

RECOMPRESSION SERVICE PROVIDER AGREEMENT

The primary mission of the Divers Alert Network (DAN) is assisting injured recreational SCUBA divers across the globe. DAN Europe and DAN Southern Africa focus on the care and safety of divers in the region defined as the *European time zone* (Europe and Africa, together with the associated islands). The DAN organisations offer insurance benefits to their members to provide them with essential diving medical services when injuries occur; this includes recompression treatment.

DAN wishes to set up a Recompression Service Provider (RSP) agreement with the Life for Madagascar hyperbaric center in Nosy Be (ONG), with the aim of guaranteeing the best possible care for DAN members.

In order to achieve this aim, it is intended to contract with the ONG recompression treatment facility, which is prepared to provide an acceptable level of care and is willing to accept a basic engagement protocol defining essential communication requirements, as detailed in this agreement.

Therefore:

1. The respective DAN member organizations agree to establish a Recompression Service Provider Agreement with the ONG Facility, hereinafter referred to as the Parties.
2. Recompression Chamber Assistance and Partnership Program (RCAPP): DAN currently offers assistance in the form of technical and safety guidance and resources, education and recognition to all participating recompression chamber facilities under the RCAPP. This part has already be provided by DAN, although ongoing assistance will be considered, as needed.
3. Notification: In all cases involving an injured DAN member, the ONG Facility agrees that it will notify the regional DAN organization by telephone or dedicated emergency e-mail, through the respective Diving Emergency Hotline as soon as practically possible. The intent of such notification is to (1) ensure insurance coverage is in place; (2) be informed, as soon as possible, of the proposed clinical management in order to support optimal care through the consultative management of the on-call DAN diving medical specialist; and (3) tassist with transportation, evacuation or hospitalization services as required.
 - (a) Where this is not possible, the DAN organization will guarantee the first emergency¹ treatment on the basis of a sound and defensible diagnosis, with due consideration to any restrictions related to their respective insurance coverage.
 - (b) The ONG Facility will ensure that the DAN organization will have the right to communicate directly with their members at any time during the evaluation and follow-up process, and to offer supplementary diving medical advice.

¹ Emergency implies that symptoms are severe, appear rapidly and within an hour of surfacing. Unconsciousness may occur. Symptoms may be progressing and the diver is obviously ill. The diver may be profoundly dizzy, have trouble breathing or have major abnormalities in consciousness. Obvious neurological injury is present because of altered consciousness, abnormal gait or weakness.

- (c) The ONG Facility will consult with the patient's DAN organization's designated diving medical officer during the treatment of each DAN member, on an ongoing basis, to provide collaborative patient management and to ensure that all services are endorsed for payment.
4. Reimbursement rates: An agreed-upon rate for services will be negotiated between the ONG Facility and the DAN organizations, which will remain subject to review as agreed upon by both Parties from time to time and will be applied uniformly and without variation to the DAN organizations.
 5. DAN Insurance: The ONG Facility understands that DAN's insurance is secondary, and that the services offered to DAN by the ONG Facility are on a secondary insurance basis. This implies that while DAN will guarantee payment, DAN needs to ensure that the primary insurer bears the costs. The relevant support and information required from ONG for DAN to manage the primary insurance thus needs to be assured.
 6. Claim and payment period: Based on mutual agreement to rates outlined in par. 4. above, and on compliance by the ONG Facility to the terms of this Agreement, including prompt membership confirmation and the issue of payment guarantee(s) by the relevant DAN organization, DAN will abide by the following claim-and-payment processing methods:
 - (a) In cases where no other insurance exists, the time for review of the claim, and payment thereof, shall be no more than 30 (thirty) calendar days from the date of the receipt of the completed documentation by the DAN organization (fax & e-mail are acceptable) and in compliance with the provisions of the respective DAN insurance policy restrictions where these apply.
 - (b) All claims will be handled directly by the relevant DAN organizations' central offices, or a previously agreed alternative venue.
 - (c) The payment format (destination, instrument and courier) will be decided by the ONG Facility but shall not take an extraordinary form.
 7. Confidentiality: The specific contents of this agreement are of a confidential nature as between the Parties, and no disclosure to third parties shall take place, unless by previously written authorization of the other party. The spirit of the relationship created however, is that of a relationship of mutual trust and confidence, and as such, the concept of a preferred chamber referral center for the ONG Facility, as well as DAN being the ideal organization and insurance vehicle for safety, may be promoted.
 8. Amendments: To amend or clarify this agreement, it shall be sufficient that both parties do so through their duly authorized representatives, in writing. No single party to this agreement may amend it.
 9. Duration: This agreement shall commence on the date of signature by the ONG Facility and will remain in force until cancelled in writing. Either party is free to terminate the agreement for any reason, provided written notice is presented within 90 days of the intended termination date.

Both Parties agree to honour all commitments undertaken by mutual consent during any notice period.

10. Disputes: Any disputes in interpreting this Agreement that cannot be resolved by consent of both Parties shall be resolved in Arbitration, under International Chamber of Commerce rules (unless both parties agree in writing to a different procedure). The losing party is to bear the winners' and its own expenses.

Signed by the DAN Europe President on behalf of:

DAN Europe

P.O. Box 77 DAN, 64026
Roseto, Italy

Contact Person : Dr Alessandro Marroni

Fax: +39 085 893 0050

Ph: +39 085 893 0333

E-mail: amarroni@daneurope.org

Hotline number: +39-085-8930333

DAN Southern Africa

Private Bag X197, Halfway House, 1685
South Africa

Contact Person: Mr Francois Burman

Fax: +27-21 975 9295

Ph: +27-21 976 9190

E-mail: burman@dansa.org

Hotline number: +27 828 10 60 10

LIFE FOR MADAGASCAR ONG

Chemen de la colline Ambatoloaka Nosy Be

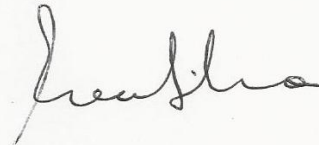
Lifemadagascar@icloud.com – info@lifemadagascar.org

Contact person:

Dr Franco Silva +39 3482216117

Dr.ssa Cristiana Feltri +39 3335703784

Hotline number +261 (0) 324898653



Agreed and accepted this 13 day of july, 2015

