



SAN FRANCISCO HEALTH SERVICE SYSTEM

Affordable, Quality Benefits & Well-Being

REQUEST FOR PROPOSALS FOR San Francisco Health Service System

Employee Assistance Program (EAP) Services for City Employees and Mental Health Services for First Responders of the City and County of San Francisco

RFPQ#HSS2021.W4

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Background:

A working group comprised of (a) the San Francisco Health Service System (SFHSS) and (b) City and County of San Francisco (City) departments that oversee first responders and frontline personnel, seeks to incorporate multiple mental health and employee assistance program (EAP) support and services into a single long-term strategic partnership with a qualified third-party vendor.

Minimum Contract Term: Three (3) Years with a maximum length of agreement of 10 years before a subsequent procurement is required.

Intent of this Request for Proposals (RFP):

The San Francisco Health Service System (SFHSS) is issuing this Request for Proposal (RFP) to enter into an agreement with a highly qualified EAP and mental health services partner, for services and implementation beginning on or before January 1, 2022.

Subcontracting/Sub-consulting Requirement:

The City strongly encourages responses from qualified LBEs. Pursuant to SF Admin. Code Chapter 14B rating bonuses will be in effect for any Respondents who are certified as a Small- or Micro-LBE with the Contract Monitoring Division (CMD) [<https://sfgov.org/cmd/>].

Proposed Schedule:

RFP Issued:	5/19/2021
Pre-Proposal Conf. Call:	6/3/2021, 10:00 AM (PT)
Deadline for Questions:	6/11/2021, 12:00 PM (PT)
Deadline for Proposals:	7/13/2021, 12:00 PM (PT)
Oral Interviews (TBD)	8/9/2021 - 8/20/2021
Intent to Issue Award:	9/5/2021 (estimated)
Implementation/Start Date:	Sept. – Nov. 2021 / by or before Jan. 1, 2022

RFP Questions and Communications:

To ensure fair and equal access to information about this RFP, any and all communications must be directed to michael.visconti@sfgov.org. Unauthorized communications may be cause for disqualification and rejection of Proposal(s). Questions must be in writing and received by the Deadline for RFP Questions. No questions will be accepted after this time, except with respect to any questions regarding Approved Supplier status with the City and County of San Francisco or CMD.

Banned States

Pursuant to Administrative Code Sec. 12X.5, absent an approved waiver, the City and County of San Francisco may not enter into any agreement with a contractor, supplier or vendor with its headquarters in a state on the Anti-LGBT State Ban List, or where any work under the agreement will be performed in any such state. The list can be found at: <https://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list>.

Requirement to be an Approved Supplier:

All respondents to this RFP must certify to become an Approved Supplier within ten (10) days of award or selection by SFHSS. This includes completing a 12B Equal Benefits Declaration. Serious respondents to this RFP should review the Approved Supplier and 12B process in detail here: <https://sfcitypartner.sfgov.org/pages/index.aspx>.

1. Introduction

The City seeks to establish a partnership with an established mental health vendor, that also has expertise in providing support for internal employee assistance programs (EAP's), and will provide (i) in-person and tele-health counseling services, that are (ii) readily available to our employees and first responders, (iii) through culturally competent clinicians, and that is (iv) effective at prioritizing care management and continuity of care.

In-person and tele-health counseling services. The selected vendor will effectively balance in-person and tele-health counseling. The vendor will eliminate barriers to accessing care and maximize the greatest number of methods and modalities for employees to access mental health services. As described in detail below, counseling provided to City Employees (estimated population 47,000) will include supporting the existing SFHSS EAP with Intake Services (2.1.1.1), Triage and Assessments (2.1.1.2) and Counseling (2.1.1.3) with **up to three (3) sessions per employee per issue within a rolling six (6) month period.** As described in detail below, additional mental health services and support (2.1.1) will be provided to a population of 5,000-plus first responders and their eligible dependents (if elected by their department) which will include up to **eight (8) outpatient counseling sessions per individual per rolling twelve (12) month period.**

Availability. The selected vendor will ensure network stability and availability of clinicians with a diverse range of cultural competencies. This will include (i) 24/7 triage¹ to respond to employee needs outside of regular business hours, (ii) near-time or real-time calendaring and scheduling processes to schedule sessions with timely follow-up calls, and (iii) an established network of counselors located in close proximity to our employee population throughout the nine (9) counties that make up the San Francisco Bay Area. This will also include **Critical Incident Stress Debriefing (CISD) services**, detailed in Section 2.1.2.2, below.

Cultural Competency. The City has highly diverse employee and first responder populations. **The City defines cultural competency not through self-selection by clinicians, but through established methods and practices**, such as those currently in place with the SFHSS EAP, San Francisco Police Department Behavioral Science Unit (SFPD BSU) and/or the San Francisco Fire Department (SFFD) Behavioral Health Unit.² These processes and procedures ensure clinicians possess an experienced understanding of our employees, particularly first responders, and the difficulties and challenges they face, both on duty and off, including common mental health issues and life challenges.³ The end result will be a pool of licensed counselors individually capable of establishing the level of rapport, trust and understanding necessary to serve and treat our employees, first responders and frontline personnel.

Comprehensive Care and Case Management. The selected vendor will balance care for our individual employees and first responders, by creating an uninterrupted **transition between different stages of care and treatment**, while considering rehabilitation and recovery as a whole. The selected vendor will also be tasked with allocating and leveraging the resources

¹ Triage is understood as intake and non-clinical assessment.

² Please refer to Section 1.3 (History of the SFPD Behavioral Science Unit) for a description of the comprehensive vetting process for counselors available to members of the San Francisco Police Department. For the purposes of this EAP, the SFPD BSU, the SFHSS EAP, and SFFD Behavioral Health Unit desire a similar approach to collaborative vetting of counselors.

³ Please refer to Sections 2.1.1 (subsection 10) and 2.1.2.1 (subsections 2 and 5) below for a list of common issues and obstacles facing our employees, first responders and frontline personnel.

available to our employees and first responders and ensuring minimal burden on employees and their families throughout the care and rehabilitation process. The selected vendor will be able to quickly assess and provide services for emergent and urgent issues 24/7/365. This should include triage, initiating emergency case management for the immediate warm-handoff of emergency calls outside of normal business hours, and referrals to 24-hour crisis hotlines and emergency services for an individual's elected health plan through the City. Furthermore, an individual's first counseling session(s) will be scheduled during the initial triage and assessment, within a finite number of days for urgent and non-urgent issues.

1.1 San Francisco Health Service System

The San Francisco Health Service System (SFHSS) is dedicated to preserving and improving sustainable, quality health benefits and to enhancing the well-being of employees, retirees and their families (referred to collectively as "Members" by SFHSS). SFHSS serves employees and retirees from four participating employer groups, as well as their dependents: the City & County of San Francisco, the San Francisco Unified School District, City College and the San Francisco Superior Court. SFHSS executes all process phases related to benefit operations and administration of non-pension benefits (including health, dental and vision) and manages wellbeing services and outreach for approximately 47,000 employees, 36,000 retirees and 53,000 dependents (totaling over 136,000 covered Member lives) in accordance with The City and County of San Francisco Charter §§ 12.200-12.203 and A8.420-A8.432, and San Francisco Administrative Code §§ 16.700-16.703.

For the 2022 Plan Year, non-Medicare eligible Members will have access to (i) three (3) flex-funded HMO plans, where SFHSS directly pays medical group capitation and claims [medical and prescription drug], inclusive of strategic ACO network partnerships, (ii) a self-funded PPO plan, (iii) a fully funded staff-model HMO plan for active employees and non-Medicare-eligible retirees (or "early retirees") in Northern and Southern California, and (iv) three additional fully funded staff-model HMOs for early retirees in Hawaii and the Pacific Northwest as follows:

- Blue Shield of California Access+ HMO
- Blue Shield of California Trio HMO
- Kaiser Permanente Northern and Southern California
- Health Net Canopy Care HMO
- SFHSS self-funded PPO administered by Blue Shield of California in partnership with Accolade
- Kaiser Permanente Hawaii, Northwest and Washington for non-Medicare eligible retirees

It should be noted that **all SFHSS health plans have highly integrated and comprehensive mental health and substance use disorder services**, inclusive of integrated clinical and pharmacy services, with established connections between mental health clinicians or behavioral health counselors and primary care providers.

These health plans will continue to provide mental health and substance use disorder services (inclusive of adequate access to appropriate providers, services and treatments, including aftercare), while coordinating with the SFHSS internal EAP, Department Behavioral Health Units, and the selected EAP vendor as a result of this RFP, as appropriate.

1.1.1 SFHSS Well-being Division

SFHSS supports all Members with a comprehensive in-house well-being program and dedicated well-being staff (the “Well-Being Division”). Partnerships with our current health plans and health benefit vendors are integral to the success of the Well-Being Division and SFHSS well-being programs. The Well-Being Division has several core functions, including:

- (i) providing an in-house, full-spectrum, Employee Assistance Program (EAP), staffed by City employees who are licensed clinicians,
- (ii) developing employee health and well-being communities and expanding department-level health and well-being buy-in,
- (iii) coordinating retiree health and wellness programs,
- (iv) administering healthy behavior campaigns and challenges,
- (v) promoting targeted health interventions and activities including diabetes prevention programs, healthy weight programs, flu vaccine clinics, health screenings, seminars, coaching, and group exercise classes, and
- (vi) maintaining a centrally-located Wellness Center available to Members at 1145 Market Street near the San Francisco Civic Center and City Hall.⁴

1.1.2 The SFHSS Employee Assistance Program

The SFHSS in-house EAP is dedicated to advancing employee well-being and a healthier workplace environment and addressing each work organization’s particular business needs. The SFHSS EAP is comprised of three full-time EAP counselors who are licensed clinicians with CEAP certification, supported by the Well-Being Division comprised of two well-being program coordinators, an assistant health educator, and a supervising Well-Being Manager.

The SFHSS EAP currently offers a variety of services to a pool of approximately forty-seven thousand (47,000) employees and their 43,000 dependents, from our four participating employer groups, including confidential counseling, individual consultation and coaching, referrals to external resources, management consultation and coaching, organizational consultation and intervention, education services including psychoeducation, workshops and trainings, critical incident response, case management, and navigating Members through the mental health and substance use disorder benefits provided to all Members enrolled in one of our many medical plan options listed in Section 1.1, above.

The SFHSS EAP also provides mental health subject-matter communications and messaging for City-wide distribution and engages in marketing and promotion of mental health services. SFHSS EAP counselors are licensed mental health therapists with extensive experience in mental health, management consulting, business management, workplace program development and training, crisis intervention and response, and are employees of the City and County of San Francisco. Counselors hold varying certifications in addition to their licensure, including CEAP, SAP, LAADC and Certified Workplace Mediator.

As described below, in April 2020 SFHSS onboarded a new EAP partner, ComPsych, to expand the breadth and scope of our in-house EAP service offerings to Members. This was in direct

⁴ Pursuant to the City’s COVID-19 and stay-at-home/work-from-home policies, as well as related City emergency orders, the SFHSS Wellness Center has been temporarily closed to Members since early 2020. However, virtual resources and wellness support continues to be provided to Members by SFHSS Well-being staff through Microsoft Teams webinars, emails, phone calls, the Well-Being web pages <https://sfhss.org/well-being>.

response to increased need due to the COVID-19 pandemic. SFHSS EAP continues to work in partnership with ComPsych for the current calendar year. Additional information about the SFHSS EAP is available at <https://sfhss.org/eap>.

1.1.3 The SFHSS Response to COVID-19

In response to COVID and to provide support for the SFHSS EAP, City employees, and City frontline workers (first responders, frontline medical staff), SFHSS partnered with ComPsych, an experienced, high-quality provider of EAP support, to back-up our existing in-house SFHSS EAP counselors through December 31, 2021. These supporting services include, but are not limited to, assessment, crisis response and management and referral services by guidance counselors to licensed therapists in the local communities with experience in a wide array of mental health issues.

As a result of our partnership with ComPsych, (a) triage services are now available 24/7/365 to better accommodate employees and frontline personnel with evening and weekend shifts, and (b) the City can prioritize healthcare workers and first responders as well as the urgent or emergent needs of non-frontline employees.

In addition to our partnership with ComPsych and in response to COVID-19, SFHSS has also engaged the following health and wellness partners to support employees and first responders:

- Cordico Inc. (a customized mobile mental health and wellness application for first responders and frontline service providers with the SFPD, SFFD, San Francisco Sheriff's Department and the San Francisco Department of Emergency Management)
- CredibleMind, Inc. (an integrated population-based mental health resource platform for all employees, retirees and their dependents over the age of 18)

1.2 Public Safety Working Group

SFHSS is partnering with City departments critical to serving and safeguarding the public and responding to critical incidents, including principally, the San Francisco Police Department (SFPD), the San Francisco Fire Department (SFFD), and San Francisco Sheriff's Department (SHF) (collectively, the "Public Safety Working Group"). As a result of this RFP, additional members of this group may include the Department of Public Health (DPH) and the Department of Emergency Management (DEM). Our combined goal is to better align mental health and EAP support and services, increase focus on first responders and frontline personnel, and establish a single, collaborative, long-term strategic partnership with a best-in-class provider of mental health services, using licensed clinicians.

For clarity, while SFHSS is leading this procurement, and the term 'SFHSS' will be used throughout this RFP, respondents are advised that decisions regarding the RFP and any agreement resulting from the RFP will be conducted in close partnership and coordination with the members of the Public Safety Working Group.

1.3 History of the SFPD Behavioral Science Unit

Established in 1980, the San Francisco Police Department Behavioral Science Unit (**SFPD BSU**) is SFPD's employee assistance program (EAP). In 2008, the Police Executive Research Forum

(PERF) identified the SFPD BSU as a national policing model and best practice for law enforcement. The SFPD BSU is staffed by one sergeant, three officers, and a chaplain (collectively the “SFPD BSU Staff”) who provide support for both sworn members, civilian employees, and their families (collectively, SFPD Members). Additional support for SFPD BSU Staff includes a peer support team, Critical Incident Response Team (CIRT), sworn police chaplains, alcohol and drug counseling personnel (also known as the “Stress Unit”), Catastrophic Illness Program (CIP) and vetted clinicians (known as “Psych Pros”). Psych Pros are contracted with a third-party EAP service provider, Managed Health Network (MHN), headquartered in San Rafael, California.⁵

The SFPD BSU regularly trains SFPD Members and their families in the EAP resources available to them. The SFPD has had a memorandum of understanding (MOU) -mandated contract for a dedicated SFPD EAP and mental health provider for over thirty (30) years.⁶ MHN is the current provider and has provided EAP and mental health services to the SFPD since 2011. United Behavioral Health (UBH) was the prior EAP service provider to the SFPD. In order for SFPD Members to see clinicians of their preference through the SFPD EAP program, SFPD members are asked to refer clinicians to the SFPD BSU for vetting and to become Psych Pros. Clinicians are also recruited from the First Responder Support Network (FRSN) which administers the West Coast Post Trauma Retreat (WCPR), a residential post-traumatic stress disorder (PTSD) program and facility.⁷

Each prospective or referred clinician is interviewed by the SFPD BSU team for cultural competency before becoming a Psych Pro. After a clinician is invited to join the Psych Pro panel, they contract with MHN (if they are not already a provider with MHN). New and existing Psych Pros attend the SFPD Community Policing Academy, SFPD Force Options training, and participate in a ride-along at an SFPD district police station. As a group, the Psych Pros meet quarterly with SFPD BSU Staff. Some clinicians have been on the Psych Pro panel for over 30 years and help to educate new Psych Pros.

SFPD Members contact Psych Pros directly and to schedule appointments. SFPD Members then contact MHN to receive authorization for treatment. MHN currently provides up to eight (8) visits per incident for SFPD Members.

Psych Pros also provide critical incident debriefs in coordination with the CIRT. The SFPD BSU also facilitates SFPD Members (routinely sworn SFPD officers) selected to attend the six-day WCPR. Up to seven (7) individuals attend the WCPR annually.

Additional information about the SFPD BSU may be found at <https://www.sanfranciscopolice.org/behavioral-science-unit> and <https://sfgov.org/policecommission/sites/default/files/Documents/PoliceCommission/PoliceCommission050819-BSUPresentation.pdf>.

1.4 Summary of 2019 Fire Request for Information

Established in 1866, the San Francisco Fire Department (SFFD) strives to fulfill its core mission of providing fire suppression, medical, and all-hazard response to the residents and visitors of San Francisco. The SFFD serves approximately 1.5 million people with its diverse workforce of approximately 1,800 members (SFFD Members).

⁵ Portal for MHN EAP available at <https://www.mhn.com/members.html>.

⁶ Article III (Pay, Hours and Benefits), Section 7 (Health and Dental Coverage), Cl. 294, Memorandum of Understanding between City and County of San Francisco and San Francisco Police Officer’s Association, Units P-1 and P-2A, July 1, 2018 – June 30, 2021, as amended.

⁷ First Responder Support Network, information available at <https://www.frsn.org/>.

The SFFD has identified first responder-focused EAP services as a major priority for the Department to support SFFD Members. These services would supplement the resources offered through the SFFD's Behavioral Health Unit (**SFFD BHU**), which encompasses all mental health needs of SFFD members. The SFFD currently has two (2) members assigned to this unit but given the level of demand for services as well as the complexities of many individual issues, additional resources are needed. The SFFD is looking to expand the types of services provided, to include a wider-ranging scope of resources its members can rely on for support.

These services have been formally incorporated into its current MOU with the local firefighters' union. The SFFD led a Request for Proposals (RFP) process in 2016 and a Request for Information (RFI) process in 2019, and has partnered here with SFHSS, the SFPD and Public Safety Working Group stakeholders for this RFP process to develop and procure a City-wide solution that meets the demands of the City's crucial first responder workforce.

1.5 Target Population

For the purposes of this RFP, the estimated target population of City employees and First Responders (including frontline personnel) is summarized below. Numbers are estimates based on 2020 employee and dependent counts and may fluctuate incrementally from month to month with changes in budgeted positions, hiring, training/onboarding and retirements.

1.5.1 Target Population for Section 2.1.1. (Services to Support the SFHSS EAP and City Employees)

Population	Members	Eligible Dependents ³	City EAP Support
City Employees	47,000*	Dependents of non-First Responder Employees are <u>not</u> eligible for Section 2.1.1. EAP Services under an agreement resulting from this RFP	SFHSS EAP

*currently includes sworn officers and uniformed personnel from SFPD, SFFD and SHF, detailed below, who going forward will be included in the Target Population for Section 2.1.2. to avoid double-counting.

Despite a large total population, third-party EAP utilization among City Employees remains low. This may be attributable to ease-of-access to our internal (City) EAP counselors, or to the extensive mental health and substance use disorder services available to City Employees enrolled in one of the available HMO or PPO plans offered by SFHSS.

As described above, in 2020, SFHSS engaged ComPsych for additional EAP services and support for the internal City EAP counselors. The following is a summary of EAP Services provided by ComPsych beginning with service go-live on April 24, 2020 through the beginning of April 2021. The below numbers include calls, sessions and cases for City Employees (with an average CY2020 population of around 36,103) and First Responders (average population around 6,233). Compared to this RFP, under our current agreement, City Employees and First Responders receive three (3) base sessions and City Employees can obtain up to six (6) sessions on a per session basis, and First Responders up to ten (10) sessions.

Please note that the numbers below do not include sessions provided by in-house SFHSS EAP counselors and any sessions that have yet to be submitted to ComPsych by counselors as of the date of reporting.

City Employee and First Responder Population Utilization of Third Party EAP Services
(ComPsych) 4/24/2020 – 4/1/2021 (342 days):

Total Cases : 801

Referrals: 791

# Counseling Sessions per Referral (4/24/2020 – 4/1/2021)		
Sessions Used	First Responders (10)	All Other Employees (6)
0	60	499
1	7	39
2	3	27
3	3	23
4	4	16
5	1	22
6	1	102
7	1	-
8	4	1*
9	1	2*
10	5	-

*exception made, Employees are limited to six sessions

Sessions: 1,071

Assessments that did not result in a session/case: 559

Call Volume:

- Monthly average: 215
- High (complete month): 324 (May 2020, first full month of services with ComPsych)
- Low (complete month): 154 (July 2020, February 2021)

Call Volume (by time of day):

Time of Day of Calls (PT)	YTD
12a-4a	33
4a-8a	147
8a-11a	664
11a-2p	669
2p-5p	562
5p-9p	201
9p-12a	83

Top Presenting Issues:

- Stress (23%)
- Partner/Relationship (17%)
- Psychological (15%)

- Anxiety-Related (12%)
- Depression (7%)

1.5.2 Target Population for Section 2.1.2. (First Responder Mental Health Services and Support)

Population	Members	Eligible Dependents ⁸	Department Behavioral Health Support Division	Cases through HSS third-party EAP ComPsych 4/24/2020 – 4/1/2021 (342 days)
SFPD Members	2,300 ¹	3,500 ⁴	SFPD Behavioral Science Unit	7 ³
SFFD Members	1,800 ¹	2,700 ⁴	SFFD Behavioral Health Unit	46
SHF Members	830 ¹	1,350 ⁴	No	14
DPH Members	8,000	-	No	171
DEM Members	270 ²	290	No	7
Total (est.):	13,250	7,840	N/A	74

¹ Sworn Officers/Uniformed Members. Please note that other SFPD, SFFD and SHF employees receive the same EAP services and support as other City Employees (Section 2.1.1.).

² Following the RFP, DEM Members may be selected to receive services under Section 2.1.2. along with other first responders. If not, DEM Members will be provided the same services as other City Employees (Section 2.1.1.) and continue to be supported by our in-house SFHSS EAP.

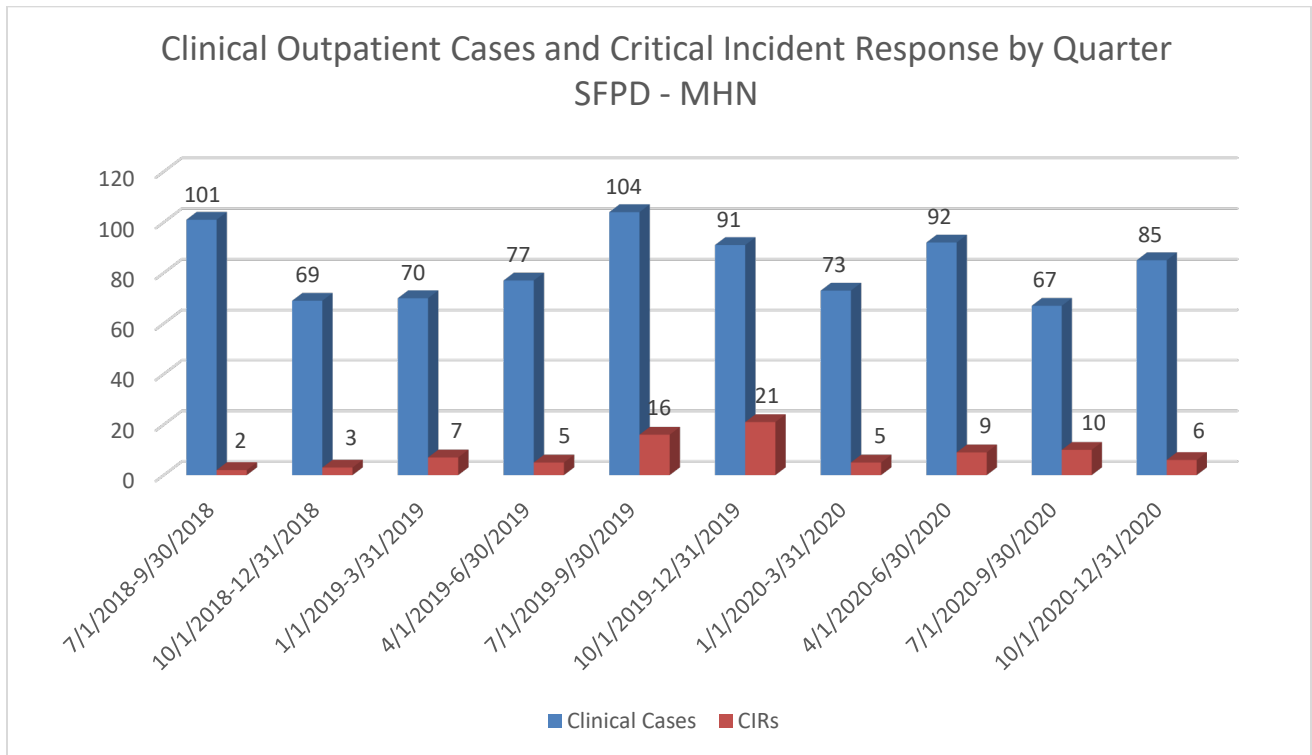
³ For the period of 4/24/2020 – 4/1/2021 (342 days), SFPD Members continued to receive outpatient EAP and mental health services through the SFPD vendor partner MHN (Section 1.3) which may account for the lower utilization of services through ComPsych during this period.

⁴ Eligible dependents of sworn officers of the SFPD currently receive services through MNH. They will continue to do so under an agreement resulting from this RFP. As a result of this RFP, following an assessment by their respective departments, eligible dependents of SFFD, SFH and DEM members may also receive services similar to the eligible dependents of the SFPD.

SFPD Service Utilization

For reference, the following chart represents the utilization of Clinical Outpatient Cases by MHN for SFPD, by quarter, as well as the number of Critical Incident Responses by quarter (see section 2.1.2.2 “Critical Incident Stress Debriefing Services”, below), from July 1, 2018 through December 31, 2020.

⁸ Including legal spouse or domestic partner, physically or mentally incapacitated parent, unmarried child up to age 26, disabled dependent child, as defined by the City.



Call Activity (MHN, July 2020 – March 2021): 562

Routine Cases (MHN, July 2020 – March 2021): 305

Crisis Cases (MHN, July 2020 – March 2021): 0

EAP Clinical Cases (MHN, July 2020 – March 2021): 249⁹

Critical Incident Stress Debriefings¹⁰ (MHN, July 2020 – March 2021): 24

Consultations with SFPD/Management (MHN, July 2020 – March 2021): 1

Life Management Services¹¹ (MHN, July 2020 – March 2021): 31¹²

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⁹ Face-to-Face: 245; Telephonic: 2; Web-Video: 2.

¹⁰ For reference, please see Critical Incident Stress Debriefing (CISD) services, detailed in Section 2.1.2.2.

¹¹ For reference, see subsection 11 (Supplemental Service for City Employees) under Section 2.1.1. Currently, MHN provides SFPD with (i) referrals and information on assisted living, nursing homes, home health care, geriatric care management, caregiver support resources (Elder Care Assistance), (ii) referrals and information about child care centers, before/after school care, nanny agencies, family day care homes, parenting camps (Childcare Assistance), (iii) access to a program of comprehensive financial support services (Financial and Legal Advice), and (iv) a suite of other educational resources to support mental and behavioral health and well-being for officers and their dependents.

¹² Adult/Elder Support Services - 6; Daily Living – 1; Information Only – 14; Legal Services – 10. For legal services, MHN provides a nationwide network of attorneys to provide consultation to SFPD Members regarding their legal concerns. Callers can obtain consultation for any legal issue, with the exception of those involving disputes or actions between an employee/dependent and their employer or for business issues.

2. Scope of Work

This scope of work is a guide to the work SFHSS expects to be performed by the selected vendor. It is not a complete listing of all services that may be required as SFHSS expects respondents to the RFP to propose their best approach to the services, the City, SFHSS and the Public Safety Working Group.

The selected vendor will work closely with the SFHSS Well-being Division, the SFHSS EAP, and the Public Safety Working Group. This vendor will be managed directly by the SFHSS Well-being Division and the SFHSS EAP in close collaboration with the Public Safety Working Group and will be expected to meet on a monthly or quarterly basis with specific departments and EAP units, including the SFPD BSU and SFFD BHU.

Pursuant to Section 3 of the RFP, an evaluation panel will review and score timely submitted proposals that meet the minimum qualifications to bid. SFHSS will select the highest-rated qualified respondent. The selected respondent is expected to provide the requested services, at or above the required standards that transcend EAP norms, including, but not limited to, the Employee Assistance Program Association (EAPA) Code of Ethics and requirements of "Certified Employee Assistance Professionals", while enhancing the quality of mental health services and counseling provided to City Employees, first responders and frontline personnel. This includes, but is not limited to, maintaining a diverse assembly of racially, culturally, socio-economic and identity-relevant professionals, who are licensed and located in California to perform the outlined services and can provide the necessary additional services, administrative support and reporting necessary for a robust and long-term partnership.

Overview of the Scope of Work

Section 2.1: Core EAP Support and Mental Health Services

- 2.1.1. Services to Support the SFHSS EAP and City Employees
- 2.1.2. First Responder Mental Health Services and Support
 - 2.1.2.1 First Responder Counseling Services
 - 2.1.2.2 Critical Incident Stress Debriefing Services
 - 2.1.2.3 Case Management and Substance Abuse Referral Services
 - 2.1.2.4 Coordination with Residential Treatment and Mental Health Treatment Programs and Partners
 - 2.1.2.5 Access to San Francisco Police Department Behavioral Science Unit Vetted Clinicians

Section 2.2: Administration and Support Services

- 2.2.1 Surveys
- 2.2.2 Training Programs
- 2.2.3 Reporting
- 2.2.4 As-Needed Marketing and Support Services

Section 2.3: Project Management and Communications Services

- 2.3.1. Project Manager
- 2.3.2. Communications

2.1 Core EAP Support and Mental Health Services

The selected respondent will propose a method and strategy to perform the Core EAP Support and Mental Health Services outlined in 2.1.1 (Service and Support for SFHSS EAP and City Employees) and 2.1.2 (First Responder Mental Health Services and Support) and have the capability to balance the needs and coordinate services with the SFHSS EAP and the Public safety Working Group, including the SFPD BSU, SFPD BHU, and SHF, DPH and DEM departments.

The inability to perform some or all of the Supplemental Services for First Responders and City Employees (Section 2.1.3) should not preclude a respondent from submitting a proposal. Although not required, respondents may elect to provide the Supplemental Services through a partnership or outsourcing to a third-party or organization.

A respondent shall clearly identify in its proposal any and all services or specifications it is unable to meet as of the time its proposal is submitted to SFHSS. The inability to provide all services as specifically described in the RFP should not preclude a respondent from submitting a proposal. A respondent may also identify an alternative approach or specification based on its book of business, industry or clinical best-practices, or a commitment, plan and timeline to meet the requested services within the first four-to-six months of an agreement resulting from this RFP. Absent this, SFHSS will assume the respondent is unable to provide the unidentified and unspecified services.

2.1.1. Services to Support the SFHSS EAP and City Employees

SFHSS has determined that the level of EAP support and services procured in response to COVID-19 will continue to be necessary after 2021.¹³ As such, they have been included in this RFP. While utilization may fluctuate from month to month or in response to new or ongoing external factors (such as COVID-19), the need for ongoing support for our SFHSS EAP division and City Employees will remain in 2022-2024. These services overlap and support in-house EAP services, including SFHSS EAP, SFPD BSU and SFPD BHU currently and as a result of this RFP, we are looking for greater integration across all departments and services.

As such, Respondents to this RFP are expected to provide the following Services to Support the SFHSS EAP and City Employees:

1. Intake Services, 24/7/365 EAP phone intake services and crisis hotline to accommodate individuals outside of normal working hours (8-5/M-F) and who have evening, night and weekend shifts. Intake services will be performed by licensed clinicians or by masters-level staff who are trained and supervised by licensed clinicians. Intake services may be performed by individuals located outside of California but cannot be provided by off-shore/non-U.S. service providers/subcontractors.¹⁴ Intake Services must transition via a warm-handoff to a Clinical Assessment, especially for urgent and emergent cases and for any First Responders.¹⁵

¹³ This is in alignment with the Request for Proposals for EAP Support and Services dated March 30, 2020, available at <https://sfhss.org/RFPs>.

¹⁴ This prohibition is required by the City and County of San Francisco and the San Francisco City Attorney.

¹⁵ First Responder and Frontline Personnel shall include approximately

2. **Triage and Assessments.** Triage and clinical assessments include and are not limited to tele-health EAP clinical assessments. Clinical assessments must be performed by California licensed clinicians. Clinical Assessments cannot be provided by non-California or off-shore/non-U.S. service providers/subcontractors. Clinical Assessments shall include:
- 24/7/365 assessment, referral and warm handoff to EAP Counseling or a mental health provider for urgent and emergent calls, as appropriate,
 - supporting services for Clinical Assessments, including:
 - Real-time scheduling of EAP Counseling for non-urgent calls,¹⁶
 - Chat/counseling application and/or EAP communications software that can be used by City Employees
 - Chat/counseling application and/or EAP communications software that can be used by SFHSS EAP Counselors¹⁷
3. **Counseling.** In-person and tele-health counseling with **up to three (3) sessions per employee per issue within a rolling six (6) month period** for City Employees, with a clinician licensed to perform the counseling in the state in which the City Employee is located.¹⁸ Counseling may include group counseling sessions, including scheduling, communications, and follow-up with participants.

The selected respondent is also expected to provide the following:

4. **Routing System.** A system for routing non-urgent/non-emergent calls, if requested by an individual or as-appropriate given the nature of the issue, to
- a City EAP counselor (i.e., a licensed SFHSS EAP counselor, a counselor pre-vetted by SFHSS EAP, the SFPD Behavioral Science Unit (see Psych Pro, above), by the SFFD Behavioral Health Unit and/or by SHF)
 - a mental health clinician with the employee's health plan provider (Section 1.1 above),
 - one of respondent's EAP counselors licensed in the State of California, or
 - one of many SFHSS-identified community resources
5. **Licensed Counselor Network Management.** Active management of respondent's network of licensed counselors to ensure a stable and sufficient quantity of available licensed clinicians with a diverse range of cultural competencies to support City Employees within the California counties which make up the San Francisco Bay Area and counties outside of the San Francisco Bay Area where City Employees may be stationed¹⁹. Respondent should possess and maintain a broad provider network of California-licensed providers including but not limited to: Licensed Marriage and Family Therapists (LMFTs), Licensed Clinical Social Workers (LCSWs), Psychologists, Psychiatrists & Licensed Professional Counselors.

¹⁶ It is important that respondents are able to leverage existing City resources, such as in-house EAP counselors, as well as behavioral health clinicians available through each individual employee's health plan (Section 1.1).

¹⁷ As permitted under California and Federal laws and regulations.

¹⁸ Nearly all City Employees are located in the State of California.

¹⁹ The counties which make up the San Francisco Bay Area are: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma. The counties outside of the San Francisco Bay Area where City Employees may be stationed are Stanislaus, Tuolumne and San Joaquin.

6. Counselor List. An easily accessible list of California Licensed Clinicians²⁰, available in real-time or near-real-time²¹ by SFHSS and City Employees. The provider listing should also be accessible electronically, with enabled access through personal computer or smart phone with the ability to directly contact any available clinician in the network by phone or email through embedded linkages under the Clinician's profile that includes a picture.
7. Follow-up System. Contractor will have an SFHSS-accepted system that ensures timely follow-up, reminders and satisfaction surveys²² for City Employees that call-in or utilize Services.
8. Critical Incident Support. Support for SFHSS real-time responses to critical incidents. Critical Incident Support will include referrals for ongoing individual counseling by an SFHSS EAP Counselor or a mental health clinician with the employee's health plan provider (Section 1.1 above) and Intake Services (subsection 1., above) uniquely tailored to the critical incident.

Please note... at this time, Critical Incident support is limited to select First Responder Departments²³ and provided by their existing service providers (see MHN for SFPD above). However, at a future date SFHSS may explore expanding Critical Incident Support to other City Departments. If respondent is capable of providing real-time response services and support for critical incidents, please provide your capabilities as part of your RFP response.

9. Online Scheduling Tool. The ability for City Employees to schedule their own appointments via an online platform that shows appointment availability in real time along with a comprehensive profile of the network's clinicians. That profile should include a profile picture, type of license and license number, area(s) of specialization, languages spoken, and insurance accepted²⁴. This online platform shall include filters that allow individuals to choose the gender of their clinician, ZIP code, miles radius, and insurance accepted.
10. On-demand EAP Resources and Outreach. Online and on-demand EAP, mental health and wellbeing resources (available via mobile phone [iOS and Android], laptop/desktop [PC/Mac]), including, but not limited to, webinars, seminars and materials addressing relevant mental health and emotional well-being topics. The selected Respondent should engage in the active provision and distribution of detailed information about available EAP, counseling, mental health, and related services that are available to City Employees. In addition, Respondent resources should target First Responders (and frontline personnel), including, but not limited to, common mental health issues facing

²⁰ California Licensed Clinicians shall include Licensed Marriage and Family Therapists (LMFT)s, Licensed Clinical Social Workers (LCSW)s, Licensed Professional Clinical Counselors (LPCCs), Psychologists and/or Psychiatrists and must be located in the State of California when doing business here including providing counseling to persons located in California.

²¹ For example, updated daily or weekly.

²² See Section 2.2.1 (Surveys).

²³ Critical Incident Support will be distinct from Section 2.1.2.2 (Critical Incident Stress Debriefing Services) for First Responders.

²⁴ Counselor will support City Employees (including First Responders) by minimizing out-of-pocket costs including, but not limited to, using in-network health plan providers (Section 1.1.), SFHSS EAP Counselors, and Contractor Counselors.

this population such as, post-traumatic stress , crisis trauma, anger management, alcohol and other substance abuse, depression, anxiety, job burnout, grief, divorce or relationship issues, sexual issues, physical or stress related disability, physical abuse, parenting issues, eating disorders, first-responder- frontline personnel-specific work issues, workplace injury, life transitions, retirement, financial issues, emotional issues related to illness, elder care/aging parents and suicide.

11. Supplemental Services for City Employees. As a result of this RFP, SFHSS may seek to continue providing certain supplemental services to all City Employees. The Supplemental Services listed below are the same or similar services currently provided to approximately 2,300 SFPD Members and their eligible dependents. Please note that the following Supplemental Services may be provided through a partnership or third-party/subcontractor. However, if an RFP respondent is not currently capable of performing these services, and does not yet have a partnership, this will not prevent that respondent from bidding on these services. As such, respondents shall identify which services are not currently available and/or available through a subcontractor and what additional services not listed below may be available to employees and members.
- a. *Information on Childcare Assistance.* The selected respondent may be asked to provide information and referrals to local childcare resources. The selected respondent would also identify resources to help with adoption, resources for families with who have children with special needs, and resources for children and adolescents with mental health needs.
 - b. *Information on Elder Care.* The selected respondent may be asked to provide members with referrals for information on assisted living, nursing homes, home health care, geriatric care management, and caregiver support resources.
 - c. *Financial Planning and Support Services.* The selected respondent may be asked to provide financial support services with access to some or all of the following services including:
 - bankruptcy counseling,
 - college fund planning,
 - budgeting to cope with reduction in household earnings;
 - financial services and support aimed at reducing household and individual debt, increasing savings, improving household budgeting, and reducing credit card debt (e.g., lowering rates; consolidating debt),
 - retirement planning,
 - first time home buying,
 - foreclosure prevention,
 - responding to and preparing for a major life event, and identity theft prevention.
 - d. *Access to Legal Assistance.* The selected respondent may be asked to provide access to a network of attorneys that can provide consultation regarding legal concerns, with the exception of legal concerns involving disputes or actions between an employee/dependent and their employer or for business-related issues. Reasons for seeking legal services may include: Divorce/custody issues, Bankruptcy, Criminal, Personal injury/malpractice, Estate planning/wills/trusts, Small claims, Real estate, Adoption, Landlord/tenant and Probate.

2.1.2. First Responder Mental Health Services and Support

The selected respondent will offer additional mental health services to support first responder and frontline workers (collectively, “First Responders”) 24 hours a day, seven days a week, 365 (366) days a year.

In addition to the Services to Support the SFHSS EAP and City Employees (2.1.1.), First Responders Mental Health Services and Support shall include the following:

- First Responder Counseling Services (Section 2.1.2.1),
- Critical Incident Stress Debriefing Services (Section 2.1.2.2),
- Case Management and Substance Abuse Referral Services (Section 2.1.2.3),
- Coordination with Residential Treatment and Mental Health Treatment Programs and Partners (Section 2.1.2.4), and
- Access to San Francisco Police Department Behavioral Science Unit Vetted Clinicians (Section 2.1.2.5).

2.1.2.1 First Responder Counseling Services

Counseling Services for First Responders shall include the following:

1. **First Responder Counseling Services. Eight (8) counseling sessions, per incident, per individual, per rolling twelve (12) month period**, which are short-term, solution-focused outpatient counseling services with a California licensed clinician. First Responder Counseling Services shall include face-to-face or tele-health²⁵ counseling. First Responders shall be able to select web-video or telephonic Counseling Services as an alternative to face-to-face Counseling Services. First Responder Counseling Services shall include individual as well as couple and family counseling.
 - o *Individual Counseling Services.* Individual Counseling Services will address problems commonly faced by First Responders, such as, but not limited to, post-traumatic stress, personal and work stress, anxiety, depression, relationship difficulties, life transition, divorce, grief and loss, anger management, substance abuse, parenting issues, retirement, aging family members, suicidal ideation, job burnout, and work-related problems and disability issues not covered by Worker’s Compensation.
 - o *Couple and Family Counseling Services.* Couple and Family Counseling Services for First Responders will include, but not be limited to, relationship

²⁵ Upon request, the selected respondent will provide tele- health counseling services to First Responders provided by licensed clinicians in the state of California (LMFT’s, LCSW’s, LPC’s, Psychologists and Psychiatrists.) Tele-health counseling services shall include the use of electronic information and telecommunications technologies to support and promote long-distance clinical health care, patient and professional health-related education, and public health and health administration. Tele-health counseling services shall involve the use of remote electronic communications (telephone, written, text, email, video conference, etc.) to enable healthcare professionals to provide services to individuals who may otherwise not have adequate access to care.

issues, parenting issues, family life, life transition issues, and substance abuse and other mental health issues that commonly affect this population.

2. Referral and Case Management. When any First Responder has mental health or substance use problems that require treatment beyond the scope of the Counseling Services, the selected respondent will work to coordinate access to the appropriate medical or mental health services (Section 1.1) and direct support for the First Responder until such a time that the individual is successfully transferred to adequate care.
3. First Responder Counseling Services should also include:
 - direct support services via a 24/7/365 crisis hotline for First Responders;
 - an established protocol or system for warm hand-offs to clinicians if a call is received by non-clinical staff;
 - a clinical network that includes a broad range of languages (reflective of First Responder demographics²⁶), per Section 2.3.2 (Communications) below;
 - a broad provider referral network of California-licensed mental health clinicians including Licensed Marriage and Family Therapists (LMFTs), Licensed Clinical Social Workers (LCSWs), Psychologists, Psychiatrists & Licensed Professional Counselors;
 - a clinical network with a broad range of ethnic and racial groups, specifically African American, Hispanic and Asian American/Pacific Islander (AAPI) groups;
 - an established method of ensuring the cultural competency of counselors and clinicians (e.g., in the fields of law enforcement, fire, EMT, and paramedics);
 - an easily accessible list of California-licensed clinicians, available in real-time or near-real-time by SFHSS, stakeholder EAP partners, and First Responders, that allows access the list and the ability to easily contact any available clinician in the network;
 - the ability for First Responders to schedule their own appointments via an online platform that shows appointment availability in real or near-real time; and
 - online and on-demand resources (e.g., mobile phone [iOS and Android], laptop/desktop [PC/Mac]) as well as the active provision and distribution of detailed information about available EAP, counseling, mental health and related services available to First Responders, including, but not limited to, common mental health issues facing this population such as, post-traumatic stress, crisis trauma, anger management, alcohol and other substance abuse, depression, anxiety, job burnout, grief, divorce or relationship issues, sexual issues, physical or stress related disability, physical abuse, parenting issues, eating disorders, first-responder- frontline personnel-specific work issues, workplace injury, life transitions, retirement, financial issues, emotional issues related to illness, elder care/aging parents and suicide.

²⁶ Spanish, Mandarin, Cantonese, Tagalog.

2.1.2.2 Critical Incident Stress Debriefing Services

The selected respondent is expected to provide **Critical Incidence Stress Debriefing (CISD) Services with dedicated onsite hours per incident of specialized counseling for First Responders.**

The selected respondent will provide CISD Services in response to events such as officer involved shootings, in-custody deaths, or any incident deemed critical by the Officer in Charge of the SFPD Behavioral Science Unit, the SFFD Behavioral Health Unit, the Department of Public Health, the Sheriff's Department, or the SFHSS EAP in support of other First Responder departments (*i.e.*, the Department of Emergency Management).

The selected respondent should also offer CISD Services to First Responder departments for events in the workplace, such as worksite accidents, workplace violence, or employee death, and events in the community, such as mass casualties and natural or man-made disasters.

CISD Services will be provided to applicable individual First Responders, groups of individuals, and applicable dependents (family members), as appropriate.

CISD Services will include referrals for ongoing individual counseling.

2.1.2.3 Case Management and Substance Use Disorder Referral Services

The selected respondent is expected to provide case management for urgent and emergent issues or for City-management-referred First Responders who are referred to outside resources for continued assessment and/or treatment.

Case management shall consist of following up with First Responders who have received a referral and have not engaged in a clinical session within one (1) week of receiving that referral and facilitating the transfer to other services if desired. Case management shall determine the reason for lack of follow-through as part of case management and to determine efficacy of services being offered.

Selected Respondent shall work to establish agreements or memoranda of understanding with existing SFHSS health plans to appropriately route members directly to health plan resources to access care.

2.1.2.4 Coordination with Residential Treatment and Mental Health Treatment Programs and Partners

The selected respondent is expected to coordinate with SFHSS to ensure that City Employees have access to residential treatment programs²⁷, as appropriate.

2.1.2.5 Access to San Francisco Police Department Behavioral Science Unit Vetted Clinicians

²⁷ Examples of previously utilized residential treatment programs have been the following: West Coast Post-Trauma Retreat: <https://www.frsn.org/west-coast-post-trauma-retreat.html>. International Association of Firefighters (IAF) Center of Excellence for Behavioral Health Treatment and Recovery programs: <https://www.iaffrecoverycenter.com/>

The selected respondent is expected to negotiate diligently and in good-faith and add new and existing SFPD BSU-vetted Clinicians to the list of selectable providers to the selected respondents Provider Network, to be accessed by First Responders.

2.2 Administration and Support Services

2.2.1 Surveys

The selected respondent shall provide post-Service surveys via phone, email and/or text to City employees or First Responders who have received EAP services (Surveys).

Surveys will be conducted no more than two (2) weeks after the first call or contact for services by an individual City Employee or First Responder.

Surveys will pinpoint areas such as access care, satisfaction with the selected respondent, satisfaction with the clinician/provider, improvement in services, effectiveness of problem resolution, and satisfaction with overall delivery of EAP and mental health services.

2.2.2 Training Programs

The selected respondent may be asked to offer access to EAP-related training programs covering an assortment of topics, including but not limited to, emotional well-being, resiliency, mindfulness, sleep, exercise, relationships, substance use, employee and management/supervisory conflict resolution, work/life balance, and workplace safety and protection.

2.2.3 Reporting

The selected respondent shall provide comprehensive monthly, bi-monthly, quarterly, and annual reports for all Services provided.

1. Reporting shall include:

- Program evaluation and account management metrics, including, but not limited to
 - weekly accounting of new calls, cases, sessions, SFHSS- or Public Safety Working Group-identified action-items, referrals, and member service complaints, including but not limited to access to care based on referrals issued, and member satisfaction,
 - bi-monthly reports;
 - monthly reporting of all survey/assessment feedback from employees and first responders; and
 - quarterly reporting of trends including comparisons to vendor book-of-business and industry standards, network status and characteristics of respondent's counselor network, including languages spoken, race, ethnicity, and gender, and most recent re-credentialing.
- Ongoing collaboration and continual expansion upon mutually agreed upon reporting categories and demographics to enhance program evaluation, reporting and account management, including the tracking of utilization and characteristic of EAP service callers/utilizers (e.g., identified sex/gender, age,

department or if in a first responder/frontline role, number of sessions completed, number of presenting issues).

- A strategy for improving referrals and improve referral follow through from first call to scheduling a first counseling session to ensuring attendance with additional EAP sessions or referral to a mental health provider with an employee's health plan.
 - Performance Guarantees (Appendix B).
2. Reports shall be made available in an SFHSS-determined format (such as Microsoft Excel) and deidentified in accordance with HIPAA (Health Insurance Portability and Accountability Act, Pub. L. No. 104-191, § 264, 110 Stat.1936) Regulations, including but not limited to the HIPAA Privacy Rule, and the HITECH Act, 45 CFR Part 160 and Subparts A and E of Part 164.
 3. Reports shall identify the count of unique participants seeking assistance, the total number of counseling visits, the presenting problems, and the department of participant, in accordance with HIPAA.
 4. Reports shall include (i) the total number of calls, (ii) calls by day and time, (iii) cases/utilization rates and summary, (iv) demographics, (v) Department, (vi) employee status, (vii) referral sources (including a list of the top five referral sources), (viii) case activity, (ix) presenting issue summary, (x) web statistics, (xi) average speed to answer and abandonment rates, (xii) survey results, (xiii) closure rates, and (xiv) complaints and resolution rates.

2.2.4 As-Needed EAP Marketing Support

The selected respondent may be required provide customized materials designed for a variety of subgroups and demographic groups of City Employees and First Responders and work in close collaboration with SFHSS and the SFHSS Communications and Well-being divisions.

The following are examples are tools and communications examples which can be used for EAP Marketing Support:

- Informative Brochures – comprehensive, co-branded brochures that highlight the services provided by the selected respondent. Brochures may include a detachable wallet cards with vendor's 24/7/365, toll free number for immediate access to intake and triage.
- Promotional Posters – co-branded attention-getting, informative displays will promote and increase utilization of the services provided by the selected respondent. Posters should be designed for bulletin boards in break rooms and/or other places where City Employees and First Responders congregate or work.
- Promotional and Informational Video(s) – videos should introduce individuals to the broad range of services provided by the selected respondent, emphasize the confidential and voluntary nature of the services.
- Articles – A large selection of educational articles and collateral (available in print or online) on topics such as health and wellness, emotional health, family and relationship issues and workplace concerns. These articles should contain useful information and

remind individuals that help is available through the selected respondent. Each article should include the 24/7/365, toll-free number for accessing the services provided by the selected respondent.

- Flyers – Co-branded flyers should highlight the services provided by the selected respondent.
- Additional materials necessary for sustaining and increasing utilization of the services provided by the selected respondent.

2.3 Project Management and Communications Services

2.3.1 Account Manager

The selected respondent will designate a single Account Manager to oversee all services. Upon reasonable notice, SFHSS may request a new Account Manager. The Account Manager shall have no less than three (3) years of professional experience leading the facilitation and administration of similar EAP and/or mental health support services.

The Account Manager shall lead a series of on-boarding (orientation and implementation) meetings. Additionally, the Account Manager will schedule reoccurring meetings with SFHSS which may include other key stakeholders from the Public Safety Working Group. Frequency of meeting will be mutually agreed upon but occur no less than every two (2) weeks during implementation. Implementation will occur between September 1 and December 17, 2021.

The Account Manager shall be responsible for receiving all communications, materials, requests, and data and shall be responsible for providing prompt service, responses and make themselves available by telephone and email to SFHSS during our normal business hours, 8 AM to 5 PM (Pacific Time), Monday through Friday, City and County of San Francisco Holidays (<https://sfgov.org/city-and-county-san-francisco-holidays>).

2.3.2. Communications

In support of the services, the selected respondent may be asked to develop and provide written and electronic communications materials that addresses multiple languages including English, Chinese, Tagalog, Arabic and Spanish (Communications), and work in close collaboration with SFHSS and the SFHSS Communications and Well-being divisions.

Communications shall include various forms of electronic media and will leverage:

- The SFHSS Bulk Email system myEmma (email copywriting and editing for promotions, monthly flyer, and email header/footer)
- The SFHSS Print and Mail Vendors (posters, postcards, educational handouts, assessment worksheets), currently K&H Integrated Print Solutions
- SFHSS Digital and Social Media including Facebook (<https://www.facebook.com/pg/SanFranciscoHSS/posts/>), YouTube (<https://www.youtube.com/channel/UCyzigny9oS2mQP-0JRUsMg>) and the SFHSS Website (<https://sfhss.org/>).

3. Response Requirements

3.1 Pre-Proposal Conference Call

SFHSS will hold a pre-proposal conference call to receive general questions and, where appropriate, provide clarification on RFP requirements. The pre-proposal conference will be conducted via Microsoft Teams, Cisco WebEx, or another video conferencing platform. Verbal comments made by SFHSS or any members of the Public Safety Working Group at the pre-proposal conference are not binding. All questions must be submitted in writing to SFHSS pursuant to Section 3.3. (RFP Questions and Answers) and must be received before the Deadline for RFP Questions (Sec. 3.3). Should there be a need to communicate information to Respondents as result of the pre-proposal conference, an Addendum with answers and clarifications will be issued and posted on the SFHSS website. All attendees at the Pre-Proposal Conference must identify themselves on, and prior to, the call.

If a Respondent, prospective Joint Respondent partner, or stakeholder is interested in participating in the Pre-Proposal Conference Call, please email michael.visconti@sfgov.org with the names, emails and titles of all who will be attending by or before 12:00 p.m. PDT on the day of the call.

The Pre-Proposal Conference Call will be held as follows:

- Date: **June 3, 2021**
- Time: **10:00 – 11:00 AM (PT)**
- Location: **Please email SFHSS directly at michael.visconti@sfgov.org for an invitation and link to the pre-proposal conference call**

Participation in the Pre-Proposal Conference Call is not mandatory.

3.2 RFP Questions and Answers

Respondents may submit questions regarding the RFP in writing via email to Michael Visconti, SFHSS Contracts Administration Manager at michael.visconti@sfgov.org.

Respondent(s) shall provide specific information to enable SFHSS to identify and respond to their questions. At its discretion, SFHSS may contact a Respondent to seek clarification regarding any inquiry received. SFHSS will publish answers to all submitted questions during the week of June 28, 2021 on the SFHSS website <https://sfhss.org/RFPs>.

SFHSS reserves the right to offer additional question and answer opportunities and will make such opportunities available to all Respondents. Any Respondent that fails to report a known or suspected problem with the RFP or fails to seek clarification or correction of the RFP, shall submit a proposal at its own risk.

3.3 Deadline for RFP Questions

Respondents shall submit all questions regarding the RFP in writing by 12:00 PM (PT) on June 11, 2021 (Deadline for RFP Questions). Questions submitted after this date may be

disregarded by SFHSS. However, SFHSS reserves the right to answer any questions submitted after the Deadline for RFP Questions.

3.4 Minimum Qualifications

Respondents must meet the following minimum requirements at the time their Proposal is submitted to SFHSS (Minimum Qualifications):

- (1) Respondent is a Corporation, Limited Liability Company or Non-Profit entity in Good Standing with the State of California (or Respondent's state of formation).
- (2) Respondent is licensed to do business in California.
- (3) Respondent maintains a business presence within the state of California.
- (4) Respondent has five (5) years of experience providing the proposed services to public sector employers.
- (5) Respondent is currently in compliance with all state and federal privacy and security laws, statues and regulations for protecting health plan subscriber/enrollee/Member data, including HIPAA and the HIPAA Security, Privacy, and Breach Notification Rules.
- (6) Respondent is currently or will be able to comply as of the date of its Proposal with the data sharing and security requirements listed in Appendix A.1 (Standard Agreement), including, but not limited to, Article 13, and the Business Associates Agreement (BAA) listed in Appendix A.2.
- (7) Respondent possesses the minimum insurance coverages set forth in Appendix A.1 (Standard Agreement).
- (8) Respondent has reviewed the conditions of becoming an Approved City Supplier including, but not limited to, San Francisco Administrative Code Chapter 12B, and agrees to become an Approved City Supplier by or before September 1, 2021.

3.5 Proposal

By submitting a Proposal, a Respondent, if selected by SFHSS as a result of this RFP, shall be held to all statements therein. This RFP and the selected respondent's proposal may be made a part of an agreement resulting from this RFP.

3.5.1 Proposal Submission Deadline

Proposals must be submitted to SFHSS via email to michael.visconti@sfgov.org by or before 12:00 PM (PT) on Tuesday, July 13, 2021 (Deadline for Proposals).

Proposals submitted by other means, including U.S. Postal Service or common carrier, or personal messenger will be rejected. Late submissions will not be considered, including those submitted late due to delivery service failure.

Respondents are advised, but not required, to include a delivery receipt confirmation to confirm that the email transmittal and any attached proposal is received by SFHSS.

3.5.2 Limitations on the Number of Proposals and Joint Proposals

In the instance of a planned joint Proposal from two (2) or more parties, one entity must be identified as the Respondent. The contact, address, telephone and email information are required for the Respondent as well as any Joint Respondent(s). Respondent will serve as SFHSS primary point of contact and the Respondent will bear the sole responsibility for performance under any awarded contract.

A Respondent may not submit more than (1) Proposal in response to the RFP. Respondent must have the legal authority to independently enter into a contract to perform services described in the RFP.

3.5.3 Relevant Information

Each proposal shall contain only relevant information that is specific to this RFP and the specific questions and requests contained herein. While there is no intent to limit the content of any proposal, a Respondent must emphasize simple, straight-forward and concise statements that satisfy the requirements of the RFP, and clearly identify applicable subsections or scope. Respondents accept that superfluous information may be disregarded.

3.5.4 Proposal Structure

To be eligible for evaluation, Proposals must adhere to the following format:

Section 1. Cover Letter (word / page limit: 500 words or one (1) page²⁸)

Respondent shall identify its business name, address, telephone number, and email address; designate the legal form of Respondent (sole proprietorship, partnership, corporation, etc.); the name, address, telephone number, and email address of Respondent's authorized representative and primary point of contact.

Section 2: Table of Contents (word / page limit: 500 words or one (1) page)

Respondent shall list all Proposal contents and attachments, and clearly identify the relevant sections and page numbers of the Proposal and the corresponding section(s) of the RFP, as applicable.

Section 3: Executive Summary (word / page limit: 1,500 words or three (3) pages)

Respondent Executive Summary shall include, at minimum, the following information:

- Respondent's business name, address, telephone number, email address and fax number.
- Respondent's legal formation (e.g., corporation, LLC, non-profit, etc.), and the year the entity was substantially organized as it now exists.
- Respondent's parent company and all subsidiaries, as applicable.
- The name of any sole proprietor, partners, or principal officers, as appropriate.

²⁸ Standard 8.5 x 11 inch or equivalent, single or double spaced, standard one (1) inch margins.

- Respondent's greater organizational structure, including parent company, subsidiaries and partners, recent acquisitions or mergers (within the last two (2) years), or any known future acquisitions or mergers.
- The name of and background of Respondent's primary account manager or executive responsible for overseeing and carrying out Respondent's responsibilities if awarded a contract as a result of the RFP.
- Respondent's agent for service of process (name and address) and/or the name and address of the entity that receives legal notices for Respondent.
- Respondent's Federal Employer Tax Identification Number and a completed IRS W-9 form.
- Respondent's proposed subcontractors.
- If the Proposal is being submitted by Respondent in partnership, cooperation or association with one or more Joint Respondents or Subcontractors:
 - A full and complete listing of all Joint Respondents, including addresses, telephone numbers, email addresses and fax numbers.
 - Legal formation of each Joint Respondent.
 - Primary responsibilities of each Joint Respondent if Respondent is awarded a contract as a result of the RFP.
 - Length of relationship between each Joint Respondent and Respondent.
- Respondents shall provide five (5) references for which Respondent has performed similar services during the past five (5) years. For each reference, Respondent shall include a brief description (two (2) pages, single-sided) of the work, covered lives, number of years under contract, and contact information. At least two (2) references should have at least 12,000 covered lives, or be the largest accounts held by Respondent.
- If any of the above information is unavailable for Respondent entity, Respondent must submit the same or similar information from Respondent's parent entity, if available.

Section 4: Financial Status and Litigation (word / page limit: 500 words or one (1) page)

- (1) Respondent shall submit the following financial information to provide assurance of financial stability and Respondent's ability to meet all obligations under any agreement resulting from this RFP:
- Respondent's most recent certified financial statements in customary form and quarterly reports to shareholders, if any, for the current fiscal year as required by the Securities and Exchange Commission; OR
 - Respondent's most recent financial statements reviewed by an independent, third-party, Certified Public Accountant (CPA) and quarterly reports to shareholders, if any, for the current fiscal year as required by the Securities and Exchange Commission; OR
 - Respondent must submit one (1) copy of an Insurance report for the bidding entity (Standard and Poor's, Moody's, AM Best). The report must bear a date not more than ninety (90) Days prior to the submittal date of the Proposal.

Respondents are encouraged to provide financial information that provides third party assurances, such as an audited financial statement.

If Respondent is the subsidiary of another entity, all information, including financial reports and references, submitted by Respondent shall pertain solely to Respondent. If separate

financial documents are not available, provide a letter from the parent entity certifying the financial status of the subsidiary and acknowledging the parent entity's assurance of support.

- (2) If Respondent is or has been involved in any litigation and/or government action directly related to the performance of any of the services contained in this RFP over the past three (3) years, Respondent must provide a summary of the action, current status, and final adjudication if applicable. Respondents are advised that ongoing litigation, pending government action, and/or the terms of sealed or confidential settlement agreements, will not be considered by SFHSS or the Evaluation Panel for selection, ranking, or recommendation as a result of this RFP whatsoever.

SFHSS reserves the right to require Respondent to provide additional information necessary for the SFHSS to determine the financial integrity and responsibility of Respondent.

Section 5: Evidence Supporting Certification of Minimum Qualifications (no word / page limit but must be relevant and limited to the supporting information required to establish Minimum Qualifications only)

Respondent shall submit appropriate documents demonstrating how Respondent meets each Minimum Qualification (Sec. 3.4) including any regulatory eligibility requirements necessary to participate in the RFP.

Section 6: Written Proposal (word / page limit: 10,000 words or twenty (20) pages)

Respondent's written proposal shall clearly identify its method and strategy for the proposed services, why respondent is uniquely qualified to accomplish the services, any services or specifications that a respondent is unable to meet, any highly relevant additional services that respondent is capable of providing, and any plans and timelines for development of those services. Respondents are also advised to review Section 3.5.3 (Relevant Information), in particular with regard to relevant additional services that respondent is capable of providing.

Section 7: Cost Proposal

Respondent's cost proposal shall clearly identify all costs and fees for the first three (3) years of an agreement resulting from this RFP broken down by Year 1, Year 2, Year 3.

Each respondent's cost proposal shall include the following:

- A. Per-Employee-Per-Month (PEPM) and Flat Monthly Rate for Section 2.1.1.
- B. Per-Member-Per-Month (PMPM), Flat Monthly Rate, and Per-Session Rate for Section 2.1.2.

Pricing associated with Section 2.2. and 2.3. are not to be priced separated as they are deemed necessary to the provision of services under section 2.1.

Please note that in addition to the above cost proposals for A and B above:

- C. each respondent may submit one (1) additional pricing model/cost proposal for the Services in Section 2.1.1. and/or 2.1.2.

- D. Pricing for services in Section 2.1.3. If these services are considered value-added or are included in the PEPM or PMPM pricing in A and B above, please note as such. Services in Section 2.1.3 may also be priced on an as-utilized basis.

Furthermore, Respondents are recommended to identify any supplemental, additional, or as-utilized costs applicable to specific services, including but limited to, the following as applicable or as services are available from respondent:

- Section 2.1.3.1 Information on Childcare Assistance
- Section 2.1.3.2 Information on Elder Care
- Section 2.1.3.3 Financial Planning and Support Services
- Section 2.1.3.4 Legal Assistance
- Section 2.2.2 Training Programs
- Any additional relevant services or services that may include additional costs or fees (whether borne by the SFHSS, the City, a City Employee or a First Responder)
- Any costs associated with implementation and transition of services from existing EAP service providers.

Section 8: Standard City Agreement and Business Associates Agreement (word / page limit: not applicable)

The Standard Agreement (Appendix A.1) is an integral component of Respondent's Proposal. Respondent's Proposal will serve as the base for negotiations with the selected respondent. Respondent must be prepared to agree to all terms of the attached Standard Agreement as presented or Respondent's Proposal may be rejected. Respondent must include a copy of the Standard Agreement with its Proposal that shows the changes Respondent proposes be made if it is selected by SFHSS as a result of this RFP. If Respondent fails to identify an objection to any particular term or condition, the term or condition will be deemed agreed to by Respondent. SFHSS reserves the right to discuss any Respondent proposed change to terms or conditions and to clarify and supplement such proposal. Proposed changes to any particular term or condition of the Standard Agreement will be used to determine the responsiveness of Respondent's Proposal. Proposals that are contingent upon SFHSS and the City making substantial changes to the material terms and specifications published in the RFP may be disqualified. SFHSS will consider the number and nature of the terms and conditions Respondent is objecting to in determining the likelihood of completing an agreement with Respondent if selected.

The services to be performed by a Selected Respondent will involve the use of information that is protected by HIPAA. As such, Selected Respondent must agree, as a component of the final agreement, to abide by the Business Associate Agreement (BAA, Appendix A.2) included as part of the Standard Agreement (Appendix A.1).

SFHSS reserves the right to add, delete, or modify language from Appendix A.1 (Standard Agreement) or Appendix A.2 (BAA) when preparing the final form of the agreement with the selected respondent.

Section 9: Performance Guarantees (word / page limit: 1,500 words or three (3) pages)

Appendix B (Performance Guarantees) contains performance guarantees SFHSS anticipates using for agreements with the selected respondent. However, SFHSS will review alternative or modified performance guarantees submitted by Respondent. If submitting alternative

performance guarantees, please include a rationale for each, including book of business or industry best-practice data in support.

SFHSS reserves the right to add or delete language from Appendix B when preparing the final form of the agreement with the selected respondent.

Section 10: Insurance (word / page limit: not applicable)

Respondent shall provide evidence of the amount of insurance coverage carried as defined in Appendix A.1 (Standard Agreement), Article 5.

3.5.5 Proposal Provisions and Reservation of Rights by the City

- (1) Disposition of Proposals, Public Disclosure and Confidentiality. Upon opening, all Proposals in response to the RFP shall become the exclusive property of SFHSS and may be subject to public disclosure pursuant to the San Francisco Sunshine Ordinance (San Francisco Administrative Code Sec. 67.24(e)) and the California Public Records Act (California Government Code, Sec. 6250). In accordance with San Francisco Sunshine Ordinance, contracts, bids, responses to requests for proposals, Proposals, and all other records of communications between the Health Service Board, the officers and employees of SFHSS, members of the Evaluation Panel, and persons or firms seeking contracts, including but not limited to respondents, prospective bidders, and incumbent providers of in-scope services, shall be open to inspection immediately after a contract has been awarded. Nothing in this request for proposals requires the disclosure of the net worth of a private person or organization or other proprietary financial data submitted for qualification for a contract or other benefit until, and unless, that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.
- (2) Confidentiality. If a Respondent believes that any portion of its Proposal is exempt from public disclosure under the San Francisco Sunshine Ordinance or applicable California Public Records law, such portion may be marked "CONFIDENTIAL". SFHSS may deny public disclosure of any portions so designated and will work with Respondent to preserve confidentiality of documents. The submittal of a Proposal with portions marked CONFIDENTIAL shall constitute the Respondent's agreement, in consideration for SFHSS' willingness to receive such response, to reimburse SFHSS for, and to indemnify, defend, and hold harmless SFHSS, the Health Service Board, the City and County of San Francisco, its officers, fiduciaries, employees, and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever (collectively, "Claims") arising from or relating to SFHSS' nondisclosure of any such designated portions of a Proposal; and (b) any and all Claims arising from or relating to SFHSS' public disclosure of any such designated portions of a Proposal if disclosure is deemed required by law or by court order.
- (3) Conflict of Interest. SFHSS cautions Respondents that the California Government Code Section 1090 conflict of interest prohibition pertaining to public officials and government employees has been interpreted to prohibit contractors, vendors and/or suppliers (Contractors) from being financially interested in any contract that they help create. It is the sole responsibility of each Respondent, and their employees/contractors, to determine whether such a conflict of interest exists or may exist. Respondent, and staff, will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the

City's Charter, Article III (Conduct of Government Officials and Employees), Chapter 2 (Conflict of Interest and Other Prohibited Activities) of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. Respondent, Account Executive, and key staff will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such potential conflicts during the term of the Agreement. Individuals who will perform work for SFHSS on behalf of Respondent might be deemed Contractors under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Respondent that the City has selected Respondent.

- (4) Request for Clarification. At any time during the Proposal evaluation process, SFHSS may require a Respondent to provide oral or written clarification regarding its Proposal. Nonetheless, SFHSS reserves the right to make an award without further clarifications of Proposals received.
- (5) Contract Delay Contingency. In the event the implementation date under an agreement resulting from this RFP is delayed until a later year for any reason, the parties shall make a good faith effort to maintain the contractual relationship and to amend the applicable agreement as necessary to address the delay. In this event, SFHSS also reserves the right to terminate the applicable agreement at its sole discretion.
- (6) Cancellation. Should Respondent wish to cancel, revise, or rescind its Proposal, a written letter so stating must be received by SFHSS via email (michael.visconti@sfgov.org) before the Deadline for Proposals. Should Respondent wish to revise a Proposal, the revised Proposal must be received before the Deadline for Proposals. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Deadline for Proposals for any Respondent.
- (7) Validity of Response. Any Proposal must remain valid for at least ninety (90) days. This includes services, pricing, as well as the proposed staffing assignments.
- (8) Expenses. There is no expressed or implied obligation for SFHSS to reimburse any Respondent for expenses incurred in responding to the RFP. SFHSS reserves the right to retain all submitted questions and responses to the RFP and use any information or ideas contained therein.
- (9) Authorized Communications. Respondent will direct all communications, in writing, via email, to Michael Visconti, Contracts Administration Manager, San Francisco Health Service System, michael.visconti@sfgov.org.
- (10) Unauthorized Communications. **Respondents are precluded from contacting other SFHSS staff, the Health Service Board, members of the Evaluation Panel, any staff of the SFPD, Police Commission, SFFD, Fire Commission, or any departments or commissions within the Public Safety Working Group, or any partners or consultants of SFHSS, the SFPD, SFFD or SHF,** including but not limited to, other City employees, representatives, or officials, regarding the RFP. Respondents are precluded from issuing news releases, social media postings, media releases, or other similar public releases of information regarding the RFP or the contents herein

without prior written approval from SFHSS are prohibited. Failure to adhere to the prohibition on unapproved communications may result in disqualification from the RFP.

- (11) Rejection of Proposal. SFHSS reserved the right to consider as acceptable only those Proposals submitted in compliance with all the requirements set forth in this RFP, all Appendices thereto and which demonstrate an understanding of the scope of services. At its sole discretion, SFHSS reserves the right to reject any Response for reasons including, but not limited to:
- Collusion among two or more Respondents (including, but not limited to, Respondent's employees, consultants, officers, partners or subcontractors)
 - Conflicts of interest;
 - Submission of a conditional or incomplete Proposal;
 - Failure to respond in the format required, both in content and sequence;
 - Failure to submit the response by the specified deadline;
 - Failure to answer any question in this RFP;
 - Failure to meet a qualification or requirement;
 - False or misleading statements;
 - Non-responsive Proposal(s);
 - Proposals submitted by a non-responsible Proposer, and/or
 - Any other reason which, in SFHSS' opinion, the response or Proposal fails to meet the conditions and requirements of this RFP.
- (12) No Offer to Contract. Issuance of this RFP in no way constitutes a commitment by SFHSS, the Board, or the City, to award a contract. Acceptance of a Proposal neither commits SFHSS to award a contract to any Respondent, even if all requirements stated in this RFP are met, nor limits our right to negotiate in our best interest. SFHSS reserves the right to contract with a respondent for reasons other than lowest price.
- (13) Reserved. (Commissions)
- (14) Consent to Reassign Personnel. If selected by SFHSS as a result of this RFP, Respondent shall not reassign personnel assigned to the contract during the term of the contract without prior notification to SFHSS and the Board, including the account executive, account manager, or key staff. If personnel are unable to perform duties due to illness, resignation, or other factors beyond Respondent's control, Respondent shall make every reasonable effort to provide suitable Substitute Personnel for review and approval by SFHSS.
- (15) Substitute Personnel. If selected by SFHSS, Respondent shall coordinate with SFHSS regarding the selection of Substitute Personnel including from the personnel

identified within the Respondent's RFP response, but not limited to in-person interviews with proposed Substitute Personnel. Substitute Personnel shall not automatically receive the hourly rate of the individual or position being replaced. SFHSS and Respondent shall negotiate the hourly rate of any substitute personnel into the contract. The hourly rate negotiated shall depend, in part, upon the experience and individual skills of the proposed substitute personnel. The negotiated rate cannot exceed the hourly rate stated in the contract.

- (16) Removal of Personnel. SFHSS reserves the right to request personnel be removed from performing any services upon written notice from SFHSS including, but not limited to, for actual or perceived conflict(s) of interest. If any personnel are removed, Substitute Personnel shall be assigned.
- (17) Objections to the RFP Terms. Should Respondent object on any ground to any provision or legal requirement set forth in this RFP, Respondent must, not less than ten (10) calendar days before the Deadline for Proposals, provide written notice to SFHSS at michael.visconti@sfgov.org setting forth with specificity the grounds for the objection(s). The failure of a Respondent to object within the time allowed, and in the manner set forth in this paragraph, shall constitute a complete and irrevocable waiver of any such objection(s).

Deadline for Objections to RFP Terms: June 30, 2021 (11:59 PM PT)

- (18) Campaign Reform Ordinance. Respondents must comply with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which states as follows:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a Respondent is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period Respondent is prohibited from making contributions to:

- The officer's re-election campaign;
- A candidate for that officer's office; and/or
- A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Contractor approaches any City officer or employee about a particular contract, or a City officer or employee initiates communication with a potential Contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the Contractor. Examples of initial contacts include: (1) a vendor contacts a City officer or employee to promote himself or herself as a candidate for a contract; and (2) a City officer or employee contacts a Contractor to propose that the Contractor apply for a contract. Inquiries for information about a particular contract, requests for documents

relating to this RFP, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- Criminal. Any person who knowingly or willfully violates Section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- Civil. Any person who intentionally or negligently violates Section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
- Administrative. Any person who intentionally or negligently violates Section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Respondents should contact the San Francisco Ethics Commission at (415) 581-2300.

- (19) Reservations of Rights by the City. The issuance of this RFP does not constitute an agreement by SFHSS, the Health Service Board, or the City that any contract will be entered into by SFHSS, the Board, or the City. SFHSS expressly reserves the right at any time to:
- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
 - Reject any or all Proposals;
 - Reissue a Request for Proposals, Request for Qualifications or a similar procurement;
 - Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
 - Procure any services specified in this RFP by any other means; and/or
 - Determine that no contract(s) will be pursued.

3.6 Evaluation

This section describes the requirement and guidelines used for analyzing and evaluating Respondent Proposal. SFHSS intends to select the Respondent that provides the best overall qualifications, inclusive of cost considerations. This RFP does not in any way limit SFHSS' right to solicit contracts for similar or identical services if, in the sole and absolute discretion of SFHSS, it determines the responses received are inadequate to satisfy the needs of the SFHSS and Members.

3.6.1 Proposal Deadline and Review of Minimum Qualifications

SFHSS will determine, upon receipt of Proposals, in its sole discretion, whether Respondents have met the Minimum Qualifications (Sec. 3.4). Should SFHSS require additional information from any Respondent to confirm Minimum Qualifications, SFHSS will notify Respondent within ten (10) working days of receipt of Proposal. Respondent will then have five (5) working days to submit additional information to SFHSS.

If it is determined that Respondent does not meet the Minimum Qualifications, Respondent's Proposal will be deemed non-responsive and there will be no further review, either by SFHSS, or the Evaluation Panel. However, SFHSS reserves the right, in its sole discretion, to waive minor administrative irregularities.

3.6.2 Evaluation Panel

If Respondent meets the Minimum Qualifications (Sec. 3.4) as determined by SFHSS, SFHSS will submit Respondent(s) Proposal(s) to a panel of SFHSS-selected representatives and subject-matter experts for evaluation (the "Evaluation Panel").

The Evaluation Panel will review each minimally qualified and responsive Proposal. Collaborative evaluation of Proposals will only be permitted so long as all members of the Evaluation Panel are present in person, by phone, by video conference, or a combination thereof ("Evaluation Panel Discussions").

Evaluation Panel Discussions will be attended by members of the SFHSS Contracts Division, and subject matter experts (SMEs) to answer or clarify any factual questions regarding SFHSS, SFPD, SFFD, the SFHSS EAP, the Public Safety Working Group, and the City Employee population. However, only the Evaluation Panel shall be allowed to determine how well each Proposal responds to the RFP, and how each Proposal and Respondent meet the needs of SFHSS, SFPD, SFFD, the Public Safety Working Group, and the City Employee population. The identities of the Evaluation Panel, and participating members SFHSS, SFPD, SFFD, the Public Safety Working Group, and any SMEs, will remain confidential throughout the RFP process, except upon conclusion of the RFP, whereby the names of the members of the Evaluation Panel will be available from their Proposal scoring.

3.6.3 Respondent Proposal, Questionnaire, and Scoring

The evaluation criteria listed below will be used to evaluate and rank all Proposals:

- Each section in the RFP to be included in Respondent Proposal has been assigned a maximum number of available points (Maximum Points).
- Proposals will be weighted by the Evaluation Panel using the following overarching categories and weighting:

Category	Weight
Value of Cost Proposal	20%
Proposal and Proposed Approach to Services and Deliverables for City Employees	25%
Proposal Proposed Approach to Services and Deliverables for First Responders and Frontline Personnel	30%
Supplemental Services	5%
Prior Experience, Team	5%
Communications, Reporting, and Project Management	10%
RFP and City Terms and Conditions, Performance Guarantees	5%
Total	100%

3.6.4 Oral Interviews

At SFHSS's sole discretion, following the review and evaluation of the Proposals, SFHSS may invite Respondent(s) to an oral interview before the Evaluation Panel (Oral Interviews). If conducted, the Oral Interviews may be weighted equally to the proposal. The Oral Interviews will be conducted via Microsoft Teams or Cisco WebEx video conference. SFHSS will provide questions to Respondent(s) in advance of the Oral Interviews. SFHSS will also determine the types and numbers of personnel from Respondents that will be allowed to participate in the Oral Interviews.

Oral Interviews may require Respondent to provide members of its clinical, customer service, account or implementation team, as well as other operational and strategic professionals who are integral to the services detailed in the scope of the RFP.

SFHSS reserves the right to select and recommend the highest-ranking Respondent(s) without conducting Oral Interviews.

Timing of Oral Interviews: Oral interviews, if required by SFHSS, will occur between August 9, 2021 and August 20, 2021.

3.6.5 Final Ranking Announcement

SFHSS will announce the final ranking of all respondents following review by the Evaluation Panel and/or following the Oral Interviews (if conducted) on the SFHSS website at <https://sfhss.org/RFPs> and via email to each Respondent's authorized representative and primary point of contact.

3.6.6 Contract Negotiation

Following the announcement of the final ranking, SFHSS will commence contract negotiations with the highest ranked respondent. If SFHSS is unable to negotiate a satisfactory contract with the highest-ranked respondent within a reasonable time, or if the highest ranked respondent deviates materially from the terms of the RFP including all addendum, amendments and attachments thereto, SFHSS, in its sole discretion, may terminate negotiations with the highest ranked respondent and begin contract negotiations with the next highest ranked respondent.

3.7 Protests

3.7.1 Protest of Non-Responsive Determination or Failure to Meet Minimum Qualification

Within five (5) working days of the date of SFHSS' issuance of a notice of non-responsiveness, any Respondent that has submitted a Proposal and believes that SFHSS has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by SFHSS on or before the end of the fifth (5th) working day following SFHSS' issuance of the notice of non-responsiveness. The day of the issuance of the notice of non-responsiveness shall not count towards these five working days (day zero). The notice of protest must include a written statement specifying in detail each and every ground asserted for the protest. The protest must be signed by an individual legally authorized to represent Respondent, and must cite the law, rule, local ordinance, procedure or RFP provision on which

the protest is based. In addition, the protestor must specify all facts and evidence that would support and/or justify the protest.

3.7.2 Protest of Ranking, Scoring, or Contract Award

Within five (5) working days of the date of the announcement and notice of final ranking (Section 3.6.5) by SFHSS, any Respondent that has submitted a responsive Proposal and believes that SFHSS has incorrectly ranked the Respondents, may submit a written notice of protest. Such notice of protest must be received by SFHSS on or before 5:00 PM (PT) on the fifth (5th) working day after the day of the notice of final ranking (day zero).

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent Respondent, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify all facts and evidence that would support and/or justify the protest.

3.7.3 Delivery of Protests

Respondent is responsible for delivery to, and confirmation of receipt by, SFHSS of any protest by the deadlines specified in this Section.

Protests must be delivered via email to:

Michael Visconti
Contracts Administration Manager
San Francisco Health Service System
michael.visconti@sfgov.org

With copies sent to:

abbie.yant@sfgov.org
erik.rapoport@sfcityatty.org

Protests or notice of protests made orally, e.g., by telephone, by U.S. Postal Service or common carrier, my messenger or other means, will not be considered or accepted by SFHSS.

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APPENDIX A

Please see Appendix A.1 (Standard Agreement) , posted to <https://sfhss.org/RFPs>, including the Business Associate Agreement (BAA, Appendix A.2).

Appendix B
Performance Guarantees

Total Percent of Fees at Risk: Not to exceed four percent (4%) per year.

Performance Metric	Standard	Criteria	Frequency	% Fees-at-Risk	Methodology
1. Time to Answer	Time to Live Voice <30 seconds	95% of calls shall be answered in <30 seconds	Quarterly	0.05% quarterly (0.25% annually)	"Time to Answer" is the total number of seconds from the time a caller makes a prompt selection from automated greeting to the time the call is answered by a counselor or intake professional.
2. Member Satisfaction	(Survey to be developed by selected respondent and SFHSS or proposed by selected respondent and approved by SFHSS)	TBD	Quarterly	0.05% quarterly (0.25% annually)	Vendor will perform a random sampling of clinical case records, using an SFHSS-approved tool.

Performance Metric	Standard	Criteria	Frequency	% Fees-at-Risk	Methodology
3. Phone Line Availability	The hours of operation for the toll-free number shall be seven (7) days a week, twenty-four (24) hours a day, with the exception of scheduled system downtime.	<p>Unscheduled downtime in excess of twenty-five (25) seconds. Unscheduled phoneline downtime requires notice to the SFHSS Contract Manager and the Well-being Manager immediately along with timeframe of patch or repair required and detailed reason for unscheduled downtime. Scheduled downtime shall not exceed one-hour between 5PM and 8AM PST M-F or 5PM Friday to 8AM Monday; scheduled downtime may exceed one-hour between 8AM and 5PM M-F with prior approval and call routing to SFHSS EAP</p>	Annually	0.1% for each incidence of unscheduled downtime up to 0.5% annually	Uptime not to fall below 99.97%.

Performance Metric	Standard	Criteria	Frequency	% Fees-at-Risk	Methodology
4. Access to Licensed Clinicians	Contractor shall establish and maintain access to a network of Licensed Marriage and Family Therapists (LMFTs), Licensed Clinical Social Workers (LCSWs), Psychologists, Psychiatrists & Licensed Professional Counselors (collectively, "Counselors")	<p>Within the San Francisco Bay Area (nine counties), ninety percent (90%) of First Responders shall have at least five (5) Counselors within five (5) miles of their home ZIP code, five (5) Counselors within five (5) miles of their work ZIP code.</p> <p>A Counselor must be accepting new patients and have appointment availability within two (2) weeks to be counted in this measure. A Counselor who is not accepting new patients or does not have an appointment available within two (2) weeks does not count towards meeting this measure.</p>	Quarterly	0.1% for each % below 90% up to 0.5% quarterly (up to 2% annually)	Measured as the difference between the actual access rate and ninety percent (90%).

Performance Metric	Standard	Criteria	Frequency	% Fees-at-Risk	Methodology
5. Critical Incident Network	Contractor shall establish a critical incident network to support departments experiencing a critical event.	One hundred percent (100%) of San Francisco City office locations shall have immediate telephonic contact and support from at least one (1) CISD counselor and shall have a CISD counselor onsite within two (2) hours of an event requiring CISD services, if requested by SFHSS EAP, SFPD BSU or SFFD BHU.	Annually	0.1% per incident up to 0.5% annually	Measure the response times from first telephonic contact to the face-to-face contact onsite with City representative.
6. Timeliness and accuracy of reports	All reports will be complete and accurate and will be delivered timely to the SFHSS Contracts Manager and the Well-being Manager.	Reports shall be provided within 15 calendar days of the end of a reporting month, within thirty days of the end of a reporting quarter, and forty-five days of the end of a reporting year.	Annually	0.05% per incident for monthly, 0.15% for quarterly, 0.25% for annual reports (up to 0.5% annually)	Measured as the difference between the date a complete and accurate report is delivered and the due date.