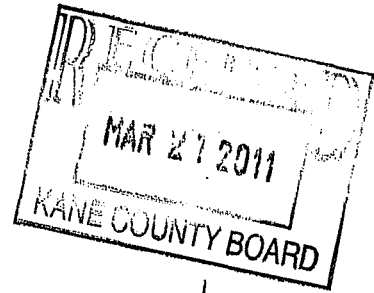


DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board



Name of Document: COC Consultant Agreement

Submitted by: Amy Coyne

Date Submitted: 3/21/11

Examined by: KC Signo
(Print name)

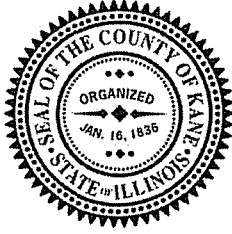
[Handwritten Signature]
(Signature)

3-23-2011
(Date)

Comments: _____

Chairman signed: Yes No 3-24-11
(Date)

Document returned to: A. Coyne



Kane County Office of Community Reinvestment
719 Batavia Avenue
Geneva, IL 60134
Tel: 630-444-3027
Fax: 630-232-3411

Continuum of Care for Kane County Consultant Agreement

This Agreement (hereinafter the "AGREEMENT") is made and entered into on _____, 2011, by and between Kane County Development Department (hereinafter the "CLIENT"), located at 719 Batavia Avenue, Geneva, Illinois, and Software Support Systems, Inc., an Illinois corporation, (hereinafter the "CONSULTANT"), located at 803 South Fifth Avenue, Saint Charles, Illinois, for the purpose of providing Homeless Management Information System (hereinafter "HMIS") consulting services for the Kane County Continuum of Care Program and technical services related thereto (hereinafter collectively the "Services").

In consideration of the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

I. STATEMENT OF SERVICES - SCOPE OF WORK

CONSULTANT agrees:

- A. To Provide up to 80 service hours to the Kane County HMIS monthly.
- B. To Perform system administration level 2 and technical assistance for the Bowman System's ServicePoint version 5 for all participating agencies. Technical assistance would include; agencies experiencing difficulties with the system, recommending and monitoring system upgrades, and general questions about the system.
- C. To Advise the Kane County Office of Community Reinvestment of recommended changes in software, hardware, training needs for the HMIS.
- D. To Assist in the purchase of computer equipment, software, licenses and other related items.

(1) Terms for such purchases or acquisitions shall be based on industry standards and comply with the corresponding vendor's terms and shall be agreed upon by both parties prior to

said purchases or purchase orders being issued;

(2) All such purchases or acquisitions shall be invoiced separately from CONSULTANT's other services and shall be the property of Kane County; and

(3) Copies of vendor invoices shall be included with CONSULTANT's invoices;

- E. To Create custom reports and assessment screens as needed.
- F. To Provide monthly service and data reports to ensure agency data quality.
- G. To Maintain an inventory list and ID information for all equipment, software and licenses purchased upon notification of their purchase, as well as their initial placement and any decommissioning of equipment.
- H. To Assist participating agencies with HPRP workflow and reports required by the State of Illinois, consolidated reports direct to the State of Illinois, consolidated reports to the City of Aurora and to Kane County. Billing for these services is directly to these agencies.
- I. To Perform such other duties as both parties may mutually agree upon in writing.
- J. To Complete the Annual HUD Assessment Report (AHAR) for the Continuum of Care for Kane County and AHARs for targeted populations as required by HUD.
- K. To Maintain aggregated data elements for the AHAR reporting from participating agencies until service becomes native to ServicePoint 5.
- L. To Create an HMIS Policies/Procedures and Data Quality Plan for participating agencies.
- M. To Store a Kane County laptop should the Continuum of Care desire to replace the one placed in service in July 2010, and aggregation server at consultant's office and maintain an offsite data backup in a safety deposit box to be reimbursed by the County.
- N. To provide Technical assistance and support during standard business hours, 9 a.m.-5 p.m. Monday-Friday with the exception of standard Federal Holidays. To provide On-call, off-hour, weekend and holiday support only with prior approval and at a rate of \$75.00 per hour on an emergency basis.
- O. All work shall be performed in accordance with sound and generally accepted professional practices and industry standards.

II. CONSULTANT'S EMPLOYEES

- A. CONSULTANT personnel shall be and will remain at all times, during this Agreement, employees of CONSULTANT. CLIENT shall not be responsible for any payments due CONSULTANT employees on account of, or in connection with, this AGREEMENT.
- B. In performing the services hereunder, CONSULTANT agrees to comply with all applicable local, state, and federal laws, regulations, and orders relating to fair and equal employment opportunity practices and policies.
- C. Each party agrees, during the term of this AGREEMENT and for twelve months thereafter, to not solicit or offer employment to the other party's employees.

III. SOFTWARE LICENSES

All Third-Party Software licenses will be executed between the CLIENT and the Third-Party Software vendor for the effective management of HMIS. Appropriate SA2 licenses will be transferred from the Third-Party to the CONSULTANT in accordance with a mutually acceptable license agreement only for the duration of this agreement and which

shall provide acceptable indemnification provisions for CONSULTANT.

IV. HOURS OF OPERATION/SUPERVISION

A. Technical assistance and support will be made available at the standard rate of service during standard business operating hours, 9am-5pm Monday-Friday. On-call, off-hour, weekend and holiday support will be provided on an emergency basis and will be subject to the rate premiums as described below (see COMPENSATION). Technical support services are a vital function of Software Support Systems, Inc. and are not exclusively offered to Kane County agencies. Off-hour support calls will be responded in order of industry standard priorities. Guidelines so as to keep on-call, off-hour, weekend and holiday support at a minimum will be provided by CONSULTANT.

B. The CONSULTANT will work under the supervision of the Director of Building & Community Services Division, Kane County Development Department. The CONSULTANT shall meet with the Director of Building & Community Services Division, Kane County Development Department, to report on activities, issues and for planning purposes. Updates via telephone, e-mail or fax may be required more frequently.

V. DISCLOSURE

The CONSULTANT shall initially disclose upon acceptance of this AGREEMENT, and update regularly, all other consulting contracts or involvement with other agencies or projects that are related to the activities of the Continuum of Care Program for Kane County and that might constitute a conflict of interest.

VI. USE OF FACILITIES/MAILINGS

A. The CLIENT agrees that the CONSULTANT may have access to Development Department facilities, telephone, computer, copier and fax depending on availability. The CONSULTANT may use outside facilities and office equipment and be reimbursed for some items as outlined under the Reimbursable Expenses section of this AGREEMENT.

B. CONSULTANT agrees that all bulk mailings are to be delivered to the Kane County Development Department to be mailed from the County's mailing office.

VIII. CONFIDENTIALITY

A. The parties acknowledge that in the course of this Agreement they will have access to, and/or will be in possession of, Confidential Information of the other. "Confidential Information" shall mean information regarded by that party as confidential, including, but not limited to, information relating to its past, present, or future research, development, or business affairs; future project purchases; any proprietary products, materials, or methodologies; all items prepared for and submitted to CLIENT in connection with work performed under this Agreement, including drafts and associated material; and any other information marked or, in the case of information verbally disclosed, verbally designated as confidential at the time of disclosure by that party.

B. Each party shall hold in confidence, in the same manner as it holds its own confidential information of like kind, all Confidential Information of the other to which it may have access hereunder. Access to Confidential Information shall be restricted to those of the disclosing party's personnel, subcontractors and other agents with a need to know and engaged in a permitted use. CONSULTANT's deliverable products marked confidential shall neither be exhibited nor distributed in any way to parties external to CLIENT, CLIENT's personnel, subcontractors, and agents not engaged in the performance of this Agreement.

C. The foregoing shall not prohibit or limit either party's use of information including, but not limited to, ideas, concepts, know-how, techniques, and methodologies which (i) are or become generally available to and known by the public (other than as a result of an unpermitted disclosure directly or indirectly by the receiving party hereunder or its agents, representatives, or advisors), (ii) is or becomes available to it on a non-confidential basis from a source other than the furnishing party or its affiliates, advisors, agents, or representatives, provided that such source is not and was not bound by a confidentiality agreement with or other obligation of secrecy to the furnishing party, (iii) has already been or is hereafter independently acquired or developed by it without violating any confidentiality agreement or other obligation of secrecy to the furnishing party, or (iv) is required by law or regulation to be disclosed, provided, however, that it shall give the furnishing party reasonable advance notice of such requirement so that the furnishing party may seek appropriate legal relief against such disclosure.

D. The parties hereto agree and acknowledge that any such Confidential Information shall be considered for all purposes confidential and privileged information under any local, state, or federal law and such Confidential Information shall not be released pursuant to any local, state, or federal act, law, or statute concerning "freedom of information."

E. Upon termination or expiration of this Agreement for any reason, both Parties shall return to the other Party any confidential information or proprietary information belonging to the other Party which is in their possession, except that CONSULTANT shall be entitled to retain a duplicate set of any configuration and/or customized Software delivered by CONSULTANT in connection with this Agreement. This section shall survive termination or expiration of this Agreement for any reason.

VII. FUNDING/COMPENSATION

A. CONSULTANT will be paid with funds from a HUD grant for the implementation of an HMIS administered by the Kane County Development Department. Other funding sources may be used as they become available from HUD, municipal partners or other sources.

B. CONSULTANT, from the effective date of this AGREEMENT and through December 31 of 2013, shall be compensated according to the following fee schedule:

During standard weekday business hours:

1. Services will be billed at \$50.00 per hour plus any pre-approved direct costs, including postage and supplies. Electronic delivery will be used whenever possible;
2. Professional Documentation initially composed by the Consultant will be provided in Electronic media produced in MS Word for easy user ongoing modifications and reprints without additional costs and billed at the Administrative Rate. Should the Continuum of Care Coordinator desire modification by a professional document writer, and obtain written authority to create same, the electronic media will be assigned to a Document Writer whose fee shall be the direct responsibility of the CLIENT;
3. Local travel within Kane County and its collar counties will be charged at \$35.00 per hour and clearly documented in the monthly billing; and

During Weekends, Holidays, Evening, and On-Call hours:

4. Pre-approved Services will be billed at \$75.00 per hour;
- C. Compensation subsequent to December 31 of 2013 shall be subject to annual increases based on the same percentage increase in the United States Bureau of Labor Statistic= Consumer Price Index (CPI-W) applied to Social Security and Supplemental Security Income beneficiaries for the next calendar year.
- D. Continued troubleshooting “BETA” work performed to assist with system performance that is unbilled to any client which results in a credit for the Kane County Continuum of Care from Bowman Systems, Inc. shall result in a 10% commission to Software Support Systems, Inc. and 90% shall be retained by Kane County Continuum of Care for other HMIS purposes.
- E. Any services provided in addition to those listed in the AGREEMENT will be by mutual agreement at a rate to be negotiated.

VIII. REIMBURSABLE EXPENSES

The CONSULTANT may bill the Kane County Development Department for reimbursement of the following expenses if they are confirmed to be allowable expenses under the terms of the HUD grant:

- A. Conference fees and materials;
- B. Pre-Approved Travel expenses for non-localized training and HUD conference events;
- C. Internet Connection fees;
- D. Cost of copies; Office supplies such as paper, computer media, labels, envelopes;
- E. Postage for miscellaneous mailings; and
- F. Other items with written pre-approval.

The CONSULTANT will be responsible for the following expenses unless pre-approved and allowable under the HUD HMIS Grant:

- H Telephone charges;
- I Off-site computer, fax, copier and other equipment non-owned by Kane County;
- J Off-site office space.

IX. BILLING

A. The CONSULTANT shall submit an itemized invoice on a monthly basis generated on the 12th of each month to the Kane County Development Department with terms of Net 30 days. The invoice shall provide a summary of services, hours worked, servicer, program identification separation as needed and itemized reimbursable expenses.

B. The CONSULTANT may be required to submit complete or partial invoices to other funding sources, if they become available.

X. TERM OF AGREEMENT

The initial term of this AGREEMENT is for twelve (24) months from the above date and will automatically renew for successive twelve (12) month periods unless terminated earlier by either party upon sixty (60) days written notice to the other party of its intent to terminate the AGREEMENT.

XI. SPECIAL CONDITIONS

The following conditions are incorporated into the understandings associated with this AGREEMENT:

A. If the project scope of work is requested to be increased or changed by CLIENT in such a manner as to require additional labor or expenses and CONSULTANT agrees to such changes, the parties will adjust both scope and fees, or other affected terms through written amendment to this AGREEMENT.

B. CONSULTANT's designated staff will have the opportunity and authority to contact personnel at CLIENT directly in the performance of technical consulting duties.

XII. COMMUNICATION AND NOTICES

A. Every Notice between the Parties relating to the performance or administration of this AGREEMENT will be made in writing and, if to Kane County, to Kane County's authorized representative or, if to Software Support Systems, to Software Support Systems' authorized representative.

B. All Notices required under this AGREEMENT are deemed received when delivered either:

1. Three (3) calendar days after mailing by registered or certified mail, return receipt requested and postage prepaid; or
2. One (1) business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving Party; or
3. The same day if by facsimile transmission, addressed to the proper Party with confirmation receipt that the facsimile was transmitted satisfactorily;
or
4. The same day if by electronic mail (Email), addressed to the proper Party with return electronic confirmation notice of delivery.

If to Kane County:

Kane County Development Department
719 Batavia Avenue
Geneva, Illinois 60134
Attention: Paul Kuehnert
Email: kuehnertpaul@co.kane.il.us
Telephone: 630-232-3451
Facsimile: 630-232-3411

If to Software Support Systems:

Software Support Systems, Inc.
803 South Fifth Avenue
Saint Charles, Illinois 60174
Attention: Lynn Bruesewitz, President
Email: lbruese@innkontrol.com
Telephone: 630-587-2999
Facsimile: 630-587-3499

or to such other address or addresses as may be specified.

XIII. HEADINGS AND CAPTIONS

Headings and captions set forth in this Agreement are for convenience of reference only and do not alter the meaning or interpretation of any provisions herein.

XIV. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable by applicable law, that provision will be severed from this Agreement; the remaining provisions will remain in full force and effect; and a similar legal, valid and enforceable provision will be substituted in lieu of the severed provision.

XV. SURVIVAL

All provisions of this Agreement which by their nature should apply beyond its term will remain in force after any termination or expiration of this Agreement including, but not limited to, Confidentiality.

XVI. ENTIRE AGREEMENT

This AGREEMENT and the attachments hereto, if any, constitute the entire understandings of the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements and understandings, whether oral or written. Additional written understandings between the parties, such as proposals from CONSULTANT and written acceptances by CLIENT, may be attached as attachments to this AGREEMENT. This AGREEMENT may only be amended or terminated in writing by, or on behalf of, either party.

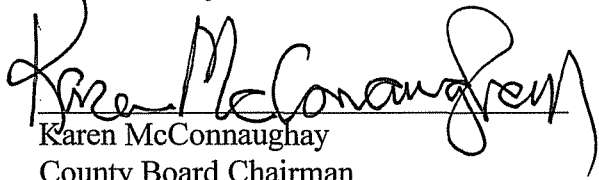
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be signed by their authorized representatives as of the date first set forth above.

Software Support Systems, Inc.

Lynn Bruesewitz, President

date

Kane County



Karen McConnaughay
County Board Chairman
Kane County

date

