



BROWARD HEALTH

**303 SOUTHEAST 17TH STREET
FORT LAUDERDALE, FL 33316**

TRANSCRIPTION SUPPORT SERVICES RFP

REQUEST FOR PROPOSAL

**RELEASE DATE: Wednesday, March 18, 2015
DUE DATE: Prior to 3:00 P.M., Wednesday, April 8, 2015
RFP OPENING: 2:00 P.M., Thursday, April 9, 2015**

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**BROWARD HEALTH
REQUEST FOR PROPOSAL
“TRANSCRIPTION SUPPORT SERVICES RFP”**

SECTION I: INSTRUCTIONS FOR SUBMITTING A RESPONSE

1. North Broward Hospital District d/b/a Broward Health (Broward Health) will receive sealed responses (“Response[s]”) to this Request for Proposal (“RFP”) from persons or entities who wish to provide **“TRANSCRIPTION SUPPORT SERVICES RFP”** (“Contractor”). **Contractors must submit one (1) original and twenty five (25) copies of the sealed Specification Response with Contractor Name clearly printed on the front cover page of each submitted response. Additionally, Contractor shall submit two (2) complete responses on virus-free CD-Rom media with Contractor Name clearly labeled on each CD.**
2. Responses may be delivered in person, by registered mail, by U.S. mail or overnight delivery. All Responses must be directed to Broward Health Corporate Resource & Materials Management, Information Systems Center, 1608 SE 3rd Avenue, 2ND Floor, Ft. Lauderdale, Florida, 33316. All Responses must arrive in the Corporate Resource & Materials Management, Information Systems Center, **no later than 3:00 P.M. on Wednesday, April 8, 2015.** If submitting a Response by mail, Contractors must allow sufficient time for mailing. If submitting a Response by registered mail, the registered certification card will be returned to the Contractor acknowledging receipt of the Response only if requested.
3. Responses received after the closing time and date, for any reason whatsoever, will not be accepted or considered. Any disputes regarding timely receipt of a Response shall be decided in the favor of Broward Health.
4. Firms responding to this RFP may return your RFP response including the correct number of copies by placing your response (s) into a sealed container utilizing the suggested RFP identification label in this formal RFP. Any Response not returned in the appropriate format in a sealed container/envelope with a completed response label taped on the outside of the sealed container may be rejected. Please complete required information on the mailing label, complete company name and address in upper left hand corner, check the appropriate block on the lower left corner indicating a "RFP RESPONSE ENCLOSED.
5. All submitted Responses must be complete. If any part of the required material is not submitted in whole, the Response will be deemed incomplete and not acceptable. Supplemental information may be attached to the Response, but must be designated as such.
6. Under no circumstance may a Contractor withdraw or modify a Response after **3:00 P.M., Wednesday, April 8, 2015.**
7. Broward Health understands that the supplies, products, equipment, software or services requested in this RFP may vary from company to company in technique and material. All specifications set forth in this RFP are to be considered and construed as a general description of function, purpose and performance of the items desired. Any use of brand names or catalog numbers in the specifications is intended only as a description of the type of product and does not restrict bidding to any endorsed product. No Response will be disqualified from consideration where items offered by the Contractor are substantially equivalent in quality, purpose and standards, even though it does not correspond exactly to the description contained in the specifications. Where differences exist, they shall be separately identified in an addendum to the Response with a specific and concise explanation of what differences exist, why such differences do not substantially deviate from the quality, purpose and standards of the items specified, and define any impact on the construction schedule and electrical, mechanical or structural engineering calculations and/or specifications. Further data on such difference shall be provided if requested. The items and sizes shown on specification sheets are estimated requirements. Actual purchases may be more or less than quantities shown on specifications, but only the actual quantities required will be purchased.

8. Broward Health will consider qualified Contractors that can meet the requirements and specifications outlined in this RFP.
9. Employees and Officers not to Benefit - No Broward Health employee or officer shall have any ownership or monetary interest, share, or part of any contract. Nor shall any Broward Health employee or officer personally benefit monetarily or otherwise as a result of the execution of any contract related to this RFP.
10. Conflict of Interest - There shall be no dealings between the Contractor and Broward Health that might be construed as a conflict of interest. The Contractor shall provide Broward Health with any and all information pertaining to any dealings with Broward Health that might be construed as a conflict of interest.
11. **Broward Health Environmentally Preferred & Sustainable Procurement Practices (EPSPP) –** Broward Health is committed to the protection of the environment and providing a safe and healthy environment for our employees, patients and visitors. Recognizing the challenge to reduce the environmental footprint, Broward Health understands its responsibility to minimize waste, to use less toxic products, to improve occupational and patient health, and to reduce the use of hazardous material, while maintaining tight control on expenses and improving community relations. Being a good environmental steward does not end with Broward Health, but also applies to our vendors, as we recognize our impact as a major procurer of goods and services. Broward Health shall consider “green / sustainability initiatives” in its vendor solicitation and selection processes, whenever feasible, supporting environmentally responsible products and services that do not compromise existing sourcing practices and patient care and safety. To aid our efforts to sustain the environment, Broward Health requests all vendors to provide information on their company’s Green / Sustainability / Environmental Protection Policy, Practices and Products. This would include products and services whose environmental impacts have been considered and found to be less damaging to the environment and human health, when compared to competing products and services.
12. **Broward Health Supplier Diversity Program** - Broward Health (BH) is committed to ensuring the participation of Certified Diverse Vendors (CDV) in its procurement of goods and services. Broward Health’s Certified Diverse Vendors include SBEs, MBEs, and WBEs approved by one of BH’s certification partners.

Pursuant to this commitment, Broward Health, by an act of its Board of Commissioners, has adopted and implemented a Supplier Diversity Program; the provisions for which are coded in its General Administrative Policy No. GA-001-045 and reflected in its Procurement Code. In accordance therewith, Broward Health, at its discretion, applies certain Diverse Vendor Enhancements to ensure the participation of BH Certified Diverse Vendors in the procurement process. **Per the Supplier Diversity policy, a Diverse Vendor Enhancement of ____ evaluation points - RFP Scoring Criteria has been approved for this RFP.**

In addition, a Sub-contracting requirement of ____% CDV has been approved for Non-Certified Diverse Vendors. Prime Vendors/Contractors can obtain a list of BH Certified Diverse Vendors for sub-contracting via our online Certified Diverse Vendor Directory @ www.browardhealth.org/diversity. Any questions, please contact the Office of Supplier Diversity (OSD) at 954-847-4467.

13. **Contractor Registration** - Contractor must be a registered vendor with Broward Health to contract with Broward Health. If a Contractor is not registered with Broward Health, then any Response submitted will not be considered until the Contractor completes and submits the required registration. Registration can be accessed via Broward Health’s website at <http://www.browardhealth.org/registration>. All questions regarding the Registration process shall be directed to **Contracts Administration** at (954) 355-5133 or via email at vendorrelations@browardhealth.org.
14. Contractor Contact with Broward Health Representatives - Questions regarding RFP process and protocol should be directed to Mr. Juan Ugalde, Sourcing Manager via e-mail only at jugalde@browardhealth.org Technical questions should be directed via email only to Mrs. Jiff Finkelstein, CSMC Regional Manager

Medical Records, via e-mail: jfinkelstein@browardhealth.org. Electronic versions of this RFP may be received by e-mail request to rvdasilva@browardhealth.org

15. The submission of a Response shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of this RFP.
16. As a political subdivision, Broward Health is subject to the Florida Sunshine Act and Public Records Law. By submitting a Response, Contractor acknowledges that the materials submitted with the Response and the results of Broward Health's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Response.
17. PUBLIC ENTITY CRIMES: Section 287.133(2)(a) of the Florida Statutes states that a person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work, and may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list. Contractor's Response should include a verified certification that it has not been placed on the State's convicted Contractor list within the last 36 months. Please complete "Sworn Statement," Section of RFP document.
18. Responses will be opened in a Public RFP Opening in the Broward Health Information Systems Building, 2nd floor Purchasing Room, 1608 S.E. Third Avenue, Fort Lauderdale, Florida 33316 beginning at **2:00 P.M., Thursday, April 9, 2015.**

SECTION II: INFORMATION CONCERNING THE RFP PROCESS

1. This Request for Proposal (RFP) invites qualified firms to submit a proposal for consideration by Broward Health to provide: TRANSCRIPTION SUPPORT SERVICES RFP” with Broward Health. The successful candidate will have documented healthcare experience providing TRANSCRIPTION SUPPORT SERVICES RFP
2. Broward Health will use a two-part evaluation process for this RFP. In the first part (the Part A evaluation), Broward Health “TRANSCRIPTION SUPPORT SERVICES RFP” RFP Committee will review all timely submitted Responses with respect to completeness, accuracy and content, at a public scoring/evaluation meeting that will be held at a subsequent time; the particular dates, times and location will be noticed 72 hours prior to the public scoring meeting on the Broward Health “Sunshine Board” located on the first floor of the Broward Health Information Systems Building, 1608 S. E. Third Avenue, Ft. Lauderdale, FL 33316. The evaluation criteria for this “Part A” evaluation is more fully set forth in Section III below. Broward Health anticipates selecting and inviting approximately three Contractors whose scores on the “Part A” evaluation ranked the highest to make in-person oral presentations (the “Part B” Presentation Process) to Broward Health “TRANSCRIPTION SUPPORT SERVICES RFP” RFP Committee. The evaluation criteria for this “Part B” presentation is more fully set forth in Section III below. Following the “Part B” presentation, the scores from the “Part A” evaluation will be combined with the scores from the “Part B” presentation as detailed in “Part C,” which comprises the Contractor’s total score. Broward Health “TRANSCRIPTION SUPPORT SERVICES RFP” RFP Committee will then rank the Contractors based upon the total scores and submit the ranking to Broward Health Director of Corporate Resource & Materials Management for approval. Upon approval, Broward Health will then negotiate a contract with the highest ranked Contractor. If Broward Health is unable to negotiate a satisfactory contract for any reason, Broward Health shall formally terminate negotiations with the highest ranked Contractor. Broward Health shall then undertake negotiations with the second highest Contractor. Failing to negotiate a satisfactory contract with the second highest ranked Contractor, Broward Health shall again formally terminate negotiation and shall undertake negotiations with the third highest Contractor. Should Broward Health be unable to negotiate a satisfactory contract with any of the ranked Contractors, Broward Health shall either cancel or withdraw this RFP or select additional Contractors who submitted Responses in the order of their scoring and continue negotiations in accordance with this paragraph until an agreement is reached.
3. The issuance of this RFP constitutes only an invitation to submit a Response to Broward Health. Broward Health reserves the right to determine, in its sole discretion, whether any aspect of the Response satisfies the criteria established in this RFP.
4. No provision in the RFP is intended as a mandatory restriction or a limitation on the lawful authority and discretion of Broward Health. Broward Health reserves the right to waive, at any time prior to the acceptance of a Response, any RFP procedure or requirement that is not made mandatory by statute.
5. The issuance of this RFP and the receipt of information in response to this document shall not, in any way, cause Broward Health to incur any liability, financial or otherwise. Broward Health assumes no obligation to reimburse and shall have no liability to any Contractor for any costs, losses or expenses incurred by Contractor in connection with submitting a Response or otherwise. Broward Health reserves the right to use the information contained in any Response in any manner deemed appropriate.
6. Broward Health reserves the right, in its sole and absolute discretion, to change any of the terms and conditions of this RFP at any time.
7. Broward Health reserves the right to accept or reject, in whole or in part, for any reason whatsoever any or all Responses submitted. RFP responses that are not submitted on time and/or do not conform to Broward Health’s requirements will not be considered.
8. Broward Health reserves the right to award the contract under this RFP to a Contractor based on the complete Response, on any portion of the Response, or on any particular items of the Response, as it deems to be in the best interest of Broward Health.

9. Broward Health reserves the right, in its sole and absolute discretion, to withdraw, postpone or cancel this RFP at any time, including after an award is made and contract negotiation have begun. Broward Health further reserves the right to re-advertise this RFP, which may be also be modified to meet the current needs of Broward Health.
10. Broward Health reserves the right to waive any formalities of or irregularities in the RFP process.
11. RFP Disputes: Administrative Remedy - It is the policy of Broward Health to resolve bid disputes between the Contractor and Broward Health. If a Contractor disputes any matter arising out of this RFP or the RFP process, including the award of the Contract, Contractor shall send written notice of dispute to Broward Health's Corporate Resource and Material Management department via email only at BHCRRM biddispute@browardhealth.org within 5 business days after the issue arises or the Contract is awarded. Within 30 business days from the date of receipt of the Contractor's dispute, the Procurement Steering Committee will render a written decision on the dispute and forward the decision to the Contractor via the appropriate chain of command. This decision shall be a final order on the bid dispute. Until a final order is entered under this administrative remedy procedure, Contractor shall not be entitled to institute an action contesting this RFP, the RFP process, or the Contract award, Contract negotiation and execution of Contract.
12. Disclaimer – Broward Health reserves the right to conduct site visits to Contractor's business location(s) and/or may request that Contractor participate in live presentations. The selection of a contractor may be based wholly or in part upon the result of site visits or live presentations.
13. Cone of Silence - To ensure fair consideration for all Proposers, Broward Health prohibits communication to/or with any member of the Broward Health Board of Commissioners, Broward Health official, any department, division or employee during the submission process, except as otherwise provided for herein. Additionally, Broward Health prohibits communications initiated by a Proposer to the Broward Health official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between Proposer and Broward Health in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal shall be subject to Section I(14), set forth above. Communications initiated by a Proposer to anyone other than those permitted individuals may be grounds for disqualifying the offending Proposer from consideration for award of the proposal and/or any future proposal.

SECTION III: SELECTION PROCESS AND CRITERIA AND KEY DATES

A. SELECTION PROCESS AND CRITERIA

1. Part A - Evaluation Process

The RFP Committee shall review all Responses received by **3:00 P.M., on Wednesday, April 8, 2015** with respect to completeness, accuracy and content. The Committee shall then evaluate and score (rank) the Responses based upon the following criteria:

<u>Criteria (Sample)</u>	<u>Percentage Weight</u>
• Diverse Vendor Scoring Criteria	5%
• Executive Summary/Contractor Qualifications	25%
• Contractor Performance	25%
• Data Security	20%
• Price Offering	<u>25%</u>
Total	100%

2. Part B - Presentation Process

Upon completion of the Part A – Evaluation Process, Broward Health shall invite those firms acceptable to Broward Health to participate in the Part B - Presentation Process.

Broward Health shall schedule these presentations and notify the Contractor of the date, time and place of the presentation. The Contractors shall have approximately two (2) weeks to prepare their presentations to Broward Health's Selection Committee. The order of the presentations shall be at the sole discretion of Broward Health. Contractors who are unable to make a presentation on the appointed date and time shall be disqualified. Each presentation will be for approximately 60 minutes including questions. Each finalist will be provided with a detailed requirements document to be covered during the presentation.

<u>Criteria</u>	<u>Percentage Weight</u>
• Contractor Business Strength	50%
• Broward Health Site Personnel Training/Education	40%
• Approach Specific to Broward Health	<u>10%</u>
Total	100%

3. Part C - Calculation of Scoring and Ranking For Contract Negotiations

Upon completion of the Part B - Presentation Process, the scores for each Contractor from the Part A - Evaluation Process and Part B - Presentation Process shall be combined and calculated as follows to arrive at a total score for each Contractor:

Score from Part A - Evaluation Process	60%
Score from Part B - Presentation Process	<u>40%</u>
Total	100%

The Director of Corporate Resource & Materials Management submits results and recommendation of RFP scoring committee and the Sourcing Manager to Broward Health Senior Vice President/Chief Financial Officer or designee for approval. The process will then follow the process outlined in Section II, article 2, page five, until a satisfactory contract is reached.

B. RFP PROCESS KEY DATES

1. RFP Advertisement and Submission Date.
 - a. **Wednesday, March 18, 2015** - Copies of the RFP will be available. RFP will be available on web page www.browardhealth.org.
 - b. **Prior to 3:00 P.M., Wednesday, April 8, 2015** - Responses must be received.
 - c. **02:00 p.m, Thursday, April 9, 2015** - Public RFP Opening to be held in Broward Health Information Systems Building, 2nd^d Floor Corporate Resource & Materials Management Purchasing Room, 1608 S.E. Third Avenue, Fort Lauderdale, Florida 33316.
2. "Part A" - Evaluation Process
Responses shall be evaluated and ranked.
3. "Part B" - Presentation Process
Highest ranked Contractors will present their in-person oral presentations to the "TRANSCRIPTION SUPPORT SERVICES RFP" RFP Committee on the dates and at the times to be scheduled. Approximately two weeks notice will be provided.
4. "Part C" - Calculation of Scoring and Ranking For Contract Negotiations
Upon completion of the "Part B" Presentation Process and the meeting immediately following, the scores for each Contractor will be calculated mathematically. The final ranking (The Part C Scoring) for each Contractor will be based upon the combined totals of "Part A" and "Part B" as detailed in this RFP.
5. The Part C scoring will then be presented to the Board of Commissioners at the next Board meeting for approval. Following approval, contract negotiations will commence the highest ranked Contractor.

SECTION IV: DIVERSE VENDOR PARTICIPATION

Broward Health (BH) is committed to ensuring the participation of Certified Diverse Vendors (CDV) in its procurement of goods and services. Broward Health's Certified Diverse Vendors include SBEs, MBEs, and WBEs approved by one of BH's certification partners.

Pursuant to this commitment, Broward Health, by an act of its Board of Commissioners, has adopted and implemented a Supplier Diversity Program; the provisions for which are coded in its General Administrative Policy No. GA-001-045 and reflected in its Procurement Code. In accordance therewith, Broward Health, at its discretion, applies certain Diverse Vendor Enhancements to ensure the participation of BH Certified Diverse Vendors in the procurement process. Per **the Supplier Diversity policy, a Diverse Vendor Enhancement of _____ evaluation points - RFP Scoring Criteria has been approved for this RFP.**

In addition, a Sub-contracting requirement of _____% CDV has been approved for Non-Certified Diverse Vendors. Prime Vendors/Contractors can obtain a list of BH Certified Diverse Vendors for sub-contracting via our online Certified Diverse Vendor Directory @ www.browardhealth.org/diversity. Any questions, please contact the Office of Supplier Diversity (OSD) at 954-847-4467.

The scoring evaluation points will be awarded to respondents who are BH Certified Diverse Vendors and Non-Certified Diverse Vendors, who document Certified Diverse Vendor solicitation and utilization (past and planned for this RFP). *All vendors must respond to each section; if negative or not applicable, please note "NO" or "N/A" accordingly.*

Shown hereunder are the criteria for awarding the RFP Scoring Criteria evaluation points:

- 1) The maximum evaluation points, as approved in this RFP, will be awarded to all BH Certified Diverse Vendors. Certified Diverse Vendors responding to this RFP **MUST** submit a copy of their SBE/MBE/WBE certification from a BH approved certification partner with their RFP response. BH approved certification partners are:
 - State of Florida – Officer of Supplier Diversity
 - School Board of Broward County- Office of Supplier Diversity
 - Florida Regional Minority Business Council (FRMBC)
 - Florida Women Business Development Center (FWBDC)
 - Broward County Government –Office of Small Business Development
 - Miami Dade County Government – Office of Business Development
 - Palm Beach County Government – Office of Small Business Assistance
- 2) Evaluation points will be awarded to Non-Certified Diverse Vendors, who respond in *specific detail* to the following:
 - a. **Solicitation** - Explain how your company solicits, invites, and encourages SBE/MBE/WBE participation in your company's procurement of goods and services. Include relevant sections of your company's policies and procedures on procurement of goods and services with diverse vendors. Documentation **MUST** be submitted with the RFP to receive the evaluation points assigned to this section.
 - b. **Planned Utilization** – Provide a description of the planned utilization of BH's Certified Diverse Vendors, as sub-contractors. Please include the type of work, dollar value, and percentage of work to be performed by the Certified Diverse Vendor(s) on this RFP. Documentation of planned Utilization **MUST** be submitted with the RFP to receive the evaluation points assigned to this section.
 - c. **Past Utilization** – Please provide documentation / reports of your company's past utilization of SBEs/MBEs/WBEs on prior projects/contracts to receive the evaluation points assigned to this section.

V. BROWARD HEALTH GENERAL TERMS AND CONDITIONS

The following terms and conditions shall apply to and become a part of any agreement entered as a result of this RFP process. Broward Health will consider incorporating any of Contractor's proposed terms and conditions if they do not conflict with, alter or modify any of the following terms and conditions.

1. **Termination for Default.** If either party defaults in its performance under this Agreement and does not cure the default within 30 days after written notice of default from the non-defaulting party, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party without penalty and without any further liability after the date of termination.
2. **Termination for Convenience.** Broward Health may terminate this Agreement at any time without cause upon 120 days prior written notice to Contractor. If this Agreement is for supplies, products, equipment, or software, Broward Health will pay Contractor in accordance with the payment provisions of the Agreement through the date of termination. If this Agreement is for services, Broward Health shall compensate the Contractor in accordance with the payment provisions of the Agreement for those services rendered prior to the date of termination.
3. **Tax Exempt Status.** Broward Health is a tax-exempt entity (State Tax Exempt Certificate No. 85-8012646292C-5) and is not obligated to pay sales, use or other similar taxes. If Broward Health is not exempt for a particular tax, it will reimburse Contractor for those taxes.
4. **Sovereign Immunity.** The parties hereto acknowledge that Broward Health is a political subdivision of the state of Florida and enjoys sovereign immunity. Nothing in this Agreement shall be construed to require Broward Health to indemnify Contractor or insure Contractor for its negligence or to assume any liability for Contractor's negligence. Further, any provision in this Agreement that requires Broward Health to indemnify, hold harmless or defend Contractor from liability for any other reason shall not alter Broward Health's waiver of sovereign immunity or extend Broward Health's liability beyond the limits established in section 768.28, Florida Statutes.
5. **Term.** The term of this Agreement shall be three years, unless otherwise agreed to in writing ("Initial Term"). Broward Health, in its sole discretion, may renew this Agreement for two- (2) additional one- (1) year terms upon giving Contractor written notice of its intent to renew at least (90) days prior to the expiration of the current term ("Renewal Term"). Any Renewal Term shall be on the same terms and conditions of the Initial Term, including all payment and pricing provisions.
6. **Warranty and Indemnification.** Contractor warrants the performance of the Services to be furnished hereunder and agrees to indemnify, hold harmless and defend Broward Health, and its agents, employees and servants, from any and all claims, demands, actions, costs, expenses (including reasonable attorney's fees), and judgments arising out of or in any way anyway connected with any negligence, wrongful acts or omissions of Contractor, or its agents, employees, or independent contractors in the performance of Contractor's Services, duties and obligations under this Agreement. If it becomes necessary for Broward Health to defend any action seeking to impose any such liability, Contractor will pay Broward Health all costs of court and reasonable attorneys' fees incurred by Broward Health in such defense, in addition to any other sums which Broward Health may be called upon to pay by reason of the entry of a judgment or decree against Broward Health in the litigation in which such claim is asserted. This obligation shall survive termination of this Agreement.

7. **Insurance.** Contractor shall, at all times during the Initial Term of this Agreement and any Renewal Term, maintain at its cost the following minimum insurance coverage, from an insurer acceptable to Broward Health, with an AM Best "A" rating. The following have been established by Broward Health as acceptable coverages and limits. Any deviations from the limits and coverages must be acceptable to Broward Health prior to contract implementation.

Comprehensive General Liability	\$1 million per occurrence/\$3 million aggregate
Professional Liability (covering all employees)	\$1 million per occurrence/\$3 million aggregate
Professional Liability (covering Company, P.A., Inc. LLC)	\$1 million per occurrence/\$3 million aggregate
Employee Dishonesty	\$500,000
Worker Compensation	Statutory Limits
Automobile (owned, non-owned & leased)	\$1 million
Umbrella Liability	\$5 million

Contractor shall agree to waive all right of subrogation against Broward Health for losses arising from work performed by Contractor for Broward Health. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the same insurance requirements as Contractor.

Contractor shall provide Broward Health with a certificate of insurance naming Broward Health as an additional insured prior to the execution of this Agreement. All policies shall contain a provision that the insurer shall give Broward Health at least 30 days written notice prior to cancelling, terminating, or reducing the amount of Contractor's insurance. Along with the RFP submission, Contractor shall provide proof of insurance in compliance with this RFP or letter from insurance carrier that Contractor shall qualify for coverage defined above and that such coverage will be in place prior to execution of an Agreement with Broward Health.

8. **Equal Opportunity Employment.** Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following; employment upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships. Contractor further agrees to comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

9. **Compliance with Law.** Contractor is familiar with and shall comply with all laws, ordinances and regulations applicable to the supplies, products, equipment, software or services furnished under this Agreement.

10. **Contractor Warranties.** Contractor hereby represents and warrants to Broward Health that:

- 1) None of Contractor's principals (as used herein, any officer, director and any person or entity with five percent or more ownership interest), or Specialists, or the immediate family of Contractor's principals or Specialists, has a compensation arrangement of any kind with Broward Health. For purposes of this subsection, the term "immediate family" shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father in law, mother in law, grandparent, grandchild or spouse of a grandparent or grandchild. For purposes of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly or covertly, paid in cash or in kind. The President/Chief Executive Officer or Broward Health's Chief Financial Officer is authorized, in his or her sole discretion, to waive this requirement upon a showing of good cause and a demonstration that such waiver does not violate any applicable Federal or State statute or regulation

- 2) Neither Contractor nor any of its principals have ever been convicted of a health care related criminal offense and currently are not under investigation by any public or private, state or federal, regulatory body.
- 3) Neither Contractor nor any of its principals are undergoing any type of audit by a public or private auditing entity, and/or state or federal regulatory body or auditing entity related to regulatory compliance issues.
- 4) Neither Contractor nor any of its principals or employees are currently or have ever been excluded from participation in any federally funded health care program, including but not limited to Medicare and Medicaid.
- 5) Contractor agrees to notify Broward Health in writing, immediately after it becomes actually aware of any threatened, proposed, or actual exclusion of Contractor or any of its principals or employees from any federally funded health care program, including, but not limited, to Medicare and Medicaid.
- 6) Contractor acknowledges and understands that the failure to comply with the foregoing constitutes a material breach of this Agreement.

11. **Ownership Disclosures:** Contractor expressly agrees to disclose to Broward Health its ownership and financial relationships as they may relate to Broward Health in accordance with the following:

- a. Broward Health is required pursuant to Florida and federal law to ensure that any payments made to persons for services or supplies are compliant with such law.
- b. Contractor agrees to fully disclose in writing to Broward Health upon the execution of the Agreement the identity of any person who: 1) has an ownership interest in any portion of Contractor, or is employed by or contracted with Contractor; and, 2) is also able in any manner to refer a patient to a Broward Health facility for the provision of any healthcare service.
- c. Contractor agrees to fully disclose in writing to Broward Health upon the execution of the Agreement the identity of any person who: 1) has an ownership interest in any portion of Contractor, or is employed by or contracted with Contractor; and, 2) is also an "immediate family member" of any person who is able in any manner to refer a patient to a Broward Health facility for the provision of any healthcare service.
- d. "Ownership interest" is hereby defined as any form of equity or debt, whether direct or indirect. "Immediate family member" is hereby defined as: husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.
- e. Contractor expressly acknowledges that the aforementioned requirements of Florida and federal law are ongoing, and as such, Contractor agrees to immediately notify Broward Health in writing of any and all changes in ownership interests that would require disclosure.
- f. Any failure by Contractor to comply with the requirements of this section will constitute a material breach of the Agreement.

12. **Assignment and Subcontracts.** Contractor agrees not to enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of this Agreement, Contractor's obligations under this Agreement, or any or all of its right, title or interest herein, without Broward Health's prior written consent. Broward Health may assign this Agreement and its rights hereunder to any successor or entity owning or operating Broward Health, to a wholly owned subsidiary of Broward Health, to any entity in which Broward Health has an ownership interest, or to an entity which acquires substantially all of its assets

13. **Public Records Law.** In order to comply with Florida's public records laws, the Contractor shall:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by Broward Health in order to perform the services under the Agreement.
- 2) Provide the public with access to public records on the same terms and conditions that Broward Health would provide the records and at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.

- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - 4) Meet all requirements for retaining public records and transfer, at no cost, to Broward Health all public records in possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Broward Health in a format that is compatible with the information technology systems of Broward Health.
14. **Confidentiality.** Contractor recognizes that it must conduct its activities in a manner designed to protect any information concerning Broward Health, its affiliates or clients (such information hereafter referred to collectively as "Broward Health Information") from improper use or disclosure. Contractor agrees to treat Broward Health Information on a confidential basis. Contractor further agrees that it will not, and Contractor's agents, representatives, and employees will not, disclose any Broward Health Information without Broward Health's prior written consent to any person, firm or corporation except: (i) to authorized representatives of Broward Health or (ii) to employees of Contractor who have a need to access such Broward Health Information to perform the services contemplated hereunder. Contractors shall be subject to all Broward Health obligations relating to compliance with confidentiality laws and the confidentiality of protected health information. Contractor acknowledges and agrees to comply with the requirements of Health Insurance Portability and Accountability Act ("HIPAA"), which are incorporated herein by reference and made a part of this contract, as if they were printed in full herein. Contractor shall not disclose protected health information to any other party without the prior consent of the patient. Contractor shall ensure that each affected employee of their company is trained in the substance and importance of complying with the HIPAA requirements mentioned above, including the duty to avoid viewing stored materials except as expressly necessary to carry out legitimate job duties.
15. **Governing Law, Jurisdiction and Venue.** This Agreement has been executed and delivered in, and shall be interpreted, governed, construed and enforced pursuant to and in accordance with the laws of the State of Florida without giving effect to the principles of conflict of laws thereof. The parties agree that the sole and exclusive venue for any litigation, mediation, special proceeding or other proceeding as between the parties that may be brought or that arises out of or in connection with or by reason of this Agreement shall be Broward County, Florida.
16. **Attorney's Fees.** In connection with any litigation, mediation, special proceeding or other proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including any appeals and any post-judgment proceedings. Broward Health's liability for costs and reasonable attorney's fees, however, shall not alter or waive Broward Health's sovereign immunity or extend Broward Health's liability beyond the limits established in section 768.28, Florida Statutes, as amended.
17. **Independent Contractor.** It is expressly acknowledged by the parties hereto that the Contractor is an independent contractor, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between Broward Health and Contractor or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow Broward Health, or its agents, representative, or employees, to exercise control or direction over the manner or method by which the Contractor performs any services which are the subject of this Agreement.
18. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
19. **Separability.** Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform all other covenants and agreements herein.

20. **Provisions Binding.** Except as otherwise expressly provided in this Agreement, all covenants, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
21. **Headings and Terms.** The headings to the various paragraphs of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.
22. **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or for other interruption of service deemed resulting, directly or indirectly, from acts of God, civil or military authorities, acts of the public enemy, war (whether or not declared), riots, insurrections, acts of government, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by employees or any similar or dissimilar cause beyond the reasonable control of either party. The time for performance shall be deemed extended for a period equal to the duration of such event.
23. **Non - Waiver.** No inaction upon any breach or waiver of any breach of any provision of this Agreement by any party shall be construed to be a waiver of any prior or subsequent breach of the same or any other provision of this Agreement. Nor will any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of Broward Health to insist upon the performance by Contractor in strict accordance with the terms hereof.
24. **Mutual Representation of Authority.** Contractor and Broward Health represent and warrant to each other they have full right, power and authority to enter into this Agreement without the consent or approval, not already obtained. The signatory on behalf of Contractor and Broward Health further represents and warrants that they have full right, power and authority to act on behalf of Contractor and Broward Health in entering into and executing this Agreement.
25. **Limitation of Liability or Remedy.** Any provisions of this Agreement that tend to limit or eliminate the liability of Contractor or the remedies available at law or in equity to Broward Health shall have no application with respect to the warranties set forth herein.
26. **Third Party Beneficiary.** Broward Health and Contractor expressly agree and acknowledge that this Agreement does not and is not intended to grant to or create any rights in other persons as third-party beneficiaries or otherwise. Nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.
27. **Entire Agreement.** This Agreement consists of the Request for Qualifications and specifically this Section V, Contractor's Response and any written agreement entered into by Broward Health and Contractor. To the extent that the agreement entered into by Broward Health and Contractor conflicts with, modifies, alters or changes any of the terms and conditions contained in Section II of the Request for Qualifications, then Section V of the Request for Qualifications shall control. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, agreements, proposals, responses, understandings and representations, if any, made by and between the parties with respect to the subject matter of this Agreement. This Agreement may be modified only by a written agreement signed by Broward Health and Contractor.
28. **Payment Card Industry Data Security Standard.** Should _____ store, process or transmit payment cardholder data, _____ is solely responsible, at its own cost, for complying at all times with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") (a copy of which will be provided upon request), including without limitation, establishing its own secure network and/or server connection for such storage, processing and transmission of payment cardholder data. _____ shall provide Customer with adequate documentation, including without limitation, from its bank or financial institution or merchant services provider, to confirm that its process meets and is compliant with the PCI DSS standards, and shall confirm continuing compliance upon request by Customer at any time during the term of

this Agreement. Should _____ fail to maintain its compliance with the PCI DSS, such failure shall constitute an incurable material breach of this Agreement and entitle Customer to terminate this Agreement without prior notice.

_____ SHALL NOT ACCESS OR OTHERWISE ATTEMPT TO USE CUSTOMER'S SERVERS OR COMPUTER NETWORK FACILITIES (INCLUDING WITHOUT LIMITATION WIRELESS NETWORKS) FOR STORING, PROCESSING OR TRANSMITTING CARDHOLDER DATA. Nothing in this Agreement shall obligate Customer to provide _____ with access to any of Customer's servers or computer network facilities, including without limitation wireless networks, and such access for storing, processing or transmitting cardholder data is strictly prohibited. _____ acknowledges and understands that it will not be provided with sufficient access to Customer's network and servers to perform the necessary testing to comply with PCI DSS, and therefore, _____ should presume that any use of Customer's network or servers for storing, processing or transmitting cardholder data will not be compliant with PCI DSS, and therefore, a breach of the requirements of this provision. Customer has the right to immediately terminate this Agreement, with no right to cure, should _____ engage in any unauthorized use of Customer's network facilities and/or servers or otherwise store, process or transmit cardholder data in a manner that fails to comply with the PCI DSS standards. Further, any such access by _____ of Customer's servers or computer network facilities may be considered by Customer as a violation of state and federal law, and _____ acknowledges that Customer may advise appropriate agencies should it detect any unauthorized use of its network facilities and/or servers.

_____ 's indemnification and insurance requirements shall specifically include coverage for the benefit of Customer in the event any claims are asserted against Customer arising from or otherwise relating to _____ 's storage, processing or transmitting cardholder data.

29. **Inspection And Acceptance.** Inspection and acceptance of supplies, products, equipment, software or services to be furnished hereunder shall be made by representatives of Broward Health at a point of destination by the receiving facility. Unless a detailed technical inspection is necessary, this inspection will generally consist of a visual examination of the type, kind, quantity, damage, operability, packaging and marking.
30. **Pricing.** Contractor represents that the price charged to Broward Health for all purchases or services made under this Agreement shall be as low as, or lower than, those charged the Contractor's most favored customer for comparable quantities under similar terms and conditions in addition to any discounts for prompt payment.
31. **Broward Health Property.** Property owned by Broward Health is the responsibility of Broward Health. Such property furnished to a Contractor for repair, modification, study, delivery, etcetera, shall remain the property of Broward Health. Any damage to such property occurring while in the possession of or while in route to the Contractor shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for the replacement value of the property at the current market value, less depreciation of the property, if any.
32. **Payment.** Invoices shall be submitted to Broward Health, 1608 S. E. 3rd Avenue, Fort Lauderdale, Florida 33316, attention Accounts Payable Department and shall be payable 30 days after receipt of the invoice, unless otherwise set forth in the Agreement. Invoices shall include the following information: contract number, purchase order number, and description of the supplies, products, equipment, software or services to be furnished hereunder as a line item with prices. Transportation when not FOB destination shall appear as a separate itemized item on the invoice.
33. **Gratuities.** Broward Health, may by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found after notice and hearing by the either the President/Chief Executive Officer or the Senior Vice President/Chief Financial Officer, that gratuities in the form of entertainment, gifts, monies, or ownership were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of Broward Health, with a view toward securing a contract or securing favorable treatment with respect to the awarding, or amending, or the making of any determination with respect to the performance of such contract.
34. **Discounts.** In connection with any discount offered by the Contractor, discounts will be computed from date of delivery of the supplies, products, equipment, software or services to the point of destination. Where acceptance

of the supplies, products, equipment, software or services for compatibility or operability is necessary, discounts will be computed from the date of acceptance.

35. **Travel Expenses.** Any reimbursement of travel expenses under this Agreement is subject at all times to Broward Health's published General Administration and Procedures Manual in effect. A copy will be provided to Contractor upon request.

SECTION VI: SIGNATURE AUTHORIZATION/SWORN STATEMENT AND RESPONSE LABEL

This signature authorization must be signed by an individual who has authority to bind Contractor to the submitted Response to be considered. Please include this section in your original Response.

DATE: _____ PAYMENT TERMS: _____

NAME OF COMPANY: _____

ADDRESS: _____

CITY AND STATE: _____ ZIP _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____

TITLE: _____

(PRINT/TYPE NAME) _____

CONTRACTOR SHALL INCLUDE WITH RESPONSE TO RFP:

- 1. Contractors must submit one (1) original and twenty-five (25) copies of the sealed Specification Response with Contractor Name clearly printed on the front cover page of each submitted response. Additionally, Contractor shall submit two (2) complete responses on virus-free CD-Rom media with Contractor Name clearly labeled on each CD.**
- 2. Contractor must submit one (1) original "Signature Authorization" Page.**
- 3. Contractor must submit One (1) original Signed & notarized copy of "Sworn Statement" Pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes; and**
- 4. Contractor must submit proof of current liability insurance coverage.**



SWORN CERTIFICATE UNDER SECTION 287.133
OF THE FLORIDA STATUTES, PUBLIC ENTITY CRIME PROVISION

STATE OF _____

COUNTY _____

Before me, the undersigned notary public, personally appeared _____,
in his/her capacity as _____

_____ of _____ ("Contractor") who, having taken an oath deposes and
says:

1. Contractor has personal knowledge of all matters set forth in this certificate and all matters are true and correct.

2. Contractor's business address:

and the Contractor's Federal Employee Identification Number (FEIN) is

_____.

3. Contractor is familiar with and understands all of the provisions contained in Section 287.133 of the Florida Statutes concerning a public entity crime.

4. Contractor certifies that one of the following is true and correct:

_____ Neither Contractor nor any affiliate of Contractor has been placed on the state's Convicted Vendor List following a conviction within 36 months prior to executing this Certificate; or

_____ Although Contractor or an affiliate of Contractor was placed on the Convicted Vendor List within the last 36 months, the Contractor or its affiliate has been removed from the List pursuant to Section 287.133 (3) (f) of the Florida Statutes.

5. Contractor acknowledges that the North Broward Hospital District is a public entity as defined in Section 287.133 (1) (f) of the Florida Statutes and that the North Broward Hospital District is relying upon this Certificate in accepting Contractor's bid with a potential for awarding the contract to Contractor.

6. This Certificate is made and given by Contractor with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentation therein.

CONTRACTOR:

BY: _____

Name: _____

Title: _____

Sworn to and subscribed before me this _____

Day of _____, 2015 by

_____ in his/her capacity as _____

_____ of _____,

who is personally known to me or who has produced _____ as identification, and
who did take an oath.

Notary Public

Printed Name
(Printed, typed or stamped)

My Commission Expires:

THIS IDENTIFICATION LABEL MUST BE TAPED ON OUTSIDE OF SEALED RESPONSE CONTAINER.

FROM _____

**BROWARD HEALTH
CORPORATE RESOURCE & MATERIALS MANAGEMENT
1608 S.E. 3RD AVENUE
FORT LAUDERDALE, FL 33316**

RFP RESPONSE:

() RFP SPECIFICATIONS ENCLOSED

RFP TITLE: **TRANSCRIPTION SUPPORT SERVICES RFP**

RETURN DATE: Prior to 3:00 P.M., Wednesday, April 8, 2015

SECTION VII: INTRODUCTION, SCOPE (INCLUDING VOLUMES & REQUIRED TURN AROUND TIME REQUIREMENTS), GOALS AND OBJECTIVES

Broward Health is an integrated; tax assisted, not-for-profit healthcare delivery system serving the northern two thirds of Broward County, Florida, and headquartered in Fort Lauderdale, Florida. Broward Health is a special independent taxing district created by Florida Statute. Management of Broward Health is independent of metropolitan and city governments. The governing body of Broward Health is the Board of Commissioners composed of seven members appointed by the Governor.

Broward Health is comprised of four hospitals with approximately 1,500 beds, and over 40 satellite facilities, which includes a home health agency, primary care clinics and physician offices; Broward Health currently has a total of approximately 8,000 employees. The four Broward Health hospitals are as follows:

- Broward Health Medical Center (“BHMC”), a 716 bed, level 1 trauma, acute care and teaching facility in Fort Lauderdale, Florida
- Broward Health North (“BHN”), a 409 bed, level 2 trauma and acute care facility in Deerfield Beach, Florida
- Broward Health Imperial Point (“BHIP”), a 204 bed acute care facility in Fort Lauderdale, Florida
- Broward Health Coral Springs (“BHCS”), a 200 bed acute care facility located in Coral Springs, Florida

SCOPE OF SERVICE

Broward Health is seeking a provider for Transcription Support Services. The Contractor must provide digital dictation service and the ability to use voice recognition (capability for both front-end and back-end). Broward Health will reject any RFP response where the vendor does not provide both transcription services and a voice recognition product for integration with the Broward Health EHR. The Contractor must provide “rollover” capability which connects callers to the next available port to receive dictation. The successful candidate(s) will have documented healthcare experience providing Transcription Support Services. The successful candidate(s) will have a proven track record of providing Quality and Timely Transcription Support Services to healthcare organizations the same size and complexity as Broward Health. The successful candidate(s) will have documented healthcare experience working with Cerner Millennium.

The scope of the project is to partner with transcription Contractor(s) who can provide quality transcription services to the hospitals of Broward Health, Physician Groups and satellites facilities (as deemed appropriate) within specified turnaround times (complete enterprise solution). Work volumes to be completed by the transcription service are listed in Section A – Volumes/Required Turn-Around Time. Turn-around requirements are listed in Section A. If these turn-around times are not met, a financial penalty will be incurred.

The Contractor must provide a digital dictation system that is accessible by any touchtone telephone, 24 hours a day, 7 days a week via a Contractor provided toll free number. **(RFP Requirement)** The Contractor must have the ability to tie the toll free number to existing dictation extensions. The Contractor must be capable of providing access to a digital voice storage system with redundant recording which protects all data from any Contractor computer failures, including computer disk malfunctions or other computer or data/communication malfunctions. The Contractor shall continually provide updated detailed information on any alternatives to digital dictation as such information becomes available to the Contractor.

The Contractor must ensure that dictation space is never near capacity for voice recording and that it is available 24 hours a day, 7 days a week, 365 days a year (apart from scheduled maintenance). Scheduled maintenance must be communicated to BH at least 5 days in advance and a contingency plan included. The Contractor should provide the annual software maintenance schedule from its software vendor as soon as available.

Equipment and Technology (Hardware and Software) Requirements: The Contractor must have capability to receive patient’s registrations data (ADT –Admission/Discharge/Transfer) and send transcriptions via

HL7 compliant direct interface into HL7 interface engine the dictated transcriptions to Cerner Millennium. The Contractor must be able to support VPN encrypted tunnel technology with Encryption for both ADT and interfaces. All work that is downloaded from Broward Health to the transcriptionist(s) as well as work that is imported back to the facility must be encrypted. The Broward Health's Data Security Officer must approve all data security technologies.

All work to be transcribed must be sent electronically into Cerner Millennium via an HL7 compatible interface and this is an absolutely mandatory requirement for firms responding to this RFP. Broward Health will reject any RFP response where interfacing to Cerner Millennium is not available. Vendor must provide documentation to substantiate successful experience integrating with Cerner Millennium.

A. VOLUMES/REQUIRED TURN-AROUND TIME

Radiology:

Turn-Around Time Requirement:

Volume: 4 hours or less for Routine and 15 minutes or less for Stat requests.

	RAD Reports (avg per year)
BHCS	114,100
BHIP	40,323
BHMC	248,000
BHN	113,000
Weston	21,471

Laboratory:

LAB Reports	Surgical	Non-GYN	GYN
BHCS	6,937	763	N/A
BHIP	4,123	596	N/A
BHMC	11,874	1,565	10,980
BHN	7403*	1,116	N/A
	*1,000 completed by outside vendor		

Turn-Around Time Requirement:

Surgical – 2 hours

* Gross dictation

* Final Diagnosis

Non-GYN cytology: 3 hours

GYN cytology: 24 hours

STAT: 30 minutes from receipt

HIM, Cardiology, Respiratory, Sleep, etc.

	VBC
BHCS	193,488,245
BHIP	143,745,185

BHMC 348,191,861
BHN 282,353,703

Turn-Around Time Requirement:

Report Types	TAT (Hours)
Pre-Op History and Physical	2
History and Physical	6
Operative	12
Consultation	8
Discharge Summary	24
Progress Note	2
Hematology/Oncology	24
Clinic Note	4
Delivery Note	24
Wound Care	12
DS Service	24
Transfer Summary	24
Peds Hematology/Oncology	24
Procedure Note	24
WCC Evaluation	12
Caths	12
ECHO	4
Electromyogram	12
EP study	12
Holter	24
PTCA	12
Stress ECHO	24
Stress Test	24
TEE	24
Sleep Study	24
EEG	18
PFT	18
BAER - Brainstem Auditory Evoked Response	24
Tilt Test	24
Rad/Onc	24
Cancer Center	24
Cyberknife	24
BH Psych Eval	24
Rehab	24
Interdisciplinary Visit Report	24
Neuro Return Visit	24
Neuro Re-Eval Report	24
Neuropsych Visit Report	24
Psychology Eval Report	24
Psychology Re-Eval Report	24
Deep Brain Stimulation	24
Letters	24
EEG	18
Evoked Potential	24

EMG	24
Nerve Conduction	24
Neuro Eval Report	24
Neuro Return Visit	24
Neuro Interventional Rad	4

Physician Practices Group: 60,000 reports

B. BROWARD HEALTH GOALS AND OBJECTIVES

1. To have one (or more) Contractors perform all outsourced transcription services for the hospital, clinics and Physician Groups of Broward Health. The vendor(s) must be able to handle all transcription services (including Radiology, Pathology & Physician Group Practices). **(RFP Requirement)**
2. To have turn-around times established by the hospitals consistently met by the Contractor(s) of choice.
3. To receive transcription services in the most cost-effective manner.
4. To have consistently high quality documents.
5. To have Contractor institute a continuous quality program, report results to the hospitals and act appropriately on results.
6. To have the transcription Contractor(s) utilize the Internet to transfer voice files, allowing service to utilize transcription services throughout the country.
7. **To have all work performed by a Contractor that employs transcriptionists who are located in the continental United States. No offshore labor will be utilized.** (RFP requirement)
8. To have a transcription service that provides the highest level of customer service and responds to issues in a timely manner.
9. To have a transcription Contractor(s) who has a detailed internal training program for their employees, and who utilizes only experienced transcriptionists.
10. To have a transcription Contractor(s) with the ability to adequately staff our account.
11. To have a transcription Contractor(s) with enough flexibility to handle the “overflow” aspect described in this RFP.
12. To partner with a transcription Contractor(s) who ensures patient confidentiality at all times.
13. To partner with a transcription Contractor(s) who has an internal HIPAA program, and who will ensure compliance with all regulations set forth in the Federal HIPAA regulations.
14. To utilize a transcription Contractor(s) who can provide internal technical resources for their transcriptionists / internal Information Services “help desk”.

15. To partner with a transcription Contractor(s) who can assure their transcriptionists use hardware and software that can receive ADT data, transcribe and transmit the report.

SECTION VIII: EXECUTIVE SUMMARY, CONTRACTOR STRENGTHS/QUALIFICATIONS, PERFORMANCE STANDARDS, SPEECH RECOGNITION, TRANSCRIPTION SERVICE QUESTIONS, DATA SECURITY, PRICE OFFERING & TECHNICAL PROFILE

Each Contractor must respond in the precise sequential order to each of the following line item requirements in this subsection. Inability to supply corporate documentation acceptable to Broward Health in the sequential order requested may result in rejection of the Response or registering a score of zero by the RFP committee member (s) for that section. Please submit proof of compliance/ documentation/plan/policy to the following subsections A, B, and C.

A. CORPORATE EXECUTIVE SUMMARY

1. Provide a brief summary describing the Proposer's ability to provide services detailed in this RFP. Each respondent must start with their statement of intent for this RFP response to include the total range of services to be provided, specifically for Complete Outsource of Transcription Services (HIM, Cardiology, Respiratory, Sleep, Radiology, Pathology, Physician Practice groups). Summary shall include a history of the Proposer's background and experience in providing similar services to the healthcare industry meeting the Scope of Services requirements for this engagement.
2. Contractor shall provide a one page Curriculum Vitae ("C.V.") of each of your principals including experience in healthcare transcription, current education and credentials, for professionals assigned to this project, specifically those responsible for the training and education of staff personnel. Contractor shall provide who would be the primary contact with Broward Health and what are his/her qualifications.
3. Contractor shall provide an average of how many other clients would be supported at the same time as Broward Health and describe your volume limitations. Contractor shall provide simultaneous support at multiple Broward Health sites.
4. What is your relationship with Cerner?
 - a. Do you integrate with Cerner?
 - b. Does Cerner use any of your speech recognition technology in its solution?
 - c. How many of your customers currently use Cerner?
5. The successful Proposer must be able to perform all services detailed and commit to commencing services within sixty (60) days of contract award. A plan/methodology and timeline for performing the required services is requested. Proposals will be ranked based on the proposed plan/methodology.
6. Voice Recognition: Vendor must have a minimum of three (3) years' experience of Voice

recognition services with acute hospitals similar to Broward Health. Proposal must identify the medical facilities which are similar to Broward Health. (Front end and back end speech recognition).

B. CONTRACTOR'S BUSINESS STRENGTHS/QUALIFICATIONS

1. **Corporate Profile:** Contractor shall provide a corporate profile including: the name of the company, length of time in business under company name, location of headquarters and local or branch office(s) that would provide service to each of the facilities, national market share, number of employees, parent company name and address, key officers of the company, brief history including strategic direction and value added services offered. Please include the total number of years the company has been in business and a description of the operating structure. If your company is or has been affiliated with any other organization in the past three (3) years, please explain this affiliation and reason this affiliation has been discontinued.
2. **References:** Contractor shall submit a list of *current* national, state and county hospital client references. These references must include transcription services for hospitals that are similar in size and complexity of those required for this project with both front-end speech recognition and Back end speech recognition. References must include Medical Center name, address, contact name and title, phone number, scope of service and amount of years servicing the account. Failure to provide references and requested documentation will result in automatic rejection of the RFP. *Important:* Please also give a total of the number of clients you currently service on a dedicated and overflow basis and the work types supported. References will be contacted and contractor will be evaluated based on input received from references.
3. **Discontinued/Terminated Client Listing:** Contractor shall provide a comprehensive listing of clients who have discontinued/terminated use of the proposed services in the past two-(2) years. These references must include Medical Center name, address, contact name, title, phone number, amount of years servicing the account and reason for discontinuation of services.
4. **Financial Viability:** Contractor shall provide its annual reports and/or audited financial statements for the past three (3) fiscal years. Please indicate total new business at the end of each of the last three fiscal years, the number of clients that were 'lost' to other industry like vendors, and the average number of years each client has been using Contractor's services. For those firms unable to provide audited financial statements, please provide key financial data for the past three (3) fiscal years, including: gross revenues, net operating income or loss, total income or loss, current and long term assets, current and long term liabilities, days cash on hand , working capital ratio and debt service coverage ratio.
5. **Staffing:** Contractor shall submit an organizational detail of corporate structure and staffing to be assigned to Broward Health account. Contractor must demonstrate adequate staffing to handle the current workload as well as increased workload of Broward Health. Using the volumes and required turn-around times provided in section VII – Introduction/Volumes/Required turn-around times, please detail how you would staff the account to ensure the volume of work is being

completed in times listed. Please list the total employees you would dedicate to the entire project, and to each facility, and what times they would be working. Does your company offer 24x7 coverage? Again, be specific with to the service levels you stated in your Executive Summary.

6. **Technology/Equipment:** Contractor must describe the technology solution that will be used to serve Broward Health and answer the below questions:
- a. Please provide HL7 technical specifications?
 - b. Provide technical specifications/requirements for your solution?
 - c. Can you integrate your solution with a Cerner Orders Interface to accommodate our integration with Philips PACS? If so, have you done this before with Philips iSite PACS? Please provide specific facility references.
 - d. Describe how your company provides clients access to voice files.
 - e. Some transcriptions require location of dictation on the report, can you accommodate this? (Ex. RAD)
 - f. Are you able to capture required information (perhaps via interface) such as Fluoro Time for RAD? This is currently captured in Cerner by Technical Comments.
 - g. Do you have the ability to interface to Radiology Modality Information into the reports? Ex. - Patient Radiation exposure.
 - h. Allows users to work over the internet?
 - i. Allows for building of physician profiles?
 - j. Allows users to build standard templates?
 - k. Provides customizable workflow?
 - l. Provides a work list that can be filtered by hospital, region, physician, task, work type, etc.
 - m. Allows transcription time-stamp to sync to local time of Broward Health regardless of time zone where transcribed?
 - n. Allows for unique patient identification utilizing a corporate medical record number and patient account number?
 - o. Allows for unique physician identification number?
 - p. Allows for physician access via a secure website.
 - q. Do you offer Hardware for mobile and other dictation solutions (Mics, headsets, etc.)?
 - r. If you offer devices, do you offer support for the hardware as well?
 - s. What are the dictation options for the doctors (i.e. handheld, telephone, etc.)?
 - t. What type of microphones would be used by dictating Radiologists? Can they use handsets as well as headsets?

- u. Allows certain fields to set as required?
- v. Accepts real time HL7 ADT interface transactions.
- w. Will provide training for new employees? Discuss new hire orientation/training as well as the maintenance of existing staff.

Contractor must provide adequate equipment to their employees to complete the work of Broward Health. This includes equipment to handle/receive acceptable technical voice transfer as well as ensuring the transcriptionists use hardware and software that meet the specifications to receive ADT data. Please describe the equipment at your branch office and the equipment that is provided to each of the transcriptionists.

6. Reporting Functionality: Please discuss the following statements.

- a) Provides a management dashboard listing pending reports.
- b) What types of quality assurance reports are available on demand?
- c) Allows for reports to be printed.
- d) Allows for reports to be downloaded in Excel.

7. Technical Resources:

- a) Can Contractor provide 24/7 support availability? If no, please provide available support hours.
- b) Provides a clearly defined archiving system stored online for easy access to users. How long are the files maintained?
- c) Does the Contractor have a complete disaster recovery plan? Please provide technical details.
- d) Does the Contractor have a fully defined back-up plan for scheduled and unscheduled downtime? Have you ever implemented your disaster recovery plan?
- e) How do you handle system failures i.e. Invision, Cerner, PACS, electrical, and internet (network) failures? Do you have the ability to ramp up with transcriptionists during the failures?
- f) Does the Contractor have a back-up network available should the primary network cease to function? Provide details.

8. Transition Plan:

Provide details on your project implementation and provide a sample project plan. Describe the transition plan and the affect of the implementation on the physicians. Can we use the same work types currently being used? Will the physicians require reeducation?

9. Hiring Practices: Contractors **must utilize transcriptionists that are based in the Continental Unites States** and those who have had experience in a hospital setting, or have

undergone an extensive training program. Please discuss your hiring practices in terms of all indicators mentioned.

10. Contractor shall identify any judgments levied against your firm or bonding agency resulting from poor performance within the last five years. Describe the circumstances, status and outcome of all litigation from actions brought as a result of performance under prior or current contracts. Include subject matter, status and resolution.
11. Contractor shall detail your firm's commitment to providing Broward Health "on site" support ensuring the highest level of customer services, e.g., liaison to Broward Health's system operational issues. Detail hiring and background check for new staff and ongoing competency.
12. Contractor shall provide a work plan with milestones for the project and detail contingency plan for flagging problems for this project to keep it on schedule. Include "start up" time from date of contract implementation. Please identify any onsite work space requirements, i.e., desk space, telephone/fax access, computer access, etc. Specify the length of time this space would be required and the number of staff to be accommodated.
13. Contractor shall provide all complaints filed against *your* firm with the State Department of Consumer Affairs, Better Business Bureau, or any other agency maintained for consumer protection within the last three (3) years. Provide the disposition on each.
14. Contractor shall provide a list of principal owners who have been the subject of a criminal or civil legal action? If yes, how was the matter resolved?

C. CONTRACTOR PERFORMANCE STANDARDS

1. **Coordinator:** Contractor shall provide a dedicated Program Coordinator(s), accountable for the success of this proposed business partnership with Broward Health to coordinate all services with Broward Health Project Leader. The dedicated Program Coordinator must reside in the South Florida area (Dade, Broward or Palm Beach County). **Broward Health will reject an RFP if this standard is not met.** Please include a one page Curriculum Vitae of person(s) assigned to Broward Health account demonstrating success in projects similar in scope as detailed on Page 14 of this RFP.
2. Contractor shall provide outstanding customer service, including, but not limited to "1-800" numbers, annual sponsored conferences, user groups, help desks, Internet information services, etc. Please detail services available, including skill set and qualifications of support staff.
3. Contractor shall provide a representative who must sign executed confidentiality agreements for firm and all persons providing services within the scope of this contract. Detail corporate H.R. policies including training of individuals assigned to Broward Health account ensuring strict compliance with corporate confidentiality guidelines.

4. **Turn-Around Time:** Contractor will provide prompt turn-around time for all work types as outlined in Section VII. If you cannot meet these “required turn-around times”, please list, by work type, what turn-around commitment you would be willing to make. Failure to meet agreed upon turn-around times will result in financial penalties to the Contractor. Please list any type of turn-around penalties you currently adhere to and the number of times it has been implemented. What financial penalties would you agree to in a contract with the BROWARD HEALTH?
5. **Problem Management:** Contractor must have a process to ensure problems are resolved quickly. Please indicate your company’s process for problem management including problem logging, resolution, tracking of un-resolved problems, problem escalation, procedures and problem closeout and reporting practices.
6. **Confidentiality:** Contractor will ensure that all information entrusted to the care of the contractor will remain confidential. Please describe *in detail* your company’s confidentiality policies. Include measures taken for home-based transcriptionists to ensure breaches do not occur. Also provide a copy of any confidentiality statements the employees are required to sign. Please detail what steps you have made in meeting HIPAA regulations or what steps you plan to take to meet these requirements. In the event of a breach in security, please detail the steps that your company takes to handle such a situation (i.e. - is the transcriptionist’s subject to termination?)
7. **Quality Assurance Program / Employee Training:** Contractor must have an organized quality assurance and employee training program including initial training/orientation when hired as well as training when beginning on a new account. Please summarize what items are included in your quality assurance program, including who performs the quality checks; what are your benchmarks, what percentage of work is checked, who is included in this program and how long each transcriptionist’s work is monitored. Describe the method for addressing corrections required in a report. Please detail your training policies and programs. Include what is covered in any training program and duration of program for all employees.
8. **Service Continuity:** Contractor must provide policies and procedures to provide uninterrupted service. Please include a technical specification of your disaster recovery planning and test plans, recovery site management and standard backup and recovery procedures.
9. **Correcting Reports:** Describe the process regarding problem reports (i.e. missing patient data, incomplete/inaudible dictations).
10. **Regulatory Compliance:** Contractor must ensure compliance with JCAHO, AHCA and HIPAA regulations for systems operations, including voice and data transfer. Please explain how you ensure compliance with stated regulations
11. **Line Count Determination:** Charge by the visual black character: (**without providing actual pricing,**) please include your definition of a visual black character and a description of how the following are handled : how headers and footers are counted; how “bolding” , “underlining” and “italicizing” are counted; how blank spaced between words are counted; how blank spaces on a partial line are counted; how blank spaces on a blank line are counted; how blank spaces on a

page are counted and how hidden formatting characters, including the spacebar and carriage returns are handled.

Please include a description of the following:

How your company handles hang-ups, what costs are associated with corrections that are contractor error and costs associated with corrections that are customer error?

Please note, in Section VI – Pricing Proposal, you will be asked to supply the actual monetary charge for each of the two reports listed based on the line or visual black character you have provided as your answer to this question.

D. SPEECH RECOGNITION

1. What percentage of hospitals is using your speech recognition software application(s)?
2. Describe your experience in training physicians to your use speech recognition platform with a Cerner EHR.
3. Do you support mobile (smartphone and tablet) dictation options for physicians?
4. Do you support virtualization? Specifically Citrix, remote desktop and VMware?

Front End Speech Recognition

5. What is the average “out of the box” accuracy for new users after initial voice training?
6. What is the average response time of the software from the time the physician finishes dictating to when text appears in the EHR?
7. List specific regional accents for which the software provides pre-defined modules to further improve accuracy.
8. List the medical-specific vocabularies you provide.
9. Describe how the software allow clinicians to correct misrecognitions or add words “on the fly” by voice.
10. Can a physician invoke Cerner “dot-phrases” by voice, and navigate through template text by speech, dictating additional text as needed? If so please describe.
11. Do you offer integrated voice commands with PACS? (i.e. "Next Study")
12. Can your Front End Speech Recognition platform insert current medications or problem lists by speech command into the EHR patient note? If so please describe.
13. Do you have specific Anatomic Pathology Templates that include gross dictation as well as pathologist microscopic dictation?
14. How does your system provide full encryption of voice files?

15. Can physicians log into the EHR and as a result automatically have the speech recognition software loaded, including correct user voice file, without additional commands by the physician? By what method?
16. Describe licensing / user management tools used by IT to manage the user base.
17. Describe the degree of integration, if any, needed at time of installation to work with the EHR.
18. Describe your certification process to ensure product compatibility with the Cerner.
19. Identify EHR-specific resources which your company for workflow designs and training.
20. Identify the total number of customers using your Front End Speech Recognition platform.
21. Identify the number of customers currently using Front End Speech Recognition platform Cerner.
22. Provide a list of customers using Cerner which each have at least 100 physician users of proposed Front End Speech Recognition platform.
23. Provide a list of 10 customers using Cerner and your Front End Speech Recognition platform to contact. Please include email and/or phone number.
24. Describe the length of and degree of engineering collaboration to date with Cerner including active projects.
25. Briefly summarize customer-reported benefits. Highlight findings and cite the specific customer source, including reference materials or articles.
26. Provide any additional written or video testimonials about this specific product.
27. Highlight awards and industry recognition that proposed product has received.
28. Can a physician be reviewing lab or test results in Cerner while dictating observations into another screen not visible? If so please describe.
29. Have you developed and can you demonstrate any integrated Front End Speech Recognition for Mobile / IOS applications?
30. Does your Front End Speech Recognition platform support Cerner's EHR?
31. Can you show evidence of close integration and collaboration with Cerner EHR?

Back End Speech Recognition

32. Please provide a brief description of your Back End Speech Recognition platform.
33. Detail your speech engine performance and accuracy of the draft content:
 - What is your speech yield out-of-the-box, on Day 1?
 - How long does it take for customers to achieve 90% or greater speech yield?
34. The Contractor must provide individual job numbers at the end of each dictation that the author can record onto the medical record. Contractor shall provide a mechanism

for author to replay job# if missed upon initial provision. Can you provide this? Can you mirror our existing dictating card?

The Contractor must provide customizable voice prompts that include:

- Enter author ID#
- Enter work type
- Enter 9 digit medical record #
- Enter date of service

35. Can you utilize our existing work types and physician instruction prompts?
36. Do you have mobile options for physician dictation?
37. What other dictation capture options (besides mobile) do you offer physicians?
 - Are those options integrated with your Back End Speech Recognition platform?
38. Please describe your audit trail history.
39. Do you offer Computer-Assisted Physician Documentation (CAPD) for your transcription and Back End Speech Recognition platforms?

E. Transcription Service Questions

40. Can you accommodate repointing TEST Interfaces between Cerner Test environments? (Approximately Quarterly)
41. Do you charge for testing with client? If so, what are the costs?
42. Share functionality/capability of the software used on-site by the hospital?
43. What types of reasons do you place a report in a Site Review queue? Provide customization details. If a doctor provides the patient name and medical record number (without the Financial Number), will the MT attempt to make a demographic match and release the report?
44. What level of customization/flexibility do you offer with Templates?
45. Are there different charges based on the document/procedure type? Different costs for work such as Addendums or Corrections?
46. What is your transcription workflow flexibility to handle Cerner Custom Workflows such as Mammography Tracking, Bi-Rad Codes and Patient Letters?
47. Do you have the ability to populate dictating physician by ID and by location, since Medicare requires the location of the dictating radiologist? (Radiology)
48. How do you handle QA notes dictated by a Radiologist?

49. How do you handle Linked Reports/Studies (One Report for multiple procedures)?
50. What is the range of simultaneous volume that you can accommodate? (i.e. – How many physicians can call in at once without a busy signal?)
51. What is your standard process for announcing, testing and implementing system updates for your product?
52. Record Retention: The Contractor shall be required to retain voice recordings and reports for a period one (1) year. Can you comply?

F. DATA SECURITY

Contractor will ensure that all information, both voice and data, entrusted to the care of the contractor will remain secure. Contractor agrees to comply with all security policies, information protection and privacy policies, procedures, standards, requirements and specifications of Broward Health. Please answer all the questions in the data security section below. Indicate “Not applicable” if appropriate.

1. Where will transcriptionists be located: in an office you provide, in their home, elsewhere (specify)? Complete table DS-1 for each location where a transcriptionist will be working. Exceptions to questions below should be noted in the table.
2. Describe in detail the flow of the BROWARD HEALTH dictation voice file from the BROWARD HEALTH to the Contractor, including each route the file might take. If other files are also transferred to or from BROWARD HEALTH via the internet, include those as well. Attach network diagram if possible.
3. What mechanisms do you support to protect the confidentiality of the dictation voice files and any other patient data files being transferred via the internet between BROWARD HEALTH and the transcriptionists? Industry standard encryption is required. Will the same mechanism be used for all transcriptionists? If not, note the exception on table DS-1. If certificates are used, what certificate authority is used? How are certificates protected?
4. Who is responsible for administering your network(s), including servers and firewalls? What are their qualifications with respect to security? If you contract with a 3rd party for administration, how is confidentiality and security addressed? Does this vary by location? If so, note the exception on table DS-1.
5. Are any components of your network, including servers and/or data media, also used by other parties, i.e., are you co-located with others on physical servers, etc.? If so, describe this arrangement. How is access to data, especially BROWARD HEALTH data in your care, and security information protected from the other parties? What ensures this protection is effective?
6. How do you ensure all firewalls are properly configured? Have qualified 3rd parties performed penetration tests of your network(s) and/or home-based transcriptionists? When was the most recent such test? What were the results? Have all identified vulnerabilities been addressed? Are internal network security audits performed? What other measures do you employ to protect your network(s)

and home-based transcriptionists from intruders? Does this vary by location? If so, note the exception on table DS-1.

7. What are your standards and procedures for physical security of the transcriptionist's workstations, networks and gateways? Are these standards and procedures documented? Do they address all locations? If not, note the exception on table DS-1. How are they enforced and monitored?
8. What are your standards and procedures for physical protection of removable media containing BROWARD HEALTH dictation voice files, patient data and transcription documents? Are these standards and procedures documented? Do they address all locations? If not, note the exception on table DS-1. How are they enforced and monitored?
9. What are your standards and procedures for access controls to protect the BROWARD HEALTH dictation voice files, patient data and transcription documents? Are these standards and procedures documented? Do they include individual user identification, authentication and authorization? Are the standards and procedures the same at each location? Complete table DS-2 for each different scheme, indicating where the scheme applies. Who is responsible for administering these controls? How are the controls enforced and monitored?
10. How are BROWARD HEALTH voice and data files segregated from files belonging to others? How is this segregation enforced and monitored? Does this vary by location? If so, note the exception on table DS-1.
11. Describe your standards and procedures to ensure the operating systems on each transcriptionist workstation, network component and gateway are appropriately hardened. Are these standards and procedures documented? Do they address all locations? If not, note the exception on table DS-1. How do you determine your hardening requirements?
12. Describe your standards and procedures to ensure new vulnerabilities, e.g., in MS Internet Explorer, that potentially affects the security of any transcriptionist workstation, network component or gateway, are appropriately addressed. Are these standards and procedures documented? What are your standards for the time frame in which a new vulnerability is addressed? Do they address all locations? If not, note the exception on table DS-1.
13. Describe your standards and procedures to ensure anti-virus software on each transcriptionist workstation and internet gateway is current. Are these standards and procedures documented? Do they address all locations? If not, note the exception on table DS-1. How often are signature updates performed?
14. What standards and procedures do you have in place to detect and respond to security breaches? Are these procedures documented? Do they address all locations? If not, note the exception on table DS-1.

G. PRICING PROPOSAL

Contractor shall provide the cost of all features that are over and above the base requirements of this RFP and should be separately listed with additional initial and/or interface/maintenance cost shown for each. If no cost is listed, any such optional feature shall be without cost to Broward Health. Broward Health is seeking best business alternatives that will result in a true cooperative business relationship between the successful Contractor and Broward Health. Please respond in detail to the following Price Offering Items. Final Grand Total pricing must be submitted for all components listed. Describe the pricing proposal for Lab, Rad, HIM and Physician Group Services.

For Radiology services, provide pricing for front end speech recognition and back-end speech recognition.

HIM: Price must be written by VBC.

PATHOLOGY: Price should be charged by report section: (charge not to exceed for 3 sections)

- Gross Description (includes surgical intraoperative consultation)
- Surgical Pathology Diagnosis
- Surgical Microscopic Description

Include if there is a charge for Addenda, corrections or preliminary reports.

Physician Group Service: Price must be written by line and VBC.

Radiology: Price must be written by report.

H. TECHNICAL PROFILE

Table DS-1 "TECHNICAL PROFILE"

Transcriptionist location _____

I. LOCATION OVERVIEW	
Is there a network at this location, including home networks?	

II. FIREWALL							
Hardware							
Platform Type:	Digital	IBM	HP/Compaq	Sun	Cisco	Other	
Processor:							
Memory:							
Disk Controller:							
Disk Capacity:							
Disk Configuration:							
Network Interface:							
Operating System and Other							
Operating System:	VMS	Digital UNIX	AIX	HP-UX	Sun-Solaris	NT	Other
OS Version:							
Firewall Model and Version:							

II. FIREWALL

Hardware													
Platform Type:	Digital	IBM	HP/Compa q	Sun	Cisco	Other							
Security Mechanisms	SSL		S/MIME		SET		IP/SEC		Other				
Package Type and Version:													
Application Services: (Indicate Port #)	UDP	TCP	Telnet	FTP	TFTP	SMTP	HTTP	NFS	DNS	NCP	SMB	Other	

III. CLIENT DESKTOP

(it is a requirement to complete this table)

Client Desktop – Hardware and Software

Processor:					
Network Interface:					
OS (type and version)					
Recommend Protocol:					
UDP/TCP Port Numbers:					
Plug-ins required for Browser:					
Security Mechanisms	SSL	S/MIME	SET	IP/SEC	Other
Package Type and Version:					

IV. INTERNET CONNECTIVITY via ISP Services

(It is a requirement that you complete this table)

Connection Type (Check all that apply)	Modem	ISDN	Frame Relay	Point to Point	Cable Modem	ATM	XDSL	X25	Other
Internet Service Provider:									

V. EXCEPTIONS

(Describe all exceptions to Data Security answers)

Confidentiality mechanisms:	
Network administration:	
Firewalls/intruder protection:	

V. EXCEPTIONS
(Describe all exceptions to Data Security answers)

Physical security:	
Media protection:	
File segregation:	
OS hardening:	
Vulnerability management:	
Virus protection:	
Security breach response:	

Table DS-2 “ACCESS CONTROLS”

Locations where this Access Control scheme applies:

VI. LOCATION OVERVIEW	
What operating system is used at the locations covered by this table?	
Is a network used at the locations covered by this table?	
If a network, what network operating system is used at the locations covered by this table?	

VII. OPERATING SYSTEM SECURITY <i>(It is a requirement to complete this table)</i>	
Access controls	
Are access controls used to control access to the network or the workstation?	
Are access controls used to control access to voice or data files?	
User Authentication	
Is a unique user identifier required for each user?	
Are passwords required to authenticate all users?	
Is a second factor required to authenticate the user, e.g., biometric, PIN, token, 2 nd password?	
When is the second factor required?	
Are passwords protected by the following measures:	
Minimum password length of 6 characters?	
8-character password length accepted?	
Must be a mix of alpha and numeric characters?	
Passwords automatically expire every 90 days?	
User can change his/her password?	
Passwords cannot be reused?	
Password quality is verified; weak or trivial passwords are blocked?	
Passwords must be changed after initial set-up or reset?	
User is logged off or keyboard is locked after a period of inactivity?	
User account is locked after a number failed login attempts (intruder lockout)?	
Operator intervention is required to unlock an account?	
Passwords are encrypted in storage and in transit?	
Passwords are stored in a secure location?	

VII. OPERATING SYSTEM SECURITY*(It is a requirement to complete this table)***Access controls**

Administrator does not have access to passwords?

Passwords do not display?

Reports and Audit Logs

Is all security administration activity logged and reported?

Are all intruder detection lockouts logged and reported?

Are all password resets logged and reported?

Are all security violations logged?

Do audit logs capture user ID, location, date, time, and type of event for all logged events?

Can custom reports be created from the log(s)?

VIII. SECURITY ADMINISTRATION*(It is a requirement to complete this table)*

Who administers security for user accounts?

How is user IDs and passwords administered?

How are authorized users identified prior to resetting passwords for intruder lockouts or users who forget their passwords?

Does the administrator monitor intruder detection lockouts? How often?

Does the administrator monitor the security administration activity log? How often?

How long is the period of inactivity that activates the logout or lock?

How many attempts are allowed before intruder detection lockout is activated?

How is the administrator notified that user access is no longer needed, e.g., the user terminates employment?

What files or other data are protected by access controls?