgia</th>
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<tr>
<td>University of Georgia</td>
<td>Middle Georgia State University</td>
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<td>Georgia Tech</td>
<td>Savannah State University</td>
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<td>Georgia State University</td>
<td>Atlanta Metropolitan State College</td>
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<td>Augusta University</td>
<td>College of Coastal Georgia</td>
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<td>University of West Georgia</td>
<td>Dalton State College</td>
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<td>Kennesaw State University</td>
<td>East Georgia State College</td>
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<td>Georgia Southern University / Armstrong State University</td>
<td>Georgia Gwinnett College</td>
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<td>Valdosta State University</td>
<td>Georgia Highlands College</td>
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<td>Columbus State University</td>
<td>Gordon State College</td>
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<td>Albany State University</td>
<td>South Georgia State College</td>
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<td>Clayton State University</td>
<td>Middle Georgia State University</td>
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<tr>
<td>Fort Valley State University</td>
<td>Abraham Baldwin Agricultural College / Bainbridge College</td>
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<tr>
<td>Georgia College &amp; State University</td>
<td>Augusta Health System (Optional)</td>
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<td>Georgia Southwestern State University</td>
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</tbody>
</table>

The primary goal of the project will be to develop an organizational structure and processes that will consistently enhance USG's ability to further its teaching, research and service mission in the face of today's economic realities. Specific objectives of the review will include:

- Identify through appropriate benchmarks the administrative functions and services that appear to be unnecessarily expensive and could be delivered more cost effectively;
- Identify unnecessary duplications in functions and services within and across the USG;
- Without compromising institutional structure, function, and ability to meet its mission, identify opportunities for altering the number of organizational layers that make up USG institutions' current organizational design including positions where the span of control appears to be too narrow;
- Identify functions or services that are candidates for being delivered more efficiently, without a loss of service quality and without significant negative effect on institutional mission, through an outside vendor and/or through centralized services at either the Institutional or USG-level;
- Identify processes that are not performed using best practices especially those processes that have been identified by faculty, staff, and/or constituents as administratively inefficient or ineffective; and
- Identify potential resources available to assist the USG in implementing the identified opportunities.

Consultant’s Services

Scope – The Comprehensive Administrative Review scope will include all administrative or support functions outside of delivering the primary instruction, research, public service, and patient care missions of USG. Given this scope, Consultant will bring its hypothesis framework and substantial analytics to bear at the beginning of the project, thus eliminating unnecessary diagnostic time and effort in areas that will yield little in terms of the objectives of the review. Decisions for customizing Consultant's approach relative to number of phases, institutions to review in each phase, and functions within scope will occur through discussion between the BOR and Consultant prior to launching the project.

Approach Timeline – Consultant recommends executing the project in at least two phases. Phase 1 will encompass a front-end data gathering and analytics development component followed by performing administrative assessments across a cross-section of four to six universities and the USG system office. Phase 2 will begin upon the satisfactory completion of Phase 1, working under the expectation that project efficiencies will be gained through the Phase 1 effort, thus benefitting Phase 2, and further project efficiencies will be gained throughout Phase 2. Final decision on the number of phases and institutions in each phase will be made by the BOR.

The data collection period and Phase 1 will be a core foundation that must be accomplished correctly to yield the necessary economies, accruing benefit in the form of reduced effort in Phase 2. The parties will discuss whether Phase 2 should be broken into multiple phases and the participant institutions included in those phases, recognizing that there is local context that must be considered as we finalize the approach, with the final decision on the number of phases and USG institutions to be included in each phase being determined by the BOR.

Consultant will use a consistent approach to review all USG institutions. All reviews will follow the approach outlined below:

![Diagram of the review process]

Assessment Launch

Consultant will first conduct a project initiation phase to align project expectations between Consultant and the BOR leadership. Specifically, project initiation will focus on the following areas:

**Expectation Setting:** Consultant will meet with the BOR's Steering Committee and/or select system leaders to confirm the vision, approach, and expected deliverables for the initiative. These meetings will serve to develop a shared understanding between Consultant and the BOR, as well as allow Consultant a greater understanding of project context before more broad stakeholder engagement.

**Project Governance** – Governance will be responsible for overseeing project progress, including but not limited to reviewing and providing feedback on Consultant deliverables, facilitating interview and data requests, and responding to ad hoc needs and issue resolution.

**Detailed Action and Communication Plans** – Consultant will work with BOR project management to develop a detailed action plan that establishes a timeline for activities throughout the first wave of administrative reviews, and a high-level outline of additional wave(s). Towards the conclusion of the first wave, Consultant will plan actions for the additional wave(s) in more detail. Consultant will utilize action plans as a basis for status reporting and project management metrics. Upon developing the
action plan, Consultant will work with BOR project leadership to overlay a communications plan for sharing progress updates with project governance and additional stakeholders throughout the system.

Data Collection and Analysis

Data Request – Consultant will develop a data request to support all planned analyses. The request will include, but not be limited to, the following data: organizational charts, workforce data (headcounts/FTEs by type and campus, including salary data), compensation data, position vacancies, position descriptions, operating budget/expenditure data, grant awards, facilities and space data, policies and processes for administrative services, performance metrics for key processes, and technical system architecture. Consultant will work with the BOR project leadership to refine the request before distribution to USG institutions to ensure it is comprehensive of information and attributes we can use to develop benchmarking metrics.

Surveys – Consultant will also work with the BOR project leadership to design online surveys for deployment at USG institutions. The survey will be designed to enable “apples to apples” comparisons across the system, but will primarily focus on questions that can inform institution-level organizational and process opportunities. The questionnaire will be developed on the Qualtrics online platform.

Consultant will distribute data requests and surveys to USG institutions and work with USG institutions to support responses. The benchmarking team will facilitate a series of review sessions with data owners to develop customized labor analyses within our analytics platform. The survey team will partner with representatives by institution to facilitate the survey, supporting additional needs such as developing a distribution and communications approach, pre-testing the online survey instrument, and obtaining potential respondent lists with specifications such as job classifications to enable responses to be synthesized with other records for analyses.

Data Analytics – While the data request and survey process is underway, Consultant will be developing a custom data repository to house the data and survey response information. Reports will be developed that allow the data to be analyzed across institutions or on an institution by institution basis. After fully vetting data and survey responses, Consultant will process benchmarking and survey analytics using the custom reports. Analytics will look at administrative offices and functional roles in assessing cost and efficiency metrics. Based upon survey responses, Huron will develop analyses where respondents indicated organizational and process inefficiencies, as well as causes of suboptimal service delivery. Consultant’s analytics will yield refinement to its existing “hypothesis frameworks” (e.g., typical opportunity areas) that will be used to target specific structures, functions, and processes within each USG Institution. Findings from each framework will be treated as directional information, and all frameworks will be vetted with BOR project leadership prior to Consultant’s more extensive stakeholder engagement.

Interviews and Observations

With a deeper understanding of each institution’s operating context, Consultant will collect additional information on targeted efficiency opportunities via interviews, focus groups, and further data analyses. Consultant will facilitate a series of interviews and focus group discussions to develop a deeper understanding of the operating environment and local context – what is working well, what is not – within each administrative structure and across service functions. Conversations will also identify the operational dependencies across functions that may justify initial findings, as well as understanding each institution’s unique environmental context. Consultant will work with BOR leadership to determine the optimal approach for engaging institutions with a mix of individual, group, and even regional interviews, as well as the appropriate approach for follow up based on feedback and/or additional findings.

Consultant will also conduct data analyses to develop additional findings within targeted areas. While Consultant will accommodate analyses of all opportunities identified, Consultant anticipates its additional analyses falling into the following categories that align with the BOR’s stated requirements:

Service Duplication – Consultant anticipates that benchmarking and surveys will provide a depth of context on functional staffing and activity levels and their distribution throughout each institution. Additional analyses will serve to identify the cost savings potential that can be achieved through centralizing or decentralizing services initially identified as duplications, and interviews will provide additional context to these opportunities. Example analyses include reviews for redundancies between
the system office and member institutions, duplications between central administration and local units within an institution, and relationships between functional roles and reported activities. Each analysis will be treated as directional and be viewed through the prism of each individual institution. Consultant understands that services that appear to be duplications from one institution to the next could be investments in greater service levels to meet an institution’s individual strategic needs or reporting requirements. Feedback on service duplication findings will be instrumental in converting findings into recommendations that serve the needs of each institution, as many higher education institutions employ hybrid centralized / decentralized staffing models that may not be common in other industries.

Organizational Spans and Layers – Consultant will review organization structures at each institution to determine if there are areas where fewer managers (layers) and increased spans (more direct reports per manager) could help compress the organization. Goals of this analysis are not only to yield cost savings, but also to achieve greater connectedness between the top and bottom of the organization, more interactions by managers with a greater number of people, increased decision making, and alleviating process bottlenecks. To supplement functional and activity data collected through benchmarking and surveys, Consultant will conduct analyses via a manual review of specific spans and layers within administrative and auxiliary units targeted for additional review and consideration of alternative design models. While spans and layers analysis can be revealing, it is often hard to find true apples-to-apples comparisons, especially within and between universities. Consultant believes spans and layers is one directional indicator of the efficiency of an organization, but must be contextualized with people, process, and technology to evaluate whether a function that may appear to be out-of-line is problematic. Different institution functions warrant different levels of organizational oversight and hierarchical approvals. Focusing on the broader aspects of the organization can explain not only what the potential savings are, but also the sustainability of the suggested changes.

Process Efficiency – Consultant will identify initial process efficiency opportunities based on data collected through survey results, and interviews will contextualize these opportunities to each institution. Examples of additional analyses may include relevant process mapping for targeted service delivery functions, savings scenarios based on redesigning processes with noted inefficiencies, and alternatives for service delivery based on opportunities for using outside vendors or improved use of technologies. Consultant will maintain a broad approach to identifying process efficiencies that are inclusive of broader people, technology, and organizational contexts. Typical areas of focus from past initiatives have included review of processes, contracts, technologies, and service offerings related to procurement, human resources, budget and finance, student services, marketing and advertising, auxiliary operations and more.

Alignment with Best Practices – In addition to the previous three areas assessments, Consultant will conduct an alignment analyses between the USG and best practices that represent the most effective administrative structures and processes to support the delivery of administrative services. Consultant’s alignment analysis will leverage its team of subject matter experts to provide insights on our initial findings and supplemental data analyses to locate high, medium, and low levels of alignment. Consultant will identify areas of medium and low alignment as gaps for the USG to consider in an ideal future state. Opportunities identified in this assessment should reinforce many of the opportunities identified in the prior three categories of the assessment for improving efficiency and effectiveness.

Develop Improvement Opportunities

Consultant will compare what it learns about the System or Campus Institution’s operations to its knowledge of operations at comparable institutions and industry at large to develop recommendations that Consultant believes will meet the goals of increased efficiency and effectiveness. Consultant’s recommendations will be supported by metrics generated throughout the analyses phases. All opportunities will be contextualized by their associated type, descriptor, cost, timeline, estimated cost savings, and return on investment. Consultant will review identified opportunities with the BOR Steering Committee at a high-level, and discuss additional considerations for prioritization and implementation.

Upon initial review of recommendations with the BOR Steering Committee, Consultant will further refine opportunities into a prioritized matrix that includes; opportunity type, opportunity descriptor, cost to implement, timeline, estimated cost savings, change impact, and estimated return on investment. Consultant will review prioritization considerations with USG leadership and discuss additional risks that may impact implementation feasibility. As Consultant continues to refine its prioritization matrix, Consultant will develop an Organizational Readiness & Risk Assessment to supplement prioritization
criteria to further understand qualitative impact of change. Consultant will summarize the key findings in a stand-alone report for the BOR Steering Committee and make recommendations for how to address any change management challenges related to the implementation of recommendations.

Consultant will synthesize prioritization criteria with understanding of organizational readiness results into a report representing a series of recommended actions for the BOR. Recommendations will be practical and traceable for BOR leadership to review and for identified resources to execute. Consultant will share an initial prioritization matrix with the BOR Steering Committee and make refinements in order to deliver recommendations that are clear and understandable for BOR and USG Institution stakeholders to carry out. Consultant understands this will be an iterative process with the initiative leadership that will require multiple meetings and reviews before more formal delivery. Consultant will ultimately deliver an updated report that will reflect the comprehensive set of prioritized recommendations and supporting detail. Consultant understands that this report may be published on the USG website as the capstone, publicly-facing deliverable for the initiative.

Project Deliverables

A comprehensive written report will be created at the end of Phase 1 and Phase 2. Each report will contain the following key components as outlined in the RFP:

- Detailed recommendations for organization design changes that would enable unnecessary duplicated functions and services to be provided in a more cost-effective manner including alternative delivery options such as shared service operations across multiple units within an agency;

- Detailed recommendations for organization design changes for reducing the number of organizational layers that make up the agencies' current organizational design including positions where the span of control appears to be too narrow;

- Detailed recommendations as to how processes that have been identified by faculty, staff, and/or constituents as administratively inefficient or ineffective could be delivered more effectively through process redesign or through improved use of technology;

- An outline of the most effective administrative structure for the efficient and cost-effective delivery of services and for the provision of adequate oversight to enable the agencies to achieve their mission. The outline should include an analysis of any risks associated with any change in administrative structure, as well as any actions that could be taken to mitigate those risks.

- An organized and detailed outline of specific, actionable, practicable opportunities for improving administrative efficiency, service delivery and cost-effectiveness, including an estimation of the cost and timeline for implementation of each identified opportunity, associated cost savings by fiscal year, and the resulting return on investment. Each identified opportunity must be well supported by evidence and data, and include an analysis of any risks associated with execution, as well as any actions that could be taken to mitigate those risks.

- A prioritized summary matrix of the recommendations and opportunities identified to include a descriptor, cost of implementation, deadline for implementation, estimated cost savings, and return on investment (all supported by objective and quantifiable metrics). The prioritization should reflect the order of importance in the view of the consultant, which demonstrates the quickest return on investment of those opportunities that are most readily achievable in the current environment.

- The recommendations contained in the report must be organized so they can be evaluated and prioritized by USG administration relative to the benefits and costs associated with implementing the proposed changes. All recommendations must be specific and detailed enough for the agencies to undertake the organization or process changes once a decision has been made. Any recommendations made should incorporate relevant practices around organizational and cultural change.
In addition to the above content, the report will be organized in such a way that recommendations and supporting data for individual institutions can be separated and delivered to them as a stand-alone document.

Consultant's Project Leadership

**Jim Roth** is the President and Chief Executive Officer of Huron Consulting Group, Inc., and one of the founding members of the Company. Jim has more than 35 years of consulting experience working with many of the premier research universities, academic medical centers, healthcare organizations, and non-profit research institutes across the United States and abroad.

**Peter Eschenbach**, Higher Education Service Leader for Huron, has more than 20 years of experience helping educational and healthcare organizations improve operational efficiency through the application of sound business principles and technology. He specializes in organization and information technology (IT), strategic planning, business process redesign, software selection, systems design, and systems implementation.

**Greg Bedell**, a Managing Director in Huron's Higher Education Practice, will be responsible for the project and ensuring USG's satisfaction with the project results. Greg has worked in the higher education, healthcare, government, and not-for-profit institutions for over 23 years. He specializes in assisting universities and research institutions with cost reduction, organizational redesign, operational process improvement, strategic assessments, and compliance matters. At different points during his career, Greg has worked on projects that span nearly every functional area of the university environment.

**Mike Phillips**, a Senior Director in Huron's Higher Education Practice, has over 30 years of experience assisting higher education and healthcare clients to establish and improve their business operations, financial performance, IT operations and overall administrative infrastructure. Mike recently has been engaged at UNC Chapel Hill on several cost reduction projects, University of Texas Rio Grande Valley to establish a Project Management Office, and prior to that at the University of Kansas where he was involved in numerous projects focused on cost reduction, organizational improvement, and shared services.

Greg and Mike will serve as the day-to-day project leaders and will be supported by a number of teams comprised of Director, Manager, Associate and Analyst level staff that will work onsite at the various USG institutions and System Office.

Timing

Project planning will begin by early August. The length of the overall project is estimated to be thirteen to fourteen months but this timeframe may be adjusted upon completion of the initial project planning discussions with BOR.

Engagement Assumptions

The successful delivery of Consultant's services, and the fees charged, are dependent on (i) BOR's timely and effective completion of its responsibilities, (ii) the accuracy and completeness of the assumptions, and (iii) timely decisions and approvals by BOR management. BOR 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 its responsibilities, except for delays outside the reasonable control of the BOR.

**Consultant's Responsibilities**
- Consultant's staff will have appropriate skills and experience for their assigned tasks.
- In the provision of the Services, Consultant staff will take ultimate direction from the BOR Project Manager, or one of his designees.
- Subsequent phases, if deemed necessary, will be addressed via a written amendment to the Contract.

**BOR Responsibilities**
- The BOR will designate an employee or employees within its senior management who will make or obtain all management decisions with respect to this engagement on a timely basis.
The BOR also agrees to ensure that all data provided to Consultant is accurate and to provide Consultant with such further information we may need and which Consultant can rely on to be accurate and complete.

The BOR also agrees to cause all levels of its employees and contractors to cooperate fully and timely with Consultant.

Consultant will be entitled to rely on all BOR decisions and approvals and Consultant will not be obligated to evaluate, advise on, confirm, or reject such decisions and approvals.

To help maximize the value of Consultant's work to the BOR and to keep the project moving on schedule, the BOR agrees to comply with all Consultant reasonable requests and to provide Consultant timely access to all information and locations reasonably necessary to Consultant's performance of the services.

Consultant's services are based on the following assumptions and information supplied by the BOR:

- The BOR will assist with the coordination of the following:
  - Distribution of surveys to all campuses
  - Collection of requested information and data from all campuses
  - Scheduling of interviews at all campuses

- USG personnel will be available for meetings as reasonably required, during its normal business hours, throughout the course of the engagement.

- A work environment (desk, internet access, system access, printer access) will be provided for Consultant personnel. Consultant personnel will use their own laptops, so a computer is not required.

- The final report produced by Consultant will be a PowerPoint document containing its findings and recommendations supported by tables and graphics.

- Consultant's ability to complete the project in a short period of time at a minimum cost to the BOR is directly related to the number of interviews required and Consultant's ability to quickly get access to those individuals.

The successful delivery of Consultant's services, and the fees charged, are partly dependent on (i) the BOR's timely and effective completion of its responsibilities, (ii) the accuracy and completeness of any assumptions, and (iii) timely decisions and approvals by BOR management. Consultant will not be responsible for any delays, caused by any material deficiencies in the performance of BOR's responsibilities except for reasons beyond the BOR's control.

**Project Costs**

**Professional Fees**
The table below details the fixed price fees for this project.

<table>
<thead>
<tr>
<th>Project Component</th>
<th>Fixed Price Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Pre-Planning</td>
<td>$327,280</td>
</tr>
<tr>
<td>Review of 28 Institutions &amp; System Office</td>
<td>$2,301,890</td>
</tr>
<tr>
<td>Review of Augusta Health (Optional)</td>
<td>$224,880</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,854,050</strong></td>
</tr>
</tbody>
</table>

**Out-of-Pocket Expenses**
The fixed price fee noted above includes all out-of-pocket expenses covering travel costs, technology costs, communication costs, etc.

**Scope Changes**
At the outset of the project Consultant will work with the BOR project manager to define the scope change process such that any identified scope changes are documented, rigorously vetted, and mutually agreed upon before any work or expense would be incurred to complete such scope change items. Consultant does not anticipate any scope changes to this project and we will work with the BOR project manager to plan and execute the project as defined in this Contract.
Consultant Invoicing

Consultant will submit an invoice to you on a monthly basis for the services provided based upon hours charged during the prior month, with payment terms of net thirty (30) days from the date of invoice. Invoice will reference the purchase order number. Invoices will contain such information and detail as reasonably requested by the BOR.

Payments may be made via wire transfer or ACH to:

Harris Bank
Chicago, Illinois
Routing No. 071000288
Account Title: Huron Consulting Services, LLC
Account Number: 262-463-3
(Include Invoice Number to ensure proper credit)

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. We understand that our bills should be sent to:

Jim Barnaby
Strategic Sourcing Director
The University System of Georgia
270 Washington Street, SW
Atlanta, GA 30334
Phone: (404) 962-3049
Email: Jim.Barnaby@usg.edu

Business Terms

The terms and conditions of ES-RFP-47200-187 apply to this engagement