

February 18, 2022

Ms. Kristen Rotz
United Way of Pennsylvania
20 Erford Road, Suite 215
Lemoyne, PA, 17043
USA

Re: Engagement Letter for Benefit Cliff Calculator Pilot

Dear Kristen Rotz,

I am pleased to confirm that Deloitte Consulting LLP (“Deloitte Consulting”) will provide consulting services as set forth in this Engagement Letter (the "Services") to assist the United Way of Pennsylvania (“UW” or "Client") in connection with Client’s Benefit Cliff Calculator Pilot (the "Project").

We have documented our understanding as follows:

- Our Understanding of Your Objectives
- Project Scope and Approach
- Project Team
- Professional Fee Estimate and Project Timing

OUR UNDERSTANDING OF YOUR OBJECTIVES

The United Way of Pennsylvania would like pilot a program in Lancaster County intended to promote financial literacy among Pennsylvanians enrolled in public benefit programs. This pilot program will leverage a soon-to-be developed Excel based tool that case managers can use to help individuals and families served by public benefit programs understand benefit eligibility. The pilot program will have an evaluation component to inform the decision on whether the Excel tool should be disseminated to other United Way offices across Pennsylvania.

Client has initiated the Project in an effort to:

- Help build financially resilient families in Pennsylvania
- Demystify benefit eligibility criteria and reduce the fear of losing public benefits, thereby empowering Pennsylvania benefit recipients to work.

PROJECT SCOPE AND APPROACH

The Services shall be limited to providing personnel, as outlined in the PROJECT TEAM section of this Engagement Letter. Client has requested that Deloitte Consulting assist with the following activities associated with the Project:

- General project management
- Technical assistance to update and test the existing benefit cliff policy analysis tool using Excel
- Train case managers working in Lancaster County, Pennsylvania who will be using the tool.
- Support the pilot evaluation, through analysis of stakeholder feedback collected through focus group sessions and surveys.

Client and Deloitte Consulting agree to work in a collaborative, cooperative manner. Deloitte Consulting expects to assist with these activities as outlined in the following table under the heading “Deloitte Consulting Role,” subject to the limitations on work effort and time outlined herein. Client agrees to assign appropriate personnel to the Project to complete tasks identified in the following table under the heading “Client Role.”

Task	Expected Deliverables	Client Role	Deloitte Consulting Role
Requirements Gathering	<ul style="list-style-type: none"> - No expected deliverables 	<ul style="list-style-type: none"> - Provide guidance to the scope - Identify key stakeholders and participants - Attend project kick-off meeting - Provide access to stakeholders who can support requirements gathering and wireframe development 	<ul style="list-style-type: none"> - Confirm project scope - Obtain sponsors' perspective of requirements - Orient Client and Deloitte Consulting project team members - Conduct project kick-off - Schedule initial meetings
Tool Development	<ul style="list-style-type: none"> - Benefit Cliff Calculator Excel File - User Manual 	<ul style="list-style-type: none"> - Provide access to stakeholders who can provide feedback on UI/UX, model inputs, and model outputs, and be available for user testing. 	<ul style="list-style-type: none"> - Add housing benefits to the existing tool - Update benefit eligibility criteria for existing programs - Update model inputs
Training	<ul style="list-style-type: none"> - No deliverables 	<ul style="list-style-type: none"> - Identify users and schedule one virtual training session (may be recorded for users who cannot attend) 	<ul style="list-style-type: none"> - Facilitate one virtual training session
Implementation	<ul style="list-style-type: none"> - No deliverables 	<ul style="list-style-type: none"> - Disseminate the tool to all users - Collect data via survey and/or 1-2 focus groups to document user experience and beneficiary attitudes 	<ul style="list-style-type: none"> - Observe 1-2 focus group sessions - Provide feedback on survey design and survey questions
Evaluation	<ul style="list-style-type: none"> - Survey analysis and focus group findings report 	<ul style="list-style-type: none"> - Collate survey data and compile in one .csv file for analysis - Provide notes and/or transcript from focus group sessions for analysis 	<ul style="list-style-type: none"> - High level qualitative and quantitative analysis to evaluate pilot outcomes

PROJECT TEAM

Client and Deloitte Consulting agree that a joint Project team will promote the success of the Project. Joint project teams significantly increase the potential for project success by reducing communication barriers and improving the probability that the findings of the project will be understood and accepted. Client agrees to assign personnel with an appropriate understanding of the Client's organization, systems, business requirements and the Project. Client shall designate one or more members of management to sponsor and make day-to-day decisions regarding the Project.

Deloitte Consulting expects to assign the following personnel to provide the Services. Deloitte Consulting reserves the right to adjust this team. Given the pro bono nature of the Services, personnel who are available at the beginning of the Services may become unavailable due to the business requirements of Deloitte Consulting. Should this happen, Deloitte Consulting will endeavor to identify other available personnel. It is expected that the Services performed virtually from February 21, 2022 to February 15, 2023.

Name	Role	Bio
Jamia McDonald	Principal	Jamia is a highly experienced government leader in Deloitte's Human Services Transformation practice, where she leads our national program and policy team serving our Government and Public Services industry. Her team supports HHS leaders around the country, both state and federal, with policy and program transformation, service delivery transformation, and thought leadership.
Brian Prendergast	Manager	Brian is a Manager supporting state & local clients, primarily focusing on human services analytics, technology platforms, and modernization projects. He also has experience delivering integration of SAP financials and SAP business intelligence/data warehousing solutions for federal government clients.
Amber Askey	Senior Solution Specialist	Amber is a Temple University alumnus with expertise in the areas of statistics, advanced analytics, and machine learning.
Aliya Heise	Solution Analyst	Aliya is a result-focused professional with strength in data analytics, financial analyses and management. She leverages data analytics and finance knowledge to promote business values and is adept at managing concurrent objectives to promote efficiency and influence positive outcomes.

In the event that any Deloitte Consulting non-US personnel serves on this engagement in the US, Client consents to Deloitte Consulting providing to regulators involved in authorizing work permits for such personnel written confirmation of this engagement and copies of this agreement.

Deloitte Consulting will endeavor to provide the minimum amount of information necessary to meet regulatory requirements.

ASSUMPTIONS

The following is a list of some of the assumptions and expectations (the "Project Assumptions") upon which Deloitte Consulting has relied in agreeing to perform the Services. Any deviation from the Project Assumptions may cause changes to the time-plan, expenses, Deliverables, level of effort required, or otherwise impact Deloitte Consulting's performance of, or ability to complete, the Services.

- Client shall commit the necessary skilled resources and management time, as described above, to support Deloitte Consulting's Services, and to accomplish the objectives of the Project in a timely manner.
- Client shall provide Deloitte Consulting with access to Client's personnel and facilities in order for Deloitte Consulting to fulfill its obligations hereunder.
- Decisions to be made by Client will be made promptly and communicated through Client's Project Manager. Client's Project Manager shall have all necessary authority to commit Client with respect to the subject matter of this Project.
- The scope of the Project as documented above shall remain unchanged, except as otherwise agreed by Deloitte Consulting and Client in writing.
- Client will not provide any sensitive information, such as PII, PHI, trade secrets and other information that it considers sensitive or highly confidential to Deloitte Consulting (or otherwise makes such sensitive information available to Deloitte Consulting) in connection with the Services
- Client will establish a contingency plan to address inadvertent disclosure of Client sensitive information to Deloitte Consulting. Client will promptly notify Deloitte Consulting's Principal or Managing Director, leading this pro bono engagement in the event it becomes aware that sensitive information has been disclosed to Deloitte Consulting inadvertently or otherwise.
- Client will develop a mutually agreeable set of data management controls specifying the processes, procedures and methods that will be used by the parties for the secure transfer, access, and exchange management of Client information pertinent to the Services, intended to safeguard the confidentiality and security of such information. Client will train its relevant personnel on any such data management approach.
- The benefit cliff calculator tool and any associated artifacts (e.g., User Manual, Survey Analysis, external communications, press releases) will not bear the Deloitte Consulting name, logo, or other identifying branding.

PROJECT PRICING AND TIMING

The professional fees for the Services are estimated to be \$234,287. However, we will perform the Services on a pro bono basis.

Deloitte Consulting expects to assist with the activities as outlined herein up to 1,047 hours of actual work effort (“Maximum Hours”). Deloitte Consulting shall have no obligation to continue providing services if the actual work effort exceeds the Maximum Hours. Deloitte Consulting agrees to work diligently to assist with the activities outlined above. Client acknowledges that it may not be possible to complete all of these activities or related Deliverables within the Maximum Hours.

Phase	2022										2023
	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan
Requirements Gathering											
Tool Development											
Training											
Implementation											
Evaluation											

This Engagement Letter is subject to our General Business Terms for pro bono services which are attached and incorporated by reference.

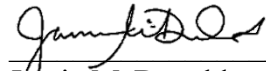
We appreciate the opportunity to assist the United Way of Pennsylvania with this important initiative and look forward to working with you. If this Engagement Letter is consistent with your understanding and acceptable to the United Way of Pennsylvania please so indicate by countersigning this Engagement Letter in the space indicated below and returning it to me at the address set out above.

Please call me at 401-714-5006 if you have any questions.

Yours truly,

DELOITTE CONSULTING LLP

By:



Jamia McDonald
Principal

ACCEPTED AND AGREED TO BY:

United Way of Pennsylvania

Authorized Signature

Name (Printed or Typed)

Title (Printed or Typed)

Date of Signature



GENERAL BUSINESS TERMS

1. **Services.** It is understood and agreed that Deloitte Consulting's services (the "Services") under the engagement letter to which these terms are attached (the "Engagement Letter") may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Client.

2. **Taxes.** The Client shall be responsible for all taxes, if any, imposed on the Services or on the transaction, other than Deloitte Consulting's income taxes imposed on a net basis or by employment withholding, and other than taxes imposed on Deloitte Consulting's property.

3. **Term.** Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of the Services. Notwithstanding the foregoing, Deloitte Consulting shall have no obligation to continue providing Services if the actual work effort exceeds the Maximum Hours. This engagement may be terminated by either party at any time, with cause, by giving written notice to the other party not less than thirty (30) days before the effective date of termination; provided that, in the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period. Deloitte Consulting may terminate this engagement or performance of any part of the Services upon written notice to Client if Deloitte Consulting determines that the performance of any part of the Services would be in conflict with law, or independence or professional rules.

4. **Deliverables.** Upon completion of the Services and subject to the terms and conditions herein, Deloitte Consulting hereby grants Client a royalty-free, fully paid-up, non-exclusive license to use, for Client's internal business purposes, the works of authorship, materials, information and other intellectual property delivered to Client as a result of the Services provided hereunder (the "Deliverables"). To the extent any Deliverable provided to Client hereunder constitutes inventory within the meaning of section 471 of the Internal Revenue Code, such Deliverable is licensed to Client by Deloitte Consulting as agent for its product company subsidiary on the terms and conditions contained herein. The rights granted in this Section 4 do not apply to any intellectual property that is subject to a separate license agreement between Client and any third party (including Deloitte Consulting's affiliates).

5. **Limitation on Warranties. THIS IS A SERVICES ENGAGEMENT. DELOITTE CONSULTING DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

6. **Limitation on Damages and Indemnification.**

a) The Client requests, and Deloitte Consulting agrees, that Deloitte Consulting will perform the Services without payment of Deloitte Consulting's professional fees and expenses. As an inducement for Deloitte Consulting to perform the Services without such payment, the Client agrees that Deloitte Consulting, its subcontractors and their respective personnel shall not be liable to the Client for any claims, liabilities, or expenses relating to this engagement ("Claims") for an aggregate amount in excess of \$ **10,000**, except to the extent resulting from the recklessness, bad faith or intentional misconduct of Deloitte Consulting or its subcontractors. In no event shall Deloitte Consulting, its subcontractors or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense, relating to this engagement. In circumstances where all or any portion of the provisions

of this Paragraph 6 or Paragraph 11(b) are finally judicially determined to be unavailable, the aggregate liability of Deloitte Consulting, its subcontractors and their respective personnel for any Claim shall not exceed an amount which is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.

b) The Client shall indemnify and hold harmless Deloitte Consulting, its subcontractors and their respective personnel from all Claims attributable to claims of third parties, except to the extent finally judicially determined to have resulted primarily from the recklessness, bad faith or intentional misconduct of Deloitte Consulting or its subcontractors.

7. Client Responsibilities. The Client shall cooperate with Deloitte Consulting hereunder, including, without limitation, providing Deloitte Consulting with reasonable facilities and timely access to data, information and personnel of the Client. With respect to the data and information provided by Client to Deloitte Consulting or its subcontractors for the performance of the Services, Client shall have the rights required to provide such data and information, and shall do so only in accordance with applicable law and with any procedures agreed upon in writing. The Client acknowledges and agrees that Deloitte Consulting's performance is dependent upon the timely and effective satisfaction of the Client's responsibilities hereunder and timely decisions and approvals of the Client in connection with the Services. Deloitte Consulting shall be entitled to rely on all decisions and approvals of the Client. The Client shall be solely responsible for, among other things: (a) the performance of its personnel and agents; (b) the accuracy and completeness of data and information provided to Deloitte Consulting for purposes of the performance of the Services; (c) making all management decisions, performing all management functions and assuming all management responsibilities; (d) designating a competent management member to oversee the Services; (e) evaluating the adequacy and results of the Services; (f) accepting responsibility for the results of the Services; and (g) establishing and maintaining internal controls, including, monitoring ongoing activities. If Deloitte Consulting is provided with access to or use of the Client's facilities outside of the United States for the purpose of performing the Services: (i) the facilities may not be dedicated solely for Deloitte Consulting's use, (ii) Deloitte Consulting will not be deemed a tenant of the Client with respect to the facilities, and (iii) Deloitte Consulting will abide by the Client's reasonable instructions with respect to the use of the facilities to the extent not inconsistent with these terms, the Engagement Letter, or any other agreement of the parties.

8. Force Majeure. Neither party shall be liable for any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

9. Limitation on Actions. No action, regardless of form, relating to this engagement, may be brought by either party more than one year after the cause of action has accrued

10. Independent Contractor. It is understood and agreed that each party is an independent contractor and that neither party is, nor shall be considered to be, the other's agent, distributor, partner, fiduciary, joint venturer, co-owner or representative. Neither party shall act or represent itself, directly or by implication, in any such capacity or in any manner assume or create any obligation on behalf of, or in the name of, each other.

11. Confidentiality and Use.

a) To the extent that, in connection with this engagement, either party (each, the "receiving party") comes into possession of any trade secrets or other proprietary or confidential information

of the other (the “disclosing party”), it will not disclose such information to any third party without the disclosing party’s consent. The disclosing party hereby consents to the receiving party disclosing such information (i) to contractors providing administrative, infrastructure and other support services to the receiving party and subcontractors providing services in connection with this engagement, in each case, whether located within or outside of the United States, provided that such contractors and subcontractors have agreed to be bound by confidentiality obligations similar to those in this Section 11(a); (ii) as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation pertaining hereto, or (iii) to the extent such information (A) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure in breach hereof, (B) becomes available to the receiving party on a nonconfidential basis from a source other than the disclosing party which the receiving party believes is not prohibited from disclosing such information by obligation to the disclosing party, (C) is known by the receiving party prior to its receipt from the disclosing party without any obligation of confidentiality with respect thereto, or (D) is developed by the receiving party independently of any disclosures made by the disclosing party to the receiving party of such information. In satisfying its obligations under this Paragraph 11(a), each party shall maintain the other’s trade secrets and proprietary or confidential information in confidence using at least the same degree of care as it employs in maintaining in confidence its own trade secrets and proprietary or confidential information, but in no event less than a reasonable degree of care. In addition, if Client is an attest client of any affiliate or related entity of Deloitte Consulting, the Client acknowledges and agrees that any such information that comes to the attention of Deloitte Consulting in the course of performing the Services may be disclosed to such affiliate or related entity of Deloitte Consulting in the context of its professional obligations as the independent accountants for the Client. Nothing in this Paragraph 11(a) shall alter the Client’s obligations under Paragraph 11(b). Notwithstanding anything to the contrary herein, the Client acknowledges that Deloitte Consulting, in connection with performing the Services, may develop or acquire experience, skills, knowledge and ideas that are retained in the unaided memory of its personnel. The Client acknowledges and agrees that Deloitte Consulting may use and disclose such experience, skills, knowledge and ideas.

b) The Client agrees that neither the Services nor any Deliverables are intended for the express or implied benefit of any person or entity other than the Client. Except as otherwise provided in the Engagement Letter, the Client further agrees that the Services and Deliverables shall not be disclosed, in whole or in part, to any person or entity other than the Client and other contractors of the Client, to whom the Client may disclose the Deliverables solely for the purpose of providing services to the Client relating to the subject matter of this engagement, provided that the Client shall ensure that such other contractors shall not further circulate, quote, disclose, or distribute, or make reference to, such Deliverables to any person or entity other than the Client. The Client shall indemnify and hold harmless Deloitte Consulting, its subsidiaries and subcontractors, and their respective personnel from all Claims attributable to claims of third parties relating to Client’s use or disclosure of the Services or Deliverables.

12. Survival and Interpretation. All provisions which are intended by their nature to survive performance of the Services shall survive such performance, or the expiration or termination of this engagement. In the event of any conflict or ambiguity between these terms and the Engagement Letter, these terms shall control. No affiliated or related entity of Deloitte Consulting or such entity’s personnel, shall have any liability hereunder to Client and Client will not bring any action against any such affiliated or related entity or such entity’s personnel in connection with this engagement. Without limiting the foregoing, such affiliated and related entities are intended third party beneficiaries of these terms, and may in their own right enforce such terms. **Each of**

the provisions of these terms shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*), or otherwise, notwithstanding the failure of the essential purpose of any remedy. Any references herein to the term “including” shall be deemed to be followed by “without limitation”.

13. Assignment and Subcontracting. Except as provided below, neither party may assign, transfer or delegate any of its rights or obligations (including, without limitation, interests or Claims) relating to this engagement or the Services without the prior written consent of the other party. Client hereby consents to Deloitte Consulting assigning or subcontracting any of Deloitte Consulting’s rights and obligations hereunder to (i) any affiliate or related entity, whether located within or outside the United States, or (ii) any entity that acquires all or a substantial part of the assets or business of Deloitte Consulting.

14. Non-exclusivity. The parties acknowledge that Deloitte Consulting shall have the right to (i) provide consulting or other services of any kind or nature whatsoever to any person or entity as Deloitte Consulting in its sole discretion deems appropriate, or (ii) use any works of authorship or other intellectual property that may be included in the Deliverables, to develop for itself, or for others, materials or processes that may be similar to those produced as a result of the Services.

15. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT.

16. Entire Agreement, Amendment and Notices. These terms, and the Engagement Letter, including exhibits, constitute the entire agreement between the parties with respect to this engagement, supersede all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by written agreement signed by the parties. All notices hereunder shall be (i) in writing, (ii) delivered to the representatives of the parties at the addresses set forth in the Engagement Letter, unless changed by either party by notice to the other party, and (iii) effective upon receipt.

17. Governing Law; Jurisdiction and Venue; and Severability. These terms, the Engagement Letter, including exhibits, and all matters relating to this engagement, shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to the choice of law principles thereof). Any action based on or arising out of this engagement or the Services shall be brought and maintained exclusively in any court of the State of New York or any federal court of the United States, in each case located in New York County, the State of New York. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum. If any provision of these terms or the Engagement Letter is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

18. Publicity. As an inducement for Deloitte Consulting to perform the Services without payment of professional fees and expenses, Deloitte Consulting or its affiliates shall be permitted to photograph or videotape the Client’s personnel and property for use in any publicity, marketing, advertising or promotional materials or activities or any other uses that Deloitte Consulting may, in its sole discretion, deem proper. Deloitte Consulting or its affiliates may also use, in any form

of media, Client's name, marks or any feedback provided by Client or its personnel (including the name of such personnel), in publicity, advertising, marketing or promotional materials or activities, or in connection with a description of the Services.