



STATE OF WASHINGTON
Washington State Department of Health
SOLE SOURCE POSTING

June 14, 2024

The Washington State Department of Health (DOH) contemplates awarding a sole source contract to Crisis Text Line (CTL) to provide DOH with access to CTL's premium data package, which includes data collected from all CTL users that text from a Washington State area code.

CTL is a tool that connects people in crisis with a trained volunteer who can triage the situation. CTL uses texting technology to identify a person's level of risk and then triage responses based on identified need. They collect data based on the services provided. To access state-specific data, a contractual commitment and annual fee is required. Accessing all available state-specific data will inform the state on demographics, usage patterns for CTL, and topics of concern identified by texters. This information can guide future decision making on needed resources to support those experiencing suicidal crises. These specific data are not available elsewhere.

DOH will enter into a contract with Crisis Text Line. The contract will be issued on the Date of Execution and will continue through April 30, 2026 for a term of approximately twenty-two (22) months. The cost of this initial two (2) year contract is \$99,000. DOH may opt to extend the contract for an additional four (4) times in one (1) year increments, or whatever increments suit DOH business purposes, up to a maximum of 60 months, subject to the availability of funding and if required. DOH determines that each optional additional one (1) year extension would result in equal (and/or slightly higher) consideration per annual access window (May 1 through April 30) being added to the total contract value.

Offerors contemplating the above requirements are required to submit capability statements detailing their ability to meet the state's requirements within five (5) working days of this announcement. The following information should be included in the capability statements:

Capability statements should address the following state requirements:

- Provide state-specific detailed data on crisis response demographics, usage patterns for Crisis Text Line, and topics of concern identified by users;
- Provide detailed data on state-specific crisis response, including KPIs, issues, geography, comparisons, demographics, and conversation count, in a user-friendly dashboard to analyze collected information; and
- Use statewide, 24/7 texting technology to identify a person's risk in crisis and triage response based on need.

In the absence of other qualified sources, it is the state's intent to make a sole source award of the contract. To submit capability statements or for questions, contact:

Name: Tracee Thornburg, Sole Source Coordinator

Email: Bids@doh.wa.gov *Include CBO29684 in the subject line*

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: 952-62-Mental Health Services: Vocational, Residential, Etc., 952-21-Counseling

COLLABORATION AGREEMENT

This collaboration agreement ("Agreement"), effective as of the date it is fully signed below (the "Effective Date"), is entered into between Crisis Text Line, Inc. ("CTL"), located at 225 West 34th Street, Floor 9 -- PMB#9135, New York, NY 10122, and Washington State Department of Health ("You"; "Your"; and "WDOH"), located at 101 Israel Rd SE Tumwater, WA 98501. You and CTL may be individually referred to herein as a "Party" or together as "Parties".

1. Introduction. CTL manages and operates a free 24/7 text line where trained volunteer crisis counselors support individuals in crisis as described more fully at <https://www.crisistextline.org/> ("Services"). You desire to promote CTL and/or the Services in exchange for certain collaborative services with CTL and/or access to certain anonymized aggregated information, trends, and insights regarding CTL texters who use the Services in connection with Your promotional efforts. In consideration of the mutual promises and covenants in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

2. Promotion. You shall promote CTL, the Services, and/or the CTL short code, 741741, using and promoting Your unique keyword(s) -- the word(s) You will ask US-based texters to text to 741741 when they are experiencing a crisis -- according to the terms of [CTL's Brand Guidelines](#). (The Parties shall separately agree upon which keyword(s) shall be applicable to and promoted by You.) You shall update CTL regarding Your promotional efforts and their results as reasonably requested by CTL.

a. License; Use of Trademarks. Subject to the terms and conditions of this Agreement, CTL hereby grants You a revocable, non-sublicensable, non-transferable, non-exclusive, and royalty-free license to use the trademarks owned by CTL¹ as listed in [CTL's Brand Guidelines](#) (the "Marks") in connection with Your promotion of the Services under the terms of this Agreement. Your use of the Marks shall not create any ownership rights in You in the Marks. All rights in the Marks other than those specifically granted in this Agreement are reserved and retained by CTL for its own use and benefit. You shall use the Marks in accordance with the terms of [CTL's Brand Guidelines](#). Upon CTL's reasonable request, You shall provide representative samples of any marketing materials reflecting the Marks to CTL for approval prior to using same in order for CTL to monitor Your compliance with this Agreement. If You become aware of infringement of any of the Marks, You agree to use commercially reasonable efforts to notify CTL of such infringement.

3. Term; Termination.

a. Term. The term of this Agreement starts on the Effective Date, and continues until April 30, 2026 (the "Initial Term"). The parties may extend by additional terms of 12-24 months each, or whatever term lengths are agreed upon in writing, not to exceed 60 months (or 5 years) total. The provisions of Chapter 39.26 RCW require WDOH to file this sole source contract with the Department of Enterprise Services ("DES") for approval. The effective date of this contract is upon DES approval of the contract, the tenth (10th) working day after it is filed with DES, or as agreed between the parties, whichever is later.

b. Termination. If either Party breaches any material provision of this Agreement and fails to cure such breach within seven days after being notified of it, either Party may terminate this Agreement upon written notice to the other Party. Either Party shall have the right to terminate this Agreement for convenience upon 30 days' written notice. Upon termination, the license granted to You shall terminate, and You and Your personnel, successors, or assigns shall cease all use of the Marks.

¹ "Crisis Text Line", "CTL", "741741", the Crisis Text Line logo, and the CTL logo are registered trademarks of Crisis Text Line, Inc.

c. Termination For Convenience. Except as otherwise provided in this contract, the contracting officer of WDOH (“Contracting Officer”) may, by TEN (10) calendar days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part when it is in the best interests of WDOH. If this contract is so terminated, WDOH shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.

d. Termination Procedure. Upon termination of this contract WDOH may require the Contractor to deliver to WDOH any property specifically produced or acquired for the performance of such part of this contract as has been terminated. WDOH shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by WDOH. In addition WDOH shall pay the amount agreed upon by the Contractor and the Contracting Officer for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by WDOH, and (iv) the protection and preservation of the property. If the termination is for default, the Contracting Officer shall determine the extent of the liability of WDOH. Failure to agree with such determination shall be a dispute within the meaning of the Disputes clause of this contract. WDOH may withhold from any amounts due the Contractor for such completed work or services such sum as the Contracting Officer determines to be necessary to protect WDOH against potential loss or liability. The rights and remedies of WDOH provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the notice;
- Place no further orders or subcontracts for materials, services, facilities except as necessary to complete such portion of the work not terminated;
- Assign to WDOH, to the extent directed by the Contracting Officer, all of the rights, titles, and interest of the Contractor under the orders and subcontracts in which case WDOH has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause;
- Complete performance of such part of the work not terminated by the Contracting Officer; and
- Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which WDOH has or may acquire an interest.

4. Collaborative Services; Dashboard. CTL shall use commercially reasonable efforts to provide You with certain collaborative services with CTL’s team (“Collaborative Services”) described in Schedule A, including (if applicable and agreed upon by the Parties herein) access to certain anonymized aggregated information, trends, and insights regarding CTL texters who have used Your keyword to initiate one or more of their conversations, in a format described in Schedule A (the “Dashboard”), provided that the number of conversations with such texters reaches the applicable volume requirement indicated in Schedule A.

a. Dashboard Terms of Use. Your rights to use the Dashboard (if applicable) and the information it reflects are subject to Your compliance with the terms of this Agreement, including all Schedules attached hereto, and our terms of use (“Terms of Use” -- available [here](#) and hyperlinked on the Dashboard itself), as well as all applicable laws or regulations that govern all or any portion of the Dashboard or the information it reflects.

5. Payment. Applicable fees for the Collaborative Services described in Section 4 (and as more fully set forth in Schedule A) in the amount of **\$99,000.00** shall be invoiced to You at or around the beginning

of the Initial Term (and no later than 60 days after June 30, 2024) as applicable at the address specified above, unless You specify an alternative address for invoicing. Invoices are payable in U.S. dollars no later than 30 days after Your receipt of the invoice.

a. For the avoidance of doubt, CTL will invoice WDOH upon execution of this Agreement in the amount of \$99,000.00 for the duration of the Initial Term ending on April 30, 2026.

6. Confidential Information.

a. **Definition.** “Confidential Information” means any information disclosed by either Party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure, including but not limited to any information disclosed to Recipient at any time relating to CTL’s business, operations, or services, including, without limitation, any and all personally identifiable information relating to CTL’s texters, volunteers, or employees; message content; product designs; product plans; data; software; technology; financial information; marketing plans; business opportunities; proposed terms; pricing information; discounts; inventions; and know-how to the extent disclosed to the Recipient hereunder. Confidential Information also includes the existence of this Agreement and the fact or nature of the discussions between the Parties. Notwithstanding the foregoing, any information relating to CTL’s services, employees, volunteers, or texters shall be deemed Confidential Information of CTL whether or not it contains any such marking or designation. Confidential Information shall not include any information which (i) is in the public domain through no fault of the receiving Party; (ii) was properly known to the receiving Party, without restriction, prior to disclosure by the disclosing Party; (iii) was properly disclosed to the receiving Party, without restriction, by another person with the legal authority to do so; or (iv) is independently developed by the receiving Party without use of or reference to the disclosing Party’s Confidential Information. The terms of this Agreement, including the Terms of Use and all Schedules, shall be considered Confidential Information. For the avoidance of doubt, this Agreement does not contemplate, CTL shall not intentionally provide to You, and You shall not expect or request from CTL, any personally-identifiable information relating to any users of CTL’s crisis counseling services at any time.

b. **Use.** Each Party agrees that it will use the Confidential Information of the other Party (if any) solely in accordance with the provisions of this Agreement, and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other Party’s prior written consent, except as otherwise permitted hereunder. However, either Party may disclose Confidential Information (i) to its employees, officers, directors, attorneys, auditors, financial advisors, and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement; (ii) as required by law, in which case the receiving Party will provide the disclosing Party with prior written notification thereof, will provide the disclosing Party with the opportunity to contest such disclosure, and will use reasonable efforts to minimize such disclosure to the extent permitted by applicable law; and (iii) either Party may confidentially disclose the terms of this Agreement to actual or potential lenders, investors, or acquirers. The Party receiving Confidential Information shall notify the disclosing Party of any misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing Party which may come to the receiving Party’s attention, and the receiving Party will use commercially reasonable efforts to comply with the disclosing Party’s reasonable requests to either return or destroy any inadvertently disclosed information disclosed by the disclosing Party to the receiving Party.

7. Additional Terms.

a. **Schedules.** The Terms of Use and all Schedules to this Agreement are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or the Terms of Use, but not otherwise defined therein, shall have the meaning as defined in this Agreement.

b. **Interpretation.** The headings contained in this Agreement and any of its Schedules or the Terms of Use are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. References in this Agreement to “include”, “including”, “e.g.” or similar expressions shall be deemed to mean “including, without limitation”. References to “You” and “Your” in this Agreement, including the Schedules and Terms of Use, shall include Your personnel, as applicable.

c. **Notices.** All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when (a) emailed to legal@crisistextline.org for CTL or to Carolyn.House-Higgins@doh.wa.gov for You upon recipient’s confirmation of receipt or (b) delivered by hand, courier, express mail (with package tracking capability) or prepaid certified mail return receipt requested to the addresses specified above or as otherwise designated by the Parties.

d. **Survival.** Provisions of this Agreement that by their nature are intended to survive the termination or expiration of this Agreement shall so survive, including but not limited to Section 2.a., Section 3.b., Section 6, Section 7, and the provisions of our Terms of Use.

e. **Prior Agreement Terminated.** The Parties acknowledge that the agreement previously entered into between the Parties on January 4, 2023 expired by its terms on April 30, 2024 and has no further force or effect.

f. **Superseding Clauses.** Notwithstanding anything in this Agreement (including its Schedules and Terms of Use) to the contrary:

i. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of Washington State. Each of the Parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by the other Party or its successors or assigns shall be brought and determined in any State court sitting in the State of Washington, in Thurston County.

ii. **No Commercial Use.** Crisis Text Line does not and agrees that it shall not sell or use for any commercial purpose any personally-identifiable data regarding Crisis Text Line texters originating from either Your keyword or texters believed to be located within the state of Washington (“Washington Data”). Crisis Text Line, however, reserves the right to continue its practice of using and sharing aggregated deidentified data in accordance with its Terms of Service & Privacy Policy, including to provide insights to organizations that seek to understand mental health issues in populations of interest in exchange for monies to cover operating costs for our free 24/7 crisis intervention service. Such aggregated deidentified data may include data derived from Washington Data; nothing in this provision shall be construed to require Crisis Text Line to exclude deidentified Washington Data from its aggregated data for these purposes. For the avoidance of doubt, in the event Crisis Text Line sells or uses for any commercial purpose any Washington Data, such action shall constitute a material breach of this Agreement and You may terminate this Agreement consistent with Section 3 of this Agreement.

Agreed to by the Parties on the later of the dates indicated below.

Crisis Text Line, Inc.

Washington State Department of Health

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

Schedule A

Collaborative Services

A. Collaboration

- The Parties acknowledge that Crisis Text Line's activities will be performed subject to applicable law and regulations, including those regarding nonprofit promotion or advertisement of a for-profit entity.

B. Dashboard(s): Premium Keyword Data Dashboard; State Data Dashboard (Washington)

Updates: Daily

Volume Requirement: 200 conversations all-time

Filters:

- 3 Digit Area Code
- Year-Month
- Date Range
- Aggregation (Daily, Weekly, Monthly, Yearly)
- Issue Tags (*i.e.*, view information relevant to all conversations identified as discussing self-harm)
- Demographics (*i.e.*, view information relevant to texters self-identifying as LGBTQ+)
- Location (State & County-Level)
- Individual keywords (for partners with multiple keywords)

Content:

- **KPIs.** # of texters, # of conversations, ARs, % of high risk texters served in < 5 min;
- **Volume.** Day of week (% breakdown), Time of day, over time (monthly);
- **Issues.** Issue tags for keyword (% of conversations with said issue tag);
- **Geography.** % of keyword volume in each state;
- **Comparisons.** Day of week, hour of day & issue comparisons to national trends;
- **Demographic Detail.** Filtered demographics & comparisons to national trends. Age, race, sexuality, gender;
- **Conversation Count.** Broken out by day of week/hour of day; and
- **Custom Content.** Additional content priced & built on an individual basis.

Downloads. CSV downloads of all underlying information.

Sole Source CONTRACT Filing Justification Template

DOH Contract Number:

29684

Use the following justification template for preparing to file sole source contracts in the [Sole Source Contracts Database](#) (SSCD). Once completed, copy and paste the answers into the corresponding SSCD question and answer fields. You will also need to include a copy of this completed form in the documents you post to your agency website and in [WEBS](#).

NOTE: All proposed sole source vendors will need to be [registered in WEBS](#). Vendors must do this themselves. Further, DOH will need the WEBS commodity codes from this vendor for those services the vendor has registered in WEBS. List the vendor commodity codes in the sole source notice form.

What is a sole source contract?

"Sole source" means a contractor providing goods or services of such a unique nature or sole availability at the location required that the contractor is clearly and justifiably the only practicable source to provide the goods or services. (RCW 39.26.010)

Unique qualifications or services are those which are highly specialized or one-of-a-kind.

Other factors which may be considered include past performance, cost-effectiveness (learning curve), and/or follow-up nature of the required goods and/or services. Past performance alone does not provide adequate justification for a sole source contract. Time constraints may be considered as a contributing factor in a sole source justification however will not be on its own a sufficient justification.

Why is a sole source justification required?

The State of Washington, by policy and law, believes competition is the best strategy to obtain the best value for the goods and services it purchases, and to ensure that all interested vendors have a fair and transparent opportunity to sell goods and services to the state.

A sole source contract does not benefit from competition. Thus the state, through RCW 39.26.010, has determined it is important to evaluate whether the conditions, costs and risks related to the proposal of a sole source contract truly outweigh forgoing the benefits of a competitive contract.

Providing compelling answers to the following questions will facilitate the evaluation.

DES Sole Source Question	DOH Program Manager Response
Specific Problem or Need	
1. What is the business need or problem that requires this contract?	Washington's rate of deaths by suicide is 14% higher than the national rate (16.2 vs 14.2 per 100,000 respectively). In 2018, 1,254 Washington residents died by suicide, a 12% increase from 2016. Reducing rates of suicide requires a statewide system aimed at: (1) raising awareness of risk and protective factors and places to get help; (2) crisis interventions for persons at risk of suicide; and (3) access to relevant data to inform intervention and prevention efforts. Currently, most of Washington's state-specific suicide data comes from death certificates, hospitalizations, the Washington Violent Death Reporting System, the Healthy

DES Sole Source Question	DOH Program Manager Response
	<p>Youth Survey, and the Behavioral Risk Factor Surveillance Survey. The data from these sources is invaluable in helping the state understand the significance of suicide in WA, but the frequency in which this data is collected and disseminated (annually or biannually) leaves significant gaps in our ability to respond to the needs of Washingtonians in real time. There is a significant need for more frequent, state-specific data that can help inform prevention and intervention programs/services in Washington.</p>
<p>Sole Source Criteria <i>(Describe how this vendor is “a contractor providing goods or services of such a unique nature or sole availability at the location required that the contractor is clearly and justifiably the only practicable source to provide the goods or services.”</i></p>	
<p>2. Describe the unique features, qualifications, abilities or expertise of the contractor proposed for this sole source contract.</p>	<p>DOH seeks to continue the collection and analysis, including trends over time, of critical data for Washington State. There is not an alternative source of this detailed, aggregated data. The Crisis Text Line (CTL) is a tool that connects people in crisis with a trained volunteer who can triage the situation. CTL uses texting technology to identify a person’s level of risk and then triage responses based on identified need. Texting is a common and popular way to seek help, particularly amongst youth. CTL provides this service nationwide.</p> <p>In addition to the work of trained volunteers, CTL collects data based on the services provided. CTL provides a base-level of de-identified data on their website for free, however, in order to access additional state-specific data, a contractual commitment and biennial (two-yearly) fee is required.</p> <p>Accessing all available state-specific data will inform the state on demographics, usage patterns for CTL, and topics of concern identified by texters. This information guides current and future decision making on needed resources to support those experiencing suicidal crises and other forms of harm or trauma.</p> <p>Following is a list of the unique data elements collected by CTL. These data are not available elsewhere.</p> <p>Filters:</p> <ul style="list-style-type: none"> ● 3 Digit Area Code ● Year-Month ● Date Range ● Aggregation (Daily, Weekly, Monthly, Yearly)

DES Sole Source Question	DOH Program Manager Response
	<ul style="list-style-type: none"> ● Issue Tags (i.e. view data relevant to all conversations discussing self-harm) ● Demographics (i.e. view data relevant to LGBTQ+ texters) ● Location (State & County-Level) ● Individual keywords (for partners with multiple keywords) <p>Content:</p> <ul style="list-style-type: none"> ● KPIs. # of texters, # of conversations, ARs, % of high risk texters served in < 5 min. ● Volume. Day of week (% breakdown), Time of day, over time (monthly) ● Issues. Issue tags for keyword (% of conversations with said issue tag) ● Geography. % of keyword volume in each state ● Comparisons. Day of week, hour of day & issue comparisons to national data. ● Demographic Detail. Filtered demographics & comparisons to national data. Age, race, sexuality, gender. ● Conversation Count. Broken out by day of week/hour of day. <p>CTL also provides a dashboard so DOH can easily access de-identified data any time needed.</p>
<p>3. What kind of market research did the agency conduct to conclude that alternative sources were inappropriate or unavailable? Provide a narrative description of the agency's due diligence in determining the basis for the sole source contract, including methods used by the agency to conduct a review of available sources such as researching trade publications, industry newsletters and the internet; contacting similar service providers; and reviewing statewide pricing trends and/or agreements. Include a list of businesses contacted (if you state that no other businesses were contacted, explain why not), date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an</p>	<p>In November of 2018, DOH worked with other state agencies including OSPI, DBHR, and members of the Action Alliance to identify alternative data sources that were available. No other 24/7 crisis text service offering similar access to trend and current data without also paying for staff time could be identified. The DOH maintains a list of available hotlines, text and chat options and keeps this list up to date.</p> <p>Since the initial service agreement contract was negotiated in 2018, DOH has been relying on this service provider for critical trend and current data.</p>

DES Sole Source Question	DOH Program Manager Response
<p>explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract.</p>	
<p>4. What considerations were given to providing opportunities in this contract for small business, including but not limited to unbundling the goods and/or services acquired.</p>	<p>The nature of this work requires a partnership with the existing Crisis Text Line. No other service is comprehensive and available statewide.</p>
<p>5. Provide a detailed and compelling description that includes quantification of the costs and risks mitigated by contracting with this contractor (i.e. learning curve, follow-up nature).</p>	<p>The data collected by CTL is proprietary data. For every text conversation their crisis counselors have, they collect data, including survey data, on demographic information and topics the texter discussed with the crisis counselor. Some of these data are available for free on the Crisis Trends website but it is very limited. As of July 2020, CTL had over 3.91 million text messages exchanged with texters in WA. Based on conversations per 1,000 individuals, WA ranks 6th in the country, with 118k conversations over time. The top 4 text conversation topics by Washingtonians include depression and sadness, relationships, anxiety and stress, and suicide. Washingtonians are already using the CTL for services. No other agency, in WA or nationally, is currently collecting the same level of detailed data and providing analysis of trends over time. Nor do any of our state specific crisis services have already built, user friendly data dashboards to analyze the information they do collect.</p> <p>The ability to access critical state-specific data that is already being collected can significantly improve the work we do to address community needs by informing our prevention and intervention efforts. In addition, CTL relies on philanthropic donations and grants to support their organizational staff, and they have a network of trained volunteers that provide crisis response services via text messaging 24/7 to anyone that reaches out to them. CTL already has systems in place that collect valuable data based on the services they provide to texters and systems to de-identify the data they share. It would be a significant cost to Washington to develop a state-level system comparable to what CTL can offer and would take years to market the service in order to reach the same usage volume as CTL already has.</p>

DES Sole Source Question	DOH Program Manager Response
	<p>If the contract is not approved, the department will lose access to exceptionally valuable Washington State historic and current data. This de-identified, but highly aggregated data provides the opportunity to compare changes over time in a range of data points collected by the Crisis Text Line. This ongoing, uninterrupted data collection and analysis is needed to support geographically and demographically targeted efforts to reduce and prevent suicide, self-harm, intimate partner violence, overdose, and other forms of harm. Losing access to this data would hinder ongoing prevention efforts statewide, increasing the potential likelihood of injury and harm. There is no alternative to the detailed datasets and analysis provided by the Crisis Text Line.</p> <p>The previous two (2) year cost was \$90,000. This two (2) year cost will be \$99,000. There is a 10% increase in the rate. This increase is reasonable and acceptable in consideration of steep inflation rate increases during 2021 and forecasted increases. The following are year on year inflation rates:</p> <ul style="list-style-type: none"> • 2021 – 7% • 2022 – 6.5% • 2023 – 3.4% • 2024 to date - 3%.
<p>6. Is the agency proposing this sole source contract because of special circumstances such as confidential investigations, copyright restrictions, etc.? If so, please describe.</p>	<p>No</p>
<p>7. Is the agency proposing this sole source contract because of unavoidable, critical time delays or issues that prevented the agency from completing this acquisition using a competitive process? If so, please describe. For example, if time constraints are applicable, identify when the agency was on notice of the need for the goods and/or service, the entity that imposed the constraints, explain the authority of that entity to impose them, and provide the timelines within which work must be accomplished.</p>	<p>No</p>
<p>8. Is the agency proposing this sole source contract because of a geographic limitation? If the proposed contractor is the only source available in the</p>	<p>No.</p>

DES Sole Source Question	DOH Program Manager Response
<p>geographical area, state the basis for this conclusion and the rationale for limiting the size of the geographical area selected.</p>	
<p>9. What are the consequences of not having this sole source filing approved? Describe in detail the impact to the agency and to services it provides if this sole source filing is not approved.</p>	<p>DOH has identified the services and the data CTL provides as part of a comprehensive suicide prevention approach. CTL services help fill a critical need related to data collection and analysis that no other agency in Washington, or nationally, can provide at this time. Without access to CTL data, DOH and its partners' ability to use trend and current data to inform suicide intervention and prevention efforts in the state would be significantly diminished.</p>
Sole Source Posting	
<p>10. Provide the date in which the sole source posting, the draft contract, and a copy of the Sole Source Contract Justification Template were published in WEBS.</p>	Contracts Office Use Only:
<p>a. If exempt from posting in WEBS, please provide which exemption.</p>	Contracts Office Use Only:
<p>b. If failed to post, please explain why.</p>	Contracts Office Use Only:
<p>11. Were responses received to the sole source posting in WEBS?</p>	Contracts Office Use Only:
<p>a. If one or more responses are received, list name of entities responding and explain how the agency concluded the contract is appropriate for sole source award.</p>	Contracts Office Use Only:
Reasonableness of Cost	
<p>12. Since competition was not used as the means for procurement, how did the agency conclude that the costs, fees, or rates negotiated are fair and reasonable? Please make a comparison with comparable contracts, use the results of a market survey, or employ some other appropriate means calculated to make such a determination.</p>	<p>The cost of a bi-annual custom contract for data with Crisis Text Line is \$99,000. This fee provides access to the premium data package which includes data collected from all CTL users that text CTL using Washington's key word HEAL as well as access to the custom data package that includes data collected from all CTL users that text using a WA area code.</p> <p>Through contracts with local crisis centers, 1 FTE for a crisis counselor costs an estimated \$60,000 annually depending on the geographic area of the state and the specific agency hiring the crisis counselor. An estimated 4-5 FTE would be needed to cover a crisis text line 24/7 indicating a minimum estimated investment of \$250-300,000. This estimate does not account for the potential volume of conversations. Additionally, a state-specific text service comparable to CTL would need to be promoted which could take years in order to yield the same</p>

DES Sole Source Question	DOH Program Manager Response
	<p>conversation volume that CTL already receives. A data collection system would also need to be developed and a streamlined system put in place to ensure consistency with data collection, reporting, and dissemination. Contracting with CTL for state-specific de-identified data is the most cost effective way to access rich, aggregate data, including data trends, that WA state agencies can use to improve prevention and intervention efforts across multiple topics, especially suicide.</p>

Note: The DOH Program’s contract manager must complete the attached and include with the completed Sole Source Legal Notice as part of your CPAR package, which should be processed through your division’s standard process. Contact the Contracts Group Mailbox at DOHCON.Mgmt@doh.wa.gov for assistance.

From: [DES Procedure PRO-DES-140-00A](#).