

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202111020 – 3

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		Response Systems Division / Alternative Response Team	
Contract or Grant Administrator:		Malora Christensen	
Contractor's / Agency Name:		Julota	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		202111020
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?	If yes, grantor agency contract number(s):		CFDA#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		202204045 / 202202027
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):		Contract Cost Center: 124119 / 124132 / 130100 / 124134
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Sole Source		
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
<input type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments):		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.	
\$ 83,211			
This Amendment Amount:			
\$ 85,207 (includes tax)			
Total Amended Amount:			
\$ 168,418			
Summary of Scope: Julota is a web-based and mobile integrated software utilized by multiple Whatcom County agencies to track and monitor services and care provided to individuals within the GRACE, LEAD, and EMS systems.			
Term of Contract:	6 years, 4 months	Expiration Date:	12/31/2027
Contract Routing:	1. Prepared by:	JT	Date: 09/01/2022
	2. Health Budget Approval	KR/JG	Date: 09/30/2022
	3. Attorney signoff:	RB	Date: 10/03/2022
	4. AS Finance reviewed:	Bbennett	Date: 11/15/2022
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Executive Contract Review:		Date:
	8. Council approved (if necessary):	AB2022-679	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

Addendum #3 to Statement of Work No. 1

This Addendum #3 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, 2023..

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, 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, Addendum #1 and Addendum #2; and

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

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 and Addendum #2, and, unless otherwise specified, references to Sections refer to Sections in the applicable SOW, Addendum #1 or Addendum #2. 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, the SOW, Addendum #1 and Addendum #2 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 12/31/2023, after which date this SOW shall automatically renew for successive 1-year periods, not to exceed four (4) years (each, a "Renewal Term"), 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 12/31/2023, after which date this SOW shall automatically renew for successive 1-year periods, not to exceed four (4) years (each, a "Renewal Term"), 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, Addendum #1, Addendum #2 and Addendum #3 for services described in the table below will go into effect for the listed services at 12:00 am MT on 1/1/2023. This Addendum does not amend the terms set forth in the SOW, Addendum #1 and Addendum #2 upon which Julota may increase fees.

Recurring Annual Fees Schedule (non-refundable): Whatcom

	Units:	Unit Price	Price:
Software License	1	\$ 13,450	\$ 13,450
Services:			
Eligibility Evaluation	1	\$ 380	\$ 380
LEAD Triage Service	1	\$ 380	\$ 380
Eligibility Service (ART)	1	\$ 380	\$ 380
Indicate Service	0	\$ 380	\$ 0
Indicate Service	0	\$ 380	\$ 0
Hubs:	1	\$ 5,800	\$ 5,800
Interfaces:			
1-Directional	3	\$ 1,300	\$ 3,900
2-Directional	0	\$ 2,600	\$ 0
VPN	0	\$ 1,300	\$ 0
Trusted Partners:	10	\$ 110	\$ 1,100
Resources	120	\$ 0	\$ 0
Average Monthly Active Clients x 12	1,300	\$ 5.25	\$ 6,825
Advanced Interface	1	\$ 9,900	\$ 9,900
Modules:			
Client Notifications	0	\$ 1,300	\$ 0
Surveys:	1	\$ 990	\$ 990
Digital Faxing:	0	\$ 990	\$ 0
Criminal History	1	\$ 990	\$ 990
Enrollments	1	\$ 990	\$ 990
Clinical:	1	\$ 990	\$ 990
Compliant Workflows:			
42 CFR pt 2	1	\$ 5,250	\$ 5,250
CJIS	1	\$ 5,250	\$ 5,250
Custom Report (up to 20 fields)	0	\$ 1,300	\$ 0
Custom Report (21 to 40 fields)	0	\$ 3,300	\$ 0
Data Extraction	2	\$ 1,300	\$ 2,600
Hosted Tableau 3yr Com	1	\$ 15,900	\$ 15,900
Add'l Hosted VPNs	0	\$ 650	\$ 0
Hosted Creator	1	\$ 2,200	\$ 2,200
Hosted Explorer	2	\$ 550	\$ 1,100
Hosted Viewer	3	\$ 330	\$ 990

Essential Account Management	1	\$ 5,250	\$ 5,250
Premium Account Management	0	\$ 9,450	\$ 0
Elite Account Management	0	\$ 37,000	\$ 0
Subtotal			\$ 84,615
Champion Discount	1	\$ - 6,000	\$ - 6,000
Yearly Loyalty Discount	1	\$ - 100	\$ - 300
Total Yearly Recurring Fee			\$ 78,315

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: _____
Satpal Singh Sidhu, County Executive

WHATCOM COUNTY:

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

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

CONTRACTOR INFORMATION:

Julota
Scott Cravens, CEO
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Colorado Springs, CO 80903
720-639-4622
scott@julota.com