



Statement of Work

This Statement of Work, which is effective as of November 21, 2022 (this "SOW"), is made by Ernst & Young LLP ("EY") and UWF Foundation, Inc. ("Client"), pursuant to the Agreement, dated November 21, 2022 (the "Agreement"), between EY and UWF Foundation, Inc.

This SOW incorporates the Agreement by reference to form a contract. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement.

Scope of Services

EY will provide the following Services (the "Services") to Client.

Mental Health Community Alignment and Strategic Planning Support

Client Coordination and Stakeholder Engagement

Under the guidance and direction of Client, we will assist Client with delivering a project guide, providing an information request, and holding bi-weekly conference calls with you and your designees to review progress and discuss next steps.

Phase 1

During Phase 1, we will conduct an assessment, including performing an informational and organizational review, environmental scan, and gathering of discovery narratives.

Phase 1 activities will include:

- 1.1 Collecting relevant background information from you including, but not limited to findings collected during pre-project Task Force and subcommittee meetings, information submitted by stakeholders, previous strategy reports or studies created by/for you; and any existing data that the task force has regarding mental health services and supports in the community.
- 1.2 Conducting up to 15 interviews with stakeholders of your choice (e.g., representatives from local government agencies, health and human services agencies and organizations, hospital systems, mental health providers, etc.) to gain individual perspectives on your top challenges and opportunities.
- 1.3 Conducting an environmental scan on the primary programs and funding that drive delivery of mental health services in the region. We will specifically review the role of non-Medicaid block grant funding and of the of the Managing Entity contracted by the Department of Children and Families for the region as part of this scan.



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- 1.4 Conducting leading practices research on community mental health service alignment and transformation nationally on up to 5 other states/localities.

Phase 1 Reports are a written summary report of the research and background review.

Phase 2

During Phase 2, under your guidance and direction, we will meet key stakeholders to understand the dynamics of your mental health ecosystem and the aspirations for mental health services in the region.

Phase 2 activities will include:

- 2.1 Working with you to select focus group topics, participants and questions.
- 2.2 Facilitating up to 5 focus groups that will include up to 15 participants. Focus groups will be organized in coordination with the Client and your designee(s) and may be organized according to subject matter, provider type, or other methods.
- 2.3 Facilitating a workshop with the Task Force to confirm the background summary and then defining a desired future state for continuity of support and closure of gaps within the mental health system of care in the region. This workshop will take place in the Client community with participants identified by the Client.

Phase 2 Reports are the presentation of the future state sessions and an outline of the strategic framework.

Phase 3

During Phase 3 we will work with you to develop a summary of findings.

Phase 3 activities will include:

- 3.1 Helping you to develop your future state vision and goals that are illustrated in a strategic framework.
- 3.2 Facilitating a second future state workshop to support the development of options that will help the Task Force to work toward accomplishing each identified goal from the initial future state workshop, along with the identification of performance measurements and the sources of data and methods for collection and analysis. This workshop will take place in the Client community with participants identified by the Client.
- 3.3 Compiling the information into a project plan with identified actions, milestones, deliverables, owners, etc.
- 3.4 Presenting the final plan to a group of stakeholders of your choice.



Phase 3 Reports are written documentation of your plan that includes an executive summary, description of the process, findings from background research and stakeholder engagement, strategic framework, possible approaches, and metrics.

We will complete the activities detailed in and deliver the documentation listed for Phases 1 through 3 between the effective date of this SOW listed above and the date no later than March 17, 2023

Other Provisions

Client shall assign a qualified person to oversee the Services. Client is responsible for all management decisions relating to the Services and for determining whether the Services are appropriate for its purposes.

Your Obligations

We will ask you to identify participants for all workshops, focus groups, and interviews. You will be responsible for all invitations and meeting logistics. You will lead communications regarding the strategy with the larger community (e.g., you will interact with local media or share information at community events). You will also be responsible for compiling information from an EY-provided request.

Subject to EY's retained rights in Materials under Section 21 of the General Terms and Conditions of the Agreement, the deliverable(s) detailed herein shall be treated as work for hire for Client, and, upon full payment in accordance with the General Terms and Conditions of the Agreement and this SOW for such deliverable(s), EY assigns copyright in such deliverable(s) (other than Materials) to Client. EY retains all rights in any Materials or other intellectual property delivered to or accessed by Client under or in connection with this SOW.

Notwithstanding Sections 11 to 14 of the General Terms and Conditions of the Agreement, EY understands Client may disclose the Report(s) produced under this engagement publicly.

Notwithstanding anything to the contrary in the Agreement or this SOW, EY does not assume any responsibility for any third-party products, programs or services selected by Client, their performance or compliance with Client's specifications or otherwise.

EY may subcontract a portion of the Services to one or more EY Firms and to subcontractors working under EY's direction who may communicate directly with Client. EY, however, will remain solely responsible to Client for the performance of the Services. If EY has prepared or reviewed (or will prepare or review) Client's U.S. income tax returns, Client authorizes the EY Firms, including those located outside the United States, and EY's subcontractors to disclose information received or generated in connection with the preparation of any such U.S. income tax returns of the Client to and among each other for the purpose of rendering the Services and discussing and providing other



services to Client. Client has the ability to request a more limited disclosure of tax return information than that described above. If, at any time, Client would like EY to narrow the scope of the information to be disclosed, please contact EY in writing and EY will limit any disclosures that have not yet occurred. Client acknowledges that this consent will be valid for three years from the date this SOW is signed by Client below.

EY and other EY Firms may retain and use Client Information for benchmarking, analytics, research and development, thought leadership and related purposes, and to enhance their services, provided that any use does not externally identify, or make reference to, Client. In all such matters, EY and other EY Firms will comply with applicable law and professional obligations.

EY will not be responsible for any management decisions or management oversight, managing employees, or managing vendors under any services performed pursuant to the Agreement.

EY will not provide recommendations or advice to a government entity with respect to:

- Its audit, compliance, refund, enforcement, or collection strategies;
- Any matters related to a specific taxpayer or any targeted groups of taxpayers;
- Its tax statutes, tax policies, or tax guidelines (as opposed to operational guidelines); or
- Any matters related to individual personnel staffing decisions and/or employee evaluations.

Any factual representations made in Client-provided descriptions and data are the responsibility of Client. EY, in the process of this engagement, is not attesting to the appropriateness or validity of any management representation, concerning business strategy, community and economic impact, appropriateness of capitalization strategy or management capacity and experience. To the extent that attestation or agreed-upon procedures, in accordance with relevant professional standards, are required, such attestation or agreed-upon procedures are outside the scope of this statement of work.

EY is not a law firm and is not engaged in the practice of law or providing legal services in the United States. As such, Client will need to rely upon its legal counsel, for legal services, including the legal review, interpretation and advice regarding choice of legal entities, agreements with third-parties or other legal documents related to the Services.

We will not, in connection with the performance of the Services or otherwise, (i) act as a broker for the sale of any securities, (ii) solicit any potential partner or any other party (including you) to engage in any transaction, or (iii) act as a negotiator of a transaction.

Our services do not involve advice to Client regarding: (i) the investment of funds that are the proceeds of state/local government securities for purposes of realizing a return on the investment, or (ii) the issuance of state/local securities (either to the government entity issuing the security or to an Obligor acting as a private borrower in a conduit issuance of government securities), or (iii)



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state/local derivative (a swap where the government entity is a counterparty), or (iv) guaranteed investment contracts, or (v) state/local escrow investments.

In addition to the scope limitations specified herein, EY reserves the right to limit the scope of any of our services or deliverables as we deem necessary in order to comply with any applicable legal or professional standard or limitation. EY will communicate any potential scope limitations or conflicts with Client in a timely manner

Contacts

Client has identified Howard Reddy as Client's contact with whom EY should communicate about these Services. Client's contact at EY for these Services will be Clint Fuhrman.

Fees

Client shall pay EY a fee of \$297,500 for the Services.

Client shall also pay any potential value-added taxes (VAT), sales taxes, and other indirect taxes incurred in connection with the delivery of the Services, including any such taxes and related administrative costs that result from billing arrangements specifically requested by Client.

As the EY team completes the specified deliverables, we will issue a status report (format agreed upon by Client) detailing all activities and outputs that were conducted that period as detailed below. EY will submit invoices for payment upon notification of acceptance of the status report by Client, no later than 30 days from delivery of report. Payment is due upon receipt of EY's invoice.

→ Paid 3/16/23 \$100,000
5/02/23 \$140,000



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The table below delineates deliverables by invoice period:

Deliverables	Summary of Work	Evidence of Completion	Completion Date	Price
Deliverable #1: Background Review and Research	Written summary report of the research and background review	<i>Invoice initiated upon acceptance of detailed status report by UWF Foundation</i>	January 31, 2023	\$100,000
Deliverable #2: Stakeholder input and Future State Workshops	Summary of the future state sessions and an outline of the strategic framework	<i>Invoice initiated upon acceptance of detailed status report by UWF Foundation</i>	February 28, 2023	\$140,000
Deliverable #3: Strategic Plan	Written documentation of your plan that includes an executive summary, description of the process, findings from background research, strategic framework, possible approaches, and metrics	<i>Invoice initiated upon acceptance of Strategic Plan by UWF Foundation</i>	March 17, 2023	\$57,500
			TOTAL	\$297,500

In witness whereof, the parties have executed this SOW as of the date set forth below.

AGREED:

UWF Foundation, Inc

By: Howard Reddy
Howard Reddy, President

Date: November 21st 2022

Ernst & Young, LLP

By: Amy Holloway

Amy Holloway, Principal
November 21, 2022

Date: _____