

RFP 30 - 2017

**Locked Licensed Facility, Skilled Nursing Facility (SNF) and Mental Health
Rehabilitation Center (MHRC)**

**DEPARTMENT OF PUBLIC HEALTH
Behavioral Health Services (BHS)**



Request for Proposals (RFP) 30 - 2017

**DEPARTMENT OF PUBLIC HEALTH
OFFICE OF CONTRACT MANAGEMENT AND COMPLIANCE
1380 HOWARD STREET, SUITE 420
SAN FRANCISCO, CA 94103**

**CONTACT
APRIL MONEGAS
CONTRACT ANALYST
(415) 255-3636**

Date issued: NOVEMBER 28, 2017
Email Question Begins: November 28, 2017
Email Question Ends: 12:00 p.m., December 14, 2017
Letters of Intent due: 12:00 p.m., December 22, 2017
Proposal due: 12:00 p.m., January 17, 2018

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The following appendices (A-1, A-2, A-3) are available in three separate folders in the zip file attachment available for download at: the Department of Public Health RFP/Q Center located at <http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts/default.asp>. Click on **RFP 30-2017** and follow the instructions.

A-1. THESE FORMS MUST BE COMPLETED IN ORDER FOR PROPOSALS TO BE CONSIDERED.

- [Appendix A1-a – RFP Form 1 Solicitation and Offer](#) and
RFP Form 2 Contractual Record Form and
CMD Attachment 2 this contains the required CMD forms (Form 3)
AGENCY COVER SHEET (us as the cover sheet, front page)
- [Appendix A1-b – Budget Forms & Instructions](#) (please use this form)
- [Appendix A1-c – Letter of Intent](#) (please use this form to submit your Letter of Intent)

A-2. Forms the qualified firm must submit within 5 working days after the notification of an award. If the qualified firm is a current vendor with the City you may not need to submit these forms.

- **MCO Dec.pdf** - Declaration for the Minimum Compensation Ordinance
- **HCAO Dec.pdf**- Declaration for the Health Care Accountability Ordinance
- **Vendor Profile.pdf** - Vendor Profile Application
- **Biztax.pdf** - Business Tax Application Form (P-25)
- **Fw9.pdf** - Federal W-9
- **Employer Projection of Entry Level Positions rev7-11.doc** - First Source Hiring Program
- **12b101.pdf**
How to do business with the City <http://sfgov.org/oca/qualify-do-business>

A-3. For Information Only

- **Standard Professional Services.pdf** – The City Standard Professional Services Agreement (P-600)
- **Insurance Requirements.pdf** - Department of Public Health Insurance Requirements
- **Insurance Sample.pdf** -Sample Insurance certificate and Endorsement
- **HIPAA for Business Associates Exhibit.pdf** - Standard DPH HIPAA Business Associates Exhibit
- **Quickref.pdf** Also visit: <http://sfgsa.org/index.aspx?page=6125>
Quick Reference Guide to Chapter 12B

I. INTROCUCTION, CONTRACT TERM, FUNDING AND SCHEDULE

A. General

The San Francisco Department of Public Health's (SFDPH) San Francisco Health Network (SFHN) is soliciting proposals from qualified vendors to provide **psychiatric care to adults and/or older adults, in a locked licensed facility, Skilled Nursing Facility (SNF) and/or Mental Health Rehabilitation Center (MHRC) within San Francisco Bay Area**. The facility will primarily admit San Francisco residents directly from acute psychiatric inpatient units. The SNF will provide care to individuals with psychiatric problems, medical problems and behavior problems. The SNF may also care for individuals with neurobehavioral diagnosis with a primary diagnosis of dementia. Individuals may be admitted with physical impairments requiring special needs that may include the use of a wheelchair, walker, or cane; they may also have vision and or hearing loss or speech impediments. The MHRC will provide care to individuals who have a psychiatric diagnosis with behaviors too severe to live independently or in an unlocked unstructured community program.

The overall program goal of the facility is to maximize each individual's functional capacity fostering self-care and return to the highest level of independent living possible in the community.

B. Contract Term and funding

Contracts awarded under this RFP shall have an initial term of one year from **July 1, 2018 to June 30, 2019**. At the end of the initial term, it is anticipated that the contract term will be extended by another 4 years, for a maximum term of five (5) years). Subsequent extensions to the contract terms may extend the contract for an additional five (5) years, subject to annual availability of funds and annual satisfactory contractor performance and the needs of the SFHN system. The City has the sole, absolute discretion to exercise these options.

The maximum term for the contracts awarded under this RFP may not exceed ten (10) years.

RFP/Q Authority	Contract Term	# Years	Term Begin	Term End
	Initial term	1 years	July 1, 2018	June 30, 2019
	Option 1	4 years	July 1, 2019	June 30, 2023
	Option 2	5.0 years	July 1, 2023	June 30, 2028
No more than 10 years	Total Contract Term	10.0 years	July 1, 2018	June 30, 2028

A projected estimated annual amount of **\$17,012,113** is available under this RFP. All amounts are subject to available funding. Fiscal Year 2018 -2019 projected funding is dependent available funds and SFDPH/SFHN reserves its sole right to award all or a portion of funds available.”

C. Schedule

The anticipated schedule for selecting a contractor is:

<u>Application Phase</u>	<u>Time</u>	<u>Date</u>
RFP issued by the City		November 28, 2017
Email Questions begin	12:00 Noon	November 28, 2017
Email Questions end	12:00 Noon	December 14, 2017
Non-Binding Letter of Intent due	12:00 Noon	December 22, 2017
Proposals Due	12:00 Noon	January 17, 2018

Estimated Dates

<i>Technical Review Panel</i>	<i>February 2018</i>
<i>Selection and Negotiations</i>	<i>February - March 2018</i>
<i>Contract Development & Processing</i>	<i>April – May 2018</i>
<i>Board Approval</i>	<i>June 2018</i>
<i>Service Start Date</i>	<i>July 1, 2018</i>

II. SCOPE OF WORK

San Francisco Residents admitted to the facility recognized as a SNF or MHRC will be 18 years and older and meet behavioral and medical criteria. Individuals admitted to the SNF must have medical problems and/or physical impairments requiring special needs that might include the use of wheelchairs, walker or cane; individuals may also have vision and/or hearing loss, or speech impairment. Individuals admitted to the MHRC must have a psychiatric diagnosis with behaviors too severe to live independently or in an unlocked unstructured community program.

The facility will primarily admit San Francisco residents directly from acute psychiatric inpatient units and jail.

The Director of SFHN Transitions Placement or his/her designee will authorize referrals to the facilities into contracted beds. All such referrals will have been approved for locked psychiatric SNF or MHRC level of care.

Each San Francisco resident admitted to the facility into a contract bed will be reviewed every thirty (30) days by the SFHN Transitions Utilization Review Clinician, who will monitor on-going treatment and progress toward treatment goals including discharge as soon as clinically appropriate.

If a San Francisco resident on voluntary status or a private conservatee is referred by Transitions Placement to the facility, an addendum to the admission agreement will be signed by private conservator or voluntary resident *in advance of admission* indicating that voluntary individual or private conservator will comply with SFHN Transitions Placement utilization management decisions regarding the individual's readiness to move to a lower level of care.

Admission Expectations

The SFHN Transitions Placement Director or his/her designee will be informed of the decision whether to admit or not admit within 72 hours of receipt of the referral packet.

The facility's physician "Initial Assessment and Treatment Plan" must consist of the following components and be signed by the attending psychiatrist/physician within five (5) business days of admission, and the facility shall send a copy of the "Treatment Plan" to the conservator and SFHN Transitions Placement Team nurse within fourteen (14) calendar days:

1. A DSM-V psychiatric diagnosis, primary.
2. Signs and symptoms of psychiatric impairment and/or any pre-existing medical conditions.
3. Long and short-term goals that are based on individual resident capabilities and that are realistically attainable by resident.
4. Measurable objectives with specific time frames with special emphasis on medication regimen.

5. Special treatment and interventions and services with identification of the professional discipline responsible for each element of care.
6. Estimated duration of treatment and continuously updated progress notes reflecting justification for continued stay and identification of obstacles to community placement.
7. Prognosis.
8. Dated legible physician notes and signature.
9. Specification of drug regimen or no drug regimen.
10. Evidence of communication with resident's former physician upon admission and with resident's future physician upon discharge.

Admission and documentation will include the following:

1. A non-psychiatrist physician must perform a history and physical examination within forty-eight (48) hours of resident's admission.
2. Physician must provide reason for deferment of either the physical examination or any process within the examination. Attempts to complete a physical examination must be documented weekly. If, after fourteen days (14), these attempts are not successful, the resident's conservator must be contacted to arrange a court date so that the court can mandate the necessary care.
3. The facility shall obtain a copy of the conservator's investigation report and this report shall be present in the legal section of the resident record.
4. The following demographic data will be collected for the purpose of conducting treatment and outcome evaluations: sex, age, race, marital status, legal status, psychiatric diagnosis, and primary language. In addition, the facility will record information about the resident's previous placement, prior hospitalizations, and reason for current hospitalization.

Ongoing Expectations

Facility will provide:

1. Annual physical examination
2. Annual update regarding medication consents (with witness signatures).
3. Documentation in resident's record the facility's follow-up care regarding dental and eye care in addition to any necessary medical care.
4. Transportation and escort for clinic visits when necessary.
5. Adherence to all protocols regarding conserved residents, including issues of resident refusal of medications or treatment services. In the case of conserved residents refusing laboratory tests, the facility may negotiate with San Francisco General Hospital for recommended tests to be done there provided there is a court order for the resident to receive such tests.
6. Assistance and cooperation in efforts to obtain resident entitlements. The facility will collect, document and report to the County the SSI, VA and other third party payments
7. No one to one patient services will be provided without PRIOR written authorization and continued need will be reviewed daily by telephone with the Transitions Placement Authorized Staff.
8. Participate fully in the County's Billing and Data Collection system.
9. Submit to San Francisco CBHS Billing Office, monthly invoices per the agreement with San Francisco Billing Office. Invoice attachments will include specific to each facility:
 - a. Resident's last name
 - b. First name
 - c. Units of service provided for that quarter.San Francisco CBHS will make payment adjustments quarterly for any resident not authorized for treatment.
10. Attending psychiatrists court testimony when required and following conditions must be met:

- a. Be fully prepared, i.e., review resident chart prior to proceedings
 - b. Appear on time and sit through the hearing process in order to provide expert testimony in resident's case
 - c. In case of inability to attend, sufficient notice must be given by the psychiatrist. If time does not permit mailing notice, then the notice must be faxed to the mental health court.
11. The facility will abide by all admission and discharge notification requirements for the keeping of comprehensive bed data for the web based program when applicable.

Progress notes shall reflect the following:

Psychiatrists: the attending psychiatrist must make a note at least every thirty-(30) days that addresses:

1. Resident's current level of functioning, addressing all 5 Axis
2. Description of resident's behaviors that present as an obstacle to discharge.
3. Behavioral assessment of current behavioral barriers effecting discharge potential
4. Documentation to support significant changes in functioning level, progress/regression.
5. Specific justification as to why resident needs to remain at current level of care.
6. Document current dose of medication(s).
7. Resident's response to medication(s).
8. Resident's compliance with medication(s).
9. Resident's use of PRN medication.
10. Notes shall reflect physician's use of laboratory results to determine adjustment to medication(s).
11. There shall be evidence of a monthly assessment and update regarding PRN psychotropic medication

Nursing Staff: Nursing staff must make a note at least every seven- (7) days that addresses:

1. Nursing management of the resident specific to problems identified in the resident's treatment plan.
2. Areas of the resident's ADL's requiring nursing intervention and frequency of that intervention.

Program Staff:

1. Resident's attendance and participation will be documented in resident's chart.
2. Resident will receive at least weekly individual sessions with group leader to discuss program goals and progress.

Discharge Expectations

Social work documentation shall begin at point of admission with updates based on evaluation of resident's functional capacity. Documentation shall be relevant to resident's treatment goals and plans. Barriers to discharge will be identified and interventions that will address and/or resolve those barriers will be documented.

SFHN Transitions Staff, working in the Placement Program and ICM (Intensive Case Management) staff will interface on a regular basis with the program social services staff regarding the discharge readiness of residents.

When requested to make a resident ready for discharge or transfer, the facility will prepare all paperwork for resident discharge and make all arrangements within five (5) working days of receipt of written or verbal request from conservator, SFNH Transitions Placement staff, or ICM staff.

The program will notify Director of SFHN Transitions Placement or his/her designee by fax or telephone on the day of discharge of any San Francisco resident.

The program will send medication and prescription information with resident upon discharge.

Need for Acute Hospitalization

In the event that the facility(s) staff determines that a San Francisco resident should return to the acute hospital sector, the following procedures will be observed:

1. Emergency returns during working hours, Monday-Friday: refer to Psychiatric Emergency Return of San Francisco Residents Placed in out-of-county L-facilities (Manual No 3.03.3).
2. Non-emergency returns: an authorization is necessary from the Director of SFHN Transitions Placement or his/her designee.
3. Off-hour emergency returns: The SFHN Transitions Placement Director must be notified on the next working day of any emergency returns made during non-business hours.
4. The bed of any patient referred to the acute hospital will be held for seven (7) days pending his/her return.
5. There is an understanding and agreement by contractor that any patient returned to PES or SFGH for acute treatment will be returned ASAP. When the patient no longer meets the medical necessity criteria for acute inpatient according to Title IX, the referring program will be expected to accept the patient back into their facility in a timely manner that does not require administrative days.

County Payment for Physician Services

The County will authorize payment of services rendered by physicians when itemized bills, which identify the resident(s) served, are submitted to the County. All bills for court testimony; administrative meeting and utilization review meetings must specify name of resident and duration of meeting in minutes.

The County reserves the right to interview and approve all physicians who are applying to assume responsibility for County residents, and the facility must provide notice to County in a timely manner regarding and physician resignations.

Service and Quality of Care

Facilities shall maintain a regularly scheduled Continuous Quality Improvement Committee and extend an invitation to the County to attend as needed to facilitate the exchange of information. Committee membership shall consist of the following staff: one attending psychiatrist or Medical Director, Director of Nurses, Director of Program, and Social Worker. Attendance shall be documented and submitted as part of regular reports to the County.

III. PROPOSAL SUBMISSION REQUIREMENTS

Failure to provide any of the following information or forms may result in a proposal being disqualified.

A. Minimum Qualifications

Applicants must meet the following minimum qualifications.

1. Demonstrated a minimum of three (3) years' experience in providing services in San Francisco Bay Area as discussed in Section II.

2. Demonstrated expertise and practical experience in working with the San Francisco public health care services system.
3. Good standing, licenses, Etc. The provider must be a valid existing legal entity, qualified to do business and in good standing in the State of California. In addition, the Provider must have all necessary licenses, permits, approvals and authorizations to perform the Work and conduct the Providers business.
4. Meet DPH's Cultural and Linguistic Competency Standards outlined on:
<http://www.sfdph.org/dph/comupg/aboutdph/insideDept/CLAS/CLASPolicies.asp>

Cultural Competency refers to being aware of cultural differences among diverse racial, ethnic, and other minority groups, respecting those differences, and taking steps to apply that knowledge to professional practice. The Program will need to put together a comprehensive Culturally Competency Plan. They will need to demonstrate strengths including on-going attempts to improve their care in a culturally and linguistically appropriate way. Conduct on-going trainings for staff, regularly conduct surveys with clients to better ascertain their needs and desires. Partner with the community to continue to improve their care and their understanding of the diverse population that is treated in their facility. Along with scheduled input from staff and clients regarding cultural competence the program will need to review any complaints or concerns on an ongoing basis that may limit the ability of the facility to provide culturally and linguistically competent services. If any barriers are discovered, the Program Director will develop a study within their CQI Program and collect data, analyze it and propose a solution to the problem. The program will work diligently to serve the clients in a culturally competent manor and to make changes when a problem is discovered.

5. Other City Contracting Requirements. The Provider must be willing and able to comply with the City and contracting requirements set forth in Section VII of this RFP.

The successful applicant must provide the following:

A summary of the qualifications of the organization, listing of the Board of Directors, in any, the name of a specific contact person with the appropriate administrative authority for contract negotiations, information on how the organization is becoming more culturally competent to meet the needs of clients, a statement regarding compliance with HIPPA, and an assurance that the financial statements of the organization have been audited in the past three years, all signed by the chief executive officer or the executive director of the organization.

(Minimum Qualifications shall comply with the Scope of Work Listed in Section II.)

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for project proposal review or for award of a contract.

B. Letter of Intent (LOI)

Prospective proposers are requested to submit a Letter of Intent (LOI) using the form located [Appendix A1-c](#) to the DPH Office of Contracts Management and Compliance by **12:00 Noon, on December 22, 2017** to indicate their interest in submitting an application under this RFP. Such a letter of intent is non-binding and will not prevent acceptance of an agency's proposal and neither commits an agency to submit a proposal. See [Appendix A1-c](#).

Letter of Intent can be emailed to sfdphcontractsoffice@sfdph.org or mailed at the address below.

C. Time and Place for Submission of Qualifications

Applications must be received by **12:00 p.m.**, on **January 17, 2018**. Postmarks will not be considered in judging the timeliness of submissions. Applications may be delivered in person and left with SFDPH Office of Contracts Management, or mailed to:

April Monegas
San Francisco Department of Public Health
Office of Contracts Management
1380 Howard St. Rm. 420
San Francisco, CA 94103
Email: sfdphcontractsoffice@sfdph.org

Proposers shall submit **one (1) original** and **six (6) copies** of the proposal, and one (1) copy, separately bound, of required CMD Forms in a sealed envelope clearly marked “**RFP 30-2017 – Skilled Nursing Facility (SNF) and Mental Health Rehabilitation Center (MHRC)**” to the above location. The original copy of the proposal must be clearly marked as “**ORIGINAL**” and emailed to the contracts office at sfdphcontractsoffice@sfdph.org. Applications that are submitted by facsimile, telephone or electronic mail (besides the original proposal) will not be accepted. Late submissions will not be considered.

D. Late Submissions

Submissions are due at Noon on the due date. Postmarks will not be considered in judging the timeliness of submissions. Submissions received after the noon deadline but before 12:01 P.M. the following day will be accepted due to extenuating circumstances at the sole discretion of the Director of Health. Organizations/agencies/firms/consultants that submit submissions within this grace period must provide a letter explaining the extenuating circumstances by 12:00 noon of the second day. Decisions of the Director of Health to accept or reject the submission during the grace period will not be appealable. Following the 24-hour grace period no late submissions will be accepted for any reason and there will be no appeal.

All submissions shall be firm offers and may not be withdrawn for a period of ninety (90) days following last day of acceptance.

E. Format

All submission must be typewritten on standard recycled paper with an easy to read 12-point font such as *Arial* or *Times New Roman* and one-inch margins and must be double spaced. Please print on double-sided pages to the maximum extent possible (note that one, double-sided page is the equivalent of two proposal pages when meeting program proposal page limits). Please bind your proposal with a binder clip or single staple. Please do not submit your proposal in a three-ring binder or do not bind your proposal with a spiral binding, glued binding, or anything similar that prevents easy duplication. You may use tabs or other separators within the proposal. Please number pages and include a Table of Contents. Only requested attachments are accepted. Do not add additional attachments/documents that the RFP did not request.

Note: Proposals over the page limit will be declared non-responsive and will not be forwarded to the review committee. Please make sure you adhere to the page limits.

Please organize your proposal content as follows

F. Proposal Content

Failure to provide any of this information or forms may result in a proposal being disqualified.

Firms interested in responding to this RFP must complete the required forms and describe how it meets the Minimum Qualifications and provide the required information using the proposal content below:

i. **Required Forms *Appendix A1-a***

- **RFQ Form#1**-Solicitation and Offer & **RFQ Form # 2** Contractual Record Form
- **CMD Forms**: Contract Monitoring Division. All proposals submitted must include the following: i) Form 2A, CMD Contract Participation Form, ii) Form 3, CMD Non Discrimination Affidavit, iii) Form 4, CMD Joint Venture Form (if applicable), and iv) Form 5, CMD Employment Form. If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected. The forms should be placed in a separate, sealed envelope labeled CMD Forms. If you have any questions concerning the CMD Forms, you may call Contract Monitoring Division (415) 581-2310 or visit <http://sfgsa.org/index.aspx?page=6058>

ii. **Proposal Content (19 pages + attachments)**

1. Introduction and Executive Summary (up to 2 pages)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments to the proposed services.

2. Service Approach and Overview (up to 7 pages)

- a. The proposer demonstrates a capacity to provide Scope of Work requirements.
- b. The proposer has existing specialty care and behavioral health partnerships to meet the comprehensive needs of patients.
- c. The proposer has a well-defined continuous quality improvement process that incorporates patient input.

3. Organizational Qualifications and Cultural Competence (up to 10 pages)

- a. How your agency meets the minimum qualifications stated in this RFP (See Section IV-A);
- b. Proven ability to work with specialized populations requiring locked services.
- c. Cultural competence with the target population, evidence of consumer and family participation, ability to provide gender focused services and to make specific accommodations for target populations needs.
- d. Demonstration that overall program goal is to maximize each clients potential and functioning capacity fostering self-care and return to the highest level of independent living possible in the community.
- e. Evidence of any related license or program certification.
- f. Staff qualification; use of license and/or certified staff, evidence of staff linguistic capacity, documentation of Board of Directors cultural composition.

4. Prior Performance (Attachment)

Proposers must demonstrate that they have a record of consistent quality service delivery for three (3) prior fiscal years in providing long term care. Proposers must provide the organization's two (2) most recent monitoring reports or copies of evaluation reports (for non DPH providers). If an agency has a Corrective Action Plan, copies of the most recent Corrective Action Plan must be submitted.

Note: The Department will refer to current Corrective Action Plans on file and will consider any related correspondence in regards to Corrective Action Plans for existing DPH contractors in making funding awards.

5. Budget Forms and Financial Audit (as Attachment)

- a. DPH Budget Forms (must use form provided in the zip file attachment, Appendix A-1b) - total fee for each of the disciplines identified in the Scope of Work with a not-to-exceed figure;
- b. Copies of the two most recent audited financial statements (FY 13-14 and FY 14-15 or FY 14-15 and FY 15-16) and Current cash flow statement and projection for the period of July 1, 2018 to June 30, 2019.
- c. A listing of financial management staff and accounting staff including names, job title, length of service and brief resume if needed

IV. EVALUATION AND SELECTION CRITERIA

A. Selection Criteria

The proposals will be evaluated by a selection committee comprised of parties with expertise in long term care. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

1. Submission Guidelines & Introduction **5 points**

The proposer clearly demonstrates willingness and commitments to the proposed services.

Did the applicant follow the submission requirement guidelines and format listed in the RFP? Are all submissions complete using the submission templates, are they within the page limits, using 12 point Times New Roman font, one inch margins, double spaced and on double sided?

2. Service Approach and Overview (up to 7 pages) **30 points**

- a. The proposer demonstrates a capacity to provide Scope of Work requirements.
- b. The proposer has existing specialty care and behavioral health partnerships to meet the comprehensive needs of patients.
- c. The proposer has a well-defined continuous quality improvement process that incorporates patient input.

3. Organizational Qualifications and Cultural Competence (up to 10 pages) **45 points**

- a. How your agency meets the minimum qualifications stated in this RFP (See Section IV-A);
- b. Proven ability to work with specialized populations requiring locked services.
- c. Cultural competence with the target population, evidence of consumer and family participation, ability to provide gender focused services and to make specific accommodations for target populations needs.
- d. Demonstration that overall program goal is to maximize each clients potential and functioning capacity fostering self-care and return to the highest level of independent living possible in the community.
- e. Evidence of any related license or program certification.
- f. Staff qualification; use of license and/or certified staff, evidence of staff linguistic capacity, documentation of Board of Directors cultural composition.

4. Budget **20 points**

DPH Budget Forms (does applicant use form provided in the zip file attachment, Appendix A-b) - total fee for each of the disciplines identified in the Scope of Work with a not-to- exceed figure;

5. Financial Management Capacity and Fiscal Integrity **30 Points**

Proposer's Financial Management and Fiscal Integrity

- a. Copies of the two most recent audited financial statements (FY 13-14 and FY 14-15 or FY 14-15 and FY 15-16) and Current cash flow statement and projection for the period of July 1, 2018 to June 30, 2019.
- b. A listing of financial management staff and accounting staff including names, job title, length of service and brief resume if needed

6. Prior Performance **30 Points**

Proposer's Prior Performance (as evidenced by DPH monitoring report, corrective action plans, and evaluation reports).

TOTAL POINTS POSSIBLE FROM PROPOSAL: **160 Points**

V. EMAIL QUESTION PERIOD AND CONTRACT AWARD

A. Email Question Period

All questions and requests for information must be received by electronic mail, fax and/ or US Mail and will be answered at the end of the E-Question period, by electronic mail, fax and or US Mail to all parties who have requested and received a copy of the RFP. The questions will be answered by the program staff. This is the only opportunity firms can ask direct programmatic questions of the Department staff. All questions are to be directed to the following e-mail address: sfdphcontractsoffice@sfdph.org OR by electronic mail, fax and or US Mail to:

April Monegas, Contract Analyst

**San Francisco Department of Public Health
Office of Contracts Management & Compliance
1380 Howard St., 4th floor, #420
San Francisco, CA 94103
Phone (415) 255-3636**

E-questions may only be submitted from November 28, 2017 until 12:00 Noon December 14, 2017

No questions or requests for interpretation will be accepted after **12:00 pm on December 14, 2017**

If you have further questions regarding the RFP, please contact April Monegas at sfdphcontractsoffice@sfdph.org

B. Contract Award

The Department of Public Health, Behavioral Health Services (BHS) will issue Notices of Intent to Award to the selected Proposer with whom BHS staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the Proposal, which may be subject to further negotiation and approvals before the City may be legally bound thereby. If a

satisfactory contract cannot be negotiated in a reasonable time the Department in its sole discretion may terminate negotiations with the recommended Proposer and begin contract negotiations with the next recommended Proposer.

VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of an intent to request written modification or clarification of the RFP, must be directed to:

April Monegas, Contract Analyst
San Francisco Department of Public Health
Office of Contracts Management & Compliance
1380 Howard St., 4th floor, #420
San Francisco, CA 94103
Phone (415) 255-3636 / Fax (415) 252-3088
E-mail: sfdphcontractsoffice@sfdph.org

C. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Change Notices (Addenda)

The Department may modify the RFP, prior to the proposal due date, by issuing Change Notices, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Change Notices.

E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

G. Errors and Omissions in Proposal

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

I. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. 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 proposer 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 the proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- 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 a Request for Proposal, 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:

1. **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.
2. **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.
3. **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, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

J. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits 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.

K. Public Access to Meetings and Records

If a proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

L. Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. 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;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

M. No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

N. Local Business Enterprise Goals and Outreach

The LBE Goal is deleted due to Federal Funds/State Funds being used in the funding mix for this RFP. Department note on certified LBE's. The City strongly encourages proposals from qualified and certified LBE's or the inclusion of certified LBE's in your project team. A list of certified LBE's can be found at: www.sfgsa.org. For information on becoming a certified LBE, visit www.sfgsa.org.

VII. CONTRACT REQUIREMENTS

A. Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services or other applicable standard City agreement, contained in Appendix A-3. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§Article 10.5 “Nondiscrimination; Penalties” in the Agreement); the Minimum Compensation Ordinance (§Article 10.7 “Requiring Minimum Compensation for Covered Employee” in the Agreement); the Health Care Accountability Ordinance (§Article 10.8 “Requiring Health Benefits for Covered Employees” in the Agreement); the First Source Hiring Program (§Article 10.9 “First Source Hiring Program” in the Agreement); and applicable conflict of interest laws (§Article 10.2 “Conflict of Interest” in the Agreement), as set forth in paragraphs B, C, D, E and F below.

B. Nondiscrimination in Contracts and Benefits

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates

in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at <http://sfgsa.org/index.aspx?page=6058>

C. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see §43 in the Agreement. For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco

D. Health Care Accountability Ordinance (HCAO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao

E. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://www.workforcedevelopmentsf.org/> and from the First Source Hiring Administrator, (415) 701-4857.

F. Conflicts of Interest

The successful proposer 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, Chapter 2 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. The successful proposer 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 fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants 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 proposer that the City has selected the proposer.

G. Healthcare Insurance Portability and Accountability Act of 1996 (HIPAA)

The parties acknowledge that City is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that Contractor may be defined as one of the following definitions under the HIPAA regulations:

- A Covered Entity* subject to HIPAA and the Privacy Rule contained therein;
- A Business Associate† subject to the terms set forth in Appendix A-3 "HIPAA for Business Associates Exhibit";
- Not Applicable, Contractor will not have access to Protected Health Information.

H. Insurance Requirements

Upon award of contract, Contractor shall furnish to the City a Certificate of Insurance and Additional Insured Endorsements stating that there is insurance presently in effect for Contractor with limits of not less than those established by the City. (Requirements are listed in Appendix A-3 and are available for download at the Departments RFP/Q center

<http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts/default.asp>

I. Notes on Chapter 12B: Nondiscrimination in Contracts (Equal Benefits or Domestic Partners Ordinance)

Effective June 1, 1997 the City and County of San Francisco added to its Nondiscrimination in Contracts ordinance the requirement that all Contractors that enter into an agreement with the City must extend the same benefits to domestic partners of employees that are extended to spouses of employees. It is recommended that you thoroughly understand this requirement. Questions regarding this requirement can be directed to the person indicated in Section VI, item B, or visit the Contract Monitoring Divisions Internet site at <http://sfgsa.org/index.aspx?page=6058>

J. Vendor Credentialing at San Francisco General Hospital.

It is the policy of San Francisco General Hospital to provide quality patient care and trauma services with compassion and respect, while maintaining patient privacy and safety. SFGH is committed to providing reasonable opportunities for Health Care Industry Representatives (HCIRs), external representatives/vendors, to present and demonstrate their products and/or services to the appropriate SFGH personnel. However, the primary objective of SFGH is patient care and it is therefore necessary for all HCIRs to follow guidelines that protect patient rights and the vendor relationship. Therefore, all HCIR's that will come onto the campus of San Francisco General Hospital must comply with Hospital Policy 16.27 "PRODUCT EVALUATION AND PHARMACEUTICAL SERVICES: GUIDELINES FOR SALES PERSONNEL, HEALTHCARE INDUSTRY REPRESENTATIVES, AND PHARMACEUTICAL COMPANY REPRESENTATIVES" Before visiting any SFGH facilities, it is required that a HCIR create a profile with "VendorMate." Vendormate is the company that manages the credentialing process of policy 16.27 for SFGH. For questions, or to register as a HCIR please contact the Director of Materials Management, or designee (during normal business hours) at (415) 206-5315 or sign on to <https://sfdph.vendormate.com> for details.

* "Covered Entity" shall mean an entity that receives reimbursement for direct services from insurance companies or authorities and thus must comply with HIPAA

† "Business Associate" shall mean an entity that has an agreement with CITY and may have access to private information, and does not receive reimbursement for direct health services from insurance companies or authorities and thus is not a Covered Entity as defined by HIPAA.

VIII PROTEST PROCEDURES

A. Protest of Non-Responsiveness Determination

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. 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 the proposer, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. Protest of Contract Award

Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award.

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 the proposer, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Director of Contract Management and Compliance
101 Grove St, Rm. 307
San Francisco, CA 94102
Fax number (415) 554-2555