



Planning and Development Contractor Retainer 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:

- Experience and understanding of healthcare emergency planning, training, and response
- Knowledge in emergency response plan and After-Action Report development
- Strong skills in Microsoft Office Software
- General knowledge of coalition work
- Understanding and skills in quality improvement and performance management
- Awareness of organizational structures for response entities
- Facilitation skills

DELIVERABLES & EXPECTATIONS:

- Communicate and engage with the NCW HERC board to assist in document development
- Support development of, maintain, and update of NCW HERC annexes and plans, as identified and needed with NCW HERC Board
- Support facilitated discussion and After-Action Review development for designated coordinated exercises and real-life events, as needed
- Support event tracking and documentation in identified communication platform, as needed
- Develop and co-facilitate targeted training on NCW HERC plans and annexes
- Assist in carrying out AAR plans from outside exercisers and ensuring AARs are incorporated into regional plans
- Provide a monthly contractor report to the NCW HERC Board highlighting month to month activities
- Develop monthly cases studies related to top threats and hazards identified
- Attend and document key NCW HERC meetings
- Develop a quarterly newsletter outlining critical NCW HERC activities
- Maintain and update NCW HERC Improvement Plan
- Update NCW HERC website with minutes and training content



In the event of an incident and response support is needed, these deliverables may be changed, as mutually agreed upon by the contractor and the 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 _____'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 _____ \$36,000 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 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 Program Assistant Contract.

Signed _____ Date _____

(Contractor)

Signed _____ Date _____

Delmond Horn, NCW HERC Chair