



Communications Subject Matter Expert (SME) Retainer Agreement and Scope of Work

This agreement is between _____ and **North Central Wisconsin Healthcare Emergency Readiness Coalition**, also known as **NCW HERC**.

REQUIREMENTS: Knowledge of Wisconsin communication platforms and systems, radio usage and operations for medical and emergency personnel, and ability to provide own transportation to complete the project. The required training will be furnished by NCW HERC. The SME will maintain regular communications with the NCW HERC Board, providing project progress reports and any issues encountered. See scope of work for complete details. Ability to travel within the NCW HERC region, with flexible hours and times as required.

Timeline: The term of this agreement is effective July 1, 2023 through June 30, 2024.

SCOPE OF WORK:

- Knowledge of the Wisconsin healthcare system and referral patterns in the NCW HERC region
- A good understanding of radio communications protocols
- A quality understanding of regional public safety communications
- Experience with project development, drilling and exercising
- Familiarity with pre-hospital and hospital / Emergency Department communications used within the NCW HERC region, at the end user level
- Working knowledge of handheld radios and their communication systems, equipment, protocols, and talk groups (with information provided by NCW HERC)
- Working knowledge of Wisconsin communication platforms, equipment, protocols, and notification systems (with information provided by NCW HERC)

DELIVERABLES & EXPECTATIONS:

- Ensure one WISCOM user training for each hospital in the region
- Ensure provision of communication system training tools and resources
- Assist the hospitals in conducting monthly drills. (Two drill per month, including 1st, 2nd and 3rd shift)
 - Integrate county dispatch into these drills
 - Exercise EMResource and WISCOM together once per month
 - Twenty-four site visits over the course of the contract
- Support completion of the redundant communications drill
- Support onboarding of new regional members to emergency notification systems, including account creation
- Offer technical assistance in trouble shooting for emergent communications platforms
- Work with facilities to identify and troubleshoot response issues

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- Provide monthly SME Reports and drill summaries to the NCW HERC Board (response rates, follow-up, activities)
 - Assist DHS and NCW HERC for updating of hardware and software for emergency communications system throughout the region, including HERC internal radios
 - Collaborate with DHS and NCW HERC board to establish an ideal system of emergent communications platforms

MUTUAL HOLD HARMLESS/INDEMNIFICATION: _____ hereby agrees to release, indemnify, defend, and hold harmless NCW HERC, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of _____'s officers, officials, employees, agents or assigns.

NCW HERC hereby agrees to release, indemnify, defend, and hold harmless _____, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of NCW HERC's officers, officials, employees, agents or assigns.

NCW HERC does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

TERMINATION/REDIRECTION: Either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations, warranties or obligations under this contract. Except as may be otherwise provided in this contract, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly because of the breach of this contract and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this contract. Redirection and modifications to deliverables may be done at the agreement of both parties. If done, an amended contract will be developed and signed.



Pay: NCW HERC will pay _____ \$10,000 for the term of the contract.
_____ will invoice NCW HERC in equal, monthly or quarterly installments.
Mileage expense to complete the assigned contract is included inside of the base contract. Any mileage outside of the base contract will be reimbursed at the current reimbursement rate with approval of the board. The NCW HERC Board reserves the right to prorate this contract should there be an interruption in the ability to complete deliverables or expectations. This will be conducted by a majority board vote and thirty calendar day written notice to the Communications SME.

I have reviewed, and agree with, the above contract, scope of work, deliverables and expectations and pay for the NCW HERC Communications Subject Matter Expert Position.

Signed _____ Date _____

(Contractor)

Signed _____ Date _____

Delmond Horn, NCW HERC Chair