Lone ★ Star
Circle of Care

Request for Proposal

Ambient Listening and AI-Assisted Clinical Documentation

Proposal Due:

Friday, November 22, 2024, 3:00 pm CT

Lone Star Circle of Care

AmbientListeningRFP@lscctx.org

All documents herein or associated with this project shall comply with federal, state, and local regulation and are subject to federal review by the Health Resources and Services Administration (HRSA).

LSCC will not entertain bids from contractors currently listed on the U.S. General Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

I. INTRODUCTION

A. Purpose

Lone Star Circle of Care (LSCC) is seeking proposals from vendors for an artificial intelligence (AI)-assisted clinical documentation solution that features ambient listening and generative AI. The software should meet the needs of all clinical departments and provide a comprehensive, secure, and user-friendly solution. Interested vendors must comply with the requirements in Section II–A to be considered in the process. This Request for Proposal (RFP) is being released to invite interested parties to prepare and submit proposals that meet the objectives and functional requirements specified in Section II-G, in accordance with instructions provided herein. A party or vendor that submits a proposal in response to this RFP shall be referred to herein as a "Respondent." LSCC may select a Respondent to contract with LSCC to implement such solutions and services.

B. Background

LSCC is a Federally Qualified Health Center (FQHC) and nonprofit, tax-exempt corporation dedicated to providing comprehensive primary care, integrated behavioral health, dental, and mobile mammography services to persons of all ages, cultures, and economic backgrounds across six counties in Texas. LSCC holds Ambulatory Care and Behavioral Health accreditation by The Joint Commission (TJC), which is recognized nationally as the gold seal of approval in healthcare quality and safety. Additionally, LSCC's 27 clinic locations are certified through TJC as a Primary Care Medical Home (PCMH).

LSCC currently employs over 700 individuals, including physicians, advanced practice providers, clinical support staff, and administrative personnel.

II. PROPOSAL CONDITIONS

- LSCC is not obligated to any course of action as the result of this RFP. Issuance of this RFP does not constitute a commitment by LSCC to award any contract.

- LSCC is not responsible for any costs incurred by any Respondent or its agents in the RFP response preparation or presentation.

- Information submitted in response to this RFP will become the property of LSCC.

- All Respondent proposals will be kept private from other Respondents.

- LSCC reserves the right to modify this RFP at any time and reserves the right to reject any or all responses to this RFP, in whole or in part, at any time.

A. Minimum Requirements

All Respondents submitting a proposal must meet the following criteria:

i. Respondent must be compliant with all Federal (e.g., HIPAA, HITECH), State, and or other accrediting body health information security standards for data integrity, confidentiality, auditing, and availability.

ii. Respondent's solution must fully integrate with AthenaOne electronic health record (EHR) and vendor must be a registered Athenahealth Marketplace partner.

iii. Respondent must be financially stable, as determined by LSCC in its sole discretion after review of Respondent financial documentation required as part of the proposal or reasonably requested by LSCC.

iv. Respondent's proposal must name third-party entities or contractors that will be used during the implementation or in the ongoing provision of the ambient listening and generative AI services.

v. Respondent, its principals, and any individuals or entities who will perform services for LSCC under an awarded contract must be eligible for participation in federal healthcare programs and not listed as debarred or excluded on the HHS Office of Inspector General's List of Excluded Individuals and Entities, the federal government's System for Award Management, the Office of Foreign Assets Control list of Specially Designated Nationals, International Trade Administration Consolidated Screening List or any state's exclusion or sanction list.

vi. All customer data (including raw audio recordings, transcriptions, structured data, and generated notes) must be stored, processed, and transmitted only within the contiguous United States.

vii. Respondent's products and services must support clinical documentation functions for the following service-lines: Family Practice, Pediatrics, Behavioral Health, Obstetrics and Gynecology, Senior Care, Dental, and Optometry.

viii. Respondent's products and services must include:
- Ambient listening and note generation that is fully integrated within AthenaOne (as opposed to recording a conversation in a non-integrated application that requires manual copy/paste of the generated note into AthenaOne).
- Multilingual capabilities
- Real-time processing: clinical notes are generated and available for review nearly immediately after ending the recording.
- Flexible note templates and documentation styles, per specialty and individual provider preferences

B. **Additional Considerations**

Although not absolute requirements, the following additional functionality is considered important and will be considered in the selection process:
- Role-based access for clinical support staff (i.e., nurses, medical assistants)
- Ability to map generated text to structured fields within the AthenaOne EHR, rather than storing all documentation as free text or unstructured text blobs.

- Clinical decision support. Examples: ICD-10 diagnosis coding support, clinical alerts or coding prompts based on narrative and/or manually entered field-level data, support for hierarchical condition coding (HCC).

- Integration with orders and medications, enabling completion of structured lab or diagnostic orders or queuing up pharmacy-ready prescriptions by voice command

- Assistant functionality, such as the ability to pull up prior laboratory or diagnostic results or the date of the last encounter, via voice command

C. **Correspondence**

Requests for information (RFI) may be submitted to LSCC by November 8, 2024. LSCC will respond to all RFIs in a single responsive document on November 15, 2024. All RFIs should be sent via email and directed to the following LSCC contact (**Point of Contact**):

Tracy Angelocci, MD
Senior Strategic Advisor
AmbientListeningRFP@lscctx.org

D. **Unauthorized Contact**

Any unapproved contact with LSCC staff regarding this RFP is highly discouraged and may result in Respondent's disqualification from this process.

E. **Modifications**

LSCC reserves the right to issue addenda or amendments to this RFP.

F. **Contingencies**

This RFP does not commit LSCC to award a Contract. LSCC reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and delete any requirement from this RFP if LSCC determines that it is in LSCC's best interest to do so. LSCC will notify all Respondents, in writing, if LSCC rejects all proposals.

DEADLINE FOR RESPONSE

Respondents must submit an electronic copy of their proposed solution in PDF format to **AmbientListeningRFP@lscctx.org** in accordance with the following schedule:

Timeline	
Process	**Deadline**
LSCC Issues RFP	10/21/2024
RFIs Due	11/8/2024
LSCC Issues Responses to RFIs	11/15/2024
RFP Responses Due	11/22/2024
Vendor of Choice Selection	12/20/2024

Submissions will be confirmed by reply email. RFP responses are due by 3:00 pm Central Time on November 22, 2024. <u>Late proposals will not be evaluated.</u>

SUBMISSION PROCESS AND REQUIREMENTS

Responses shall be submitted in PDF format and sent using electronic mail. Send your response to: **AmbientListeningRFP@lscctx.org** before the time and date specified above. Receipt will be acknowledged via email. Please include the words "**RFP: Vendor Response**" in the subject line.

Respondents should organize their proposals as defined below to ensure consistency and to facilitate the evaluation of all responses. All the sections listed below must be included in the proposal, in the order presented, with the Section Number listed. The responses shall be submitted in the following format:

- **Section 1** – **Executive Summary**
Provide a concise summary of the products and services proposed.
Provide a reference list of three current customers including names, addresses, email addresses, and phone numbers of persons not employed by Respondent who LSCC may contact. Reference sites that are federally qualified health centers and those with at least 50 provider licenses are preferred.
- **Section 2** – **Vendor Profile** *(provide answers using the templates and instructions below)*
- **Section 3** – **Specifications** *(provide answers using the templates and instructions below*)
Section 4 – **Implementation Plan**
Provide a high-level implementation plan with estimated timeline; describe titles, responsibilities, and credentials for the proposed staff during LSCC's AI-Assisted Clinical Documentation project; and list all projects, including approximate dollar value and anticipated completion date(s), that will be undertaken simultaneously by the staff proposed to implement LSCC's AI-Assisted Clinical Documentation project.
- **Section 5** – **Cost Estimate** *(provide answers using the template and instructions below)*

G.   **Vendor Profile, Specifications, and Cost Estimate**

VENDOR PROFILE

Using the template below, please provide the requested information on your organization. Your response to a specific question may be attached to this section as an additional page if necessary.

VENDOR PROFILE	
General	
Name	
Address (Headquarters)	
Address Continued	
Main Telephone Number	
Website	

Publicly Traded or Privately Held	
Total current FTEs	
Parent Company (if applicable)	
Name	
Address	
Address Continued	
Telephone Number	
Main Contact	
Name	
Title	
Address	
Address Continued	
Telephone Number	
Fax Number	
Email Address	
Market Data	
Number of years with a General Release offering that includes ambient listening and AI assisted documentation	
Number of **live customers** (not individual provider licenses) using the proposed ambient listening/AI note generation solution	
Number of live customers that are a Federally Qualified Health Center	
Breakdown of customers **by number of provider licenses** for the proposed solution (<10 providers, 11-25, 26-50, >50)	
Number of new solution installations over the last 2 years?	
Number of **active provider licenses** by provider type (family practice/primary care, pediatrics, OBGyn, behavioral health, and specialist)	
Product Information	
Product name and version #	
When is your next version release?	
What is your standard release cadence?	
Additional Information	
Timeframe to receive demonstration of product	
Has your company acquired, been acquired, merged with other organizations, or had any "change in control" events within the last three (3) years? (If yes, please provide details.)	
Is your company planning to acquire, be acquired, merge with other organizations, or have any "change in control" events within the next three (3) years? (If yes, please provide details.)	

Does your company use resellers to distribute your product(s)?
    If yes, please answer the following:
      – What is your reseller structure?
      – Who are your resellers that are authorized to sell within Texas?
    If no, please answer the following: What is your distribution and sales structure?	

Please provide information on any outstanding lawsuits or judgments within the last five (5) years. Please indicate any cases that you cannot respond to as they were settled with a non-disclosure clause.

SPECIFICATIONS

When responding to each item in the specifications section, where applicable, place an "X" under one of the following columns: **"Yes, included"** = the function is available in the system, and it is part of the basic system; **"Yes, Addtl. Cost"** = the function is available but at an additional cost; or **"No"** = the function is not available.

Use the column labeled "**Comments / Clarifications**" to include additional information you wish to include as part of your response. This column can also be used to indicate if a function is not currently available but will be available in a future release by indicating the version number and approximate month/year when the function will be available. No comment or clarification should exceed half a page in length. Comments and Clarifications may be provided on a separate attachment.

Specifications	Yes, Included	Yes, Addtl. Cost	No	Comments / Clarifications
athenaOne Integration				
Effort: Is the solution completely integrated within Athena, with no need to begin/end the voice recording in another application or to copy/paste the generated note into the Athena encounter note?	☐	☐	☐	
Platforms: Is the solution integrated with both athenaOne and athenaOne Mobile?	☐	☐	☐	
Technical: Do we need to authenticate with solution servers or services outside of our athenaOne EHR (SSO or credentials passthrough)?	☐	N/A	☐	
Limitations: Are there limitations on sections of the athenaOne patient record where ambient listening can be used for note generation (i.e., particularly sections not typically a part of a patient encounter, such as posting results.)	☐	N/A	☐	
Speech Recognition and Natural Language Processing				
Specificity: Can solution identify and exclude non-medically relevant portions of conversation? If yes, how does parsing for relevancy differ in Behavioral Health encounters?	☐	N/A	☐	

Specifications	Yes, Included	Yes, Addtl. Cost	No	Comments / Clarifications
Specialization: Is the system trained for medical jargon, including acronyms, in multiple specialties and languages (including primary care, behavioral health, and OBGyn)? If yes, describe further.	☐	☐	☐	
Timeliness: Is the note generated in real-time and immediately available for review once the recording is stopped? What is the average lag time?	☐	N/A	☐	
Support for Transcription: Ability to toggle off generative AI and produce notes verbatim from transcription?	☐	☐	☐	
Deduplication: Does system exclude duplicative narrative from the generated note?		N/A	☐	
Multiple Speakers: Do transcript and generated note identify narrative source when there are multiple speakers (i.e., patient, parent, translator, provider, etc.)?		N/A	☐	
Contextual Understanding: Does system understand contextual cues for mapping data? Example: the difference between family and personal medical history?		N/A	☐	
Complex Narratives: Can the system parse multi-layered narratives? *Example: If provider says "The patient has hypertension and diabetes. Blood pressure is well controlled on current regimen. We'll increase the Metformin to 500mg twice a day," will the generated note break out the two diagnoses and correctly record the plan for each individual diagnosis?*	☐	N/A	☐	
Multi-Step Data Extraction: Can the system understand and extract structured data that is unrelated but spoken in a single sentence? *Example: If provider says, "Blood pressure is 140/90 and I'm prescribing Lipitor 20mg per day," is that all generated as a free text assessment and plan only, or is the blood pressure recorded as structured data in the vital signs fields and is a new prescription queued up?*	☐	☐	☐	

Specifications	Yes, Included	Yes, Addtl. Cost	No	Comments / Clarifications
Voice Commands: Can the ambient listening (microphone on/off control) be voice-activated?	☐	N/A	☐	
Voice Commands: Can providers create voice prompts to drop an existing athenaOne macro into the encounter note?	☐	N/A	☐	
Voice Commands: Can providers use voice prompts to edit the generated noted? If yes, please provide more detail about that functionality.	☐	N/A	☐	
Interruptions: Can provider start, pause, resume recording? Are there time limitations to consider?	☐	N/A	☐	
Customization				
Voice Commands: Can organizations and individual providers customize voice commands and macros? If yes, describe that process.	☐	☐	☐	
Note Layout: Can providers customize the generated note style (sentences/paragraphs vs bulleted lists), levels of detail vs brevity, etc.? If yes, further describe.	☐	☐	☐	
Documentation Workflow: Is the system flexible in adapting to different types of visits, workflows, and charting styles? If so, further describe. *Examples: Does the system support custom templates for notes or forms? Can AI learn specific terminology, treatment plans, or workflows?*	☐	☐	☐	
User Interface: Can the user interface adapt to user preferences without compromising the uniformity of notes across all medical records? If so, explain which aspects of the UI are customizable.	☐	☐	☐	
Multi-Language Support				

Specifications	Yes, Included	Yes, Addtl. Cost	No	Comments / Clarifications
Multi-Language Conversation: Does the solution support multiple languages or translations for diverse patient populations (ingesting mixed-language conversation and producing the note in English)? If so, which languages are supported? *Examples: Provider speaking in both English and Spanish, and patient speaking only in Spanish. Three-way conversation, with provider speaking English, patient speaking Spanish, and a phone-based/remote professional interpreter.*	☐	☐	☐	
Robustness: Does the system have robust medical lexicon for those supported languages, including terms for diagnoses, procedures, medications, and anatomical references? How does the system ensure accurate recognition and transcription of medical terminology in different languages?	☐	N/A	☐	
Structured Data Capture: When the voice input is in a language other than English, can the data still be extracted to populate specific fields in the EHR and support ICD diagnosis coding? (Assuming that functionality is available in English.)	☐	N/A	☐	
Translation: Does the system offer real-time translation capabilities? If so, what translation accreditation or certifications do you hold? What additional ways can you demonstrate translation expertise?	☐	☐	☐	
Coding & Structured Data Support - Diagnoses				
Diagnosis Coding Support: Does the product identify diagnoses, including the specific International Classification of Diseases (ICD) codes relevant to the conversation? *If yes, please answer the remainder of the questions in this section.*	☐	☐	☐	
Workflow: How and when in the workflow does the system present potential diagnoses to the provider for selection or confirmation?	☐	N/A	☐	

Specifications	Yes, Included	Yes, Addtl. Cost	No	Comments / Clarifications
Context: Does the system consider prior diagnoses, clinical context (labs, medications, diagnostic results), and/or pertinent information from the existing medical record when suggesting diagnoses (as opposed to only information from the encounter narrative)?	☐	N/A	☐	
Rationale: Can the system provide supporting documentation or clinical rationale when certain codes are suggested, to assist providers in decision-making or documentation?	☐	N/A	☐	
Additional Diagnoses: Will the system prompt diagnoses that are not discussed at the encounter but may be relevant? *Examples: Suggest a diagnosis of hypertension based on the recording of elevated blood pressure? Prompt for annual recapture of Hierarchical Condition Category (HCC) diagnoses?*	☐	☐	☐	
Complexity: Can the system suggest multiple codes for complex diagnoses (e.g., diabetes with multiple specific complications or comorbidities)?	☐	N/A	☐	
Customization: Can the system be configured to prioritize certain codes based on provider or organizational preference, specialty-specific coding, or payer guidelines?	☐	☐	☐	
Prioritization: Does the software prioritize, or rank diagnosis codes based on clinical relevance, severity, or billing guidelines? If so, how does it determine the primary diagnosis in cases of multiple conditions?	☐	N/A	☐	
Coding & Structured Data Support – Labs and Medications				

Specifications	Yes, Included	Yes, Addtl. Cost	No	Comments / Clarifications
Field-Level Data Capture: Is the system context-aware and able to provide field-level data capture? *Examples:* 1.) *Can a provider speak to generate lab orders in the EHR (as opposed to just a free text note that states the lab will be ordered)?* 2.) *Can the system create pharmacy-ready medication orders with drug name, dose, frequency, route, etc.* 3.) *Can a provide speak vital signs or onsite laboratory results and capture that data as structured in the appropriate fields?*	☐	☐	☐	
Custom Data Capture: Can the system be customized to map extracted data to specific fields in EHR templates?	☐	☐	☐	
Form Entry: Can the system handle voice input of structured data into EHR forms, such as checkboxes, dropdown lists, and radio buttons?	☐	☐	☐	
Vocabularies: Does the system adopt industry standard coding standards (examples: LOINC, SNOMED, RXnorm)?	☐	N/A	☐	
Generated Note Review and Editing				
Note Review: Describe the provider review step before the generated note is dropped into the encounter. Does the review happen in one step, i.e., entire note review, or must the provider open and review each section of the SOAP note independently?	N/A	N/A	N/A	
Editing: Describe the process for a provider to make edits, additions, or deletions to the generated note.	N/A	N/A	N/A	
Suggested Diagnoses: Are suggested diagnoses ever added to the note prior to a provider review and confirmation step?	☐	N/A	☐	
Clinical Decision Support				

Specifications	Yes, Included	Yes, Addtl. Cost	No	Comments / Clarifications
Clinical Decision Support: Is there any support for (or integration with other products) to provide prompts, alerts, or clinical decision support? If yes, provide details.	☐	☐	☐	
Accuracy				
Benchmarking: Do you provide accuracy benchmarks for speech recognition and transcription? If yes, provide details.	☐	N/A	☐	
If yes to question above, is the accuracy of speech recognition and transcription benchmarked for different languages? Is there a measurable difference in accuracy between languages?	☐	N/A	☐	
Accuracy of Diagnosis Assignment: Is the accuracy rate of the software suggesting diagnosis codes tracked? If yes, provide numerator and denominator used to generate the accuracy rate. Can you provide benchmark data, case studies, or third-party validation demonstrating the accuracy across different medical specialties?	☐	N/A	☐	
Accuracy of Structured Data Capture: Is the accuracy rate of transforming conversational data into structured data (e.g., vital signs, diagnoses, prescriptions, lab orders) measured?	☐	N/A	☐	
Quality Assurance: Is there a quality assurance process to monitor the accuracy of data populating into structured EHR fields? If yes, please describe.	☐	N/A	☐	
Error Handling: Does the system handle field-validation rules in the EHR? *(Example: Provider uses a month and day to record a date, but the EHR field also requires year.)*	☐	N/A	☐	
Error Handling: Can the system reconcile conflicting data? *Examples: Provider mentions two different blood pressure readings. Or more than one member of the clinical team uses the system simultaneously in a given patient's record.*	☐	N/A	☐	

Specifications	Yes, Included	Yes, Addtl. Cost	No	Comments / Clarifications
Learning: When a provider corrects structured data fields, does the system learn from this feedback and improve future accuracy?	☐	N/A	☐	
Updates: Does the software stay up to date with changes in clinical coding standards, such as annual updates to ICD-10 or CPT codes? If so, is there a specific update schedule for incorporating changes?	☐	N/A	☐	
Logic Model: Does the software cross-reference diagnosis codes with established clinical guidelines (e.g., CMS guidelines, clinical decision support tools) to ensure that the suggested codes align with best practices for specific conditions?	☐	N/A	☐	
Role-Based Access and Workflow Integration for Support Staff				
Role-Based Access: Does solution allow role-based access for non-provider users (e.g., medical assistants, nurses)? *If yes, please answer remainder of questions in this section.*	☐	☐	☐	
Concurrent Use: Can the provider and a support team member use the system simultaneously (in the same patient record)?	☐	N/A	☐	
Workflow Support: Does the system support specific task-based use cases and workflows, such as: *1.) Intake/rooming a patient – medical history, allergies, vital signs* *2.) Medication reconciliation* *3.) Follow-up instructions and patient education* *4.) Pre-Visit and Post-Visit Tasks – Does the system support documentation needs outside of the patient conversation, such as pulling forward history or medication lists before a visit or finalizing lab orders and referrals after the patient is gone?*	☐	☐	☐	
Analytics and Reporting				
Reporting: Is there a standard reporting package? If yes, list the metrics that are measured	☐	☐	☐	

Specifications	Yes, Included	Yes, Addtl. Cost	No	Comments / Clarifications
Performance Monitoring: Are there tools for monitoring system usage and provider efficiency? Can the system provide insight on how much time providers are saving on documentation or how their note quality and accuracy are improving over time?	☐	☐	☐	
Success Metrics/ROI: Describe the typical return on investment your customers experience, supported by statistics or case studies. Explain the factors that contribute to these outcomes and how you measure ROI for your clients (enhanced productivity, provider satisfaction, reduction in after-hours charting, etc.) What is the average time to value?	N/A	N/A	N/A	
Patient Consent				
How is patient consent for ambient listening obtained and documented?	N/A	N/A	N/A	
Can the system track a given patient's global opt out to recordings, so they are not asked at each subsequent encounter?	☐	N/A	☐	
AI Bias and Model Transparency				
Are measures in place to prevent bias in the AI model, especially in diverse patient populations (e.g., racial, linguistic, gender biases)? How do you provide transparency into how the AI model is trained and validated to minimize these risks?	☐	N/A	☐	
Can customers review and audit how AI decisions are made (e.g., why the system recommended certain terms or structured data)? Is there an ability to provide feedback to improve the AI's decision-making?	☐	N/A	☐	
Data Security				
Is all data (including raw audio recordings, transcriptions, structured data, and final generated note) stored, processed, and transmitted ONLY within the United States?	☐	N/A	☐	

Specifications	Yes, Included	Yes, Addtl. Cost	No	Comments / Clarifications
How long are the various types of data listed in the question above saved? How and where is that data stored? Are there configurable options to store or delete recordings and transcripts based on internal policies?	N/A	N/A	N/A	
Does the system provide end-to-end encryption for audio and text data?	☐	N/A	☐	
Is the output (recordings, transcriptions) used for further system 'learning' or any purpose other than creating the note in real time? If it is used for learning, is that data made available to train any public AI model?	☐	N/A	☐	
Does the vendor or any third party have access to the stored data (e.g., for performance monitoring, system maintenance, or AI model training)?	☐	N/A	☐	
How does the product ensure compliance with federal healthcare regulations (HIPAA, HITECH)?	N/A	N/A	N/A	
Does the system provide detailed audit logs for review and compliance purposes?	☐	N/A	☐	
Is there any notation in the encounter note or the EHR database that ambient listening and AI-assisted note generation technologies were used (other than perhaps a notation of patient consent)?	☐	N/A	☐	
Hardware and Equipment				
What types of devices (e.g., smartphones, smart speakers, or dedicated devices) are supported for ambient listening?	N/A	N/A	N/A	
Is the equipment different for a telemedicine encounter versus in-person?	☐	N/A	☐	
Training, Customer Support, and Enhancements				
Describe the new user training process.	N/A	N/A	N/A	
Do you offer provider education on how to use the system and how to edit AI generated content?	☐	☐	☐	

Specifications	Yes, Included	Yes, Addtl. Cost	No	Comments / Clarifications
List self-service tools and resources (e.g. FAQs, knowledge bases, user forums, online training modules) that clients can access independently to resolve issues or enhance their use of your product.	N/A	N/A	N/A	
Do you engage in regular business reviews with clients to ensure ongoing alignment and address any areas for improvement?	☐	N/A	☐	
What is the frequency of software updates and maintenance, and how are those processes handled?	N/A	N/A	N/A	
Detail the process for handling customer interactions, from logging requests or complaints to resolution and follow-up.	N/A	N/A	N/A	
Clarify whether customer support is managed in-house or outsourced, including the rationale for your approach.	N/A	N/A	N/A	
List methods available for obtaining support (e.g., online chat, phone, and/or other electronic forms of communication).	N/A	N/A	N/A	
Explain how both support issues are prioritized.	N/A	N/A	N/A	
Describe the process for submitting requests for enhancements.	N/A	N/A	N/A	
Is there a forum for customers to see (and support, upvote) enhancement requests from other customers and/or share best practices?	☐	N/A	☐	
Provide current service level benchmarks for issue resolution.	N/A	N/A	N/A	
Pricing Model				
If licensing is per user, please define 'user' (i.e., FTE MD, all clinical staff, etc.).	N/A	N/A	N/A	
How does licensing account for residents, part time clinicians, and midlevel providers?	N/A	N/A	N/A	
Explain the thresholds or criteria for volume discounts within your pricing structure.	N/A	N/A	N/A	
Are there additional licensing fees associated with enabling multilingual support?	☐	N/A	☐	
Describe licensing model and cost for support staff (i.e., medical assistants, nurses). Is there a discounted or tiered pricing model based on role or frequency of use?	N/A	N/A	N/A	

Specifications	Yes, Included	Yes, Addtl. Cost	No	Comments / Clarifications
Are there different pricing packages based on the features offered? For example, a basic package with speech-to-text and a premium package for advanced AI-assisted features like structured data capture or analytics?	☐	N/A	☐	
Detail the pricing for any provider education offered.	N/A	N/A	N/A	

COST ESTIMATE

For the proposed product solution, please provide cost estimates based upon a typical installation and annual costs. To allow us to be able to compare responses, please assume that the product is going to be used at "x" number of sites with "x" number of providers. Also, any additional details regarding cost or pricing that may be helpful in our analysis should be included as well.

LSCC currently employs more than 120 providers. Use of this software solution will be voluntary; as such, the number of required provider licenses has not yet been determined. Please provide pricing for both 50 providers and 100 providers and describe any tier-based pricing.

Please use the following template, if possible—or attach a cost estimate proposal that includes answers to each question below — *and provide it as a separate document within the RFP response.*

One-time implementation fees:	
Training fees:	
Consulting fees:	
Initial year costs (include all fees for license, use, access, etc.)	
For **50** full-time providers:	
For **100** full-time providers	
For each additional provider:	
For non-provider clinical support staff (Assume 2 FTE support staff per FTE provider. Describe your non-provider pricing model. Is there an additional fee for support staff? Is there a defined number of included staff per FTE provider license?):	
Please provide the pricing algorithm used to calculate this cost.	
Ongoing annual costs (include all fees for maintenance, support, use, access, etc.)	
For **50** full-time providers:	
For **100** full-time providers	

For each additional provider:	
For non-provider support staff:	
Please provide the pricing algorithm used to calculate this cost. Also, please provide your policy regarding price increases.	

III. PROPOSAL EVALUATION AND SELECTION

A.   Evaluation Process

All proposals will be subject to a standard review process developed by LSCC. The evaluation will be based on the written proposal as submitted and may additionally include interviews.

B.   Evaluation Criteria

1. Initial Review. All proposals will be initially evaluated to determine if they meet the following minimum requirements:

    a. The proposal must be complete, in the required format, and comply with all stated requirements.

    b. Respondents must respond to all applicable questions and requirements.

    c. Respondents must meet the requirements as stated in the Minimum Respondent Requirements as outlined in Section II-A. Failure to meet all these requirements may result in a rejected proposal.

2. Compliance Review. Because LSCC is a Federally Qualified Health Center subject to government procurement requirements, all Respondents will be evaluated according to the following compliance criteria.

    a. Respondent integrity

    b. Compliance with public policy

    c. Record of past performance, including privacy and security of healthcare information

    d. Financial and technical resources

    e. Responsiveness of the proposal

    f. Verification that Respondent and its principals are eligible for participation in government contracts

C.   Award of Contract

LSCC reserves the right, for any reason, to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP. Respondents are advised that the lowest cost proposal will not necessarily be awarded the Contract (defined in Section IV, below), as the selection will also be based upon qualification criteria described later in this document.

D. **Limitation of Liability**

LSCC will not compensate any Respondent for any costs incurred in preparation and submission of a proposal, or for any presentation made. Respondents submit proposals at their own risk and expense. Issuance of this RFP does not imply an obligation upon LSCC to enter into a contractual agreement with any Respondent. LSCC reserves the right without qualification to select a Respondent based on, in part, but not exclusively, the content of the proposal, experience with the Respondent, cost, and any other relevant information as well as recommendations concerning the Respondent's respective record of past performance with other clients.

E. **Conflict of Interest**

LSCC may refuse to consider any proposal and may immediately terminate any Contract if it determines that any improper consideration was offered to any officer, employee, or agent of LSCC with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process, and including after a Contract has been awarded. Respondent shall immediately report any attempt by an LSCC officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Respondent. The report shall be made to the Point of Contact.

F. Respondents are invited to submit a confidential proposal for consideration. Submission of a proposal indicates that the Respondent has performed the due diligence necessary to create a proposal, and has included all attachments, exhibits, schedules, and addenda (as applicable). Proposals must be submitted in the format described in Section II.

G. An LSCC selection team comprised of appropriate LSCC members will open and evaluate all submissions and, if in the best interest of LSCC, select a limited number of Respondents to move on to final negotiations.

H. Respondents may be required to adjust their proposals as appropriate to meet LSCC operational and financial parameters.

I. LSCC will review and evaluate final proposals and will determine if awarding a contract to a selected Respondent is appropriate.

IV. CONTRACT REQUIREMENTS

The contents of the winning proposal (if any) will become contractual obligations. Failure to accept such obligations in a contractual agreement (Contract) may result in cancellation of the award. Failure to accept the following additional terms in a Contract, or other terms reasonably requested by LSCC, may also result in cancellation of the award.

A. **General Requirements**

1. Representation of LSCC. In the performance of the services, Respondent, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of LSCC.

2. Primary Contact. Respondent will designate an individual to serve as the primary point of contact for the Contract. Respondent or designee must respond to LSCC inquiries within two (2) business days. Respondent shall not change the primary point of contact without advance written notice to LSCC.

3. Subcontracting. Respondent's sub-contractors, if any, shall be disclosed in writing to LSCC and subject to the same terms and conditions as Respondent. Respondent shall be fully responsible, to the extent it is responsible for its own performance, for the performance and payments of any sub-contractor's contract.

4. Contract Assignability. Without the prior written consent of LSCC, the Contract is not assignable by Respondent either in whole or in part.

5. Contract Amendments. Respondent agrees that any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when written, executed, and attached to the original Contract in the form of an amendment and approved by the required persons at LSCC.

6. Procurement. Respondent understands and agrees that this RFP, and the initiative contemplated herein, is subject to federal procurement requirements and that all contracts for the services or related to the initiative described in this RFP, including small purchases, shall contain the procurement provisions found and referenced in 45 C.F.R. § 74.44, as applicable. Respondent agrees to adhere to all of the applicable provisions of 45 C.F.R. §§ 74.40 - 74.48 and 45 C.F.R. § 92.36.

7. Fraud and Abuse Law and Texas Occupations Code. Respondent will conduct itself in full compliance with applicable local, state, and federal law, including but not limited to, the Federal Fraud and Abuse Statutes and Regulations, specifically the False Claims Act (31 USC §§3729-3733), the Anti- Kickback Statute (42 USC §1320a-7b), the Civil Monetary Penalties provisions contained in Section 1128A of the Social Security Act (42 USC §1320a-7aa), Section 1877 of the Social Security Act (42 USC §1395nn), also known as the physician self-referral law and commonly referred to as the "Stark Law," as amended from time to time, the Texas Patient Solicitation Act (Tex. Occ. Code §§102.001 et seq. And the Texas Medicaid Fraud Prevention Act (Tex. Human Res. Code, Chs. 32 & 36). Neither Respondent nor LSCC will intentionally conduct itself during the RFP or under the terms of any resulting Contract in a manner to constitute a violation of these or any other laws.

8. Confidentiality. Respondent may learn confidential business, financial, operational, or other information about LSCC. Respondent shall keep all such information strictly confidential and shall not use the information for any other purpose other than to respond and prepare a proposal for this RFP or provide the services as set forth in a resulting Contract. Respondent shall indemnify and hold LSCC harmless against any claims related to Respondent's breach of this provision. This Section shall survive the termination of the Contract. Responses and proposals will be held confidentially and shared only with LSCC staff members and agents responsible for assisting LSCC with the evaluation of proposals. LSCC reserves the right to use proposals as evidence of compliance with state and federal procurement regulations.

9. <u>Equal Employment Opportunity</u>. Respondent shall comply, and shall ensure that its subcontractors comply, with the terms of Executive Order 11246 entitled "Equal Employment Opportunity," as such Executive Order may be amended and supplemented.

10. <u>Anti-Kickback</u>. Respondent shall comply, and shall ensure that its subcontractors comply, with the terms of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as such act may be amended and supplemented.

11. <u>Quality of Service</u>. All Services shall be performed in a diligent and workmanlike manner and in accordance with generally accepted professional and technical standards for the EHR industry. Respondent represents to LSCC that Respondent has and will have throughout the term of the Contract, all necessary staff and equipment to perform the services contemplated under the Contract, and that all staff performing such services shall have the appropriate technical and/or professional expertise to do so. Respondent shall satisfy the work product quality criteria set forth in the Contract. Payment of any fees under the Contract may be delayed or withheld until Respondent work product satisfies agreed upon quality criteria. Respondent represents that none of the work product shall infringe upon any other party's intellectual property rights and shall indemnify and hold LSCC harmless from any claims related to Respondent's breach of such representation.

12. <u>Termination for Convenience</u>. LSCC, at its convenience, may terminate the Contract in whole or in part within the first ninety (90) days by providing fifteen (15) days written notice of cancellation. If such termination is affected, an equitable adjustment in the price provided for in the Contract shall be made. Such adjustment shall provide for payment to Respondent for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Respondent shall promptly discontinue services unless the notice directs otherwise.

13. <u>Licenses and Permits</u>**.** Respondent shall ensure that it has all necessary licenses and permits required by the laws of federal, state, county, and municipal laws, ordinances, rules and regulations. Respondent shall maintain these licenses and permits in effect for the duration of the Contract. Respondent will notify LSCC immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses or permits may result in termination of the Contract.

14. <u>Notification Regarding Performance</u>. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Contract, Respondent shall notify LSCC within one (1) working day, in writing and by telephone.

B. **Process Integrity**

1. <u>Conflict of Interest</u>. Respondent shall represent that no LSCC officer or employee shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to Respondent or officer or employee of Respondent. Respondent shall represent that no offer (either directly or through an intermediary) for any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value, was made to or solicited by any officer, employee, or agent of LSCC to secure favorable treatment regarding the award of the Contract.

2. Inaccuracies or Misrepresentations. If, during the RFP process or in the administration of a resulting Contract, LSCC determines Respondent has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to LSCC Respondent may be terminated from the RFP process. In the event a Contract has been awarded, the Contract may be immediately terminated. LSCC shall have access to all appropriate legal remedies in response to such breach.

3. Public Announcements. Respondent will not make any public announcements regarding the RFP, the Contract or their respective contents or otherwise use LSCC's name or the name of the RFP or Contract without the prior written consent of LSCC.

C. **Monitoring and Auditing**

1. Right to Audit. LSCC and state and/or federal government agencies, shall have absolute right to monitor and audit the performance of Respondent in the delivery of services provided under the Contract.

   a. Respondent shall give full cooperation in any auditing or monitoring conducted. Respondent shall cooperate with LSCC in the implementation, monitoring, and evaluation of the Contract and comply with any and all reporting requirements established by LSCC.

   b. In the event LSCC determines that Respondent's performance of its duties or other terms of the Contract are deficient in any manner, LSCC will notify Respondent of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Respondent shall remedy any deficiency within forty-eight (48) hours of such notification. After this period, LSCC, at its option, may terminate the Contract immediately upon written notice, or allow Respondent more time to cure the deficiency and offset LSCC's related costs from any amounts due Respondent under the Contract or otherwise. LSCC shall have access to all appropriate legal remedies in response to such deficiency.

2. Availability of Records. Respondent's records pertaining to services delivered and all fiscal, statistical, and management books and records shall be available for examination and audit by LSCC, federal, and state representatives for a period of three years after final payment under the Contract or until all pending LSCC, state and federal audits are completed, whichever is later.

D. **Privacy and Security**

1. Business Associate Agreement. Respondent must execute LSCC's HIPAA Business Associate Agreement (BAA) that includes all provisions required under federal and Texas law. Respondent shall agree to indemnify LSCC for claims, liabilities, actions, demands, settlements, damages, costs, fees, and losses of any type, including reasonable attorneys' and professionals' fees and costs, arising in whole or in part, in connection with any claim that Respondent or its employees, officers, directors, subcontractors or agents, or any of the services provided by such individuals: (a) misappropriated, violated or infringed any third party's patent, copyright, trademark, trade secret, mask work or other intellectual property or proprietary right; (b) caused any bodily injury, personal injury, death or property damage,

including by negligent acts, omissions or willful misconduct; (c) failed to comply with any applicable law; (d) are entitled to participate in or receive benefits under any LSCC employee benefit plan, program or policy, or is, in any way, an employee of LSCC; and (e) any breach or alleged breach of agreements between the parties, including any unauthorized use or disclosure of LSCC confidential information, including protected health information. Respondent will maintain the following insurance policies with insurers having an AM Best Rating of A- or better: (u) commercial general liability with a limit of $1,000,000 per occurrence and in general aggregate; (v) commercial automobile liability with a combined single limit of $1,000,000 per occurrence; (w) workers' compensation in compliance with statutory requirements; (x) employer's liability with limits of $1,000,000 each accident, $1,000,000 by disease each employee and $1,000,000 by disease policy limit; (y) excess\umbrella liability with a limit of $5,000,000 per occurrence and in the aggregate with respect to coverage required in (a) and (b); and (z) technology professional liability with a limit of $5,000,000 per claim and in the aggregate covering, without limitation, claims relating to the inappropriate disclosure or breach of protected health information. Respondent shall add LSCC as an additional insured to such insurance on a primary, non-contributory basis and shall provide LSCC with certificates evidencing such coverage upon LSCC request. Respondent shall immediately notify LSCC in writing if Respondent's insurance is cancelled or otherwise fails to meet the criteria as described above.

2. <u>Security Risk Assessment</u>. Respondent agrees to participate in LSCC's annual Security Risk Assessment by providing all requested documentation and technical assistance as may be applicable and including but not limited to:

   a. Copies of Respondent's privacy and security policies.

   b. A network diagram illustrating how Respondent's support services will interact with LSCC's technical infrastructure.

   c. A copy of Respondent's Security Risk Assessment or a summary of Respondent's information security practices and activities sufficient to fulfill LSCC's obligations with respect to the HIPAA Security Rule.

   d. A contact who can provide technical assistance and answer questions when LSCC conducts its own Security Risk Assessment or a third-party or government auditor reviews LSCC's security and privacy practices.

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ATTACHMENT A: CERTIFICATION STATEMENT

Respondent Name	Owner Name & Telephone # (required if sole proprietorship)
Federal Tax ID #	Contact Name & Telephone & fax#
Mailing Address	Remittance Address

I am _____ representing _____
                    Representative Name   Respondent

I have the authority and do submit this proposal to Lone Star Circle of Care. I certify that:

1. All declarations in this proposal and attachments are true and correct to the best of my knowledge.

2. All aspects of this proposal, including cost, have been determined independently, with no consultation of any other prospective competitor for the purpose of restricting competition.

3. The offer made in this proposal is firm and binding for 120 days after receipt of the proposal by LSCC.

4. All aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded. Terms may only be modified by later written agreement of the parties.

5. I will provide LSCC with any additional information deemed necessary to accurately determine ability to perform services proposed. Furthermore, submission of this proposal constitutes permission by this organization for LSCC to verify all information contained herein. Failure to comply with any request for additional information may disqualify my organization from further consideration. Such additional information may include evidence of financial ability to perform.

6. My organization does not have any commitments or potential commitments which may affect or compromise its assets, lines of credit, guarantor letters, or ability to perform the contract.

7. Except with LSCC knowledge and written consent, my organization shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise my organization's professional or ethical judgment with respect to LSCC's existing EHR system and its integration with a new ambient listening and AI-assisted clinical documentation solution. In the event such a conflict arises during the proposal review or any Contract term, my organization will immediately notify LSCC in writing and LSCC shall have the option of rejecting my

organization's proposal or terminating the Contract. I disclose the following potential conflicts of interest on behalf of my organization:

[Indicate NONE or list the nature of each potential conflict of interest]

_____   _____
Signature of Authorized Representative   Date

_____
Printed Name

_____
Title