

Request For Proposal (RFP) for Off-site Employee Benefits Call Center Services [RFPQHSS2025.01]

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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 off-site employee benefits call center services (Call Center Services) for the SFHSS Member Services Division (MBS) during our Open Enrollment Period (Open Enrollment during Calendar Year 2025 for Plan Year 2026 benefits will be October 1 through October 24, 2025). The primary goal of this RFP is to identify a Call Center Services vendor to ensure a seamless, transparent, and timely service experience for Members engaging with SFHSS through MBS, particularly during the Open Enrollment Period.

The selected Respondent to this RFP will:

- meet the demands of increased volume during the Open Enrollment Period and other high-volume call periods as needed,
- administer a positive and efficient customer service experience; and
- allow for flexibility among permanent MBS staff to assist with complex calls, cases and tasks during peak hours.

Options to Extend: as approved by the Civil Service Commission	Eighteen (18) months/through December 2020/January 2027	<u>Anticipated Budget</u> : \$502,000
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Key Dates:

- Training (as requested by SFHSS) starting August and/or September 2025
- Soft launch/testing starting no later than September 22, 2025 (8:00 AM)
- Call Center go-live for Open Enrollment Period October 1, 2025 at 8:00 AM

RFP Questions and Communications:

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

Unauthorized communications may result in disqualification and rejection of Proposal.

Questions must be emailed by the <u>Deadline for RFP Questions</u>. No questions will be accepted after this time with the exception of Approved City Supplier questions.

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

<u>Requirement to be an Approved Supplier</u>: 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: <u>https://sfcitypartner.sfgov.org/pages/index.aspx</u>.

<u>**Civil Service Commission</u>**: Approval of a contract resulting from this RFP and/or any extension beyond the initial proposed term of eighteen (18) months is contingent upon approval by the Civil Service Commission (<u>https://www.sf.gov/departments--civil-service-commission</u>).</u>

Schedule – Key Dates and Deadlines

- RFP Issued
- Deadline for RFP Questions
- RFP Question Responses Posted¹
- Deadline for Proposals
- Oral Interviews²
- Notice of Intent to Award (est.)
- Contract Start Date (est.)

Tuesday, 5/20/2025 Friday, 6/6/2025 (12:00 PM, PT) Friday 6/13/2025 Thursday, 6/26/2025 (12:00 PM, PT) 7/8/2025 – 7/10/2025 Week of 7/7/2025 August 1, 2025

¹ Questions will be answered and posted on a rolling basis to <u>https://sfhss.org/RFPs</u>. Respondents who have submitted questions or confirmed via email their intent to bid will be notified concurrently via email by SFHSS.

² Oral Interviews may be substituted with written requests for clarification.

1. Introduction

1.1 <u>The San Francisco Health Service System (SFHSS).</u>

The San Francisco Health Service System (SFHSS) executes all process phases related to employee benefit operations and administration of employee benefits for over 139,000 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").

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

1.1. *SFHSS Member Services Division (MBS).* The SFHSS Member Services Division (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 (see Section 1.2, below), City Departments, and health benefit plans and vendors. MBS is also responsible for a monthly reconciliation of enrollment data with both plans and participating employers (City, SFUSD, CCD, Courts), and processing enrollment changes (e.g., births, deaths, leaves, new hires and retirements). MBS answers direct calls from Members, responds to written correspondence from Members, and meets both in-person and virtually with Members during standard SFHSS office hours, Monday through Friday, 8:00AM to 5:00PM (Pacific Time), excluding City Holidays (*available at* https://www.sf.gov/information--city-and-county-san-francisco-holiday-schedule).

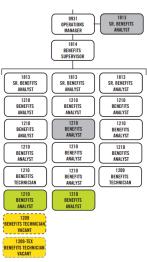
1.1.2 *Peak Call Volume.* MBS experiences the highest (peak) call volume (i) in June and July (when the majority of City employees retire from public service), (ii) in October (our annual health benefits Open Enrollment Period) and (iii) in November and December (when MBS processes health benefit changes from Open Enrollment, in addition to other day-to-day responsibilities). These are the three (3) peak call volume periods during which SFHSS experiences the greatest need for Call Center Services (*see* Section 1.2.3. "MBS Call Center Volume" for detailed historical call data).

1.1.3 *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.

1.1.4 *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 over 139,000 covered lives. Members include employees and retirees from the four participating employer groups (City, SFUSD, CCD, and Courts) as well as their dependents. Members have diverse 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-two (22) full-time staff positions as noted in this segment of our organizational chart. MBS provides front-line customer support to Members, including offering in-person support, 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. MBS 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 *SFHSS Call Center History.* During the Open Enrollment Period for Plan Year 2024 (October 2023), SFHSS partnered with a professional services third-party call center vendor VSA, Inc. (VSA) to support the SFHSS and MBS with the anticipated peak call volumes. VSA provided support for Level 1 Services and handled 6,571 member calls during the Plan Year 2024 Open Enrollment period. Subsequently, SFHSS extended the contract with VSA to provide support for the Plan Year 2025 Open Enrollment Period. The Contractor's customer service representatives (CSRs) were integrated into the SFHSS MBS Cisco Webex call center and VSA's team was able to support 3,296 member calls. This overall decrease in calls handled by VSA was due to SFHSS health plan changes for the 2025 plan year which resulted in a higher number of Level 2 Service calls (*see* Section 2.3.2, below) which are handled by SFHSS MBS directly.

1.2.3 *MBS Call Center Volume.* MBS staff answer thousands of calls annually from Members in addition to providing in-person support to Members throughout the year. MBS staff traditionally divide their time between (A) call center operations, (B) administrative and transactional work, (C) in-person consultations with Members at our offices in downtown San Francisco (drop-in and by appointment) and (D) virtual consultations with Members.

Due to steady increases in call volume and decreased staffing levels since 2021 (a) SFHSS prioritized call center operations over both (b) administrative and transactional work and (c) and (d) consultations and appointments.

1.2.4 MBS staff answer calls between 9:00 AM and 5:00 PM (PT) on weekdays excluding observed City Holidays, with a later start on Thursdays (*see* Section 2.5.5, below).

- Call volumes increase significantly during the annual Open Enrollment Period.
- In CY2024 operations staff received over 50,000 calls and provided over 4,800 Members with in-person support, however MBS experienced an abandonment rate of 8.14% with an average speed-of-answer of three (3) minutes, eight (8) seconds.

The following is a summary of MBS call data broken down by month between January 2019 and April 2025:

Tuble 1. Indouna Caus by month							
Month	2019	2020	2021	2022	2023	2024	2025
Jan	5,276	4,358	4,489	4,726	2,482	5,486	6,859
Feb	3,916	3,898	3,786	3,811	2,581	3,666	3,024
Mar	3,717	2,895	4,707	4,306	4,692	2,975	2,542
Apr	3,682	1,927	4,116	4,004	3,375	3,418	2,421
May	3,659	3,301	4,213	2,521	3,595	3,315	
Jun	3,345	4,681	4,549	3,485	4,260	3,473	
Jul	3,763	4,914	3,891	3,074	4,177	3,559	
Aug	3,619	4,229	4,044	3,375	3,843	3,452	
Sep	3,872	4,675	4,656	3,344	3,419	3,487	
Oct	10,904	9,562	9,448	8,351	7,740	8,508	
Nov	3,605	4,606	4,111	3,554	4,815	2,917	
Dec	5,292	5,972	5,725	3,080	2,822	5,797	
Total / Avg	54,650	55,018	57,735	47,631	35,620	50,053	14,846

Table 1: Inbound Calls by Month

Table 2: Average Speed of Answer (in seconds) by Month

Month	2019	2020	2021	2022	2023	2024	2025
Jan	15	17	51	47	622	293	873
Feb	19	14	18	69	452	161	297
Mar	16	17	18	78	460	61	310
Apr	20	N/A	20	40	545	95	384
May	12	8	24	N/A	425	115	
Jun	14	11	33	N/A	402	252	

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Month	2019	2020	2021	2022	2023	2024	2025
Jul	24	33	38	N/A	395	258	
Aug	22	42	24	N/A	232	156	
Sep	24	94	44	196	281	131	
Oct	28	85	130	572	182	210	
Nov	19	116	39	583	128	143	
Dec	27	117	75	3,427	144	376	
Total / Avg	20	50	43	627	356	188	466

Table 2: Average Speed of Answer (in seconds) by Month

Table 3: Abandon Rate by Month

Month	2019	2020	2021	2022	2023	2024	2025
Jan	0.90%	0.90%	1.90%	3.10%	25.00%	13.71%	28.95%
Feb	1.10%	0.60%	1.90%	4.30%	12.80%	9.14%	10.91%
Mar	0.80%	1.20%	0.80%	3.30%	13.90%	4.97%	12.51%
Apr	1.00%	N/A	0.90%	2.50%	16.15%	8.72%	18.01%
May	0.80%	0.80%	1.00%	N/A	16.15%	6.88%	
Jun	0.90%	0.40%	3.20%	N/A	16.86%	9.59%	
Jul	1.10%	1.50%	2.10%	N/A	16.64%	8.57%	
Aug	1.30%	1.60%	1.50%	N/A	12.50%	5.48%	
Sep	1.50%	3.40%	2.50%	10.00%	10.75%	7.74%	
Oct	1.40%	3.20%	8.20%	20.80%	12.20%	6.69%	
Nov	0.50%	5.30%	4.20%	23.90%	9.43%	4.73%	
Dec	1.40%	4.50%	3.00%	41.30%	9.91%	11.44%	
Total / Avg	1.00%	2.10%	2.60%	13.70%	13.80%	8.14%	17.60%

1.2.5 *MBS Call Categories.* Calls to the MBS call center generally fall into three overarching categories:

- a) Confirmation and information,
- b) General eligibility review and payment processing, and
- c) Case review with trouble shooting.

Calls in CY2024 spanned the following subject areas or topics:

Call Topic	% of Calls	Call Category
 Eligibility or Enrollment³ 	36.02%	Confirmation/ information
 Retirement or Medicare⁴ 	17.37%	Confirmation / information and general eligibility review
 Benefits⁵ 	15.44%	Confirmation / information and general eligibility review
 Payments/Refunds/Deduction⁶ 	9.85%	general eligibility review and payment processing
 Open Enrollment⁷ 	8.19%	Confirmation/ information and general eligibility review
 General Information⁸ 	2.72%	Confirmation/ information
 Demographic and Address Changes⁹ 	3.42%	Confirmation/ information

³*Enrollment Call Example.* A typical enrollment call may include a Member who is a newly hired 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.

⁷ 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.

⁸ *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).

⁹ 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 employee dashboard for address updates (SF My Hub portal). 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

⁴ *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 occurs 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.

⁵ *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.

⁶ *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 autopay to avoid late payments (late payments could result in termination of coverage).

Call Topic	% of Calls	Call Category
 Misc./Uncategorized¹⁰ 	7.0%	N/A

More information on MBS call center metrics is available at <u>https://sfhss.org/sites/default</u>/files/2025-04/April%2010%2C%202025%20SFHSS%202024%20Annual%20Report.pdf.

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 3.3. "RFP Questions and Requests for Clarification").

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.

¹⁰ 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.

2. Scope of Services

This scope of services shall serve as a summary of the work SFHSS expects to be performed by the selected Respondent as a result of this RFP. It is not a complete listing of all services that may be required. The selected Respondent 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.

2.1 <u>Overview of Services.</u>

2.1.1 *Inbound Calls.* Contractor will receive inbound calls solely from Members based on their progression and selection(s) through the City's interactive voice response (IVR) system and in accordance with the scope of work. In the event a caller is routed to the Contractor, Contractor will ensure that a live, fully trained, customer service representative (CSR) will serve as the initial contact for all calls.

2.1.2 *Outbound Calls.* Outbound calls made by Contractor will be strictly limited to Level 1 Service area topics (*see* RFP Sec. 2.3.1.) and may include calling back a Member for whom Level 1 Service area needs required additional research and/or internal consultation by Contractor. In any case where a Member requires assistance for topics which are not listed under Level 1 Services, the Contractor shall warm transfer the Member to the City.

2.2 Current MBS Call Operations and Backlog and Reallocation of Resources.

During high peak call times, MBS staff efforts focus on call center operations to minimize the impact to Members [Section 1.2.3 (A), above]. This change in operational focus has been at the expense of MBS administrative tasks, such as transaction processing workstreams and vendor reconciliation reports [Section 1.2.3 (B), above]. De-prioritization of Section 1.2.3. (B) administrative tasks result 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 twenty (20) minutes. These voicemails are then returned the following day by MBS staff. The following is a breakdown of MBS call center operations from January through April of 2025 following this reallocation of call center resources:

Metric	Jan	Feb	Mar	Apr
 Number of Calls Received 	6,859	3,024	2,542	2,421
 Number of Calls Handled 	2,103	2,528	2,193	1,983
 Number of Calls Abandoned 	1,986	330	318	436
 Percentage of Calls Abandoned 	28.95%	10.91%	12.51%	18.01%

Metric	Jan	Feb	Mar	Apr
 Voicemails Received 	1,180	163	138	263
 Number of Staff Assigned to the Phones 	6	6	6	6
 Average Number of Calls per Staff Member 	351	421	366	331
 Average Handle Time (in minutes) 	0:06:51	0:06:20	0:06:43	0:06:53

2.3 Call Center Support and SFHSS MBS Service Levels

As a result of this RFP, SFHSS expects to select an experienced call center services and support vendor capable of supporting SFHSS with Level 1 Services thereby directly 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 Respondent will coordinate with SFHSS on all necessary scripting, process and workflow documentation necessary for the training, supervision and direction of the selected Respondent's call center staff (Level 3 Services).

2.3.1 *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 as follows:

- a) <u>Call Answering</u>. The selected Respondent must guarantee that all inbound calls answered by Contractor from Members shall be taken by a live operator employed by Contractor.
- b) <u>Overview of Services and Responsibilities.</u> 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:
 - i. *Provide Eligibility Information.* Providing Members with general eligibility information based on the City Member Rules (<u>https://City.org/san-francisco-health-service-system-member-rules</u>);
 - ii. *Confirm Enrolled Benefits*. Confirmation of a Member's currently enrolled benefits (health, dental, vision) through City (virtually-accessed) People & Pay and case management software (Salesforce, PeopleSoft HCM) or by instructing the Member on how to access the SF My Hub portal.
 - iii. Support Documentation Completion and Submission. Supporting Members by providing resources and guidance on how documents can be submitted to City, including methods, timelines and deadlines for submission;

- iv. *Confirm Documentation Receipt and Completion.* Confirmation of document receipt and status of document review (submission of applicable verifications) using the City's (virtually-accessed) Enterprise Content Management (ECM) system;
- v. *Refer Members*. Referral, when appropriate, to other City departments and divisions for appropriate support;
- vi. *Warm Transfers*. Warm transfers to City or established benefit vendor, telephonically, to connect the Member to their (health, dental or vision) plan for additional information. Member and selected Contractor 's CSRs must remain on the call in order to transfer the call to the vendor; and
- vii. *Payment Education.* As applicable, educating Members on the different methods for submitting payments to City 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 electronic payments).
- c) <u>Secure and Remote Working Environment.</u> Respondents acknowledge Services, including Level 1 Services and implementation require interaction with City's sensitive and protected information. The selected Respondent must ensure that all Services are provided by their staff located solely within the continental United States. The selected Respondent will ensure the environment and/or location in which work is being performed is secure at all times. This is a mandatory requirement of the City and SFHSS.
 - i. *Policies and Procedures.* The selected Respondent will provide a copy of their policies and procedures for the City's review and approval, including policies related to telecommuting, data security, authorization of personnel, and others of a technical nature. The selected Respondent will commit to making all reasonable modification to policies and procedures.
 - ii. *Prohibition on the Use of Personal Equipment*. The selected Respondent and staff are prohibited from performing any work in this scope using personal equipment. The selected Respondent will ensure that any and all computer equipment utilized to provide services to City, including those to access City data, must be owned by the Contractor.
- d) <u>High-Speed Internet Connectivity</u>. The selected Respondent will ensure their staff will utilize high-speed broadband internet connectivity (at least 30Mbps each for download and upload) while providing services to City to ensure optimal call quality, the prevention of dropped calls, and the capability to quickly and consistently access and query data from City's systems.
- e) <u>Technical Requirements</u>. 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. CSR and Supervisor Connectivity / Application Software

- v. Technical Support
- vi. Security and Reporting
- vii. Integration of Customer Relationship Management (CRM) and Computer Telephone (CT) if elected by City
- viii. PeopleSoft access via Chrome internet browser
 - ix. Salesforce access via Chrome internet browser
 - x. Content management system, including the installation of a thin client
 - xi. Cisco Contact Center via Chrome internet browser in the event that dedicated access is required.

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

 a) 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 and the Case Management System (Salesforce, PeopleSoft HCM), the ECM system, as well as appeals, troubleshooting City systems and errors and case resolution.

2.3.3 *Level 3 Services (Off-Site Call Center Training).* Level 3 Services will include customer service training and supervision of off-site call center staff providing services for SFHSS as needed. Level 3 Services will focus on providing high-level services to public sector employees and retirees, de-escalation, active listening, and problem solving.

- a) <u>Training Format</u>. Trainings between City and the selected Respondent will be conducted remotely via Microsoft Teams (SFHSS may permit a comparable video conference platform upon request by the selected Respondent). As determined by SFHSS, trainings will be provided directly by SFHSS to the selected Respondent's staff, project managers, and/or supervisors (train-the-trainer).
- b) <u>Training Timeline</u>. SFHSS expects that all training will be completed prior to the start of Open Enrollment (October 1, 2025). The selected Respondent shall coordinate with SFHSS on training for off-site call center operations and will include scripts provided by SFHSS.
- c) <u>Training Topics</u>. The selected Respondent will ensure its assigned CSR staff (and any managers/supervisors) are fully trained on all relevant topics, including, but not limited to, City benefits, Health Insurance Portability and Accountability Act [HIPAA] of 1996, Pub. L. No. 104-191 compliance, data confidentiality and security, technology proficiency, script delivery, documentation, call escalation and transfers, verbal and written communication skills, conflict resolution, handling sensitive and/or urgent access to care situations, and quality expectations.
- d) <u>Call-Center Scripts.</u> Call-Center Scripts will accomplish 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.

2.4 <u>Project and Account Management.</u>

2.4.1 *Project Kick-off.* The selected Respondent will coordinate a project kickoff meeting and collaborative workshop between Contractor and City, including providing City a kick-off agenda for review and approval prior to the kick-off meeting date. The topics of the meeting shall include, but not be limited to, team introductions, technology requirements, mutual project communication methods, and initial discussions required to create the work plan. The format is a meeting between City and the selected Respondent and a review and discussion of a detailed project schedule.

2.4.2 *Work Plan.* The selected Respondent will deliver a work plan to City for review and approval including, but not limited to, a project scope and schedule, including defined roles and responsibilities, call and process flow, technical and technology requirements, milestones and Deliverables, project risks, and a work breakdown structure of Deliverables and other actions to be executed by the selected Respondent and City.

2.4.3 *Meetings.* At the City's sole discretion, the selected Respondent will meet with City 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 City. The selected Respondent will make a representative available for meetings.

2.4.4 *Technology Setup.* The selected Respondent will set up its technological infrastructure and any necessary integrations and remote access, as determined by City, ensuring its ability to securely access City systems in order to provide, but not be limited to, consultations to Members, Automatic Call Distribution (ACD), Messages on Hold, Call Results, any APIs, inclusion of scripting and City's Quality Assurance tool(s). The selected Respondent will collaborate with City on testing and provide results to City for review and approval.

2.5 <u>Staffing and Training.</u>

The selected Respondent will work closely with and be directly managed by City. Prior to implementing Level 1 Services, the selected Respondent will coordinate with City on all necessary scripting, process and workflow documentation necessary for the training, supervision and direction of the Contractor's call center staff (Level 3 Services).

2.5.1 *Project and Account Management.* At minimum, the selected Respondent will provide City with an Account Manager and/or Project Team to implement and maintain the

services described, including the development of a project timeline indicating when the selected Respondent's call center will be able to initiate receiving calls from City Members.

2.5.2 *Scheduled Meetings.* The selected Respondent will be expected to meet with SFHSS on a monthly basis at minimum.

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

At minimum, the selected Respondent shall provide City with:

- a) One (1) designated project or account manager who will provide full accountability and oversight of Contractor's team of CSRs under this agreement; and
- b) One (1) call center supervisor serving as the primary contact for Member escalations.

2.5.4 *Professional Conduct and Quality of Services.* The selected Respondent shall ensure that all services provided shall be rendered in a professional manner, in accordance with City's Equitable, Fair, and Respectful Workplace Policy (<u>https://sfdhr.org/sites/default/files/documents/Policies/Equitable-Fair-and-Respectful-Workplace-Policy.pdf</u>).

- a) The selected Respondent shall regularly audit incoming and outgoing calls for call quality. Upon request by City, the selected Respondent agrees to include designated SFHSS staff in the review and scoring of call quality.
- b) 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.

2.5.5 *Hours of Operation.* The selected Respondent shall provide as-needed Services during regular hours of operation below, unless otherwise notified by SFHSS:

- a) <u>Monday</u>: 9:00AM 12:00PM (PT); 1:00PM 5:00PM (PT)
- b) <u>Tuesday</u>: 9:00AM 12:00PM (PT); 1:00PM 5:00PM (PT)
- c) <u>Wednesday</u>: 9:00AM 12:00PM (PT); 1:00PM 5:00PM (PT)
- d) <u>Thursday</u>: <u>10:00AM</u> 12:00PM (PT); 1:00PM 5:00PM (PT)
- e) <u>Friday</u>: 9:00AM 12:00PM (PT); 1:00PM 5:00PM (PT)

2.6 Additional Requirements and Responsibilities.

2.6.1 *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. SFHSS's Cisco Webex System will be used for inbound and outbound calls to ensure call recording. The selected Respondent and SFHSS will include as part of the implementation process Contractor's CSRs integration into the SFHSS phone system.

In the instances when City systems, including but not limited to the SFHSS website (<u>https://sfhss.org/</u>), are being accessed 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 Contractor's CSRs and staff.

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

- a) Number of calls received
- b) Number of calls answered by a live operator
- c) Number of calls transferred to SFHSS
- d) Number of calls transferred to operator speaking a language other than English
- e) Date and time of calls
- f) Inquiry and/or consultation types
- g) Other data as requested by SFHSS
- h) Reports by month, quarter, and year

2.6.2 *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.

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

SFHSS' preferred format for PGs is as follows:

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

3. Response Requirements

3.1 <u>Minimum Qualifications.</u>

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 3.2.) will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract(s). SFHSS reserves the right to contact any Respondent to confirm or verify their minimum qualifications to bid (*see* Section 4.1, below).

3.1.1 Respondent has submitted a Proposal for delivering services and deliverables outlined in this RFP, including but not limited to Section 2 (Scope of Services).

3.1.2 Respondent is in good standing in California and/or within the State in which they are organized to do business (if not California).

- a) Respondent shall only provide services from locations within the United States.
- b) Respondent has at least three (3) years of experience providing similar services to public sector employers or large employers with more than 7,500 employees. If applicable, Respondent shall detail their experience with providing services related to health, other employee benefits, and human resources.
- c) Respondent is 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.

3.1.3 Respondent possesses the minimum insurance coverages set forth in Appendix C, Section 5.5. (Standard Agreement).

3.1.4 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: <u>https://sfgov.org/oca/Qualify-Do-Business</u>.

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 (<u>michael.visconti@sfgov.org</u>, cc: <u>patrick.chang@sfgov.org</u>) for detailed instructions on becoming an Approved City Supplier.

3.2 <u>Submission of Proposals</u>

3.2.1 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 <u>michael.visconti@sfgov.org</u>, cc: <u>patrick.chang@sfgov.org</u>, no later than Thursday, June 26, 2025 at 12:00 PM (PT) ("Deadline for Proposals").

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

3.2.3 <u>Late submissions will not be considered.</u> SFHSS <u>strongly</u> 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.

3.2.4 *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 notify Patrick Chang (<u>patrick.chang@sfgov.org</u>), cc: <u>michael.visconti@sfgov.org</u> at least one (1) working day before the Deadline for Proposals. Upon timely notification, SFHSS will provide alternative submission methods.

3.3 **<u>RFP Questions and Requests for Clarification</u>**

3.3.1 Respondents shall submit any questions regarding the RFP in writing by **Friday, June 6, 2025, at 12:00 PM (PT) (Deadline for RFP Questions).** Questions must be delivered by e-mail to <u>patrick.chang@sfgov.org</u>, cc: <u>michael.visconti@sfgov.org</u>.

3.3.2 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.

3.3.3 SFHSS will publish answers to all submitted questions by or before Friday, June 13, 2025 on the SFHSS procurement webpage: <u>https://sfhss.org/RFPs</u>.

3.3.4 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.

3.4 <u>Proposal Structure</u>

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:

3.4.1 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 primary contact for RFP purposes (a Respondent's "Authorized Representative").

3.4.2 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.

3.4.3 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:
 - i. A full and complete listing of all Joint Respondents, including addresses, telephone numbers, email addresses and fax numbers.
 - ii. Legal formation of each Joint Respondent.
 - iii. Primary responsibilities of each Joint Respondent if Respondent is awarded a contract as a result of the RFP.
 - iv. 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.

1) 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.

3.4.4 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.

3.4.5 Section 5: RFP Appendix A (Vendor Response Form) (word / page limit: not applicable)

Using the services described in Section 2 (Scope of Services) and this RFP as a guide, Respondent shall submit a completed Vendor Response Form confirming their responses.

3.4.6 Section 6: RFP Appendix B (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.
- c) Expected hours for training (as applicable).

3.4.7 Section 7: Approach / Strategy to Services (word / page limit: 2,500 words or five (5) pages)

Using the services described in Section 2 (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.

3.4.8 Section 8: 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. 3.1) including any regulatory eligibility requirements necessary to participate in the RFP.

3.4.9 Section 9: Standard City Agreement (RFP Appendix C) and Business Associates Agreement (RFP Appendix E) (word / page limit: not applicable)

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

- a) 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). Respondents 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.
- b) 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.
- c) 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.
- d) 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 Appendix E.
- e) 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).

3.4.10 Section 10: 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 cost and budget 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 <u>Proposal Deadline and Review of Minimum Qualifications</u>

SFHSS will determine, upon receipt of Proposals, in its sole discretion, whether Respondents have met the Minimum Qualifications (Sec. 3.1). 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 a Respondent meets all deadlines (Section 3) and meets the Minimum Qualifications (Sec. 3.1), 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 may serve on the Evaluation Panel responsible for evaluating Respondents and rating each Proposal. The identities of the Evaluation Panel, participating members 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 Microsoft Teams/WebEx or video conference, or upon conclusion of the RFP, whereby the names of the members of the Evaluation Panel may be made available.

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).

4.3.1 The Oral Interviews will be conducted virtually. If conducted by SFHSS, Oral Interviews will be held via Microsoft Teams and will be recorded by SFHSS.

Recordings will be subject to the San Francisco Sunshine Ordinance (San Francisco Administrative Code Sec. 67.249 (e), <u>https://www.sfgov.org/sunshine/</u>).

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.

4.3.2 If conducted, Oral Interviews will be scheduled between July 8, 2025 and July 10, 2025 between the hours of 8:00 AM and 5:00 PM (PT). Dates may be subject to change.

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

4.3.4 *Requests for Clarification.* In lieu of or in addition to Oral Interviews, SFHSS may issue written Request for Clarification and provide supplemental questions to qualified Respondent. 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.

4.4 **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 <u>https://sfhss.org/RFPs</u> 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 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 (*e.g.*, The California Public Records Act (CPRA) (California Government Code sections 7920.000 *et seq.*), such portion may be marked "CONFIDENTIAL". SFHSS may deny public disclosure of any portions so designated and will work with Respondent to preserve confidentiality of documents. This may include but is not limited to requiring a

Respondent to execute a limited indemnification and hold-harmless agreement with SFHSS, or requesting a Temporary Restraining Order (TRO or protective order) to enjoin the City/SFHSS from disclosing. 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 (or HSB), 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 <u>Contract Negotiation.</u>

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 *Approved City Vendor.* 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 <u>https://sfgov.org/oca/Qualify-Do-Business</u>).

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 Contractor s (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 (<u>patrick.chang@sfgov.org</u>, cc: <u>michael.visconti@sfgov.org</u>) 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 <u>michael.visconti@sfgov.org</u>, cc:<u>patrick.chang@sfgov.org</u>.

4.7.11 Unauthorized Communications. Respondents are precluded from contacting other SFHSS staff, the HSB, 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 is 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). 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 HSB, 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 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.

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 in 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: June 15, 2025 at 11:59 PM (PT)

4.7.19 Campaign Reform and Prohibition on Behested Payments

a) *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.

b) *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 <u>https://sfethics.org/compliance/behested-payments</u>; see also <u>https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_campaign/0-0-0-47602</u>.

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 <u>http://sfgov.org/cmd/</u>.

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

4.8 <u>Protest Procedures</u>

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 nonresponsiveness, 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 <u>michael.visconti@sfgov.org</u>

With copies sent to (cc:): rey.guillen@sfgov.org; gustin.guibert@sfcityatty.org; jennifer.donnellan@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 <u>all</u> the Minimum qualifications referenced in Article VII [Minimum Qualifications] of this Request for Proposals?
	Yes No
2.	If selected, confirm that all personnel providing services for SFHSS will be located within the continental United States (RFP Sec. 2.3.1).
	Yes No
3.	Company or Organization Contact, Tax, & Vendor Information Page
	a) Name:
	b) Address:
	c) Website:
	d) Federal Tax ID:
	e) City Supplier ID (if applicable):
4.	Primary Contacts for City Department of Technology and SFHSS Cybersecurity Assessment:
	a) Account Contact Name:
	b) Email:
	c) Telephone:
	d) Technical Contact Name:
	e) Email:
	f) Telephone:

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.

Include training as a separate line item (as applicable).

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.

Service	Description	Rate	Rate Type	Quote
А.		\$		\$
В.		\$		\$
С.		\$		\$
D.		\$		\$
E.		\$		\$
F.		\$		\$
G.		\$		\$
			Total	\$

See SFHSS Requests for Bids, Quotes, Proposals and Qualifications (<u>https://sfhss.org/RFPs</u>) under As-needed Off-site Employee Benefits Call Center Services [RFPQHSS2025.01].

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, and the sample metrics listed below are for reference only:

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

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

See SFHSS Requests for Bids, Quotes, Proposals and Qualifications (<u>https://sfhss.org/RFPs</u>) under As-needed Off-site Employee Benefits Call Center Services [RFPQHSS2025.01].