



NCW HERC Business Operations 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, 2024, through June 30, 2025.**

RESPONSIBILITIES:

- Management of a non-profit
- Knowledge in many systems including budget & finance, plan development, inventory, communications
- Working understanding in software used to execute daily business

DELIVERABLES & EXPECTATIONS:

- Ensure the maintenance and execution of essential policies to manage the business that is NCW HERC.
- Oversee financial aspects of NCW HERC, including but not limited to payroll and financial issues that may arise
- Manage and maintain software and tools essential for NCW HERC related business
- Continuously seeks external revenue sources for sustainability
- Assist the HERC Board in completion of any incorporation/non-profit matters that may arise related to NCW HERC
- Assist NCW HERC subcontractors and students in effective completion of their contracts
- Assist in execution of other projects determined essential, time sensitive, and outside of the HERC Coordinator Scope of Work, as mutually agreed upon between the contract and NCW HERC Board
- Provide a monthly contractor report to the NCW HERC board
- Track all mileage (reimbursed and non-reimbursed) in monthly contractor report
- Document the approximate time spent on each deliverable in the monthly contractor report
- Notify NCW HERC Board if something is being requested that is outside current deliverables and expectations; notify NCW HERC Board for clarification and/or supplemental contract administration

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 _____ \$12,000 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, as approved by NCW HERC 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 Business Operations Position.

Signed _____ Date _____



(Contractor)

Signed _____ Date _____

Delmond Horn, NCW HERC Chair