

AOS-L-21-4019
7 February 2023

To: State and Local ESSENCE Users

From: S. Lewis, Deputy Mission Area Executive, Johns Hopkins University Applied Physics Lab

Subject: Transition of Operational and Maintenance Support Agreements for State and Local ESSENCE Instances

In January 2021, we communicated to your organization that The Johns Hopkins University Applied Physics Lab (APL) had entered into a partnership with Inductive Health Informatics (InductiveHealth) to help expand the jurisdictional reach and accessibility of the Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE). After thoughtful consideration and in keeping with our organizational mission, we have now decided to fully transition the state and local operational and maintenance responsibilities for the ESSENCE software to InductiveHealth. This letter reaffirms the relationship between JHU/APL and Inductive Health.

The transition aligns with APL's role as a University Affiliated Research Center (UARC). As a UARC, APL serves to fill strategic research and development needs for the U.S. Government, yet is restricted from competing with private industry beyond the research and development phase. More specifically, APL provides impactful contributions in research areas that meet critical national needs and for situations in which market drivers are needed to incentivize technology development and private industry.

ESSENCE support of state and local installations arose from a void in the commercial market, during which APL developed and engineered a software solution to enable the U.S. Government to track disease outbreaks within various populations. Over time, the scope of APL's contributions shifted from development to sustainment practices, demonstrating ESSENCE's successful evolution from its inception. As a Trusted Agent to the U.S. Government dedicated to providing essential engineering, research and development services, APL is responsible for transitioning technologies to industry once they reach sufficient maturity. Accordingly, APL is pleased to announce the transition of future sustainment and maintenance operations of ESSENCE to InductiveHealth to better enable APL to focus on the development of next-generation health surveillance technologies. As part of this transition, APL will continue to support existing agreements through their expiration date.

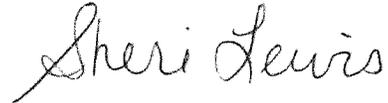
At this time, we would like to point out the following options to execute the ESSENCE software:

1. Contract directly with InductiveHealth to receive future enhancements, bug fixes, maintenance support, etc.; or
2. Utilize the existing ESSENCE system as-is.

We are happy to facilitate your organization's transition efforts during this important phase and invite you to directly reach out to Ms. Sheri L. Lewis (APL) at the contact information below should you have any questions or desire to discuss further.

Engagements with state and local entities as operational end users enable us to conduct the applied research necessary to develop novel technologies for public health, and in that spirit, we welcome the opportunity to collaborate on future R&D initiatives.

Sincerely,

A handwritten signature in cursive script that reads "Sheri Lewis".

Sheri L. Lewis
Deputy Mission Area Executive
National Health

Point of Contract for this memorandum is:

Sheri L. Lewis
11100 Johns Hopkins Road
Laurel, MD 20723

Email: Sheri.Lewis@jhuapl.edu
Office: (240) 228-7604

**Vendor Certification Addendum to Tarrant County Contracts
Entered Into on or After September 1, 2021
Required by New Texas State Laws
[Not required if all contracting parties are governments]**

This Addendum relates to the following contract: ESSENCE SOFTWARE
[Enter description of contract above]

FISCAL FUNDING ACKNOWLEDGMENT

Notwithstanding any language to the contrary, Vendor acknowledges TARRANT COUNTY is a governmental entity and agrees TARRANT COUNTY (customer) may terminate this Agreement for future fiscal years if sufficient funding is not appropriated or allocated.

LEGAL COMPLIANCE

In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based

energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

Vendor is EXEMPT from Certification as set out above.

Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:



Signature of Certifying Person

James Maglione

Printed Name of Certifying Person

Director of Contracts

Title of Certifying Person

InductiveHealth Informatics
Name of Vendor Company

1/30/2024
Date Certified



January 30, 2024

InductiveHealth Informatics LLC
2870 Peachtree Rd NW #915-3304
Atlanta, GA 30305-2918
solutions@inductivehealth.com
www.inductivehealth.com

Tarrant County Public Health
Rasneet Kumar
1101 S. Main St.
Ft. Worth, Texas 76104
rskumar@tarrantcounty.com

RE: ESSENCE - Tarrant County Public Health - InductiveHealth Informatics LLC Sole Source Justification

Dear Rasneet Kumar,

This letter serves to provide details on the InductiveHealth Informatics LLC ("InductiveHealth") SaaS Surveillance Cloud which contains a full disease surveillance system including the Early Notification of Community-based Epidemics (ESSENCE) application currently used by Tarrant County and the entire Texas Region 2-3 for syndromic surveillance, relative to sole source procurement under Texas Local Government Code, Section 262.024(a)(7)¹

InductiveHealth is the exclusive licensee² of ESSENCE for industry-leading enhanced syndromic surveillance capabilities. Through InductiveHealth's commercial partnership with the Johns Hopkins University Applied Physics Laboratory (JHU APL)³, InductiveHealth is at the forefront of research, development, and enhancement of advanced syndromic surveillance. More than twenty-five (25) jurisdictions utilize ESSENCE to monitor and respond to public health events through anomaly detection. ESSENCE has proven critical to the COVID-19 response at the national and state/territory levels.

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

InductiveHealth is the only commercial vendor to offer a complete surveillance solution that includes ESSENCE.

¹ Texas Local Government Code, Section 262.024(a)(7). Accessed via <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.262.html>

² <https://www.jhuapl.edu/PressRelease/210114-APL-ESSENCE-inductive-health-informatics-partnership>

³ Reference enclosed *Attachment A - Notice of Transition of Operational and Maintenance Support Agreements for State and Local ESSENCE Instances*



We look forward to the opportunity to continue to serve the Tarrant County Public Health with this important capability.

Should you have any further questions or if we can provide any additional details, please let us know.

Regards,

A handwritten signature in black ink, appearing to read "James Maglione".

James Maglione

Director of Contracts

InductiveHealth Informatics LLC

Phone: 714-390-1465

Email: james.maglione@inductivehealth.com ; contracts@inductivehealth.com

InductiveHealth ESSENCE Sole Source Justification TXTR_1.30.24

Final Audit Report

2024-01-30

Created:	2024-01-30
By:	Alyaa Altabbaa (alyaa.atabbaa@inductivehealth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXNeZbYZzrRnXkCLzTYz9ZIYP9HC_IPk2

"InductiveHealth ESSENCE Sole Source Justification TXTR_1.30.24" History

 Document created by Alyaa Altabbaa (alyaa.atabbaa@inductivehealth.com)
2024-01-30 - 9:44:55 PM GMT

 Document emailed to James Maglione (james.maglione@inductivehealth.com) for signature
2024-01-30 - 9:44:59 PM GMT

 Email viewed by James Maglione (james.maglione@inductivehealth.com)
2024-01-30 - 9:45:25 PM GMT

 Document e-signed by James Maglione (james.maglione@inductivehealth.com)
Signature Date: 2024-01-30 - 9:46:26 PM GMT - Time Source: server

 Agreement completed.
2024-01-30 - 9:46:26 PM GMT

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Forefront Topco, LLC dba InductiveHealth Informatics, LLC
 Atlanta, GA United States

Certificate Number:
 2024-1118029

Date Filed:
 01/30/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Tarrant County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 TBD ESSENCE
 ESSENCE SAAS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
17th Street Mavericks, LLC	Atlanta, GA United States	X	
Diversis Capital Partners II, L.P.	Los Angeles, CA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is James Maglione, and my date of birth is 02/07/1987.

My address is 2870 Peachtree Road NW #915-3304, Atlanta, GA, 30305, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fulton County, State of Georgia, on the 30 day of January, 2024.
(month) (year)



Digitally signed by James Maglione
 Date: 2024.01.30 16:21:06 -05'00'

Signature of authorized agent of contracting business entity
 (Declarant)



Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

James Maglione, Director of Contracts _____ (Name)
InductiveHealth Informatics _____ (Company)
2870 Peachtree Rd NW #915-3304 _____ (Address)
Atlanta, GA, 30305 _____ (Address)
078692538 UEI - YJU4YJWQN6E1 _____ (DUNS Number)

PHONE 678-786-9260 -- FAX 800-991-2996 "Attn: InductiveHealth #3304"
EMAIL contracts@inductivehealth.com _____

 _____ Signature 1/30/2024 _____ Date