

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
201910020 – 1

Originating Department:		85 Health	
Division/Program: <i>(i.e. Dept. Division and Program)</i>		8550 Human Services / 855020 Behavioral Health	
Contract or Grant Administrator:		Anne Deacon	
Contractor's / Agency Name:		Julota	
Is this a New Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	201910020
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:		
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	CFDA#:	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s):		
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Contract Cost Center:	124119 / 130100
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.		
If YES, indicate exclusion(s) below:			
<input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 38,932.50	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.		
This Amendment Amount: \$ 46,088.80			
Total Amended Amount: \$ 85,021.30			
Summary of Scope: Julota is a web-based and mobile integrated software utilized by multiple agencies to track and monitor services and care provided to individuals within the Whatcom Ground-level and Coordinated Engagement (GRACE) Program.			
Term of Contract:	1 Year	Expiration Date:	10/13/2021
Contract Routing:	1. Prepared by:	JT	Date: 09/21/2020
	2. Health Budget Approval	KR	Date: 10/27/2020
	3. Attorney signoff:	RB	Date: 10/29/2020
	4. AS Finance reviewed:	M Caldwell	Date: 10/28/2020
	5. IT reviewed (if IT related):	PR	Date: 10/28/2020
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

Whatcom County Contract Number:

201910020 – 1

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:

Julota
102 S Tejon Street, Suite 1100
Colorado Springs, CO 80903

AMENDMENT NUMBER: 1

CONTRACT PERIODS:

Original: 10/15/2019 – 10/14/2020

Amendment #1: 10/15/2020 – 10/14/2021

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract "Exhibit A – Scope of Work, Section C(2): Renewal Terms".
2. Incorporate Addendums # 1 and #2 to describe the addition and development of the Advanced Data Mart Interface to the County's existing Julota platform. The addendums also provide a fee schedule indicating pricing for total yearly enrollments.
3. Funding for this contract period (10/15/2020 – 10/14/2021) is not to exceed \$46,088.80.
4. Funding for the total contract period (10/15/2019 – 10/14/2021) is not to exceed \$85,021.30.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 10/15/2020.

Addendum #1 to Statement of Work No. 1

This Addendum #1 to Statement of Work No. 1 (the “**Addendum**”), executed on the date(s) set forth below, is by and between TouchPhrase Development, LLC a Colorado limited liability company (“**Julota**”) and Whatcom County, Washington (“**Customer**”) (collectively, the “**Parties**”). The “Effective Date” of this Addendum is October 15, 2020.

WHEREAS, the Parties previously agreed to a Software as a Service (SaaS) Agreement, dated October 15, 2019 (the “**Agreement**”) and a Statement of Work No. 1, dated October 15, 2019 (the “**SOW**”);

WHEREAS, Customer desires that Julota provide additional services, specifically an interface with the Services with ImageTrend DataMart and the setup of a VPN (collectively, “**Advanced DataMart Interface**”); and

WHEREAS, except as set forth in the Addendum, all other terms of the Agreement and SOW remain in effect.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions. Defined terms that are not defined in this Addendum will have the same meaning as set forth in the Agreement and the SOW.
2. Interface. Julota will provide an Advanced DataMart Interface during the term of the SOW. Julota will create the Advanced DataMart Interface, setup the VPN and integrate both with the Services. The forgoing will collectively be referred to as the “Advanced DataMart Interface Services.” The Advanced DataMart Interface Services, including without limitation, the Advanced DataMart Interface, will be part of the Platform.
3. Fees.
 - 3.1. The setup fee for the Advanced DataMart Interface is Two Thousand Six Hundred and 00/100 dollars (\$2,600.00), which is payable on or before the Effective Date. The annual fee for the ImageTrend DataMart VPN Interface is Three thousand and 00/100 dollars (\$3,000.00) and the annual fee for the Julota Hosted DataMart at 16GB, is Five Thousand Nine Hundred and 00/100 dollars (\$5,900.00), both of which are payable on or before the Effective Date. During the term of the SOW, the fee for the Advanced DataMart Interface Services will be due annually on or before October 15th.
 - 3.2. Customer shall be responsible for taxes each term in the amount of One Thousand and 50/100 dollars (\$1,000.50) for the services identified in Section 2 of this Addendum, which is in addition to the amount set forth in Section 3.1 of this Addendum; this amount is subject to change in Renewal Terms
4. Data. It is Customer’s responsibility to make any required disclosures and obtain any required consents for any Customer Data processed or shared with ImageTrend through the Services, including without limitation, through the Advanced DataMart Interface Services. It is also Customer’s responsibility to provide written instructions to Julota concerning the data it would like to be shared with ImageTrend through the Advanced DataMart Interface Services, including any requirements related to that data and its processing.
5. Waiver of Liability. Julota has no liability to Customer related to ImageTrend’s processing of any Customer Data transmitted to ImageTrend pursuant to Customer’s written instructions.

6. Liability of Customer. As it relates to any claims related to any act or omission that would constitute a violation of this Addendum, including, without limitation, any claimed violation of any privacy laws, Section 14.2 (Waiver of Consequential Damages) of the Agreement does not apply to claims by Julota against Customer.
7. Priority. Except as expressly stated otherwise in this Addendum, this Addendum is intended to supplement, and not to supersede the SOW or the Agreement. Except as expressly stated otherwise in this Addendum, in the event of any inconsistency between this Addendum and the Agreement or the SOW, the Agreement and the SOW shall control.

IN WITNESS WHEREOF, the Julota and Customer have executed this Addendum on the dates set forth below.

“Julota”

TouchPhrase Development, LLC,
a Colorado limited liability company

By: _____ Dated: _____
Scott Cravens, CEO

“Customer”

Whatcom County, Washington

BY: _____ Dated: _____
Erika Lautenbach, Director

Addendum #2 to Statement of Work No. 1

This Addendum #2 to Statement of Work No. 1 (the “**Addendum**”), executed on the date(s) set forth below, is by and between TouchPhrase Development, LLC a Colorado limited liability company (“**Julota**”) and Whatcom County, Washington (“**Customer**”) (collectively, the “**Parties**”). The “Effective Date” of this Addendum is October 15, 2020.

WHEREAS, the Parties previously agreed to a Software as a Service (SaaS) Agreement, dated October 15, 2019 (the “**Agreement**”) and a Statement of Work No. 1, dated October 15, 2019 (the “**SOW**”);

WHEREAS, the parties desire to amend the SOW to reflect pricing changes and capped tax liability; and

WHEREAS, except as set forth in the Addendum, all other terms of the Agreement and SOW remain in effect.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions. Defined terms that are not defined in this Addendum will have the same meaning as set forth in the Agreement and the SOW.

2. Fees.

2.1. The fee schedule for the Renewal Terms in Section 2 of the SOW is deleted and replaced with the following:

Schedule:	
240 total yearly new enrollments ...	\$30,900.00
300 total yearly new enrollments ...	\$38,625.00
360 total yearly new enrollments ...	\$46,350.00
Over 360 total yearly new enrollments ...	to be negotiated

2.2. Customer shall be responsible for taxes in the amount of Two Thousand Six Hundred Eighty-eight and 30/100 dollars (\$2,688.30), which is in addition to the amounts set forth in Section 2 of this Addendum.

3. Priority. Except as expressly stated otherwise in this Addendum, this Addendum is intended to supplement, and not to supersede the SOW or the Agreement. Except as expressly stated otherwise in this Addendum, in the event of any inconsistency between this Addendum and the Agreement or the SOW, the Agreement and the SOW shall control. Further, this Addendum does not apply to, modify or amend pricing of additional services set forth in another addendum.

*****Signature Page Follows*****

IN WITNESS WHEREOF, the Julota and Customer have executed this Addendum on the dates set forth below.

“Julota”

TouchPhrase Development, LLC,
a Colorado limited liability company

By: _____ Dated: _____
Scott Cravens, CEO

“Customer”

Whatcom County, Washington

BY: _____ Dated: _____
Erika Lautenbach, Director

PROGRAM APPROVAL

Approved by email AD/JT _____
Anne Deacon, Human Services Manager

10/27/2020 _____
Date

WHATCOM COUNTY

SATPAL SIDHU
County Executive

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

On this _____ day of _____, 2020, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham.

My Commission expires:_____

APPROVED AS TO FORM

Royce Buckingham, Prosecuting Attorney

Date