



SAN FRANCISCO HEALTH SERVICE SYSTEM

Affordable, Quality Benefits & Well-Being

Updated January 11th, 2024 in accordance with Addendum No. 1

REQUEST FOR PROPOSAL Medicare Plan (MAPD PPO) — 2025 Plan Year RFPQ#HSS2023.M1 CONTACT: Michael Visconti, michael.visconti@sfgov.org, (628) 652-4645

Purpose:

The San Francisco Health Service System (SFHSS) is issuing this Request for Proposal (RFP) to enter into an agreement with a qualified carrier to provide a comprehensive nationwide Medicare Advantage Prescription Drug (MAPD) Passive PPO plan for Medicare-eligible SFHSS retirees and their eligible dependents. The selected carrier will also provide a nationwide PPO plan, and preferably a California HMO and/or EPO plan in large California metropolitan centers for both non-Medicare retirees (with a Medicare-eligible dependent) and non-Medicare eligible dependents (of a Medicare-eligible retiree).

Population (summary)¹:

- ~~17,840~~17,553 (UHC Medicare Advantage PPO)
- ~~4,132~~1,021 (UHC Select Plan EPO-Commercial non-Medicare)
- ~~524~~356 (UHC Doctors Plan EPO-Commercial non-Medicare)
- ~~145~~116 (UHC non-Medicare PPO-Commercial non-Medicare)
- ~~Three (3) (UHC Medicare Eligible and Not Enrolled in Medicare-Commercial non-Medicare)~~

¹ as of ~~November 13, 2023~~ January 1, 2024

SFHSS Strategic Plan:

A summary of the 2023-2025 SFHSS Strategic Plan is available for review at <https://sfhss.org/sfhss-strategic-plan-2023-2025>. The full 2023-2025 Strategic Plan is available for download at <https://sfhss.org/resource/sfhss-strategic-plan-2023-2025>.

Announcement, Implementation, Open Enrollment, and Coverage Start Dates:

The selected carrier will be announced following the Health Service Board (HSB) Meeting on either the May 23, 2024 or June 13, 2024. The selected carrier will provide a detailed implementation plan as part of this RFP based on the announcement date. SFHSS Open Enrollment is in October 2024, with coverage beginning January 1, 2025.

Existing SFHSS Medicare and Companion Plans:

- UnitedHealthcare (UHC) Medicare Advantage passive PPO
- Kaiser Permanente Senior Advantage (KPSA) HMO (CA, OR, NW, HI coverage areas only)
- UHC Non-Medicare PPO (non-Medicare dependents of Medicare retirees);
- UHC Doctors Plan EPO (non-Medicare dependents of Medicare retirees, California only);
- UHC Select Plan EPO (non-Medicare dependents of Medicare retirees, California only)
- UHC Medicare Eligible and Not Enrolled in Medicare (Primary Retiree only plan, for Primary Retirees who are eligible to enroll in Medicare and elect not to enroll in Medicare; no dependent coverage available on this plan)

See the following for more details:

- <https://sfhss.org/benefits/retirees-with-medicare>;
- <https://sfhss.org/unitedhealthcare-ppoepo>;
- <https://www.whyuhc.com/sfhss/health-plans>

RFP Questions and Communications: To ensure fair and equal access to information about this RFP, all communications must be issued via email to michael.visconti@sfgov.org, cc: anne.thompson2@aon.com. Any unauthorized communication may be cause for disqualification. Answers to all RFP questions and any modification or addendum to the RFP will be posted on the SFHSS website at <https://sfhss.org/RFPs>.



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Approved City Supplier Status Required: The selected respondent to this RFP is required to become an Approved Supplier with the City and County of San Francisco by or before June 12, 2024

(<https://sfcitypartner.sfgov.org/pages/become-asupplier.aspx>).

Approved City Supplier status requires compliance with San Francisco Administrative Code Chapter 12B (Equal Benefits Ordinance).

Information on becoming compliant with Chapter 12B can be found at <https://sfgov.org/cmd/>. SFHSS strongly advises that RFP respondents begin this process prior to submitting their non-financial proposal (see below) in response to this RFP.

Key Dates and Deadlines ¹	
Description	Date and Time
RFP Background and Instructions Issued	December 12, 2023
Pre-Proposal Conference (virtual meeting via Microsoft Teams)	Friday, December 15, 2023, 12:00 PM (Pacific)
Initial non-Financial Questions Due to SFHSS (via email)	Tuesday, January 9, 2024, 12:00 PM (Pacific)
Deadline for non-Financial Questions	Friday, January 19, 2024, 12:00 PM (Pacific)
Deadline for Non-Financial Proposals; Deadline for Agreement and BAA	Friday, February 9, 2024, 12:00 PM (Pacific)
Deadline for Financial Questions	Friday, March 15, 2023, 12:00 PM (Pacific)
Oral Interviews (if conducted)	March 18, 2024 – March 22, 2024
Deadline for Financial Proposals	Tuesday, April 9, 2024, 12:00 PM (Pacific)
Request for Clarifications Period, Financial Proposals ²	Tuesday, April 9, 2024 - Monday, May 13, 2024
Presentation of the Results of the RFP to the Health Service Board	Thursday, May 23, 2024 (estimated) Thursday, June 13, 2024 (if required)
Notification of Selected Respondent/Bidder	Thursday, June 13, 2024 (estimated)
Implementation Period Start Date	Thursday, June 13, 2024
Plan Materials for Medicare Parts A & B and Part B-only, Commercial/non-Medicare plan(s)	Thursday, August 1, 2024
Open Enrollment	October 2024
Coverage Begins	January 1, 2025

¹This table is for summary purposes only. Please review Section 4 (RFP Schedule) for deadlines, dates, and times.

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1. BACKGROUND AND ORGANIZATION INFORMATION

1.1 THE SAN FRANCISCO HEALTH SERVICE SYSTEM (SFHSS)

The San Francisco Health Service System (SFHSS) serves over 126,000 individuals, including both active and retired employees of the City and County of San Francisco (the “City”), the San Francisco Unified School District, the Community College of San Francisco, and the San Francisco Superior Court (Participating Employers) as well as their covered dependents. SFHSS executes all process phases related to benefit operations and administration of non-pension benefits including health, dental and vision, and other voluntary benefits. 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.

1.2 CITY AND COUNTY OF SAN FRANCISCO (CITY)

SFHSS is one of 95 departments and agencies within the City. The City is organized as a mayor-council system with an executive mayor, elected by the voting public, and a separately elected legislative city council, the San Francisco Board of Supervisors (BoS). Certain department heads are elected by the voters, e.g., City Attorney, and Treasurer/Tax Collector; others are appointed by the Mayor and confirmed by the Board of Supervisors, e.g., Controller; while others, including the Executive Director of the San Francisco Health Service System, are appointed by the commissions assigned with the authority and oversight of that department's functions.

1.3 HEALTH SERVICE BOARD (BOARD OR HSB)

The San Francisco Health Service System Board (Health Service Board) is dedicated to making available high quality and affordable medical, dental and vision care to its active members and retiree members and their eligible covered dependents (collectively, “Members”), applying benefits without special favor or privilege, and administering the Health Service System Trust Fund (Trust) in accordance with the Charter and solely for the benefit of SFHSS Members. The Health Service Board oversees SFHSS and its administration of non-pension benefits which may be available to employees of the four Participating Employers. The Health Service Board approves rates and plan designs and changes annually. See <https://sfhss.org/health-service-board>. For the seven-member Health Service Board, three Commissioners are elected, and four are appointed, comprised of an appointed San Francisco Supervisor, two Commissioners appointed by the Mayor, and one appointed by the City Controller.

1.4 TRUST

The Trust operates as a pay-as-you-go system meaning that payments for current Member benefits come from current payments into the Trust. Outside the reserves already discussed, the Trust does not maintain funds for future benefits or asset building.

A stabilization reserve has been established to manage volatility. The stabilization reserve distributes Member claims experience gains or losses into the following year's premium calculation in a balanced manner to reduce year-to-year premium changes. The Health Service Board's Rate Stabilization Policy requires an annual determination of the financial gain or loss over a calendar year for each self-funded SFHSS health plan. The difference between the expected and actual plan costs for the just-completed plan year is added to the existing stabilization reserve balance and, under the policy, is amortized over a three-year rating period. The Health Service Board's Self-Funded Plans' Stabilization Policy is also known as the Funding Policy. The Trust is audited annually by an independent auditor for the accuracy of financial

statements and appropriateness of accounting policies. Please see <https://sfhss.org/board-policies-and-reference-documents>.

For additional Board Policies and Reference Documents, please see: <https://sfhss.org/board-policies-and-reference-documents>.

1.5 SAN FRANCISCO EMPLOYEES' RETIREMENT SYSTEM (SFERS)

The San Francisco Employees' Retirement System (SFERS), which is an independent City department from SFHSS, administers two benefit programs for active and retired Members — a Pension Plan (defined benefit plan) and a 457(b) Deferred Compensation Plan (defined contribution plan).

The SFERS Pension Plan is a defined benefit plan that provides service retirement benefits calculated using a formula based on age at retirement, years of service and final compensation.

The Deferred Compensation Plan is a voluntary IRS Sec. 457(b) plan that allows participants to voluntarily defer receipt and taxation of a portion of their regular earnings until after they retire or separate from service.

Under the direction of the Retirement Board, the SFERS Executive Director and senior staff manage the day-to-day activities of the system including investments, member services, finance, actuarial services, information technology, human resources and communications.

1.6 SFHSS STRATEGIC PLAN

The [SFHSS Strategic Plan 2023-2025](https://sfhss.org/sfhss-strategic-plan-2023-2025) (available at <https://sfhss.org/sfhss-strategic-plan-2023-2025>) represents a shift from the provision of benefit services to a deeper understanding of the drivers to improve the health of our member population. Delivery system transformation aimed at achieving better health outcomes requires care models that integrate a broad array of services to address physical, behavioral, and social needs. Our Health Service Board recognizes that Social Determinants of Health (SDOH) play a significant role in whole person health and well-being. Having a job and health benefits isn't enough. Members also need support in navigating the social and clinical challenges that stand in the way of their health and well-being.

The [SFHSS Strategic Plan 2023-2025](https://sfhss.org/sfhss-strategic-plan-2023-2025) outlines distinctive ways in which SFHSS will address these challenges in the areas of *Equity, Primary Care, Affordability and Sustainability, Mental Health and Well-Being, and Optimizing Service*. SFHSS will lead with equity to support our membership in accessing the care they need when they need it, regardless of personal characteristics such as gender, ethnicity, geographic location, and socioeconomic status. As we advance this 2023-2025 Strategic Plan, SFHSS is aligning with leading health authorities to ensure that equity is engrained within the fabric of our mission, vision, values, and strategic goals.

Leading with equity is critical because:

- A health system that examines the link between cost, quality, and health equity contributes to greater **affordability and sustainability**.
- There are concrete practice and policy-level actions that **primary care** stakeholders can pursue to reduce health inequities.
- Fostering **equity** is a positive catalyst to organizational culture, accessibility, inclusion and belonging for our membership.

- Risk factors tied to **mental health and well-being** are heavily associated with social determinants and inequalities among marginalized groups.
- **Optimizing service** through member engagement and outreach can be a vehicle for reducing health disparities and advancing health equity.

1.7 CURRENT HEALTH PLANS

1.7.1 LIST OF CURRENT MEDICARE AND COMPANION PLANS

- UnitedHealthcare (UHC) Medicare Advantage PPO
- Kaiser Permanente Senior Advantage (KPSA) HMO (CA, OR, NW, HI coverage areas only)
- UHC Non-Medicare PPO (non-Medicare covered lives of families where one or more covered lives is Medicare-eligible and enrolled in the MA PPO plan)
- UHC Doctors Plan EPO (non-Medicare covered lives of families where one or more covered lives is Medicare-eligible and enrolled in the MA PPO plan; California only)
- UHC Select Plan EPO (non-Medicare covered lives of families where one or more covered lives is Medicare-eligible and enrolled in the MA PPO plan; California only)
- UHC Medicare Eligible and Not Enrolled in Medicare (Primary Retiree only plan, for Primary Retirees who are eligible to enroll in Medicare and elect not to enroll in Medicare; no dependent coverage available on this plan)
- UHC Medicare Eligible and Not Enrolled in Medicare (Primary Retiree only plan, for Primary Retirees who are eligible to enroll in Medicare and elect not to enroll in Medicare; no dependent coverage available on this plan)
- Blue Shield of California PPO-20 Plan (Primary Retiree only plan, for Primary Retirees who are eligible to enroll in Medicare and elect not to enroll in Medicare; no dependent coverage available on this plan)

See the following SFHSS websites and microsites for more details:

- <https://sfhss.org/benefits/retirees-with-medicare>
- <https://sfhss.org/unitedhealthcare-ppoepo>
- <https://www.whyuhc.com/sfhss/health-plans>

1.7.2 UHC MAPD PPO AND KPSA HMO (THROUGH DECEMBER 31, 2024)

Eligible retirees with Medicare are offered the option of the UnitedHealthcare Medicare Advantage PPO or Kaiser Permanente Senior Advantage HMO plans. Please note that Retiree medical plan coverage and premium costs differ from active employee medical plans and premiums.

Please note that Kaiser Permanente Senior Advantage HMO requires retirees to live in a zip code serviced by the plan. In addition to California, Kaiser Permanente Senior Advantage HMO is also available in a limited number of areas in Oregon, Washington, and Hawaii. UHC's Medicare Advantage PPO does not have service area requirements.

UHC MAPD PPO Highlights

- Must be eligible for Medicare
 - Part A and Part B Plan

- Part B only Plan
- Live anywhere in the USA, or US Territories
- One ID card for all your covered services and prescription drugs from a network of 68,000 pharmacies nationwide
- Out-of-pocket Maximum; fixed co-pay
- No deductible
- Obtain service from any willing Medicare provider in the USA
- Medicare dependents will be enrolled in UnitedHealthcare (UHC) Medicare Advantage PPO
- Non-Medicare dependents can be enrolled in UHC Non-Medicare PPO (administered by UHC)
- UHC Medicare members who live in California also have the option of enrolling non-Medicare dependents in the UHC Doctors Plan EPO (administered by UHC) or UHC Select Plan EPO (administered by UHC)

Kaiser Permanente Senior Advantage HMO (KPSA) Highlights

- Must be eligible for Medicare
 - Part A and Part B Plan
 - Part B only Plan
- Must live in Kaiser Permanente service area
- In-network service only
- Out-of-pocket Maximum, fixed co-pays
- No deductible
- One ID card for all your covered services and prescription drugs
- Medicare dependents are enrolled in Kaiser Permanente Senior Advantage
- Non-Medicare dependents are enrolled in Kaiser Permanente HMO Plan

The KPSA HMO population is not in scope for this RFP and plan year 2025. However, SFHSS may proceed with a procurement for the KPSA HMO population for plan year 2026. Information within the RFP has been requested to inform the decision. See Section 6.2.4 (Out-of-Scope Benefits and Services) for a full list of benefits, plans and services that are outside the scope of this RFP.

1.7.3 SPLIT FAMILIES

Families who have both Medicare eligible and non-Medicare eligible members (e.g., “split families”) may choose between Kaiser or UnitedHealthcare health plans. The non-Medicare members with UnitedHealthcare may be enrolled in one of UnitedHealthcare's EPO or PPO plans available to SFHSS members.

All Medicare-eligible spouses, domestic partners, and dependents must enroll with the same carrier and same plan, if applicable, as the member to which they are associated (e.g., no families split between different carriers).

All non-Medicare-eligible spouses, domestic partners and dependents must enroll with a commercial plan administered by carrier through a single eligibility file. The City also continues coverage for surviving

dependents currently enrolled as dependents, following a member's death. SFHSS will only allow split families to be administered by the same carrier as a result of this RFP.

1.7.4 CURRENT MEDICAL PLANS FOR ACTIVES AND NON-MEDICARE ELIGIBLE RETIREES

Non-Medicare active SFHSS members can choose from Health Net CanopyCare HMO, Blue Shield of California Access+ HMO, Blue Shield of California Trio HMO, Kaiser Permanente HMO or Blue Shield of California PPO health plans. Please note that the Health Net CanopyCare HMO, the Blue Shield of California HMO and the Kaiser Permanente HMO all require enrollees to live or work in a zip code serviced by their plan. Blue Shield of California PPO does not have service area requirements.

Blue Shield of California Access+ and Trio HMO (Flex-funded). SFHSS provides two flex-funded HMO plan options managed by Blue Shield of California: Access+ and Trio HMO. Trio HMO debuted on January 1, 2018. Prior to the January 2013 plan year, SFHSS offered a fully-insured HMO plan managed by Blue Shield. However, on January 1, 2013, the Blue Shield Plan was converted from a fully-insured external health maintenance plan into a flex-funded plan, the Access+ plan. This flex-funded plan has a fully-insured capitation component for services provided by Medical Groups, where the Medical Groups are financially responsible. Hospital and pharmacy services are self-insured, and the risk of loss due to such claims in excess of revenues is borne by the Trust. More information is available on the SFHSS website at <https://sfhss.org/benefits/city-and-county>.

Health Net CanopyCare HMO (Flex-funded). SFHSS provides a third flex-funded HMO plan option managed by Health Net: CanopyCare HMO. Health Net CanopyCare HMO debuted on January 1, 2022 following a 2020 Request for Proposals for health plans for active employees and non-Medicare eligible retirees (or "Early Retirees"). More information is available on the SFHSS website at <https://sfhss.org/healthnet>.

Kaiser Permanente (KP) HMO Plans (Fully Funded). SFHSS provides four (4) fully-insured external HMO plans managed by Kaiser Permanente where the risk of loss due to excess claims for a given fiscal year is borne by the plans. Each fully insured HMO is managed by Kaiser Permanente for Members with their primary residence in one of the four HMO service areas: Northern and Southern California Regions, (Kaiser) Hawaii service area, (Kaiser) Northwest Region service area, and (Kaiser) Washington Region service area. More information is available on the SFHSS website at: <https://sfhss.org/kaiser-permanente-hmo>. Active employees are only eligible for the Kaiser Permanente Northern and Southern California Regions while non-Medicare retirees are eligible for all four regions.

1.8 PASSIVE OPEN ENROLLMENT — OCTOBER 2024

In October of 2024, all current enrollees in the incumbent UHC MAPD plan will be transferred into the selected respondent's MAPD plan. However, all Medicare-eligible Retiree Members will be able to actively change to or from any SFHSS provided Medicare plan, during the initial Open Enrollment period.

Non-Medicare covered lives (of families where one or more covered lives is Medicare-eligible and enrolled in the MA PPO plan) will be enrolled in the most similar plan to the plan in which they are currently enrolled within their given service area unless an alternative strategy is proposed by Respondent as part of their implementation plan and strategy and is accepted by SFHSS.

2. CONTRIBUTION INFORMATION

2.1 CONTRIBUTION APPROACH

Determination of City contributions for SFHSS retiree health care plans is defined within Sections A8.423 and A8.428 of the San Francisco City Charter, as described in the attached November 2023 Health Service Board (HSB) education document that is also available on sfhss.org. Plan rates each year are procured by SFHSS and Aon and approved by the HSB — plan designs are reviewed and any changes approved annually by the HSB. As you will see in the November 2023 Board education document, the result is the City covers all the cost for Retiree Only coverage in offered MAPD plans for retirees who commenced employment on or before January 9, 2009.

2.2 CONTRIBUTION FOR RETIREES

- Retiree costs are based on “average active contribution”. If Retiree full cost rate is less than “average active contribution” cost rate, then the Retiree has a 100% City contribution opportunity.
- The “average active contribution” is based on the 10-County Survey output described in the Charter. It is the average contribution of the 10 most populous counties, not including San Francisco. In 2024 this amount is \$805.85 monthly.
- The first dependent also receives a City contribution. For MAPD plans, the formula essentially produces a City contribution equal to 50% of the total cost for the first dependent.
- There is no incremental City contribution for the second and higher dependent(s).

2.2.1 RETIREES HIRED ON OR BEFORE 1/9/2009 — “FULL CITY CONTRIBUTION” OPPORTUNITY

- Retired employees eligible for health benefits hired on or before January 9, 2009;
- Retired persons who retired for disability; and
- Surviving spouses or surviving domestic partners of active employees who died in the line of duty.

2.2.2 RETIREES HIRED ON OR AFTER 1/10/2009 — CITY CONTRIBUTION SCHEDULE

Access Only-0% of Full City Contribution. Retiree medical coverage — but no employer contribution — is available to retired employees hired on or after January 10, 2009, with at least 5 but less than 10 years of Credited Services with the Employers, and their surviving spouses or surviving domestic partners.

50% of Full City Contribution. Retiree medical coverage at the 50% employer Charter-contribution rate is available to retired employees hired on or after January 10, 2009, with greater than 10 years but less than 15 years of Credited Service with the Employers.

75% of Full City Contribution. Retiree medical coverage at the 75% employer Charter-contribution rate is available to retired employees hired on or after January 10, 2009, with greater than 15 years but less than 20 years of Credited Service with the Employers.

100% of Full City Contribution. Retiree medical at 100% employer Charter-contribution rate is available to retired employees hired on or after January 10, 2009, with greater than 20 years of Credited Service with Employers.

Retired persons who retired for disability, as well as for Surviving spouses or surviving domestic partners of active employees who died in the line of duty.

The vast majority of the City's current retirees fall into the "Full City Contribution" group, given their hire date. This will change over time, but as outlined above, the City Retirees still have a significant City contribution. The charts below provide more information.

	All Members in Medicare			Full Family -- 2 in Medicare, 1+ Non-Medicare		
	Retiree Only	Retiree +1	Retiree + 2+	1+ Non-Medicare in UHC PPO/C.N.A.	1+ Non-Medicare in UHC Select EPO	1+ Non-Medicare in UHC Doctors EPO
Premium - UHC MAPD Plan	\$514.31	\$1,028.62	\$1,542.93	\$1,732.43	\$1,911.10	\$1,756.97
Vision (Basic VSP Plan Premium)	\$4.15	\$8.32	\$11.76	\$11.76	\$11.76	\$11.76
Expense (SFHSS sustainability charge)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Total	\$521.46	\$1,039.94	\$1,557.69	\$1,747.19	\$1,925.86	\$1,771.73
10-County Amount (or single tier premium, if less)	\$521.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Single Retiree Offset	\$0.00	\$521.46	\$521.46	\$521.46	\$521.46	\$521.46
"Actuarial Difference"	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prop. E Contribution (Dependent contribution)	\$0.00	\$259.24	\$259.24	\$259.24	\$259.24	\$259.24
Subtotal City Contributions	\$521.46	\$780.70	\$780.70	\$780.70	\$780.70	\$780.70
Member Contribution Rate 2024	\$0.00	\$259.24	\$776.99	\$966.49	\$1,145.16	\$991.03

	All Members in Medicare			Full Family -- 2 in Medicare, 1+ Non-Medicare		
	Retiree Only	Retiree +1	Retiree + 2+	1+ Non-Medicare in UHC PPO/C.N.A.	1+ Non-Medicare in UHC Select EPO	1+ Non-Medicare in UHC Doctors EPO
Premium - UHC MAPD Plan	\$514.31	\$1,028.62	\$1,542.93	\$1,732.43	\$1,911.10	\$1,756.97
Vision (Basic VSP Plan Premium)	\$4.15	\$8.32	\$11.76	\$11.76	\$11.76	\$11.76
Expense (SFHSS sustainability charge)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Total	\$521.46	\$1,039.94	\$1,557.69	\$1,747.19	\$1,925.86	\$1,771.73
City Contributions for Those @ 75% of Full	\$391.10	\$585.53	\$585.53	\$585.53	\$585.53	\$585.53
Member Contribution Rate 2024	\$130.36	\$454.41	\$972.16	\$1,161.66	\$1,340.33	\$1,186.20

Additional information on contribution setting may be found in a presentation to the Board on November 9, 2023 (<https://sfhss.org/sites/default/files/2023-11/November%20%2C%202023%20Board%20Education%20Determining%20City%20Contributions%20for%20SFHSS%20Retiree%20Medical%20Plans.pdf>).

3. POPULATION SUMMARY/CENSUS

3.1 NON-MEDICARE RETIREES

Plan	Retirees	Non-Medicare Dependents	Total
UHC	<u>664</u> 174	<u>829</u> 739	<u>1,493</u> 910
Kaiser	<u>2,555</u> 2,597	<u>1,840</u> 1,735	<u>4,395</u> 4,332
Blue Shield	<u>2,513</u> 2,576	<u>1,354</u> 1,413	<u>3,867</u> 3,989
Health Net	<u>68</u> 52	<u>22</u> 21	<u>90</u> 73
Total	<u>5,800</u> 5,396	<u>4,045</u> 3,908	<u>9,845</u> 9,304

3.2 MEDICARE RETIREES

Plan	Retirees	Dependents	Total
UHC A&B	<u>14,031</u> 13,990	<u>3,784</u> 3,745	<u>17,815</u> 17,735
UHC B only	<u>130</u> 154	<u>9</u> 35	<u>139</u> 186
Kaiser A&B	<u>11,418</u> 11,466	<u>2,890</u> 2,904	<u>14,406</u> 1,4367
Kaiser B only	<u>89</u> 87	<u>9</u> 24	<u>14,308</u> 408
Total	<u>25,668</u> 25,694	<u>6,692</u> 6,702	<u>32,360</u> 32,396
By Disabled Status	Retirees	Dependents	Total
NOT LTD / Disabled	25,198	6,702	31,900
LTD / Disabled	496	Unknown	496
Total	25,694	6,702	32,396

4. RFP SCHEDULE

Description	Date and Time
RFP Background and Instructions Issued (https://sfhss.org/RFPs and via email)	December 12, 2023
Pre-Proposal Conference (virtual meeting via Microsoft Teams)	Friday, December 15, 2023, 12:00 PM (Pacific)
Access to Bidding Portal (Questionnaires, Census and SFHSS Experience Data) will be on a rolling basis.	Requests received by 12:00 PM (Pacific) on Wednesday will have access by 5:00 PM (Pacific) Friday.
Initial Questions Due to SFHSS (via email)	Tuesday, January 9, 2024, 12:00 PM (Pacific)
Responses to Initial Questions (posted to https://sfhss.org/RFPs)	Thursday, January 18, 2024, 12:00 PM (Pacific)
Deadline for non-Financial Questions	Friday, January 19, 2024, 12:00 PM (Pacific)
Responses by SFHSS to non-Financial Questions submitted by or before the Deadline for non-Financial Questions (posted to https://sfhss.org/RFPs)	Friday, January 26, 2024, 5:00 PM (Pacific)
Deadline for Non-Financial Proposals; Deadline for Agreement and BAA (review)	Friday, February 9, 2024, 12:00 PM (Pacific)
Request for Clarifications Period (Section 7.3), non-Financial Proposals (Section 6.2.2.)	Monday, February 12, 2024, through Friday, March 1, 2024
Request for Clarifications Period (Section 7.3), Agreement and BAA	Monday, February 12, 2024, through Friday, May 13, 2024.

Description	Date and Time
Ongoing Financial Questions and Answers	Beginning Tuesday, January 30, 2024, Financial Questions submitted by 12:00 PM (Pacific) on a Tuesday will be answered by end-of-day the following Friday (5:00 PM Pacific).
Deadline for Financial Questions	Friday, March 15, 2023, 12:00 PM (Pacific)
Oral Interviews (<i>if conducted</i>), (Section 9)	March 18, 2024 – March 22, 2024
Responses by SFHSS to Financial Questions submitted by or before the Deadline for Financial Questions (posted to https://sfhss.org/RFPs)	By or before Friday, March 22, 2023, 5:00 PM (Pacific)
Deadline for Financial Proposals	Tuesday, April 9, 2024, 12:00 PM (Pacific)
Request for Clarifications Period (Section 7.3), Financial Proposals (Section 6.2.3.)	Tuesday, April 9, 2024, through Monday, May 13, 2024
Presentation of the Results of the RFP to the Health Service Board (<i>estimated</i>)	Thursday, May 23, 2024
Health Service Board Determination	Thursday, May 23, 2024 (<i>estimated</i>) / Thursday, June 13, 2024 (<i>if required</i>)
Notification of Selected Respondent/Bidder	By or before Thursday, June 13, 2024 (<i>estimated</i>)
Deadline to become an Approved City Supplier Status (Section 11)	Wednesday, June 12, 2024, 12:00 PM (Pacific)

5. IMPLEMENTATION SCHEDULE (SUMMARY)

Respondents are responsible for an implementation plan and schedule as part of the Proposal (Questionnaire). Section 5 is provided to highlight key SFHSS deadlines post-award.

Description	Date and Time
Implementation Period Start Date (in accordance with required implementation plan from selected Respondent)	Thursday, June 13, 2024

<u>Plan Materials (Parts A & B, and Part B-only):</u> <ul style="list-style-type: none"> ▪ Evidence of Coverage (EOC) ▪ Summary of Benefits (SOB) ▪ Prescription Drug Certificates ▪ Drug Lists <u>Plan Materials (for each commercial/non-Medicare plan):</u> <ul style="list-style-type: none"> ▪ Evidence of Coverage (EOC) ▪ Disclosure Form ▪ Summary of Benefits and Coverage (SBC) ▪ Summary of Benefits 	<p>Thursday, August 1, 2024</p>
Open Enrollment	October 2024
Coverage Begins	January 1, 2025

6. GENERAL INSTRUCTIONS

6.1 PRE-PROPOSAL

6.1.1 MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Respondents must execute a Mutual Confidentiality and Non-Disclosure Agreement (or “MCA”) to gain access to the Questionnaires, Census and SFHSS Experience¹ data, available at <https://sfhss.org/RFPs> under the heading for this RFP.

Each MCA designates one (1) Authorized Representative to speak on behalf of the Respondent for all matters relating to the RFP. SFHSS will not recognize any other persons as representing Respondent during the RFP unless written directions, from an authorized legal representative for Respondent, is received twenty-four (24) hours in advance via email to michael.visconti@sfgov.org, cc: anne.thompson2@aon.com.

Upon review of the MCA by counsel, Respondent must provide the Authorized Representative’s full name, title, and e-mail to michael.visconti@sfgov.org, cc: anne.thompson2@aon.com.

The MCA will then be executed through DocuSign (issued by SFHSS). If Respondent’s counsel or another authorized representative is required, a Respondent should include that individuals information via email to michael.visconti@sfgov.org, cc: anne.thompson2@aon.com in their request to execute the MCA.

¹ Experience Data includes claims and experience data for medical and prescription drugs for the current SFHSS UnitedHealthcare PPO population. This data will also include risk score information.

6.1.2 NON-COLLUSION STATEMENT

By responding to this RFP, Respondent implicitly states that the proposal is not made in connection with any competing Contractor submitting a separate response to this RFP or forgoing the submission of a response to this RFP and is in all respects fair and without collusion or fraud. It is further implied that the

Contractor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the Department participated directly or indirectly in the Contractor's proposal preparation.

6.1.3 ACCESS TO CLAIMS AND EXPERIENCE DATA

Once Respondents execute an MCA, Respondent's Authorized Representative will receive an email with instructions on logging into a secure site containing the Questionnaires, Census and SFHSS Experience data¹, and City Agreement and BAA.

Bidders may request access for up to two (2) team members to access the site. All RFP communications related to accessing the secure site must copy (cc:) Michael Visconti (michael.visconti@sfgov.org).

¹ Experience Data includes claims and experience data for medical and prescription drugs for the current SFHSS UnitedHealthcare PPO population. This data will also include risk score information.

6.2 PROPOSAL COMPONENTS

By submitting a Proposal, a Respondent, if selected by SFHSS as a result of this RFP, shall be held to all statements therein as well as any statements made during a Respondent's Oral Interview. Selected Respondent Proposal may be made a part of any agreement resulting from this RFP.

6.2.1 CRITERIA

The following are high-level evaluation criteria and the weighting that will be used to evaluate and rank all Respondents pursuant to the non-Financial Questionnaires.

Criteria (Weighting)	Points
Non-Financial	60
Oral Interview	20
Financial	80
Total	160

6.2.2 NON-FINANCIAL COMPONENTS

- MAPD Non-Financial Questionnaire
- Commercial Non-Financial Questionnaire
- Response to Section 12.3 (Custom (P-600) Medicare/Commercial Agreement and Business Associate Agreement)

6.2.3 FINANCIAL COMPONENTS

- MAPD Financial Questionnaire
- Commercial Financial Questionnaire

6.2.4 OUT OF SCOPE BENEFITS AND SERVICES

For the purposes of this RFP, the following plans and benefit offerings are outside of the scope of this RFP:

- HMO and PPO Plans
 - Active employees and non-Medicare-eligible retirees ("Early Retirees"), unless part of a split-family (see Section 3, above)
 - KPSA HMO retirees
- Vision Benefits
 - Vision Service Plan (VSP)
- Dental Benefits
 - Delta Dental PPO
 - Delta Care PMI DMO
 - UHC Dental DMO
- Flexible Spending Accounts (FSAs)
 - P&A Group
- Long Term Disability
 - The Hartford
- Term Life and Accident Insurance
 - The Hartford
- Workers Compensation
 - Administered by the San Francisco Human Resources Department (HRD)
- COBRA
 - P&A Group
- AB528 Continuation Coverage Administration
 - P&A Group
- Voluntary Benefits Administration
 - Workterra (formerly EBS)
- Print, mail and open enrollment communications services and support
 - K&H Printers–Lithographers, Inc.

6.2.5 LIMITATION 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.

- Respondent (through their Authorized Representative) will serve as the primary point of contact for this RFP.
- 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.

6.2.6 LIMITATION TO RELEVANT INFORMATION

Each proposal shall contain only relevant information that is specific to this RFP. While SFHSS has 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 in particular, the Questionnaires. Respondents accept that superfluous information, including, but not limited to, sales or marketing information, may be disregarded.

6.3 MINIMUM QUALIFICATIONS TO BID AND BASELINE EXPECTATIONS

6.3.1 MINIMUM QUALIFICATIONS TO BID

SFHSS is interested in contracting with experienced and qualified bidders to serve our retiree population. In order to qualify for this RFP, bidders must attest they meet the following qualifications.

- Have at least one group Medicare Advantage Prescription Drug (MAPD) client with over 10,000 enrolled members.
- Have over 100,000 members enrolled in Employer Group Waiver Plan (EGWP) or individual market MAPD products.
- Have at least five (5) years of experience offering MAPD products.
- Can support “Part B only” Medicare Advantage plans
- Can offer corresponding commercial plans to support “split-families” either through bidder’s own network or through partnering with another organization to deliver the commercial benefit. In either situation, the Medicare bidder is required to support receipt of one (1) eligibility file.

6.3.2 CONFIRMATION OF MINIMUM QUALIFICATIONS TO BID

Respondents must meet all Minimum Qualifications to Bid (Section 6.3.1) at the time their non-Financial Proposal is submitted to SFHSS.

If Respondent's proposal and Questionnaire responses are insufficient to establish the Minimum Qualifications to Bid, SFHSS, in its sole discretion, may contact Respondent and request documents demonstrating how Respondent meets one or more Minimum Qualification to Bid, including any regulatory eligibility requirements necessary to participate in the RFP.

Pursuant to Section 8.2.1 (Deadline for Non-Financial Proposals), if it is determined that Respondent does not meet the Minimum Qualifications to Bid, Respondent’s Proposal will be deemed non-responsive and there will be no further review, either by SFHSS, Aon, or the Evaluation Panel. However, SFHSS reserves the right, in its sole discretion, to waive minor administrative irregularities. See also 12.21.1 (Non-Responsive Determination of Failure to Meet Minimum Qualifications).

6.3.3 BASELINE EXPECTATIONS

- Alignment with the SFHSS Strategic Plan (Section 1.6).
- Adherence in both spirit and letter of the Transparency Rules and Laws.¹
- Commitment to health care delivery system transformation and optimization.
- Progress towards a more integrated care system that improves access, quality and affordability.
- Member centric approach that minimizes disruptions and is certain that the benefits outweigh the ill effects of the disruption.
- Enhance care delivery to address health inequities.
- Significantly reduce the cost of pharmaceutical therapeutics.

- Frequent (as close to real time as possible) insight into SFHSS member cost drivers, plan utilization, and health risk reporting.

¹<https://www.cms.gov/priorities/key-initiatives/hospital-price-transparency> (hospitals); <https://www.cms.gov/priorities/key-initiatives/healthplan-price-transparency> (health plans).

7. PRE-PROPOSAL CALL, RFP QUESTIONS AND CLARIFICATIONS

7.1 PRE-PROPOSAL CONFERENCE CALL

SFHSS will hold a video conference call to receive general questions and, where appropriate, provide clarifications on RFP requirements, dates, and processes for prospective Respondents.

The pre-proposal conference will be conducted via Microsoft Teams and recorded by SFHSS.

Verbal comments made by SFHSS or the SFHSS actuarial team at the pre-proposal conference are not binding. All questions must be subsequently submitted in writing via email pursuant to Section 7.2 (RFP Questions, Deadlines and Answers).

If a Respondent is interested in attending the Pre-Proposal Conference Call, please email michael.visconti@sfgov.org (cc: anne.thompson2@aon.com) with each of the names (First Name, Last Name), emails and titles of all who will be planning to attend by or before 8:00 AM (Pacific Time) on the day of the call.

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

- **Date: Friday, December 15, 2023**
- **Time: 12:00 PM (Pacific)**
- **Location: Microsoft Teams conference invitation to be sent via Outlook calendar (.ics).**

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

7.2 RFP QUESTIONS, DEADLINES AND ANSWERS

7.2.1 RESPONDENT QUESTIONS

To ensure fair and equal access to information about this RFP, all questions regarding this RFP must be issued **in writing via email** to michael.visconti@sfgov.org, cc: anne.thompson2@aon.com.

Exceptions will be made as authorized by SFHSS in writing via email (from michael.visconti@sfgov.org) for the following:

- Technical questions about, and troubleshooting access to, the secure site containing the Questionnaires, Census and SFHSS Experience data following execution of the Mutual Confidentiality and Non-Disclosure Agreement (MCA).
- Technical support for the submission of documents related to the RFP including becoming an Approved City Supplier.
- Technical support for access to a Respondent's Oral Interview (if conducted).
- Review and requests to clarify proposed change to the Agreement or BAA (Section 7.3, Section 7.4).

Any unauthorized communication may be cause for disqualification (see Section 13.13 “Unauthorized Communications”).

Answers to all RFP questions and any modifications to the terms of the RFP will be issued as an addendum to the RFP and posted on the SFHSS website at <https://sfhss.org/RFPs>.

At its discretion, SFHSS may contact an inquiring Respondent to seek clarifications regarding any inquiry received.

7.2.2 DEADLINE FOR NON-FINANCIAL QUESTIONS

All non-financial questions related to the non-Financial Proposals must be received by **12:00 PM (Pacific), January 19, 2024 (the “Deadline for Non-Financial Questions”)**.

Exceptions will be made as authorized by SFHSS in writing via email (from michael.visconti@sfgov.org) for the following:

- Technical questions about, and troubleshooting access to, the secure site containing the Questionnaires, Census and SFHSS Experience data following execution of the Mutual Confidentiality and Non-Disclosure Agreement (MCA).
- Technical support for the submission of documents related to the RFP including becoming an Approved City Supplier.
- Technical support for access to a Respondent’s Oral Interview (if conducted).
- Review and requests to clarify proposed change to the Agreement or BAA (Section 7.3, Section 7.4).

Respondents shall provide specific information to enable SFHSS to identify and timely respond to their questions.

Emails should reference this RFP in the subject line of the email **“SFHSS_MAPD_RFP”**.

At its discretion, SFHSS may contact an inquiring Respondent via email to seek clarifications regarding any inquiry received.

7.2.3 DEADLINE FOR FINANCIAL QUESTIONS

All financial questions related to the Financial Proposal must be received before **12:00 PM (Pacific) on March 15, 2024 (the “Deadline for Financial Questions”)**.

Exceptions will be made as authorized by SFHSS in writing via email (from michael.visconti@sfgov.org) for the following:

- Technical questions about, and troubleshooting access to, the secure site containing the Questionnaires, Census and SFHSS Experience data following execution of the Mutual Confidentiality and Non-Disclosure Agreement (MCA).
- Technical support for the submission of documents related to the RFP including becoming an Approved City Supplier.
- Technical support for access to a Respondent’s Oral Interview (if conducted).
- Review and requests to clarify proposed change to the Agreement or BAA (Section 7.3, Section 7.4).

Respondents shall provide specific information to enable SFHSS to identify and timely respond to their questions.

Emails should reference this RFP in the subject line of the email **“SFHSS_MAPD_RFP”**.

At its discretion, SFHSS may contact an inquiring Respondent via email to seek clarifications regarding any inquiry received.

7.3 REQUESTS FOR CLARIFICATIONS

At its discretion, SFHSS may contact a Respondent to seek clarifications regarding their non-Financial and/or Financial questionnaires, or their response to the City (P-600) Medicare/Commercial Agreement (Agreement) and/or Business Associate Agreement (BAA).

7.3.1 REQUEST FOR CLARIFICATIONS PERIOD FOR NON-FINANCIAL PROPOSALS

Monday, February 12, 2024, through Friday, March 1, 2024.

7.3.2 REQUEST FOR CLARIFICATIONS PERIOD FOR AGREEMENT/BAA

Monday, February 12, 2024, through Friday, May 13, 2024.

7.3.3 REQUEST FOR CLARIFICATIONS PERIOD FOR FINANCIAL PROPOSALS

Tuesday, April 9, 2024, through Monday, May 13, 2024.

7.4 REVIEW OF CITY (P-600) MEDICARE/COMMERCIAL AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT

The City (P-600) Medicare/Commercial Agreement (Agreement) and accompanying Business Associate Agreement (BAA)¹ will be made available to Respondents following the execution of a Mutual Confidentiality and Non-Disclosure Agreement. Respondent's Proposal will serve as the basis for negotiations with the selected Respondent.

- Respondent must be prepared to agree to all City-required terms and conditions of the Agreement and BAA.
- Tailoring contract language to reflect accurate obligations may happen over the course of negotiations.

¹The services to be performed by a Selected Respondent may involve the use of information that is protected by HIPAA (Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (1996)). Each Respondent must agree, as a component of the Agreement, to abide by the Business Associate Agreement (BAA) (available at <https://sfhss.org/RFPs>).

Respondent must include a copy of the Agreement and BAA with its Non-Financial Proposal (due February 9, 2024) which clearly lists any and all proposed changes if Respondent 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 the Agreement or BAA and to clarify and allow Respondent to supplement their response.

Proposals that are contingent upon SFHSS and the City making substantial and material changes to the terms of the RFP may be disqualified or rejected by SFHSS.

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 as a result of the RFP.

SFHSS reserves the right to add or delete language from the Agreement and/or the BAA when preparing the final form of the agreement with the selected Respondent.

8. SUBMISSION OF PROPOSAL COMPONENTS

8.1 SUBMISSION FORMAT

Proposals must be transmitted **via email** to michael.visconti@sfgov.org, cc: anne.thompson2@aon.com. Proposals submitted by other means, including U.S. Postal Service or common carrier, by personal messenger, or to any other email addresses than those specified here **will not be accepted**.

Respondents must submit the Proposal Components in the following format:

Proposal Component or Pre-Proposal Requirement	Format
Questions/Requests for Clarifications	Word (.docx) or Adobe PDF
Non-Financial/Financial Questionnaires	Excel (.xlsx)
Agreement and BAA	Word (.docx) or Adobe PDF

SFHSS ***strongly recommends*** emailing responses to Questionnaires, the Agreement and the BAA at least one (1) hour prior to deadlines and sending a second email requesting confirmation of receipt without any attachments.

Electronic submissions which exceed 20MB per email will be rejected by City email servers, and therefore will not be deemed received by the City.

If your submission is close to or may exceed 20MB per email, please email michael.visconti@sfgov.org, cc: anne.thompson2@aon.com notifying SFHSS that your submission will be transmitted in more than one emails.

If sending multiple emails, all emails and attachments must be received prior to the Deadline for non-Financial Proposals or Deadline for Financial Proposals.

8.2 SUBMISSION DEADLINES

Proposals must be transmitted via email to michael.visconti@sfgov.org, cc: anne.thompson2@aon.com. Proposals submitted by other means, including U.S. Postal Service or common carrier, by personal messenger, or to any other email addresses than those specified here **will not be accepted**.

Late submissions will be deemed non-responsive.

8.2.1 DEADLINE FOR NON-FINANCIAL PROPOSALS

Each Respondent must transmit its Non-Financial Proposal to SFHSS via email (michael.visconti@sfgov.org, cc: anne.thompson2@aon.com) by or before **12:00 PM (Pacific) on February 9, 2024 (the “Deadline for Non-Financial Proposals”)**.

8.2.2 DEADLINE FOR FINANCIAL PROPOSALS

Each Respondent must transmit its Financial Proposal to SFHSS via email (michael.visconti@sfgov.org, cc: anne.thompson2@aon.com) by or before **12:00 PM (Pacific) on April 9, 2024 (the “Deadline for Financial Proposals”)**.

9. ORAL INTERVIEWS

At SFHSS’s sole discretion, following the review and evaluation of the non-Financial Proposals, SFHSS will invite Respondents to an oral interview before the Evaluation Panel (Oral Interviews). The Oral Interviews will be conducted via a Microsoft Teams video conference (remotely).

At its sole discretion, SFHSS may provide the exact oral interview questions and/or the subject-areas for the oral interview Questions to Respondents in advance of the Oral Interviews.

All Respondents will be asked the same questions during the oral interview and provided the same amount of time to respond to each question. Time limits will be strictly enforced by SFHSS.

All Respondents will be permitted a five (5) minute introduction and five (5) minute closing statement.

SFHSS will specify the requested personnel/roles and responsibilities from Respondents' teams that will be allowed to participate in the Oral Interviews.

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

If conducted, Oral Interviews will be held the week of March 18, 2024 – March 22, 2024 between 9:00 AM and 2:00 PM (Pacific).

10. EVALUATION PANEL

If Respondent completes all Pre-Proposal Requirements and meets the Minimum Qualifications to Bid 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, Aon Service Corporation, and subject matter experts with specific administrative, claims operations, clinical, technical, management, and/or health plan financial backgrounds (SMEs) to answer or clarify any factual questions regarding SFHSS and the target RFP populations. However, only the Evaluation Panel will be allowed to determine how well each Proposal responds to the RFP. The identities of the Evaluation Panel, and participating members SFHSS, Aon, and any SMEs, will remain confidential throughout the RFP process, with the exception of Oral Interviews, whereby members of the Evaluation Panel and any observers to the RFP process, may be identified via telephone, Microsoft Teams or other video conference, or upon

conclusion of the RFP, whereby the names of the members of the Evaluation Panel will be available upon request.

11. DEADLINE TO BECOME AN APPROVED CITY SUPPLIER

Respondents are advised that the selected respondent to this RFP is required to become an Approved Supplier with the City and County of San Francisco by or before June 12, 2024 (<https://sfcitypartner.sfgov.org/pages/become-asupplier.aspx>). Approved City Supplier status requires compliance with San Francisco Administrative Code Chapter 12B (Equal Benefits Ordinance). Information on becoming compliant with Chapter 12B can be found at <https://sfgov.org/cmd/>.

SFHSS *strongly advises* that RFP respondents begin this process prior to submitting their non-financial proposal (see below) in response to this RFP as this process may take several weeks.

12. ADDITIONAL TERMS AND CONDITIONS AND RESERVATION OF RIGHTS BY CITY

12.1 DISPOSITION OF PROPOSALS, PUBLIC DISCLOSURE

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.

12.2 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) 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.

12.3 APPROVAL BY THE HEALTH SERVICE BOARD

Be advised, for any Respondent recommended by SFHSS and presented to the San Francisco Health Service Board (Board) for approval, pursuant to the Board's Governance Manual, such recommendation will appear on a publicly posted agenda for a public meeting of the Board, and any response or approval will be in the public record. That presentation to the Board will be held on or about Thursday, May 23, 2024 with a subsequent meeting on Thursday, June 13, 2024, if required.

12.4 APPROVAL OF RATES BY THE BOARD OF SUPERVISORS

Be advised, following approval by the Health Service Board , rates and a summary of the selected plan and benefits will appear on a publicly posted agenda for a public meeting of the San Francisco Board of Supervisors, and any response or approval will be in the public record.

12.5 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.

12.6 REQUEST FOR CLARIFICATIONS

SFHSS may require a Respondent to provide written clarifications regarding its non-financial and/or financial questionnaires (see Section 7.3). However, SFHSS reserves the right to make an award without further clarifications or questions.

12.7 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.

12.8 CANCELLATION

Should Respondent wish to cancel, revise, or rescind its Proposal, a written letter, signed by the Authorized Representative, so stating, must be received by SFHSS via email (michael.visconti@sfgov.org, cc: anne.thomson2@aon.com) before the Deadline for Non-Financial Proposals (Section 8.2.1).

Should respondent wish to revise a Proposal, a fully revised Proposal (including both non-financial or both financial questionnaires) must be received before the applicable deadline (Section 8.2.1, "Deadline for Non-Financial Proposals", or Section 8.2.2, "Deadline for Financial Proposals").

In no event will a statement of intent to submit a revised Proposal (including both non-financial or both financial questionnaires), or commencement of a revision process, extend an applicable deadline (Section 8.2.1, "Deadline for Non-Financial Proposals", or Section 8.2.2, "Deadline for Financial Proposals").

12.9 VALIDITY OF RESPONSE

Each Proposal must remain valid through approval and acceptance by the San Francisco Health Service Board and the Board of Supervisors and execution of a final written agreement (by or before December 31, 2024). This includes services, rates and pricing, as well as the proposed staffing assignments.

12.10 EXPENSES

There is no expressed or implied obligation for SFHSS to reimburse any Respondent for expenses incurred in responding to the RFP or meeting the requirements to bid. SFHSS reserves the right to retain all submitted questions and responses to the RFP and to use any information or ideas contained therein.

12.11 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, cc: anne.thompson2@aon.com. See Section 7.2 (RFP Questions, Deadlines and Answers); see *also* Section 8 (Submission of Proposal Components).

12.12 UNAUTHORIZED COMMUNICATIONS

Respondents are precluded from contacting any other SFHSS staff, the Health Service Board, members of the Evaluation Panel, or any partners or consultants of SFHSS, including but not limited to SFHSS' actuary Aon Service Corporation, other Aon employees (excluding copy/cc: to anne.thompson2@aon.com) or other City employees, representatives, or officials, regarding the RFP or the scope of the benefits and services.

Respondents are expressly prohibited 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.

Failure to adhere to the prohibition on unapproved communications may result in disqualification from the RFP.

See Section 7.2 (RFP Questions, Deadlines and Answers); see *also* Section 8 (Submission of Proposal Components).

12.13 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, the Questionnaires, and which demonstrate an understanding of the RFP, SFHSS and the subject Medicare population. 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 to bid;
- 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.

12.14 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 the lowest price.

12.15 NO COMMISSIONS

No commissions will be paid, and none may to 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.

12.16 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 and the Board, 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.

12.17 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.

12.18 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.

12.19 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 Non-Financial Proposals (Section 8.2.1), 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: Monday, January 29, 2024, 11:59 PM (Pacific)

12.20 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.

- 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.

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.

12.21 EVALUATION, AWARD AND CONTRACT NEGOTIATIONS

This section describes the requirements and guidelines used for analyzing and evaluating Respondent non-financial and financial proposals.

12.21.1 PRE-PROPOSAL REQUIREMENTS

SFHSS will determine, in its sole discretion, whether a Respondent has met all Pre-Proposal Requirements as specified in the RFP. However, pre-proposal requirements are not part of the Criteria (Section 6.2.1) and will not be evaluated by the Evaluation Panel (Section 10).

- Mutual Confidentiality and Non-Disclosure Agreement (6.1.1.)
- Review and Confirmation of Minimum Qualifications to Bid (6.3.1., 6.3.2.)

12.21.2 REVIEW AND CONFIRMATION OF MINIMUM QUALIFICATIONS TO BID

SFHSS will determine, upon receipt of **Non-Financial Proposals**, in its sole discretion, whether a Respondent has met the Minimum Qualifications to Bid.

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, Aon, or the Evaluation Panel. However, SFHSS reserves the right, in its sole discretion, to waive minor administrative irregularities.

12.21.3 FINAL RANKING NOTIFICATION

SFHSS will announce its final ranking following review by the Evaluation Panel via email to each Respondent's Authorized Representative.

12.21.4 FINAL RANKING AND SCORING ANNOUNCEMENT

SFHSS will present the highest-ranked Respondent to the Health Service Board for discussion and approval on either Thursday, May 23, 2024 (*estimated*) or Thursday, June 13, 2024 (*if required*).

The Health Service Board may request a representative from the highest-ranked Respondent to attend the Board meeting, held at San Francisco City Hall, 1 Carlton B. Goodlett Place, San Francisco, California 94103, Fourth Floor, Room 416 or virtually if conducted via SFGov.tv via WebEx or other video conferencing platform.

12.21.5 CONTRACTS NEGOTIATIONS

Following approval by the Health Service Board and the Board of Supervisors, SFHSS will commence contract negotiations with the selected Respondent.

Approval to commence contract negotiation by the Health Service Board does not imply or guarantee acceptance by SFHSS of the terms of Respondent's Proposal, which will be subject to further negotiations and approvals before SFHSS may be legally bound.

If SFHSS is unable to negotiate a satisfactory contract with the approved Respondent within a reasonable time, or if the approved Respondent deviates materially from the terms of the RFP and questionnaire including all addenda, amendments and attachments thereto, SFHSS, in its sole discretion, may terminate negotiations with Respondent and request approval of the next highest ranked Respondent by the Health Service Board pursuant to the Health Service Board Governance Manual.

12.22 PROTESTS

12.22.1 NON-RESPONSIVE DETERMINATION OR FAILURE TO MEET MINIMUM QUALIFICATIONS TO BID

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.

12.22.2 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 laws, rules, local ordinances, procedures and/or RFP provisions on which the protest is based. In addition, the protesting Respondent must specify all facts and evidence that would support and/or justify the protest.

12.22.3 DELIVERY OF PROTESTS

Respondent is responsible for delivery to, and confirming receipt by, SFHSS for any protest by the deadlines specified in this RFP.

Protests must be sent from the designated Authorized Representative via email.

Protests must be delivered to:

Michael Visconti
Contracts Administration Manager
San Francisco Health Service System
michael.visconti@sfgov.org
cc: abbie.yant@sfgov.org, jennifer.donnellan@sfcityatty.org

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

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