



## NCW HERC Logistics Contractor Agreement and Scope of Work

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

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

### **REQUIREMENTS:**

Knowledge of computer inventory products, such as Microsoft Office. Knowledge of the Wisconsin healthcare system and referral patterns in the NCW HERC region. Experience with project development and management. Ability to identify, procure, maintain, and distribute physical assets to support the mission. Ability to travel within the NCW HERC region, with flexible hours and times as required.

### **DELIVERABLES & EXPECTATIONS:**

- Maintain, review, and update NCW HERC resource lists, inventory records, and HERC storage unit
- Monitor and account for cycling of inventory to keep products and equipment current
- Conduct one visit to each county, per year, to support and review pre-staged assets
- Support activities for supply chain integrity
- Assess, evaluate, and support fulfillment of NCW HERC resource projects
- Support assessment, evaluation, acquisition, and staging of assets
- Support mobilization of NCW HERC assets
- Provide a monthly contractor report to the NCW HERC board

**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 \_\_\_\_\_' 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. Mobilization of assets to support partners will be considered outside of the base contract, 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 \_\_\_\_\_.

I have reviewed, and agree with, the above contract, scope of work, deliverables and expectations and pay for the NCW HERC Logistics Coordinator Position.



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Signed \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
(Contractor)

Signed \_\_\_\_\_ Date \_\_\_\_\_

Delmond Horn, NCW HERC Chair