

MEDICAL RESOURCE HOSPITAL AGREEMENT

This Medical Resource Hospital Agreement is between Androscoggin Valley Hospital (hereinafter referred to as "AVH"), 59 Page Hill Road, Berlin, NH, 03570, and Berlin Fire Department. (hereinafter referred to as "Non-Transport Service"). This Medical Resource Hospital Agreement addresses provisions for medical control, protocols, and training.

It is agreed that AVH shall serve as the Medical Resource Hospital for the Non-Transport Service, as defined in NH Administrative Rule Saf-C 5901.91. It is agreed that AVH shall have the following responsibilities:

- Designation of physician to serve as EMS Medical Director who shall have overall responsibility for the medical management of the Non-Transport Service and for the Non-Transport Service's medical accountability for education, local option protocols, leadership, advice, critique, quality control and improvement, medications and treatment modalities.
- Oversight of the patient care procedures and protocols of the Non-Transport Service.
- Serving as the intermediary between the Non-Transport Service and the receiving hospital involving patient care or provider conduct.
- Promotion of initial, refresher and continuing EMS training in the catchment area
- Provision of off-line medical direction via written Local Option Protocols approved by the EMS Medical Director.
- Provision of on-line medical direction via two-way radio or telephone 24 hours a day via the EMS medical Director or designee.
- Education of physician, nurses, and other Hospital staff who will be responsible for or participating in on-line and/or off-line medical control activities, including scope of practice, protocol awareness, and radio procedures.
- Receipt of credentials from Non-Transport Service providers for review and approved by the EMS Medical Director. The EMS Medical Director shall review credentials and/or conduct interviews before issuing approval to practice.
- Implementation of a performance improvement or quality assurance program that will include prospective, concurrent and retrospective components.

It is agree that the Non-Transport Service shall have the following responsibilities:

- Operation of the Non-Transport Service in accordance with New Hampshire Administrative Rules Saf-C 5900.
- Submission to AVH of a list of all current affiliated providers, including their level of licensure. The Non-Transport Service shall notify AVH of any changes to the list within ten (10) days of the change.
- Submission of credentials by all Non-Transport Service providers to the EMS Medical Director. Non-Transport Service providers shall not practice until approved for practice by the EMS medical Director. It is further noted that the EMS Medical Director may withdraw previously granted approval for approval at any time for any reason.

- Provision of a copy of the Non-Transport Service patient care report to all receiving hospitals and AVH.
- Maintenance of training and ALS skills records for all Non-Transport Service ALS providers. Copies shall be made available to the EMS Medical Director or designee upon request.

The Non-Transport Service shall obtain and maintain professional liability insurance to the extent of \$1,000,000/\$3,000,000 issued by a company approved by the New Hampshire Insurance Department. Such insurance policy shall include the Hospital as a certificate holder. If such insurance is provided through a claims made policy, appropriate tail coverage shall also be provided. The Non-Transport Service shall furnish a certificate of insurance to AVH annually and at other times upon request.

This Agreement shall commence on March 21, 2017 and shall expire on _____. This Agreement may be terminated at any time by either party with a 30 day written notice or sooner by mutual consent. This Agreement may be terminated unilaterally by either party in the even the other party has failed to fulfill any of its obligations under this Agreement by providing ten days' written notice of the breach to the other party, unless the breach is corrected within the ten day period.

This Agreement constituted the entire agreement between AVH and the Non-Transport Service and supersedes all prior agreements and undertakings, both written and oral. This Agreement shall not be amended, altered, or otherwise modified unless both of the parties agree in writing to such amendment and/or modification.

The following individuals have read and agree to abide by this Medical Resource Hospital Agreement.

ANDROSCOGGIN VALLEY HOSPITAL

BERLIN FIRE DEPARTMENT

Brian O'Hearn, MBA, BSN, CEN
Chief Nursing Officer/VP, Patient Care Services

Randall Trull
Chief

Donald Kernan, MD
AVH EMS Medical Director

Susan Letendre, RN
Director, Emergency Department

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> City of Berlin City Hall 168 Main Street Berlin, NH 03570	<i>Member Number:</i>	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2016	7/1/2017	Each Occurrence	\$ 5,000,000
<input checked="" type="checkbox"/>	Professional Liability (describe)			General Aggregate	\$ 5,000,000
<input type="checkbox"/>	Claims Made			Fire Damage (Any one fire)	
<input type="checkbox"/>	Occurrence			Med Exp (Any one person)	
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input type="checkbox"/>	Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
Androscoggin Valley Hospital 59 Page Hill Rd Berlin, NH 03570			By: Tammy Denver Date: 4/7/2017 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax