

Facility Service Agreement with MPRO for Wisconsin IDR

Description of Work:

MPRO agrees to act as an impartial, third party reviewer for second-level Informal Dispute Resolution (IDR) reviews. Each IDR review will be completed by at least one qualified Professional IDR reviewer. A determination/decision will be submitted to the Division of Quality Assurance (DQA) by the required deadline, contingent upon the receipt of (1) an original or faxed signed service agreement **if requesting an Expert Reviewer in addition to the Professional Reviewer(s)** and (2) your review materials/documents, including the Statement of Deficiency (SOD) without a Plan of Correction. Please include **two** complete copies of your review materials. Citations of substandard quality of care or immediate jeopardy will be reviewed by two Professional reviewers for a consensus decision.

Payment:

By virtue of your request for an Expert IDR review, you agree to pay the provider's portion of the hourly rate according to the following payment schedule:

Expert reviewer hourly rate of \$250 (DQA pays \$145, provider pays \$105; ½ hour minimum required)

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 the address below with Attention: Financial Services. MPRO reserves the right to request pre-payment.

Cancellation Policy:

You may cancel an IDR request at any time. If review work has begun on the IDR request, you agree to pay Expert time (\$250/hr) that occurred prior to your cancellation. DQA **will not** pay for any expenses if an IDR request is cancelled. MPRO will mail an invoice detailing review time that has accrued as a result of your cancellation. Payment is due within 30 days of the date of the invoice to the address below. **Please fax your cancellation request to MPRO at (248) 305-7093, Attention: IDR Project Manager at any time, Monday through Friday.**

Indemnification:

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:

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.

Instructions:

Please enclose the original, signed, service agreement (both pages) with two (2) copies of your IDR review materials to MPRO, at the address below, Attention: IDR Review. MPRO will initiate the review upon receipt of this signed agreement and your review materials. Please note that DQA will not delay enforcement actions pending an IDR review.

The parties have caused this Service Agreement to be signed by their duly authorized representatives and to be effective as of the date signed.

Facility: _____ Facility: MPRO
Signature: _____ Signature: _____
Print Name: _____ Print Name: _____
Title: _____ Title: President and CEO
Date: _____ Date: _____

For mailing of Invoice please provide the correct Name of the Facility and/or Corporation for addressee and mailing address of Facility or Corporation Business Office. Please PRINT.

Facility/Corporation: _____
Name
Address: _____

Contact Person: _____
Phone Number: _____

Effective date: 04/14/08

Revised 03/06/08; 03/09/2010

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.