

REQUEST FOR PROPOSAL

University of Texas Physicians

RFP No.: UTP-CRS
Call Recording System

Bid Submittal Deadline: Tuesday, August 16, 2016 2:00 PM CST



Prepared By:
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July 15, 2016

REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of University

University of Texas Physicians

University of Texas Physicians (UTP) was created in 1995 as a non-profit health corporation, incorporated in the State of Texas. It was incorporated pursuant to action taken by the University Of Texas Board Of Regents to provide The University of Texas Health Science Center at Houston's (UTHealth) Medical School (Medical School) with a vehicle to provide management services to the Medical School's faculty group practice. Since its organization, UTP has assumed responsibility for managing the majority of the clinical operations of the Medical School practice plan. Presently, there are 954 employees at 85 sites throughout the Houston metropolitan area, including the Texas Medical Center. The FY2016 (Sept 2015-August 2016) fee-for-service revenues are budgeted to be \$292 million. The Out Patient and In Patient revenues are comprised of \$178 million and \$114 million, respectively.

UT Physicians is a multi-specialty independent physician group practice, organized as a 5.01 (a) corporation under the Texas Medical Practice Act. UTP offers operational and contracting flexibility for the physicians of the Medical School. UTP has developed and will continue to operate patient care centers in the greater Houston communities. UTP negotiates general fee-for-service, case rate and carve out pricing through direct contracting with payer entities.

1.2 Background and Special Circumstances

UT Physicians operates the clinical practice plan for the Medical School at UTHealth Science Center Houston. UT Physicians operates at 85 office locations across the Greater Houston area and sees in excess of 500,000 visits and over 1,600,000 patient encounters across 22 clinical departments, primary care and dozens of subspecialties.

The UT Physicians Call Center has approximately sixty agents and plans to add 40 additional agents within one year. The Nurse Triage Center has twenty-five agents and expects to grow by 20%.

1.3 Objective of this Request for Proposal

UT Physicians ("UTP") is soliciting proposals from qualified vendors in response to this Request for Proposal UTP-CRS for selection of a Vendor/s to provide a cloud hosted Call Recording System ("The System").

The System requirements are more specifically described in **Section 5** (Scope of Work) of this RFP.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

UTP will accept proposals submitted in response to this RFP until **Tuesday, August 16, 2016 at 2 p.m. CST** on (the “**Submittal Deadline**”).

2.2 UTP Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following UTP contact (“**UTP Contact**”):

The University of Texas Health Science Center at Houston
University of Texas Professional Building
6410 Fannin, Suite UTPB-833
Houston, Texas 77030
Cleo Cueto
Cleo.B.Cueto@uth.tmc.edu
713-486-6145

UTP specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to UTP Contact. UTP Contact must receive all questions or concerns no later than 5p.m. CST on July 29, 2016. UTP will have a reasonable amount of time to respond to questions or concerns. It is UTP’s intent to respond to all appropriate questions and concerns; however, UTP reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

The successful Proposer, if any, selected by UTP in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to UTP. The successful Proposer is referred to as the “**Contractor**.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to UTP in terms of the criteria provided below. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to UTP in a contract for the System.

An evaluation team from UTP will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. UTP may give consideration to additional information if UTP deems such information relevant.

The criteria to be considered by UTP in evaluating proposals and selecting Contractor, will be those factors listed below:

- 10% Company Experience – Vendor’s demonstrated professional experience in Call Recording Systems for similar healthcare clinical operations
- 30% Cost - Total cost to UTP
- 40% Functional Requirements – Vendor’s ability to provide requirements specified in section 5.2 and responses to questions in section 5.3.
- 15% Technical Requirements – Vendor will be assessed based on ability to provide solution that is compatible with UTP’s VMWare environment and that can integrate with an Avaya AES server.
- 5% Implementation – Vendor should provide a document that outlines the implementation process. The implementation plan must include task description, timeline, resource requirement, and resource allocation.

2.4 Key Events Schedule

Request for Proposal issued	July 15, 2016
Pre-Proposal Conference*	July 26, 2016 12:00 p.m. CST
Deadline for submitting questions	July 29, 2016 5:00 p.m. CST
Proposals due	August 16, 2016 2:00 p.m. CST
Vendor Selection	TBD

*The Pre-Proposal Conference is available via phone conference. Proposers interested in participating can contact University personnel below for conference dial in information:

Cleo Cueto

Cleo.B.Cueto@uth.tmc.edu

713-486-6145

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit a total of 10 complete and identical copies of its *entire* proposal and a complete and identical copy of its *entire* proposal on DVD/CD-ROM or USB flash drive. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 7**) of at least one copy of the submitted proposal. The copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

3.2 Submission

Proposals must be received by UTP on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) and should be delivered to:

The University of Texas Health Science Center at Houston
University of Texas Professional Building
6410 Fannin, Suite 833
Houston, TX 77030
Attn: Cleo Cueto

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for UTP's acceptance for a minimum of One Hundred Eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

3.5 Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then UTP may reject the proposal:

- 3.5.1 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6** of this RFP)
- 3.5.2 Signed and Completed Execution of Offer (ref. Section 7)
- 3.5.3 Signed Addenda Checklist (ref. Section 8)

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

UTP has a need to record calls from patients to the UTP Call Center and Nurse Triage. There is currently no system in place to do this task.

UTP currently has more than 700 agents as part of our ACD system. Today only 300 agents can be logged into the system at one time; the successful vendor must have a scalable solution that can be upgraded in a timely manner to handle additional recordings.

The System must be able to record calls for the UTP Call Center and the Nurse Triage Center. Initially, the System will only be implemented for the UTP Call Center and the Nurse Triage Center. The Call Center currently has 60 agents and is planning to add 40 agents within one year. The Nurse Triage Center has 25 agents and is expected to grow by 20%.

UT Physicians is looking for a vendor that can provide a cloud hosted call recording system.

5.2 Scope of Work

UTP is soliciting proposals from qualified vendors to provide a Cloud Hosted Call Recording System ("The System").

Functional Requirements

- Auto record all calls

The system must have the ability to auto-record all calls for all phone extensions that are programmed through the user interface. The system must provide the ability to add and remove user extensions without vendor intervention.

- Cataloging and easy retrieval of messages

The system must provide a flexible, user definable cataloging solution that has the ability for us to define how we would like to catalog calls.

- Basic and advanced search capabilities

The system must provide the end users with the ability to do basic searches with pre-defined searches but also give us the ability to do custom searches.

- Ability to identify the type of call received

The successful solution must provide us with an interface so the user can easily identify the call type from a menu of definable call types.

- Ability to run (basic and custom) reports in the system

The system must come with some pre-defined reports but must also give us the ability to setup and run custom reports.

- Compatibility with our existing Avaya phone system and ACD system

The system must work with our existing voice platform which includes Avaya Call Manager 6.2, Avaya Centervu Supervisor 16.3 and AVST voicemail 8.2.

- Vendor must provide 24/7 support

- Vendor must provide a three year maintenance contract as part of offering
- System must be HIPPA and PCI compliant
- Vendor must provide references (name and contact information) of at least 3 customers of comparable size to UT Physicians
- System must have Disaster Recovery capabilities
- Provide documentation on your system DR capabilities
- Provide a design topology document
- Provide VMWare compatibility documentation

Monthly Avg. Inbound Call Data					Monthly Avg. Outbound Calls
	Answered Calls	Abandoned Calls	Calls Received	Call Duration ² (Answered Calls)	
Call Center ¹	59,334	4,015	63,349	2:40:06	4,300
Nurse Triage ¹	7,612	1,909	9,521	3:23:43	1,700

¹ Inbound data covers a time period of seven months (Oct 2015-April 2016)

² Call duration in minutes

Optional Workforce Management Feature

As an option, UTP requests the proposal to include the pricing with the added capability of a workforce management feature.

Optional Expansion to all UTP clinics

As an option, UTP requests the proposal to include the pricing to expand the System to all of the UTP clinics located at roughly fifty (50) separate sites. These sites are either standalone, in the professional building or in retail shopping center locations. Within these 50 sites, there are a total of ninety-eight (98) individual clinics with a total of 200 employees that would need to be monitored.

Monthly Avg. Inbound Call Data				
	Answered Calls	Abandoned Calls	Calls Received	Call Duration ⁴ (Answered Calls)
UTP Clinics ³	111,421	10,188	121,609	1:52:00

³ Inbound data covers a time period of three months (Mar-May 2016)

⁴ Call duration in minutes

5.3 Questions Specific to this RFP

Proposer must submit responses to the following questions below as part of Proposer's proposal:

Company Experience

1. What is your experience in the healthcare industry similar to UTP?
2. How long have you been in business providing call recording systems?
3. Please provide the resumes of the team that would be assigned to the project.
4. Please provide a list of clients with an implementation similar to UTP.

Functional Requirements – Minimum

1. What format is the voice data stored, WAV, MP3?
2. What is your system storage capacity?
3. Depending on how long the data needs to be kept, what is the projected amount of storage needed?
4. What kind of training will be required?
 - a. For administrators
 - b. For users
5. If we need to add a phone or remove a phone from the system, how is this done?
6. How will your product increase productivity and provide value?
7. Is tech support available via phone and on-site?
8. What does customer support look like?
 - a. Where is it located?
 - b. When is it available?
 - c. What is turnaround time?
9. What is the licensing structure that you offer?

Technical Requirements

1. What are the hardware requirements?
2. What are the software requirements?
3. Will the software run on encrypted hard drives (Bitlocker or Securedoc)? Please provide details.
4. Where will the calls/voice data be stored? If on the NAS, can the software see mapped drives/shares?
5. Is the voice data secure/encrypted? Provide details of how this is done on your system.
6. Is there redundancy built in to your system? If one part of the system is not functional is the whole system down? Please provide a detailed explanation.
7. Disaster recovery capabilities, please describe how this is implemented in your system.
8. How are upgrades handled?
9. What is the frequency of upgrades?
10. What will be required of UTP to do upgrades?
11. What is the solution design? Cloud, virtual, appliances?
12. Is there a physical device that is connected to each phone?
13. What technical support is required from UTP?
14. How does your system do voice and/or video recording?
15. Compatibility with Avaya voice solution
 - a. What tie-ins to the system are required?
 - b. Compatible with both H.323 and SIP?

- c. Compatible with Avaya v6.2, v6.3, and v7?
16. PCI and HIPAA compliant?
17. Are recorded calls portable? Please explain.
18. Can the system be deployed in a VMWare environment? Please explain how this works in your environment.

Implementation

1. How long to implement your solution?
2. Are Implementation services available?
3. What resources will be required from UTP for system implementation?
4. Please provide an implementation plan.

Optional Features

Functional Requirements – Workforce Management

1. How does your solution handle agent scheduling?
2. Does your solution include holiday bidding?
3. Explain real-time adherence feature.
4. How does WFM integrate with call recording?
5. How does WFM integrate with Avaya Call Center Elite?
6. How does it interact with or replace Avaya Call Management System?
7. Explain the products ability to do skills-base routing.
8. What is the WFM vendor's experience with skills-based scheduling environments?
9. Capabilities to perform 'what-if' analyses?
10. How flexible are you with modelling agents, scheduling practices, and skill strategies?
11. Support for email, phone and chat contact types?
12. What does the solution offer beyond traditional forecasting and scheduling tools?
13. Planning utilities to identify what skills are needed, how many resources needed, and when?
14. What expertise, staffing and training are recommended to support solution?
15. Describe logical and hardware designs of the solutions?
16. In what ways is your product set apart from your competitors?

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Company Name)

To: UT Physicians

Ref.: Call Recording System

RFP No.: UTP-CRS

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the Call Recording System required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

6.1 Pricing for Minimum Requirements - Call Center & Nurse Triage

Initial 2-year term for Call Center and Nurse Triage

Implementation Fee	\$ _____
Included Hardware	\$ _____
Annual Software License Fee	\$ _____
Annual Maintenance Fee	\$ _____
Training	\$ _____
Year 3 Renewal Option	\$ _____
Year 4 Renewal Option	\$ _____
Year 5 Renewal Option	\$ _____

Optional Features

Workforce Management annual fee	\$ _____
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6.2 Pricing for Minimum Requirements - Expansion to all UTP clinics

Call Center and Nurse Triage

Implementation Fee \$ _____

Included Hardware \$ _____

Annual Software License Fee \$ _____

Annual Maintenance Fee \$ _____

Training \$ _____

Year 2 Renewal for Expansion to all UTP clinics \$ _____

Year 3 Renewal with Expansion \$ _____

Year 4 Renewal with Expansion \$ _____

Year 5 Renewal with Expansion \$ _____

Optional Features

Workforce Management annual fee \$ _____

6.5 University's Payment Terms

University's standard payment terms for services are "Net 30 days." Proposer agrees that University will be entitled to withhold _____ percent (_____%) of the total payment due under the Agreement until after University's acceptance of the final work product. Indicate below the prompt payment discount that Proposer will provide to University:

Prompt Payment Discount: _____% _____days/net 30 days.

Respectfully submitted,

Proposer: _____

By: _____

(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

SECTION 7
EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

- 2.1** By signature hereon, Proposer represents and warrants the following:
- 2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between UTP and Proposer; (3) UTP has made no representation or warranty, written or oral, that one or more contracts with UTP will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the System.
 - 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to provide the System.
 - 2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - 2.1.6 If selected by UTP, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.7 If selected by UTP, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
 - 2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that UTP will rely on such statements, information and representations in selecting Contractor. If selected by UTP, Proposer will notify UTP immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.9 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UTP, INDEMNIFY, AND HOLD HARMLESS UTP, THE UNIVERSITY OF TEXAS SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
 - 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 2.2** By signature hereon, Proposer offers and agrees to furnish the System to UTP and comply with all terms, conditions, requirements and specifications set forth in this RFP.
- 2.3** By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at UTP.
- 2.4** By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at UTP's option, may result in termination of any resulting contract or agreement.
- 2.5** By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.

2.7 By signature hereon, Proposer certifies as follows:

"Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

2.8 By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to UTP in writing; (ii) Proposer has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before UTP enters into a contract or agreement with Proposer.

2.9 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

2.10 By signature hereon, Proposer represents and warrants that all products and services offered to UTP in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.

2.11 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time UTP makes an award or enters into any contract or agreement with Proposer.

2.12 If Proposer will sell or lease computer equipment to the UTP under any agreements or other contractual arrangements that may result from the submission of Proposer's proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, *Health & Safety Code* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Section 361.952(2), *Health & Safety Code*, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

2.13 **Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation: _____

If Proposer is a Corporation then Proposer's Corporate Charter Number: _____

RFP No.: _____

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

SECTION 8

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: The University of Texas Physicians

Ref.: Services related to the _____

RFP No.: _____

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE

ELECTRONIC AND INFORMATION RESOURCES
ENVIRONMENT SPECIFICATIONS

The specifications, representations, warranties and agreements set forth in Proposer's responses to RFP UTP-CRS CALL RECORDING SYSTEM will be incorporated into the Agreement.

UTP is primarily a Microsoft products environment.

Basic Specifications

1. If the EIR will be hosted by Proposer, describe in detail what the hosted solution includes, and address, specifically, the following issues:
 - A. Describe the audit standards of the physical security of the facility; and
 - B. Indicate whether Proposer is willing to allow an audit by UTP or its representative.
2. If the user and administrative interfaces for the EIR are web-based, do the interfaces support Firefox on Mac as well as Windows and Safari on the Macintosh?
3. If the EIR requires special client software, what are the environment requirements for that client software?
4. Manpower Requirements: Who will operate and maintain the EIR? Will additional UTP full time employees (FTEs) be required? Will special training on the EIR be required by Proposer's technical staff? What is the estimated cost of required training?
5. Upgrades and Patches: Describe Proposer's strategy regarding EIR upgrades and patches for both the server and, if applicable, the client software. Included Proposer's typical release schedule, recommended processes, estimated outage and plans for next version/major upgrade.

Security

1. Has the EIR been tested for application security vulnerabilities? For example, has the EIR been evaluated against the Open Web Application Security Project ("OWASP") Top 10 list that includes flaws like cross site scripting and SQL injection? If so, please provide the scan results and specify the tool used. UTP will not take final delivery of the EIR if UTP determines there are serious vulnerabilities within the EIR.
2. Which party, Proposer or UTP, will be responsible for maintaining critical EIR application security updates?

3. If the EIR is hosted, indicate whether Proposer will permit UTP to conduct a penetration test on UTP's instance of the EIR.
4. If confidential data, including HIPAA or FERPA data, is stored in the EIR, will the data be encrypted at rest and in transmittal?

Integration

1. Is the EIR authentication Security Assertion Markup Language ("**SAML**") compliant? Has Proposer ever implemented the EIR with Shibboleth authentication? If not, does the EIR integrate with Active Directory? Does the EIR support TLS connections to this directory service?
2. Does the EIR rely on Active Directory for group management and authorization or does the EIR maintain a local authorization/group database?
3. What logging capabilities does the EIR have? If this is a hosted EIR solution, will UTP have access to implement logging with UTP's standard logging and monitoring tools, RSA's Envision?
4. Does the EIR have an application programming interface ("**API**") that enables us to incorporate it with other applications run by UTP? If so, is the API .Net based? Web Services-based? Other?
5. Will UTP have access to the EIR source code? If so, will the EIR license permit UTP to make modifications to the source code? Will UTP's modifications be protected in future upgrades?
6. Will Proposer place the EIR source code in escrow with an escrow agent so that if Proposer is no longer in business or Proposer has discontinued support, the EIR source code will be available to UTP.

SECURITY CHARACTERISTICS AND FUNCTIONALITY OF CONTRACTOR'S INFORMATION RESOURCES

The specifications, representations, warranties and agreements set forth in Proposer's responses to this **APPENDIX ONE** will be incorporated into the Agreement.

"Information Resources" means any and all computer printouts, online display devices, mass storage media, and all computer-related activities involving any device capable of receiving email, browsing Web sites, or otherwise capable of receiving, storing, managing, or transmitting Data including, but not limited to, mainframes, servers, Network Infrastructure, personal computers, notebook computers, hand-held computers, personal digital assistant (PDA), pagers, distributed processing systems, network attached and computer controlled medical and laboratory equipment (i.e. embedded technology), telecommunication resources, network environments, telephones, fax machines, printers and service bureaus. Additionally, it is the procedures, equipment, facilities, software, and Data that are designed, built, operated, and maintained to create, collect, record, process, store, retrieve, display, and transmit information.

"UTP Records" means records or record systems that Proposer (1) creates, (2) receives from or on behalf of UTP, or (3) has access, and which may contain confidential information (including credit card information, social security numbers, and private health information ("**PHI**") subject to Health Insurance Portability and Accountability Act ("**HIPAA**") of 1996 (Public Law 104-191), or education records subject to the Family Educational Rights and Privacy Act ("**FERPA**").

General Protection of UTP Records

1. Describe the security features incorporated into Information Resources (ref. **Section 5.3** of the RFP) to be provided or used by Proposer pursuant to this RFP.
2. List all products, including imbedded products that are a part of Information Resources and the corresponding owner of each product.
3. Describe any assumptions made by Proposer in its proposal regarding information security outside those already listed in the proposal.

Complete the following additional questions if the Information Resources will be hosted by Proposer:

4. Describe the monitoring procedures and tools used for monitoring the integrity and availability of all products interacting with Information Resources, including procedures and tools used to, detect security incidents and to ensure timely remediation.
5. Describe the physical access controls used to limit access to Proposer's data center and network components.
6. What procedures and best practices does Proposer follow to harden all systems that would interact with Information Resources, including any systems that would hold or process UTPs Records, or from which UTP Records may be accessed?

7. What technical security measures does the Proposer take to detect and prevent unintentional, accidental and intentional corruption or loss of UTP Records?
8. Will the Proposer agree to a vulnerability scan by UTP of the web portal application that would interact with Information Resources, including any systems that would hold or process UTP Records, or from which UTP Records may be accessed? If Proposer objects, explain basis for the objection to a vulnerability scan.
9. Describe processes Proposer will use to provide UTP assurance that the web portal and all systems that would hold or process UTP Records can provide adequate security of UTP Records.
10. Does Proposer have a data backup and recovery plan supported by policies and procedures, in place for Information Resources? If yes, briefly describe the plan, including scope and frequency of backups, and how often the plan is updated. If no, describe what alternative methodology Proposer uses to ensure the restoration and availability of UTP Records.
11. Does Proposer encrypt backups of UTP Records? If yes, describe the methods used by Proposer to encrypt backup data. If no, what alternative safeguards does Proposer use to protect backups against unauthorized access?
12. Describe the security features incorporated into Information Resources to safeguard UTP Records containing confidential information.

Complete the following additional question if Information Resources will create, receive, or access UTP Records containing PHI subject to HIPAA:

13. Does Proposer monitor the safeguards required by the HIPAA Security Rule (45 C.F.R. § 164 subpts. A, E (2002)) and Proposer's own information security practices, to ensure continued compliance? If yes, provide a copy of or link to the Proposer's HIPAA Privacy & Security policies and describe the Proposer's monitoring activities and the frequency of those activities with regard to PHI.

Access Control

1. How will users gain access (i.e., log in) to Information Resources?
2. Do Information Resources provide the capability to use local credentials (i.e., federated authentication) for user authentication and login? If yes, describe how Information Resources provide that capability.
3. Do Information Resources allow for multiple security levels of access based on affiliation (e.g., staff, faculty, and student) and roles (e.g., system administrators, analysts, and information consumers), and organizational unit (e.g., college, school, or department)? If yes, describe how Information Resources provide for multiple security levels of access.
4. Do Information Resources provide the capability to limit user activity based on user affiliation, role, and/or organizational unit (i.e., who can create records, delete records, create and save reports, run reports only, etc.)? If yes, describe how Information Resources provide

that capability. If no, describe what alternative functionality is provided to ensure that users have need-to-know based access to Information Resources.

5. Do Information Resources manage administrator access permissions at the virtual system level? If yes, describe how this is done.

6. Describe Proposer's password policy including password strength, password generation procedures, password storage specifications, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

Complete the following additional questions if Information Resources will be hosted by Proposer:

7. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that would have access to the environment hosting UTP Records to ensure need-to-know-based access?

8. What procedures and best practices does Proposer have in place to ensure that user credentials are updated and terminated as required by changes in role and employment status?

9. Describe Proposer's password policy including password strength, password generation procedures, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

Use of Data

Complete the following additional questions if Information Resources will be hosted by Proposer:

1. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that have access to the environment hosting all systems that would hold or process UTP Records, or from which UTP Records may be accessed, to ensure that UTP Records will not be accessed or used in an unauthorized manner?

2. What safeguards does Proposer have in place to segregate UTP Records from system data and other customer data and/or as applicable, to separate specific UTP data, such as HIPAA and FERPA protected data, from UTP Records that are not subject to such protection, to prevent accidental and unauthorized access to UTP Records ?

3. What safeguards does Proposer have in place to prevent the unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of UTP Records?

4. What procedures and safeguards does Proposer have in place for sanitizing and disposing of UTP Records according to prescribed retention schedules or following the conclusion of a project or termination of a contract to render UTP Records unrecoverable and prevent accidental and unauthorized access to UTP Records? Describe the degree to which sanitizing and disposal processes addresses UTP data that may be contained within backup systems. If

UTP data contained in backup systems is not fully sanitized, describe processes in place that would prevent subsequent restoration of backed-up UTP data.

Data Transmission

1. Do Information Resources encrypt all UTP Records in transit and at rest? If yes, describe how Information Resources provide that security. If no, what alternative methods are used to safeguard UTP Records in transit and at rest?

Complete the following additional questions if Information Resources will be hosted by Proposer:

2. How does data flow between UTP and Information Resources? If connecting via a private circuit, describe what security features are incorporated into the private circuit. If connecting via a public network (e.g., the Internet), describe the way Proposer will safeguard UTP Records.

3. Do Information Resources secure data transmission between UTP and Proposer? If yes, describe how Proposer provides that security. If no, what alternative safeguards are used to protect UTP Records in transit?

Notification of Security Incidents

Complete the following additional questions if Information Resources will be hosted by Proposer:

1. Describe Proposer's procedures to isolate or disable all systems that interact with Information Resources in the event a security breach is identified, including any systems that would hold or process UTP Records, or from which UTP Records may be accessed.

2. What procedures, methodology, and timetables does Proposer have in place to detect information security breaches and notify UTP and other customers? Include Proposer's definition of security breach.

3. Describe the procedures and methodology Proposer has in place to detect information security breaches, including unauthorized access by Proposer's and subcontractor's own employees and agents and provide required notifications in a manner that meets the requirements of the state breach notification law.

Compliance with Applicable Legal & Regulatory Requirements

Complete the following additional questions if Information Resources will be hosted by Proposer:

1. Describe the procedures and methodology Proposer has in place to retain, preserve, backup, delete, and search data in a manner that meets the requirements of state and federal electronic discovery rules, including how and in what format UTP Records are kept and what tools are available to UTP to access UTP Records.

2. Describe the safeguards Proposer has in place to ensure that systems (including any systems that would hold or process UTP Records, or from which UTP Records may be

accessed) that interact with Information Resources reside within the United States of America. If no such controls, describe Proposer's processes for ensuring that data is protected in compliance with all applicable US federal and state requirements, including export control.

3. List and describe any regulatory or legal actions taken against Proposer for security or privacy violations or security breaches or incidents, including the final outcome.