



SAN FRANCISCO HEALTH SERVICE SYSTEM

Affordable, Quality Benefits & Well-Being

REQUEST FOR PROPOSALS FOR As-needed Off-site Employee Benefits Call Center Services

[RFPQHSS2023.01]

CONTACT: patrick.chang@sfgov.org; cc: michael.visconti@sfgov.org

Purpose. The San Francisco Health Service System (SFHSS) is issuing this Request for Proposal (RFP) to enter into an agreement with a qualified vendor to provide as-needed off-site employee benefits call center services (Call Center Services) for the SFHSS Member Services Division (MBS). The primary goal of this RFP is to identify an overflow Call Center Services vendor to ensure a seamless, transparent, and timely service experience for Members engaging with SFHSS through MBS, particularly during the annual open enrollment period in October. The vendor will:

- Meet the demands of increased volume during open enrollment and other high-volume call periods;
- Administer a positive and efficient customer service experience; and
- Allow for flexibility among permanent Member Services Division staff to assist with more complicated cases and tasks during peak times.

Anticipated Initial Contract Term:

Seventeen (17) months (beginning Aug./Sept. 2023) with one or more options to extend the agreement as approved by the City and County of San Francisco Civil Service Commission.

Anticipated Budget:

\$615,600 (initial 17-Month term)

RFP Questions and Communications:

To ensure fair and equal access to RFP information, all communications must be directed **via email** to patrick.chang@sfgov.org; cc: michael.visconti@sfgov.org.

Unauthorized communications may result in disqualification and rejection of Proposal. Questions must be emailed by the Deadline for RFP Questions. No questions will be accepted after this time with the exception of Approved City Supplier questions.

Subcontracting/Sub-consulting Requirement: The City strongly encourages responses from qualified Local Business Enterprises (LBEs). Pursuant to Administrative Code Chapter 14B rating bonuses will be in effect for any Respondents who are certified as a Small- or Micro-LBE. See <https://sfgov.org/cmd/>.

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. Respondents to this RFP should review the Approved Supplier and 12B process prior to bidding as this process may take several weeks: <https://sfcitypartner.sfgov.org/pages/index.aspx>.

Schedule – Key Dates and Deadlines

- | | |
|--|--------------------------------------|
| ▪ RFP Issued | Tuesday, 5/16/2023 |
| ▪ Pre-Proposal (Virtual) Conference Call | Thursday, 6/1/2023, 10-11am PDT |
| ▪ Deadline for RFP Questions | Thursday, 6/8/2023 (12pm PDT) |
| ▪ RFP Question Responses Posted* | Tuesday 6/13/2023 |
| ▪ Deadline for Proposals | Friday, 6/23/2023 (12pm PDT) |
| ▪ Oral Interviews** | 7/6/2023 – 7/7/2023 |
| ▪ Notice of Intent to Award (est.) | 7/10/2023 – 7/14/2023 |
| ▪ Contract Start Date (est.) | August 1, 2023 |

* Questions will be answered and posted on a rolling basis to <https://sfhss.org/RFPs>.

** Oral Interviews may be substituted with written requests for clarification.

1. INTRODUCTION

1.1 The San Francisco Health Service System.

1.1.1 SFHSS and the SFHSS Member Services Division

SFHSS. The San Francisco Health Service System (SFHSS) executes all process phases related to employee benefit operations and administration of employee benefits for approximately 122,000 individuals, including both active and retired employees of the City and County of San Francisco (or “City”), the San Francisco Unified School District (SFUSD), the Community College of San Francisco (CCD), and the San Francisco Superior Court (or “Courts”), and their covered dependents (collectively, “Members”).

- SFHSS is one of the twenty-seven (27) operational departments of the consolidated City and County of San Francisco.
- SFHSS is dedicated to providing sustainable and quality health, dental and vision benefits, and to enhancing the whole-person health/wellbeing of our members (see *SFHSS Strategic Plan 2023-2025* at <https://sfhss.org/sfhss-strategic-plan-2023-2025>).
- SFHSS also offers group-term life, short-term disability, accident, critical illness, and other voluntary benefit insurance options (<https://sfhss.org/your-benefit-plans>).
- SFHSS is comprised of six (6) divisions: Administration, Communications, Enterprise Systems and Analytics (ESA), Finance & Contracts, Member Services, and Well-being (<https://sfhss.org/employee-group/sfhss-divisions>).

Member Services Division. The SFHSS Member Services Division (SFHSS MBS or “MBS”) handles day-to-day enrollment transactions, provides benefits decision support to Members, coordinates premium contribution transactions with the SFHSS Finance & Contracts Division, and acts as a liaison between Members, City Departments and health benefit plans and vendors. MBS is also responsible for monthly reconciliation of enrollment data with plans and employers, and processing enrollment changes (e.g., births, deaths, leaves, new hires and retirements). MBS answers direct Member calls, responds to written correspondence from Members, and meets both in-person and virtually with Members during standard SFHSS office hours, Monday through Friday, am to 5pm Pacific Time, excluding City Holidays (<https://sf.gov/sites/default/files/2022-10/CAL2023.pdf>).

Peak Call Volume. MBS experiences the highest call volume (i) in June and July (when the majority of City employees retire from public service), (ii) in October (our annual health

benefits open enrollment) and (iii) in November and December (when MBS processes health benefit changes from open enrollment). These are the three (3) primary time periods during which SFHSS expects the greatest need for Call Center Services. See Section 1.2.2. (MBS Call Center Volume for detailed historical call center data).

1.1.2 SFHSS Governance and Authority

SFHSS was created by Charter Amendment No. 3 in 1937 to provide medical care for municipal employees. Today, SFHSS executes benefit operations and administration pursuant to the authority granted by The City Charter (Charter) Sections 12.200-12.203 and A8.420-A8.432, and City Administrative Code Sections 16.700-16.703,16.902.

1.1.3 SFHSS Member Population.

SFHSS executes all process phases related to benefit operations and administration of non-pension benefits (including health, dental and vision) and manages well-being services for and outreach for approximately 122,000 covered Member lives.

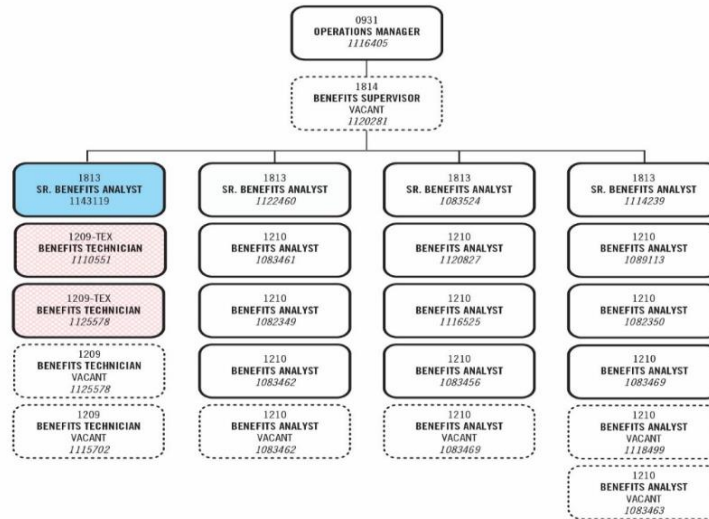
Members include employees and retirees from the four participating employer groups (City, SFUSD, CCD, and Courts) as well as their dependents.

Members are diverse in their language needs, with the need for interpretation of languages which include, but are not limited to, Spanish, Japanese, Mandarin, Cantonese, Tagalog, Hindi, and Russian.

1.2 MBS Operations and Staff

1.2.1 MBS Staff.

The Member Services (MBS) division is comprised of twenty-three (23) full-time staff positions as noted in the below organizational chart:



MBS provides front-line customer support to Members, including offering in-person and virtual consultations, handling day-to-day enrollment transactions, providing benefits decision support to our members, coordinating premium contribution transactions with finance and acting as a liaison between members, City Departments and healthcare vendors as needed. The division is also responsible for monthly reconciliation of member data with plans and employers, and processing health benefits transactions related to births, deaths, leaves, new hires and retirements.

1.2.2 MBS Call Center Volume.

MBS staff traditionally divide their time between (a) call center operations, (b) administrative and transactional work, and (c) virtual consultations with Members (prior to the pandemic, this also included in-person appointments with Members at our offices in downtown San Francisco).

As described below in Section 2, due to increases in call volume and decreased staffing levels in 2021 and 2022, (a) call center operations were prioritized over both (b) administrative and transactional work and (c) consultations and appointments. As of the date of this RFP, SFHSS has not returned to in-person appointments, but expects to do so in the coming months.

- MBS staff answer thousands of calls annually from Members.
- MBS staff answer calls between 9am and 5pm on weekdays, excluding observed City Holidays.
- Call volumes increase significantly during annual Open Enrollment each year (October 1 – 31).
- In 2022, operations staff received nearly 42,000 calls and provided over 2,200 virtual consultations to Members; however, MBS experienced an abandonment

rate of 13.7% with an average speed-of-answer of 627 seconds (10 minutes, 27 seconds).

The following is a summary of call data, broken down by month, from January 2019 through April 2023 for the SFHSS MBS Call Center:

2019	Inbound Calls	Average Speed of Answer (seconds)	Abandon Rate
Jan	5,276	15	0.9%
Feb	3,916	19	1.1%
Mar	3,717	16	0.8%
Apr	3,682	20	1.0%
May	3,659	12	0.8%
Jun	3,345	14	0.9%
Jul	3,763	24	1.1%
Aug	3,619	22	1.3%
Sep	3,872	24	1.5%
Oct	10,904	28	1.4%
Nov	3,605	19	0.5%
Dec	5,292	27	1.4%
TOTAL/AVG	54,650	20	1.0%

2020	Inbound Calls	Average Speed of Answer (seconds)	Abandon Rate
Jan	4,358	17	0.9%
Feb	3,898	14	0.6%
Mar	2,895	17	1.2%
Apr	1,927	<i>Not Available</i>	<i>Not Available</i>
May	3,301	8	0.8%
Jun	4,681	11	0.4%
Jul	4,914	33	1.5%
Aug	4,229	42	1.6%
Sep	4,675	94	3.4%
Oct	9,562	85	3.2%
Nov	4,606	116	5.3%
Dec	5,972	117	4.5%
TOTAL/AVG	55,018	50	2.1%

2021	Inbound Calls	Average Speed of Answer (seconds)	Abandon Rate
Jan	4,489	51	1.9%
Feb	3,786	18	1.9%
Mar	4,707	18	0.8%
Apr	4,116	20	0.9%
May	4,213	24	1.0%
Jun	4,549	33	3.2%
Jul	3,891	38	2.1%
Aug	4,044	24	1.5%
Sep	4,656	44	2.5%
Oct	9,448	130	8.2%
Nov	4,111	39	4.2%
Dec	5,725	75	3.0%
TOTAL/AVG	57,735	43	2.6%

2022	Inbound Calls	Average Speed of Answer (seconds)	Abandon Rate
Jan	4,726	47	3.1%
Feb	3,811	69	4.3%
Mar	4,306	78	3.3%
Apr	4,004	40	2.5%
May	2,521	<i>Not Available</i>	<i>Not Available</i>
Jun	3,485	<i>Not Available</i>	<i>Not Available</i>
Jul	3,074	<i>Not Available</i>	<i>Not Available</i>
Aug	3,375	<i>Not Available</i>	<i>Not Available</i>
Sep	3,344	196	10.0%
Oct	8,351	572	20.8%
Nov	3,554	583	23.9%
Dec	3,080	3427	41.3%
TOTAL/AVG	47,631	627	13.7%

2023	Inbound Calls	Average Speed of Answer (seconds)	Abandon Rate
Jan	2,482	622	25.0%
Feb	2,581	452	12.8%
Mar	4,692	460	13.9%
Apr	3,375	545	16.1%
May	-	-	-
TOTAL/AVG	13,130	519.8	16.95%

Calls to the MBS call center generally fall into three overarching categories:

1. confirmation and information,
2. general eligibility review and payment processing, and
3. case review with trouble shooting.

Calls in 2022 spanned of the following subject areas or topics:

Call Topic	% of Calls	Call Category
▪ Eligibility or Enrollment ¹	29.5%	Confirmation/ information
▪ Retirement or Medicare ²	20.4%	Confirmation/ information and general eligibility review
▪ Benefits ³	12.5%	Confirmation/ information and general eligibility review
▪ Payments/Refunds/Deduction ⁴	10.8%	general eligibility review and payment processing
▪ Open Enrollment ⁵	9.6%	Confirmation/ information and general eligibility review
▪ General Information ⁶	5.3%	Confirmation/ information
▪ Demographic and Address Changes ⁷	4.0%	Confirmation/ information
▪ Misc./Uncategorized ⁸	7.9%	N/A

¹ *Enrollment Call Example.* A typical enrollment call may include a Member who is a newly hired City Employee asking whether they are enrolled with their elected health plan. Although the Member is enrolled in the plan, by the following pay-period from the date the Member has completed an application, it may take the health plan a few weeks to mail a new enrollee a membership card. Call center staff would look up the member's information in the HSS eligibility system and confirm for the Member that their enrollment has been processed. The call center staff may also inform the Member where to see their enrollment information on the Employee Portal site. This would be an example of a 'confirmation and information' call.

² *Retirement or Medicare Call Example.* Generally, Members will call HSS for retirement consultations, prior to their retirement. As noted above, the highest volume of these calls occur in June and July each year. These calls involve explaining retiree benefits, costs and variety of available retiree benefits, and the requirement for the Member to enroll in Medicare. This would be an example of a 'confirmation and information' call.

³ *Benefits Call Example.* The most common Benefits calls are from Members asking for information on the different plans offered by SFHSS and/or the cost of those benefits (premium costs) for them. The benefits in questions could include medical, dental,

vision benefits, voluntary benefits, and Healthcare and Dependent Care Flexible Spending Accounts. For voluntary benefits questions, Members are referred to our outside/third-party voluntary benefits administrator, Workterra.

⁴ *Payment Call Example.* Members also call SFHSS to make payments toward their benefit premiums. Call center staff provide the Member the ways in which payment can be made and guide them through the online portal process should the member choose to pay online. Members are also encouraged to sign up for auto-pay to avoid late payments (late payments could result in termination of coverage).

⁵ *Open Enrollment Call Example.* During Open Enrollment, Members often call to find out about the features of each plan that is offered. They often request comparison information, including costs associated with different levels of coverage. Using the information in the published benefit guides, call center staff inform the Members of the different benefits available and associated costs. Call center staff may also provide a referral to a specific plan-specific office hours so that the Member can get in-depth information directly from plan representatives.

⁶ *General Information Call Examples.* General Information calls are overwhelmingly focused on office hours, key contact and/or location information of other City departments. These calls may include requests for information on and referrals to other City departments (like the employee's own human resources department or the City's retirement department).

⁷ *Demographic and Address Information Call Example.* For active employee Members requesting an update to their demographic information, the caller is referred to their human resources department and/or to the online San Francisco Employee Portal for address updates. For retired Members, the caller is referred to the SFHSS website to complete a Change of Address form. The Retired Member is also informed that it may take up to a week to process their requested changes. They are informed that if their newly listed address is outside of the member's selected health plan service area, the Member may be required to make a change to their health plan enrollment.

⁸ SFHSS will work with the selected Respondent to prepare the call center for any calls that do not fall into the aforementioned seven (7) most common call types. Often these calls may be associated with a special project, an appeal, or audit being conducted by SFHSS (such as our Dependent Eligibility Verification Audit, or "DEVA", whereby SFHSS confirms whether dependent spouses and domestic partners are still eligible for benefits). Calls of this nature would be referred to SFHSS Member Services or a third-party vendor.

Note to Respondents: More information on the MBS call center metrics is available at <https://sfhss.org/resource/april-13-2023-sfhss-2022-annual-report-updated>. If any additional current or historical call center metrics or data are necessary for your

proposal, please submit a question to SFHSS in writing (See Section 3.4 3. “RFP Questions and Requests for Clarification”).

2. CALL CENTER SUPPORT NEED AND SCOPE OF SERVICES

2.1 Summary of Current MBS Call Operations and Backlog and Reallocation of Resources.

Beginning in December of 2022, MBS staff efforts focused on (a) call center operations to minimize the impact to Members. This change in operational focus has been at the expense of MBS (b) administrative tasks, such as transaction processing workstreams and vendor reconciliation reports. These administrative tasks have been deprioritized resulting in a higher number of errors and a need for more retroactive adjustments to member premiums and payments to health plans.

To manage the volume of incoming calls, MBS turned on a voicemail service through which Members are able to leave a voicemail after being on hold for fifteen (15) minutes. These voicemails are then returned on Saturdays (mandatory overtime hours) by MBS staff.

The following is a breakdown of MBS call center operations from January through April of 2023 *following* this reallocation of call center resources:

2023	January	February	March	April
Number of Calls Received	8,361	4,725	4,692	4,025
Number of Calls Handled	6,270	4,120	4,039	3,375
Number of Calls Abandoned	2,091	605	653	650
Percentage of Calls Abandoned	25%	13%	14%	16%
Voicemails Received	1,628	882	771	754
Number of Staff Assigned to the Phones	6	6	5	5
Average Number of Calls per Staff Member	1,045	687	808	675
Average Handle Time (in minutes)	7:17	6:56	6:56	6:56

2.2 Call Center Support, SFHSS MBS Service Levels

As a result of this RFP, SFHSS expects to select a qualified RFP Respondent capable of supporting SFHSS with the following work (Level 1 Services) to support the full-time staff of the SFHSS MBS call center.

Additional and more complex analytical and transactional work (Level 2 Services) will continue to be performed by full-time MBS staff (both 1209 and 1210 City Employee classifications, see Section 1.2.1. "MBS Staff").

Prior to implementing Level 1 Services, the selected RFP Respondent will coordinate with SFHSS on all necessary scripting, process and workflow documentation necessary for the training, supervision and direction of the selected RFP respondent's call center staff (Level 3 Services).

2.2.1 Level 1 Services.

Level 1 Services will include the provision of general and/or current-state Member information, verification of Member(s) current enrollment, documentation and payment status, the provision of benefit and enrollment information to Members, and connecting Members with other departments, benefit plans and resources, including:

- Providing Members with general eligibility information based on the SFHSS Member Rules (<https://sfhss.org/san-francisco-health-service-system-member-rules>);
- Confirmation of a Member's currently enrolled benefits (health, dental, vision, voluntary benefits) through SFHSS (virtually-accessed) People & Pay (Salesforce PeopleSoft) or by instructing the Member on how to access their City Employee Portal;
- Supporting Members with the completion of documents and providing resources and guidance on how documents can be submitted to SFHSS, including timelines and deadlines for submission (for example, enrolling in benefits, adding or removing an eligible dependent; see also <https://sfhss.org/how-to-enroll>);
- Confirmation of document receipt and document review for completion (submission of applicable verifications) using the City's (virtually-accessed) Electronic Content Management (ECM) system;
- Referral, when appropriate, to other City departments and divisions for appropriate support (for example, a call may come in regarding retirement, which is a separate City department [<https://sfgov.org/agency/employees-retirement-system>], or Workers Compensation, which is a division within the City's Department of Human Resources [<https://sfdhr.org/workers-compensation>]);

- Warm transfers to established benefit vendor phone numbers to connect the Member to their (health, dental or vision) plan for additional enrollment verification (Member and agent must remain on the line in order to transfer the call to the vendor); and
- Educating Members on submitting payments to SFHSS for their health care premiums (including informing Members of the payment amount due and walking the Members through the online portal system for self-service payments).

2.2.2 Level 2 Services (provided by SFHSS MBS Staff).

Full-time MBS Staff will continue to provide Members with Level 1 Services (depending on SFHSS internal call volumes and virtual or in-person appointment calendars) and all Level 2 complex administrative, transactional and analytical work.

Level 2 Services require analysis, collaboration and consultation with health plan and benefit vendors, internal SFHSS staff from other SFHSS divisions, and analysis of People & Pay (Salesforce PeopleSoft), the ECM system, as well as appeals, troubleshooting City systems and errors and case resolution.

Note to Respondents: As part of a Respondent's proposal, SFHSS expects a presentation of options for how SFHSS and the selected Respondent will direct and differentiate Member calls for Level 1 and Level 2 services.

2.2.3 Level 3 Services (Off-Site Call Center Scripting, Process and Workflow Documentation; Off-Site Call Center Training).

Level 3 Services will include all necessary scripting, process and workflow documentation, customer service training and supervision of off-site call center staff providing services for SFHSS. Level 3 Services will focus on providing high-level services to public sector employees and retirees, de-escalation, active listening, and problem solving. Documentation of workstreams should be adapted to streamline current workflows, which may include a review of current automation, and where it can be enhanced to remove potential errors, that is inherently with current SFHSS processes.

2.3 **Scope of Services.**

This scope of services shall serve as a summary of the work SFHSS expects to be performed by the selected Contractor. It is not a complete listing of all services that may be required. The selected Contractor will work closely with and be directly managed by the SFHSS Member Services Division and will be expected to meet with SFHSS on a

weekly basis during implementation and peak call volume periods and on a monthly basis at minimum during non-peak periods, as determined by SFHSS.

2.3.1 Scope of Services.

This scope of services shall include Level 1 (Section 2.2.1) and Level 3 (Section 2.2.3) Services.

2.3.2 Technical Requirements for Level 1 Services.

The following additional technical requirements, capabilities and services may be necessary to provide Level 1 Services:

- i. Automatic Call Distribution (ACD)
- ii. Voice Mail
- iii. Queuing and Related Features
- iv. Music On Hold / Commercial On Hold
- v. Agent and Supervisor Connectivity / Application Software
- vi. Technical Support
- vii. Security and Reporting
- viii. Integration of Customer Relationship Management (CRM) and Computer Telephone (CT)

2.3.3 Data Tracking, Reporting and Call-Recording.

All incoming and outgoing calls to the selected Contractor shall be recorded and preserved during the life of the Agreement. Upon request by the City, the selected Contractor shall provide a media file, in the City's preferred format, of any and all call interactions between the Selected contractor staff, Members, SFHSS third-party vendors, or SFHSS Staff.

In the instances of City systems, including but not limited to the SFHSS website (<https://sfhss.org/>), are being access and used to provide services to Members, the selected Contractor shall accompany all audio recordings with screen capture recordings, to assist with future training of the selected Contractors staff.

The selected Contractor will track Member calls and interactions and provide regular reports including, but not limited to, the following metrics:

- i. Number of calls received

- ii. Number of calls answered by a live operator
- iii. Number of calls transferred to SFHSS
- iv. Number of calls transferred to operator speaking a language other than English
- v. Date and time of calls
- vi. Inquiry and/or consultation types
- vii. Caller's health plan
- viii. Other data as requested by SFHSS
- ix. Reports by month, quarter, and year

2.3.4 Professional Conduct and Quality of Services.

The selected Contractor shall ensure that all services provided shall be rendered in a professional manner, in accordance with City's Equitable, Fair, and Respectful Workplace Policy (<https://sfdhr.org/sites/default/files/documents/Policies/Equitable-Fair-and-Respectful-Workplace-Policy.pdf>). The selected Contractor shall regularly audit incoming and outgoing calls for call quality. Upon request by City, the selected Contractor agrees to include designated SFHSS staff in the review and scoring of call quality. The selected Respondent agrees that in the event of any violation of the City's Equitable, Fair, and Respectful Workplace Policy, against Members, third-party SFHSS vendors, or SFHSS staff, that the offending selected Respondent team member may be requested to be removed from providing Services under the agreement.

2.3.5 Level 3 Services: Off-site Call Center Training and Script Development.

The selected vendor shall coordinate with SFHSS on the development of all necessary training and script development for off-site call center operations. Such script will have the following goals:

- i. Validating the Member to protect their PHI and following HIPAA guidance when someone calls on the Member's behalf;
- ii. Confirm Member's demographic information;
- iii. Confirm Member's dependent information;
- iv. Remind Members to update beneficiary for life insurance when applicable; and

- v. Remind Members of the value of routine/annual appointments.

SFHSS proposes that training and script development will begin as early as July 2023 following execution of an agreement with the selected Respondent.

SFHSS expects that all training will be completed and scripts developed and approved by SFHSS prior to the start of Open Enrollment (October 1, 2023).

Respondents shall include in their RFP responses a proposed schedule for the training of off-site call center staff as well as a description of Respondent's capabilities and experience with developing call center scripts.

2.3.6 Project Management and Staffing.

The selected Respondent shall provide an Account Manager and project team to implement and maintain the services described above, including a project timeline indicating when Respondent call center will be able to initiate receiving calls from SFHSS Members. The selected Respondent will be expected to meet with SFHSS on a monthly basis at minimum.

The selected Respondent shall adjust staff levels to service the volume of calls as anticipated by SFHSS based on provided projects and schedules.

In the event of poor service, as defined by the City, the City reserves the right to request to remove any selected Contractor staff member from providing Services under this Contract. Within 24 hours of the City's request to remove selected Contractor staff from the account, the selected Contractor shall provide a fully trained replacement team member.

2.3.7 Hours of Operation

Contractor shall provide as-needed Services during regular hours of operation, Monday through Friday, from 9:00 AM (PT) to 5:00 PM (PT) unless otherwise notified by SFHSS.

2.3.8 Performance Guarantees and Key Performance Indicators

Respondents shall include in their proposals performance guarantees and/or key performance indicators (collectively, "PGs") that Respondents deem appropriate to the Call Center Services solicited in this RFP.

Examples of PGs include:

- 70% of calls answered within 30 seconds;
- < 5% of calls are abandoned by caller before reaching a live associate;
- 90% average call quality rating (through the use of after call surveys);
- Quality coaches randomly listen to and evaluate calls to ensure accurate information in a customer-focused manner.

The preferred format for PGs is as follows:

Type of PG	Measurement Period	Service Objective and/or Threshold	Fees-at-Risk (%)
<i>E.g. Quarterly Average Abandonment Rate</i>	<i>E.g. Quarterly (Jan. – Mar., April – Jun., Jul. – Sept., Oct. – Dec.)</i>	<i>E.g. No greater than five percent (<5.0%) of calls will be abandoned by caller before reaching a live associate</i>	<i>E.g. 0.5% of administrative fees for the measurement period.</i>

See Appendix D (Performance Guarantees) for more information on PGs.

2.3.9 Peak Call Volume and Additional Prompts for Call Center Services.

At current MBS staffing levels, during the peak call-volume months – retirements (June/July), Open Enrollment (October) and Open Enrollment processing (November and December) – call center support services will be required.

The selected Respondent will be a qualified and experienced call center support provider that will leverage their industry experience and provide SFHSS recommendations as to when to implement Call Center Services. SFHSS strongly recommends that prospective Respondents evaluate and if applicable, propose alternative approaches, including industry best practices, in their proposals.

The current proposed prompts for utilizing call-center support services outside of the peak call volume periods are as follows:

- (a) Weekly samples of transactions will be taken to review if they are processed timely. If the reviews from any four-week period result in 5% or more of transactions being processed outside of their normal due dates, this will be the *Workstream Prompt* for the next available service month.

- (b) Weekly reviews of voicemails will be taken. If 5% or more of calls received for any four-week period result in voicemails, this will be considered a *Voicemail Prompt* for the next available service month.
- (c) Weekly reviews of abandoned calls will also be conducted. If 5% or more of calls from any four-week period result in abandoned calls, this will be considered an *Abandoned Call Prompt* for the next available service month.

3. RESPONSE REQUIREMENTS

3.1 Pre-Proposal Conference Call

Thursday, June 1, 2023, 10:00 AM– 11:00 AM (PDT)

SFHSS will hold a pre-proposal conference call to receive general questions and, where appropriate, provide clarifications to RFP requirements and the scope of services. The pre-proposal conference will be conducted via Microsoft Teams or another video conferencing platform and recorded by SFHSS. Verbal comments made by SFHSS at the pre-proposal conference are not binding. All questions must be submitted in writing to SFHSS pursuant to Section 3.4 (RFP Questions and Requests for Clarification) and must be received before the Deadline for RFP Questions. Should there be a need to communicate information to Respondents as result of the pre-proposal conference, an Addendum with written answers and clarifications will be issued and posted on the SFHSS website.

If a prospective Respondent is interested in participating in the Pre-Proposal Conference Call, please email patrick.chang@sfgov.org; cc: michael.visconti@sfgov.org with the name(s), email(s) and title(s) of any attendee(s) by or before 8:00 AM (Pacific Time) on the day of the call.

3.2 Minimum Qualifications

Respondents must meet the following minimum requirements at the time their Proposal is submitted. Any Response that does not demonstrate that the Respondent meets these minimum qualifications by the Deadline for Proposals (Section 3.3.) will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract(s).

- 3.2.1 Respondent has submitted a Proposal for delivering services and deliverables outlined in this RFP, including but not limited to Section 2.3 (Scope of Services).
- 3.2.2 Respondent is in good-standing within the State in which they are organized to do business.
- 3.2.3 Respondent shall only provide services from within the continental United States.
- 3.2.4 Respondent has at least three (3) years of experience providing similar services to public sector employers or large employers with more than 10,000 employees. If applicable, Respondent shall detail their experience with providing services related to health, other employee benefits, and human resources.
- 3.2.5 Respondent is currently in compliance with all state and federal privacy and security laws, statutes and regulations for protecting health plan subscriber/enrollee/Member data, including but not limited to HIPAA and the HIPAA Security, Privacy, and Breach Notification Rules.
- 3.2.6 Respondent possesses the minimum insurance coverages set forth in Appendix C, Section 5.5. (Standard Agreement).
- 3.2.7 Respondent must become an Approved City Supplier within ten (10) days post award. Respondents are not required to have an SF City Supplier ID at the time of bid. Find out how to become a SF City Supplier at: <https://sfgov.org/oca/Qualify-Do-Business>.

Respondents are advised that the process for becoming an Approved City Supplier will take longer than ten (10) days and should be started concurrently with the preparation of a proposal in response to this RFP. Please contact SFHSS directly (patrick.chang@sfgov.org), cc: michael.visconti@sfgov.org) for detailed instructions on becoming an Approved City Supplier.

3.3 Submission of Proposals

Respondents must complete their written **Vendor Response Form (Appendix A) and Pricing Form (Appendix B)** and submit all documents in Adobe PDF format via email to Patrick Chang (patrick.chang@sfgov.org), cc: michael.visconti@sfgov.org, no later than **Friday, June 23, 2023 at 12:00 PM (PDT) (“Deadline for Proposals”)**.

Any attachments to the Vendor Response Form must not exceed twenty (20) total pages and must be submitted with the Vendor Response Form.

Late submissions will not be considered.

SFHSS strongly recommends emailing your proposal at least one (1) hour prior to the deadline and/or to sending a second email requesting confirmation of receipt without any attachments.

Note to Respondents: electronic submissions which exceed 20MB will be rejected by City email servers. If your submission is close to or may exceed 20MB, please immediately notify Patrick Chang (patrick.chang@sfgov.org), cc: michael.visconti@sfgov.org. Upon timely notification, SFHSS will provide alternative submission methods.

3.4 RFP Questions and Requests for Clarification

Respondents shall submit any questions regarding the RFP in writing by **Thursday, June 8, 2023, at 12:00 PM (PDT) (Deadline for RFP Questions)**. Questions must be delivered by e-mail to patrick.chang@sfgov.org, cc: 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 by or before Tuesday, June 13, 2023 on the SFHSS procurement webpage: <https://sfhss.org/RFPs>.

SFHSS reserves the right to offer additional question and answer periods and 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.

3.5 Proposal Structure

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, straightforward and concise statements that satisfy the requirements of the RFP, and clearly identify applicable subsection or question. All parts, pages, figures, and tables should be numbered and clearly labeled. Respondents accept that superfluous information may be disregarded.

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

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

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.

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

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

3.5.3 Section 3: Executive Summary (word / page limit: 1,000 words or two (2) pages)

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

- a) Respondent's business name, address, telephone number, email address and fax number.
- b) Respondent's legal formation (e.g., corporation, LLC, non-profit, etc.), and the year the entity was substantially organized as it now exists.
- c) Respondent's parent company and all subsidiaries, as applicable.
- d) The name of any sole proprietor, partners, or principal officers, as appropriate.
- e) 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.
- f) The primary account manager or executive responsible with overseeing or carrying out Respondent's responsibilities if awarded a contract as a result of the RFP.
- g) 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.
- h) Respondent's Federal Employer Tax Identification Number and a completed IRS W-9 form.
- i) Respondent's proposed subcontractors.
- j) If the Proposal is being submitted by Respondent in partnership, cooperation or association with one or more Joint Respondents or Subcontractors:

1. A full and complete listing of all Joint Respondents, including addresses, telephone numbers, email addresses and fax numbers.
 2. Legal formation of each Joint Respondent.
 3. Primary responsibilities of each Joint Respondent if Respondent is awarded a contract as a result of the RFP.
 4. Length of relationship between each Joint Respondent and Respondent.
- k) Respondents shall provide two (2) references for which Respondent has performed similar services during the past five (5) years. For each reference, Respondent shall include a brief description (no more than one (1) page, single-sided) of the work, employer headcount (applicable to or able to avail themselves of the services), number of years under contract, and contact information. Any references whereby HIPAA-protected information was included in the scope of call center responsibilities should be noted as such.
- l) 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.

3.5.4 Section 4: Litigation (word / page limit: 500 words or one (1) page)

If Respondent is or has been involved in /or any litigation and government action directly related to the performance of any of the services contained in this RFP over the past six (6) 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.

3.5.5 Section 5: Pricing for Services (word / page limit: not applicable)

Respondent shall provide a fee schedule and full pricing breakdown for Services.

- a) Any incidental costs, fixed costs, or overhead, excluded from cost of the Application, shall be clearly identified and segregated.

- b) Any hourly rate for the Project Manager and/or Key Staff shall be separately identified by the Respondent, including any cost for updating the Application, customization, or technical support, if applicable.

3.5.6 Section 6: Approach / Strategy to Services (word / page limit: 2,500 words or five (5) pages)

Using the services described in Section 2.3 (Scope of Services) and this RFP as a guide, describe Respondent's Application and what distinguishes Respondent, its Application, Respondent's Project Manager, Key Staff, facilities, experience, and processes and/or procedures. Include any warranties and guarantees for the Application.

3.5.7 Section 7: Evidence Supporting Certification of Minimum Qualifications (no word / page limit but must be relevant and limited to support necessary to establish Minimum Qualifications only)

Respondent shall submit appropriate documents demonstrating how Respondent meets each Minimum Qualification (Sec. 3.2) including any regulatory eligibility requirements necessary to participate in the RFP.

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

Appendix C (Standard Agreement) contains the general form and content of the contract SFHSS anticipates using for the agreement with a Selected Respondent.

The Standard Agreement is an integral component of Respondent's Proposal. Respondent's Proposal will serve as the base for negotiations with a Selected Respondent(s). 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) included as part of the Standard Agreement.

SFHSS reserves the right to add or delete language from Appendix C (Standard Agreement) when preparing the final form of the agreement with a Selected Respondent(s).

3.5.9 Section 9: Insurance (word / page limit: not applicable)

Respondent shall provide evidence of the amount of insurance coverage carried as defined in Appendix C (Standard Agreement).

4. EVALUATION CRITERIA

This section describes the guidelines used for analyzing and evaluating Responses. SFHSS intends to select a Respondent that provides the best overall qualifications, inclusive of fee 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 its needs.

4.1 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. 3.2). 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.

4.2 Evaluation Panel

If Respondent meets all deadlines (Section 3), and meets the Minimum Qualifications (Sec. 3.2), as determined by SFHSS, SFHSS will submit Respondent(s) Proposal(s) to a panel of SFHSS-selected 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”).

City representatives including SFHSS employees will serve as the Evaluation Panel responsible for evaluating Respondents and rating each Proposal. The identities of the Evaluation Panel, participating members SFHSS, and any subject-matter experts (SME) will remain confidential throughout the RFP process, with the exception of Oral Interviews (if conducted), whereby members of the Evaluation Panel and any observers to the RFP process, may be identified via telephone, Web/Ex or video conference, or upon conclusion of the RFP, whereby the names of the members of the Evaluation Panel will be available from their scoring and criteria sheets.

4.3 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).

The Oral Interviews will be conducted virtually.

If conducted by SFHSS, Oral Interviews will be held via Microsoft Teams, WebEx or another video web conferencing platform and will be recorded by SFHSS.

Recordings will be subject to the San Francisco Sunshine Ordinance (San Francisco Administrative Code Sec. 67.249 (e)).

SFHSS may provide questions to Respondent(s) in advance of the Oral Interviews.

SFHSS may also determine the types and numbers of personnel from Respondents that will be allowed to participate in the Oral Interviews.

If conducted, Oral Interviews will be scheduled between **July 6, 2023 and July 7, 2023 between the hours of 8AM and 5PM PT**. Dates may be subject to change.

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

In lieu of Oral Interviews, SFHSS may conduct a written request for clarifications.

4.4 Final Ranking and Scoring Announcement

SFHSS will announce its final ranking and scoring 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.

4.5 Proposal Provisions and Reservation of Rights by City

4.5.1 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)). 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.

4.5.2 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 and the Health Service Board 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) (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.

4.6 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.

4.7 Other Terms and Conditions

4.7.1 The selection of a Respondent for contract negotiations shall not imply acceptance by SFHSS of all terms of the response, which may be subject to further negotiation and approvals before SFHSS may be legally bound thereby.

4.7.2 The selected Respondent agrees to become an approved city vendor within (10) days of award. Respondent can apply without having a SF City Supplier ID (see <https://sfgov.org/oca/Qualify-Do-Business>).

4.7.3 Respondents agree to meet the applicable terms of the City-approved service contract (Appendix C) and the Business Associates Agreement (Appendix E). If a satisfactory contract cannot be negotiated in a reasonable time with the selected Respondent, then the City and SFHSS, in its sole discretion, may terminate negotiations and begin contract negotiations with any other remaining Respondents, or reissue a

subsequent RFP, a Request for Quote, a Request for Qualifications, or a mini-RFP, or it may determine that the project and services will not be pursued.

4.7.4 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/suppliers) 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.

4.7.5 Requests for Clarification.

At any time during the Proposal evaluation process, SFHSS may require a Respondent to provide a written clarification regarding its Proposal. Nonetheless, SFHSS reserves the right to make an award without further clarifications of Proposals received.

4.7.6 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.

4.7.7 Cancellation.

Should Respondent wish to cancel, revise, or rescind its Proposal, a written letter so stating must be received by SFHSS via email (patrick.chang@sfgov.org, cc: 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.

4.7.8 Validity of Response.

Any Proposal must remain valid for a period of not less than ninety (90) days from the date of submission. This includes services, pricing, as well as the proposed staffing assignments.

4.7.9 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.

4.7.10 Authorized Communications.

Respondent will direct all communications, in writing, via email, to patrick.chang@sfgov.org, cc: michael.visconti@sfgov.org.

4.7.11 Unauthorized Communications.

Respondents are precluded from contacting other SFHSS staff, the Health Service Board, members of the Evaluation Panel, or any partners or consultants of SFHSS, 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.

4.7.12 Rejection of Proposal.

SFHSS reserves the right to consider as acceptable only those Proposals submitted in compliance with all the requirements set forth in this RFP, all Appendices thereto, the Questionnaire, and which demonstrate an understanding of the Scope of Services (Section 2.3). At its sole discretion, SFHSS reserves the right to reject any Response for reasons including, but not limited to:

- a) Collusion among two or more Respondents (including, but not limited to, Respondent's employees, consultants, officers, partners or subcontractors)
- b) Conflicts of interest;
- c) Submission of a conditional or incomplete Proposal;
- d) Failure to respond in the format required, both in content and sequence;
- e) Failure to submit the response by the specified deadline;
- f) Failure to answer any question in this RFP;
- g) Failure to meet a qualification or requirement;
- h) False or misleading statements;
- i) Non-responsive Proposal(s);
- j) Proposals submitted by a non-responsible Proposer; and/or
- k) Any other reason which, in SFHSS' opinion, the response or Proposal fails to meet the conditions and requirements of this RFP.

4.7.13 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 vendor for reasons other than lowest price.

4.7.14 No Commissions.

No commissions will be paid, and none may be included in any Proposal. No designation of Broker of Record (BOR) will be issued to any Prospective Respondent to

procure a quotation from a health insurance entity. No override payment, volume bonuses or other indirect payments of any kind to agents or third parties are allowed in connection with this RFP.

4.7.15 Consent to Reassign Personnel.

If selected by SFHSS, Respondent shall not reassign personnel assigned to the contract during the term of the contract without prior notification to SFHSS, including Account Executive and 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.

4.7.16 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.

4.7.17 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.

4.7.18 Objections to the RFP Terms.

Should Respondent object on any ground to any provision or legal requirement set forth in this RFP, Respondent must, at least ten (10) calendar days before the Deadline for Proposals, provide written notice to SFHSS 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: Tuesday, June 13, 2023 at 11:59 PM (PDT)

4.7.19 Campaign Reform and Prohibition on Behested Payments

Campaign Reform Ordinance. Respondents must comply with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which states:

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.

Prohibition on Behested Payments. Respondents must comply with the City's Behested Payment Legislation, approved by the Board of Supervisors on December 14, 2021, available at <https://sfethics.org/compliance/behested-payments>; see also https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_campaign/0-0-0-47602.

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

4.7.20 Reservations of Rights by the City.

The issuance of this RFP does not constitute an agreement by SFHSS, the Board, or the City to enter into any contract. SFHSS expressly reserves the right at any time to:

- a) Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- b) Reject any or all Proposals;
- c) Reissue a Request for Proposals, Request for Qualifications or similar procurement;
- d) 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;
- e) Procure any services specified in this RFP by any other means; or
- f) Determine that no contract will be pursued.

4.7.21 Local Business Enterprise.

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”) shall apply to this RFP. For more information, please go to the Contract Monitoring Division (CMD) webpage at <http://sfgov.org/cmd/>.

The 10% Micro-LBE and Small-LBE rating bonus provisions applies to this project because the anticipated Agreement amount is less than \$10 Million. Micro-LBEs and Small-LBEs that apply for the rating bonus must be certified by the proposal due date. If they are not certified by the bid due date, the rating bonus will not be granted.

The 2% SBA-LBE rating bonus provisions applies to this project because the anticipated Agreement amount is less than \$20 Million. However, the 2% rating bonus for SBA-LBEs shall not be applied if it would adversely affect a Micro-LBE or Small-LBE. SBA-LBEs that apply for the rating bonus must be certified by the proposal due date. If they are not certified by the bid due date, the rating bonus will not be granted.

LBE firms must submit Form 2A with their proposal to be considered for the ratings bonus. See <http://sfgov.org/cmd/file/371> (pages 10 and 11).

4.8 Protest Procedures

4.8.1 Protest of Non-Responsiveness Determination or Failure to Meet Minimum Qualifications.

Within five (5) working days 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 fifth (5th) working day following SFHSS’ issuance of the notice of non- responsiveness. 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 Respondent’s Authorized Representative or another 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.

4.8.2 Protest of Ranking, Scoring, Recommendation to Health Service Board, or Contract Award.

Within five (5) working days of notice of final ranking, 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 the fifth (5th) working day after notice of final ranking.

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.

4.8.3 Delivery of Protests.

Respondents are responsible for delivery to, and confirm receipt by, SFHSS of any protest by the deadlines specified in Section 4.8 (Protest Procedures). If a protest is mailed, the protesting Respondent bears the risk of non-delivery within the deadlines specified herein.

Protests must be delivered via email with delivery receipt requested to:

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

With copies sent to (cc):
abbie.yant@sfgov.org; gustin.guibert@sfcityatty.org

Protests or notice of protests made orally, by U.S. Postal Service or common carrier, by messenger or by any other means than via email as required above, will not be considered or accepted by SFHSS.

Appendix A – Vendor Response Form

1. Does your organization meet the minimum qualifications referenced in Article VII [Minimum Qualifications] of this Request for Proposals:

Put an “X” next to one:

Yes: _____ No: _____

2. Contact, Tax & Vendor Information Page

a) Company or Organization

- Name:
- Address:
 - Physical:
 - Website:
- Federal Tax ID:
- City Supplier ID (if applicable):

**b) Primary Contacts for City Department of Technology and SFHSS
Cybersecurity Assessment:**

- Account Contact Name:
- Email:
- Telephone:

- Technical Contact Name
- Email:
- Telephone:

Appendix–B - Respondent Quote

Respondents are asked to submit a quote for services described in Section 2.3 (Scope of Services) of this RFP. Respondents must provide rates that would be guaranteed for the term of this agreement.

Include all key operating assumptions being made to arrive at the quote.

The evaluation of the pricing model will be based on the total fixed price, price per Resource Unit, and Variable Service Fees (as applicable) reflected in the attachment. The additional pricing detail provided by the Respondent will be used to establish a comparative value.

Appendix C – Standard Agreement

See SFHSS Requests for Bids, Quotes, Proposals and Qualifications (<https://sfhss.org/RFPs>) under As-needed Off-site Employee Benefits Call Center Services [RFPQHSS2023.O1].

Appendix D – Performance Guarantees

As noted in Section 2.3.7 (Performance Guarantees and Key Performance Indicators), Respondents shall include in their proposals performance guarantees and/or key performance indicators (collectively, “PGs”) that Respondents deem appropriate to the Call Center Services solicited in this RFP.

The preferred format for PGs is as follows:

Type of PG	Measurement Period	Service Objective and/or Threshold	Fees-at-Risk
Time to Answer	Quarterly (Jan. – Mar., April – Jun., Jul. – Sept., Oct. – Dec.)	70% of calls answered within 30 seconds	0.5% of administrative fees for the measurement period.
Quarterly Average Abandonment Rate	Quarterly (Jan. – Mar., April – Jun., Jul. – Sept., Oct. – Dec.)	No greater than five percent (<5.0%) of calls will be abandoned by caller before reaching a live associate	0.5% of administrative fees for the measurement period.
Call Quality/Phone Etiquette Rating	Annually (12-month contract period)	90% average call quality rating (through the use of after call surveys ¹)	1.0% of administrative fees for the measurement period.

¹ Survey included/attached.

Additional PGs and/or key performance indicators (KPIs) could include:

- First Call Resolution
- Transfer Rate
- Average Handle Time
- Rate of Call Center Staff/Agent Turnover

Appendix E – Business Associates Agreement

See SFHSS Requests for Bids, Quotes, Proposals and Qualifications (<https://sfhss.org/RFPs>) under As-needed Off-site Employee Benefits Call Center Services [RFPQHSS2023.O1].