



REQUEST FOR PROPOSALS

Independent Review Organization - Medical Necessity Consulting/Advisory Services

PROCUREMENT ISSUED BY:

KENT COUNTY CMH AUTHORITY d/b/a NETWORK180
790 Fuller Ave NE, Grand Rapids, Michigan 49503
www.network180.org

Issue Date:	June 9, 2026
Deadline to Submit Questions:	June 19, 2026
Deadline to Submit Proposals:	July 2, 2026
Contract Start Date:	October 1, 2026

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1. OVERVIEW

Kent County CMH Authority d/b/a Network180, the Community Mental Health Authority in Kent County, seeks an Independent Review Organization (vendor) to perform advisory professional external review organization consulting services, directly and through its Board certified medical review specialist and consultants in psychiatry, addition medicine, and behavioral health care, as described in Section 3 - Scope of Services.

Network180 is a community mental health authority under the Michigan Mental Health Code and is part of the Lakeshore Regional Entity Pre-Paid Inpatient Health Plan (PIHP). Its programs and services are supported and funded, in part, by the Kent County Board of Commissioners and the Michigan Department of Health and Human Services and are administered by the Kent County Community Mental Health Authority Board.

Visit <https://www.network180.org/> for additional information about Network180 and its current services and activities.

2. PROCUREMENT DETAILS

A. *Deadline*

The deadline for submission of proposals is **5:00 p.m. Eastern on July 2, 2026**. Proposals received after this date and time will not be considered.

B. *Method and Form of Submission*

Proposals must be submitted by email to Network180 at procurement@network180.org. The email's subject line must include the title of this RFP. The contents of the proposal, including file type and content requirements, are defined below in Section 5 – Content of Proposal.

C. *Questions and Responses*

Bidders may submit written questions regarding this RFP to Network180 by emailing procurement@network180.org no later than **5:00 p.m. Eastern on June 19, 2026**.

Responses to written questions submitted before the date identified above will be posted at <https://www.network180.org/procurement> by **5:00 p.m. Eastern on June 24, 2026**.

D. *Modifications*

Network180 reserves the right to withdraw the procurement opportunity at any point during the process, and to update and/or modify the requirements of this procurement opportunity at any time. Modifications to this procurement opportunity will be posted at <https://www.network180.org/procurement>.

E. *Acceptance of Proposal Content*

The contents of the proposal of the successful bidder will become obligations of the awarded contract. Failure of the successful bidder to accept these obligations may result in cancellation of the contract.

F. Rejection of Proposals

Network180 reserves the right to reject any or all proposals submitted responsive to this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of Network180.

Network180 does not intend to award a contract solely based on any response made to this request or otherwise pay for the information solicited or obtained. Network180 may request clarification from any bidder under active consideration and may give any Bidder an opportunity to correct defects in its proposal.

G. Proposal Evaluations

Submitted proposals will be evaluated by a procurement review team in the following areas:

- 1) Vendor Eligibility/Adherence to RFP Instructions (10%)
- 2) Vendor Experience (35%)
- 3) Services Proposal (35%)
- 4) Cost Proposal (20%)

H. Contract Award(s)

Bidders will be notified in writing of the decision to award/not award a contract for submissions under this procurement opportunity. Network180 reserves the right to award one or more contracts, or to make no award at all, under this procurement process.

The successful bidder selected through this process will be awarded a contract beginning October 1, 2026. This contract may be renewed annually up to four (4) years, based on Network180's continued need for services and evaluation of vendor performance.

The contract will substantially be in the form of Exhibit A – Services Agreement, which may be referenced below.

I. Right to Re-Bid

Network180 reserves the right to rebid all or some components of this Request for Proposals (RFP) in the event of significant changes to Medicaid Policy or other future federal, state, or locally applicable laws, regulations, or policies.

J. Incurring Costs

Network180 is not liable for any cost incurred by bidders prior to issuance of a contract.

K. Disclosure

All information submitted in response to this public Request for Proposals may be divulged under the provisions of the Freedom of Information Act (FOIA). Confidential or proprietary information cannot be shielded from disclosure under the FOIA requirements for a public bid process.

L. Appeals

Appeals are limited to alleged violations of the procurement process and may not address the qualitative review by the review teams. It is bidder's responsibility to become familiar with and fully informed regarding the terms, requirements, and specifications of this RFP. Lack of understanding and/or misinterpretation of any part of this RFP is not cause for an appeal.

Appeals must be submitted in writing by email to procurement@network180.org within ten (10) days of the date on which Network180 sends its decision to award/not award a contract to the contact listed on the bidder's submission, and must contain the following:

- 1) An identification of alleged violation(s) of the procurement process;
- 2) Specific information supporting the alleged violation(s); and
- 3) Indication of whether bidder will be represented by legal counsel during the appeal process, and if so, contact information for legal counsel.

3. SCOPE OF SERVICES

Network180 seeks an Independent Review Organization (“vendor”) to perform advisory professional external review organization consulting services, directly and through its Board certified medical review specialist and consultants in psychiatry, addition medicine, and behavioral health care (the “Peer Reviewers”), and to render advisory consulting services on matters of medical necessity and/or medical appropriateness of treatment on cases requested by Network180.

Advisory services relate to reviews of inpatient/crisis residential/partial hospitalization criteria for medical necessity for adults and children with serious mental illness, serious emotional disturbance, intellectual and developmental disabilities, and co-occurring disorders.

Vendor will provide advisory consulting services on matters concerning medication management and medical necessity and/or medical appropriateness of mental health and substance use disorder services as requested by Network180. Such reviews shall be completed within time frames mutually agreed upon by Vendor and Network180. Upon completion of an advisory review or consultation, Vendor shall provide a report, including advisory opinions, to Network180.

Estimated Annual Volumes

In the 18-month period preceding release of this RFP, Network180 processed approximately 322 Adverse Benefit Determinations following denial of continued stay for inpatient hospitalization, partial hospitalization, or crisis residential services. Network180 also processed approximately 150 provider requests for reconsideration of a claims denial (9 expedited and 141 standard).

Over the same 18-month period, Network180 submitted between 2-8 cases per week to its current IRO, of the following types:

- 116 inpatient
- 4 partial hospitalization
- 11 crisis residential
- 2 ECT

Expected Timeframes for Completion of Reviews

Vendor will make available Peer Reviewers to commence such consulting services within a reasonable period of time after receiving a request for case review from Network180. Network180 requires that standard reviews are completed (from time of assignment to completion of review) within 30 calendar days. All services provided in response to a case review request shall be deemed completed upon

delivery of vendor’s final report responsive to such request; however, vendor will promptly respond to follow-up clarification questions when a final report is unclear, incomplete, or has an error.

Network180 requires that expedited reviews are completed (from time of assignment to completion of review) within 2 business days.

Clinical Reviewer Requirements

- All clinical reviewers assigned to Network180 appeal cases must meet the following minimum qualifications: Licensed physician, board-certified psychiatrist, addictionologist, or licensed behavioral health clinician with an active, unrestricted license in good standing and clinical expertise appropriate to the type of review requested.
- For physician advisor reviews, third-party reconsideration reviews, expedited reviews, standard reviews, retrospective reviews, and peer-to-peer consultations, the assigned reviewer must be a board-certified psychiatrist, addictionologist, or physician with similar credentials and clinical expertise to those who typically treat the condition or health concern under review.
- Demonstrated clinical experience in inpatient psychiatric care, behavioral health treatment, substance use disorder treatment, and medical necessity review.
- Current knowledge of evidence-based clinical criteria used for behavioral health level-of-care determinations, including inpatient psychiatric hospitalization, partial hospitalization, and crisis residential programming. Familiarity with applicable criteria, standards, and requirements, including the Michigan Medicaid Provider Manual, MCG Behavioral Health Care Guidelines, ASAM criteria as applicable, the Michigan Mental Health Code, and federal, state, regional, PIHP, and Network180 requirements.
- Free from any conflict of interest with Network180, its contracted providers, or the member whose case is under review.

Vendor Accreditation Requirements

Vendor must hold current, active accreditation as an Independent Review Organization (IRO) issued by URAC (Utilization Review Accreditation Commission). Accreditation must be in good standing at time of proposal submission and maintained for the duration of any resulting contract.

Vendors holding URAC Health Utilization Management (HUM) accreditation in addition to IRO accreditation are preferred. Proof of current accreditation status must be submitted with the proposal response.

Additional Terms

Vendor shall require that its Peer Reviewers use their best medical and clinical judgment in performing consulting services hereunder and to render advisory recommendations to Network180 in accordance with standard medical practice and Network180’s applicable policies and procedures. Peer Reviewers shall not perform any type of professional or diagnostic or treatment services, or any other direct medical care in the carrying out of the duties of this Agreement.

Vendor shall screen the Peer Reviewer for conflicts of interest on the case prior to assigning the Peer Reviewer.

Notwithstanding any advisory recommendation which may be made by vendor, it is expressly acknowledged by both parties that Network180 shall at all times remain responsible for making any determination concerning the medical necessity of a proposed or rendered service which impacts the provision of benefits to a Network180 member for such service. Vendor shall only be deemed to be providing advisory services with respect to such recommendations; and shall not be construed to be making final determinations, claims processing, or employee payment determinations or other similar determinations. All such authority and responsibility for such determinations remain with Network180.

4. VENDOR ELIGIBILITY/REQUIREMENTS

A. Vendor Accreditation

Vendor must hold current, active accreditation as an Independent Review Organization (IRO) issued by URAC (Utilization Review Accreditation Commission). Accreditation must be in good standing at time of proposal submission and maintained for the duration of any resulting contract.

Vendors holding URAC Health Utilization Management (HUM) accreditation in addition to IRO accreditation are preferred. Proof of current accreditation status must be submitted with the proposal response.

B. Contract Terms

Vendor will execute a contract with Network180, which will include the terms stated in Exhibit A – Services Agreement. The services and cost proposals submitted responsive to this RFP will be the basis of the contract's Statement of Work and Compensation Schedule.

C. Conflicts of Interest

Bidders must disclose any actual, potential, or perceived conflicts of interest with Network180 relating to this RFP and the services described herein.

D. Debarment and Suspension

Bidders must acknowledge that they agree to comply with Federal regulation 42 CFR Part 180 and certifies they: 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; 2) have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; 3) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above, and 4) have not had one or more public transactions (federal, state, or local) terminated for cause or default.

5. CONTENT OF PROPOSAL

Proposals must be submitted by email to procurement@network180.org. The subject line of the email must be: *Proposal – Independent Review Organization*.

The Bidder’s email submission must include only the attachments listed below. Bidder must follow the format and content requirements below to address each item.

A. Vendor Eligibility Form

- Attach one (1) PDF file responsive to Section 4 - Vendor Eligibility/Requirements, using the template shown in Exhibit B – Vendor Eligibility Application.
- The template is available for download at <https://www.network180.org/procurement>.
- Name the attachment: *[Vendor Name] - Vendor Eligibility Application*

B. Services Proposal

- Attach one (1) PDF file containing your services proposal, no longer than 3 pages.
- Name the Word attachment: *[Vendor Name] - Services Proposal*
- If you are awarded a contract under this RFP, the contents of your services proposal will be the basis of the contract’s Statement of Work.

C. Evaluation Questions and Cost Proposal

- Attach one (1) PDF file containing your responses to the Evaluation Questions and your cost proposal, using the template shown in Exhibit C – Evaluation Questions and Cost Proposal.
- The template is available for download at <https://www.network180.org/procurement>.
- Name the attachment: *[Vendor Name] – Evaluation Criteria and Cost Proposal*
- If you are awarded a contract under this RFP, the contents of your cost proposal will be the basis of the contract’s Compensation Schedule.
- Include all costs, as additional costs not identified in the cost proposal will not be awarded as part of this procurement.
- Network180 is a tax-exempt organization.

D. References

- Attach one (1) PDF file containing three (3) references from current clients. Clients should be healthcare organizations which provide similar services to Network180.
- Name the PDF attachment: *[Vendor Name] – References*
- References must include contact information for the reference, as well as a brief summary of the type of services performed for the referenced organization.
- References will be checked by Network180.

Please be advised that ALL information submitted in response to public Request for Proposals may be divulged under the provisions of the Freedom of Information Act (FOIA). Confidential or proprietary information cannot be shielded from disclosure under the FOIA requirements for a public bid process.

EXHIBIT A – SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made between Kent County CMH Authority d/b/a Network180 (“Network180”), with a principal place of business at 790 Fuller Ave NE, Grand Rapids, MI 49503, and **Vendor Name** (“Contractor”), with a principal place of business at **Vendor Address**, hereby collectively referred to as “Party” or “Parties.”

WHEREAS, Network180 is a Community Mental Health Services Program created to operate, pursuant to 1974 PA 258, the Michigan Mental Health Code, as amended (“Mental Health Code”); and

WHEREAS, Network180 is in need of specific services and Contractor is qualified and willing to provide such services; and

WHEREAS, Network180 agrees to purchase these services from Contractor according to the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1) Services Performed by Contractor

Contractor agrees to perform Independent Review Organization Services for Network180 as identified in **Attachment A - Statement of Work**, which is incorporated in this Agreement by reference.

2) Term

This Agreement will commence on October 1, 2026 and will expire on September 30, 2027, unless amended or terminated as set forth herein.

3) Compensation Schedule

Contractor will be compensated at the rate of **TBD**.

4) Total Liability

Network180’s total liability to Contractor under this Agreement will not exceed **TBD** and is subject to Network180 receiving funds from its funders for such purposes.

5) Invoices and Payments

6) Unless otherwise agreed upon in writing, payment is due thirty (30) days after invoicing. Contractor will submit monthly invoices to Network180, listing services provided by date, to:

ATTN: **TBD**
Network180 Accounts Payable
790 Fuller Ave NE
Grand Rapids, MI 49503
accounts.payable@network180.org

7) Insurance Requirements

Contractor will maintain liability insurance in effect during the term of this Agreement, and to provide Network180 with a certificate evidencing such coverage, at the following minimum coverage levels:

- **General Commercial.** \$1,000,000/occurrence and \$2,000,000/aggregate
- **Professional (Errors and Omissions).** \$1,000,000/occurrence and \$3,000,000/aggregate
- **Privacy and Security (Cyber Security).** \$1,000,000/occurrence and \$1,000,000/annual aggregate; must cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability

- Workers' Compensation and unemployment insurance coverage for Contractor's employees. As required by law; unless Contractor has a valid WC-337 Notice of Exclusion on file with the Michigan Workers' Compensation Agency or is a sole proprietor within the meaning of the Workers' Disability Compensation Act of Michigan and has no employees.

8) Quality Assurance

Contractor will perform the services in a timely, professional, safe, and workmanlike manner consistent with standards in Contractor's trade, profession, or industry; and will meet or exceed the performance and operational standards and specifications of the Agreement. Contractor will provide all goods and/or services in good quality, with no material defects, agrees not to interfere with Network180's operations, and will obtain and maintain all necessary licenses, permits, or other authorizations necessary for performance of the Agreement.

9) Licensure and Certification

Contractor agrees to maintain in full force and effect any licensing required as a condition of performing services under this Agreement, and to ensure services will be provided by staff who are licensed or certified under applicable State statutes, regulations, policies, or guidelines applicable to the delivery of such services under this Agreement.

Contractor agrees to notify Network180 immediately if any such license, certification, or participation is hereafter the subject of an investigation or limited, suspended, or terminated for any reason during the term of this Agreement, or if any State licensure or certification is under investigation at any point during the term of this Agreement.

10) Criminal Background Checks

Contractor will require and conduct criminal background checks prior to hire, and at least every two years thereafter, for all persons (staff, management, and non-management) providing services to or interacting with individuals served by Network180, or all persons (staff, management, and non-management) who have authority or ability to access or create any financial information or records of individuals served pursuant to this Agreement.

- a) Criminal history checks must be completed through the State of Michigan Licensing Regulator Affairs' ("LARA") Workforce Background Check system (also known as "Rapback"); Internet Criminal History Access Tool ("ICHAT"), or other service approved by Network180.
- b) Contractor will have written procedures in place to respond to criminal history reports.
- c) Contractor must notify Network180 immediately if any board member or owner has been convicted of a felony or misdemeanor related to patient abuse, health care, or any type of fraud, a controlled substance, or any obstruction of any investigation.

11) Exclusion, Suspension, Debarment

Contractor certifies that it is registered in the System for Award Management (SAM) and has a valid Unique Entity Identifier (UEI). Contractor further certifies that it is not listed on the government-wide Excluded Parties List System in SAM.

Federal regulations and State law preclude reimbursement for any services ordered, prescribed, or rendered by any provider who is currently suspended for terminated from direct or indirect participation in the Michigan Medicaid program or Federal Medicare program. Contractor must ensure the Exclusion of Certain Persons and Entities from Participation in Medicare and State Health Care Programs, including Social Security Act Sections 1128, 1128A, 1156; 42 CFR §438.214, §455.100.

Contractor certifies to the best of its knowledge and belief that its board members, owners, and employees, as applicable:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;

- b) Have not within a five (5) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated above; and
- d) Have not within a five (5) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

In the event Contractor becomes excluded, suspended, or debarred in the future, Contractor will immediately notify Network180 and acknowledges that Network180 may immediately terminate this Agreement without liability retroactive to the effective date of the exclusion, suspension or debarment.

Contractor will ensure an initial examination of federal and state databases of excluded parties and litigation checks are conducted on Contractor's board members, owners, and employees, as applicable. Such examination will take place at the time of hire, and monthly thereafter, for all employees of Contractor, members of Contractor's Board of Directors, and, if applicable, owners or those with controlling interests.

12) Compliance with Applicable Laws

Contractor shall comply with the following, if applicable:

- a) The Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
- b) The Copeland "Anti-Kickback" Act (40 U.S.C. 3145 et seq.), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States");
- c) The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- d) The requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency;
- e) All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387);
- f) All mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq.); and
- g) The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et seq.) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 et seq.), FAR 52.203.11 and 52.203.12.

13) Non-Discrimination

Contractor will not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy.

Contractor will comply with all applicable federal and state laws, rules, and regulations prohibiting discrimination. These include, but are not limited to:

- a) Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.);
- b) Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.);
- c) MCL 15.342 Public Officer or Employee prohibited conduct;
- d) Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 104 Stat 328 (42 U.S.C. 12101 et seq.), as amended;

- e) Office of Civil Rights Policy Guidance on the Title IV Prohibition Against Discrimination as it Affects Persons with Limited English Proficiency; and the regulations of the U.S. Department of Health and Human Services issued thereunder (45 CFR, Part 80, 84, 86 and 91);
- f) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination based on race, color, or national origin;
- g) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
- h) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
- i) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;
- j) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;
- k) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination based on alcohol abuse or alcoholism, and
- l) Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290dd-2), as amended, relating to the confidentiality of alcohol and drug abuse patient records.

Any breach under this section is considered a material breach.

14) Conflicts of Interest

Contractor will comply with the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2). Contractor will uphold high ethical standards and be prohibited from the following:

- a) Holding or acquiring an interest that would conflict with this Agreement;
- b) Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
- c) Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or
- d) Paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of this Agreement.

Contractor will immediately notify Network180 of any violation or potential violation of these standards.

15) Mandatory Disclosures

Contractor will notify Network180 immediately, and acknowledges that Network180, in its sole discretion, may immediately terminate this agreement without liability, upon any of the following:

- a) Contractor will immediately disclose to Network180 when there is litigation initiated against Contractor.
- b) Contractor will immediately disclose to Network180 any information regarding the ownership or control by a person convicted of a criminal offense described under Sections 1128(a)(b) and 1128(b)(1)-(3) of the Social Security Act and if any employee, whether directly hired or under contract, any member of the Board of Directors, or any person with any arrangement with Contractor has been convicted of a criminal offense described under Section 1128(a) of the Social Security Act.
- c) Contractor agrees to immediately notify Network180 of any threatened, proposed, or actual exclusion of Contractor or its staff from any federally funded health care program.
- d) Contractor will furnish Network180 notice of proof of Contractor's authority to conduct business in the State of Michigan and in what business capacity (e.g., corporation, limited liability company, partnership) prior to commencing the provision of services under this Agreement.
- e) Notice of any related organization of Contractor per alliance, affiliation, joint venture, parent/subsidiary, or other similar business relationship that Contractor is a party to during the term hereunder.

16) Confidentiality

Contractor agrees to treat as confidential all business affairs and information of Network180 that is not already legally available to the general public through other sources and not as a result of any prior wrongful disclosure by Contractor, including but not limited to any information shared pursuant to this Agreement. Contractor shall not disclose such information, nor the contents of this Agreement, to any third party except to its trustees, officers, agents, or fiduciaries who have a legitimate need to know such information in the performance of their duties, and who are bound by confidentiality obligations no less restrictive than those set forth herein. Disclosure may be made only as required by law or as otherwise permitted under this Agreement. The confidentiality obligations under this clause shall survive the termination or expiration of this Agreement.

17) Protected Health Information (PHI)

In the performance of services under this Agreement, and only as needed to carry out financial or administrative activities related to health care, Contractor may have access to Protected Health Information of individuals receiving services. The Parties hereby agree to appropriately use and safeguard Individuals' PHI provided or disclosed to each other and to keep such information in strictest confidence in order to protect the privacy of all individuals. If required, Contractor will provide individuals with a Notice of Privacy Practices.

Network180 and Contractor will maintain the confidentiality, security, and integrity of individuals' PHI that is used in connection with the performance of this Agreement to the extent and under the conditions specified by the Health Insurance Portability and Accountability Act ("HIPAA"), the Michigan Mental Health Code, the Michigan Public Health Code (1978 PA 368, as amended), and 42 CFR Part 2.

Both Parties agree that they will comply with HIPAA's Privacy Rule, Security Rule, Transaction and Code Set Rule and Breach Notification Rule, and 42 CFR Part 2, as now existing or may be amended later, with respect to all PHI and SUD information that it generates, receives, maintains, uses, discloses, or transmits in the performance of its functions pursuant to this Agreement.

Network180 and Contractor will enter into a HIPAA Business Associate and Qualified Service Organization Agreement listing Network180 as the Covered Entity that complies with applicable laws.

18) Termination

Either Party may terminate this Agreement without cause by providing thirty (30) days' prior written notice to the other Party. Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches any provision of this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice thereof, or as otherwise expressly permitted in this Agreement.

Any termination of this Agreement will not relieve either party of the obligations properly incurred prior to the effective date of such termination. Contractor will be entitled to full payment for services properly performed in accordance with the terms of this Agreement prior to the effective date of termination.

19) Stop Work Order

Network180 may suspend any or all activities under this Agreement at any time. Network180 will provide Contractor with a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Network180 will not pay for activities, Contractor's incurred expenses or financial losses, or any additional compensation during a stop work period.

20) Independent Contractor Relationship

Contractor acknowledges and agrees that its performance of any and every services under this Agreement is as an independent contractor and not as an employee, agent, or representative of Network180. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the Parties. Contractor has and shall have no authority to bind Network180 or incur any obligation on its behalf. Contractor is solely responsible for all taxes, withholdings, insurance, and other statutory, regulatory, or contractual obligations of any kind, including but not limited to workers' compensation and unemployment insurance. Contractor acknowledges and agrees that any persons through whom it provides services under this

Agreement are its employees, that there is no co-employment relationship with Network180, and that its employees are not eligible to participate in or receive coverage through any employee benefit plan sponsored by Network180.

21) Liability and Indemnification

Contractor will be solely responsible for, and will defend, indemnify, and hold harmless Network180 and its officers, directors, agents, and employees from all claims, liabilities, and expenses (including but not limited to reasonable attorney fees and costs) arising out of any act or omission by Contractor or any of its agents, employees, or subcontractors in connection with the goods and/or services to be provided under this Agreement.

Network180 does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or arising under or from services performed or omissions occurring in the course of services performed under this Agreement.

22) Notices

Any notices required or permitted under the terms of this Agreement will be in writing and will be deemed to have been given if: (i) sent by certified or registered mail, return receipt requested, with adequate postage; or (ii) sent by email if such email obtains a receipt to confirm delivery.

If to Network180:

790 Fuller Ave NE
Grand Rapids, MI 49503
contracts@network180.org

If to Vendor Name:

Vendor Address

23) Entire Agreement

This Agreement, including any attachments or exhibits hereto, constitutes the entire Agreement between Contractor and Network180. Any changes to this Agreement will be valid only if made in writing and executed by all Parties through an amendment to this Agreement.

24) Conflicting Terms

In the event of any conflict or inconsistency between the terms of this Agreement and any attachment, exhibit, schedule, or other document incorporated herein by reference, the terms of this Agreement shall prevail and govern.

25) Severability

If any part of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement will continue in full force and effect.

26) Assignment of Rights, Delegation of Duties, Subcontracts

Contractor may not assign, delegate, or in any way transfer, any interest or obligation set forth in this Agreement (including by subcontract) without the prior written consent of Network180. Any assignment of rights, delegation of duties, or subcontracts resulting from assignment or delegation must contain the terms of this Agreement.

27) Governing Law

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. The Parties acknowledge and agree that they are subject to the personal jurisdiction of the state courts of Michigan and the federal courts sitting in Michigan; that venue for any action arising from this Agreement or any act or omission under this Agreement is properly and exclusively laid in Kent County, Michigan or the Western District of Michigan federal court, and that all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles.

EXHIBIT B – VENDOR ELIGIBILITY APPLICATION

Vendor Eligibility Application template may be downloaded from <http://www.network180.org/procurement>

VENDOR ELIGIBILITY APPLICATION	
<p>ALL INFORMATION IS REQUIRED TO BE COMPLETED AND IS SUBJECT TO VERIFICATION <i>(If any fields are left blank this document will be sent back for completion)</i></p>	
RFP PROPOSAL:	<input type="checkbox"/> FY26 Independent Review Organization

VENDOR INFORMATION		
Corporate/Legal Name:		
Organization/DBA Name:		
Organization Mailing Address:		
City:	State:	Zip Code:

CONTACT INFORMATION	
Name:	Phone:
Title:	Email:

CONTRACT TERMS	Yes	No
1. Does Vendor agree to enter into a contract in the form of Exhibit B – Services Agreement for services awarded responsive to this RFP?	<input type="checkbox"/>	<input type="checkbox"/>
<p>If you answered No to #1, identify contractual changes required by the Vendor. Network180 will consider changes requested but does not agree to make any such changes.</p>		

CONFLICTS OF INTEREST	Yes	No
<p>2. Conflicts of interest may be actual, potential, or perceived. A conflict of interest may exist even if no unethical, improper, or illegal act results from it.</p> <ul style="list-style-type: none"> An actual conflict of interest occurs when a person uses or attempts to use their official position to secure benefits, privileges, exemptions or advantages for self, relatives, or organization with which the person is associated which are different from those available to the general public. A potential conflict of interest may exist if an applicant/provider has relationships, affiliations, or other interests that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. A perceived conflict of interest is any situation in which a reasonable person would conclude that conflicting duties or loyalties exist. <p>Does Vendor or any of its officers, directors, management officials, or any persons controlled by Vendor (employees or agents performing services) have a real, potential, or perceived conflict of interest with Network180?</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>If you answered Yes to #2, provide a detailed description:</p>		

CERTIFICATION, RELEASE, AND SIGNATURE

As an authorized signatory of Vendor, I hereby certify that all information contained in this proposal, including all attachments thereto, is accurate, complete, and true.

I understand that in making this proposal to Network180, Vendor acknowledges that they agree to comply with Federal regulation 42 CFR Part 180 and certifies that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated above, and;
4. Have not had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that in making this proposal to Network180, Vendor agrees to the following:

1. Any information contained in this proposal which subsequently is found to be false could result in denial of Vendor’s proposal or termination of any resulting contract with Network180;
2. All the information contained in this proposal or its attachments is subject to Network180 investigation and review; and
3. This is a proposal only and that submission of this proposal does not automatically result in a contract with Network180.

I understand that in making this proposal to Network180, Vendor authorizes and consents to:

1. Consultation by representatives of Network180 with administrators and members of the organization and/or institutions which Vendor has been or is currently associated with, and others, including references, who may have information bearing on Vendor’s professional competence, character, and ethical qualifications; and
2. Inspection by representatives of Network180 of all documents that may be material to an evaluation of Vendor’s professional competence, character, and ethical qualifications.

FOR VENDOR:

Signature:
Name:
Title:
Date:

EXHIBIT C – EVALUATION QUESTIONS & COST PROPOSAL

Evaluation Questions and Cost Proposal template may be downloaded from <http://www.network180.org/procurement>

Evaluation Criteria

1. How many years of experience does Vendor have in providing these services (reviewing inpatient/crisis residential/partial hospitalization criteria for medical necessity for adults and children with serious mental illness, serious emotional disturbance, intellectual and developmental disabilities, and co-occurring disorders)?
2. Does Vendor provide these services to other Michigan CMHSPs or other public health organizations? (if so, identify the organization(s) and length of time).
3. Does Vendor hold current, active accreditation as an Independent Review Organization (IRO) issued by URAC (Utilization Review Accreditation Commission), and for how long has Vendor held this accreditation?
4. Does Vendor hold current, active URAC Health Utilization Management (HUM) accreditation in addition to IRO accreditation, and for how long has Vendor held this accreditation?
5. Is Vendor able to complete expedited reviews within two business days of request and standard reviews within 30 calendar days of receipt of the clinical packet?
6. Are there any circumstances that may impact these timeframes?
7. What is the Vendor’s process for receiving review requests, obtaining clinical documentation, completing the review, and securely delivering the final report?
8. What information is typically included in the final report?

Cost Proposal

1. Network180 intends to use the services of the awarded vendor for up to five (5) years. What is the maximum annual increase that Vendor may increase rates by year over year?
2. Provide Vendor’s rates (either hourly rates or case rates), as well as any additional costs or comments in the table below.

Case Type	Hourly Rate (\$)	Case Rate (\$)	Additional Costs
Standard			
Expedited			