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Enterprise Content Services

Statement of Work

For

Broken Arrow Public Schools

02/08/2021
SOW Valid For 60 Days After This Date

Statement Of Work:	Broken Arrow Public Schools - HR EPAF
Drafted by:	Ramsey Oklah
Email Address:	roklah@imagenet.com
Phone Number:	918-359-8619
Project Manager	TBD
Solutions Specialist	David Wails
Customer IT Contact	TBD -
Customer Project Manager	Rusty Stecker --

Statement of Work

Broken Arrow Public Schools has engaged ImageNet Consulting to work with their staff to design and implement a digital and automated system to address their critical business objectives. The primary objective of this engagement is the implementation of the HR Position Action Form in a digital and automated method using the existing Laserfiche infrastructure currently in place today. This would require the design of the form and form process, as well as the creation of a unified filing area for the ongoing management of HR Employee records that can be captured through various methods to move away from physical record management.

The E-PAF form is a complex form submitted by management to affect change in employment and positions within their area of management. While in some instances managers complete the form in its entirety, others have administrative assistants complete the form, which would then need to route to their managers for approval. The form itself is made up of several sections, some of which would appear only when specific actions are being taken.

The goal of the eForm would be to more cleanly present as well as require the appropriate data for the appropriate actions, as well as to leverage lookups into the Wengage system to allow for the return of data such as employee information based on employee ID, and a live linked list of Position control and Title information that would also populate standard info on that position such as hours, contract term, etc. This would allow HR to better enforce consistency of title and role based expectations within the organization. While ImageNet has several lookups setup within Wengage already, the ability for us to place these intelligences into the form is wholly dependent on what data Wengage allows for external query.

Once an administrator has completed or approved a filled EPAF, they would then elect to either send to HR or to manually select an approver from a designated list along with the approval type in order to escalate for secondary and potentially tertiary signatures. Once approvals are obtained, it would route to HR where Lindsey and Luisa would review and address any issues on the form. Once reviewed, it would route to the Data Desk where they would assign Log numbers and board info before going to Finance & Budget for review and approval. Once approved it would route to Rusty for final review and approval at which point it would file away in the employee's personnel record. As there is no current employee file room, we will work with BAPS HR to develop templates to allow for the most effective scalability so that in the long term all employee related records can be stored in Laserfiche in an orderly and organized fashion.

Implementation Details

<u>System Details</u>
User Licenses: 10
Participant Licenses: 5

External Web\Mobile Access Configuration: No installation of Web Client or LF Mobile

<u>Identified Forms & Processes</u>
- Forms
  - EPAF
    - Administrators/secretaries would be filling those out- these are all licensed users and upload attachments
      - If secretary creates, needs to escalate to Administrator to sign otherwise Admin just signs and kicks off process.
    - Select Send to HR unless secondary approval
    - If secondary approval is needed,
      - Select Special Ed/Athletics/Fine Arts/Grants, or Leadership, Second Administrator, or Direct to HR
    - If secondary review was selected it would route to that person, they can modify.
      - Same method of ability to select tertiary signature by category
    - Once ready for HR, goes to Lindsey and Luisa for review so they can change anything needed.
      - HR will always need B3 on screen to determine as well as HR Only boxes.
    - Then routes to Data Desk, they'll assign Log # and board info, etc.
    - Then routes to Finance & Budget person for review and approval.
    - Then routes back to Rusty.
    - Signed by Rusty then files away.
    - File away in employee file room. - Setup new templates and employee file room for future growth and scalability.
- Workflows
  - Filing workflows for HR Template(s)

<u>Training Method</u>
Anticipated Training Method: Train the Trainer Training
Anticipated Training Time: 16

Anticipated Admin Training Method: No Admin Training Included
Anticipated Admin Training Time: 0

Critical Assumptions
Anticipated Security Configuration
Security Tier: Simple Security
- Security Tier Definitions
    - Simple Security - Security assigned no more than 3 static folders deep from top level folder for general user groups
    - Moderate Security - Security schema where security rights are assigned to folders or documents dynamically at the point of creation or more than 3 folders deep from the top-level folder, to general groups or roles
    - Granular Security - Security schema where individual documents or folders are dynamically assigned and/or reassigned to individual users based on specific document criteria or locations.

Anticipated Approval Routing Complexity
Approval Complexity: Moderate Approvals
- Approval Complexity Definitions
    - Simple - Department and/or Dollar amount of less than 3 participants.
    - Moderate - More than 3 participants or dynamic assignment based on field values
    - Granular - Variable assignment to variable amount of staff based on field variables.

Anticipated Database Interactions
Wengage Lookups will be required, and dependent on Wengage to allow for lookups of the requested data types.

Scheduling & Financial Details
Due to the fluid nature of project scoping, SOW review, project negotiation, and other factors, scheduling for projects cannot be set until project SOW is signed and contracts are in place. The following factors stand:
- Project Kick-Off meeting with client staff and ImageNet representatives will occur, or be scheduled, within 10 days of contractual agreement. (Dependent on client availability)
- Client understands that as part of lean process environment, ImageNet resources are typically booked out 30-45 days ahead of time and, aside from the kick-off meeting, projects will most likely not begin before that time frame.
- Client understands that the solution provided is being contracted as a Fixed Bid engagement and will be invoiced as defined in Section 4 of the Professional Services Agreement contained herein.

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Included Modular/Function Details

Laserfiche Modules Included:

Laserfiche Workflow: Workflow utility allows for the triggered or scheduled modification, routing, and monitoring of documents. This tool can be used to ensure accountability through auto-generated notifications, as well as consistency through creation of a controlled file folder organizational structure.

Laserfiche Import Agent: Import Agent allows for the monitoring of network folders as "hot drops" for electronic files of any type. This can be used to allow scan stations and multi-function devices to scan to a network location that will immediately import them into a corresponding Laserfiche folder.

Laserfiche Web Access Web Portal: WebAccess will allow users to connect to Laserfiche using the Web Client. Most functionality is present in the thin client that is available in the install client. It is compatible with all standard browsers (Internet Explorer, Chrome, Safari, Mozilla).

Laserfiche Audit Trail: Audit Trail allow the generation of tracking reports that will track both succeeded and failed attempts at changing metadata, renaming documents, logging into the system, searches performed, and many other activities.

Laserfiche Quick Fields: Laserfiche Batch Scanning Agent. This desktop application can be configured to allow for mass scanning and automated indexing using Zone OCR, Database Lookup, Document Classification, and Barcode Scanning.

Laserfiche Forms Essentials: Digital forms application allowing for the submission of process forms and information by licenses Laserfiche users and users with forms specific licensing. Not for public use. Core functions limited to Form Creation, Operational Dashboard, Basic Reporting Options, Team assignments, and Direct Approval Through Emails

Laserfiche Forms Professional: All the functions and features found in Forms Essentials, plus functions such as Data Lookups, Performance Dashboard, Enhanced Reporting with Data Aggregation, Data Visualization options, and Payment Gateway

Laserfiche QuickFields Modules Included:

Excluded Modular/Function Details

Laserfiche Modules Excluded:

Laserfiche Web Link Public Portal: Public Portal meant to allow end users to access public sections and repositories of documents via their web browser. These connections are strictly search and review, no changes or feedback can be performed using the Weblink interface.

Laserfiche Quick Fields Agent: Automation tool that will allow for the automated operation of Quick Fields on a server and the running of a number of sessions on timed intervals.

Laserfiche Records Management Edition: Laserfiche Records Management Edition includes tools to help track a record's life cycle from a record's filing date all the way to its final disposition. These help files contain general background information on records management, as well as specific information on the Laserfiche implementation of records management.

Laserfiche Forms Portal: Digital forms application allowing for the submission of process forms and information by anonymous external users.

Laserfiche Connector: provides a streamlined experience for integrating Laserfiche with line of business applications such as Customer Relationship Management (CRM) and Enterprise Resource Planning (ERP) systems. Laserfiche Connector integrates easily through user-defined hotkeys and embedded buttons.

Laserfiche QuickFields Modules Excluded:

Zone OCR: Ability to use coordinate locations to OCR and retrieve specific text segments for automatic identification and indexing of documents.

Real Time Lookup: Ability to connect via ODBC to an external data source to retrieve information for automated indexing and validation.

Barcode Lookup: Ability to identify and read data from barcode for automated indexing or routing.

Bates Numbering: Ability to apply Bates stamp to all documents processed. This can be a value that resets each time, or a running total that is tracked for each session.

Optical Mark Recognition: Ability to detect selection of check boxes on a standard form

Pattern Matching: Ability to analyze and parse data using regular expressions.

Projected Work will be broken out by Phases

A typical project for implementing a Laserfiche Content Management Solution includes the following:

Project Kick-Off Meeting

Project Timeline will be created & confirmed

Client Site Inspection

Conduct subject matter expert (SME) interviews

Establish user lists and rights policies

Identify relevant documents and indexes for the Laserfiche DMS.

Configure user list and rights policies.

Create indexes and template for relevant document types

Forms and Process

Configure Workflow and Forms software.

Configure Workflow Rules as outlined in the Implementation Details.

Perform training for the Laserfiche content management system.

Conduct End User Laserfiche Client training.

Conduct Go Live training

Provide quality assurance oversight and testing.

Customer Responsibilities

	•	Customer will provide access to all areas required to complete this project. Any areas of high security or hazard should be made known prior to project commencement.
	•	Customer will provide access to all information and documentation required to complete this project.
	•	Customer will provide an onsite contact person responsible for providing direction and approvals on completion of work.
	•	Customer will directly provide all non-ImageNet hardware and software support required unless specifically indicated otherwise.
	•	Customer will ensure that any customer provided hardware will meet all required specifications for software.
	•	Customer will verify final and provide on-going folder, template, and user set up.
	•	Customer is responsible for maintaining agreed upon timeline, customer side delays may push back launch dates by a ratio that exceeds 1:1 and may incur further service costs as well.
	•	Client will secure SSL Certificate for chosen Server host names when applicable.

Change Requests

If any changes or additions are required outside of the defined scope and deliverables previously listed, a Project Change Request will need to be completed and signed by both the Customer Project Manager and ImageNet Consulting representatives. (Copy attached)

Assumptions & Terms

- Rates are based on a commitment that work is to be performed during regular business hours; 8AM to 5PM local time, Monday through Friday
- It is assumed that all work will be completed as a continuous effort. Disruptions of this continuous effort beyond the control of ImageNet Consulting may require additional costs, additionally if the project is finished ahead of the estimated completion, there will be no credit issued to the customer.
- All System Engineer work outside of the work defined within the SOW is billed at $165.00 per hour for system configuration work
- All Process Analyst work outside of the work defined within the SOW is billed at $225.00 per hour for automation analysis and design
- For a full Professional Service Agreement, see appendix A.

Disclaimers

- ImageNet Consulting is not responsible for the loss of data due to system failure and lack of database back-up
- Future software installation services from ImageNet Consulting are at an additional cost
- ImageNet Consulting does its best to anticipate conversion changes and user needs, however once design agreement is established, any major changes requiring more than 1 hour of work will require a Project Change order and may incur additional costs.

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Consulting Content Services

This Consulting Services Agreement (the "**Agreement**") is made and entered into as of _____ the "**Effective Date**") by and between ImageNet Consulting, with a place of business at 913 North Broadway, Oklahoma City, OK 73102 (ImageNet) and Customer a Oklahoma Government Organization with a place of business at 601 S Main St | Broken Arrow, OK 74012 ("**Customer**").

Pursuant to this Agreement, Customer is engaging ImageNet to provide certain consulting services as more fully described herein. The Agreement consists of the following documents, incorporated herein by this reference:

Statement of Work
Attachment A Pricing
Attachment B Professional Services Agreement
Attachment C Project Change Request
Attachment D Project Completion Form

Customer has read and agrees to the terms and conditions and the documents annexed hereto. This Agreement will be effective only when executed below by both parties.

AGREED TO:

Customer   ImageNet

David Wails

_____   _____
Authorized Representative Signature   Authorized Representative Signature

Name: Name: David Wails
Title: Title: Laserfiche Customer Success Manager
Address: Address: 7131 East 41st Street Tulsa OK 74145
Customer Contact: Contact: David Wails
Email: Email: dwails@imagenet.com
Telephone: Telephone: (918) 232-2679

Attachment A: Pricing

Licensing

Description	Qty	Unit Price	Total Price
Rio Name Full Users	10	$ 756.00	$ 7,560.00
Forms Professional	10	$ 75.60	$ 756.00
Records Management	15	$ 63.00	$ 945.00
Participant Users	5	$ 378.00	$ 1,890.00
Total Licensing Cost			$11,151.00

Note:

1. **Adding the licensing above will increase the annual software and maintenance support cost by $ 2,065.05.**

Professional Services

Description	Qty	Unit Price	Total Price
Basic	48	$ 165.00	$ 7,920.00
Design	72	$ 225.00	$16,200.00
Total Licensing Cost			$24,120.00

Total upfront Cost of Project: $35,271.00

Attachment B: Professional Services Agreement

1. PROFESSIONAL SERVICES AND DELIVERABLES
   a. ImageNet Professional Services. ImageNet will provide the services ("Professional Services") and the tangible work product of Professional Services, if any, ("Deliverables") described in these terms and the relevant Transaction Document (together, our "Agreement"). A "Transaction Document" may include a Statement of Work ("SOW"), Customer accepted order (except for Customer pre-printed terms), a valid ImageNet quotation, proposal letter, or other executed documents that reference these terms and relate to such SOW.
   b. Acceptance. Customer accepts the Professional Services when ImageNet performs them. Customer accepts Deliverables when ImageNet deliver them to Customer, or as both parties otherwise agree in an SOW. The foregoing Deliverable acceptance procedure does not apply to Products or Custom Products, even if they are used in connection with the Professional Services or Deliverables. For the purposes of this Agreement, "Product" means any hardware or software on ImageNet's standard price list at the time ImageNet accept Customer order. "Custom Products" mean any Products that may modify in any way to meet Customer requirements.
   c. Changes. If Customer request changes or ImageNet recommend changes to the Professional Services or Deliverables, ImageNet will follow the change management procedures in the SOW.
2. INTELLECTUAL PROPERTY RIGHTS
   Neither party will gain rights or ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other by virtue of our Agreement. ImageNet retain exclusive ownership in the Deliverables and own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed under our Agreement. ImageNet grant Customer a non-exclusive, perpetual, non-transferable, royalty-free right and license to use the Deliverables for Customer internal use in the countries in which Customer do business. Customer grant ImageNet a non-exclusive, worldwide, royalty-free right and license (or sub-license) to use, copy, make derivative works of, distribute, display, perform, and transmit Customer and Customer third parties' intellectual property rights to the extent necessary for ImageNet to perform our obligations and our rights under our Agreement.
3. CONFIDENTIALITY
   In connection with the Professional Services described in the Transaction Document, either party may receive or have access to technical information, information about product plans and strategies, promotions, customers and related technical, financial or business information which the disclosing party considers to be the confidential information of that party or its third party contractors or suppliers ("Confidential Information"). The following will apply to any such Confidential Information:
   a. Before any Confidential Information is disclosed, the parties will first agree to disclose and receive such information in confidence. If then disclosed, the Confidential Information will be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, will be designated as confidential in a writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.
   b. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under these Terms and the relevant Transaction Document, and only by the employees of the receiving party and its employees, agents or contractors who have a need to know such information for purposes of this these Terms and the relevant Transaction Document. The receiving party will protect, and will ensure that its employees, agents and contractors will protect, the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the receiving party uses to protect its own confidential information of a like nature.
   c. The receiving party's confidentiality obligation will be for a period of three (3) years after the date of disclosure.
   d. The confidentiality obligations of the parties will not extend to information that:
      1 was in the receiving party's possession before receipt from the disclosing party;
      2.Is or becomes publicly known without breach by the receiving party;
      3.Is rightfully received by the receiving party from a third party without a duty of confidentiality;
      4.Is independently developed or learned by the receiving party; or
      5.Is disclosed by the receiving party with the disclosing party's prior written approval.

4. PAYMENTS
   a. Fees and Taxes. Prices are in the local ImageNet price list at the time ImageNet receive Customer order or in a valid Transaction Document. In addition, Customer is responsible for any out of pocket expenses reasonably incurred by ImageNet in connection with the performance of the Professional Services, including the travel and travel-related expenses set forth in the SOW. Prices do not include taxes.
   b. Payment Terms. Customer agrees to pay invoiced amounts within thirty (30) days of our invoice date, without offset. ImageNet may change credit terms or payment terms if, in ImageNet's reasonable opinion, Customer financial condition, previous payment record, or relationship with ImageNet merits such change. ImageNet may discontinue performance if Customer fails to pay any sum due, or if after ten (10) days written notice, Customer has not cured any other failure to perform under this Agreement.
   c. Leasing. If applicable, Customer agrees that even if the Software is not fully installed, accepted and/or does not function or perform as Customer anticipates or expects, the commencement of your lease and the invoicing thereof will begin ten (10) days from the "Effective Date"
   d. Milestone Payments. Customer shall pay to ImageNet certain milestone payments following the first occurrence of certain milestone events as set forth below:

Milestone Event	Payment Percentage	Payment Amount
Signing the Contract	30%	
Final Design Acceptance	30%	
Successful Go-Live	40%	

5. WARRANTY
   a. Services Warranty. ImageNet will perform the Professional Services using generally recognized commercial practices and standards. If Customer notify ImageNet within thirty (30) days after ImageNet perform that the Professionals Services didn't meet this warranty, ImageNet will re-perform them.
   b. Warranty Disclaimer. The warranty contained in sub-section 5, a. is in place of, ImageNet expressly disclaim, and Customer expressly waive, all other express warranties or conditions, and all other warranties, conditions, and obligations implied in law, including warranties of merchantability and fitness for a particular purpose.
6. LIMITATION OF LIABILITY
   Except for damages for bodily injury, our total liability to Customer is limited to the fees Customer paid for the Professional Services that are the subject of Customer claim. Except for claims by another party for infringement of their intellectual property rights, in no event will either party be liable for any consequential, special, indirect, or incidental damages, including: downtime costs; lost business revenues, or profits; failure to realize expected savings; loss or unavailability of or damage to data; and software restoration. To the extent allowed by local law, these limitations apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort, or otherwise.
7. TERM AND TERMINATION

a. <u>Term</u>. Our Agreement becomes effective when ImageNet accepts Customer order and will remain in effect until ImageNet complete the Professional Services or one party terminates the Agreement according to the terms of this section 7.

b. <u>Termination for Failure to Pay</u>. ImageNet may terminate our Agreement if Customer fails to pay any amount due and Customer don't pay within ten (10) days after ImageNet notify Customer.

c. <u>Effects of Termination</u>. After our Agreement terminates, Customer will pay ImageNet for all the Professional Services ImageNet performed and our expenses up to the date of termination, and ImageNet will give Customer all work in progress for which Customer has paid. If the amounts Customer owes ImageNet are less than any of Customer advance payments, ImageNet will refund Customer the difference within thirty (30) days after termination. Any terms of our Agreement which by their nature extend beyond termination will remain in effect until fulfilled.

8. GENERAL

a. <u>Dependencies</u>. Customer will give ImageNet accurate information and comply with Customer obligations in a timely and cooperative manner. Customer understands that if Customer doesn't ImageNet may not be able to deliver the Professional Services. Customer acknowledges that ImageNet bids and Customer has the right to acquire Professional Services and Products separately.

b. <u>Similar Services</u>. ImageNet may provide similar Professional Services to our other customers.

c. <u>Independent Contractor</u>. ImageNet don't intend to create a joint venture, partnership or employment relationship between parties.

d. <u>Hiring of Employees</u>. Customer won't solicit, offer employment to, or enter into consultant relationships with our employees or consultants who perform (directly or indirectly) Professional Services within one (1) year after an SOW ends. However, Customer may hire an employee or consultant who responds to a general hiring program Customer conduct in the ordinary course of Customer business.

e. <u>Publicity</u>. Customer won't disclose the price or other terms of our Agreement without asking us first. However, ImageNet may use Customer name and identify this engagement in our general lists of our customers and experience.

f. <u>No Assignment</u>. Customer may not assign this Agreement without our prior written consent, which consent will not be unreasonably withheld.

g. <u>Force Majeure</u>. Except for payment obligations, neither party is liable for delays or non-performance due to causes beyond our reasonable control.

h. <u>Notices</u>. If both parties notify each other about these terms both parties do so in writing and the notices will be effective upon receipt.

i. <u>Precedence</u>. If these terms conflict with a Transaction Document, these terms take precedence unless the Transaction Document 1) expressly states that it amends these terms and 2) is executed by both parties.

j. <u>Entire Agreement</u>. The Agreement is the entire agreement between ImageNet regarding Customers purchase of Professional Services and Deliverables. It supersedes and replaces any previous communications, representations or agreements, or Customer additional terms.

k. <u>Applicable Law</u>. Oklahoma law governs our Agreement; except for its choice of law rules.

l. <u>Authorization to Install Software</u>. As part of the Professional Services, ImageNet may be required to install copies of third-party or ImageNet-branded software products (the "Software"). Customer authorize ImageNet to accept the license terms accompanying the Software (collectively "Shrink-wrap Terms") on Customer behalf, and acknowledge it is Customer responsibility to review any Shrink-wrap Terms associated with the Software. Shrink-wrap Terms may be in electronic format, embedded in Software, or contained within the Software documentation.

m. <u>Export and Import</u>. Customer who exports, re-exports, imports, or otherwise transfers Products, technology, or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. ImageNet may suspend performance under this Agreement: 1) if the Customer is in violation of any applicable laws or regulations, and 2) to the extent necessary to assure compliance under the U.S. or other applicable export or similar regulations.

n. <u>No Fee Engagements</u>. If ImageNet provides Services at no cost to Customer, Section 4 and Sub-Sections 7.c. and 7.e. shall not apply to this agreement. In addition, any terms of the Agreement which by their nature extend beyond termination will remain in effect until fulfilled.

o. <u>Signer Authority</u>. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

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Attachment C: Project Change Request

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Project Change Request

PCR Number: _____

Date: _____ Party requesting change: _____

Nature of the proposed change:

_____

_____

_____

Reason for the proposed change:

_____

_____

_____

Impact of the proposed change on project:

Pricing: _____

P.O. to which changes will apply: _____

Schedule Changes:

_____

_____

This Project Change Request is (circle):   Approved   Rejected

Signatures:

ImageNet Consulting Representative: _____

Customer Representative: _____

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Attachment D: Project Completion Form

Date:_____

I, _____(Project Manager) agree that ImageNet Consulting has completed this project to the

satisfaction of _____(Company Name) and achieved every goal outlined in this Statement of Work in

addition to any change requests that were made during the project. No further work will be done for Client in

regards to this project, any additional requests will detailed in a new document with a different project scope.

AGREED TO:

Customer   ImageNet

_____   _____
Authorized Representative Signature   Authorized Representative Signature

Name: Name:
Title: Title:
Address: Address: _____
Customer Contact: Contact:
Email: Email:
Telephone: Telephone: