

# Facility Service Agreement with MPRO for North Dakota Informal Dispute Resolution (IDR) for Nursing Homes – EXHIBIT C

## Description of Work:

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MPRO agrees to act as an impartial, third party preliminary reviewer for the IDR appeal(s) based upon your request prior to the final review and determination to the state agency. The facility requesting an IDR appeal is referred to in this Agreement as the “FACILITY”. Each preliminary IDR review will be completed by at least one qualified professional reviewer. A recommendation will be submitted to the North Dakota Department of Health (NDDH), within 20 days of the receipt of both the case file and this signed service agreement. Citations of substandard quality of care or immediate jeopardy will be reviewed by two qualified professional reviewers for a consensus decision. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a) (7), 60-250.5 and/or 60-300.5, 60-741.5, if applicable.

## Payment:

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By your request, you agree to pay for each tag reviewed according to the following payment schedule:

- Base fee per tag \$160/desk; \$200/telephonic
- Professional Reviewer hourly rate \$145 (1/2 hour minimum –all regular reviews)

MPRO will mail an invoice upon completion of the requested review and **payment is due within 30 days of the invoice**. Please make your check payable to MPRO and mail to 22670 Haggerty Road, Suite 100, Farmington Hills, MI 48335-2611, Attention: Financial Services. MPRO reserves the right to request pre-payment. In the event of non-payment, FACILITY agrees to pay MPRO the collection costs and expenses, including but not limited to attorney fees and costs, incurred in enforcing this Agreement.

## Indemnification:

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You also agree to indemnify and hold MPRO, its directors, officers, employees, physicians, consultants and agents harmless from and against any claims, causes of action, liabilities, costs and /or expenses of any kind arising out of MPRO’s performance of its responsibilities under this agreement associated with any lawsuit against said company, agents and physicians.

## Confidentiality:

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**Confidentiality.** MPRO agrees to treat all information received in the course of its review activities as confidential with respect to persons or entities, with the exception of designated administrators of your facility for communication purposes. MPRO further agrees that such confidential information may not be used for any purpose by MPRO except to fulfill its review obligations.

**Protected Health Information.** MPRO’s employees and reviewers will have access to protected health information furnished by the FACILITY to the extent necessary to carry out MPRO’s responsibilities under this Agreement. MPRO agrees to comply with all relevant requirements of the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR Parts 160 and 164; and with other relevant laws protecting information privacy. MPRO, as a business associate of FACILITY, will sign and comply with the Business Associate Agreement attached hereto as Exhibit D.

**Reviewer Identity.** The Parties acknowledge that MPRO will not disclose to FACILITY the name or other identifying information regarding nurse and physician reviewers who provide services under this Agreement. MPRO will disclose the identity of reviewers) only if required to do so by law.

## Instructions:

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Upon choosing an MPRO review, please complete your information below and sign this form. Mail the signed form along with your supporting documentation to: IDR Review, MPRO, 22670 Haggerty Road, Suite 100, Farmington Hills, MI 48335. For electronic submission instructions visit [www.mproidr.org](http://www.mproidr.org).

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MPRO will not initiate review of the IDR without the Agreement. Please note that NDDH will not delay enforcement actions pending an IDR review.

Facility:	_____	Facility:	<u>MPRO</u> _____
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	<u>President and CEO</u> _____
Date:	_____	Date:	_____