

**TOWN OF HILTON HEAD ISLAND
REQUEST FOR QUALIFICATIONS (RFQ 2018-0016)
MEDICAL CONTROL PHYSICIAN**

The Town of Hilton Head Island is soliciting responses from qualified physicians to provide services as the Medical Control Physician (MCP) for the Town's Fire Rescue Department. The Town will award a contract for Medical Control Physician, and at its discretion, an Assistant Medical Control Physician (AMCP), to the most qualified respondent(s) to perform these services for a period of (3) years with the option to extend the contract for (2) additional years.

The MCP will serve as the Town's primary Medical Control Physician and the AMCP position will provide additional assistance and support to Fire Rescue in conducting quality improvement activities, protocol development and others duties consistent with the State Regulations for EMS Delivery. Both will work in coordination with the Battalion Chief of EMS.

The Town is seeking physicians who can excel while performing in a teamwork environment with the goal of improving our service delivery by providing additional education, training, quality review, development/implementation of new procedures, practices and equipment that are both innovative and accepted as industry standard best practices.

Please submit (4) copies of your sealed proposal by close of business (4:00 pm) on Monday, June 25, 2018. Proposals received after this time and date shall be rejected and will not be considered for contract award.

A copy of this solicitation can be obtained online at <http://www.hiltonheadislandsc.gov/government/procurement/home.cfm>. Technical inquiries regarding this solicitation should be directed to Battalion Chief of EMS Tom Bouthillet, at (843) 682-5160 or TomB@hiltonheadislandsc.gov, during normal business hours of 8:00 am through 4:30 pm. Inquiries regarding general procurement policies and procedures related to this solicitation should be directed to Richard Groth, Procurement Officer, at (843) 341-4711 or richg@hiltonheadislandsc.gov during normal business hours of 8:00 am through 4:30 pm.

The Town reserves the right to accept or reject any or all proposals received as a result of this request for qualifications or to negotiate with all qualified Offerors, or to cancel in part or in its entirety this solicitation if it is in the best interests of the Town. The Town reserves the right to refuse any and all proposals and to waive any technicalities and formalities.

The Town of Hilton Head Island, by way of this RFQ does not commit itself to award a contract or pay any costs incurred in the preparation of your response. The Town further reserves the right to accept or reject any and all responses received, to negotiate with all qualified respondents or to cancel this RFQ in its entirety.

The Town of Hilton Head Island does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.

Physicians shall meet the following minimum qualifications:

- Currently licensed to practice medicine in the State of South Carolina.
- Satisfactory completion of the South Carolina Medical Control Physician Course Workshop or willingness and ability to complete the Course within one (1) year of the award of a contract; and, complete any required annual recertification in accordance with DHEC Regulation 61-7, “Emergency Medical Services”.

All responses should be hand delivered or mailed by traceable means to:

- Hilton Head Island Fire Rescue, 40 Summit Drive, Hilton Head Island SC 29926

Proposals must arrive no later than Monday, June 25, 2018 at 4:00 pm. Please mark the envelop RFQ 2018-0016 – Medical Control Physician.

For questions concerning this RFQ please contact Battalion EMS Chief Tom Bouthillet.

DETAILED SCOPE OF SERVICES:

Anticipated services and functions for both the MCP and AMCP may include, but are not limited to the following:

- ❖ Compliance with DHEC Regulation 61-7, Section 402 pertaining to South Carolina DHEC Medical Control Physicians Workshop and continuing education requirements;
- ❖ Quality assurance of patient care including development of protocols, standing orders, training, policies and procedures;
- ❖ Provide high quality education and training to EMTs and paramedics in coordination with the Battalion Chief of EMS at reasonable intervals.
- ❖ Support the precepting, continuing education, certification, and re-certification of our staff.
- ❖ Act as a liaison with the Hilton Head Hospital Emergency Department Director and other departments within the hospital on issues that affect emergency care and off island emergency medical transports;
- ❖ Approval of medication and techniques permitted for field use;
- ❖ Conduct post case reviews of incidents and complaint investigations;
- ❖ The medical control physician may withdraw at his/her discretion, the authorization for personnel to perform any or all patient care procedure(s).
- ❖ Maintain reasonable attendance at required meetings as scheduled by Fire Rescue;
- ❖ Assist with the oversight of EMTs and paramedics in the performance of their duties;
 - Evaluation of incident response and care;
 - Assessment of needed remedial training;
 - Participation in Patient Event Meetings using the Just Culture model;
 - Work in conjunction with Battalion Chief of EMS on issues related to our EMS delivery system.
- ❖ Provide/assist with oversight of Fire Rescue’s EMS Protocols:
 - Review existing protocols;

- Initiate development of new protocols to stay current with trends in EMS delivery;
- Review and approve new protocols;
- Recommend new equipment and treatment methods to enhance patient care.
- ❖ Attend meetings or maintain communication with State DHEC-EMS on various types of information affecting the Town's EMS service;
- ❖ Address as needed, local EMS policy and procedures with State DHEC-EMS to insure compliance;
- ❖ Provide additional instruction/lectures on medical training as necessary or requested;
- ❖ Evaluation of annual advance skills for recertification of paramedics;
- ❖ Provide/assist with the development, monitoring, and oversight of clinical skills workshops in coordination with the Battalion Chief of EMS.
- ❖ Review of field communications recordings and provide oversight of the Emergency Medical Dispatch (EMD) Program;
- ❖ Assist with the selection of employees applying for paramedic training as needed;
- ❖ Perform as liaison with the medical community, medical facilities, and governmental entities;
- ❖ Provide timely written or verbal replies to requests from the Battalion Chief of EMS, Deputy Chief of Operations or Fire Chief as requested;
- ❖ Provide Medical Control Direction on Mass Causality Drills as requested;
- ❖ Provide direction and guidance in regards to disaster planning and deployment as it affects EMS service to the community.

RESPONSE FORMAT

Responses are to be self-explanatory and designed in a manner to provide the Town with a straightforward presentation of the physicians' qualifications and experience. Responses should follow the format reflected below and fully address each of the requirements for this RFQ:

- Proof of current license in the State of South Carolina to practice medicine. Provide a copy of current license or license number. Licensing will be checked online using the South Carolina Department of Labor, Licensing and Regulation website.
- Provide a summary of your education, training, and work experience.
- Provide a list of at least three (3) references where you have provided similar services.
- Provide a valid point of contact with phone number and if possible, an email address for each reference. The Town will only be evaluating 3 references for each candidate. If more than 3 are provided, the Town will start at the beginning of the list and work down until the desired number of responses have been obtained. Town is not obligated to make more than a single attempt to contact a listed reference. If less than the requested number of references are provided, OR the Town is unable to obtain 3 responses, this will be reflected in the scoring of your proposal. The Town is not responsible for incorrect reference contact information.
- Describe in detail your familiarity, knowledge and experience in EMS delivery comparable to those reflected in the detailed scope of services in this RFQ. Describe your knowledge of

relevant EMS issues related to education and training, clinical skills development, medical protocols, system surveillance, risk management, and continuous quality improvement.

- Provide proof of completion of the South Carolina DHEC Medical Control Physicians Workshop, or, indicate your willingness and ability to complete the Workshop within one (1) year of contract award; and, complete any required annual recertification in accordance with DHEC Regulation 61-7, “Emergency Medical Services”.
- Additional information related to the position you think we should consider but have not specifically requested.

Evaluation Criteria:

All responses shall be initially reviewed and evaluated by a selection committee of Town Staff using the below listed selection criteria.

- Fully meets minimum qualifications.
- Physician’s qualifications and experience performing EMS medical services as defined in this RFQ.
- Knowledge of relevant EMS issues related to education and training, clinical skills development, medical protocols, system surveillance, risk management, and continuous quality improvement.

Upon completion of the initial evaluation based on the above criteria, the Town will establish a short list of finalist candidates to be interviewed. All candidates selected as finalists will be considered to be on equal footing at that point.

AWARD OF A CONTRACT:

Following the conclusion of finalist interviews a final ranking of responding physicians will be determined. The selection committee will seek the authorization of the Town Manager to enter into negotiations with the most qualified physician for each position to determine the fee for each of these services. Should contract negotiations fail with the most qualified physician, the Town will negotiate with next most qualified physician. The contract will comply with applicable laws and standard provisions and in general contain the following terms:

- Detailed scope of services;
- Schedule for providing services;
- Fee schedule itemized by tasks;
- Not-to-exceed contract amount.

GOVERNING LAW

The individual must comply with the laws of the State of South Carolina and the ordinances of the Town of Hilton Head Island, a municipal corporation organized and existing under the laws of the

State of South Carolina.

AFFIRMATIVE ACTION

The individual shall take affirmative action in complying with all state and federal requirements concerning fair employment, and the treatment of all employees, without regard to, or discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

INSURANCE

The firm shall maintain, throughout the performance of its obligations, a policy of Worker's Compensation insurance with such limits as may be required by law. It shall also maintain a policy or policies of general medical liability/malpractice insurance of at least One Million Dollars insuring against liability for injury and death of persons, and damage and destruction of property. Such general liability insurance shall have limits as required by Town, county, state and federal standards.

BUSINESS LICENSE

The individual is required to currently possess or obtain a current Town of Hilton Head Island Business License prior to providing contracted services.

INDEMNIFICATION

The Town, its directors, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the completion of the project, provided that such liability is not attributable to negligence of the part of the town.

If a contract is awarded as result of this solicitation, such award shall be made to the responsive and responsible Offeror with the highest rated proposal based on the stated evaluation criteria. Contract award is also dependent upon availability of Town funds. In the event that contract negotiations with the highest rated Offeror are unsuccessful, the Town reserves the right to begin contract negotiations with next highest rated Offeror.

STANDARD CONTRACT TERMS AND CONDITON

Offeror acknowledges it has read and understands the terms and conditions provided in the Town's standard contract clauses attached hereto as Exhibit 1, and Offeror also agrees that such clauses shall substantially form the basis for a contract between Offeror and Town.

The anticipated term of the resulting contract shall be three (3) years, with the option to renew for one (1) additional two (2) years.

CHECKLIST FOR PROPOSAL SUBMITTAL REQUIREMENTS

The following checklist of information or documents that must be submitted with the Offeror's proposal. Failure to submit any item may result in rejection of the proposal as being "non-responsive".

- Provide proof of current license in the State of South Carolina to practice medicine; Licensing will be checked online using the South Carolina Department of Labor, Licensing and Regulation website);
- Provide a summary of Education, training, and work experience;
- Provide a list of at least three (3) references where you have provided similar services in both scope and size. Provide a valid point of contact with phone number and if possible, an email address for each reference;
- Provide a description in detail of your familiarity, knowledge and experience in emergency care delivery and medical direction of EMS systems. Include knowledge of relevant EMS issues related to education and training, clinical skills development, medical protocols, system surveillance, risk management, and continuous quality improvement;
- Provide proof of completion of the South Carolina DHEC Medical Control Physicians Workshop, or a statement of your willingness and ability to complete the Workshop within one (1) year of contract award; and, complete any required annual recertification in accordance with DHEC Regulation 61-7, "Emergency Medical Services";
- Additional information related to the position you think we should consider but have not specifically requested.

EXHIBIT 1

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **AGREEMENT**

THIS AGREEMENT is made this <<Date>> between <<Company Name>> (hereinafter called "Contractor") and the Town of Hilton Head Island (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town has a requirement to <<list service or supply>>;

WHEREAS, the Town and the Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. The Contractor shall <<list task or services to be provided>>.
2. The total cost of this contract shall not exceed <<List total cost>>.
3. The term of this Agreement shall be from the date of execution to <<date>>.
4. The contractor is required to maintain appropriate levels of insurance for both workers compensation coverage and for auto liability. The Contractor is required to maintain One Million dollars of medical malpractice liability insurance. The contractor must provide the Town with a Certificate of Workers Compensation and medical malpractice liability coverage that names the Town as an additional insured. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
5. The Town Manager may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience, the Town will pay the contractor for costs incurred to that date of termination. The Town may also terminate this Agreement when funds are not appropriated or otherwise made available to support continuation of this Agreement in subsequent fiscal periods.
6. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.
7. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

EXHIBIT 1

8. This Agreement may not be modified unless such modification is in writing and signed by both parties.
9. The Contractor may not assign this contract without the prior written approval of the Town.
10. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
11. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and the Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Contractor and the methods utilized by the Contractor in fulfilling its obligations hereunder shall lie solely and exclusively with the Contractor and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.
12. The Contractor, by signing this Contract, hereby certifies that Contractor shall comply with all applicable requirements of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann. §41-8-10 (2007) et seq., (the "Act"), and that Contractor covenants and agrees as follows:
 - 12.1. Contractor shall not knowingly or intentionally employ any unauthorized alien and, unless excluded from coverage of the "Act", shall verify the work authorization of newly hired employees performing work under the contract by either:
 - (a) registering and participating in the Federal Work Authorization Program (E-verify) and verifying the work authorization of every new hired employee within five (5) business days after employing employee; or
 - (b) employing only workers who, at the time of said employment:
 1. possess a valid South Carolina driver's license or identification card; or
 2. are eligible to obtain a South Carolina driver's license or identification card by providing proof of name, social security number and date and place of birth; or
 3. possess a valid driver's license or identification card from another state deemed by the Executive Director Department of Motor Vehicles to have requirements at least as strict as those in South Carolina.

EXHIBIT 1

Contractor may choose either option 12.1 (a) or option 12.1 (b) but acknowledges that Contractor cannot use both.

12.2. Contractor agrees to provide to the Town all documentation requested by it to establish either:

(a) the applicability of the South Carolina Illegal Immigration Reform Act to Contractor; or

(b) compliance with the South Carolina Illegal Immigration Reform Act by Contractor.

12.3. Contractor agrees to include in any contracts with its sub-contractors language requiring its sub-contractors to:

(a) comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws; and

(b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws.

12.4. Contractor acknowledges and agrees that it shall comply with requirements of the Immigration Reform and Control Act of 1986 including the non-discrimination provisions thereof, and shall complete all required I-9 documentation for all workers employed by it.

12.5. Contractor certifies it shall comply with all state, federal, and local laws, rules, regulations and orders applicable to it in performance of work under the contract.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

WITNESSES:

<< CONTRACTOR'S FULL NAME >>

By: _____

Its: _____

WITNESSES:

TOWN OF HILTON HEAD ISLAND

By: _____
Gregory D. DeLoach, Esq.,

Its: **Assistant Town Manager**