



**State of New Hampshire  
Office of Professional Licensure and Certification**

**REQUEST FOR APPLICATION  
RFA-2024-03-BDMED**

**FOR**

**Expert Physician Consultants**

**November 28, 2023**



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**New Hampshire Office of Professional Licensure and Certification  
Expert Physician Consultants**



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## REQUEST FOR APPLICATIONS

### 1. Request for Services

#### 1.1. Purpose and Overview

##### 1.1.1. Purpose

This Request for Applications (RFA) is published to solicit applications for the provision of medical expertise to assist the Office of Professional Licensure and Certification (OPLC) staff with investigations in areas that include, but are not limited to:

- Malpractice.
- Incompetence.
- Unprofessional conduct.
- Consumer complaints.

The OPLC anticipates awarding one (1) or more contract(s) for the services listed below in order to develop a list of experts in specific specialties, limited to:

- Radiology;
- Pediatrician;
- Urology;
- Anesthesia/Pain management; and
- Obstetrics and gynecology.

Qualified vendors include physicians or physician assistants who are licensed, or previously licensed, by the Board of Medicine with no restrictions to practice in the State of New Hampshire.

Qualified vendors who are members of the Board of Medicine may apply to provide services in this RFA. If selected to enter into a contract with the Office of Professional Licensure and Certification (OPLC), the vendor must resign their position as board member for the duration of the resulting contract.

##### 1.1.2. Overview

The Board of Medicine (Board) was created by the State of New Hampshire Legislature in 1897 to ensure that all physicians had the training and skills necessary to practice safe and effective medicine for the people of the State of New Hampshire. The statutory responsibilities of the Board include, but are not limited to:

- Developing ethical and other professional standards for licensees.
- Developing continuing education and other requirements that demonstrate professional competence.

The mission of the New Hampshire Office of Professional Licensure and Certification is to create a regulatory environment favorable to workforce



opportunities while protecting the public through efficient and economic support to New Hampshire's professional licensing boards.

When quality of care issues come to the attention of OPLC, OPLC Investigators are engaged to investigate medical professionals who provided the care of the individual(s). At times, there is a need for experts in particular fields to review the cases to ensure the investigation is seen through the lens of the specialty that provided the service.

## 1.2. Scope of Services

- 1.2.1. The selected vendors must assist and work with the OPLC staff by providing expert consulting services in the specific area of medicine to ensure thorough investigations of quality-of-care issues including, but not limited to:
  - 1.2.1.1. Malpractice lawsuits.
  - 1.2.1.2. Matters of incompetence.
  - 1.2.1.3. Unprofessional conduct allegations.
  - 1.2.1.4. Consumer complaints.
  - 1.2.1.5. Other issues that may constitute violations of:
    - 1.2.1.5.1. New Hampshire Revised Statutes Annotated ([NH RSA 328-D: Physician Assistants](#));
    - 1.2.1.5.2. [NH RSA 329: Physicians and Surgeons](#); or
    - 1.2.1.5.3. The [Administrative Rules of the Board of Medicine, MED 100-600](#).
- 1.2.2. The selected vendor(s) must be available to receive electronic case files, as prepared and sent by OPLC.
- 1.2.3. The selected vendor(s) must sign an attestation that confirms no conflict of interest with the parties involved in the investigation, as assigned by OPLC.
- 1.2.4. The selected vendor(s) must review case file records which may include, but are not limited to:
  - 1.2.4.1. Office records.
  - 1.2.4.2. Responses to communications.
  - 1.2.4.3. Radiographic films.
  - 1.2.4.4. Reports from other agencies or states.
- 1.2.5. The selected vendor(s) must utilize report formats provided by the OPLC to complete investigations of providers, as appropriate. The selected vendor(s) shall:
  - 1.2.5.1. Utilize the appropriate current report format to complete investigations.



- 1.2.5.2. Ensure reports are completed accurately and according to the requirements of the investigation being conducted.
- 1.2.5.3. Ensure completed reports are legible and any comments are clear, concise, and objective.
- 1.2.5.4. Provide completed reports and supporting documentation, as applicable, to the OPLC no later than forty-five (45) days after receiving case files, unless an extension of time is requested and otherwise granted no later than thirty (30) days after receiving the case files.
- 1.2.6. The OPLC shall provide the final report to the Board for review. If the Board:
  - 1.2.6.1. Closes the case, the selected vendor(s) may submit an appropriate invoice, as specified in the payment terms.
  - 1.2.6.2. Determines the case must move forward to a hearing, the vendor(s) must be available to testify as an expert witness to the case and may submit an invoice upon the Board rendering a decision in the case, as specified in the payment terms.
- 1.2.7. Applicants must demonstrate the capacity and performance experience to meet the Scope of Services outlined in this RFA.

### **1.3. Compensation & Contract Value**

- 1.3.1. The OPLC anticipates using Agency Funds for the resulting contract(s). The OPLC may choose to modify the source of funding contingent upon the availability of funds at the time of award.
- 1.3.2. Payment for services shall be reimbursed at a rate of \$150 per hour, up to a shared price limitation among all selected applicants of \$50,000.
- 1.3.3. The OPLC cannot determine how many cases or what type of Physician Expert Consultants will be requested through the term of the resulting contracts.

### **1.4. Contract Period**

- 1.4.1. The Contract(s) resulting from this RFA are anticipated to be effective upon Governor and Executive Council approval, whichever is later, through April 30, 2025.
- 1.4.2. The OPLC may extend contracted services for up to four (4) additional years, contingent upon satisfactory Contractor performance, continued funding, and Governor and Executive Council approval.



## 1.5. Mandatory Responses to RFA Questions

*Vendors must identify the specialty in which they are a topic area expert. If applying for more than one area of expertise, please submit an application for each area.*

### 1.5.1. **Scoring Applicant Capability** – Maximum score of 40 points.

***Question 1 of 3** – Describe, in narrative form, your capability to perform the entire scope of work in this RFA, including any specialized classes, trainings and/or seminars attended.*

### 1.5.2. **Scoring Applicant Peer Review Experience** – Maximum score of 25 points.

***Question 2 of 3** – Describe, in narrative form, your experience in conducting peer reviews. Peer review experience is preferred. Include a sample summary report with redactions of any personally identifiable information.*

### 1.5.3. **Scoring Applicant Experience** – Maximum score of 35 points.

***Question 3 of 3** – Describe, in narrative form\*, your experience in the specialty for which you are applying. Include length of service in your profession and any achievements attained. Applicants will be evaluated on past or present discipline, practiced at least five (5) years post residency, and hold an active board certification in the field.*

*\*Please note that providing a resume or CV in place of providing a narrative answer will not suffice.*

## 1.6. Application Evaluation

1.6.1. Capability Q1 – 40 Points

1.6.2. Peer Review Experience Q2 – 25 Points

1.6.3. General Experience – Q3 – Total of 35 Points

1.6.3.1. Discipline History – 10 points

1.6.3.2. Number of Years Practiced Post Residency – 10 points

1.6.3.3. Achievements – 5 points

1.6.3.4. Active Board Certification – 10 points

### **Total Possible Points – 100 Points**

## 1.7. Applicant Selection

1.7.1. The OPLC shall select applicants who attain a minimum passing score of 60 Points.

## 2. Notices

### 2.1. Exceptions

2.1.1. The OPLC will require the successful Applicant to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that an Applicant believes



that exceptions to Appendix A will be necessary for the Applicant to enter into an Agreement, the Applicant must note those issues during the RFA Question Period in Section 3. Applicants may not request exceptions to the Scope of Services or any other sections of this RFA.

- 2.1.2. The OPLC will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.
- 2.1.3. If the OPLC accepts an Applicant's exception the OPLC will, at the conclusion of the RFA Question Period, provide notice to all potential Applicants of the exceptions that have been accepted and indicate that exception is available to all potential Applicants by publication of the OPLC's responses on or about the date indicated in Section 3.
- 2.1.4. Any exceptions to the standard form contract and exhibits that are not raised by an Applicant during the RFA Question Period will not be considered. In no event is an Applicant to submit its own standard contract terms and conditions as a replacement for the OPLC's terms in response to this solicitation.

## 2.2. RFA Amendment

The OPLC reserves the right to amend this RFA, as it deems appropriate, prior to the Application submission deadline on its own initiative or in response to issues raised through Applicant questions. In the event of an amendment to the RFA, the OPLC, at its sole discretion, may extend the Application submission deadline. The amended language will be posted on the OPLC website.

## 2.3. Application Submission

- 2.3.1. Applications must be submitted electronically to [OPLC.Contracts@oplcnh.gov](mailto:OPLC.Contracts@oplcnh.gov).
  - 2.3.1.1. The subject line must include the following information: **RFA-2024-03-BDMED** (email xx of xx).
  - 2.3.1.2. The maximum size of file attachments per email is 10 MB. Applications with file attachments exceeding 10 MB must be submitted via multiple emails.

## 2.4. Compliance

- 2.4.1. Applicants must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the OPLC currently in effect, and as they may be adopted or amended during the contract period.
- 2.4.2. The selected Contractor must meet all information security and privacy requirements as set by the OPLC.
- 2.4.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the OPLC:





- 2.4.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 2.4.3.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the OPLC, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the OPLC.
- 2.4.3.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the OPLC to obtain payment for such services.

## **2.5. Non-Collusion**

The Applicant's required signature on the Transmittal Cover Letter for an Application submitted in response to this RFA guarantees that the prices, terms and conditions, and services have been established without collusion with other Applicants and without effort to preclude OPLC from obtaining the best possible Application.

## **2.6. Applicant Withdrawal**

Prior to the Closing Date for receipt of Applications, an Application may be withdrawn by submitting a written request for its withdrawal to Contract Specialist identified in Paragraph 3.3.2.

## **2.7. Public Disclosure**

- 2.7.1. Pursuant to RSA 21-G:37, the content of responses to this RFA must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of Applications, the OPLC will publish the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the OPLC of Administrative Services pursuant to this RFA, the OPLC will post the name, rank or score of each Applicant. Applicant's disclosure or distribution of the contents of its Application, other than to the State, will be grounds for disqualification at the State's sole discretion.
- 2.7.2. The content of each Application and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of an Application in response to this RFA may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a



result of this RFA will be made accessible to the public online via the website Transparent NH ([www.nh.gov/transparentnh/](http://www.nh.gov/transparentnh/)). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

- 2.7.3. Insofar as an Applicant seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Applicant must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Application section the specific information the Applicant claims to be exempt from public disclosure pursuant to RSA 91-A:5. **The Applicant is strongly encouraged to provide a redacted copy of their application.**
- 2.7.4. Each Applicant acknowledges that the OPLC is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The OPLC shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event the OPLC receives a request for the information identified by an Applicant as confidential, the OPLC shall notify the Applicant and specify the date the OPLC intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Applicant's responsibility and at the Applicant's sole expense. If the Applicant fails to obtain a court order enjoining the disclosure, the OPLC may release the information on the date the OPLC specified in its notice to the Applicant without incurring any liability to the Applicant.

## **2.8. Non-Commitment**

Notwithstanding any other provision of this RFA, this RFA does not commit the OPLC to award a Contract. The OPLC reserves the right to reject any and all Applications or any portions thereof, at any time and to cancel this RFA and to solicit new Applications under a new Application process.

## **2.9. Request for Additional Information or Materials**

The OPLC may ask any Applicant to provide additional information or materials needed to clarify information presented in the Application. Such a request will be issued in writing and will not provide an Applicant with an opportunity to change, extend, or otherwise amend its Application in intent or substance.

## **2.10. Liability**

By submitting an Application in response to this RFA, an Applicant agrees that in no event shall the State be either responsible for or held liable for any costs incurred by an Applicant in the preparation or submittal of or otherwise in connection with an Application, or for work performed prior to the Effective Date of a resulting contract.

## **2.11. Oral Presentations and Discussions**

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The OPLC reserves the right to require some or all Applicants to make oral presentations of their Application. The purpose of the oral presentation is to clarify and expound upon information provided in the written application. Applicants are prohibited from altering the original substance of their Applications during the oral presentations. The OPLC will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Applicant.



## **2.12. Successful Applicant Notice and Contract Negotiations**

If an Applicant(s) is selected, the OPLC will notify the successful Applicant(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the OPLC successfully completes negotiations with the selected Applicant(s), all submitted Applications remain eligible for selection by the OPLC. In the event contract negotiations are unsuccessful with the selected Applicant(s), the evaluation team may recommend another Applicant(s). The OPLC will not contact Applicant(s) that are not initially selected to enter into contract negotiations.

## **2.13. Scope of Award and Contract Award Notice**

- 2.13.1. The OPLC reserves the right to award a service, part of a service, group of services, or total services and to reject any and all Applications in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.
- 2.13.2. If a contract is awarded, the Applicant must obtain written consent from the OPLC before any public announcement or news release is issued pertaining to any contract award.

## **2.14. Site Visits**

The OPLC may, at its sole discretion, at any time prior to contract award, conduct a site visit at the Applicant's location or at any other location deemed appropriate by the OPLC, to determine the Applicant's capacity to satisfy the terms of this RFA. The OPLC may also require the applicant to produce additional documents, records, or materials relevant to determining the Applicant's capacity to satisfy the terms of this RFA. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the Applicant.

## **2.15. Protest of Intended Award**

Any challenge of an award made or otherwise related to this RFA shall be governed by RSA 21-G:37, and the procedures and terms of this RFA. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFA. In the event that any legal action is brought challenging this RFA and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

## **2.16. Contingency**

Aspects of the award may be contingent upon changes to state or federal laws and regulations.

## **2.17. Ethical Requirements**

From the time this RFA is published until a contract is awarded, no Applicant shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Applicant that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA



640:2. Any Applicant who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting an Application to this RFA, or similar request for submission and every such Applicant shall be disqualified from submitting any Applicant or similar request for submission issued by any state agency. An Applicant that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

### 3. Application Process

#### 3.1. Overview

- 3.1.1. Application documents must be presented in the order indicated below.
- 3.1.2. Applications must conform to all instructions, requirements and contents indicated below.
- 3.1.3. The OPLC must receive the Application by the time and date specified in the Procurement Timetable in Section 3 and in the manner specified or it will be rejected as non-compliant, unless waived by the OPLC as a non-material deviation.
- 3.1.4. The OPLC will conduct an initial screening step to verify Applicant compliance with the submission requirements of this RFA. The OPLC may waive or offer a limited opportunity for an Applicant to cure immaterial deviations from the RFA requirements if it is determined to be in the best interest of the OPLC.
- 3.1.5. Late submissions that are not accepted will remain unopened and will be discarded. Submission of the Application shall be at the Applicant's expense.

#### 3.2. Application Content

- 3.2.1. A **Transmittal Cover Letter** on the Applicant's letterhead that must:
  - 3.2.1.1. Reference, "**RFA-2024-03-BDMED**;"
  - 3.2.1.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the Applicant to contractually obligate the agency or individual;
  - 3.2.1.3. Acknowledge that the Applicant has read this Request for Application, understands it, and agrees to be bound by its requirements;
  - 3.2.1.4. Contain the date that the Application was submitted; and
  - 3.2.1.5. Be signed by an individual who is authorized to bind the Applicant to all statements, including services and prices contained in this Request for Application.
- 3.2.2. **Mandatory Responses** to RFA Questions in Subsection 1.5.



- 3.2.3. **Resume** of key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this RFA.
- 3.2.4. **Licenses, Certificates and Permits** as required by this Request for Application.
- 3.2.5. **Current Certificate of Insurance**
- 3.2.6. **Three (3) references for the Applicant.** The Applicant must submit three (3) written references from individuals or organizations who have knowledge of the Applicant’s capability to deliver services applicable to this solicitation. A current OPLC employee will not be considered a valid reference:
  - 3.2.6.1. Each written reference must include current contact information, a description of work performed, quality of work, and dates of performance.
  - 3.2.6.2. The OPLC may contact a reference to clarify any information.
- 3.2.7. **Affiliations – Conflict of Interest Statement** regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

**3.3. Procurement Timetable and Contact Information**

3.3.1. Schedule of Events

Item	Action <i>(All times are according to Eastern Standard Time. The OPLC reserves the right to modify these dates at its sole discretion.)</i>	Date
1.	RFA Release Date	November 28, 2023
2.	RFA Applicant Questions Submission Deadline	December 8, 2023 4 pm
3.	OPLC Responses to Questions Published	December 12, 2023
4.	Application Submission Deadline	December 22, 2023 4 pm

- 3.3.2. All questions and applications must be submitted electronically to [OPLC.Contracts@opl.c.nh.gov](mailto:OPLC.Contracts@opl.c.nh.gov).
- 3.3.3. From the date of release of this RFA until an award is made and announced regarding the selection of an Applicant, all communication with personnel employed by or under contract with the OPLC regarding this RFA is prohibited unless first approved by the RFA Point of Contact listed in Paragraph 3.3.2, herein. OPLC employees have been directed not to hold conferences and/or discussions concerning this RFA with



any potential contractor during the selection process, unless otherwise authorized by the RFA Point of Contact. Applicants may be disqualified for violating this restriction on communications.

### **3.4. Applicant's Questions and Answers**

- 3.4.1. All questions about this RFA, including but not limited to requests for clarification, additional information or any changes to the RFA must be made in writing, citing the RFA page number and part or subpart, and submitted by email to the Contract Specialist identified in Paragraph 3.3.2.
- 3.4.2. The OPLC may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 3.4.3. Questions must be submitted by email; however, the OPLC assumes no liability for ensuring accurate and complete email transmissions.
- 3.4.4. Questions must be received by the deadline provided in Paragraph 3.3.1, Procurement Timetable.
- 3.4.5. Written answers to questions received will be published on the OPLC's website on or about the date indicated in Paragraph 3.3.1, Procurement Timetable.

### **3.5. Validity of Application**

Applications must be valid for one hundred eighty (180) days following the deadline for submission in the Procurement Timetable above, or until the Effective Date of any resulting Contract, whichever is later.

## **4. Appendices**

- 4.1. Appendix A – P-37 General Provisions and Standard Exhibits (*for reference only-do not return*)**