

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 20-019-EP
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on the date of execution by the County and amends Agreement Number 20-019-EP ("Main Agreement") dated September 12, 2019 between ImageSoft, Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

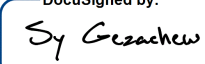
1. Exhibit A - Scope of Work, is hereby revised to add Fee Waiver Update and Case Type Security Change services per Attachment A to this amendment.
2. The County will pay the Contractor for the Fee Waiver Update and Case type Security Change services per the pricing and payment schedule in Attachment A to this amendment.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

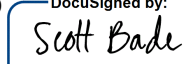
IMAGESOFT, INC.

AUTHORIZED DocuSigned by:

 SIGNATURE: _____
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NAME: SY GEZACHEW

TITLE: PROCUREMENT OFFICER

DATE: 9/11/2020

AUTHORIZED DocuSigned by:

 SIGNATURE: _____
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NAME: Scott Bade

TITLE: President

DATE: 9/11/2020

Statement of Work

Statement of Work No.	20988
Revision No.	0
Customer Name:	Arlington County
Project Name:	Fee Waiver and Case Type Security Change
ImageSoft Contact:	Paul Gorman
Contract Type:	Time and Material
Submitted Date:	8/10/2020

This Statement of Work is made and entered into by and between ImageSoft, Inc., a Michigan Corporation with its principal offices at 25900 West 11 Mile Rd, Suite 100, Southfield, MI 48034 ("ImageSoft"), and Arlington County with its principal offices at 1425 N Courthouse Road, Arlington, VA 22201 ("Customer"):

This Statement of Work ("SOW") is to be attached to and is hereby made a part of the Agreement No. 20-019-EP ("Agreement") entered into by and between Customer and ImageSoft dated 9/12/2019.

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 9/12/2019.

To the extent that any terms and conditions contained in the related Agreement or SMA are in conflict with, or in addition to the terms and conditions of this Statement of Work, the terms and conditions of this Statement of Work shall control.

Introduction

Customer has requested the following SOW for ImageSoft to assist with the following business requirements:

Fee Waiver Update

- Update TrueFiling interface to include a Fee Waiver option. NOTE: Although Customer does not require any radio buttons to determine the reason for the fee waiver, the system does require at least one to be selected. Customer to provide the required Fee Waiver language.
- When Fee Waiver is selected, all fees for the filing are zeroed out/no payment is taken by TrueFiling (regardless of the amount they might have entered on the complaint filing type) and then the filing is submitted to the court. In the event that the court does not approve the fee waiver, they will either reject the filing in OnBase or have a process to tentatively accept it and secure payment from the filer outside of TrueFiling/OnBase.
- TrueFiling will automatically generate a separate Fee Waiver document (this is out of the box TrueFiling functionality). When the Fee Waiver is submitted to OnBase, OnBase will update the Case Initiation form to indicate that a Fee Waiver has been requested and the Fee Waiver document will be removed from workflow allowing the Clerk's to work from the Case Initiation sheet per their current process.

- The existing Case Initiation form will be updated to include a new, independent field showing that a Fee Waiver has been requested. This field will be added to the existing workflow column sort before Entry Date column.
- Set Payment ad hoc will remain per the existing configuration – Clerk will still enter \$0 in Actual Filing Fee field.
- Because no payment was collected, the Case Initiation form will skip routing to the CCT- Clerk – TrueFiling Case Initiation Pending Payment queue and route per the current configuration.

Case Security Change to TrueFiling

- Modify TrueFiling to support the removal of documents from the Secure Remote Access (SRA) when a case changes to non-public including:
 - Update the EFM database schema.
 - Add the “IsDeleted” and “DeletedUtc” columns to the dbo.RegisterOfAction table.
 - Add the “IsDeleted” and “DeletedUtc” columns to the dbo.DocumentFilerAccess table.
 - Add RegisterOfAction and DocumentFilerAccess CRUD operations to the EFM NG API.
 - Modify the EFSP to use the EFM NG to retrieve RegisterOfAction and DocumentFilerAccess records.
- Create an OnBase ad-hoc task that will provide the ability to remove the SRA records when flagged as non-public.
- Update the OnBase script that is used to build the response to the CLR.

Scope and Deliverables

To implement the proposed services, ImageSoft will undertake the following tasks:

- Business Analysis and Design
- Build and Test
- Demonstration of the Fee Waiver option (up to one (1) demo)
- System Testing
- Assist with User Acceptance Testing (UAT) (up to two (2) weeks)
- Production Rollout (Go-Live) (up to two (2) weeks post Go-Live support)
- Project Management

Investment

ImageSoft will provide the hardware and/or software and assistance up to the number of hours listed in *Consulting Fees* below. Work performed beyond the hours specified in the *Consulting Fees* must be authorized by signing a Project Change Request.

Consulting Fees				
	Product	Unit Cost	# Units	Cost
Professional Services				
Professional Services		\$195	112	\$21,840
One Time ImageSoft Marketing Credit Discount		\$195	20	(\$3,900)
Consulting Fees Subtotal				\$17,940
Total				
				Cost
Grand Total				\$17,940
<i>Pricing valid for 30 days</i>				

Payment Schedule

ImageSoft has provided an estimate of the required services hours to complete the tasks described herein and will provide services on a time and materials basis. ImageSoft will only bill for the actual hours expended on behalf of the Customer and has made a best-estimate based on current available information. Customer will be invoiced bi-weekly. All payments will be due on a Net-30 day basis.

A purchase order or signed agreement is required to be in place to cover all ImageSoft hours and expenses.

Key Assumptions

The following assumptions were made when estimating pricing for this SOW:

- The ImageSoft professional services team often requires six to eight (6-8) weeks lead time to start a new Engagement. Please check with your ImageSoft Account Representative for details on current project lead time. ImageSoft will provide the services to this contract according to a mutually defined schedule.
- Customer will designate a central point of contact for the engagement.
- An ImageSoft Project Manager will be assigned to track progress and hold bi-weekly status calls. No status reports will be delivered. Estimated effort per week is one (1) hour over five (5) weeks.
- Services will be provided remotely.
- Customer will provide VPN access to implementation team to facilitate remote development. Additional security requests prior to providing access may be requested by customer.
- Customer is responsible for maintaining adequate data backups, at all times, to protect against loss of data.
- No training or documentation will be provided for Arlington Court system users or eFiling users. Customer will be responsible for communicating business process changes to effected stakeholders. 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.



Approval

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

<i>Agreed to:</i> Arlington County 1425 N Courthouse Road, Arlington, VA 22201	<i>Agreed to:</i> ImageSoft, Inc. 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): <u>Scott Bade</u>
Title (Type or Print): _____	Title (Type or Print): <u>President</u>
Project Name: Fee Waiver and Case Type Security Change	

<i>Internal Use:</i>	Opportunity #: <u>20988</u>
	Sales Order #: _____
	Doc Control #: <u>20200407</u>