



STATE OF WASHINGTON  
Department of Enterprise Services  
SOLE SOURCE POSTING

June 6, 2025

The Washington State Department of Health contemplates awarding a sole source purchase order to Inductive Health to procure a Washington-specific syndromic surveillance platform hosted in a secure, SOC 2 Type 2–certified environment.

The Washington State Department of Health requires this sole source purchase because we need a state-hosted syndromic surveillance solution that allows for real-time data ingestion, customizable jurisdiction-specific configurations, and adherence to Category 4 data privacy requirements. This platform must support enhanced data sovereignty for Tribal health authorities, Local Health Jurisdictions (LHJs), and the state's Public Health Emergency Preparedness (PHEP) efforts. This system will replace reliance on the federally managed CDC instance, which, due to recent federal policy changes, no longer ensures adequate data privacy protections or local control over health surveillance data.

The Washington State Department of Health will enter into a one year service agreement with Inductive Health for platform hosting, maintenance, and support. The purchase order will be issued on or after June 30th, 2025. The cost of this agreement is \$53,000 for one year.

Offerors contemplating the above requirements are required to submit capability statements detailing their ability to meet the state's requirements within ten (10) working days of this announcement.

Please note that the syndromic surveillance platform and associated hosting environment proposed for sole source procurement is designed to meet the following state-specific requirements below. The hosting and surveillance solution is proprietary technology licensed solely through Inductive Health, which holds the exclusive rights for state-specific deployment independent of the CDC's NSSP platform.

Capability statements should address the following state requirements:

- Proven experience with **HL7 ingestion, syndromic surveillance, and SOC 2 Type 2–compliant hosting.**
- Demonstrated ability to support **Tribal and Local Health Jurisdiction-specific configurations.**
- Evidence of successful integration with state-managed public health data systems.
- Documentation of **Category 4 data handling** within HIPAA and RCW 70.02 guidelines.

In the absence of other qualified sources, it is the state's intent to make a sole source award of the contact.

To submit capability statements or for questions, contact:

Name: Vincent Montoya  
Email: [bids@doh.wa.gov](mailto:bids@doh.wa.gov)

**NOTE:** DOH is posting this sole source notice per DES Policy 140-00. This notice is made available on the DOH web site and via WEBS under commodity codes: 208-36-Data Processing Software, Microcomputer and 208-53-Integrated Software.

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Revised: 7-12-22



PURCHASE ORDER

T162049 (e-mail)

Page Number  
1 of 1

Purchase Order Date  
MAY/12/2025

Supplier: SWV033860300  
INDUCTIVEHEALTH INFORMATICS  
2870 PEACHTREE RD NW  
STE 915-3304  
ATLANTA, GA 30305-2918  
Phone: 678-786-9260

Ship-to: GX3  
WA STATE DEPARTMENT OF HEALTH  
OFFICE OF INNOVATION & TECHNOL  
101 ISRAEL RD SE  
TUMWATER, WA 98504-7904

Bill-to: GX3  
WA STATE DEPARTMENT OF HEALTH  
OFFICE OF INNOVATION & TECHNOL  
101 ISRAEL RD SE  
TUMWATER, WA 98504-7904

AUTHORITY	F.O.B.	PAYMENT TERMS	REQUESTED BY	REQUISITION #
DES 140	DESTINATION	NET 30	HARRY, CYNTHIA, 206-418-5553	

LINE NO.	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
1	*	ESSENCE SOFTWARE: SYNDROMIC SURVEILLANCE PLATFORM TO SUPPORT INGESTION, STORAGE, PROCESSING AND ANALYSIS OF ED AND URGENT CARE VISIT DATA ONE (1) YEAR AGREEMENT  AGENCY CONTACT: CYNTHIA HARRY PHONE NUMBER: 206-418-5553 EMAIL: CYNTHIA.HARRY@DOH.WA.GOV  The provisions of Chapter 39.26 RCW require the agency to file this sole source contract with the Department of Enterprise Services (DES) for approval. No contract so filed is effective nor shall work commence under it until fifteen (15) working days following the date of filing subject to DES approval.	1 YR	53,000.00	53,000.00
				Tax:	5,194.00
				Total:	58,194.00

1. Show PO# on all invoices and shipping documents.
2. Unless otherwise noted, Washington State sales tax applies to this order.

AGENCY APPROVAL

DATE

Vincent Montoya

MAY/28/2025

PREPARED BY	DATE	T.I.N.	RECEIVED BY	DATE
VINCENT MONTOYA	MAY/28/2025	461190970		

DOC. DATE			PMT DUE DATE		CURRENT DOC. NO.			REF. DOC. NO.		VENDOR MESSAGE					
REF DOC SUF	TRANS CODE	M O D	FUND	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJECT	ORG INDEX	ALLOC	BUDGET UNIT	MOS	PROJECT	SUB PROJ	AMOUNT	INVOICE NUMBER
				*		*								58194.00	
ACCOUNTING APPROVAL FOR PAYMENT									DATE			WARRANT TOTAL			WARRANT NUMBER

☐ Vendor Copy

☐ Accounting Copy

☐ Program Copy - Receiving Report

THE PURCHASE ORDER CONTRACT INCLUDES THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO, THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS AND PUBLISHED RULES AND REGULATIONS OF THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES AND THE LAWS OF THE STATE OF WASHINGTON WHICH ARE HERBY INCORPORATED BY REFERENCE.

1. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of this order will be effective without prior written approval of the Washington State Department of Health (DOH).
2. ADD-ONS: By mutual written agreement, additional quantities of items may be purchased within 12 months of the date of award provided the original purchase price, terms, conditions and specifications remain the same. Add-on purchases shall be submitted to the supplier using a DOH Purchase Order and shall reference the original contract or purchase order. Initial and subsequent licenses should span ten years or less.
3. HANDLING: No charges will be allowed for handling, including but not limited to, packing, wrapping, bags, containers, or reels unless otherwise stated herein.
4. DELIVERY: With respect to delivery under this order, time is of the essence, and the order is subject to termination to deliver as specified. Acceptance by DOH of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor construe a waiver of the requirements for the timely performance of any obligation remaining to be performed by supplier.
  - a. Deliver Exceptions: Any Supplier exceptions to the delivery date, as specified in the order, the supplier shall give prior written notification and obtain written approval thereto from DOH.
5. PAYMENTS AND ASSIGNMENTS: Invoices will not be processed for payment until items invoiced are received. DOH will not honor drafts nor accept goods on a sight draft basis. Furthermore, the provisions or monies due under this contract shall only be assignable with prior written approval from DOH.
6. SHIPPING INSTRUCTIONS: Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, supplier shall make delivery to that location at no additional charge. Where specific authorization is granted to ship goods FOB Shipping point, supplier agrees to prepay all shipping charges and route as instructed, or if instructions are not provided, route by cheapest common carrier and bill DOH as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that DOH reserves the right to refuse COD shipments.
7. REJECTION: All goods or materials purchased herein are subject to written approval by DOH. Any rejection of goods or materials resulting because of non-conformity to the terms and specifications of this order, whether held by DOH or returned will be at the supplier's risk and expense.
8. IDENTIFICATION: All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be included with each shipment pursuant to this order, indicating the contents of each package therein.
9. INFRINGEMENTS: Supplier agrees to protect and save harmless DOH against all claims, suits, or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered and to assume all expenses and damages arising from such claims, suits, or proceedings.
10. NONWAIVER BY ACCEPTANCE OF VARIATION: No provision of this order or the right to receive timely performance of any act called for by the terms shall be deemed waived by DOH of a breach thereof as to any particular transaction or occurrence.
11. WARRANTIES: Supplier warrants that items supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for the particular purpose.
12. CASH DISCOUNT: In the event DOH is entitled to a cash discount, the period of computations will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is made part of the contract but the invoice does not reflect the existence of a cash discount, DOH is entitled to a cash discount with the period commencing on the date it is determined by DOH that a cash discount applies.
13. TAXES: unless otherwise indicated, DOH agrees to pay all State of Washington sales or use tax. No charge by supplier shall be made for Federal Excise taxes, and DOH agrees to furnish supplier with acceptance of items supplied under this order with an exemption certificate.
14. LIENS, CLAIMS, AND ENCUMBRANCES: Supplier warrants and represents that all goods and materials ordered herein are free and clear of all liens, claims or encumbrances of any kind.
15. RISK OF LOSS: Regardless of FOB Point, supplier agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury, or destruction shall not release supplier from any obligation hereunder.
16. SAVE HARMLESS: Supplier shall protect, indemnify, and save DOH harmless from and against any damage, cost, or liability for any injuries to person or property arising from acts or omissions of supplier, his employees, agents, or subcontractors, howsoever caused.
17. PRICES: If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
18. TERMINATION: in the event of a breach by supplier of any of the provisions of this contract, DOH reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to supplier. Supplier shall be liable for damages suffered by DOH resulting from supplier's breach of contract.
19. NONDISCRIMINATION AND AFFIRMATIVE ACTION: The supplier agrees not to discriminate against any client, employee, or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, lay-offs, or termination, rates of pay or other forms of compensation, selection for training, rendition for services. It is further understood that any supplier who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the state unless supplier demonstrates to DOH's satisfaction that the discriminatory practices have terminated and that a recurrence of such acts is unlikely.
20. ANTI-TRUST: Supplier and DOH recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by DOH. Therefore, supplier hereby assigns to DOH any and all claims for such overcharges.
21. DEFAULT: DOH may terminate this contract, without penalty or further liability, upon not less than thirty (30) days prior written notice to supplier, if supplier defaults on any provision of this contract and fails to cure such default within that thirty (30) day period, or such longer period, as may be reasonably determined by DOH.
22. ATTORNEY FEES: In the event of controversy, claim, or dispute arising out of this contract for which the supplier is adjudged by a court of competent jurisdiction to be at fault, supplier shall pay DOH all attorney fees, costs and expenses incurred by DOH in connection therewith.
23. GIFTS: The supplier shall comply with all applicable sections of the State Ethics law, RCW 42.52, which regulates gifts to state officers and employee's. Under that statute, any state officer or employee who has or will participate with the supplier regarding any aspect of the contract involving the purchase of goods or services is prohibited from seeking or accepting any gift, gratuity, favor or any of economic value from the supplier. Neither the supplier nor any agent or representative shall offer anything of economic value as a gift, gratuity or favor directly or indirectly to any such officer or employee.
24. ACCEPTANCE: This order expressly limits acceptance to the terms and conditions stated in the purchase order and these additional terms and conditions. Any terms proposed by supplier are objected to and hereby rejected, unless otherwise provided in writing by DOH.
25. FORCE MAJEURE: Vendor will not be responsible for delays in delivery due to acts of God, firm, strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies DOH immediately in writing of such pending or actual delay. Normally in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay. However, DOH reserves the right to cancel the order and find a different source of supply if the delay is in DOH's opinion lengthy and the materials or services are needed quickly.
26. PUBLIC DISCLOSURE: PO and all contents and attachments shall be deemed a public record as defined in RCW 42.56 "Public Records."
27. SEVERABILITY: If a court of competent jurisdiction declares any provision of the PO to be invalid, the other provisions and rights and obligations of the parties remain in effect.
28. CLICK-THROUGH AGREEMENTS: ANY CLICK-THROUGH, CLICK-WRAP, BROWSE-WRAP OR OTHER ONLINE AGREEMENTS "ONLINE AGREEMENTS" MADE IN ORDER TO ACCOMPLISH PAYMENT SHALL BE NULL AND VOID AND SHALL BE EXPRESSLY PROHIBITED FROM MODIFYING THE TERMS AND CONDITIONS OF THIS AGREEMENT EVEN IF SUBSEQUENTLY MADE. THIS AGREEMENT SHALL GOVERN ALL LICENSES PURCHASED BY CUSTOMER UNDER EITHER A SINGLE OR MULTIPLE PURCHASE ORDERS AND ANY SUBSEQUENT ONLINE AGREEMENTS SHALL CONTINUE TO BE NULL AND VOID UNLESS OR UNTIL THIS AGREEMENT IS TERMINATED.

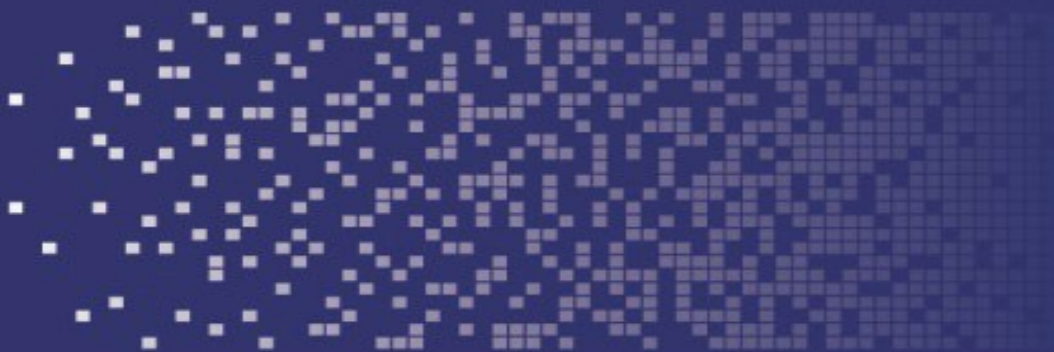
**PO number:** T162049  
**Supplier:** 461190970 - INDUCTIVEHEALTH INFORMATICS  
**Currency:**  
**Copy:** COPY 1

LINE	ITEM CODE	QUANTITY	UNIT	SUB OBJECT	MI/SHIP TO	CHARGED	SUBTOTAL	FEDERAL	STATE	TOTAL
1	[ONE-OFF]	1.00	YR	JC3111	17310950	86.13%	45650.00	0.00 (0.00%)	4473.70 (9.80%)	50123.70
				JC3111	17210800	13.87%	7350.00	0.00 (0.00%)	720.30 (9.80%)	8070.30
				LINE TOTAL:		53000.00	0.00	5194.00	58194.00	
				PO TOTAL:		53000.00	0.00	5194.00	58194.00	

\*\*\* End of report \*\*\*

# Washington State Department of Health ESSENCE<sup>®</sup> Proposal April 2025

Produced By: InductiveHealth



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**Proposal:** Software-as-a-Service (SaaS) for Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE®) for Washington State Department of Health (“Client”).

**Prepared For:** Cynthia Harry, Deputy Chief Data Officer, [cynthia.harry@doh.gov](mailto:cynthia.harry@doh.gov)

**Period of Performance:** 12 Month Term

**Proposal Valid Until:** June 1, 2025

**Description:**

To detect and combat public health threats and events, public health agencies need to continue to advance anomaly detection and syndromic surveillance capabilities. The InductiveHealth ESSENCE® Software as a Service (SaaS) offering for syndromic surveillance, anomaly detection, and alerting includes deploying, hosting, and managing of a technology platform for syndromic surveillance data collection, anomaly detection, and analysis. The SaaS solution includes a secure, jurisdiction-specific instance of ESSENCE® hosted in the private InductiveHealth Secure Cloud currently using the DC BLOX Data Center provider.

InductiveHealth holds an exclusive licensee agreement for ESSENCE®. This license agreement allows us exclusive Sublicense rights for ESSENCE®. ESSENCE® provides our clients with industry-leading enhanced syndromic surveillance capabilities. This important partnership with the Johns Hopkins University Applied Physics Laboratory (JHU/APL), the developers of ESSENCE®, enables InductiveHealth to be at the forefront of research, development, and enhancement of advanced syndromic surveillance. ESSENCE® has proven critical to the COVID- 19 response at the national and state/territory levels. More than twenty-five (25) jurisdictions utilize a local ESSENCE® to monitor and respond to public health events through anomaly detection.

InductiveHealth’s ESSENCE® platform enables public health agencies to conduct patient matching and integration with public health technologies such as electronic disease surveillance systems (EDSS), immunization registries, contact tracing applications, and more. The platform is designed to ingest HL7 data from hospital EMR systems and positions public health agencies for future integration of multiple data sources, including mortality, climate and environmental, poison, substance use, and other important health data.



## Price Proposal & Assumptions – ESSENCE® Software-as-a-Service

### Price Proposal

#### Support for Software-as-a-Service (SaaS) ESSENCE®

##### Price Proposal Year 1

One Time				
Service Description	Per Unit Cost	Unit	Months	Total Cost
ESSENCE® Software as a Service – Licensing & Hosting	\$53,000.00	1	12	\$53,000.00
<b>Total Year One Fixed Monthly Fees</b>			<b>Subtotal</b>	<b>\$53,000.00</b>

#### Invoicing Method Assumptions:

1. Billing assumptions to be identified once Washington State Department of Health finalizes procurement procedure.

#### General Assumptions:

1. Pricing for subsequent years to be mutually agreed to in future contracts.
2. InductiveHealth will make available to the public health agency the use of existing InductiveHealth intellectual property in performing this work, including processes, reusable artifacts, documentation, software, and configurations. This proposal does not convey any right or title to any existing InductiveHealth intellectual property.
3. Client acceptance of proposal terms represents Client express agreement to the ESSENCE® End User Terms and Conditions as provided below. Accordingly, includes JHU/APL ESSENCE® Sub License rights and related upgrades and enhancements as released by JHU/APL during the period of performance and as agreed to for upgrade by the public health agency. Upgrades must not be more than two releases behind the current release.
4. InductiveHealth will manage electronic message processing utilizing industry-standard integration engines.
5. Fixed Fees are incurred upon contract execution and due net 30 from invoice date. Invoicing commences on contract execution and continues unless any delay in implementation beyond 45 days from scheduled completion date is due solely to InductiveHealth.
6. User accounts will include multi-factor authentication (MFA) using soft token access through phone, smartphone push, and / or SMS Text or integrate with Client's Single-Sign-On.
7. Up to 200 Client user accounts are included. User accounts are estimated based on the number of user accounts required as determined by the public health agency. "User accounts" are calculated monthly based on the number of active users at the end of each month. InductiveHealth reserves the right to invoice the public health agency for any user accounts in excess of the authorized total.

- 8.** Up to 1000 Reporting Facilities included. A Reporting Facility is defined based on the unique combination of MSH-4 and EVN-7 values contained in the ADT HL7 messages. In the case of non-ADT messages, a Reporting Facility is defined by the physical, secure connection to the trading partner (e.g., poison control, laboratory sending laboratory results). Any exceptions are determined at the sole discretion of InductiveHealth.
- 9.** The total number of Reporting Facilities is calculated by querying the transactional database for all messages received electronically during the annual period (regardless of HL7, CSV, or other message specifications) and stratifying based on the Reporting Facility ID. InductiveHealth reserves the right to invoice the Client for any Reporting Facilities in excess of the authorized total noted in item 8. Incremental additional facilities and the associated work will be scoped and billed separately.
- 10.** Syndromic messages are assumed to comply with the CDC HL7 Implementation Guides [<https://www.cdc.gov/nssp/technical-pubs-and-standards.html>] for syndromic surveillance for quality, completeness and timeliness.
- 11.** Onboarding of HL7 trading partners is dependent on the readiness of trading partners to onboard to the service and provide a compliant HL7 message based on CDC HL7 Implementation Guides [<https://www.cdc.gov/nssp/technical-pubs-and-standards.html>] for syndromic surveillance for quality, completeness, and timeliness. InductiveHealth will use commercially reasonable efforts to ensure trading partners are onboarded timely.
- 12.** Ongoing data processing assumes the public health agency and/or facilities can send all needed records to the InductiveHealth private cloud for data ingestion and processing.
- 13.** Includes up to 1 TB of data stored, measured as the uncompressed size of the ESSENCE® databases (including staging tables) at the end of the month. Allows for up to 10% annual growth in the amount of data stored for each subsequent annual contract period. Additional storage, if required, is billed at a monthly rate of \$100 per month per 250GB.
- 14.** If desired by the Client, includes feed management to CDC'S NSSP BioSense Platform or other Federal reporting system.
- 15.** Reflects an initial 12-month period of performance.
- 16.** Requires timely decision making by the Client and access to stakeholders to achieve delivery timelines. Timely decision making is defined as within five business days from date of request by InductiveHealth unless mutually agreed otherwise.
- 17.** The Client will designate a single point of contact for InductiveHealth to coordinate any implementation activities and operations.
- 18.** Business workflows and functional requirements must align with standard ESSENCE® and CDC technical workflows and parameters.
- 19.** Base data sources include Healthcare Facility (e.g., Emergency Department), Air Quality, and Weather.

20. Additional data source development, mapping, and integration beyond what is listed below the Statement of Work may require separate estimation and costing. Additional sources include Hospital Discharge, Death, Poison Control, EMS, School Absenteeism, Reportable Disease, OTC, Prescriptions, etc.
21. All solutions and managed services will be delivered virtually/remotely. InductiveHealth is not required to be on-site but may schedule visits at its discretion.
22. Deliverable acceptance cannot be unreasonably withheld, and all requested changes will be mutually agreeable between the Client and InductiveHealth.
23. Solutions and managed services will be delivered in English.
24. Assumes implementation and operations using the InductiveHealth Cloud structure.

### Client-Specific Assumptions

1. Assumes the Client does not currently have an active local instance of ESSENCE® and will require a new deployment and configuration.
2. Assumes InductiveHealth will receive data from a single point via Washington State Department of Health.
3. Assumes InductiveHealth will be responsible for feed management to CDC'S NSSP BioSense Platform or other Federal reporting system.
4. Assumes historical data (2018-present) will be migrated from Washington State Department of Health's internal databases.
5. InductiveHealth will use Washington State Department of Health's Single-Sign-On (SSO) for user accounts.
6. Washington State Department of Health will be responsible for creating and managing ESSENCE® user accounts for users signing on through Washington State Department of Health's SSO.

### Scope of Work

Services furnished under the Agreement and pursuant to this scope of work will encompass the following:

1. Project Management:
  1. **Project Kick-off:** Initial planning session to align project scope, deliverables, and timeline.
  2. **Status Meetings & Notes:** Weekly meetings during the implementation phase to review progress, address issues, and ensure alignment with project goals. Meeting notes will be shared promptly after each session.

3. **Monthly Status Reports:** Comprehensive reports detailing progress, milestones achieved, risks, and upcoming tasks, shared on a monthly basis.
4. **Monthly Invoices:** Timely invoicing based on project milestones and agreed payment schedule, issued monthly.

## 2. Implementation Activities:

1. **Technical Setup** – Establishment of test and production multi-tier cloud-based environments.
2. **Data Feed Set up** – Establishment of feed from Washington State Department of Health to be ingested into InductiveHealth's ESSENCE®.
3. **ESSENCE® Deployment** – Installation and activation of the ESSENCE® platform within the designated environment.
4. **ESSENCE® Configuration** – Customization and optimization of ESSENCE® settings based on public health agency requirements.
5. **Internal Regression Testing** – Comprehensive testing to ensure system stability, performance, and functionality.
6. **User Account Provisioning for Pilot Testing** – Creation and distribution of accounts for initial pilot users.
7. **User Acceptance Testing (UAT) & Remediation** – Execution of UAT with stakeholders, addressing feedback and resolving issues.
8. **Final Independent Verification & Validation (IV&V)** – External assessment to confirm system readiness and compliance.
9. **24/7 Infrastructure Monitoring Enablement** – Implementation of continuous system monitoring for performance and security.
10. **Disaster Recovery Implementation** – Activation of disaster recovery jobs and failover processes for business continuity.
11. **Go-Live Decision & Approval** – Coordination with the public health agency to confirm readiness for full deployment.
12. **Full User Account Provisioning** – Deployment of remaining user accounts to support full-scale operations.

## 3. Client Customizations

1. **Message Filter Implementation:** InductiveHealth will develop and deploy a message filtering solution tailored to the Washington State Department of Health requirements for data forwarded to NSSP.

#### 4. Go Live / Transition to Operations and Support

1. **Training Sessions** – Conduct up to two (2) 90-minute remote training sessions within the first 90 days post-go-live. Sessions will be recorded and provided to Client for future training purposes.
2. **Specialized Public Health Support** – Provide support services from staff with expertise in Syndromic Surveillance, including:
  - Knowledge of public health business processes.
  - Understanding of national public health reporting initiatives and state compliance requirements.
  - Familiarity with other state public health programs and their surveillance systems.
3. **24/7/365 Online Support** – Offer continuous support through our web portal: [InductiveHealth Service Desk](#). Upon ticket submission, users will receive an email confirmation, and InductiveHealth will be automatically notified of the request.
4. **System Performance Optimization** – Conduct ongoing performance tuning to ensure optimal system speed, including improvements for the user interface, database, reports, and ETL processes.
5. **SFTP Connection Maintenance** – Provide ongoing support and maintenance for existing SFTP connections to ensure seamless data transmission.
6. **Hosting & Infrastructure** – Maintain Production and Staging/Testing environments for the Syndromic Surveillance Platform and supporting sub-systems, using hardware that exceeds application minimum specifications. The system will be hosted in a Tier 3 data center with multiple internet backbone links for reliability.
7. **Disaster Recovery & Data Backup** – Perform daily off-site system backups with a target disaster recovery time of 24–48 hours, ensuring less than 1% downtime for operations and system availability.
8. **Software Maintenance & Security Updates** – Provide continuous system support, including:
  - Software upgrades
  - Hotfixes and security patches
  - Regular system enhancements
9. **Security & Compliance** – Implement FISMA-Moderate and HIPAA-compliant security controls, verified through independent security scanning and auditing. Security measures include:
  - 256-bit SSL encryption
  - End-user authentication
  - Multi-factor authentication (MFA)
  - Regular virus protection updates
10. **Service Level Target (SLT)** – Ensure 99.9% uptime of the Client’s production environment.

11. **Standard Maintenance Window** – Conduct system and application maintenance Fridays from 10:00 PM – 4:00 AM ET (if needed). InductiveHealth does not anticipate utilizing this window weekly.
12. **ESSENCE® API Support** – Provide assistance with ESSENCE®-related API integrations to support interoperability with other systems.
13. **Configuration Management & Release Control** – Manage the configuration and release control process for Syndromic Surveillance and supporting systems to maintain version control and system integrity.
14. **Feature Enhancements & New Releases** – Deliver new feature releases for the ESSENCE® application, including updates such as user experience (UX) refreshes and other system enhancements.
15. **Proactive Data Feed Oversight:** Continuous tracking of incoming data feeds to identify delays, drop-offs, or anomalies.
16. **Escalation Procedures:** If unresolved, escalate to relevant stakeholders for further intervention.

## ESSENCE® End User Terms and Conditions (“EULA”)

### Definitions

- **“Agreement”** means the agreement entered into between Customer (also referred to as “Client”) and InductiveHealth subject to the terms and conditions of these End User Terms.
- **“Customer”** means an authorized licensee of the Software.
- **“InductiveHealth”** means InductiveHealth Informatics, LLC., a Delaware Limited Liability Company.
- **“JHU/APL”** means The Johns Hopkins University Applied Physics Laboratory LLC, a Maryland Limited Liability Company.
- **“End User Terms”** means this document, the InductiveHealth Informatics, LLC End User Terms and Conditions.
- **“Software”** means the Electronic Surveillance System for the Early Notification of Community-Based Epidemics (ESSENCE®), including proprietary software and any accompanying documentation developed by InductiveHealth, with certain rights retained by the U.S. Government, with access by Customer either on-premises or via SaaS as agreed by the parties.

### Rights and Duties

1. Parties. Subject to a separate agreement, JHU/APL has granted InductiveHealth an exclusive license to sublicense the Software to authorized licensees subject specifically to the execution of these End User Terms by a licensee of the Software.
2. License Grant. Subject to the terms and conditions hereof, InductiveHealth grants to Customer a limited, non-exclusive, non-transferable, and royalty-free license to: (a) use the Software solely for disease surveillance within Customer’s jurisdiction; and (b) make copies of the Software only as required for use of the Software under the terms of these End User Terms, including for test and development environments, or for backup/archival purposes. This license grant is made subject to any retained rights of the U.S. Government in the Software, if any.
3. Delivery. If the Software shall be accessed by Customer on-premises, InductiveHealth shall deliver to Customer a copy of the then-current version of the Software in object code form.
4. Installation. InductiveHealth shall provide reasonable assistance to Customer, at no cost to Customer, in the installation and initial check-out of the Software.
5. Updates. InductiveHealth may make updated versions of the Software available to Customer. When InductiveHealth makes an updated version available to Customer, Customer shall take reasonable steps to deploy the updated version in a timely manner.
6. Health Information. Only if applicable, Customer shall provide to InductiveHealth data elements including protected health information in Customer’s jurisdiction, in accordance with the terms and conditions set forth in a Data Sharing Agreement and/or a Business Associate Agreement separate from these End User Terms.

### License Restrictions

1. Restrictions on assignment, transfers, and use. Except as expressly set forth in this EULA, Customer shall not: (a) assign, transfer, distribute, or sublicense the Software to any third party; (b) permit any third party to use the Software; (c) use the

- Software for the benefit of any third party other than the citizens in Customer's jurisdiction; (d) use the Software for any commercial purposes whatsoever.
2. Restrictions on copying and reverse engineering. Except as expressly set forth in this EULA, Customer may not, in whole or in part, reproduce, modify, translate, reverse engineer, disassemble, de-compile, create derivative works based on, or remove any proprietary notices or labels on the Software without the prior written consent of InductiveHealth. Any use, reproduction, or redistribution of the Software not in accordance with the terms of these End User Terms is expressly prohibited.
  3. Proprietary Notices. Customer agrees to respect and not to remove, obliterate, or cancel from view any attribution notice, including copyright, trademark, and confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software, and to reproduce and include same on each copy of the Software.

### **Protection of Proprietary Information**

1. Customer acknowledges that the Software constitute commercially valuable, proprietary products of InductiveHealth and JHU/APL ("Proprietary Information"). Customer further acknowledges that the Proprietary Information may contain trade secrets of InductiveHealth and JHU/APL, and Customer represents that it shall treat such Proprietary Information as trade secrets of InductiveHealth and JHU/APL. InductiveHealth and JHU/APL retain all rights, title, and ownership in and to the Proprietary Information. These End User Terms shall not be construed to transfer or sell to Customer any rights, title, ownership, or other interest in or to the Software, except for the limited license granted hereunder.

### **Confidentiality Obligations**

1. Customer shall not, at any time, use, copy, sell, transfer, publish, disclose, display, or otherwise make available any Proprietary Information to any other person, firm, organization, or to any employee or agent of Customer who does not need to obtain access thereto in connection with Customer's exercise of its right under these End User Terms. Customer shall take steps to ensure that all individuals having access to the Proprietary Information observe and perform the obligations set forth in this Section 5. Customer agrees to notify InductiveHealth immediately of the possession, use or knowledge of all or part of any Proprietary Information by any person or entity not authorized by these End User Terms, to have such possession, use or knowledge. Customer's obligations of confidentiality and non-disclosure shall not apply to any information which Customer can show by means of dated, documentary evidence: (a) was known to or readily ascertainable by proper means by Customer before being disclosed to Customer by InductiveHealth; (b) is or becomes available to the general public without fault or action of Customer; (c) is lawfully disclosed to Customer by a third party who is under no obligation of confidentiality to InductiveHealth with respect to such information; or (d) was independently developed by the Customer. Information that comprises a combination of features shall not be within any of the exceptions set forth above merely because individual features are known or received by Customer or are in or fall into the public domain, but only if the combination is known or received by Customer or is in or falls into the public domain as provided above.

### **Term and Termination**



1. Term. The term of the license grant set forth in these End User Terms shall be as set forth in the Agreement (the "Term"), subject to the terms hereof.
2. Termination. The Agreement may be terminated by mutual agreement upon sixty (60) days prior written notice. Either party may terminate the Agreement immediately in the event that the other party materially breaches the Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the non-breaching party.
3. Effects of Expiration/Termination. Upon termination of the Agreement for any reason and when the Term of this Agreement expires: (a) all license rights granted hereunder will terminate and revert to InductiveHealth or JHU/APL, as applicable; (b) Customer shall immediately discontinue use of the Software; and (c) within ten days thereafter, Customer shall either return to InductiveHealth or JHU/APL, as applicable all copies of the Software or certify in writing to that all copies or portions of such Software have been destroyed. The following sections shall survive termination of these End User Terms: Section 4 (Protection of Proprietary Information), 6(c) (Effects of Termination), 7 (Disclaimer of Warranties), 8 (Limitation of Liability), 9 (Audit Rights) and 11 (Miscellaneous).
4. Effects of Termination of the InductiveHealth and JHU/APL License. Should InductiveHealth no longer have the ability to sublicense the Software, APL may, at APL's sole discretion, assume the rights and obligation of InductiveHealth with regard to the End User Terms.

### **Disclaimer of Warranties**

1. NO WARRANTY. THE SOFTWARE AND DOCUMENTATION IS PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY OF ANY KIND. INDUCTIVEHEALTH AND ITS LICENSOR JHU/APL DOES NOT WARRANT THAT (i) THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR (ii) THE DATA PRODUCED BY THE SOFTWARE WILL BE ERROR FREE. INDUCTIVEHEALTH AND ITS LICENSOR JHU/APL DISCLAIM ALL WARRANTIES IN THE SOFTWARE AND DOCUMENTATION AND ANY DATA PRODUCED BY THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) ANY AND ALL IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR SYSTEM INTEGRATION.

### **Limitation of Liability**

1. CUSTOMER ASSUMES THE ENTIRE RISK AND LIABILITY FOR USING THE SOFTWARE OR THE DATA PRODUCED THEREBY. IN NO EVENT SHALL JHU/APL BE LIABLE TO CUSTOMER FOR ANY DIRECT, ACTUAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES ARISING FROM THE USE OF, OR INABILITY TO USE, THE SOFTWARE OR THE DATA PRODUCED THEREBY, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA EVEN IF JHU/APL HAS BEEN ADVISED OF THE PROBABILITY OF SUCH DAMAGES.

### **Audit Rights**

1. InductiveHealth (and its licensor JHU/APL), at its own expense, shall have the right at any time during the term of these EULA terms, and upon termination of these EULA terms, to request, in a manner consistent with reasonable business practices, documentation from the Customer identifying (i) the type, (ii) location, i.e., address, and (iii) network access limitations, of the machines having the Software installed thereon for the purpose of verifying whether Customer's use of the Software has been in compliance with the terms

and conditions of these End User Terms. An authorized officer of the Customer shall certify in writing that such documents are a true and accurate record of Customer's use of the Software.

## Compliance with Third Party Terms and Conditions

To the extent applicable:

1. Customer agrees to comply with all applicable terms of the Amazon Web Services (AWS) Customer Agreement and the AWS GovCloud (US) Service Terms, which are available at <https://aws.amazon.com/agreement/> and <https://aws.amazon.com/service-terms/>, respectively, as may be amended from time to time.
2. Customer agrees to indemnify InductiveHealth and JHU/APL against any and all claims in connection with or arising out of Customer's breach of or non-compliance with the AWS or AWS GovCloud (US) Customer Agreement or Service Terms."

## Miscellaneous

1. Assignment. Customer shall not assign or otherwise transfer these EULA terms and any rights granted therein without the prior written consent of InductiveHealth. Any attempt to assign in contravention of this Section shall be null and void and of no effect.
2. Product Support. Customer acknowledges that they are limited to Contracting with JHU/APL and/or InductiveHealth to operate and/or support ESSENCE®
3. Relationship of the Parties. The relationship of the parties established by these EULA terms is solely that of independent contractors, and nothing contained in these EULA terms will be construed to: (a) give any party the power to direct or control the day-to-day activities of the other; (b) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (c) make either party an agent for the other for any purpose whatsoever. Except as specifically set forth in these EULA terms, neither party nor its agents or employees is the representative of the other for any purpose and neither has the power or authority to act as agent, to represent, act for, bind or otherwise create or assume any obligations on behalf of the other.
4. Construction. These EULA terms may not be modified or amended except by a writing, which is signed by authorized representatives of each of the parties. The failure of either party to exercise any right or the waiver of either party of any breach will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of these EULA terms. If any provision of these EULA terms is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of these EULA terms shall be valid and enforceable to the maximum extent possible. Captions are inserted only for convenience and are in no way to be construed as part of these EULA terms.
5. Equitable Remedies. Customer recognizes that money damages may not be an adequate remedy for any breach or threatened breach of any obligation under these End User Terms involving InductiveHealth's or JHU/APL's Proprietary Information. Customer therefore agrees that in addition to any other remedies available under

these EULA terms, by law or otherwise, InductiveHealth shall be entitled to seek an injunction against any breach by Customer of such obligations without the necessity of posting bond.

6. Force Majeure. Neither party shall be considered in default or liable for any delay or failure to perform any provisions of these EULA terms if such delay or failure arises out of labor disputes, fire, casualties, acts of the public enemy, sovereign acts or regulations or any other similar causes beyond the reasonable control of the parties.
7. Entire Agreement. The parties represent these EULA terms is the entire agreement between InductiveHealth, JHU/APL and Customer with respect to the subject matter of these EULA terms, and InductiveHealth and Customer agree that all other prior agreements, proposals, representations, and other understandings concerning these EULA terms, whether oral or written, are superseded, and replaced in their entirety by these EULA terms.
8. Compliance with Applicable Laws. Customer shall comply with all laws that may apply with respect to the import, export, manufacture, distribution, or use of the Software.
9. Export Control. The Software is subject to export controls under the jurisdiction of the U.S. Department of Commerce. Customer shall comply with all applicable U.S. Export Control laws and regulations in connection with Customer's use of the Software. Customer shall not export or re-export the Software.
10. Third Party Software Notice. The Software utilizes certain software, including programs and/or libraries in object code form, which may be owned or controlled by a party other than InductiveHealth ("Third Party Software"). Any such Third-Party Software is subject to the terms of its accompanying Third-Party Software license."



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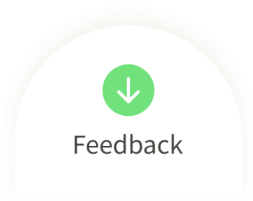


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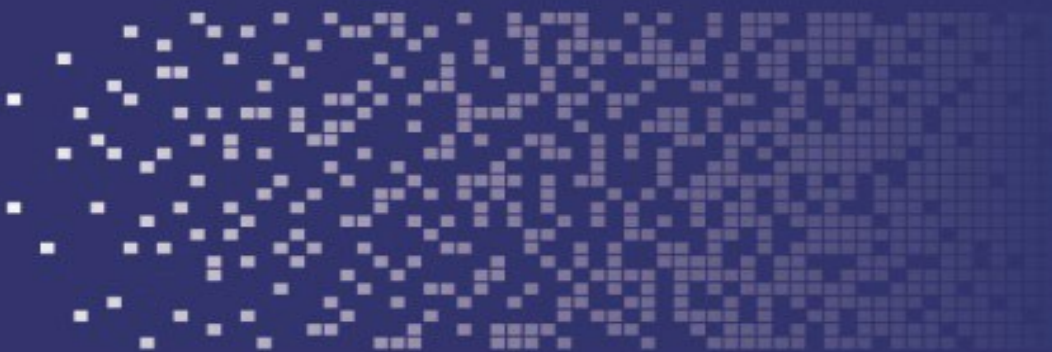


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This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY;"** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

# Washington State Department of Health ESSENCE<sup>®</sup> Proposal April 2025

Produced By: InductiveHealth



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**Proposal:** Software-as-a-Service (SaaS) for Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE®) for Washington State Department of Health (“Client”).

**Prepared For:** Cynthia Harry, Deputy Chief Data Officer, [cynthia.harry@doh.gov](mailto:cynthia.harry@doh.gov)

**Period of Performance:** 12 Month Term

**Proposal Valid Until:** June 1, 2025

**Description:**

To detect and combat public health threats and events, public health agencies need to continue to advance anomaly detection and syndromic surveillance capabilities. The InductiveHealth ESSENCE® Software as a Service (SaaS) offering for syndromic surveillance, anomaly detection, and alerting includes deploying, hosting, and managing of a technology platform for syndromic surveillance data collection, anomaly detection, and analysis. The SaaS solution includes a secure, jurisdiction-specific instance of ESSENCE® hosted in the private InductiveHealth Secure Cloud currently using the DC BLOX Data Center provider.

InductiveHealth holds an exclusive licensee agreement for ESSENCE®. This license agreement allows us exclusive Sublicense rights for ESSENCE®. ESSENCE® provides our clients with industry-leading enhanced syndromic surveillance capabilities. This important partnership with the Johns Hopkins University Applied Physics Laboratory (JHU/APL), the developers of ESSENCE®, enables InductiveHealth to be at the forefront of research, development, and enhancement of advanced syndromic surveillance. ESSENCE® has proven critical to the COVID- 19 response at the national and state/territory levels. More than twenty-five (25) jurisdictions utilize a local ESSENCE® to monitor and respond to public health events through anomaly detection.

InductiveHealth’s ESSENCE® platform enables public health agencies to conduct patient matching and integration with public health technologies such as electronic disease surveillance systems (EDSS), immunization registries, contact tracing applications, and more. The platform is designed to ingest HL7 data from hospital EMR systems and positions public health agencies for future integration of multiple data sources, including mortality, climate and environmental, poison, substance use, and other important health data.



## Price Proposal & Assumptions – ESSENCE® Software-as-a-Service

### Price Proposal

#### Support for Software-as-a-Service (SaaS) ESSENCE®

##### Price Proposal Year 1

One Time				
Service Description	Per Unit Cost	Unit	Months	Total Cost
ESSENCE® Software as a Service – Licensing & Hosting	\$53,000.00	1	12	\$53,000.00
<b>Total Year One Fixed Monthly Fees</b>			<b>Subtotal</b>	<b>\$53,000.00</b>

#### Invoicing Method Assumptions:

1. Billing assumptions to be identified once Washington State Department of Health finalizes procurement procedure.

#### General Assumptions:

1. Pricing for subsequent years to be mutually agreed to in future contracts.
2. InductiveHealth will make available to the public health agency the use of existing InductiveHealth intellectual property in performing this work, including processes, reusable artifacts, documentation, software, and configurations. This proposal does not convey any right or title to any existing InductiveHealth intellectual property.
3. Client acceptance of proposal terms represents Client express agreement to the ESSENCE® End User Terms and Conditions as provided below. Accordingly, includes JHU/APL ESSENCE® Sub License rights and related upgrades and enhancements as released by JHU/APL during the period of performance and as agreed to for upgrade by the public health agency. Upgrades must not be more than two releases behind the current release.
4. InductiveHealth will manage electronic message processing utilizing industry-standard integration engines.
5. Fixed Fees are incurred upon contract execution and due net 30 from invoice date. Invoicing commences on contract execution and continues unless any delay in implementation beyond 45 days from scheduled completion date is due solely to InductiveHealth.
6. User accounts will include multi-factor authentication (MFA) using soft token access through phone, smartphone push, and / or SMS Text or integrate with Client's Single-Sign-On.
7. Up to 200 Client user accounts are included. User accounts are estimated based on the number of user accounts required as determined by the public health agency. "User accounts" are calculated monthly based on the number of active users at the end of each month. InductiveHealth reserves the right to invoice the public health agency for any user accounts in excess of the authorized total.

- 8.** Up to 1000 Reporting Facilities included. A Reporting Facility is defined based on the unique combination of MSH-4 and EVN-7 values contained in the ADT HL7 messages. In the case of non-ADT messages, a Reporting Facility is defined by the physical, secure connection to the trading partner (e.g., poison control, laboratory sending laboratory results). Any exceptions are determined at the sole discretion of InductiveHealth.
- 9.** The total number of Reporting Facilities is calculated by querying the transactional database for all messages received electronically during the annual period (regardless of HL7, CSV, or other message specifications) and stratifying based on the Reporting Facility ID. InductiveHealth reserves the right to invoice the Client for any Reporting Facilities in excess of the authorized total noted in item 8. Incremental additional facilities and the associated work will be scoped and billed separately.
- 10.** Syndromic messages are assumed to comply with the CDC HL7 Implementation Guides [<https://www.cdc.gov/nssp/technical-pubs-and-standards.html>] for syndromic surveillance for quality, completeness and timeliness.
- 11.** Onboarding of HL7 trading partners is dependent on the readiness of trading partners to onboard to the service and provide a compliant HL7 message based on CDC HL7 Implementation Guides [<https://www.cdc.gov/nssp/technical-pubs-and-standards.html>] for syndromic surveillance for quality, completeness, and timeliness. InductiveHealth will use commercially reasonable efforts to ensure trading partners are onboarded timely.
- 12.** Ongoing data processing assumes the public health agency and/or facilities can send all needed records to the InductiveHealth private cloud for data ingestion and processing.
- 13.** Includes up to 1 TB of data stored, measured as the uncompressed size of the ESSENCE® databases (including staging tables) at the end of the month. Allows for up to 10% annual growth in the amount of data stored for each subsequent annual contract period. Additional storage, if required, is billed at a monthly rate of \$100 per month per 250GB.
- 14.** If desired by the Client, includes feed management to CDC'S NSSP BioSense Platform or other Federal reporting system.
- 15.** Reflects an initial 12-month period of performance.
- 16.** Requires timely decision making by the Client and access to stakeholders to achieve delivery timelines. Timely decision making is defined as within five business days from date of request by InductiveHealth unless mutually agreed otherwise.
- 17.** The Client will designate a single point of contact for InductiveHealth to coordinate any implementation activities and operations.
- 18.** Business workflows and functional requirements must align with standard ESSENCE® and CDC technical workflows and parameters.
- 19.** Base data sources include Healthcare Facility (e.g., Emergency Department), Air Quality, and Weather.

20. Additional data source development, mapping, and integration beyond what is listed below the Statement of Work may require separate estimation and costing. Additional sources include Hospital Discharge, Death, Poison Control, EMS, School Absenteeism, Reportable Disease, OTC, Prescriptions, etc.
21. All solutions and managed services will be delivered virtually/remotely. InductiveHealth is not required to be on-site but may schedule visits at its discretion.
22. Deliverable acceptance cannot be unreasonably withheld, and all requested changes will be mutually agreeable between the Client and InductiveHealth.
23. Solutions and managed services will be delivered in English.
24. Assumes implementation and operations using the InductiveHealth Cloud structure.

### Client-Specific Assumptions

1. Assumes the Client does not currently have an active local instance of ESSENCE® and will require a new deployment and configuration.
2. Assumes InductiveHealth will receive data from a single point via Washington State Department of Health.
3. Assumes InductiveHealth will be responsible for feed management to CDC'S NSSP BioSense Platform or other Federal reporting system.
4. Assumes historical data (2018-present) will be migrated from Washington State Department of Health's internal databases.
5. InductiveHealth will use Washington State Department of Health's Single-Sign-On (SSO) for user accounts.
6. Washington State Department of Health will be responsible for creating and managing ESSENCE® user accounts for users signing on through Washington State Department of Health's SSO.

### Scope of Work

Services furnished under the Agreement and pursuant to this scope of work will encompass the following:

1. Project Management:
  1. **Project Kick-off:** Initial planning session to align project scope, deliverables, and timeline.
  2. **Status Meetings & Notes:** Weekly meetings during the implementation phase to review progress, address issues, and ensure alignment with project goals. Meeting notes will be shared promptly after each session.

3. **Monthly Status Reports:** Comprehensive reports detailing progress, milestones achieved, risks, and upcoming tasks, shared on a monthly basis.
4. **Monthly Invoices:** Timely invoicing based on project milestones and agreed payment schedule, issued monthly.

## 2. Implementation Activities:

1. **Technical Setup** – Establishment of test and production multi-tier cloud-based environments.
2. **Data Feed Set up** – Establishment of feed from Washington State Department of Health to be ingested into InductiveHealth's ESSENCE®.
3. **ESSENCE® Deployment** – Installation and activation of the ESSENCE® platform within the designated environment.
4. **ESSENCE® Configuration** – Customization and optimization of ESSENCE® settings based on public health agency requirements.
5. **Internal Regression Testing** – Comprehensive testing to ensure system stability, performance, and functionality.
6. **User Account Provisioning for Pilot Testing** – Creation and distribution of accounts for initial pilot users.
7. **User Acceptance Testing (UAT) & Remediation** – Execution of UAT with stakeholders, addressing feedback and resolving issues.
8. **Final Independent Verification & Validation (IV&V)** – External assessment to confirm system readiness and compliance.
9. **24/7 Infrastructure Monitoring Enablement** – Implementation of continuous system monitoring for performance and security.
10. **Disaster Recovery Implementation** – Activation of disaster recovery jobs and failover processes for business continuity.
11. **Go-Live Decision & Approval** – Coordination with the public health agency to confirm readiness for full deployment.
12. **Full User Account Provisioning** – Deployment of remaining user accounts to support full-scale operations.

## 3. Client Customizations

1. **Message Filter Implementation:** InductiveHealth will develop and deploy a message filtering solution tailored to the Washington State Department of Health requirements for data forwarded to NSSP.

#### 4. Go Live / Transition to Operations and Support

1. **Training Sessions** – Conduct up to two (2) 90-minute remote training sessions within the first 90 days post-go-live. Sessions will be recorded and provided to Client for future training purposes.
2. **Specialized Public Health Support** – Provide support services from staff with expertise in Syndromic Surveillance, including:
  - Knowledge of public health business processes.
  - Understanding of national public health reporting initiatives and state compliance requirements.
  - Familiarity with other state public health programs and their surveillance systems.
3. **24/7/365 Online Support** – Offer continuous support through our web portal: [InductiveHealth Service Desk](#). Upon ticket submission, users will receive an email confirmation, and InductiveHealth will be automatically notified of the request.
4. **System Performance Optimization** – Conduct ongoing performance tuning to ensure optimal system speed, including improvements for the user interface, database, reports, and ETL processes.
5. **SFTP Connection Maintenance** – Provide ongoing support and maintenance for existing SFTP connections to ensure seamless data transmission.
6. **Hosting & Infrastructure** – Maintain Production and Staging/Testing environments for the Syndromic Surveillance Platform and supporting sub-systems, using hardware that exceeds application minimum specifications. The system will be hosted in a Tier 3 data center with multiple internet backbone links for reliability.
7. **Disaster Recovery & Data Backup** – Perform daily off-site system backups with a target disaster recovery time of 24–48 hours, ensuring less than 1% downtime for operations and system availability.
8. **Software Maintenance & Security Updates** – Provide continuous system support, including:
  - Software upgrades
  - Hotfixes and security patches
  - Regular system enhancements
9. **Security & Compliance** – Implement FISMA-Moderate and HIPAA-compliant security controls, verified through independent security scanning and auditing. Security measures include:
  - 256-bit SSL encryption
  - End-user authentication
  - Multi-factor authentication (MFA)
  - Regular virus protection updates
10. **Service Level Target (SLT)** – Ensure 99.9% uptime of the Client’s production environment.

11. **Standard Maintenance Window** – Conduct system and application maintenance Fridays from 10:00 PM – 4:00 AM ET (if needed). InductiveHealth does not anticipate utilizing this window weekly.
12. **ESSENCE® API Support** – Provide assistance with ESSENCE®-related API integrations to support interoperability with other systems.
13. **Configuration Management & Release Control** – Manage the configuration and release control process for Syndromic Surveillance and supporting systems to maintain version control and system integrity.
14. **Feature Enhancements & New Releases** – Deliver new feature releases for the ESSENCE® application, including updates such as user experience (UX) refreshes and other system enhancements.
15. **Proactive Data Feed Oversight:** Continuous tracking of incoming data feeds to identify delays, drop-offs, or anomalies.
16. **Escalation Procedures:** If unresolved, escalate to relevant stakeholders for further intervention.

## ESSENCE® End User Terms and Conditions (“EULA”)

### Definitions

- **“Agreement”** means the agreement entered into between Customer (also referred to as “Client”) and InductiveHealth subject to the terms and conditions of these End User Terms.
- **“Customer”** means an authorized licensee of the Software.
- **“InductiveHealth”** means InductiveHealth Informatics, LLC., a Delaware Limited Liability Company.
- **“JHU/APL”** means The Johns Hopkins University Applied Physics Laboratory LLC, a Maryland Limited Liability Company.
- **“End User Terms”** means this document, the InductiveHealth Informatics, LLC End User Terms and Conditions.
- **“Software”** means the Electronic Surveillance System for the Early Notification of Community-Based Epidemics (ESSENCE®), including proprietary software and any accompanying documentation developed by InductiveHealth, with certain rights retained by the U.S. Government, with access by Customer either on-premises or via SaaS as agreed by the parties.

### Rights and Duties

1. **Parties.** Subject to a separate agreement, JHU/APL has granted InductiveHealth an exclusive license to sublicense the Software to authorized licensees subject specifically to the execution of these End User Terms by a licensee of the Software.
2. **License Grant.** Subject to the terms and conditions hereof, InductiveHealth grants to Customer a limited, non-exclusive, non-transferable, and royalty-free license to: (a) use the Software solely for disease surveillance within Customer’s jurisdiction; and (b) make copies of the Software only as required for use of the Software under the terms of these End User Terms, including for test and development environments, or for backup/archival purposes. This license grant is made subject to any retained rights of the U.S. Government in the Software, if any.
3. **Delivery.** If the Software shall be accessed by Customer on-premises, InductiveHealth shall deliver to Customer a copy of the then-current version of the Software in object code form.
4. **Installation.** InductiveHealth shall provide reasonable assistance to Customer, at no cost to Customer, in the installation and initial check-out of the Software.
5. **Updates.** InductiveHealth may make updated versions of the Software available to Customer. When InductiveHealth makes an updated version available to Customer, Customer shall take reasonable steps to deploy the updated version in a timely manner.
6. **Health Information.** Only if applicable, Customer shall provide to InductiveHealth data elements including protected health information in Customer’s jurisdiction, in accordance with the terms and conditions set forth in a Data Sharing Agreement and/or a Business Associate Agreement separate from these End User Terms.

### License Restrictions

1. **Restrictions on assignment, transfers, and use.** Except as expressly set forth in this EULA, Customer shall not: (a) assign, transfer, distribute, or sublicense the Software to any third party; (b) permit any third party to use the Software; (c) use the

- Software for the benefit of any third party other than the citizens in Customer's jurisdiction; (d) use the Software for any commercial purposes whatsoever.
2. Restrictions on copying and reverse engineering. Except as expressly set forth in this EULA, Customer may not, in whole or in part, reproduce, modify, translate, reverse engineer, disassemble, de-compile, create derivative works based on, or remove any proprietary notices or labels on the Software without the prior written consent of InductiveHealth. Any use, reproduction, or redistribution of the Software not in accordance with the terms of these End User Terms is expressly prohibited.
  3. Proprietary Notices. Customer agrees to respect and not to remove, obliterate, or cancel from view any attribution notice, including copyright, trademark, and confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software, and to reproduce and include same on each copy of the Software.

### **Protection of Proprietary Information**

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### **Confidentiality Obligations**

1. Customer shall not, at any time, use, copy, sell, transfer, publish, disclose, display, or otherwise make available any Proprietary Information to any other person, firm, organization, or to any employee or agent of Customer who does not need to obtain access thereto in connection with Customer's exercise of its right under these End User Terms. Customer shall take steps to ensure that all individuals having access to the Proprietary Information observe and perform the obligations set forth in this Section 5. Customer agrees to notify InductiveHealth immediately of the possession, use or knowledge of all or part of any Proprietary Information by any person or entity not authorized by these End User Terms, to have such possession, use or knowledge. Customer's obligations of confidentiality and non-disclosure shall not apply to any information which Customer can show by means of dated, documentary evidence: (a) was known to or readily ascertainable by proper means by Customer before being disclosed to Customer by InductiveHealth; (b) is or becomes available to the general public without fault or action of Customer; (c) is lawfully disclosed to Customer by a third party who is under no obligation of confidentiality to InductiveHealth with respect to such information; or (d) was independently developed by the Customer. Information that comprises a combination of features shall not be within any of the exceptions set forth above merely because individual features are known or received by Customer or are in or fall into the public domain, but only if the combination is known or received by Customer or is in or falls into the public domain as provided above.

### **Term and Termination**



1. Term. The term of the license grant set forth in these End User Terms shall be as set forth in the Agreement (the "Term"), subject to the terms hereof.
2. Termination. The Agreement may be terminated by mutual agreement upon sixty (60) days prior written notice. Either party may terminate the Agreement immediately in the event that the other party materially breaches the Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the non-breaching party.
3. Effects of Expiration/Termination. Upon termination of the Agreement for any reason and when the Term of this Agreement expires: (a) all license rights granted hereunder will terminate and revert to InductiveHealth or JHU/APL, as applicable; (b) Customer shall immediately discontinue use of the Software; and (c) within ten days thereafter, Customer shall either return to InductiveHealth or JHU/APL, as applicable all copies of the Software or certify in writing to that all copies or portions of such Software have been destroyed. The following sections shall survive termination of these End User Terms: Section 4 (Protection of Proprietary Information), 6(c) (Effects of Termination), 7 (Disclaimer of Warranties), 8 (Limitation of Liability), 9 (Audit Rights) and 11 (Miscellaneous).
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1. CUSTOMER ASSUMES THE ENTIRE RISK AND LIABILITY FOR USING THE SOFTWARE OR THE DATA PRODUCED THEREBY. IN NO EVENT SHALL JHU/APL BE LIABLE TO CUSTOMER FOR ANY DIRECT, ACTUAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES ARISING FROM THE USE OF, OR INABILITY TO USE, THE SOFTWARE OR THE DATA PRODUCED THEREBY, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA EVEN IF JHU/APL HAS BEEN ADVISED OF THE PROBABILITY OF SUCH DAMAGES.

### **Audit Rights**

1. InductiveHealth (and its licensor JHU/APL), at its own expense, shall have the right at any time during the term of these EULA terms, and upon termination of these EULA terms, to request, in a manner consistent with reasonable business practices, documentation from the Customer identifying (i) the type, (ii) location, i.e., address, and (iii) network access limitations, of the machines having the Software installed thereon for the purpose of verifying whether Customer's use of the Software has been in compliance with the terms

and conditions of these End User Terms. An authorized officer of the Customer shall certify in writing that such documents are a true and accurate record of Customer's use of the Software.

## Compliance with Third Party Terms and Conditions

To the extent applicable:

1. Customer agrees to comply with all applicable terms of the Amazon Web Services (AWS) Customer Agreement and the AWS GovCloud (US) Service Terms, which are available at <https://aws.amazon.com/agreement/> and <https://aws.amazon.com/service-terms/>, respectively, as may be amended from time to time.
2. Customer agrees to indemnify InductiveHealth and JHU/APL against any and all claims in connection with or arising out of Customer's breach of or non-compliance with the AWS or AWS GovCloud (US) Customer Agreement or Service Terms."

## Miscellaneous

1. Assignment. Customer shall not assign or otherwise transfer these EULA terms and any rights granted therein without the prior written consent of InductiveHealth. Any attempt to assign in contravention of this Section shall be null and void and of no effect.
2. Product Support. Customer acknowledges that they are limited to Contracting with JHU/APL and/or InductiveHealth to operate and/or support ESSENCE®
3. Relationship of the Parties. The relationship of the parties established by these EULA terms is solely that of independent contractors, and nothing contained in these EULA terms will be construed to: (a) give any party the power to direct or control the day-to-day activities of the other; (b) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (c) make either party an agent for the other for any purpose whatsoever. Except as specifically set forth in these EULA terms, neither party nor its agents or employees is the representative of the other for any purpose and neither has the power or authority to act as agent, to represent, act for, bind or otherwise create or assume any obligations on behalf of the other.
4. Construction. These EULA terms may not be modified or amended except by a writing, which is signed by authorized representatives of each of the parties. The failure of either party to exercise any right or the waiver of either party of any breach will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of these EULA terms. If any provision of these EULA terms is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of these EULA terms shall be valid and enforceable to the maximum extent possible. Captions are inserted only for convenience and are in no way to be construed as part of these EULA terms.
5. Equitable Remedies. Customer recognizes that money damages may not be an adequate remedy for any breach or threatened breach of any obligation under these End User Terms involving InductiveHealth's or JHU/APL's Proprietary Information. Customer therefore agrees that in addition to any other remedies available under

these EULA terms, by law or otherwise, InductiveHealth shall be entitled to seek an injunction against any breach by Customer of such obligations without the necessity of posting bond.

6. Force Majeure. Neither party shall be considered in default or liable for any delay or failure to perform any provisions of these EULA terms if such delay or failure arises out of labor disputes, fire, casualties, acts of the public enemy, sovereign acts or regulations or any other similar causes beyond the reasonable control of the parties.
7. Entire Agreement. The parties represent these EULA terms is the entire agreement between InductiveHealth, JHU/APL and Customer with respect to the subject matter of these EULA terms, and InductiveHealth and Customer agree that all other prior agreements, proposals, representations, and other understandings concerning these EULA terms, whether oral or written, are superseded, and replaced in their entirety by these EULA terms.
8. Compliance with Applicable Laws. Customer shall comply with all laws that may apply with respect to the import, export, manufacture, distribution, or use of the Software.
9. Export Control. The Software is subject to export controls under the jurisdiction of the U.S. Department of Commerce. Customer shall comply with all applicable U.S. Export Control laws and regulations in connection with Customer's use of the Software. Customer shall not export or re-export the Software.
10. Third Party Software Notice. The Software utilizes certain software, including programs and/or libraries in object code form, which may be owned or controlled by a party other than InductiveHealth ("Third Party Software"). Any such Third-Party Software is subject to the terms of its accompanying Third-Party Software license."



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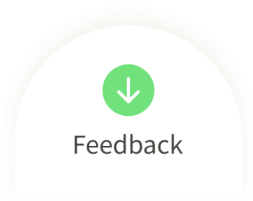


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