Statement of Work

Statement of Work No.	21466
Revision No.	1.2
Customer Name:	Livingston County
Project Name:	Probate Court Baseline Implementation
ImageSoft Contact:	Tim Zarzycki
Contract Type:	Fixed Price
Submitted Date:	9/13/2021

This Statement of Work ("SOW") is made and entered into by and between i3-ImageSoft, LLC., a Michigan Corporation with its principal offices at 25900 W. 11 Mile Rd, Suite 100 Southfield, MI 48034 ("ImageSoft"), and Livingston County with its principal offices at 304 E Grand River Avenue, Howell, MI 48843 ("Customer"):

This SOW is to be attached to and is hereby made a part of the Professional Services Agreement ("PSA" or "Master") entered into by and between Customer and ImageSoft dated 2/20/2015.

Unless otherwise specified, the products and services provided within this SOW are hereby added to and covered for the duration and under the terms of the System Maintenance Agreement ("SMA") entered into by and between Customer and ImageSoft dated 2/20/2015.

Capitalized terms are as defined in the PSA or herein. To the extent that any terms and conditions contained in the related PSA or SMA are in conflict with, or in addition to the terms and conditions of this SOW, the terms and conditions of this SOW shall control, except for terms and conditions that cannot be overridden as noted in Section 1.1 of the Master.

The pricing and terms in this SOW are valid for thirty (30) calendar days from the date of submission.

Table of Contents

1. Executive Summary

Customer has requested the following SOW for ImageSoft to design, configure, and implement an OnBase Enterprise Content Management ("ECM") and OnBase Workflow Solution for Livingston County's Probate Court ("PC"). For the proposed solution, ImageSoft will provide the following:

- **OnBase ECM Suite** to serve as the central document repository and workflow engine.
- **OnBase Workflow Solutions** – workflow solutions that are intended to remove paper and streamline court processes featuring:
    - Electronic review, routing, signing, and docketing of court received filings.
    - Electronic management of court hearing process.
- **ImageSoft Software Solutions** - TrueSign™
- **Integration with JIS (Probate Court)** to share processes and court data between applications featuring:
    - Ability to retrieve case file from dedicated JIS screens (four (4) screens).
    - Automated update of ROA meta-data (three (3) fields).
    - Case and Hearing information management.

This SOW provides pricing and scope information for installing, configuring, testing, training, and migrating (to one (1) environment) of the OnBase system based on the initial gap analysis efforts documented within the Solution Requirements Document ("SRD") and information provided by the Customer.

The implementation services proposed within this SOW were defined and estimated without the benefit of detailed requirements, architecture, and design that are required to accurately define solution customization effort, approach, and integration priorities. As such, the estimated Deliverable and Service fees will be confirmed, subject to assumptions obligations identified in the PSA, during the 3.1 Business Analysis and Design activity identified in this SOW.

Any changes that arise during the Business Analysis and Design activity will be managed through the *Project Change Authorization Procedure* described in Appendix A-1. If a change in scope occurs, ImageSoft will present to Customer the reasoning for the additional or reduced scope and an estimate of the changed effort. Customer will be given the option to accept the scope change, through a change order, or where feasible, to continue the project at the original scope.

2. Proposed Solution

ImageSoft's Probate Court Workflow Solution is a role-based workflow platform for creating a "paper-on-demand" environment for the criminal justice system and integrates with Livingston County's JIS (Case Information System) to facilitate the onboarding and processing of both Probate and Civil Court documents from initiation to final disposition.

The objective of this activity is to implement the ImageSoft Probate Court Workflow Solution which will be configured according to the SRD and will include the following:

- One (1) electronic case file to organize court documents. *(See Appendix C-1 for sample)*
- Document catalog to enable users to quickly apply Doc Code, Doc Description, JIS Code, and Document Type Information to filings.
- JIS integration to include the following features:
  - Retrieval of electronic case file from the following four (4) JIS screens:
    - HDR MOD (Probate Screen)
    - HDR MOD (Civil Screen)
    - Transaction Request Screen (Probate Menu)
    - SCH ADD (ROA Screen)
  - Ability to create a Case Summary Form from the HDR MOD JIS screen for newly initiated cases to include the folliwng information, if available:
    - Case Number
    - Case Type
    - Case Name or Defendant/Plaintiff Name
    - Probate Judge
    - Secure Case
    - Case Initiation Date
  - Task button to allow update of up to three (3) meta-data fields from OnBase to JIS ROA screen.
    - JIS Code, Date Filed, Judge
  - Two (2) Unity Forms for collecting and managing court process data:
    - Case Summary Form (case jacket) *(See Appendix C-2 for sample)*
    - Hearing Summary Form *(See Appendix C-3 for sample)*
  - Creation of three (3) Document Composition templates to facilitate the automated creation and population of case caption information to regularly generated court documents.
  - Ability to mark documents as Confidential.
  - Ablity to place court filings on hold (Pend) for automatic return when its due date is reached.
  - Ability to create Event Reminders for rulings that require tracking of an event and its due date for automatic retrun when due date is reached.
  - Ability to electronically prep and route case files for hearing.
  - Ability to apply electronic signatures, stamps, and/or mark-ups to documents.
  - Configure Mailbox Importer (up to one (1) mailbox).
  - Configure existing Advanced Capture (up to two (2) forms for two (2) fields).
  - Configure External Forms (up to one (1) form).
  - Configure existing Public Access to allow for retrieval of documents from County website.
  - Configure Public Access custom queries (up to 2 custom queries) which dictate access to OnBase Public Access documents as defined during Discovery.

The following are incorporated in and made part of this SOW:
- Appendix A: Project Procedures

- Appendix B: Customer Provided Samples

- Appendix C: Solution Samples

3. The ImageSoft Way Project Implementation

This section describes the project implementation methodology, "The ImageSoft Way," which consists of Services and the Deliverables to be provided by ImageSoft. ImageSoft responsibilities, Customer responsibilities, completion criteria and initial anticipated project schedule are detailed. The ImageSoft Way provides customers inclusive insight into their solutions as they are being developed on time and within scope by using an iterative mode of development, demonstration and feedback cycles. The ImageSoft Way relies on traditional project phases but uses an iterative feedback cycle during the build phase which allows ImageSoft to demonstrate the solution to the customer, receive immediate feedback, and make adjustments to the solution. In turn, the customer doesn't wait until the start of their testing period to see their solution for the first time; they can collaborate through the entire build process. This results in business requirements being clarified, missed requirements being identified, and ensures the best solution for the customer is delivered.
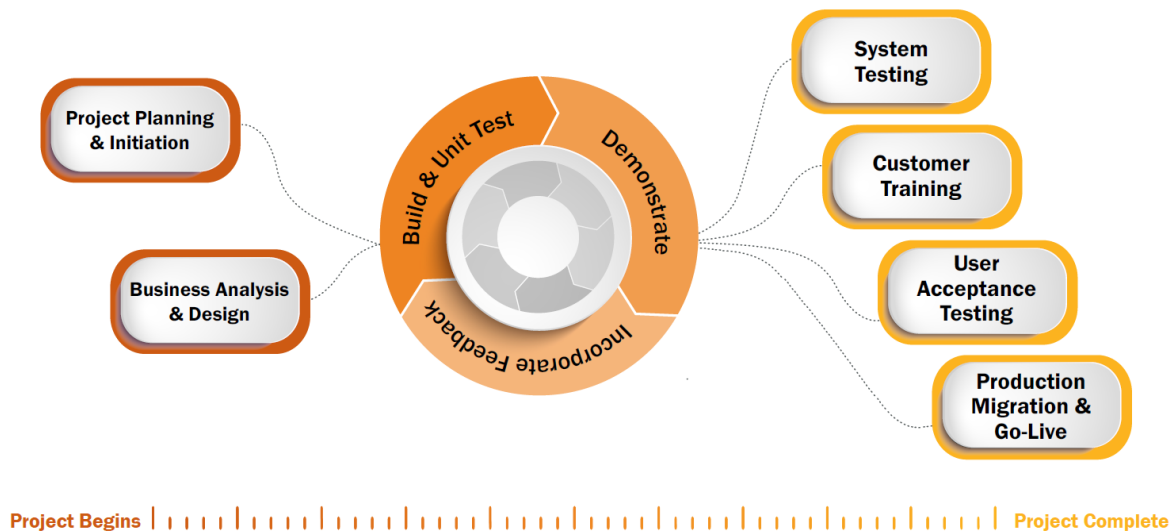
The first phase is our Planning and Initiation phase. This phase allows the team to learn about the project and the solution, first by meeting with the Sales team and then with the customer. Any documentation provided to the Sales team is shared with the Project team to ensure an efficient transfer of knowledge. During this phase, the Project Manager builds an initial draft of the project schedule so the customer will know what to expect. The project kickoff meeting is scheduled and conducted and discovery is scheduled.

Our second phase, Business Analysis and Design, is often called gap analysis discovery. We provide experienced team members, usually the Solution Architect and/or a Systems Engineer, to meet with the users and walk through their business process. We listen, document, and ask questions. We do not build out the solution during this time; we ensure we understand your business, your pain points, and have the right information to identify additional features that will be required to support your business process. With this information in hand, we create a Functional Gap Analysis Plan, which allows us to document the Current State, desired Future State, Action Plan and Effort Estimate for any changes requested to the point application. We will review this plan with you so that we can discuss the requested changes and work with you to prioritize and identify those changes which are required at the time of Go Live.

Once we have identified the in-scope changes, we draft a document called the Solution Requirements Document ("SRD"). In this document, we write Use Cases to identify the steps required to complete your business process within the new solution. Once internally vetted and reviewed, we send you this draft and schedule a review with you and your business Subject Matter Experts. We review the document live with you, making corrections to the process to ensure all parties agree on what the solution will include. The Business Analysis and Design phase completes once the SRD is signed.

With the design agreed to, the Build phase begins. While we collaborate consistently through the entire project, the Build phase is the most iterative in terms of solution reviews and feedback loops. We will establish a regular cadence with you to demonstrate the solution as it is being built. Your feedback is critical in this phase. If we can catch a misunderstanding early in the project, we can update the design and estimate early to avoid overages later in the project. Seeing the solution often also helps your users and IT team understand the solution well before it is released to test and support.

Before we release a solution for user testing, we perform system testing within ImageSoft to ensure everything works as designed within the SRD. After this is complete, we train your users to test the solution. We provide and consult on a sample training plan that you can customize for your team, as well as provide training manuals for your solution. We follow a checklist of steps that include other templates and documents that we share with your team to make sure training is successful.

During the User Acceptance Testing ("UAT") phase, we setup an issue tracking software, Jira, just for you to log your issues or enhancements. We meet with your team multiple times a week to review the issues, work with you to prioritize, resolve, and release for retest. At the end of UAT, we send you a signoff form to permit the solution to be promoted to Production.

The last phase is the Production Migration and Go Live. While it seems like we are at the end of the project lifecycle, this is a critical phase and we treat it as such. Our team will collaborate with your IT staff well in advance of migration day to review the infrastructure, apply all licenses, and prep the environment. We build a migration checklist with your IT team with tasks, assignees, and dates to make sure nothing is missed. We are available outside of business hours so that there can be as little impact as possible to your end users. The project team is allocated post go live to provide the continued support of your solution in Production for up to two (2) weeks. After that two (2) weeks is up, the project team completes a checklist for our Customer Care team that evaluates whether the solution is ready to be transitioned. The Customer Care team has product and development experts available for quick issue resolution and will escalate back to the project team to expedite the resolution of issues for you.

Through all phases, you will have a dedicated Project Manager working to ensure your project stays on track. Whether tracking budget, challenging design decisions that compromise scope, removing roadblocks to allow the project team to meet dates, the Project Manager is your project advocate. They also provide you status reports, identify and mitigate risks, and maintain the project plan.

Regardless of which team is working on your solution, the ImageSoft Way is to be collaborative, open to feedback, and quick to respond.

3.1   ImageSoft Responsibilities

ImageSoft Project Management
ImageSoft will provide a specific amount of project management services to manage ImageSoft project responsibilities defined in this SOW. The purpose of this activity is to provide direction and control of ImageSoft project personnel and to work cooperatively with the Customer Project Manager on project

planning, communications, and contractual activity. ImageSoft Project Manager will conduct project status meeting *every two weeks* with the Customer Project Manager and key project stakeholders.

This activity includes the following tasks:

- Drive to completion of the deliverables and other contractual responsibilities of ImageSoft, working cooperatively with the Customer Project Manager.
- Coordinate and manage the implementation activities of ImageSoft project personnel to maintain project scope, schedule and budget.
- Actively communicate with Customer on issue identification and escalation.
- Manage project risks as they arise.
- Coordinate with Customer Project Manager the establishment of the project environment.
- Establish documentation and procedural standards for Deliverables.
- Maintain the ImageSoft project plan for performance of this SOW which lists the activities, tasks, assignments, milestones, and estimates.
- Measure and evaluate progress against the ImageSoft project plan with the Customer Project Manager. Work with the Customer Project Manager to address and resolve deviations from the ImageSoft project plan.
- Conduct project status meeting *every two weeks* with the Customer Project Manager and key project stakeholders.
- Prepare and submit status reports *every two weeks* to the Customer Project Manager.
- Administer the Project Change Authorization Procedure with the Customer Project Manager.

The following assumptions have been made when estimating Project Management work effort:

- A change in the project scope or duration will affect the amount of project management effort required and may result in a Project Change Request.
- If Customer requires Project Manager to conduct status meetings or submit status reports at a higher frequency, it will result in an additional ImageSoft professional service cost.
- If there is a change in the scope or schedule of the project, the ImageSoft Project Manager will administer the Project Change Authorization Procedure with the Customer Project Manager.

Project Planning & Initiation
The purpose of this activity is to define roles and responsibilities of the ImageSoft and Customer team members, review the SOW, prepare and deliver high level project schedule, and conduct a project kick-off meeting.

This activity consists of the following subtasks:

- Prepare and deliver the initial ImageSoft project plan.
- Gather and review preliminary background and project related information.
- Prepare and deliver Communication Plan.
- Schedule discovery sessions with assistance from Customer Project Manager.
- Schedule and conduct a project kick-off meeting with Customer and ImageSoft project teams including key stakeholders.

Business Analysis and Design
The objective of this activity is to define the functional and technical requirements for the solution and create a design for the solution. Customer's business and IT Subject Matter Experts will participate in discovery, design, and review sessions.

This activity consists of the following subtasks:

- Installation of Probate baseline solution
- Conduct up to one (1) day of onsite gap analysis discovery meetings
- Conduct follow up sessions as needed.
- Document functional design information into a Gap Analysis Plan.
- Review the Gap Analysis Plan with Customer to examine identified gaps and set priorities.
- Document functional design information into a SRD using Use Case language.
- Create Document Catalog to identify appropriate JIS Code, Doc Code, and OnBase Document Type Mappings.
- Perform internal review of SRD.
- Conduct design review with IT.
- Review the SRD with Customer.
- Deliver and receive sign-off for SRD.
- Perform Work Breakdown Structure to validate scope, estimates and schedule.
- Revise the project plan based on the results of Discovery. Any changes that arise will be managed through the procedure described in Appendix A-1: Project Change Authorization Procedure.

Build & Unit Test
The objective of this activity is to install and configure the system and to develop any required custom software as defined in the SRD. Build and Unit Test will be performed in a single DEV environment and migrated to a PROD environment. ImageSoft will schedule and perform functional demonstrations at regular intervals as determined by the project plan.

This activity includes the following subtasks:

- Confirm system access.
- Perform Customer environment review.
- Install and configure software in accordance to the SRD.
- Develop solution in one environment in accordance to the SRD.
- Perform bi-weekly internal planning activities to ensure build is progressing in accordance to the project plan.
- Perform internal reviews of system at regular intervals.
- Schedule and perform Customer demonstrations at regular intervals as determined by the project plan.
- Perform internal Unit Testing.

NOTE: If the ImageSoft project team was unable to install the baseline Probate Court Solution prior to the Business Analysis and Design phase, that activity will be performed during the Build & Unit Test phase.

System Testing
The objective of this activity is to test the system and ensure it is working as designed in accordance to the SRD and associated test cases.

This activity consists of the following subtasks:

- Create Test Cases from SRD.
- Conduct system testing.
- Fix identified problems.
- Retest as required.

Conduct User Training
The objective of this activity is to train up to ten (10) users on the system. Training will be performed onsite at Customer facility unless otherwise specified. As a prerequisite, users may be required to attend a Hyland end user web-based course.

The following Training Courses will be provided in accordance to this SOW:

- OnBase Functional and Scan Training (Unity Client)
- Business Automation Training – Workflow
- User Creation and Modification Training for Document Composition, ImageForms and Advanced Capture (up to 1 class – for four (4) users)

This activity consists of the following subtasks:

- Provide Customer with installation instructions for any machines to be used during training session.
- Review of a sample training machine to ensure training readiness.
- Purge system of unit testing data as needed.
- Load system with sample training documents.
- Plan and discuss with Customer how and where the training will be conducted.
- Prepare ImageSoft training materials. All training materials are customized with screenshots of the user's solution, but these are not click by click end user guides.
- Review materials with Customer.
- Schedule and conduct three (3) end user training sessions.

Conduct Solution Administration Training
The purpose of this task is to train the designated Customer System Administrator on how to manage and administer the solution. This training will occur remotely and a Solution Administration document will be provided. Document typically includes high-level environment infrastructure and administrative tasks required to maintain the solution. Solution Administration Training does not replace training offered by the software manufacturer.

This activity consists of the following subtasks:

- Prepare Systems Administrator Guide.
- Schedule and conduct one (1), eight-hour Solution Knowledge Transfer session

Support User Acceptance Testing
The purpose of UAT is for Customer to test the solution to ensure that it meets what was defined in the SRD. The UAT process is a cooperative effort facilitated by ImageSoft.

UAT requires heavy involvement from both the ImageSoft and Customer teams; preparation for the UAT process starts early on in the project and culminates with the testing period. The duration of the testing period for this SOW is three (3) weeks. A Project Change Request will be required for additional UAT duration.

ImageSoft will perform the following tasks as part of the UAT process:

- Provide Test Cases to Customer based off the SRD with test results to be completed by Customer. ImageSoft will consult with Customer throughout UAT to ensure tests are completed successfully.
- Provide UAT Issue Tracking system for Customer to log defects.
- Discuss testing best practices and Test Plan with the customer.

- Work on-site with Customer during a <u>pre-defined</u> period of time to guide UAT.
- Provide onsite support for UAT Kickoff.
- Conduct regular (at least 2x per week) status meetings during testing to assess test results and progress.
- Assess reported issues and discuss, provide scope details, and estimate any requested enhancements which may be identified.
- Correct defects which Customer demonstrates are behaving contrary to what was defined in the SRD.

Customer will perform the following tasks as part of the UAT process:

- Provide at appropriate number of business users to perform full User Acceptance Testing of all User Test Cases defined in the SRD, during the UAT testing period. Report results and issues toImageSoft.
- Identify a single point of contact to report defects and communicate with ImageSoft.
- Participate in regular UAT status meetings (at least 2x per week).
- Customer System Administration shall verify user reported defects are behaving contrary to the SRD prior to submitting defects to ImageSoft. Enter defects into the ImageSoft-provided Issue Tracking system. Details to be entered include a minimum of:
    o Detailed description of the problem (include screenshot(s) if applicable)
    o Steps needed to reproduce the issue
    o Troubleshooting steps which have already been taken to solve the issue
- Perform regular retest of ImageSoft resolved defects (at least every other day) and communicate resolutions to end users.
- Work with ImageSoft to prioritize issues that arise during UAT.

Assist Production Cutover (Go-Live)
ImageSoft will assist Customer in the rollout of the final system into production. Production Rollout is a joint effort, and will require significant effort from Customer.

This activity consists of the following subtasks:

- Create Production cutover plan and communicate plan and status with Customer.
- Coordinate with Customer on Production cutover schedule and activities, including any required system outages.
- Promote configuration to Production (single environment only)
- Perform smoke test of Production system after promotion.

Post Go-Live Support
The purpose of this activity is to provide transition of the system into support for the newly implemented solution.   The duration of the support period for this SOW is two (2) weeks. A Project Change Request will be required for additional Post Go-Live Support duration. All work will be conducted remotely.

This activity consists of the following subtasks:

- Provide support to Customer to transition newly implemented solution to ImageSoft support.
- Assess reported issues and discuss, scope, and estimate any requested enhancements which may be identified.
- Correct defects which Customer demonstrates are behaving contrary to what was defined in the SRD.

- Perform ImageSoft internal transition readiness assessment (and create documentation as necessary).
- Perform Health Check of Production system in conjunction with ImageSoft Customer Care.
- Schedule and conduct a joint meeting with the Customer and ImageSoft Customer Care.

System Support

ImageSoft has included support for the system after it has been accepted or has been migrated into production for the first twelve (12) months of post-production. Post-Production Support includes ImageSoft Customer Care support coverage. Production support is described in the external SMA.

3.2 Customer Project Responsibilities

The successful completion of the proposed scope of work depends on the full commitment and participation of Customer management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to ImageSoft.

- Prior to the start of this SOW, Customer will designate a Project Manager, who will be the focal point for ImageSoft communications relative to this project and who will have the authority to act on behalf of Customer. The Project Manager will: attend all status meetings; provide access to Subject Matter Experts, Project Sponsors, and other Stakeholders; ensure communication is timely across Customer organization, and support issue escalation and resolution.
- Customer will respond in a timely manner (within three (3) business days) to questions and other requests from the ImageSoft project team.
- Customer is responsible to select and provide knowledgeable personnel to manage the system after rollout. This includes both IT and business process skills transfer.
- Customer will ensure that appropriate personnel are available to attend the scheduled trainings.
- Customer is responsible for providing updated standards and procedures. Step by step user documentation on user processes will not be provided by ImageSoft as a part of this SOW.
- Customer will provide adequate access to all systems (servers and workstations) required by the project on-site and/or remote via the Internet.
- Customer will ensure its staff is available to provide such assistance as ImageSoft reasonably requires. ImageSoft is given reasonable access to Customer's Senior Management team, as well as any members of its staff to enable ImageSoft to provide Services. If any Customer staff fails to perform as required, Customer will make suitable additional or alternative staff available.
- Customer will provide relevant information and documentation required for the engagement. Customer agrees that all information disclosed or to be disclosed to ImageSoft is and will be true, accurate and not misleading in any material respect. ImageSoft will not be liable for any loss, damage or deficiencies in the services arising from inaccurate, incomplete, or otherwise defective information and materials supplied by Customer.
- Customer will ensure it has appropriate agreements in place with third parties to enable ImageSoft to perform the services under this SOW. This includes Customer using or providing ImageSoft with third party information, software, support or materials for the project including but not limited to, where Customer is employing other suppliers whose work may affect ImageSoft's ability to provide the services. Unless specifically agreed to in writing, Customer will be responsible for the management of the third parties and the quality of their input and work.
- Unless otherwise specified, Customer will provide the necessary software and licenses that ImageSoft will use for developing custom components and applications.
- Customer is responsible for ensuring that data is secure and protected at all times on Customer computers. ImageSoft is not responsible for and cannot be held liable for inadvertent data disclosure or theft from Customer computers.

- Customer is responsible for obtaining and installing the required hardware and software infrastructure in a timeframe consistent with the deployment schedule established jointly by Customer and ImageSoft. Except to the extent ImageSoft specifically agrees otherwise in this SOW, Customer is solely responsible for the selection and management of all third-party hardware, software or communications equipment used on Customer premises. ImageSoft cannot guarantee compatibility with all third-party products, however ImageSoft will assist in verifying compatibility with ImageSoft provided products. Products that are not verified by ImageSoft may be used, however extra costs may be incurred for ImageSoft to address issues that arise.
- Customer is responsible for the setup, installation, and configuration of the servers, base operating system, database software, storage devices and network for the solution.
- Customer, at all times, during and after the performance of the Work, is responsible for maintaining adequate data backups to protect against loss of data on Customer computers.
- Customer is responsible for network performance and troubleshooting assistance including the ability to monitor network traffic and isolate bottlenecks.
- Customer is responsible for database administration and maintenance, including:
  - Implementing ImageSoft recommended database settings
  - Monitoring space consumption and adding additional storage space to accommodate growth
  - Monitoring database error logs and correcting issues that arise.
  - Applying manufacturer and ImageSoft recommended patches and service packs, after first ensuring that all products have been tested.
- Customer is responsible for managing servers and workstations, including:
  - Monitoring server error logs and correcting issues that arise.
  - Monitoring space consumption and adding additional storage space to accommodate growth
  - Applying manufacturer or ImageSoft recommended patches and service packs, after first ensuring that all products have been tested.
- Customer responsibilities when integrating to Customer Systems
  - Technical expertise and assistance with existing Customer systems, which may include engaging third-party vendors for assistance where necessary.
  - Provide all relevant documentation of their system that are to be integrated.
  - Unless otherwise described in a SOW, Customer is responsible for any programming in legacy systems necessary to provide integration.
  - Third Party interfaces need to be available PRIOR to starting Design Phase of the project to ensure that we are designing against a stable interface. All documentation, interface access, and SMEs are required to be available to ImageSoft throughout the project lifecycle. ImageSoft will not engage in parallel build of Integration to an interface under development without a special consideration.

3.3   Completion Criteria
ImageSoft will have fulfilled its obligations under this SOW when one of the following first occurs:
- ImageSoft and Customer mutually agree that the solution has been delivered by signing a Project Acceptance Form; or
- ImageSoft provides the number of professional services hours as specified in this SOW and/or in any mutually agreed upon subsequent project change request; or
- Customer or ImageSoft terminates the project in accordance with the provisions of the Agreement.

3.4 Project Schedule

The Services in this SOW are estimated to be performed over a period of sixteen to twenty (16-20) weeks from the agreed upon start date. A draft project plan will be delivered to the customer early in the project planning phase and updated iteratively.

Note: ImageSoft's professional service team currently has a lead time of up to eight to ten (8-10) weeks to ramp-up project resources for a new customer project. Customers should check with their Account Executive for current project lead times. During this time, ImageSoft will assign an ImageSoft Project Manager to perform some of the following Project Planning and Initiation activities defined in Section 3.1.

3.5 Investment

The table below provides detailed pricing for ImageSoft's proposed solution. Hours may be reallocated across line items during project planning.

Premise Software				
	Product	Unit Cost	# Units	Cost
OnBase Software				
None				$0
OnBase Software Subtotal				
ImageSoft Software				
None				$0
ImageSoft Software Subtotal				$0
Premise Software Subtotal				**$0**
Recurring Software and Support				
	Product	Unit Cost	# Units	Cost
Annual Support				
ImageSoft Customer Care				$8,003
Annual Software and Support Subtotal				**$8,003**
Professional Services				
	Product	Unit Cost (hours)	# Units (hours)	Cost
Planning & Initiation			4	**$780**
Conduct Planning and Initiation Activities		$195	4	
Business Analysis and Design			124	**$24,180**
Prepare for on-site Discovery		$195	8	
Probate Court Baseline Solution Installation		$195	28	
Conduct remote demonstration of Probate Solution		$195	4	
Conduct on-site Gap Analysis	2 Resources / 1 day	$195	16	
Conduct Business Analysis and Discovery for document catalog requirements		$195	16	
Functional Gap Analysis Plan Creation and Delivery		$195	8	
Conduct Customer Review of Functional Gap Analysis Plan		$195	4	
Solution Requirements Document (SRD) Creation and Delivery		$195	24	

Conduct Internal Scope Review of SRD		$195	4	
Conduct Design Review with Customer IT		$195	8	
Conduct Customer Review of SRD		$195	4	
Build & Test				
OnBase and ImageSoft Configuration			120	**$23,400**
Server/Environment Review		$195	4	
OnBase and ImageSoft Software Installation		$195	16	
Setup Security and Microsoft AD Integration		$195	6	
Configure Document Catalog		$195	4	
Configure TrueSign (Internal signing only)		$195	10	
Configure DocComp Word Templates (up to 3 Templates)		$195	12	
Configure Document Import Process (importing of Document Catalog)		$195	8	
Configure Mailbox Importer (up to one (1) mailbox)		$195	12	
Configure existing Advanced Capture (up to 2 forms for 2 fields)		$195	16	
Configure External Forms (up to 1 form)		$195	8	
Configure External TrueSign envelopes		$195	8	
Configure Public Access including up to 2 custom queries		$195	16	
Integrations			18	**$3,510**
Configure OnBase Application Enabler with JIS Application to enable retrieval from JIS (see Section 2: Proposed Solution for listing of JIS screens)		$195	6	
Configure task button to update meta-data to ROA screen (see Section 2: Proposed Solution for listing of fields).		$195	6	
Configure OnBase Application enabler to create and copy meta-data information from JIS to Case Summary form (see Section 2: Proposed Solution for listing of copied meta-data fields)		$195	6	
Customization			40	**$7,800**
Configuration of modifications to process based upon SRD (any requested modifications in excess of this amount will be performed via a PCR)		$195	40	
Document Capture			6	**$1,170**
Setup Scanners Setup and Perform Testing (1 scanner)		$195	2	
Create/Test OnBase Scan Queues (up to 4 queues)		$195	4	
Standard Documentation			20	**$3,900**
Create Technical SysAdmin Training Guide		$195	8	
Provide ImageSoft's OnBase Client Workbook		$195	4	
Provide ImageSoft's Solution Workbook		$195	8	
*Customized end user training manuals are available at an additional cost				
System Testing			24	**$4,680**
Perform OnBase System & Integration Testing		$195	24	

Solution Training Classes - Train the Trainer Methodology	**# of Sessions**		48	$9,360
*Pricing includes both preparation time and training for up to 10 people				
Training Environment Review and Client Installation Assistance	1	$195	4	
OnBase Functional and Scan Training (Unity Client)	1	$195	12	
Business Automation Training - Workflow	1	$195	12	
Document Composition, ImageForm, Advanced Capture (up to 4 people)	1	$195	12	
Conduct Solution Knowledge Transfer	1	$195	8	
Conduct User Acceptance Testing (UAT)			48	$9,360
Assist with UAT Testing, UAT Training, and issue correction	**3 weeks**	$195	48	
Production Rollout (Go-Live)			68	$13,260
Update Test Environment		$195	8	
Promote System to Production		$195	12	
Support System for 2 weeks post Go-Live		$195	40	
Transition Customer to Ongoing Support		$195	8	
Project Management			130	$25,350
Conduct Project Management Activities		$195	130	
Services Subtotal				$126,750
Total				
Grand Total (Not including travel)				$134,753
Pricing valid for 30 days				

Travel & Expenses Estimation				
		Unit Cost	**# Units**	**Cost**
Estimated Travel Expenses (Rebilled at Cost)				$0
Airfare		$350	0	
Hotel		$150	0	
Daily Meal and Incidental Allowance		$52	0	
Car Rental w/ Fuel		$130	0	
Travel Time		$97.50	0	
Travel & Expense Estimation				$0

Payment Schedule

This project will commence upon a signed SOW. The table below provides further details regarding the payment schedule

All payments will be due on a Net-30 day basis.

Fixed Price Milestone Payment Schedule

Phase/Milestone	**Deliverable**	**Payment Amount**

Project Planning & Initiation	**Deliverable Includes:** - Planning activities - Initial Project Plan - Project Kickoff ** Milestone will be invoiced upon delivery of Project Kickoff Notes and Initial Project Plan*	$12,675.00
Business Analysis & Design	**Deliverable Includes:** - Requirements Gathering (generally onsite) - Creation of SRD ** Milestone will be invoiced upon delivery of SRD (note: signoff of SRD is not required for invoicing of milestone)*	$25,350.00
Build and System Test	**Deliverable Includes:** - Development of solution in one environment - Demonstrations as dictated by Project Plan - ImageSoft internal System Testing - Delivery of solution for User Acceptance Testing **Milestone will be invoiced upon delivery of the solution for testing (note: Training for UAT is not required for invoicing of milestone)*	$38,025.00
Training	**Deliverable Includes:** - Documentation and Training as defined in the SOW - May include UAT and End User Training **Milestone will be invoiced upon customer receipt of training documentation and training efforts as determined by the SOW (note: Sys Admin handoff nor customer approval of delivered document are required for invoicing of milestone)*	$6,337.50
User Acceptance Testing	**Deliverable Includes:** - Support during UAT - Frequent Review Meetings - Resolution of project issues and bugs during UAT ** Milestone will be invoiced upon customer signoff of UAT (note: additional duration of UAT may necessitate a Project Change Order. In that event, this milestone will be invoiced after the duration of UAT is met per the SOW. Enhancement requests or non-bug/project issue items will not impede the invoicing of milestone)*	$12,675.00
Production Cutover (Go Live)	**Deliverable Includes:** - Migration of solution to one environment (or as determined by SOW) - System Administrator Handoff meeting and documentation ** Milestone will be invoiced when solution is migrated to Production environment, Sys Admin meeting is complete and documentation is delivered*	$12,675.00
Post Production Support	**Deliverable Includes:** - Post Go Live support duration as defined in the SOW - Resolution of in scope project issues and bugs - Transition to Customer Care ** Milestone and any hold back % will be invoiced upon transition to Customer Care (note: Enhancement requests or non-bug/project issue items will not impede the invoicing of milestone).*	$6,337.50
Project Management	**Deliverable Includes:** - Maintenance of Project Plan - Regular Status Reports and meetings - Communication Plan - Issue Identification and Escalation - Risk Management - Active management to maintain scope, schedule, budget ** Milestone will be invoiced 30 days post production go live date*	$12,675.00
Customer Care	Due 30 days after Go-Live	$8,003.00

3.6 Additional Considerations

Third-Party Software Procurement and Maintenance

Unless otherwise specified, the third-party software that is being provided within this SOW will be ordered by ImageSoft immediately following the acceptance of this SOW.

<u>Software Maintenance</u>: The first year of software maintenance is required with every third-party software purchase. The software maintenance for the third-party software provided in this SOW will begin based on the selected option below:

- ☐ The third-party software is for a new system, and therefore maintenance will begin ninety (90) days after the software is ordered by ImageSoft.
- ☒ The third-party software is an add-on to an existing system, and therefore maintenance will begin immediately after the software is ordered by ImageSoft.

3.7 Project Assumptions

The following assumptions were made by ImageSoft while preparing this SOW for Customer. A significant change in any of the below assumptions may directly affect the work, schedule, and cost of this project.

- The solution will be implemented at Customer's facility in Howell, Michigan.
- ImageSoft's professional services will be performed both onsite, at the customer's facility, and remotely from ImageSoft's offices. Customer will provide VPN access to implementation team to facilitate remote development. Additional security requests prior to providing access may be requested by customer.
- Deliverable Materials will be accepted or written feedback delivered within five (5) business days of receipt. If ImageSoft receives no response from the Customer Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. Revisions not agreed to by ImageSoft or Customer will be managed in accordance with Project Change Authorization Procedure and/or Escalation procedure.
- The system being provided runs in a Local Area Network and Web environment. As such, the performance of the system is directly related to, among other things: available network bandwidth, network performance, and the performance of other applications. For this reason, ImageSoft can make no guarantees as to system response time.
- The OnBase Application Enabler will be used to configure the screen level integration between OnBase and JIS. It will not be configured at the API level.
- Existing case export from JIS will be utilized. An allowance has been included to update the import into OnBase. If during discovery it is determined that additional case data is required in the JIS feed, a PCR will be required. ImageSoft will provide the format needed for case feed updates. Livingston County will be responsible for performing these updates (with assistance from DMC as needed).
- No additional OnBase or ImageSoft software licensing is included within this SOW. Customer's existing software licenses will be utilized to complete this solution implementation.
- Our Probate baseline solutuion does not require the use of an autofill file, we will create it from JIS using AE.
- Probate Case information sheets are created using AE and not reliant upon a case feed from JIS
- During the Define Phase of the implementation, ImageSoft will work with Livingston County to define the following items:
  - o Backfile scheme / document type

- o   Configuration / Import of the existing documents
- o   Portfolios / Related Tab configuration

4. Approval

Signature is required to accept this SOW. By signing below each party agrees to the proposed project scope and authorizes work to begin.

Agreed to: **Livingston County** **304 E Grand River Avenue, Howell, MI 48843**	*Agreed to:* **i3-ImageSoft, LLC.** **25900 West 11 Mile Road, Suite 100, Southfield, MI 48034**

By: _____
                 Authorized Signature

By: _____
                 Authorized Signature

Date: _____

Date: _____

Name (Type or Print): _____

Name (Type or Print): _____

Title (Type or Print): _____

Title: (Type or Print): _____

Project Name: Probate Court Baseline Implementation

Internal Use:	Opportunity #:	21466
	Sales Order #:	
	Doc Control #:	20201223

Appendix A: Project Procedures

A-1: Project Change Authorization Procedure

A Project Change Request ("PCR") will be the vehicle for communicating change and will describe the change and the effect the change will have on the project.

The following process will be followed if a change to this SOW is required:

- A change is proposed by either party's Project Manager and discussed.
- The Project Team will investigate scope, schedule, and cost impacts of the proposed change.
- A PCR will be created by ImageSoft Project Manager and submitted for internal review and approval.
- The Account Executive and/or ImageSoft Project Manager will submit the PCR to the Customer Project Manager for review.
- A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. ImageSoft will invoice Customer for any such charges when incurred as per the PCR deliverables.
- Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

A-2: Escalation Procedure

The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW.

- When a conflict arises between Customer and ImageSoft, the project team member(s) will first strive to work out the problem internally.
- Level 1: If the project team cannot resolve the conflict within a reasonable timeframe, the Customer Project Manager and ImageSoft Project Manager will meet to resolve the issue.
- Level 2: If the conflict is not resolved within three (3) working days after being escalated to Level 1, the Customer Project Lead will meet with the ImageSoft Team Lead to resolve the issue.
- Level 3: If the conflict is not resolved after being escalated to Level 2, the Customer Project Sponsor and ImageSoft Executive Sponsor will meet to resolve the issue.
- If the conflict remains unresolved after Level 3 intervention, either party may terminate this SOW. If the conflict is addressed by termination, Customer agrees to pay ImageSoft for the following:
  - All Services ImageSoft provides and any Products and Materials ImageSoft delivers through termination;
  - All expenses ImageSoft incurs through termination; and
  - Any charges ImageSoft incurs in terminating the Services.
- During any conflict resolution, ImageSoft agrees to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. Customer agrees to pay invoices per the Agreement.

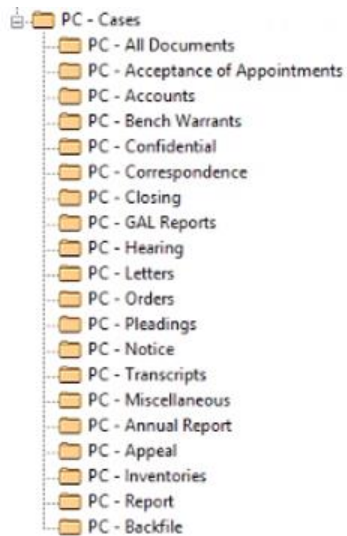## *Appendix B: Customer Provided Samples*

B-1: Sample Functional Gap Analysis Plan

	FUNCTIONAL GAP ANALYSIS PLAN				
Use Case Number	**Current State Description**	**Desired Future State**	**Action Plan**	**Effort Estimate**	**Priority**
UC 10	To facilitate ease of searching for a case file, a Probate Case File Search custom query search has been configured. When this search is executed, OnBase will search and locate the entire case file based upon the search criteria entered. OnBase will display any located documents in chronological order by document date. The Probate Register or Judge will have the ability to sort and filter the results based upon various criteria.	Customer would like to have an additional custom query that will only show the portions of the file that are marked "For Hearing." They would like to include the following column sorts: Document Date, JIS Code, and Document Type	1. Create new custom query and assign to only Judge and Clerk user groups. 2. Create custom html to pre-set For Hearing keyword value to Yes. Query should allow user to search by Case Number, Case Title, Plantiff or Defendant name as required.	4	2
UC 8	As documents enter the system and a Case Number is applied, they will become a part of the electronic case file folder. Users will have easy access to a Case File while within workflow and via an electronic filing cabinet. When the Probate Register or Judge views the case file via the filing cabinet, the case file will be organized by the following subfolders: All Documents, Acceptance of Appointments, Accounts, Applications/Petitions, Bench Warrants, Confidential Correspondence, DHHS Reports, GAL Reports, Inventories, Letters, Orders, Pleadings, Reports and Transcripts.	Customer has requested that an additional sub folder be added to the existing folder structure called Miscellaneous. This will be used to store any internal communications/notes.	1. Create a new keyword called Description (alpha/50). 2. Create a new document type called Miscellaneous. 3. Use existing keyword structure but include a Description as a required field. 4. Update Probate Court filing cabinet with new subfolder called Miscellaneous. 5. Configure sub folder to auto-create based upon this document type. 6. Do not show miscellaneous in All Documents folder.	1	1

B-2: Sample Document Catalog

Doc Description	Conf	JIS CODE	Doc Code	OnBase Document Type / Subfolder	Cross Reference
Acceptance of Appointment	N	AOT	PCAOT	Acceptance of Appointments	Letters of Authority
Account of Fiduciary, Long Form	N	ACC	PCACCL	Accounts	
Account of Fiduciary, Short Form	N	ACC	PCACCS	Accounts	
Minor Conservatorship - Final Account, Waiver and Consent, and Order, Scanned	N	FAC	PCFACMSCAN	Accounts	
Proof of Restricted Account (Conservatorship of Minor)	N	PAR	PCPAR	Accounts	
Minor Conservatorship - Final Account, Waiver and Consent, and Order	N	FAC	PCFACM	Accounts	
Application and Order for Appointment of Out-of-State Conservator, Scanned	N	AOV	PCAOVSCAN	Applications/Petitions	
Application and Order for Appointment of Out-of-State Guardian of Legally Incapacitated Individual, Scanned	N	AOG	PCAOGSCAN	Applications/Petitions	
Application and Order for Appointment of Out-of-State Guardian of Minor, Scanned	N	AOM	PCAOMSCAN	Applications/Petitions	
Application for Appointment of Successor Personal Representative (Estate Not Closed)	N	ASP	PCASP	Applications/Petitions	
Application for Informal Probate and/or Appointment	N	IPA	PCIPA	Applications/Petitions	
Application/Petition to Reopen Estate	N	REO	PCREO	Applications/Petitions	
Petiiton to Establish Death of Accident or Disaster Victim	N	PED	PCPED	Applications/Petitions	
Petition and Order for Reinstatement (Case Not Closed), Scanned	N	REI	PCREISCAN	Applications/Petitions	
Petition and Order Regarding Transport of Minor, Scanned	N	POT	PCPOTSCAN	Applications/Petitions	
Petition and Order to Change Venue, Scanned	N	MCV	PCMCVSCAN	Applications/Petitions	
Petition and Order to Open Safe-Deposit Box to Locate Will or Burial Deed, Scanned	N	DBP	PCDBPSCAN	Applications/Petitions	
Petition and Order to Use Funds (Conservatorship), Scanned	N	PUF	PCPUFSCAN	Applications/Petitions	

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Appendix C: Solution Samples

C-1: Electronic Filing Cabinet

C-2: Case Summary Form

C-3: Hearing Summary Form