



STATE OF WASHINGTON
Washington State Department of Health
SOLE SOURCE POSTING

April 9, 2026

The Washington State Department of Health (DOH) contemplates awarding a sole source contract to **InductiveHealth Informatics, LLC** to provide **ESSENCE® (Electronic Surveillance System for the Early Notification of Community-based Epidemics)** Software-as-a-Service (SaaS) hosting, support, and system maintenance services for Washington State's syndromic surveillance program.

DOH requires this sole source contract because **InductiveHealth Informatics, LLC is the exclusive provider and authorized sublicensee of the ESSENCE® platform**, operated under license from the Johns Hopkins University Applied Physics Laboratory (JHU/APL). ESSENCE® is a specialized syndromic surveillance system used nationally by public health agencies to monitor emergency department and other real-time data sources for early detection of disease outbreaks and emerging health threats. InductiveHealth provides the managed SaaS environment, operational support, electronic messaging infrastructure, security controls, and hosting required to operate the platform. Services include configuration management, software updates, secure hosting infrastructure, and technical support necessary to maintain continuous operations.

The Washington State Department of Health currently utilizes ESSENCE® to support syndromic surveillance through the RHINO program and to integrate data feeds from emergency departments and other public health data sources. InductiveHealth provides the operational platform, onboarding support for reporting facilities, API support, and system enhancements necessary to maintain continuity of operations and federal reporting requirements. The platform is hosted in a secure environment meeting **FISMA-Moderate** and **HIPAA-compliant** security controls, including encryption, authentication, and monitored hosting infrastructure.

Because InductiveHealth holds the **exclusive rights** to operate and support the ESSENCE® SaaS platform and associated licensing, **no other vendor can provide equivalent hosting, operational support, or software licensing** for the existing ESSENCE® deployment without substantial disruption, system replacement, and migration costs. Continuing services with InductiveHealth ensures uninterrupted syndromic surveillance operations and maintains compatibility with **CDC NSSP BioSense** reporting and existing data pipelines used by DOH.

DOH intends to enter into a **ONE (1)-year contract** with InductiveHealth Informatics, LLC. The Purchase Order will be issued on or before **May 30, 2026**, and will continue for a one-year initial term. The cost of this ONE year contract is **\$80,000**. DOH may opt to extend the contract up to **three (3) additional ONE-year terms**, subject to the availability of funding and program need. DOH anticipates that each optional extension year would result in equal or slightly higher consideration

Vendors 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 by **2:00 p.m. Pacific Time**.

Vendors intending to submit a capabilities statement must be able to provide the services listed below.

Capability statements should address the following state requirements:

- *Ability to provide licensing, hosting, and operational support for the ESSENCE® syndromic surveillance platform, including SaaS deployment and system configuration management.*
- *Ability to provide secure hosting and operations compliant with HIPAA and FISMA-Moderate security controls, including encryption, authentication, and disaster recovery capabilities.*
- *Ability to support electronic syndromic surveillance messaging and integration with HL7 data feeds, including onboarding of reporting facilities and management of data ingestion pipelines.*
- *Ability to provide ongoing technical support, software updates, performance monitoring, and user training services for a statewide public health surveillance platform.*

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: Maria Rogers-Procurement Manager

Email: 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 and 208-53**

DOH Rev. 3/27/2026



PURCHASE ORDER

T163394 (e-mail)

Page Number
1 of 2

Purchase Order Date
APR/08/2026

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

Ship-to: GB3S
WA STATE DEPT OF HEALTH
OIT-TC2 CAMPUS IT SERVICE DESK
111 ISRAEL RD SE
TUMWATER WA 98501-5570

Bill-to: OIT
WA STATE DEPT OF HEALTH
OIT INVOICES
DOHHTSITBILLING@DOH.WA.GOV
PO BOX 47904
OLYMPIA, WA 98504-7904

AUTHORITY	F.O.B.	PAYMENT TERMS	REQUESTED BY	REQUISITION #
RCW 39.26.140	DESTINATION	NET 30	HARRY, CYNTHIA, 206-418-5553	REQ0300476

LINE NO.	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
1	*	<p>ESSENCE SOFTWARE: SYNDROMIC SURVEILLANCE PLATFORM YR TO SUPPORT INGESTION, STORAGE, PROCESSING AND ANALYSIS OF ED AND URGENT CARE VISIT DATA ONE (1) YEAR AGREEMENT PERIOD OF PERFORMANCE: 6/30/2025 - 6/29/2026</p> <p>AGENCY CONTACT: DOHHTSITbilling@doh.wa.gov PHONE NUMBER: 206-418-5563 EMAIL ADDRESS: DOHHTSITbilling@doh.wa.gov</p> <p>SEND INVOICES TO DOHHTSITbilling@doh.wa.gov</p> <p>DOH REFERENCE ONLY:REQ0300476</p> <p>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.</p> <p>Continued on next page...</p>	1 YR	80,000.00	80,000.00

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

AGENCY APPROVAL	DATE
<i>Robert R. Col</i>	APR/08/2026

PREPARED BY	DATE	T.I.N.	RECEIVED BY	DATE
ROBERT CODE	APR/08/2026	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
DETAILS PROVIDED ON SEPARATE PAGE															

ACCOUNTING APPROVAL FOR PAYMENT	DATE	WARRANT TOTAL	WARRANT NUMBER

Vendor Copy

Accounting Copy

Program Copy - Receiving Report



PURCHASE ORDER

T163394 (e-mail)

Page Number 2 of 2	Purchase Order Date APR/08/2026
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Supplier: SWV033860300
 INDUCTIVEHEALTH INFORMATICS
 2870 PEACHTREE RD NW
 STE 915-3304
 ATLANTA, GA 30305-2918
 Phone: 678-786-9260

Ship-to: GB3S
 WA STATE DEPT OF HEALTH
 OIT-TC2 CAMPUS IT SERVICE DESK
 111 ISRAEL RD SE
 TUMWATER WA 98501-5570

Bill-to: OIT
 WA STATE DEPT OF HEALTH
 OIT INVOICES
 DOHHTSITBILLING@DOH.WA.GOV
 PO BOX 47904
 OLYMPIA, WA 98504-7904

AUTHORITY	F.O.B.	PAYMENT TERMS	REQUESTED BY	REQUISITION #
RCW 39.26.140	DESTINATION	NET 30	HARRY, CYNTHIA, 206-418-5553	REQ0300476

LINE NO.	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
				Tax:	7,840.00
				Total:	87,840.00

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

AGENCY APPROVAL	DATE
<i>Robert R. Cole</i>	APR/08/2026

PREPARED BY	DATE	T.I.N.	RECEIVED BY	DATE
ROBERT CODE	APR/08/2026	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
DETAILS PROVIDED ON SEPARATE PAGE															

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 or 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: T163394
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	5722760Y	100.00%	80000.00	0.00 (0.00%)	7840.00 (9.80%)	87840.00
PO TOTAL:							80000.00	0.00	7840.00	87840.00

*** End of report ***



PROCUREMENT REQUEST

1. REQUESTING UNIT ADDRESS WA State Department of Health 101 Israel Rd SE, TC1, Tumwater, WA 98501		LOCATION CODE GX3	2. SHIP TO ADDRESS WA State Department of Health 101 Israel Rd SE, TC1, Tumwater, WA 98501			LOCATION CODE GX3	
3. REQUESTED VENDOR NAME, ADDRESS, PHONE & FAX NUMBER Inductive Health Informatics 2870 Peachtree Rd NW, #915-3304 Atlanta, GA 30305-2918 SWV0338603-00				4. BILL-TO ADDRESS WA State Department of Health 101 Israel Rd SE, TC1 Tumwater, WA 98501		LOCATION CODE GX3	
5. ITEM	6. COMMODITY CODE MANUFACTURER'S PART NO/ISBN	7. DESCRIPTION		8. QUAN	9. UNIT	10. UNIT PRICE	11. EXTENDED PRICE
1		Syndromic surveillance platform to support ingestion, storage, processing and analysis of ED and urgent care visit data		1	EA	\$80,000.00	\$80,000.00
2							\$0.00
3							\$0.00
4							\$0.00
5							\$0.00
12. ACCOUNT CODING - Attach additional sheet if required						13. SUBTOTAL	\$80,000.00
MASTER INDEX	SUB OBJECT	SUB SUB OBJECT	PERCENTAGE OR AMOUNT		14. SHIPPING		\$0.00
5722760Y	JC	3111	\$80,000.00		15. TAX		
FEDERAL FUNDS? Yes						16. TOTAL	\$80,000.00
PERCENTAGE? 100%							
17. JUSTIFICATION - (If Time Sensitive, Indicate Date Required) 1/27/2025 See attached sole source justification documents							
18. REQUESTER - Please SIGN & PRINT /s/Cynthia Harry				19. REQUESTER PHONE/EMAIL cynthia.harry@doh.wa.gov		20. DATE COMPLETED 3/31/2026	
21. PROGRAM AUTHORIZATION - Please SIGN & PRINT /s/Ryan Koval				22. DATE SIGNED 4/1/2026		PROCUREMENT USE ONLY	
23. ADDITIONAL APPROVAL - Please SIGN & PRINT				24. DATE SIGNED			

DIVERSITY SOURCING RECORD

1. EXEMPTIONS FROM DIVERSITY EFFORTS (while exemptions are allowable, have you taken the opportunity to consider diverse business options?)

Expenditure of funds is subject to specific federal law, state law, or funding source guidelines for award. Attach relevant documentation (i.e. legislative bill, grant award, etc.) and/or provide brief explanation:

Interagency LHJs, Tribal agreements, Memo of Understanding or other non-financial agreements; established pricing agreements or sole source; conferences, training, hotels.

Other applicable exemption:

If any selection above has been made, stop here.

2. STATEWIDE CONTRACT SEARCH

The State of Washington DES policy prioritizes the utilization of statewide contracts. If a diverse business is available on a statewide contract, they **must be considered first**. For the purpose of this form, diverse businesses are certified (or qualify for certification) with the Office of Minority, Women Business Enterprises (OMWBE), Department of Veteran Affairs (DVA), and/or registered in WEBS as a self-certified small business.

This purchase is being made from DES Statewide Contract # ; diverse vendor name:

OR

This purchase is being made from DES Statewide Contract # ; non-diverse vendor name:

If a statewide contract is being utilized, stop here.

If a statewide contract cannot fulfill the program need, and a decision is made to purchase from a vendor that is not on contract, it must be explained by program and approved by Contracts and Procurement Office. A purchase of this nature is subject to Direct Buy limits of \$30,000; \$40,000 with a diverse business (minority, woman, veteran, and/or small) as defined in RCW 39.26.010(22).
Provide explanation: no statewide vendor for this service - see sole source justification documents attached
Diversity Sourcing Record Section 3 must be completed.

If a diverse business on a statewide contract cannot fulfill the program need, and a decision is made to purchase from a vendor that is not on contract, it must be explained and approved by the requesting program's Appointing Authority or designee and the Contracts and Procurement Office. A purchase of this type is subject to Direct Buy limits of \$30,000; \$40,000 with a diverse business (minority, woman, veteran, and/or small) as defined in RCW 39.26.010(22).
Provide explanation including Appointing Authority or designee approval: no statewide vendor for this service - see sole source justification documents attached
Diversity Sourcing Record Section 3 must be completed.

3. CONFIRMATION AND RESULTS OF SEARCH (Contact SupplierDiversity@doh.wa.gov for assistance if needed)

Date of Search: 3/1/2025 Staff performing search: Cynthia Harry

Describe the program need (goods or services):
Essense is the only CDC-endorsed syndromic surveillance system in active use across Nssp, Inductive Health, the exclusive SaaS provider of ESSENCE, is approved to maintain CDC alignment and compliance standards.

Confirm search of the following sources:
 March 2025 searched [OMWBE Certified Business Search](#)
 March 2025 searched [WEBS](#)

List other sourcing searches, if any:

List results of search (include diverse business name and certification number):

Return via email to DOHFSPurchase@doh.wa.gov Version 01/12/2024

Washington State Department of Health ESSENCE[®] Support Renewal

Produced By: InductiveHealth
March 6th , 2026

All terms, conditions, and costs quoted in this response are valid for a period of 90 days from the effective date of the quote.
Contents of this document are confidential and proprietary to InductiveHealth and should only be used for purposes of evaluation.

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Proposal: Renewal: Washington State Department of Health Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE®)

Prepared for: Cynthia Harry, Deputy Chief Data Officer, cynthia.harry@doh.gov

Period of Performance: May 30th, 2026 through May 29th, 2027, + three (3) option years

Proposal Valid Until: May 29th, 2026

Scope of Work

Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE®) Software as a Service (SaaS)

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

- Coordinate regularly scheduled meetings with STLT staff (subject to STLT staff availability) to review open issues, new work, status of ongoing work, etc.
- Create and provide to the Syndromic Coordinator at a minimum, the status of open issues, recently closed issues, deliverables, and any perceived issues. This monthly report will also include onboarding metrics. This report must be submitted within 14 days of the end of the previous month.
- Provide ESSENCE®-related support for API calls (e.g., creating queries).
- Manage the configuration management and release control process for the Syndromic Surveillance and supporting systems.
- Provide new feature releases for ESSENCE® application (e.g., UX refresh).

Support

- Provide ongoing support services for addressing ESSENCE® application questions and end-user support during normal business hours M-F 11am-7 pm EST (phone, email, web).
- 24x7x365 online support is available via our online Jira portal at <https://inductivehealth.atlassian.net/serviceesk>
- Provide one (1) standard training session delivered via web conferencing for end users and client instructors per contract period.

Electronic Messaging

- Provide support and maintenance for existing SFTP connections and utilize Engage, Connect, Validate, OperateSM Methodology to onboard/re-onboard additional facilities as requested by the public health agency.

Security

- Secure the system using FISMA-Moderate and HIPAA-compliant security controls, verified by independent security scanning and auditing. This includes 256-bit SSL connections, end-user authentication for logging into the system, data encryption, updated virus protection, and multi-factor authentication, among other security controls.

Hosting

- Provide and maintain a Production and Staging/Testing hosted environment for the Syndromic Surveillance Platform and supporting sub-systems, utilizing computer hardware exceeding application minimum specifications, hosted in a Tier 3 data center with multiple internet backbone links.
- Provide system support services include software upgrades, hotfixes, and patch deployment.
- The InductiveHealth standard maintenance window is from 10pm Friday – 4 am ET Saturday. Any system or application maintenance will occur during this window.
- Provide system performance tuning to ensure performant user interface, database, and reports.
- Provide off-site daily system backups and a target disaster recovery time objective of 24 hours.
- Provide 99.5 percent uptime of the Client's production environment exclusive of any scheduled maintenance and support.

Emergency Medical Services (EMS) Data Source

- **Preparation Phase:**
 - Confirmation that data source is available and can be received regularly
 - Determine data source fields and finalize data schema in a file format
- **Configuration and Mapping Phase:**
 - Map agreed-upon schema to database
 - Configure Mirth for data field processing
 - Data flow set up and configuration within ESSENCE
- **Testing and Validation Phase:**
 - Obtain sample data from client
 - Ingest sample data in Client's test environment
 - Internal Regression testing to confirm data populating as expected and filters are appropriately created for the new fields
 - Mitigation or remediation of any observed issues
 - Client User Acceptance Testing
- **Error Handling and Production Deployment Phase:**
 - Issue Remediation, Mitigation, or Resolution Plan
 - Client approval and sign off to push data source to production environment
- **Production:**
 - Project will be considered complete and accepted when data from Poison Control and EMS is flowing into Production environment

Price Proposal & Assumptions

SaaS - Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE®)

Service Description	Per Unit Cost	Unit	Months	Total Cost
ESSENCE® - Software as a Service (SaaS)	\$ 80,000.00	1	12	\$80,000.00
			SUBTOTAL:	\$80,000.00

Service Description	Per Unit Cost	Unit	Months	Total Cost
Option Year 1 ESSENCE® - Software as a Service (SaaS)	\$ 84,000.00	1	12	\$84,000.00
Option Year 2 ESSENCE® - Software as a Service (SaaS)	\$88,200.00	1	12	\$88,200.00
Option Year 3 ESSENCE® - Software as a Service (SaaS)	\$92,610.00	1	12	\$92,610.00
			SUBTOTAL:	\$264,810.00

General Pricing Assumptions

- Fixed Monthly Fees are incurred upon contract execution, invoiced monthly in arrears and are due net 30. Our firm-fixed price is based upon receipt of payment amounts defined on the cost form and in accordance with the project schedule submitted in the Scope of Work section of this proposal. Future project activities and associated costs will be determined through later discussions and negotiations and are not included in the proposal.
- Standard pricing includes an annual fee escalation aligned to the U.S. Consumer Price Index (CPI) or 5%, whichever is higher.
- Pricing assumes InductiveHealth provides a managed solution via software-as-a-service (SaaS) and reserves the right to allocate human and technology resources to the project at the sole discretion of InductiveHealth across the period of performance.
- Additional services requested by client not included in the Scope of Work are billable at \$225 per hour. All additional services must be preauthorized by client in writing and will be subject to the provisions hereof.

General Assumptions

- Assumes an initial term of 12-month period of performance plus three (3) option years.
- 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.
- InductiveHealth will make use of existing InductiveHealth intellectual property in the performance of this work, including processes, reusable artifacts, documentation, software, and configurations. This agreement does not convey any right or title to any InductiveHealth intellectual property, beyond the use of certain InductiveHealth intellectual property during the period of performance in support of the delivery of the services in scope.
- Scope assumes timely decision making by client. Timely decision making is defined as no more than three business days.
- Deliverable acceptance cannot be unreasonably withheld, and all requested changes will be mutually agreeable between the Client and InductiveHealth.

- Scope assumes that Client will designate a single point of contact for InductiveHealth to coordinate implementation activities and operations.
- By default, deliverables will be considered accepted five (5) business days after submission or as defined upon contract award.
- Solutions and managed services will be delivered in English.
- Assumes use of InductiveHealth's change and configuration management solutions, ticket tracking system, and documentation repository for all phases of contract delivery.
- Assumes implementation and operations using the InductiveHealth Cloud structure.
- InductiveHealth, as the incumbent, has no transition in one-time services.

Assumptions – ESSENCE®

- Requires Client acceptance of ESSENCE® End User Terms and Conditions
- InductiveHealth will manage electronic message processing utilizing industry-standard integration engines.
- 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.
- 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.
- Up to 1000 Reporting Facilities included. A Reporting Facility is defined based on a unique MSH-4 value contained in the ADT HL7 message. 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.
- The total number of Reporting Facilities is calculated by querying the transactional database for all messages received electronically (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. Incremental additional facilities and the associated work will be scoped and billed separately.
- Emergency Department and Urgent Care 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.
- 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.
- 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.
- Includes up to 2TB 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 an annual rate of \$250 per year per 250GB.
- Includes ESSENCE Sublicense rights and related upgrades and enhancement 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.
- Business workflows and functional requirements must align with standard ESSENCE® and CDC (Nssp)

technical workflows and parameters.

- Any customizations or support for customizations specific to the public health agency's instance will be defined and scoped through our change request process. Customizations include but are not necessarily limited to the following:
 - Query Portal changes (e.g., adding new fields, configurations)
 - CCDD Category changes (e.g., adding new, reprocessing historical, revising existing)
 - Mapping functionality changes
 - Dashboard and Report Development
- Additional data source development, mapping, and integration beyond what is listed in the below section will be defined and scoped through our change request process and may require separate estimation, pricing, and contracting with JHU/APL. Additional sources include Inpatient, Death, Poison Control, EMS, School Absenteeism, OTC, Prescriptions, etc.

Client-Specific ESSENCE Assumptions

- Assumes InductiveHealth will receive data from a single point via Washington State Department of Health.
- Assumes InductiveHealth will be responsible for feed management to CDC'S NSSP BioSense Platform or other Federal reporting system.
- Assumes Client will be responsible for onboarding/re-onboarding facilities and will work with InductiveHealth to add facilities information in the ESSENCE® databases.
- Assumes continuation of reprocessing historical data (2018-present) migrated from Washington State Department of Health's internal databases.
- InductiveHealth will use Washington State Department of Health's Single-Sign-On (SSO) for user accounts.
- Current data sources: Emergency Department (ED), Air Quality, and Weather. Emergency Medical Services (EMS) to be added.
- 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.

EMS Assumptions

- Data will be received through ImageTrend data warehouse
- WA DOH currently has a paid version of ImageTrend's Datamart product

ESSENCE® End User Terms and Conditions (EULA)

Definitions

- **“Agreement”** means the agreement entered into between Customer (also referred to herein as Client) and InductiveHealth subject to the terms and conditions of this EULA.
- **“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 - EULA, 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 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 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 End User Terms, and upon termination of these End User 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 End User 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 End User Terms is solely that of independent contractors, and nothing contained in these End User 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 End User 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 End User 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 End User Terms. If any provision of these End User 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 End User 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 End User 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 End User 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 End User 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 End User Terms is the entire agreement between InductiveHealth, JHU/APL and Customer with respect to the subject matter of these End User Terms, and InductiveHealth and Customer agree that all other prior agreements, proposals, representations, and other understandings concerning these End User Terms, whether oral or written, are superseded, and replaced in their entirety by these End User 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."

Sole Source CONTRACT Filing Justification Template

DOH Contract Number:

T163394

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 are required to be [registered in WEBS](#) prior to the Contract filing. Vendors are required to do this themselves and ensure they are registered with appropriate commodity codes. Additionally, all applicable WEBS commodity codes for the product or services being procured including those commodity codes used by the prospective sole source vendor, will be listed in the sole source Legal Notice.**

What is a sole source contract?

"Sole source" means a contractor providing goods or services of such a unique nature or sole availability 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 the benefits of a competitive contract.

To Expedite CPO's and DES's Review and Approval of the Sole Source Contract, please provide clear and compelling answers to the following justification questions.

DES Sole Source Question	DOH Program Manager Response
Specific Problem or Need	
1. What is the <u>business need or problem</u> that requires this contract?	InductiveHealth Informatics, LLC is the exclusive provider authorized to sublicense, host, operate, and support the ESSENCE® platform developed by the Johns Hopkins University Applied Physics Laboratory (JHU/APL). ESSENCE® is proprietary software, and JHU/APL permits only InductiveHealth to provide

DES Sole Source Question	DOH Program Manager Response
	<p>SaaS hosting, system operations, and support services. No other vendor is licensed or authorized to host, maintain, or operate the ESSENCE® platform. InductiveHealth provides secure hosting, configuration management, software updates, HL7 data integration, API support, onboarding of reporting facilities, and user/system administration. Because InductiveHealth is the only vendor legally and technically able to provide ESSENCE® operational services, they are the only practicable source for this contract.</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 <u>unique features, qualifications, abilities or expertise</u> of the contractor proposed for this sole source contract.</p>	<p>DOH conducted market research to determine whether alternative sources were available for ESSENCE® hosting and operational support. This included reviewing federal and state syndromic surveillance platforms, vendor capabilities, and the proprietary licensing structure of ESSENCE®. Research confirmed that ESSENCE® is proprietary software owned by JHU/APL and that InductiveHealth is the sole authorized operational provider. No other vendors are licensed or permitted to host, maintain, or operate ESSENCE®. Because DOH already operates ESSENCE® statewide, transitioning to another platform would require a full system replacement, redevelopment of all data integrations, re-onboarding of reporting facilities, retraining of users, and disruption to statewide surveillance and federal reporting. Based on this due diligence, DOH determined that InductiveHealth is the only practicable source for continued ESSENCE® operations.</p>
<p>3. <u>What kind of market research</u> 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 source. These include 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,</p>	<p>DOH conducted market research to determine whether any alternative vendors could provide the required ESSENCE® hosting, licensing, and operational support services. This included reviewing federal and state syndromic surveillance platforms, vendor capabilities, and publicly available information on ESSENCE® licensing and system operations. DOH also reviewed trade publications, national public health surveillance resources, and vendor offerings to identify any organizations that may provide ESSENCE®-compatible hosting or support. This research confirmed that ESSENCE® is proprietary software owned by the Johns Hopkins University Applied Physics Laboratory (JHU/APL) and that InductiveHealth Informatics, LLC is the sole authorized operational provider licensed to host, maintain, and support the ESSENCE® SaaS platform. No other vendors are</p>

DES Sole Source Question	DOH Program Manager Response
<p>mail, e-mail, other), and documentation demonstrating an 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>licensed, permitted, or technically capable of providing ESSENCE® hosting or operational support. Because only InductiveHealth and JHU/APL are authorized providers, no additional vendors were contacted. Contacting other vendors would not have been meaningful, as no other entity can legally or technically perform the required services. Replacing ESSENCE® with a different platform would require a full system migration, redevelopment of all data integrations, re-onboarding of reporting facilities, retraining of users, and disruption to statewide surveillance and federal reporting. Based on this due diligence, DOH determined that InductiveHealth is the only practicable source for continued ESSENCE® operations.</p>
<p>4. <u>What considerations were given to unbundling the goods and/or services in this contract, which would provide opportunities for Washington small, diverse, and/or veteran-owned businesses. Provide a summary of your agency's unbundling analysis for this contract</u></p>	<p>The services required under this contract cannot be effectively unbundled. ESSENCE® is delivered as an integrated Software-as-a-Service platform that includes hosting infrastructure, system maintenance, software licensing, configuration management, and operational support. These components are inseparable because the contractor must have authorized access to ESSENCE®'s proprietary architecture, licensing rights, and system configuration tools.</p> <p>No portion of the work can be separated in a way that would create opportunities for Washington small, diverse, or veteran-owned businesses without compromising system integrity, violating licensing restrictions, or disrupting statewide syndromic surveillance operations.</p>
<p>5. <u>As part of the market research requirements, include a list of statewide contracts reviewed and/or businesses contacted, date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an 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.</u></p>	<p>DOH reviewed statewide contracts associated with commodity codes 208-36 and 208-53 in both WEBS and the DES State Contract vendor list to determine whether any existing agreements could meet the ESSENCE® hosting, licensing, or operational support requirements. No statewide contracts were identified that provide ESSENCE® hosting, licensing, or operational support services.</p> <p>Because ESSENCE® is proprietary software with restricted licensing, only InductiveHealth Informatics, LLC and JHU/APL are authorized to provide ESSENCE® SaaS hosting and operational support. As a result, no additional vendors were contacted, as no other businesses could legally or technically perform the required work under any circumstances.</p>
<p>6. <u>Per the Supplier Diversity Policy, DES-090-06: Was this purchase included in the agency's forecasted needs report?</u></p>	<p>Yes</p>

DES Sole Source Question	DOH Program Manager Response
<p>7. Describe what targeted industry outreach was completed <u>to locate small and/or veteran-owned businesses</u> to meet the agency’s need?</p>	<p>Because the ESSENCE® platform is proprietary and all operational, hosting, and support services are restricted to the licensed operator of the software, targeted outreach to other vendors—including small, diverse, and veteran-owned businesses—would not produce qualified providers.</p> <p>As part of its due diligence, DOH evaluated whether any Washington small, diverse, or veteran-owned businesses provide ESSENCE® SaaS hosting or are authorized to support the ESSENCE® platform. DOH confirmed that only the licensed ESSENCE® operator is permitted to provide these services, and no small or veteran-owned businesses are authorized or technically able to perform this work.</p> <p>For this reason, targeted outreach was not conducted, as no other businesses could meet the proprietary licensing requirements or perform the contract under any circumstances.</p>
<p>8. Provide a detailed and compelling <u>description that includes quantification of the costs and risks mitigated</u> by contracting with this contractor (i.e. learning curve, follow-up nature).</p>	<p>Continuing services with InductiveHealth mitigates several operational and financial risks.</p> <p>Operational risks avoided include disruption to statewide syndromic surveillance operations, loss of near real-time monitoring capabilities for disease outbreaks, and interruptions to federal reporting obligations. ESSENCE® currently supports monitoring of emergency department visits and other surveillance indicators across hundreds of reporting facilities.</p> <p>Replacing the platform would require procurement and implementation of a new surveillance system, redevelopment of data ingestion pipelines, migration of historical data, reconfiguration of analytics queries and dashboards, and retraining of public health staff and partners. These activities would significantly increase cost and could disrupt surveillance operations during the transition.</p> <p>Maintaining the existing system avoids these risks while ensuring continuity of surveillance monitoring, data ingestion, and analytics capabilities.</p>
<p>9. Is the agency proposing this sole source contract because of <u>special circumstances</u> such as confidential investigations, copyright restrictions, etc.? If so, please describe. <input type="checkbox"/> Not Applicable</p>	<p>Yes.</p> <p>This sole source is based on copyright and licensing restrictions. The ESSENCE® platform is proprietary software owned by the Johns Hopkins University Applied Physics Laboratory (JHU/APL) and operated under an exclusive licensing arrangement with InductiveHealth Informatics, LLC. These licensing restrictions limit all hosting, operational support, and system maintenance to</p>

DES Sole Source Question	DOH Program Manager Response
	the authorized ESSENCE® operator. No other vendor is legally permitted to access or support the platform.
<p>10. Is the agency proposing this sole source contract because of <u>unavoidable, critical time delays or issues</u> that prevented the agency from completing this acquisition using a competitive process? If so, please describe. <i>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.</i></p> <p><input type="checkbox"/> Not Applicable</p>	Not Applicable
<p>11. What are the <u>consequences of not having this sole source filing approved?</u> Describe in detail the impact to the agency and to services it provides if this sole source filing is not approved.</p>	<p>Failure to approve this sole source contract would result in the loss of hosting, maintenance, and operational support for the ESSENCE® syndromic surveillance platform. Without these services, the Department of Health would be unable to operate the statewide system used to monitor emergency department visits and other real-time indicators of emerging public health threats.</p> <p>Loss of ESSENCE® operations would immediately disrupt statewide syndromic surveillance, interrupt data ingestion from hundreds of reporting facilities, and impair DOH's ability to detect disease outbreaks, monitor trends, and support time-sensitive public health decision-making. It would also jeopardize required federal surveillance reporting activities that rely on ESSENCE® data flows.</p> <p>In short, without approval of this sole source contract, DOH would face significant operational, public health, and compliance impacts, including the inability to maintain continuous statewide surveillance capabilities..</p>
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 proposed cost of \$80,000 for a one-year period is consistent with pricing for ESSENCE® SaaS hosting and operational support services provided to other state and local public health agencies. As part of its reasonableness assessment, DOH reviewed pricing information available from comparable ESSENCE® deployments and confirmed that the proposed rate aligns with the standard cost structure for this proprietary platform.</p>

DES Sole Source Question	DOH Program Manager Response
	DOH also evaluated the scope of services included in the contract—such as hosting infrastructure, system maintenance, software upgrades, security compliance, monitoring, and user support. Given the specialized nature of ESSENCE®, the proprietary licensing restrictions, and the comprehensive operational services provided, the Department determined that the proposed pricing is fair, reasonable, and consistent with market expectations for this type of public health surveillance system.
Sole Source Posting	
13. Confirm Program and Contractor agree that the drafted Contract document is in final form. <input type="checkbox"/> Yes	Contracts Office Use Only:
14. 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.	Contracts Office Use Only:
a. If failed to post, please explain why.	Contracts Office Use Only:
15. Were responses received to the sole source posting in WEBS?	Contracts Office Use Only:
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.	Contracts Office Use Only:

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.

- [POL-DES-140-00-Sole-Source \(wa.gov\)](#)
- [FAQs for POL-DES-140-00 Sole Source \(wa.gov\)](#)
- [DES-Procedure PRO-DES-140-00](#)
- [Glossary for POL DES 140-00 Sole Source Contracts \(wa.gov\)](#)