

Retainer Agreement and Scope of Work
for
Operations Specialist

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

REQUIREMENTS (all duties and responsibilities are assumed to lie outside of the Scope of Work for the Primary HERC Coordinator): Provide coverage within Region 1, on behalf of the NWWIHERC in responding to real life incidents/events. Provide coverage and assistance as requested to support other regions within the State, with approval of the Region 1 Board of Directors (BOD). ‘Response’ may include;

- being available as a subject-matter expert,
- be the liaison between counties, organizations and OPEHC during and after an incident that is outside of the Coordinator’s scope of work with DHS,
- developing and leading a virtual EOC on behalf of the requesting member agency,
- Assisting in the identification of resource needs, coordinating the movement of resources to meet response needs during an incident/event,
- Traveling onsite to the impacted agency/jurisdiction and supporting response in some capacity within an EOC
- Documentation of major activities during an event to ensure recovery and after-action reporting are as efficient and effective as possible,
- Supporting the development of an After-Action report and Improvement Plan.

Ensure completion of all business operations on behalf of the NWWIHERC in coordination with the fiscal agent and Admin Specialist. Conduct any work requested by the NWWIHERC Board, or for the benefit of the NWWIHERC that is outside of the Coordinator’s scope of work with DHS/NWWIHERC R1. See scope of work and deliverables for complete details.

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:

- Ability to travel within the NWWIHERC R1 with flexible hours and times.

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- Knowledge of the NWWIHERC R1, partner relations, and procedures to assist during an incident.
- Communicate with all NWWIHERC partners during and after an incident in collaboration with the Admin Specialist.
- Will notify Board of Directors (BOD) when out of town to arrange coverage.
- Work with and implement a HERC Region 1 24/7 call-line in collaboration with an existing partner who already possesses this capability.

DELIVERABLES & EXPECTATIONS:

- You may be asked to provide regional communication and situational awareness during any incident 24/7 that may reach beyond what is contained within your contract with DHS/NWWIHERC.
- Documentation during and after incident, including the completion of an improvement plan.
- Act as an information agent between NWWIHERC partners and the State EOC/DHS during an incident.
- Act as a representative of NWWIHERC on assigned teams, meetings, or briefings.
- Provide reports to the NWWIHERC Board as appropriate in collaboration with the Admin Specialist.
- Create response policies and procedures for the NWWIHERC and ensure they are updated and signed by Board Members in collaboration with the Admin Specialist.
- Ensure ongoing response work for any large scale regional and/or state level events/incidents is completed as needed.
- Answer calls and respond to events as needed on a 24/7 basis and ensure coverage when not available.
- Work with and develop a 24/7 call-line structure with an existing HERC member that already has this capacity. This will involve a business agreement, policy change, and a potential sub-contract with the interested HERC member.

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- Create materials/resources and onboard new Board Members to ensure a smooth transition and ongoing business continuity.

MUTUAL HOLD HARMLESS/INDEMNIFICATION:

VENDOR 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 VENDOR NAME AND PRIMARY POC 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 VENDOR 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 for reimbursing 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:

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- 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 \$1,900/monthly for the response portion of this contract.
- VENDOR NAME agrees to waive the option of submitting travel and lodging claims in lieu of the contracted amount.

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.

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.