**RFB for Artificial Intelligence (AI) Scribe Solution – Tender# 20123**

**SCHEDULE B – THE DELIVERABLES**

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**RFB Tender # 20123**

**Schedule b – The DELIVERABLES**

# THE deLIVERABLES

## Objectives

Pursuant to this RFB process, Supply Ontario (SO) is seeking Bids from Bidders to establish a multi-vendor Vendor of Record (VOR) arrangement for Artificial Intelligence (AI) Scribe solutions. The new VOR arrangement will provide the entities within public Healthcare Sector with access to qualified vendors to provide AI Scribe solutions to meet their needs.

This VOR arrangement will introduce a digital tool designed to reduce the administrative burden on healthcare practitioners, allowing them to focus more on patient care. This will enhance patient engagement, improve care coordination, and optimize clinical workflows.

AI Scribe technology represents a groundbreaking advancement in the healthcare sector, defined by the Canadian Medical Protective Association (CMPA) as services that "summarize or transcribe conversations with patients into detailed medical notes for physicians." This digital assistant is powered by AI and is designed to transcribe clinician-patient dialogues, creating medical notes efficiently and automatically, and specifically:

* Capture ambiently patient-physician conversations;
* Transform these audio recordings into text using speech-to-text technology; and
* Generate a clinical note from the transcribed text using artificial intelligence (particularly employing a large language model).

The VOR arrangement will save time, effort, and money by providing access to multiple vendors offering a variety of technologies and services required to provide solutions needed to support public Healthcare Sector’s AI Scribe needs.

This VOR arrangement will remain flexible to accommodate new AI solutions as they become available and relevant to our clients.

## Background

This VOR arrangement for AI Solutions will support day to day operations of Buyers for an initial term of three years with one-year optional extension.

While the overall scope of this VOR arrangement is to cover various AI solutions, this RFB will address the specific solution of Artificial Intelligence Scribe Solution for the Healthcare sector as the initial scope, which will form the first stream of the VOR arrangement. The VOR arrangement will remain open and flexible to add new AI solutions as additional streams within the VOR arrangement as they become available through vendor refreshes. As technology and supply chain factors change in the industries, having the vendor refresh process allows SO to take advantage of more competitive prices, add additional services, while also allowing to stay up to date with the latest AI technologies and new vendors.

The VOR arrangement for the AI Scribe solution will be made available for all public entities in Healthcare sector in Ontario as well as OPS entities.

The proposed procurement is for Software-as-a-service (SaaS) solutions including licenses/subscriptions, maintenance, and support.

When executing the agreement, the RFB will adopt a Limited Contract Negotiation Framework (LCNF) to accommodate vendors providing solutions on a SaaS basis. LCNF provides vendors with the opportunity to conduct negotiation on specific contractual terms and conditions prior to the final award. This approach will maximize vendor participation, fostering competition and ultimately benefiting the clients.

The proposed open competitive procurement supports SO’s mandate of enabling spend aggregation across OPS and Non-OPS entities through a centralized procurement vehicle to drive down costs and create efficiencies and as a priority to generate buy-in among the key OPS and Non-OPS clients to increase the VOR Program uptake.

The VOR arrangement is owned and managed by SO. Public Healthcare Sector entities are key clients that were consulted and support this procurement.

## AI Scribe Solution Requirements

The AI Scribe Solution must comply with the requirements set forth below. Each requirement must be addressed comprehensively to ensure alignment with the objective of the VOR arrangement. Each requirement will be classified as Mandatory, Fundamental or Optional as defined as follows.

* Mandatory: These are essential requirements that must be met; failure to comply may result in disqualification.
* Fundamental: These are basic functionalities that we require, but non-compliance will not lead to disqualification.
* Optional: These are additional features that add value but are not mandatory and will not result in disqualification if absent.

### Clinical Requirements

#### Mandatory Requirements

* Real-Time Comprehensive Transcription Capabilities: The Bidder’s solution must provide comprehensive real-time (within 30 seconds) transcription of the patient-clinician conversation.
* Comprehensive Capture of Medical Data: The Bidder’s solution must be able to automatically generate detailed medical notes for clinicians, capturing the full scope of clinical information of the patient visit in the form of a SOAP (Subjective, Objective, Assessment, and Plan) note.
* Ensuring High-Quality and Accurate Generated Note: The generated documentation must meet the College of Physicians and Surgeons of Ontario clinical standards in Medical Records documentation. The standard can be found in the link below.

https://www.cpso.on.ca/en/Physicians/Policies-Guidance/Policies/Medical-Records-Documentation

* Direct Editing of Note Content: The Bidder’s solution must allow users to edit the generated clinical note content by direct editing within the platform via dictation or keyboard.
* Ability to Filter Background Noise and Exclude Irrelevant Information: The Bidder’s solution must be able to filter out background noise and irrelevant content in the generated clinical note (e.g., extraneous information that shouldn’t be included in the note such as unrelated conversations or noise from a distance).
* Ability to Accurately Transcribe Accents, Slang, and Clinical Acronyms: The Bidder’s solution must accurately transcribe conversations involving strong accents and varied speech patterns and understand clinical slang and acronyms commonly used in healthcare settings.
* Support for English: The Bidder’s solution must understand, transcribe, and generate clinical notes in English.
* Flexible Note Transfer and Integration with EMRs: The Bidder’s solution must provide the capability for clinicians to copy and paste notes into Electronic Medical Record system.

#### Fundamental Requirements

* Support for Multiple Note Templates: The Bidder’s solution should offer a list of note templates for clinicians to choose from to document the patient visit (e.g., SOAP notes, referral notes, consult note, summary notes).
* Support Customization of Note Templates: Clinicians should be able to create a new template or modify an existing template to suit specific practice or documentation preferences.
* Ability to Select and Modify Note Templates: The Bidder’s solution should allow users to switch to another note template at any point prior to finalizing the transcription during the visit, without losing any transcribed data.
* Support for French: The Bidder’s solution should understand, transcribe, and generate clinical notes in French.
* Ability to Generate Patient-Facing Visit Summaries: The Bidder’s solution should have the ability to generate summaries and instructions in an understandable format for patients, with the ability to tailor content to accommodate patient’s readability level.
* Ongoing Accuracy and Reliability Monitoring: The vendor should continuously assess, monitor and enhance the accuracy and reliability of AI scribe outputs, particularly as models and technology evolve.
* Pause and resume listening and transcription function: The Bidder’s solution should provide the ability for the clinician to temporarily pause its listening and transcription processes and resume later without data loss or disruption to the workflow. For instance, if a patient needs to leave the room for a short interval, the clinician should have the capability to pause the session and resume it as needed.

#### Optional Requirements

* Support for Additional Languages: The Bidder’s solution should support clinician-patient consultation in languages other than English and French and produce a report in either English or French.
* Learning from User Preferences: The Bidder’s solution should have the capability to learn and retain user preferences by remembering their editing preferences and styles to provide a personalized experience. This includes auto-saving user preferences, templates, and frequently used terms.
* Ability to Distinguish Between Multiple Speakers and Manage Multiple Conversations: The Bidder’s solution should differentiate between at minimum three (3) speakers, such as clinicians, patients, and caregivers, and effectively manage multiple conversations within the same recording (e.g., discussions involving multiple clinicians or separate patient interactions) in both the transcript and the generated note.
* Ability to Initiate Additional Sessions: The Bidder’s solution should allow the clinician to initiate a new session while maintaining the original session in progress, enabling multiple sessions to run concurrently.
* Ability to tailor content for patient readability: The Bidder’s solution should have the ability to tailor content to accommodate patient’s readability level.

### Business Requirements

#### Mandatory Requirements

* English as the Default User Interface Language: The Bidder’s solution user interface must be in English.
* Onboarding and Training program: The vendor must offer comprehensive onboarding and training support to clinicians, accommodating various needs by offering both in-person and virtual options.
* Availability of Comprehensive User Guides: The vendor must provide detailed App platform and/or online manuals and resources to help users efficiently navigate and use the solution.
* Technical Support: The vendor must offer technical support for users, ensuring timely issue resolution as defined in the Service Level Agreement.
* Service Level Agreement: The Bidder must include a service level agreement in the customer contract outlining the level of service and performance to be expected.
* The vendor must provide a free trial period of no less than 30 calendar days, upon request from a client, to allow for comprehensive evaluation of the solution’s features and performance.

#### Fundamental Requirements

* Usability & User-Friendly Interface: The Bidder’s solution interface should be intuitive and easy to use, requiring minimal training for physicians.
* Platforms & Devices Versatility: The Bidder’s solution should operate on multiple devices: different web browsers, smartphone Apps (Android and Apple), and desktop Apps (Windows, Linux, Apple).
* Support for Intermittent Connectivity and Offline Mode: The Bidder’s solution should handle intermittent internet connectivity, allowing users to continue recording sessions. Once connectivity is restored, the system should automatically sync the data, ensuring no loss of transcriptions or session information, with clear notifications or prompts to users about data synchronization status.
* Pricing & Business Models: Vendors should offer flexible pricing models, including free trials, monthly and yearly subscription plans, and reasonable contract cancellation process.

#### Optional Requirements

* Support for French language user interface: The Bidder’s solution should offer a French language user interface.

## VOR Refresh Process

Supply Ontario, at its option, may conduct a refresh process as often as once per year during the Term of the Master Agreement. This refresh option, if exercised, would:

* Provide an opportunity for new bidders to bid on the VOR arrangement; and
* Add a new AI Solution other than AI Scribe Solution as they become available and relevant to our clients
* Provide an opportunity for existing Vendors to bid on any AI Solution which they had not been previously awarded.

Existing Vendors may not bid on any AI Solution that they were previously successfully awarded during the Term of the Master Agreement. A Vendor that was previously awarded an AI Solution will remain on the Vendor of Record for that AI Solution regardless of the results of the refresh process.

Existing Vendors that bid on and are awarded AI Solution through such a refresh process will receive an amendment to their Master Agreement with the Supply Ontario which will include any newly awarded AI Solution including pricing identified through the refresh process, if applicable. The amendment to the Master Agreement would be generated by Supply Ontario and signed by both parties.

## Business Continuity Plan

The Vendor must have a business continuity plan in place. Should the need arise, the Vendor will be required to execute its business continuity plan within five (5) calendar days of identifying the need to utilize the business continuity plan or upon request by Client.

### **Business Continuity Management and Disaster Recovery Framework**

* The Vendor must have a documented Business Continuity and Disaster Recovery Framework that can support enterprise business continuity management. The framework must show consistent processes that support and guide The Vendor’s business continuity and disaster recovery programs. The framework must include.
* Documented policies and procedures that allow The Vendor to meet the provision of the AI Scribe Solution.
* Objectives, team structure and roles and responsibilities
* Metrics for measuring success, tied to the Client’s objectives

### **Disaster Recovery Strategy**

* The Vendor must provide disaster recovery capabilities to support Clients’ Business Continuity requirements.
* The Vendor must provide the Supply Ontario with evidence of the tested recovery capabilities.
* In the event of a system failure which causes the normal service to be unavailable, the system and data will Meet the requirements in section 1.7 (Performance Metrics & SLA’s).

## Exit Strategy & Transition Requirements

Upon termination of the Master Agreement, the Vendor shall, in addition to its other obligations under the Agreement and at law:

* Create a detailed plan with the client that details how the incumbent vendor will support in the client’s transition strategy
* Complete the transition efforts to the satisfaction of the client in a timely manner
* Support provided for the transition will be at no additional cost to the client
* Work with the client in their exit strategy and transition efforts from the incumbent to the new vendor ensuing the business continuity.

## Reporting Requirements

The Bidder shall provide to Supply Ontario a Monthly Bidder Activity Report (the “Report”), no later than ten (10) Business Days after the end of each month throughout the Term of the Master Agreement, i.e., monthly. Supply Ontario may revise the Report or the format of the report from time to time and the Bidder shall make best efforts to provide any new information in its Report or to provide the information in the new format, as appropriate.

The Report shall be submitted by the Bidder as directed by Supply Ontario. The submission shall be via an online reporting portal, unless otherwise directed by Supply Ontario. The Bidder shall be solely responsible for all costs associated with establishing, producing, and submitting the Report.

If there is no activity for the month (i.e., no invoice billing for the month), the Bidder shall provide a ‘nil’ Report to Supply Ontario confirming no such volume via the online portal (subject to change at direction of Supply Ontario/ Client).

**Monthly Bidder Activity Report Sample Requirements**

The following table contains a sample of possible reporting requirements for the Report.

|  |  |  |
| --- | --- | --- |
| # | Topic | Description |
|  | Who | The VOR; the Bidder. |
|  | What | Monthly Reporting: The Bidder shall submit a mandatory monthly activity report that will reflect all activities pertaining to the provision of goods/services to the Client and under the Contract.  Details of such reports can include but are not limited to information such as:  Order date;  Client (e.g., ministries);  Branch, Client contact details;  Non-OPS Entity;  RFS/SOW number;  Goods/service quantity purchased totals; and  Total invoice amount and applicable tax.  Ad-Hoc Reporting: The Bidder may also be required from time-to-time, to provide Supply Ontario / Client with other documentation requests or information including compliance with accessibility requirements.  Nil or Zero Activity Reporting: Supply Ontario / Client does not guarantee any business or activity in a given month; however, Bidders are still required to submit a monthly 'Nil' or 'zero activity' report to ensure monthly activity reporting compliance. |
|  | Why | Analysis and Performance Monitoring: The monthly activity reports are a mandatory deliverable as specified in this RFB.  The reports will be used by Supply Ontario for tracking and analysis purposes to better serve Clients in future procurement initiatives. |
|  | When | Within ten (10) Business Days: monthly activity reports are to be submitted no later than ten (10) Business Days after the end of each month, throughout the entire Term of the Master Agreement. |
|  | How | Monthly Activity Reporting Template: A monthly activity report template will be provided to the Bidder by Supply Ontario and shall be submitted electronically in an Excel 2010 compatible format.  The template will be provided to the Bidder at the Contract implementation workshop, which is held between Supply Ontario and the Bidder upon execution of the Master Agreement.  The Bidder shall comply with the naming conventions and format specified in the monthly activity report. The monthly activity report template is not to be altered or changed in any way unless otherwise specified or agreed to, by Supply Ontario. |
|  | Where | Supply Ontario’s / the clients’ Mailbox or Reporting Portal (as directed by Supply Ontario / Client): Monthly activity reports will be submitted electronically to Supply Ontario’s centralized reporting mailbox/reporting portal as specified by Supply Ontario. |

The Bidder shall provide any other documentation, information, or reports upon request from Supply Ontario. Attachment 6 – Reporting Requirements provides additional reporting requirement details.

## Bidder Contact Information

Within ten (10) Business Days of the execution of the Master Agreement, the Bidder shall promptly inform Supply Ontario of their contact information for the issuance of RFSs, contract administration issues for SOWs, and customer service. Should this contact information change at any time during the Term of the Master Agreement, the Bidder shall promptly notify Supply Ontario within two (2) Business Days of the change.

## VOR User Guide

Upon establishment/refresh of the Vendor of Record arrangement, Supply Ontario will endeavour to prepare an updated Client guide to the Master Agreement for the Services (“User Guide”) and to publish same on the relevant Intranet website and public website (e.g., the Doing Business with the Ontario Government website or the Supply Ontario website). The User Guide may contain descriptions of the Deliverables (e.g., Service Categories), Bidders’ contact information, and Bidders’ rates for their Services. Such information may also be included in separate published documents.

## Conflict of Interest

The Bidder shall notify the Client in writing of any perceived, potential, or actual conflict of interest as soon as the Bidder or any employee of the Bidder becomes aware of the issue.

## Diversity, Inclusion, and Respectful Workplace

In accordance with the OPS values, Supply Ontario, Clients, Bidders, and Bidder employees shall value diversity, including Ontario’s diverse Francophonie. All parties to the Master Agreement, and their employees, shall endeavour to address systemic racism in the workplace (in accordance with the Preamble of the [*Anti-Racism Act*, 2017](https://www.ontario.ca/laws/statute/17a15) SO 2017, c 15)and contribute to a culture that champions inclusion, diversity, multiculturalism, and respectful workplaces.

The Bidder shall ensure that it maintains a respectful workplace free of harassment, discrimination, and violence.

The Bidder and its employees shall comply at all times with the Ontario Public Service’s Respectful Workplace Policy (Policy to Support a Respectful Workplace and Prevent Workplace Harassment and Discrimination) (RWP) and Workplace Violence Prevention Policy (WVPP). Such policies will be made available to the Bidders of Record upon request. Throughout the Term of the Master Agreement, including any extensions, the Bidder shall comply with any future additions or modifications to the RWP and the WVPP.

As stated in the RWP, the OPS is committed to fostering and sustaining a respectful workplace that is inclusive, diverse, equitable, accessible, and free from workplace harassment and discrimination. The RWP upholds Ontario's human rights and workplace health and safety laws and emphasizes prevention and early intervention through a focus on respectful workplace culture.

## Client Satisfaction Survey

During the Term of the Agreement the SO may conduct Client satisfaction surveys to obtain feedback on the Deliverables and Services provided under the Agreement.

The SO will review Client satisfaction surveys to ensure Bidder compliance to the Agreement and to assess Client satisfaction. The survey results will be discussed with the Bidder to obtain feedback and resolution of any issues arising out of the surveys. Results of the surveys may be made available to Clients on an annual basis.

## Accessibility Standards

The Bidder shall have an understanding of accessibility and accommodation requirements of persons with disabilities in the provision of Deliverables. Accordingly, Training programs must be accessible to persons with disabilities and the Bidder shall accommodate, at no additional cost, all accessibility needs of trainers and trainees in the provision of the Training Services. Without limitation, the Bidder shall ensure:

* All course and Training materials meet accessibility requirements as outlined in the Accessibility for Ontarians with Disabilities Act ([AODA](https://www.aoda.ca/));
* In-class Training sessions are offered in facilities that are accessible to persons with mobility or other disabilities;
* Upon request, additional accessibility related assistance including alternate formats of print and electronic information and sign language interpreters (for example) are arranged by the Bidder in the format of the Client’s preference;
* accessibility software (such as JAWS, Dragon Naturally Speaking, Zoomtext, Kurzweil, Windows Eyes etc.) interacts with I&IT and desktop applications; and
* the use of TTYs, Interactive Voice Response (IVR) technology (which allows a computer to interact with humans through the use of voice and Dual-tone Multi-frequency (DTMF) keypad inputs), caption use in the development of videos, audio description, etc.

At SO’s and/or Client’s request Bidders must provide the following:

1. Comprehensive Accessibility Testing Plan
2. Accessibility Compliance Report
3. User Testing Results with Individuals with Disabilities

SO shall conduct an annual review of accessibility standards and bring forth any changes to this section as deemed necessary.

## Contractor Security Clearance

1. Upon notification from Supply Ontario or the Client, which may either be prior to execution of the Master Agreement or at the time of any particular Statement of Work through a second-stage selection process, the Proponent/Supplier shall obtain one or more of the following Security Screening Checks and obtain clearance from SO for any person, including directors, officers, employees, agents or sub-contractor, as applicable, engaged in the performance of the services:
   1. Criminal Record and Judicial Matters Check (CRJMC);
   2. Vulnerable Sector Check (VSC);
   3. Company Level Check;
   4. Driver’s Record Check;
   5. Credit Check;
   6. Out-of-Country Police Certificate (US and/or International);
   7. Out-of-Country Driver’s Record Check (US and/or International);
   8. Any other Security Screening Check as deemed necessary by Supply Ontario at its sole discretion, on the basis of a contract risk assessment.
2. The Supplier shall obtain the Security Screening Checks set out above at its own cost, unless notified otherwise by Supply Ontario
3. If required, screening checks must be completed before the Supplier and Supply Ontario enter into the Master Agreement, if applicable, or before the Supplier and the Client enter into the Statement of Work.
4. All required information shall be provided in a form acceptable to Supply Ontario.

**[End of The Deliverables]**