

This Agency Request for Proposal (Bid Solicitation) is issued by the Office of the Attorney General (OAG), Division of Consumer Affairs (DCA), on behalf of the State Board of Medical Examiners (BME). The purpose of this Bid Solicitation is to solicit proposals from one (1) qualified medical consultant to provide medical expertise and knowledge to the BME.

The intent of this Bid Solicitation is to award a contract for consulting services to that responsible Bidder whose Quote {Proposal}, conforming to this Bid Solicitation is most advantageous to the State of New Jersey (the State), price and other factors considered.

State of New Jersey Standard Terms and Conditions and Waivered Contracts/Delegated Purchase Authority Supplement to the State of New Jersey Standard Terms and Conditions <https://www.nj.gov/treasury/purchase/forms/CombinedStateofNewJerseyStandardTermsandConditionsandWaiveredSupplement.pdf>, will apply to all Contracts made with the State. These terms are in addition to the terms and conditions set forth in this Bid Solicitation and should be read in conjunction with them unless the Bid Solicitation specifically indicates otherwise.

Attached you will find the complete Bid Solicitation.

Your bid proposal quote must include:

1. Completed price sheet (Appendix B) with the hourly rate for performance of the duties and responsibilities outlined in the attached Bid Solicitation. The hourly rate is all inclusive, there is no other compensation.
2. The plan to meet the requirements of Bid Solicitation set forth in Section 4.1; (To include; active licensure and disciplinary status, clinical experience, review and reporting experience, communication/writing samples, conflict of interest, management overview, contract management, detailed resume, experience with similar contracts, and price sheet.)

In order to be considered for award, the Quote must be emailed to the Division of Consumer Affairs by **11:59PM July 16, 2024 OR mailed with a postmark of no later than July 16, 2024.**

The Quote {Proposal} must be accompanied by all required compliance forms for Delegated Purchasing Authority (DPA). All required compliance forms for waivers and DPA transactions are available online at: <https://www.state.nj.us/treasury/purchase/forms/Waiver%20and%20DPA%20Contract%20Checklist.pdf>.

Bidders shall submit a Quote {Proposal} either by:

1. Email to Francine Widrich at Bidproposals@dca.njoag.gov by **11:59PM July 16, 2024**. The subject line of the emailed Quote must contain **BME Medical Consultant;**
OR
2. Hard copy to Francine Widrich, in care of BME Medical Consultant, New Jersey Division of Consumer Affairs, Office of the Director, P.O. Box 45027, Newark, NJ 07101 or 124 Halsey Street, 7th floor, Newark, NJ 07102 **postmarked no later than July 16, 2024.**

The bid solicitation for the Medical Consultant is also publicly posted on the BME website at: <https://www.njconsumeraffairs.gov/bme/Pages/default.aspx>.

Thank you,
Francine Widrich
Supervising Management Improvement Specialist
973-504-6310



PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

New Jersey Office of the Attorney General

Division of Consumer Affairs
124 Halsey Street, 7th Floor, Newark, NJ 07102



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BID SOLICITATION / AGENCY REQUEST FOR PROPOSAL
BID # DCA-2403
MEDICAL CONSULTANT

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Agency Request for Proposal (Bid Solicitation) is issued by the Office of the Attorney General (OAG), Division of Consumer Affairs (DCA), on behalf of the State Board of Medical Examiners (BME). The purpose of this Bid Solicitation is to solicit proposals from one (1) qualified medical consultant to provide medical expertise and knowledge to the BME.

The intent of this Bid Solicitation is to award a contract for consulting services to that responsible Bidder whose Quote, conforming to this Bid Solicitation is most advantageous to the State of New Jersey (the State), price and other factors considered.

State of New Jersey Standard Terms and Conditions and Waivered Contracts/Delegated Purchase Authority Supplement to the State of New Jersey Standard Terms and Conditions <https://www.nj.gov/treasury/purchase/forms/CombinedStateofNewJerseyStandardTermsandConditionsandWaiveredSupplement.pdf>, will apply to all Contracts made with the State. These terms are in addition to the terms and conditions set forth in this Bid Solicitation and should be read in conjunction with them unless the Bid Solicitation specifically indicates otherwise.

1.2 ORDER OF PRECEDENCE

The Contract awarded, and the entire agreement between the parties, as a result of this Bid Solicitation shall consist of: (1) the final Bid Solicitation, (2) State of New Jersey Standard Terms and Conditions and Waivered Contracts/Delegated Purchase Authority Supplement to the State of New Jersey Standard Terms and Conditions, and (3) the Quote. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

Any other terms or conditions, not included with the Bidder's Quote and accepted by the State, shall not be incorporated into the Contract awarded. Any references to external documentation, included those documents referenced by a URL, including without limitation, technical reference manuals, technical support policies, copyright notices, additional license terms, etc., are subject to the terms and conditions of the Request for Quote ("RFQ") and the State of New Jersey Standard Terms and Condition. In the event of any conflict between the terms of a document incorporated by reference the terms and conditions of the RFQ and the State of New Jersey Standard Terms and Conditions shall prevail.

1.3 BACKGROUND

The State Board of Medical Examiners (BME) is a professional licensing board that oversees and regulates the practice of medicine in New Jersey. The BME is responsible for protecting the public's health, safety and well-being by determining qualifications of applicants for licensure as physicians and podiatrists, establishing standards of practice for these professionals, and disciplining those who do not adhere to those standards.

The BME consultant will be responsible for providing general medical expertise and medical knowledge to the BME staff. The consultant will review, evaluate, and report on medical records, patient records, investigative data, consumer complaints, adverse action reports from healthcare

entities, disciplinary reports from other state licensing entities, and other reports related to licensed physicians and podiatrists.

The BME consultant will also provide litigation support for the prosecution of disciplinary matters, will recruit medical experts needed for those prosecutions, and will serve as the BME's liaison to the Professional Assistance Program used for impaired professionals.

This is a reprocurement of the services provided under the NJ State Board of Medical Examiners (BME) Medical Consultant Delegated Purchasing Authority (DPA) one year term contract, presently due to expire on August 21, 2024.

1.4 SUBMISSION OF QUOTES

In order to be considered for award, the Quote must be emailed to the Division of Consumer Affairs by **11:59PM July 16, 2024 OR mailed with a postmark of no later than July 16, 2024.**

Bidders shall submit a Quote either by:

1. Email to Francine Widrich at Bidproposals@dca.njoag.gov by **11:59PM July 16, 2024**. The subject line of the emailed Quote must contain **BME Medical Consultant**;
OR
2. Hard copy to Francine Widrich, in care of BME Medical Consultant, New Jersey Division of Consumer Affairs, Office of the Director, P.O. Box 45027, Newark, NJ 07101 or 124 Halsey Street, 7th floor, Newark, NJ 07102 **postmarked no later than July 16, 2024.**

The Quote must be accompanied by all required compliance forms for Delegated Purchasing Authority (DPA), as well as all qualification requirements set forth in Section 4.1 (to include; active licensure and disciplinary status, clinical experience, review and reporting experience, communication/writing samples, conflict of interest, management overview, contract management, detailed resume, experience with similar contracts, and price sheet.)*

All required compliance forms for waivers and DPA transactions are available online at:
<https://www.state.nj.us/treasury/purchase/forms/Waiver%20and%20DPA%20Contract%20Checklist.pdf>

***NOTE: QUOTES NOT RECEIVED PRIOR TO THE QUOTE DATE OR THOSE WITHOUT ALL ABOVE SHALL BE REJECTED.**

1.5 NJSTART

Bidders are strongly encouraged to visit the NJSTART Vendor Support Page at:
<https://www.state.nj.us/treasury/purchase/vendor.shtml>, which contains Quick Reference Guides (QRGs), supporting videos, a glossary of **NJSTART** terms, and helpdesk contact information.

The Bidder must register with NJSTART prior to the award of the contract.

With the award of this Contract, the successful Contractor(s) is encouraged to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, you must complete the EFT information within your **NJSTART** Vendor Profile. Please refer to the Quick Reference Guide entitled "Vendor Profile Management – Company Information and User Access" for instructions. The Quick Reference Guide is available on the [NJSTART Vendor Support Page](#).

1.6 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote in response to this Bid Solicitation. No special consideration will be given after Quote are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this Bid Solicitation.

1.7 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Quote in response to this Bid Solicitation.

1.8 CONTENTS OF QUOTE

Quote can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know.

After the opening of Quote, all information submitted by a Bidder in response to a Bid Solicitation {RFP} is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder. Proprietary and confidential information may be exempt from public disclosure by OPRA and/or the common law.

As part of its Quote, a Bidder may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. The location in the Quote of any such designation should be clearly stated in a cover letter.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Bidder accordingly. Any proprietary and/or confidential information in a Quote will be redacted by the State. **The State will not honor any attempt by a Bidder to designate its entire Quote and/or prices as proprietary, confidential and/or to claim copyright protection for its entire Quote.** Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Bidder's assertion of confidentiality with which the State does not concur, the Bidder shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Bidder. The State assumes no such responsibility or liability.

A Bidder shall not designate any price lists and/or catalogs submitted as exempt from public disclosure as the same must be accessible to State Using Agencies and Cooperative Purchasing Program participants (if the Bid Solicitation {RFP} has been extended to these participants) and thus must be made public to allow all eligible purchasing entities access to the pricing information.

1.9 CONTRACTOR'S CONFIDENTIAL INFORMATION

1. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
2. By virtue of this Blanket P.O. (Contract) the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential

Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Contractor's Quote as Background IP ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Blanket P.O. (Contract) are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;

3. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
4. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
5. In the event that the State receives a request for Contractor Confidential Information related to this Blanket P.O. (Contract) pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;
6. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and
7. Notwithstanding the requirements of nondisclosure of the Confidential Information described in Sections 1.9 subsections 1 through 6, , either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (a) in the case of the State, if the State determines the documents or information are subject to disclosure, or (b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this Bid Solicitation.

Addendum – Written clarification or revision to this Bid Solicitation issued by the Division of Purchase and Property.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – An alteration or modification of the terms of a contract between the State and the Contractor(s). An amendment is not effective until it is signed approved in writing by the Director or Deputy Director, Division of Purchase and Property.

Bid Solicitation (RFP, Bid or Proposal) – This series of documents, which establish the bidding and Contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments (Addenda).

Bidder – An individual or business entity submitting a proposal in response to this Bid Solicitation.

Business Day - Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Contract – This Bid Solicitation, any addendum to this Bid Solicitation, and the Bidder’s proposal submitted in response to this Bid Solicitation, as accepted by the State.

Contractor – The Bidder awarded a contract resulting from this Bid Solicitation.

Delegated Purchasing Authority (DPA) - Pursuant to N.J.S.A. 52:25-23, the Division of Purchase and Property (DPP) has delegated certain purchases to State agencies.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Evaluation Committee – A committee established by the DCA to review and evaluate proposals submitted in response to this Bid Solicitation and to recommend a contract award.

Project – The undertaking or services that are the subject of this Bid Solicitation.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a proposal as non-responsive.

Should or May – Denotes that which is permissible or recommended, not mandatory.

State – State of New Jersey.

State Contract Manager or SCM – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order {Contract Amendment}.

Subtasks – Detailed activities that comprise the actual performance of a task.

Task – A discrete unit of work to be performed.

2.2 CONTRACT-SPECIFIC DEFINITIONS/ACRONYMS

Bidder Certification Statement – A certified statement, made under oath by the Bidder, concerning previous experience and employment.

Conflict of Interest – A situation in which an individual is unable to render an impartial or unbiased decision because of his or her own personal, financial, employment, emotional and/or other interests.

Impairment Review Committee – A committee established by BME regulation to address issues of impairment (including drug or alcohol dependency and psychiatric or physically disabling disorders) of New Jersey physicians and podiatrists.

National Practitioner Data Bank (NPDB) - An electronic information repository created by Congress that contains information on medical malpractice payments and certain adverse actions related to health care practitioners, entities, providers, and suppliers.

NPDB Self-Query - The Self-Query service searches the NPDB to see if the information an individual or entity provides in a Self-Query request matches any report information stored in the NPDB. A self-query can be requested at <https://www.npdb.hrsa.gov/pract/howToGetStarted.jsp>.

Professional Assistance Program (PAP) – An organization that provides services to protect the public safety and welfare of the citizens of New Jersey through education, identification, evaluation, treatment planning, and advocacy for licensed healthcare and other professionals in recovery from impairing medical conditions and illnesses.

Redact/Redacted - the process of editing a document to conceal or remove confidential information before disclosure or publication.

3.0 SCOPE OF WORK

3.1 GENERAL REQUIREMENTS

The Contractor shall adhere to the following general requirements:

- a. Serve in a confidential capacity and shall acknowledge such in writing by signing a Confidentiality Statement (reference Section 3.2.1 and Appendix A, Confidentiality Agreement of this Bid Solicitation) without qualification. In all cases, the Contractor shall offer consultation to the New Jersey BME as directed by the Executive Director of the BME;
- b. Serve as a resource providing medical expertise and medical knowledge to the BME. All work shall be performed within the time frames specified by the BME or the Executive Director of the BME (Monday through Friday 8:30am to 5:00pm EST, exclusive of State Holidays, a listing of which can be found at <http://www.state.nj.us/nj/about/facts/holidays/>);
- c. At the direction of the Executive Director and/or SCM, work no more than 28 hours per week and no less than 21 hours per week;
- d. Shall not substitute or subcontract any of the tasks/services identified in this Bid Solicitation to a third-party; and
- e. Immediately advise the State Contract Manager (SCM) and Executive Director, in writing, of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a certain date.
- f. Provide the SCM and the Executive Director with a proposed schedule of vacation days one (1) week in advance of the requested date via email. The SCM will provide approval, if applicable, for vacation days, via email, within 24-hours of the request; and
- g. Provide the SCM and the Executive Director with notification, via email, of the intent to take sick day(s), or other missed day(s), at least 30 minutes prior to the start of the shift. The

Contractors correspondence, via email, to the SCM and Executive Director shall serve as proof of notification.

- h. Communicate effectively with Board and Office of the Attorney General (OAG) staff regarding matters on which they work. This includes providing detailed and comprehensive responses to any questions or inquiries.

Note: Any missed hours may be made up with pre-approval by the SCM. In the event that a Contractor is making up time pursuant to aforementioned subsection (e) and (f), the total allowed hours per week (references subsection [c]) may be adjusted upon written approval from the SCM.

3.2 CONFIDENTIALITY AND CONFLICT OF INTEREST REQUIREMENTS

The Contractor shall meet the following qualifications in order to maintain good standing with the BME:

3.2.1 CONFIDENTIALITY REQUIREMENT

The Contractor shall maintain strict patient confidentiality and keep patient information private while following the Use and Disclosure of Protected Health Information (PHI) held by covered entities as set forth in the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") developed by the U.S. Department of Health and Human Services (HHS) under the Health Insurance Portability and Accountability Act (HIPAA). (<https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html>).

In accordance with the confidentiality requirement, the Contractor shall agree to, sign, and provide to the SCM the Confidentiality Agreement (Appendix A) during the Project Launch Meeting as specified in Section 3.6 of this Bid Solicitation.

3.3 CONFLICT OF INTEREST REQUIREMENTS

The Contractor shall comply with all conflict of interest requirements including, but not limited to:

- a. Identify any potential conflicts of interest that may currently exist or may arise during the contract term. The SCM will review all submissions by the Contractor to determine the validity of a perceived conflict. In the instance that the Contractor and the SCM disagree on a potential conflict of interest, the SCM's determination will prevail; and
- b. Recuse him/herself from work on any other matter where there may be a conflict of interest or perceived conflict of interest, as determined by the SCM.

3.4 ACTIVE LICENSURE AND DISCIPLINARY STATUS

The Contractor shall comply with all licensure requirements and disciplinary action notifications including, but not limited to:

- a. Hold an active, valid, unrestricted physician's license in New Jersey throughout the duration of the contract;
- b. Have no history of disciplinary action taken by any licensing entity in New Jersey or any other state or jurisdiction now, or in the future (as verified by querying the Federation of State Medical Boards Database and providing a self-query report of the National Practitioner Databank); and

c. Notify the SCM of any disciplinary action(s) taken during the term of the Contract by any licensing entity in New Jersey or any other state or jurisdiction within seven (7) days of any such action.

Note: Disciplinary action by any licensing entity in New Jersey or any other state or jurisdiction may result in the termination of the Contract.

3.5 CONTRACT SITE LOGISTICS

The Contractor shall perform the required tasks onsite at one (1) of the four (4) following BME locations, as directed by the BME's Executive Director:

- a. Board of Medical Examiners, 140 East Front Street, Trenton, NJ 08625; or
- b. Division of Consumer Affairs, 124 Halsey Street, Newark, NJ 07102.
- c. Professional Assistance Program (PAP), 742 Alexander Road, Princeton, NJ 08540; or
- d. Richard Hughes Justice Complex, 25 Market Street, Trenton, NJ, 08625.

3.6 PROJECT LAUNCH MEETING

The Contractor shall schedule and meet with the SCM within 15 business days after contract award. This meeting shall include discussion on topics including, but not limited to:

- a. Project intent and scope;
- b. Proper methods and channels of communication between the Contractor, SCM and the Executive Director;
- c. Development of reporting format and mechanisms;
- d. A calendar of all BME meetings for the remainder of the year;
- e. Schedule of hours to be worked by the Contractor; and
- f. Any additional information pertinent to contract operation.

3.7 GENERAL SERVICES

The Contractor shall provide general medical expertise and medical knowledge to the BME staff in the review, evaluation, and reporting of medical reports, patient records, investigative data, consumer complaints, adverse action reports from healthcare entities, disciplinary reports from other state licensing entities, and other reports related to licensed physicians and podiatrists.

The Contractor shall perform the following services based upon an all-inclusive hourly rate as demonstrated on the price schedule (Appendix B).

3.8 EVALUATION AND REPORTING

The Contractor shall perform, but not be limited to, the following tasks:

- a. Evaluate complaints and reports against licensed physicians and podiatrists to determine if the physician or podiatrist met the minimum care requirements of the practice standards. The

Contractor shall collaborate with the administrative, investigative, and legal staff in the initial review and evaluation of all complaints and reports, and will prepare general, written summaries, and recommendations for, but not limited to:

1. Consumer complaints filed against licensed physicians or podiatrists;
 2. Reports of malpractice payments made on behalf of licensed physicians or podiatrists;
 3. Reports of licensed health professionals' impairments, including, but not limited to, the use and abuse of controlled dangerous substances and alcohol;
 4. Reports concerning the incompetency of licensed physicians or podiatrists;
 5. Reports concerning the unprofessional conduct of licensed physicians or podiatrists; and
 6. Any other complaints, adverse actions, actions of other states' licensing boards, or reports made to the BME or the BME's Medical Practitioner Review Panel concerning licensed physicians or podiatrists.
- b. Coordinate and assist in the information-gathering process including, but not limited to:
1. Identifying medical and non-medical documents needed for the formal investigative process; and
 2. Preparing written case descriptions, medical care summaries, and evaluations of allegations.
- c. Prepare questions to be raised during the formal investigations concerning, but not limited to:
1. Consumer complaints filed against licensed physicians or podiatrists;
 2. Reports of malpractice payments made on behalf of licensed physicians or podiatrists;
 3. Reports of licensed health professionals' impairments including, but not limited to, the use and abuse of controlled dangerous substances and alcohol;
 4. Reports concerning the incompetency of licensed physicians or podiatrists;
 5. Reports concerning the unprofessional conduct of licensed physicians or podiatrists; and
 6. Any other complaints, adverse actions, actions of other states' licensing boards, or reports made to the BME or the BME's Medical Practitioner Review Panel concerning licensed physicians or podiatrists.

3.9 LIAISON SERVICES

The Contractor shall serve as a liaison between the BME's Impairment Review Committee and BME-approved Professional Assistance Program, which meet together six (6) times per year, with respect to program participants. As a BME Liaison, the Contractor shall perform, but not be limited to, the following services:

- a. Review of all initial, summary, and progress reports prepared by the BME-approved Professional Assistance Program to assure that they meet the standards as set forth in the BME's contract with the Program;
- b. Review participants' status reports and make recommendations for continued participation in the Program;

- c. Assist the BME in developing, and periodically reviewing and auditing, the standards for treatment and procedures for monitoring practitioners participating in the Program; and
- d. Schedule meetings with licensees subjected to BME actions, both disciplinary and non-disciplinary, to assure compliance with BME-ordered directives and, where necessary, to provide corrective guidance to licensees.

3.10 MEDICAL EXPERT RECRUITMENT

The Contractor shall assist in efforts to recruit medical experts needed for the prosecution of disciplinary actions based on requirements communicated by the BME or the New Jersey Deputy Attorney General (DAG). The Contractor shall only be responsible for the recruitment of medical experts; all financial obligations and honorarium payments to the experts will be coordinated by the State.

3.11 LITIGATION SUPPORT

The Contractor shall provide litigation support to the DAG responsible for the prosecution of disciplinary matters and unlicensed practice cases by performing the following tasks including, but not limited to:

- a. Assisting in the identification of medical experts in matters bound for litigation;
- b. Facilitating medical expert recruitment and assisting in the selection and preparation of records for transmission to the medical expert;
- c. Providing follow-up to assure that reports are received within the timeframes established by the DAG; and
- d. Supervision, organization, and maintenance of data pertaining to the performance of the BME's medical experts as reviewed by the DAG.

3.12 MEETINGS AND HEARINGS/CONFERENCE LOGISTICS

3.12.1 MEETING REQUIREMENTS

The Contractor shall be required to attend the following meetings unless otherwise directed by the Executive Director to the BME or the SCM:

- a. BME Meetings (12 per year);
- b. Weekly Screening Committee meetings (three (3) per month; 36 per year);
- c. Priority Review Committee meetings (12 per year);
- d. Panel meetings (12 per year);
- e. BME's Impairment Review Committee with the BME-approved Professional Assistance Program meetings (six (6) per year);
- f. Executive Committee Meetings (12 per year); and
- g. Preliminary Evaluation Committee Meetings (12 per year).

The Executive Director will provide the Contractor with an agenda at least 48 hours prior to each meeting. All meetings will be located at one (1) of the four (4) locations listed in Section 3.5 of this Bid Solicitation.

3.12.2 INVESTIGATIVE HEARINGS AND CONFERENCES

The Contractor shall attend investigative hearings and conferences that convene 12 times per year, to provide medical expertise and to assist in the questioning, as directed by the BME's Executive Director. The Contractor shall receive a calendar of meeting dates for the remainder of the year at the Project Launch meeting and every January thereafter.

3.13 DELIVERABLES

3.13.1 MEMORANDUM SUMMARIES -

The Contractor shall prepare memoranda summarizing expert witnesses' evaluations of investigative materials and recommendation reports to assist the BME and the Medical Practitioner Review Panel in making determinations concerning disciplinary action to be taken against physicians or podiatrists originating from, but not limited to:

- a. Consumer complaints filed against licensed physicians or podiatrists;
- b. Reports of malpractice payments made on behalf of licensed physicians or podiatrists;
- c. Reports of licensed health professionals' impairments including, but not limited to, the use and abuse of controlled dangerous substances and alcohol;
- d. Reports concerning the incompetency of licensed physicians or podiatrists;
- e. Reports concerning the unprofessional conduct of licensed physicians or podiatrists; and
- f. Any other complaints, adverse actions, actions of other states' licensing boards, or reports made to the BME or the BME's Medical Practitioner Review Panel concerning licensed physicians or podiatrists.

3.13.2 DATA AND REPORT COMPILATION -

The Contractor shall gather statistical data from the BME's various sources including, but not limited to:

- a. BME's electronic licensing database;
- b. Standalone databases;
- c. Electronic records; and
- d. Original files.

The Contractor shall use said data to compile monthly and yearly status reports of the following:

- a. Number and nature of consumer complaints filed against licensed physicians or podiatrists, dates received, resolutions, and dates resolved;
- b. Number and nature of reports of malpractice payments made on behalf of licensed physicians or podiatrists, dates received, dates of payments, amounts of payments;

- c. Number and nature of reports licensed health professionals' impairments including, but not limited to, the use and abuse of controlled dangerous substances and alcohol;
- d. Number and nature of reports concerning the incompetency of licensed physicians or podiatrists, dates received, resolutions and dates resolved;
- e. Number and nature of reports concerning the unprofessional conduct of licensed physicians or podiatrists, dates received, resolutions, and dates resolved; and
- f. Number and nature of any other complaints, adverse actions, actions of other states' licensing boards, or reports made to the BME or the BME's Medical Practitioner Review Panel concerning licensed physicians or podiatrists, dates received, resolutions, and dates resolved.

3.14 BOARD CORRESPONDENCE

Upon request from Board or OAG staff, the consultant shall be responsible for drafting correspondence or memoranda on behalf of the Board in relation to matters on which they work. This includes but is not limited to the following:

- a. Correspondence to licensees regarding their compliance with Board regulations;
- b. Memoranda to the Board summarizing licensee compliance with continuing medical educational credits;
- c. Memoranda providing detailed and comprehensive summaries of consumer complaints, medical malpractice reports, licensee impairment or Board investigations;
- d. Detailed and comprehensive summaries of any matter on which the consultant is asked to provide their medical expertise.

3.15 ALTERNATIVE PRIVILEGING

The consultant shall review applications for alternative privileging in New Jersey and determine applicant eligibility for alternative privileging pursuant to N.J.A.C. 13:35-4A.12.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 BIDDER QUALIFICATION REQUIREMENTS

4.1.1 ACTIVE LICENSURE AND DISCIPLINARY STATUS

As delineated in section 3.4, the Bidder must hold an active, valid, unrestricted physician license in New Jersey and shall have had no disciplinary action taken against any physician license held by the Bidder in New Jersey or any other state or jurisdiction.

The Bidder must include either a copy of its unrestricted physician license or the license number with its Quote. The BME will verify that no disciplinary action has been taken by any medical licensing boards through a query of the Federation of State Medical Boards Database. The Bidder must also provide a copy of a self-query with the National Practitioner Databank to verify that no disciplinary action has been taken by any medical licensing boards.

4.1.2 CLINICAL EXPERIENCE

The Bidder shall demonstrate that it has at least five (5) years of active clinical medical practice.

4.1.3 REVIEW AND REPORTING EXPERIENCE

The Bidder shall demonstrate that it has had at least two (2) years of experience in peer and medical record review and reporting.

In the event that a previous experience reference is unavailable for employment verification, the Bidder shall provide a Bidder Certification Statement (Reference Section 2.2 of the Bid Solicitation).

4.1.4 COMMUNICATION SKILLS

The Bidder shall demonstrate that it possesses superior written communication skills that will be assessed through submittal of writing samples.

4.1.5 WRITING SAMPLE

The Bidder shall provide at least four (4) medical writing samples for each of the below listed categories for a minimum total of eight (8) writing samples. The writing samples must be authored by the Bidder and must demonstrate a wide range of medical knowledge:

1. Peer review (four [4]); and
2. Medical record review (four [4]).

4.1.6 CONFLICT OF INTEREST REQUIREMENTS

The Bidder shall identify any potential conflicts of interest that may currently exist or may arise during the contract term.

4.1.7 MANAGEMENT OVERVIEW

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the Bid Solicitation in a narrative format. This narrative should demonstrate to the State that the Bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should demonstrate to the State that the Bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved. Mere reiterations of Bid Solicitation tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder's ability to complete the contract. The Bidder's response to this section should be designed to demonstrate to the State that the Bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the Bidder's proposal will lead to successful contract completion.

4.1.8 CONTRACT MANAGEMENT

The Bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the Bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

4.1.9 RESUMES

A detailed resume should be submitted for the key personnel to be assigned to the contract. The resume should emphasize the relevant qualifications and experience of the individual in successfully completing tasks of similar scope to those required by this Bid Solicitation. The resume should include the following:

- a. The individual's clinical experience with beginning and end dates;
- b. The individual's experience in peer and records review with beginning and end dates;
- c. The individual's previous experience in completing each similar contract including;
 1. Beginning and ending dates for each similar contract;
 2. A description of the contract demonstrating how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this Bid Solicitation; and
 3. With respect to each similar contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

When a Bidder submits a resume pursuant to this paragraph, the Bidder shall redact the social security numbers, home addresses, personal telephone numbers and any other personally identifying information other than the individual's name from the resume.

4.1.10 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The Bidder should provide a comprehensive listing of qualifications and professional experience emphasizing relevance in tasks of similar scope that it has successfully completed, as evidence of the Bidder's ability to successfully complete services similar to those required by this Bid Solicitation. A description of all such qualifications and professional experience should be included and should show how such qualifications and professional experience relate to the ability of the Bidder to complete the services required by this Bid Solicitation. A description of all such qualifications and professional experience should be included and should show how such qualifications and professional experience relate to the ability of the Bidder to complete the services required by this Bid Solicitation. For each professional experience reference, the Bidder should provide two (2) names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

4.1.11 PRICE SCHEDULE/SHEET

Reference Section 3.0 (Scope of Work) of the Bid Solicitation for task requirements and deliverables. The Bidder must submit its pricing using the format set forth in the State-supplied price sheet/schedule(s) accompanying this Bid Solicitation (Reference Appendix B – Price Schedule). Failure to submit all information required will result in the proposal being considered nonresponsive. Each Bidder is required to hold its prices firm through issuance of contract.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

5.1 CONTRACT TERM

The term of this Contract shall be for a period of three (3) years.

5.2 CONTRACTOR RESPONSIBILITIES

The Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to the Contractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided

under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this Contract.

5.3 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of this Contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this Contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days' notice by the State. With respect to software computer programs and/or source codes developed for the State, except those modifications or adaptations made to Bidder's/Contractor's Background IP as defined below, the work shall be considered "work for hire", i.e., the State, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or Subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the Quote. Otherwise, the language in the first paragraph of this section prevails. If the Bidder identifies such intellectual property ("Background IP") in its Quote, then the Background IP owned by the Bidder on the date of this Contract, as well as any modifications or adaptations thereto, remain the property of the Bidder. Upon Contract award, the Bidder/Contractor shall grant the State a nonexclusive, perpetual royalty free license to use any of the Bidder's/Contractor's Background IP delivered to the State for the purposes contemplated by this Contract.

5.4 SECURITY AND CONFIDENTIALITY

5.4.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the Contractor are confidential (State Confidential Information). The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. Any use, sale, or offering of this data in any form by the Contractor, or any individual or entity in the CONTRACTOR'S charge or employ, will be considered a violation of this Blanket P.O. {Contract} and may result in Blanket P.O. {Contract} termination and the CONTRACTOR'S suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The Contractor shall assume total financial liability incurred by the Contractor associated with any breach of confidentiality.

When requested, the Contractor and, if applicable, all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Contractor may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the CONTRACTOR'S responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one (1) month of the employees' start date.

The State reserves the right to obtain, or require the Contractor to obtain, criminal history background checks from the New Jersey State Police for all Contractor and project staff (to protect the State of New Jersey from losses resulting from Contractor employee theft, fraud or dishonesty). If the State exercises this right, the results of the background check(s) must be made available to the State for consideration before the employee is assigned to work on the State's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

5.5 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Blanket P.O. {Contract} without the prior written consent of the Director.

5.6 ADVERTISING

The Contractor shall not use the State's name, logos, images, or any data or results arising from this Blanket P.O. {Contract} as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.7 QUOTE EVALUATION COMMITTEE

Quote may be evaluated by an Evaluation Committee composed of members of the Division of Consumer Affairs.

5.8 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Quote received in response to this Bid Solicitation {RFP} for each of the two (2) consultants. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

5.8.1 TECHNICAL EVALUATION CRITERIA

Each criterion will be scored and each score multiplied by a predetermined weight to develop the Technical Evaluation Score.

- A. Bidder Qualifications; The qualifications of the Bidder;

- B. Bidder Experience: The Bidder's documented experience as provided in CV; and
- C. Ability of Bidder to complete the Scope of Work based on its Technical Quote: The BIDDER'S demonstration in the Quote that the Bidder understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Blanket P.O. {Contract}.

5.8.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, Bidder will be ranked from lowest to highest according to the Total Consultant Type Price located on the Price Sheet/Schedule, Appendix B, accompanying this Bid Solicitation {RFP}.

Medical Consultant for NJ State Board of Medical Examiners

Appendix A

Confidentiality Agreement

I am aware that while performing the duties of the Medical Consultant with the New Jersey State Board of Medical Examiners, I may acquire information which is confidential or generally not available to members of the public. I acknowledge and agree that I will not willfully disclose any confidential information or information not generally available to the public that I acquire while performing the duties of a Medical Consultant with the New Jersey State Board of Medical Examiners.

(Print Name)

(Signature)

(Date)

**Appendix B:Price Schedule
Bid Solicitation Medical Consultant**

Vendor {Bidder} Name		
Description	Unit of Measurement	Cost Year 1 - August 22, 2024 - August 21, 2025
All-inclusive Hourly Rate for a Medical Consultant to complete work demonstrated in scope of work	Hour	
		Cost Year 2 - August 22, 2025 - August 21, 2026
All-inclusive Hourly Rate for a Medical Consultant to complete work demonstrated in scope of work	Hour	
		Cost Year 3 - August 22, 2026 - August 21, 2027
All-inclusive Hourly Rate for a Medical Consultant to complete work demonstrated in scope of work	Hour	

* All-inclusive price includes travel expenses