

**Appendix D to DIR-TSO-4040
Sample Statement of Work**



<Customer>

Accountability Court
Case Management
System (ACCM)

STATEMENT OF WORK

<DATE>

1 Statement of Work

<Customer> (aka. Customer) desires to purchase a case management system for Accountability Courts (ACCM) for use by their <Type of Court>. Procurement of ACCM will be in accordance with DIR Contract No. DIR-TSO-4040, and this <Procurement>. In the event of a conflict between the DIR Contract No. DIR-TSO-4040 and this Procurement, the DIR Contract will control.

- Software:
 - ACCM is a full-featured, web-based case management system. ACCM shall streamline the management of program evaluation, treatment, and monitoring through the use of electronic document management; system randomizer; and provide reporting measurements and tools.
 - All Accountability Court Team members use ACCM to access compliance tracking, monitor treatment plan mandates, ensure Participants receive an appropriate level of supervision and services, and facilitate efficient staffing meetings and court sessions. ACCM is designed to offer the flexibility allowing the Accountability Court Team members to configure the solution to meet the court's workflows from an overall program perspective.
- Services:
 - 5 Point Solutions, LLC will install ACCM based on initial qualifying specifications by Customer. To configure the system based on local business preferences, 5 Point Solutions, LLC will train the Customer on administrative roles. 5 Point Solutions, LLC will provide onsite training for all system users and online training for document management and administration. 5 Point Solutions, LLC will provide the following services:
 - Off-Site Configuration and Implementation – XX days
 - Onsite Training – XX days
 - Conversion services – 5 Point Solutions, LLC will convert the current demographics for current program participants to eliminate the need for manually populating. A system utility input document will be used by Customer to enter information, which in turn will be used by 5 Point Solutions, LLC to convert. Exhibit "A" lists the data elements included in the system utility input document. The system utility input document is best described as an electronic tool, provided by 5 Point Solutions, LLC, that the Court will use to enter program specific data; which will include State Quarterly Report data elements.

- Hosting:
 - <Customer> has chosen for 5 Point Solutions, LLC Solutions to host the Treatment Court database solution. A Exhibit E to DIR-TSO-4040 Annual Hosting Services Contract will be provided at the time of delivery for hosting.
- Maintenance and Support:
 - 5 Point Solutions, LLC offers a variety of support options that provide flexibility to our customers. 5 Point Solutions, LLC continues to develop and extend the ACCM platform with functionality enhancements and improvements to usability. Customers with active maintenance agreements automatically gain access to updates and new features. Customers can call 803-951-2094 for a customer support line between the hours of 8:00 AM – 5:00 PM Eastern Standard Time. In addition, customers can email support@myfivepoint.com to request help and/or changes to their system. A 5 Point Solutions, LLC representative will handle the request and respond and/or solve the problem in a timely manner.

In accordance with DIR Contract No. DIR-TSO-4040, and this statement of work, Customer will be responsible for the following:

- Ensure that all of the involved departments and departments' system vendors are willing to work with 5 Point Solutions, LLC Solutions and the appropriate county to provide necessary access to information and data as needed for the project.
- Provide subject matter experts from each of the involved departments to participate in analysis meetings.
- Provide stable network and internet connection to each of the involved ACCM Users.
- Must provide PCs and/or laptops for users to access and run ACCM.
- Must provide scanner(s) to access and run the document management component of ACCM.
- Provide project management services for the length of the project to manage the Customer responsibilities. The project manager(s) should be available for scheduled meetings or teleconferences.
- Provide access to Subject Matter Experts to confirm configuration.

Sample Statement of Work

- Must have project manager and key individuals to attend all scheduled training(s).
- Must accept the provide a written plan of action within 30 days.

2 Cost Schedule (Example Only)

Description	Unit Amount	Qty	Total Amount
Software			
ACCM	\$ 25,000	1	\$ 25,000
Services			
Professional Services			
<i>Off-Site Configuration and Implementation</i>	\$1,500	XX (days)	\$ XXXX.XX
<i>On-Site Training</i>	\$1,500	XX (days)	\$ XXXX.XX
Conversion			
<i>Current Participant Demographics through use of System Utility Input Document</i>	\$1,500	1	\$ XXXX.XX
5 Point Solutions, LLC Hosted Environment (1st year included)	\$3,600	1 (year)	\$ 3,600
Maintenance & Support (1st year included)	\$4,500	1 (year)	\$ 4,500
		TOTAL	\$ 48,100

3 Payment Schedule (Example Only)

Milestone Description	Terms	Total Amount
#1a – Project Initiation	Project Initiation – Due Net 30 Days of Signing of SOW	\$35,000.00 **
#2a – <Type of Court> Completion	<Type of Court> Project Completion	\$13,100.00**
	Total	\$48,100.00

** Invoices and payments are made 5 Point Solutions, LLC in accordance with Appendix A to DIR Contract No. DIR-TSO-4040 Section 8.J Payments.

4 General Terms and Conditions

The DIR Contract No. DIR-TSO-4040, and the following general terms and conditions will govern the services performed under this Statement of Work.

- All estimates are based on information provided to 5 Point Solutions, LLC Solutions by the Customer.
- The standard Time & Materials rate for 5 Point Solutions, LLC Solutions is \$151.13 per hour. All billable services performed outside of this Statement of Work must be pre-approved by Customer. All billable services performed outside of this Statement of Work will be billed at \$151.13 per hour.
- All estimates are based on the defined project scope. Scope changes requiring significant modifications to the services needed for the project must be pre-approved by Customer. Scope changes requiring significant modifications to the services needed for the project will be estimated at the rate of \$151.13 per hour. Modifications are significant when the requested change(s) would prevent the objectives of the project from being achieved within the defined schedule.
- **Invoices are in accordance with Appendix A to DIR Contract No. DIR-TSO-4040 Section 8.I Invoices.** When the project has been completed, support and maintenance fees will be invoiced annually, unless otherwise funded by the State.
- **Authorized Representative.** Each party shall designate an individual to act as a representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.
- **Notices.** All notices of any type hereunder shall be in writing and shall be given by Post or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

To <Customer>
<Address>
<City>, <State>, <Zip Code>

To 5 Point Solutions, LLC Solutions
C/o Cicero Lucas
905 Old Cherokee Rd
Lexington, SC 29072

Notices shall be declared to have been given or received on the date the notice is physically received. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

- **Amendment of Agreement.** Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.
- **Severability.** If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.
- **Indemnification.** Indemnification will be handled in accordance with Appendix A to DIR Contract No. DIR-TSO-4040 Section 10.A Indemnification.
- **Force Majeure.** Force Majeure will be handled in accordance with Appendix A to DIR Contract No. DIR-TSO-4040 Section 11.C Force Majeure.
- **Notice to Proceed.** As a default, the Statement of Work also functions as a Notice to Proceed.
- **Time of the Essence.** Time is of the essence for the completion of the Services to be performed and each party's respective obligations under this Agreement.
- **Governing Laws.** This Agreement is governed by the laws of the State of Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.
- **Project Acceptance.** The Court should anticipate signing a Project Acceptance Document within 30 days of Go-Live Support. The Project Acceptance Document will establish formal acceptance of all the deliverables for the Accountability Court Case Management System; and that the system has met all the acceptance criteria as defined in the Statement of Work Document.

5 Signature

The undersigned hereby agree that the signatures below are fully authorized to bind the respective parties to this Statement of Work. Further, the parties acknowledge that no other action, consent or approval by the respective parties is necessary to enter this Statement of Work as a binding and valid agreement.

Customer:

Company:

<Customer>

5 Point Solutions LLC

Customer's Authorized Signature:

Company's Authorized Signature:

Print Name:

Print Name:

Date:

Date:

Customer:

Company:

Exhibit "A"

System Utility Input Data Elements

All Courts:

- Participant's Name
- Date of Birth
- Date Referred
- Who Referred
- Date of Entry into Program
- Cell phone
- Home phone
- Email
- Living Arrangement
- Address
- Vehicle – Make, Model, Year, Color
- Employment Type
- Place of Employment
- Annual Income Level
- Ethnicity/Race
- Gender
- Marital Status
- Highest Level of Education
- Current Phase
- Date Entered Current Phase
- Criminal Case Status
- Date of Original LSI-R
- Risk
- Need
- ASAM
- Date of Subsequent LSI-R
- Date of Original START
- Key
- Critical
- Class of User
- Primary Drug of Choice
- Requested Accommodations
- Total Monies Owed to Date
- Total Monies Paid

Sample Statement of Work

- Current Balance Owed
- Current Criminal Charges – Filing Date
- Case Number
- Charges
- SID
- Sentence Expiration Date
- Driver’s License Type
- Driver’s License Status
- Driver’s License Restrictions
- Driver’s License Number
- Issue Date
- Suspension Date
- Reinstatement Date
- Branch of Military Service
- Capacity
- Date Entered Service
- Name of Conflict
- Date Exited Service
- Discharge
- Name of Current Medication
- Type of Medication
- Dosage
- Frequency
- Dual Diagnosis
- Part of Medical Treatment
- Drug Relation
- Comorbid Substance Abuse
- Guideline used to determine Diagnosis
- Date Guideline used
- Type of Diagnosis
- Diagnosis Category
- Treating Physician
- Type of Physician
- Most Recent date seen by Physician
- Name of current School attending
- Current GPA
- Reason for not enrolled in School