



The County of Sauk, Wisconsin

Additional Court License

**CHANGE ORDER REQUEST (COR) #001
To
Accountability Court Case Management**

ISSUE DATE: November 12, 2019



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CHANGE ORDER REQUEST (COR) #001

1 Purpose

The County of Sauk Wisconsin, hereby referred to as “the Court” has identified the need to add an additional Reentry Court to their Accountability Court Case Management system. The purpose of this document is to propose pricing for the new court license to be approved by the Court.

2 Deliverable Details

Contractor agrees to provide the following five new Deliverables under the 5Point Contract: (1) add new court license for The County of Sauk, Wisconsin, (2) configure the court’s data panel layout, drop-down lists, and security, (3) provide additional hosting storage for the one additional The County of Sauk, Wisconsin Treatment Court, (4) and provide Maintenance & Support for one additional The County of Sauk, Wisconsin Treatment Court.

Hosting

FivePoint Solutions hosts its Treatment Court software in the Microsoft Azure Government Cloud. The Microsoft Cloud includes:

- a. HIPAA/HITECH compliant with respect to all rules, regulations, and codes as well as any other applicable state and federal statutes, regulations, codes regarding “Protected Health Information” as defined in 45 CFR Section 160.103.
- b. SSAE 16/SOC II, Type 2 certified and in compliance with FISMA standards and FedRAMP certified.

FivePoint reserves the right to apply a 3% upcharge to its hosting fee annually at renewal and will notify client of any upcharge.

Maintenance and Support

Maintenance - FivePoint continues to develop and extend the CaseWorx platform with functionality enhancements and improvements to usability. Customers with active maintenance agreements automatically gain access to updates and new features. FivePoint reserves the right to apply a 3% upcharge annually to its Maintenance and Support fees at renewal and will notify client of any upcharge.

Support - Once CaseWorx is fully operational Support occurs. FivePoint offers a variety of support mechanisms that provide flexibility to our customers. Customers can speak with a helpdesk professional or send an email to report issues. We maintain a staffed helpdesk to receive support calls and emails as needed.

A FivePoint Support Representative will review and prioritize the Support Level defined below:

- "**Priority 1**" means a severe Malfunction exists which makes the use of one or more Maintained Item critical functions inoperable or materially decreases the functionality required by this Agreement.
- "**Priority 2**" means a non-severe Malfunction exists which makes the use of one or more Maintained Item functions less operable or decreases functionality as required by this Agreement but is not a Priority 1 Malfunction.

After Client has informed FivePoint of a Malfunction, and subject to FivePoint reasonably assisting Client in attempting to recreate and diagnose the Malfunction, FivePoint agrees to: (i) provide a progress report to Client within twenty four (24) hours of receiving each request to do so from Client, (ii) for Priority 1 level Malfunctions, promptly assign a FivePoint employee to address the Malfunction, provide a response within four (4) hours during Business Hours, and ensure that the assigned employees work continuously during Business Hours until a Correction is provided and (iii) for Priority 2 level Malfunctions, within twenty four (24) hours respond and assign technical support resources, and provide a Correction within a reasonable amount of time and at the same time or sooner than FivePoint provides the Correction to its other customers. During Business Hours, FivePoint agrees to provide Client with telephone access to qualified employees able to provide Corrections, to remotely address malfunctions and provide corrections.

If a Priority 1 Malfunction support request is received during Business Hours but is not resolved during Business Hours, FivePoint and Client will jointly decide whether the Correction will be worked on during After Hours or during Business Hours the next Business day.

FivePoint will provide telephone and email support Monday through Friday between 8:00am-5:00pm (EST) excluding FivePoint business holidays. FivePoint Holidays are the following:

New Year's Day – 1 day
 Good Friday – Friday before Easter – 1 day
 Memorial Day – Last Monday in May – 1 day
 Independence Day – 4th of July – 1 day
 Labor Day – 1st Monday in September – 1 day
 Thanksgiving Day and the Friday after – 2 days
 ½ day Christmas Eve and Christmas Day – 1 & ½ days*

3 Cost Proposal

| Description | Unit Amount | Qty | Total Amount |
|--|-------------------------|----------|--------------------|
| Software | | | |
| FivePoint Accountability Court Case Management – Additional Court License – Reentry Court | \$ 6,000 | 1 | \$ 6,000 |
| Services | | | |
| <i>Court Configuration and Setup</i> | \$ 1,200 (per day) | 3 (days) | \$ 3,600 |
| Maintenance, Support, and Hosting | | | |
| FivePoint Hosted Environment (1st Year Included) | \$ 1,000* (per year) | 1 (year) | \$ 1,000* |
| Maintenance & Support | \$2,000* (per year) | 1 (year) | \$2,000* |
| Total: | | | \$12,600.00 |

* Hosting, Maintenance & Support proposed pricing will be added onto the current annual cost in the original Statement of Work

** All items will be invoiced at contract signing

4 Signature Page

Between the Court and 5 Point Solutions LLC, to provide the services described in Change Order Request 001, the following contract terms and conditions are modified as follows:

1. The Statement of Work shall include all Deliverables as described in COR-001.

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

Client:

The County of Sauk, Wisconsin

Company:

5 Point Solutions LLC

Client's Authorized Signature:

Company's Authorized Signature:

Print Name:

Print Name:

Date:

Date:
