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## Medical Advisor Retainer Agreement and Scope of Work

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

Timeline: This retainer agreement is effective **July 1, 2023, through June 30, 2024.**

**SCOPE OF WORK:** The medical advisor (MA) provides medical, administrative, technical and policy leadership to North Central Wisconsin Healthcare Emergency Readiness Coalition (NCW HERC.) The MA offers guidance related to a physician's perspective, to develop medical surge capacity and educate partners on the disaster tiers framework for health response. The MA also ensures that planning and response to emergencies and disasters are based on sound ethical principles and consensus guidelines. Finally, The MA will collaborate with the NCW HERC Coordinator and the NCW HERC board to identify strategies to complete the HERC workplan.

### **DELIVERABLES AND EXPECTATIONS:**

- Provide clinical input to the coalition and serve as a liaison between the coalition and medical directors/medical leadership at health care facilities, supporting entities (e.g., blood banks), and EMS agencies.
- Review and provide input on coalition plans, exercises, and educational activities to assure clinical accuracy and relevance.
- Act as an advocate and resource for other clinical staff to encourage their involvement and participation in coalition activities.
- Assure that the coalition mass casualty/surge plans provide for appropriate distribution (and re-distribution) of patients, including considerations of Medical Operations Coordination Cells (MOCCs), to avoid overloading single centers whenever possible and act as a resource for health care facilities to improve their mass casualty surge capabilities and capacity.
- Assure that subject matter experts are available locally or in coordination with receiving specialty hospitals to provide consultation and support patient transfer prioritization in specialty surge (e.g., burn, pediatric) mass casualty situation (i.e., identify which patients are a priority to transfer to specialty care centers when adequate transportation or inpatient resources are unavailable).
- Review and provide input on crisis standards of care planning and education.
- Will attend eighty percent of NCW HERC Board meetings, in-person or remote.



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**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 acts or omissions or intentional misconduct 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 acts or omissions or intentional misconduct 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:** 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.

**Pay:** To assist \_\_\_\_\_, in fulfilling the responsibilities of this contract, NCW HERC will provide \_\_\_\_\_ a baseline contract of **\$20,000** and up to but not exceeding **\$4,000** in reimbursement funding for fees, travel, hotel, and meals related to conferences and engagements supporting NCW HERC as approved by the NCW HERC board. Total contract of **\$24,000**. Any mileage or expense outside of the base contract will be not reimbursed.

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



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

\_\_\_\_\_  
(Medical Advisor)

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

Delmond Horn, NCW HERC Chair