

**Web Package Creator
Position Description
Health Information Hub Task Force**

The Web Package Creator will design and implement an interactive and accessible website which will allow for inclusion of people with disabilities in coordination with the Health Information Hub Task Force and the DALNET staff.

Responsibilities:

- Identify, evaluate, and coordinate with the DALNET staff the purchase of calendar software for use in the Hub project.
- Identify, evaluate, and coordinate with the DALNET staff the purchase of HTML editor and web publisher software for use in the Hub project.
- Identify, evaluate, and coordinate with the DALNET staff the purchase of a database software for use in the Hub project.
- Design a web site using the information gathered and the requirements specified by the Health Information Hub Task Force.
- Create, add links and complete the web creation process for at least one demonstration agency.
- Design necessary forms for ease of data entry for continued success of the project.



November 6, 2000

Ms. Louise Bugg
 Director of DALNET Online Systems
DALNET (Detroit Area Library Network)
 3100 Undergraduate Library, 5150 Anthony Wayne Drive
 Detroit, MI 48202

Dear Louise,

Thank you for taking the time to speak with Carl Bentley, Antony Chen and I concerning your Web-Based Community Health Calendar System. Strategic Staffing Solutions (S3) is pleased to provide to *Wayne State University (WSU)* this proposal to implement a Web-Based Community Calendar System for **DALNET (Detroit Area Library Network)**. The initial focus for the Web-Based Community Calendar system would be the implementation of a calendar with views by month, week and day. This letter outlines our approach, staffing and professional services.

SCOPE OF WORK

S3's approach to implementing a new web-based community calendar system consists of Development and Integration of enhancements to the WebEvent software in order to provide:

- Views by month, week, day.
- Searching by location, namely county, will be developed and added to the calendar.
- Keyword searching is a feature of the product.
- Limiting the search to specific days is a feature of WebEvent.
- Programming the counties to have drop downs of the seven main counties will be developed.
- WebEvent has an administrative feature that allows for each organization to edit their own events.
- Clicking on an event's link will expose a fuller description.
- A DALNET membership form will be developed. S3 assumes that DALNET will be responsible for providing adequate specifications in a timely manner. S3 also assumes that information gathered through these forms will be transmitted through email.
- Three organizational forms will be developed. S3 assumes that DALNET will be responsible for providing adequate specifications in a timely manner. S3 also assumes that information gathered through these forms will be transmitted through email.
- All appearance items are acceptable and the calendar will be made to comply with W3C's web accessibility initiative and tested with the Bobby software, which evaluates compliance.
- Links to the calendar homepage will e added.

3 to 4 hrs for forms

COST

- All items listed above regarding modifications of the WebEvent will be developed at an estimated cost of \$16,000.00.
- DALNET's membership forms will be developed at an estimated cost of \$640.00.
- The 3 organizational forms will be developed at an estimated cost of \$960.00.
- The Implementation process is estimated at a cost of \$2,560.00 of all items above.
- The total cost of completing Phase I of this project is estimated at \$20,160.00.



TIMELINE

The timeline provided below is to be used for estimating purposes only. Final timelines will be determined at commencement of and during project.

- Project begins November 27, 2000.
- To be installed December 22, 2000.
- Testing time line estimated for 2 weeks beginning January 8, 2001 through January 19, 2001.
- Go Live January 24, 2001!!!

DELIVERABLES

- After DALNET supplies the WebEvent software, for which WSU will obtain two licenses for at least 5 users directly from the vendor S3 will provide an off-site development environment.
- Modifications will be made according to the Scope of Work.
- Modifications will be fully documented.
- Bi-weekly reports will be provided that included status of project and hourly usage reports.
- Implementation support will be provided to install the modified version onto Wayne State's servers.
- DALNET and Wayne State staff will be responsible for acceptance testing to test for bugs and verify the modified features of the software.
- Payment will be provided after all deliverables listed above have been completed and approved.

STAFFING

The Analysis Team will consist of a Project Manager and two Project Analysts. Denise Kurowski, Mark Rabinovitz and Antony Chen will serve as subject matter experts to provide background knowledge. I will also monitor the day-to-day activities of the project to guarantee clear and timely communications.

Thank you for choosing S3. We look forward to partnering with the *DALNET (Detroit Area Library Network)* to implement a new web-based community calendar approach. If you have any questions, please contact me at (313) 870-2390.

Sincerely,

A handwritten signature in black ink, appearing to read "Rene' Bryant-Smith", is written over a horizontal line.

Rene' Bryant-Smith
Sr. Account Manager

Agreed to:

DALNET (Detroit Area Library Network)

By: _____

Date: _____



QUOTATION

For

DALNET'S .

Web-Based Community Calendar System

The table below represents a detailed analysis of the cost associated with design and implementation for the Web-Based Community Calendar System.

CATEGORY	DESCRIPTION	QUANTITY	COST
Hardware	N/A		\$00.00
Software	N/A		\$00.00
Professional Services	- Lead Developer	100 hours @ \$160.00	\$16,000.00
	- Implementation Specialist	16 hours @ \$160.00	\$2,560.00
	- Forms Developer	10 hours @ \$160.00	\$1,600.00
Communications	N/A		\$00.00
Totals			\$20,160.00

The table above is for budgetary purposes only. All Professional Services will be invoiced for actual billable hours.

Terms of payment shall be net thirty (30) days and S3 will invoice the client following completion of deliverables as stated in the attached letter dated November 6, 2000. Any invoices unpaid thirty (30) days after receipt by the client shall be deemed a late payment unless the client has objected in writing to said invoices within thirty (30) days of receipt thereof.



AGREEMENT FOR TECHNICAL PERSONNEL SERVICES{PRIVATE }

This *AGREEMENT* is made on this 6th day of November, 2000 and entered into by and between *STRATEGIC STAFFING SOLUTIONS, INC.*, having its offices at 3011 West Grand Blvd. Suite 1415, Detroit, Michigan 48202, (hereinafter referred to as "*S3*") and *WAYNE STATE UNIVERSERY* in its capacity as fiscal agent for *DALNET (Detroit Area Library Network)*, (hereinafter referred to as "*the CUSTOMER*"), located at Dean of Libraries, Wayne State University, 3100 Undergraduate Library, 5150 Anthony Wayne Drive, Detroit, Michigan 48202.

The *CUSTOMER* desires to contract with *S3* to obtain the licenses to the software and any supplemental products.

WHEREAS subject to the terms and conditions set forth in the Agreement, *S3* shall provide the *CUSTOMER* certain professional technical personnel to provide services to the *CUSTOMER* for Web-Site Development and Project Design.

WHEREAS the *CUSTOMER* desires to have *S3* provide said services, this document will serve to outline the terms and conditions of the business relationship. Details that are specific to a particular engagement (i.e., the technical resource to be engaged, the engagement beginning and ending dates and the hourly billing rate) shall be provided in an engagement confirmation letter, which shall become part of this agreement.

IT IS HEREBY AGREED, by and between the parties as follows:

1. TERM

The term ("*TERM*") of this Agreement shall commence as of the date first above written and shall terminate upon written notice from either party to the other.

2. RELATIONSHIP OF INDEPENDENT CONTRACTOR

Employees furnished by Strategic Staffing Solutions to perform services under this Agreement shall be and remain *S3* employees and under no circumstances are such *S3* employees to be considered the *CUSTOMER*'s employees or agents, and shall be an independent contractor relationship to the *CUSTOMER* at all times.



3. LOCATION OF S3 EMPLOYEE

Unless otherwise agreed upon, the services performed by the employee of Strategic Staffing Solutions will be on facilities operated by Strategic Staffing Solutions.

4. PROFESSIONAL SERVICES

The CUSTOMER has the right to approve, reject, or interview any member of the project team at their discretion. If the CUSTOMER chooses to exercise this right, the CUSTOMER shall not hold S3 responsible for any changes in cost, quality, or timeline. S3 services to be performed under this Agreement in that capacity shall be performed by resources that have the necessary qualifications and capabilities as required by the CUSTOMER's needs.

5. REMOVAL OF S3 RESOURCES

Upon the CUSTOMER's request, S3 shall remove any team member from the project which the CUSTOMER deems unsatisfactory for servicing the CUSTOMER's needs and said removal shall be the sole discretion of the CUSTOMER. However, the CUSTOMER also shall also agree that a removal of a team member after initiation of services will cause changes in cost, quality, and timeline.

6. TERMS OF PAYMENT

Terms of payment shall be net thirty (30) days and S3 will invoice the CUSTOMER upon completion of deliverables as stated in attached letter dated November 6, 2000. Any invoices unpaid thirty (30) days after receipt by the CUSTOMER shall be deemed a late payment unless the CUSTOMER has objected in writing to said invoices within thirty (30) days of receipt thereof.

7. TAXES

The fees payable for services rendered under this Agreement shall not be construed to include State of Michigan sales tax or any local, state or federal sales, use or excise taxes or similar taxes or duties and any such taxes or assessments shall be paid by the CUSTOMER. Notwithstanding anything to the contrary contained in this paragraph, the CUSTOMER shall not be responsible for any amounts which represent: Income taxes of S3, Social Security, FICA, payable by S3 as the employer of personnel furnished to the CUSTOMER hereunder, federal, state or local tax withholding or other payroll deductions.

S3 shall provide its normal and customary benefits to its employee, and the CUSTOMER shall have no liability or responsibility for any benefits provided under this Agreement.



8. WARRANTIES

S3 expressly warrants that all of its employees under this Agreement shall be qualified personnel suitable to the needs of the CUSTOMER. In addition, S3 will provide an additional 30 days of support to any modifications made to the WebEvent product as a part of and within the scope of the project (as described in the Scope of Work in the attached letter dated November 6, 2000). This warranty will be executed as an independent project with hours not to exceed 80. This warranty is given in lieu of all other warranties whether expressed or implied, written or oral, of any kind of nature and specifically in lieu of warranties of Merchantability or fitness for a particular purpose.

9. CONFIDENTIALITY/INTELLECTUAL PROPERTY

S3 represents and warrants that its employees are free to divulge to the CUSTOMER without any obligation to or violation of any rights of others and all information, practices, techniques that may be described, demonstrated, divulged or in any other manner known to the CUSTOMER during the performance of this Agreement. S3 shall indemnify and hold harmless the CUSTOMER from and against any and all liability and loss, cost, expense, damage, claims or demands or actual or alleged violation of the rights of others and any trade secret, know-how or other confidential or proprietary information by reason of the CUSTOMER's receipt or use of the services or information described above or otherwise in connection with this Agreement.

S3 and S3 employees shall promptly and fully disclose and assign to the CUSTOMER all inventions and discoveries made by S3 employees resulting from or arising out of services provided under this Agreement and will assist the CUSTOMER, at the CUSTOMER's expense, to obtain patents on such inventions in all countries. All such inventions and discoveries are and shall remain the CUSTOMER's property whether or not disclosed, assigned or patented. Any novel features developed in the course of work under this Agreement whether patentable or not shall immediately become the property of the CUSTOMER and shall be assigned upon request to the CUSTOMER. S3 shall cause its employees to execute such instruments and documents as the CUSTOMER may require for that purpose. Copyright is to be assigned to *Wayne State University* on behalf of *DALNET*.

10. NONCOMPETITION

Except as specified to the contrary herein, the Agreement shall not be construed to restrict either S3 or the CUSTOMER from executing any other business transaction with other firms or competitors of either party.



11. ENTIRE AGREEMENT

This Agreement and attachments incorporated herein constitute the entire agreement between S3 and the CUSTOMER and supersede all previous communications, representations, understanding and agreements whether or not they are oral or written between S3 and the CUSTOMER, and this Agreement shall not be modified except in writing signed by S3 and the CUSTOMER.

12. ACTS OF GOD

Neither party shall be liable for any damages resulting from Acts of God or from any other cause beyond the reasonable control of the parties.

13. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is deemed to be unenforceable or invalid for any reason by a court of competent jurisdiction or otherwise, the remaining provisions of the Agreement shall remain in full force and effect.

14. NOTICES

Any notices required or permitted under this Agreement shall be in writing addressed to the parties at the offices as set forth on the face of this Agreement unless the parties agree to a different place for notice, and any said notice shall be effective when mailed by certified or registered mail, or delivered in person.

15. GOVERNING LAW

This Agreement shall be governed in all respects in accordance with the laws of the State of Michigan.

16. LIABILITY

S3 and S3 employees shall exonerate, indemnify and hold harmless the CUSTOMER from and against any and all liability, loss, cost, expense, damage, claims or demands on account of injuries (including death) to S3 or its employees or loss of or damage to S3' property or that of its employees, arising out of or resulting in any manner from or occurring in connection with the performance of services under this Agreement.



17. SECURITY

S3 employees shall abide by all security procedures, including but not limited to the physical security and the data processing security, of the CUSTOMER when notified by the CUSTOMER.

18. PROGRESS REPORT

The S3 consultant, engaged by the customer, shall submit a bi-weekly progress report to the CUSTOMER. Each progress report shall describe the status of S3's performance since the preceding report, including the project elements delivered, the progress expected to be made in the next succeeding period, any issues, and total hours expended during the applicable period.

19. HEADINGS

Headings used in this contract are for reference purposes only and shall not be deemed a part of this contract.

DALNET (Detroit Area Library Network)

By: _____
Wayne State University Dean of Libraries/President of DALNET

FORM APPROVED

Subject to addendum
OFFICE OF THE
GENERAL COUNSEL

By: _____
Purchasing Agent

Date: _____

STRATEGIC STAFFING SOLUTIONS, INC.
a Michigan Corporation

By: _____
Rene' Bryant-Smith, Senior Account Manager

Date: _____

ADDENDUM TO AGREEMENT FOR TECHNICAL PERSONNEL SERVICES

This Addendum is hereby incorporated by reference and made a part of the attached Agreement for Technical Personnel Services between Wayne State University in its capacity as fiscal agent for DALNET (Detroit Area Library Network) ("the Customer") and Strategic Staffing Solutions, Inc. ("S3").

1. The following is added at the beginning of Section 6:

"S3 agrees that in the event the estimated costs detailed in the attached letter dated November 6, 2000 will be exceeded S3 shall promptly notify Customer, and in no event shall S3 proceed with services under this agreement until Customer has approved such increased costs."

2. The first sentence of Section 7 is deleted and replaced with the following:

"The parties acknowledge that Customer is a tax-exempt organization but will pay all applicable taxes."

3. The following is added as a new section 20:

"In performing services pursuant to this Agreement S3 agrees that it and its employees and agents shall abide by the terms of the attached WebEvent, Inc. Software License agreement ("the WebEvent Agreement"), including but not limited to the obligations and restrictions imposed upon the licensee by Sections 2 and 6. S3 further agrees that it shall use any WebEvent software which is subject to the WebEvent Agreement only for the purposes of performing services pursuant to this Agreement and shall not retain in any form such software after such services are concluded."

Agreed:

WAYNE STATE UNIVERSITY

STRATEGIC STAFFING SOLUTIONS, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FORM APPROVED
[Signature] 11/29/00
OFFICE OF THE
GENERAL COUNSEL

X-Sender: beth@server.matadordesign.com
Date: Tue, 24 Oct 2000 17:17:25 -0500
To: "Scott P. Muir" <ag1648@mail2.wayne.edu>
From: Elizabeth <help@WebEvent.com>
Subject: Text of WebEvent Software License
Cc: webevent <help@WebEvent.com>

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8. Canadian/French Transactions.

If you acquired this Software in Canada, France, or other French-speaking countries, you agree to the following: The parties hereto have expressly required that the present Agreement and its Exhibits be drawn up in the English language. / Les parties au présent contrat ont expressément exigé que ce contrat ainsi que ses Annexes soient rédigées en langue anglaise.

9. Complete Agreement.

This License constitutes the entire agreement between the parties with respect to the use of the WebEvent, Inc. Software and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by WebEvent, Inc.