

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202111020 – 4

Originating Department:	85 Health and Community Services
Division/Program: (i.e. Dept. Division and Program)	Response Systems Division
Contract or Grant Administrator:	Malora Christensen
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"/>	202111020
Does contract require Council Approval? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" 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):		ALN#:	
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		202309033 / 202212007 / 202204045 / 202208008 / 202304013 / 202105020	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Sole Source	Contract Cost Center:	124119 (\$22,330.43) / 130100 (\$13,584.36) / 124132 (\$34,635.71) / 124134 (\$6,960.51) / 124135 (\$15,000) / 124100 (\$6,733.50) / 124136 (\$6,363.58) / 1388501 (\$2,199.80) / 145110 (2,199.80)	
If yes, RFP and Bid number(s):				
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input type="checkbox"/>				

If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency.
<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): \$ 168,418	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 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: \$ 110,008	
Total Amended Amount: \$ 278,426	

Summary of Scope: This amendment updates funding sources and pricing for the 2024 contract period.

Term of Contract:	1 Year	Expiration Date:	12/31/2028
Contract Routing:	1. Prepared by:	JT	Date: 01/19/2024
	2. Health Budget Approval	JS	Date: 01/25/2024
	3. Attorney signoff:	RB	Date: 01/26/2024
	4. AS Finance reviewed:	A Martin	Date: 2/12/2024
	5. Contractor signed:		Date:
	6. Submitted to Exec.:		Date:
	7. Council approved (if necessary):	AB2024-147	Date:
	8. Executive signed:		Date:
	9. Original to Council:		Date:

**Addendum #4 to Statement of Work No. 1**

This Addendum #4 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 January 1, 2024.

WHEREAS, the Parties previously agreed to a Software as a Service (SaaS) Agreement, dated October 15, 2021 (the “**Agreement**”) and a Statement of Work No. 1, dated October 15, 2021 (the “**SOW**” or “**Statement of Work No. 1**”);

WHEREAS, the Parties previously entered into Addendum #1 to Statement of Work No. 1 with an effective date of May 1, 2022 (“**Addendum #1**”);

WHEREAS, the Parties previously entered into Addendum #2 to Statement of Work No. 1 with an effective date of June 16, 2022 (“**Addendum #2**”);

WHEREAS, the Parties previously entered into Addendum #3 to Statement of Work No. 1 with an effective date of January 1, 2023 (“**Addendum #3**”);

WHEREAS, Customer desires to extend the term for the SOW and Addendum #2;

WHEREAS, the Parties desire to update the pricing for the Services in the SOW; and

WHEREAS, except as set forth in the Addendum, all other terms of the Agreement, SOW, Addendum #1, Addendum #2, and Addendum #3 remain in effect, as revised and/or updated by Addendum #1, Addendum #2, and Addendum #3.

NOW, THEREFORE, in consideration of the foregoing recitals, and of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**1. General Provisions**

- a. All capitalized terms used but not otherwise defined herein shall have the meanings given such terms in the SOW as revised and/or updated by Addendum #1, Addendum #2, and Addendum #3, and, unless otherwise specified, references to Sections refer to Sections in the applicable SOW, Addendum #1, Addendum #2, or Addendum #3. Any capitalized terms set forth below shall become part of the defined terms in the SOW as additional definitions or, unless otherwise indicated as a supplement to an existing definition, shall replace in full the same definition set forth in the SOW.
- b. This Amendment may be executed by electronic signature and may be executed in counterparts, each of which when so delivered shall be deemed an original, and all of which shall constitute one and the same agreement.
- c. 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.

2. **AMENDMENT.**

a. **Section 1. TERM.**

- i. Section 1 (Term) of Appendix 1 to the SOW is deleted in its entirety and replaced with the following:
1. **Term:** The SOW shall be effective until 11:59 pm MT on 12/31/2024, after which date this SOW shall automatically renew for successive 1-year periods or until such time as either party elects not to renew this SOW by providing written notice of non-renewal to the other party at least 60 days prior to the expiration of the Initial Term or the current Renewal Term.

b. **Section 5. Term.**

- i. Section 5 (Term) of Addendum #2 to the SOW is deleted in its entirety and replaced with the following:
5. **Term.** The term for the “Enrollment Module” and “Eligibility Service” provided for in this Addendum shall be from the Effective Date and ending 11:59 pm MT on 12/31/2024, after which date this SOW shall automatically renew for successive 1-year periods or until such time as either party elects not to renew this SOW by providing written notice of non-renewal to the other party at least 60 days prior to the expiration of the Initial Term or the current Renewal Term.

- c. The fees for the SOW, for services described in the table below will go into effect for the listed services at 12:00 am MT on 1/1/2024. This Addendum does not amend the terms set forth in the SOW, Addendum #1, Addendum #2, Addendum #3 upon which Julota may increase fees.
- d. Adds Exhibit E – ARPA Funding Requirements

**Recurring Annual Fees Schedule (non-refundable): Whatcom**

Name	Price	QTY	Subtotal
One Time Fee Schedule			
Implementing Services	\$500.00	7	\$3,500.00
Recurring Annual Fees Schedule (non-refundable)			
Platform License Fee	\$10,575.00	1	\$10,575.00
Services CoResponder, ART Eligibility Evaluation, LEAD Triage, MHC Eligibility, Street Medicine, Community Partner Outreach GS, Crisis Intervention GS, Group Outreach GS, Education/Training GS	\$390.00	10	\$3,900.00
Standard Hubs	\$5,900.00	1	\$5,900.00
1-Directional Interfaces	\$1,340.00	3	\$4,020.00
Annualized Monthly Active Clients	\$5.25	2380	\$12,495.00

Advanced Interface	\$10,150.00	1	\$10,150.00
Surveys Module	\$1,020.00	1	\$1,020.00
Criminal History Module	\$1,020.00	1	\$1,020.00
Enrollments Modul	\$1,020.00	1	\$1,020.00
Clinical Module	\$1,020.00	1	\$1,020.00
42 CFR Part 2 Compliant Workflows	\$5,400.00	1	\$5,400.00
CJIS Compliant Workflows	\$5,400.00	1	\$5,400.00
Custom Data Extraction	\$1,340.00	3	\$4,020.00
Hosted Tableau	\$16,350.00	1	\$16,350.00
Hosted Creator	\$2,260.00	3	\$6,780.00
Hosted Explorer	\$565.00	2	\$1,130.00
Hosted Viewer	\$340.00	4	\$1,360.00
<b>Support Services</b>			
<b>Yearly Julota Premium Support Services</b> <ul style="list-style-type: none"> <li>• Support for ongoing configuration to platform</li> <li>• Help Desk access via web portal and email</li> <li>• Critical outage response within 1 hour on any business day or 2 hours for any non-business day</li> <li>• Dedicated Hotline Support for all users on business days included</li> <li>• 1 Video Training Session (recorded) for each of up to 3 unique workflows included</li> <li>• Access to post-implementation CSM/onboarding support 1 hour bi-weekly included</li> <li>• 3 Custom Automations included</li> <li>• If Julota Data Warehouse, quarterly performance reports provided</li> <li>• 4 Hours of data normalization for Data Migration provided</li> <li>• Julota staff monitoring of interface performance (reported monthly)</li> <li>• Julota provided user/permission management (up to 12 hours) included</li> <li>• Consulting (up to 5 hours) included</li> </ul>	\$12,450.00	1	\$12,450.00
<b>Discounts &amp; Credits</b>			
Yearly Loyalty Discount	-\$100.00	4	-\$400.00

Champion Discount                      -\$6,000.00  
**Total    \$101,110.00**

(See next page for signatures)

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: \_\_\_\_\_  
Name: Satpal Singh Sidhu Title: County Executive

**WHATCOM COUNTY:**

PROGRAM APPROVAL: \_\_\_\_\_  
Malora Christensen, Response Systems Manager Date

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_  
Erika Lautenbach, Health and Community Services Director Date

APPROVAL AS TO FORM: \_\_\_\_\_  
Royce Buckingham, Senior Civil Deputy Prosecutor Date

**CONTRACTOR INFORMATION:**

**Julota**  
Scott Cravens, CEO  
102 S Tejon Street, Suite 1100  
Colorado Springs, CO 80903  
720-639-4622  
[scott@julota.com](mailto:scott@julota.com)

## **EXHIBIT E**

### American Rescue Plan Act (ARPA) Funding Requirements

#### **1. Termination for Default:**

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate this contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

#### **2. Termination for Public Convenience:**

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

#### **3. Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

The Contractor certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in its transaction by any Federal debarment or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the contractor agrees to include the clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at [WWW.SAM.GOV](http://WWW.SAM.GOV). Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

#### **4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:**

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  1. Procure or obtain;
  2. Extend or renew a contract to procure or obtain; or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign entity.
- b. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transform from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See [Public Law 115-232](#), section 889 for additional information
- d. See also § [200.471](#).