

1. INTRODUCTION AND GENERAL INFORMATION

This Scope of Work (the “SOW”) is entered into on June 19, 2023, between Kerosky Consulting LLC (“Supplier”) and Mendocino Coast Health Care District (“Client”).

TERMINOLOGY AND ACRONYMS

The following defined terms and/or acronyms shall apply to work performed by the Supplier under this SOW.

“Supplier” represents the individual or entity engaged to deliver the services defined in this SOW.

“Client” represents the organization that will engage with Supplier for the delivery of services defined herein.

“Project” represents the full scope of work that the Supplier will perform for Client under the terms of this SOW.

“Client Manager” represents the individual within Client who is responsible for approving Supplier’s work product.

CLIENT INFORMATION

Client Company Name: Mendocino Coast Health Care District

Client Manager Name: Susan Savage

Client Manager Email: ssavage@mcdh.org

SUPPLIER AUTONOMY STATEMENT

Supplier is an independent services provider and not an employee of Client. Supplier will have exclusive control over the means, method, and details of fulfilling Supplier’s obligations as defined in this SOW, including the sole responsibility of managing the delivery of all services and deliverable associated with this Project.

2. PROJECT INFORMATION

PROJECT OVERVIEW

PROJECT NAME: Board Retreat Facilitation

PROJECT PURPOSE:

To support the Board of Directors during their July 7th retreat.

PROJECT SUMMARY DESCRIPTION:

Partner with key leaders to co-design, plan, prep and facilitate the Board of Director's retreat to ensure an engaging and impactful retreat.

PROJECT PAYMENT TYPE

Supplier will submit monthly invoices for services performed during the prior month and include the number of hours worked, itemized by day, with a description of the Services performed in reasonable detail. Client will pay Supplier invoices within thirty (30) calendar days of receiving such invoice.

PROJECT DURATION

The project is expected to begin on June 19th, 2023, and end on July 21st, 2023.

WORK LOCATION

The prep and planning work associated with this Project shall be conducted virtually and facilitation of the retreat will be conducted in person (or as requested by the Client).

DESCRIPTION OF SERVICES

Supplier agrees to provide the following services ("Services") to Client:

- **Co-design agenda:** I will partner with key leaders to design the flow and detailed agendas for the retreat. Time spent in this activity includes email communications, draft agendas, and facilitation of co-design sessions. I currently estimate 1.5-hour co-design sessions and two draft agendas.
- **Retreat pre-work:** Once the goals and objectives for the retreat are established, I will develop, send, collect, and analyze and retreat pre-work materials. Time spent on this activity includes development of pre-work, email communications to board members, analysis of pre-work information and integration into retreat materials.
- **Plan and prep for retreat:** Once the pre-work information is complete, I will plan and prepare any retreat materials and activities needed to support the retreat. Time spent in this activity includes development and refinement of materials, coordination of material collection, and any communication needed with retreat participants.
- **Facilitation of retreat:** With the preparation for the retreat complete, I will facilitate a one-day retreat for the Board of Directors. Time spent in this activity includes all set up, in person retreat time and limited travel time.
- **Retreat follow up:** After the retreat, I will develop a retreat recap that captures the key outcomes, decisions, and action steps from the retreat. Time spent in this activity includes retreat recap development.

DELIVERABLES

Supplier will provide the Services described to develop and produce the following deliverables (collectively, the “Deliverables”):

- Retreat design and planning
- Fun and engaging retreat sessions
- Summary retreat document

3. PROJECT COST

Supplier and Client agree to the following costs and expenses associated with the successful delivery of the Project as defined in this SOW.

FEES

Supplier fees for the Project will be based on a per hour rate of \$250 /hour. Specific fees are indicated in the table(s) below.

Scope Area	Estimated Hours	Cost Estimate
Co-design Agenda	4.5	\$1,125
Pre-work	4	\$1,000
Plan and Prep	6	\$1,500
Retreat Facilitation	10	\$2,500
Retreat Follow Up	4	\$1,000
Total		\$7,125

EXPENSES/REIMBURSEMENT

All associate retreat travel expenses will be submitted and reimbursed at cost. Travel expenses include flight and hotel and are estimated to be no more than \$1,000.

SOW CHANGE CONTROL

CHANGE PROCESS

The project and SOW may require changes in the Services at any time prior to completion. If any such change results in Supplier's request for additional compensation, such claim must be in writing and must be submitted to within 10 days after request for the change that gives rise to the claim. Supplier will not submit to any costs incurred during the performance of this Agreement unless it has specifically ordered changes to the Services in writing.

4. SOW ACCEPTANCE AND AUTHORIZATION

Mendocino Coast Health Care District

Kerosky Consulting LLC

Susan Savage

Susan Kerosky

Board Member

Owner

Signature

Signature

Date

Date