

Retainer Agreement and Scope of Work
for
Admin Specialist

This agreement is between the Northwest Wisconsin Healthcare Emergency Readiness Coalition, Region 1 Inc (NWWIHERC R1) and **CONTRACTOR NAME**.

REQUIREMENTS:

- Ensure completion of all business operations on behalf of the NWWIHERC in coordination with the fiscal agent, Ops Specialist and HERC Coordinator.
- Be a point of contact for the NWWIHERC by supporting the registered agent, supporting the completion of the business annual report, helping to ensure all necessary business policies are updated and filed annually, filing annual taxes, completing annual audits, and complete all other required reports and documents appropriately to remain status as a registered 501 (c) (3) and a public charity under IRC S 170 (b)(1)AA(vii) registered with the Wisconsin Department of Financial Institutions. (NOTE: This is in collaboration with the Fiscal Agent and under the guidance of the HERC Coordinator. While the Admin Specialist may not physically complete all identified documents, this position will be the primary person to submit documents to OPEHC/DHS and/or ASPR, or other as deemed appropriate by the State and/or Federal Grantors).
- Be the primary contact with the contracted accounting firm, code and submit invoices for processing in a timely manner.
- Be the main point of contact for the 501c3 NWWIHERC, INC., act as the registered agent, and ensure all necessary business policies, filings, and reports are completed appropriately and in conjunction with the accounting agency.
- Provide report for monthly BOD meetings in collaboration with the HERC Coordinator and Ops Specialist.
- Provide all requested documentation in preparation for the annual audit, be available for questions during the audit, review the audit draft and share with the BOD for final review.
- In conjunction with the HERC Program Coordinator collaborate with other contractors with the HERC for special projects, and subject matter expertise to maintain communication with the BOD and encourage successful completion of their contract deliverables.
- Financial Reporting (Support the following:)
 - **A year-end financial report** is required to be submitted to DHS by each HERC region by **August 31, 2026**. The report must include:

Retainer Agreement and Scope of Work
for
Admin Specialist

- A 1-page final financial report for the year, including the following (by budget category): Approved budget amount by budget category, total expenses in each approved budget category, variance, and funds remaining in each budget category.
 - A report in Excel format from your bookkeeping system showing all expenses for the budget period.
- Reports should be emailed to the HPP program office at: DHSHERC@dhs.wisconsin.gov.
- Additional financial reporting must be provided by the Grantee upon request by DHS. This may include (but not limited to) expenses associated with salaries, supplies, travel, contractual, or other (including copies of receipts documenting the purchase of specific items and timesheets for salaries).
- Programmatic Reporting (Support the following:)
 - Quarterly reports are required throughout agreement period with all reports on or before the agreement period ends. Grantee is required to quantitatively and qualitatively document program deliverables and provide a written statement through the reports. Grantee will be provided reporting deadlines from the DHS program area (DHSHERC@dhs.wisconsin.gov).
 - OPEHC may request and require more frequent reporting of progress of deliverables and deliverable completion, such as for and before Advisory Group meetings or at working sessions.
 - **Budget period closeout reporting and performance measures** are required by ASPR. Required documentation or submission methods may be specified by ASPR (at minimum, one ‘year-end’ report and year-end performance measures, in possible addition to others).
 - Budget period closeout activities and reporting may occur after the end date of this grant agreement.
 - Direct all questions regarding reports to the DHS program area at DHSHERC@dhs.wisconsin.gov. Failure to meet a reporting requirement(s) can result in a dispute(s) for noncompliance, default, and/or breach of the agreement terms and conditions.
 - Support the following:
 - As a subrecipient grantee, the HERC region shall maintain written and electronic records of budgets and other grant-related records as required by state and federal law and program policies. See the

Retainer Agreement and Scope of Work for Admin Specialist

Records section of the subrecipient grant agreement terms and conditions for additional information about records requirements.

- The HERC will maintain a comprehensive membership list and submit the list to OPEHC upon request.
- The HERC will assist DHS in satisfying any federal requests for information.
- The HERC will assist DHS in gathering necessary information to complete State-led plans.
- The HERC will submit activity deliverables to OPEHC using file formats and file-naming conventions provided by OPEHC and/or ASPR for each deliverable

TIMELINE:

This retainer agreement is effective from DATE, and runs through June 30, 2026, unless the termination clause is activated by either party. This agreement will automatically be renewed as written on an annual basis for up to five consecutive years, or to the end of the grant agreement time frame. Neither compensation changes resulting from cost-of-living increases, nor deliverable changes due to changes in Work Plan Deliverables will affect the auto renewal.

SCOPE OF WORK:

- General accounting and bookkeeping skills
- Knowledge of budgets and organizing income and expenses into line items
- Provide evidence/documentation of day-to-day business operations of the NWWIHERC outside of the scope of work with DHS in collaboration with the Fiscal Agent, the HERC Coordinator and the Ops Specialist.
- Submit reports and/or requests for information on behalf of the NWWIHERC as requested by the State and/or Federal Grantors.
- Monitor, update, and report on the state of the HERC budget: variances, year-to-date, identified discrepancies.

DELIVERABLES & EXPECTATIONS:

- Review and understand the HERC responsibilities related to Fiscal Agent reporting to the Office for Preparedness and Emergency Health Care (OPEHC)

Retainer Agreement and Scope of Work
for
Admin Specialist

- Maintain an accounting ledger for the NWWIHERC Board in accordance with DHS Fiscal Agent Contract Requirements
- Routinely meet with the HERC and RTAC Coordinators to review and update budgets and YTD expenses
- Develop monthly reconciliation reports for:
 - NWWIHERC Board
 - NWWI RTAC Board
 - OPEHC
- Provide a summary and field questions at monthly HERC Board Meetings
- Develop purchase order invoices for submission to OPEHC for payment to NWWIHERC and NWWI RTAC
- Develop and file 1099s for NWWIHERC Contractors
- Collaborate with the HERC to coordinate an independent audit
- Support the development of and submit a 990 EZ for NWWIHERC in collaboration with the fiscal agent
- 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 NWWIHERC Board if something is being requested that is outside current deliverables and expectations; notify NWWIHERC Board for clarification and/or supplemental contract administration

MUTUAL HOLD HARMLESS/INDEMNIFICATION:

CONTRACTOR NAME hereby agrees to release, indemnify, defend, and hold harmless NWWIHERC R1, 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 NWWIHERC officers, officials, employees, agents, or assigns.

NWWIHERC hereby agrees to release, indemnify, defend, and hold harmless **CONTRACTOR NAME AND INDIVIDUAL NAME** from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or

Retainer Agreement and Scope of Work
for
Admin Specialist

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 **CONTRACTOR NAME** officers, officials, employees, agents, or assigns.

NWWIHERC R1 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 with ninety (90) 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.

CERTIFICATIONS & EXPERIENCE:

- Education: Bachelor's Degree in related field, Master's Degree preferred.
- Experience: Ten years' experience in a lead, supervisory, or project management role which includes grant compliance experience, organizational performance monitoring, emergency response coordination, and multi-year strategic planning.
- Certifications: IS-100, 200, 700 required prior to start.

PAY:

- Contracted Rate: The NWWIHERC will pay a contracted amount of \$1250/month paid in equal monthly installments or bi-monthly if doing so is not a financial burden on the current fiscal agent. The **CONTRACTOR NAME** agrees to waive any monthly operational expense invoices to include, but not limited to; travel, lodging, office supplies, etc..
- Annually the NWWIHERC BOD shall meet to determine any increase in the contractual amount that is based upon performance and cost of living changes. This change shall be deemed a Cost-of-Living Increase and shall not affect the ability of the contract to automatically renew.

Retainer Agreement and Scope of Work
for
Admin Specialist

I have reviewed, and agree with, the above contract, scope of work, deliverables and expectations and compensation for the NWWIHERC Retainer Agreement and Scope of Work for the Operations Specialist.