

CITY COUNCIL MEETING

AGENDA ITEM VI



CITY OF FRANKLIN
COUNCIL AGENDA REPORT

City Council Meeting, October 1, 2012

From: Kevin LaChapelle, Fire Chief

Subject: For the Franklin City Council to consider entering into agreement with LRGHealthcare through a MOU (Memorandum of Understanding) in regards to the maintenance and programming of the Fire Departments Sigma IV pumps.

Recommending motion:

1. Councilor moves: "I move the Franklin City Council authorize the City's Fire Chief to sign the said agreement with LRGHealthcare for the maintenance and programming of the Sigma IV pumps."
 2. Mayor asks a second, discussion, and calls the vote.
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Background: Along with many other emergency services throughout the Lakes Region, the Franklin Fire Department capitalized on the opportunity to purchase (2) Sigma IV pumps for a reduced cost through the LRGHealthcare purchasing Department. As a requirement through FDA regulations, an approved drug library must be maintained with the use of these pumps. In an effort to standardize the methods of advanced emergency medical care, local EMS services have been in focused coordination with LRGHealthcare to establish one standardized drug library that will be maintained by the LRGHealthcare Pharmacy. With the approval of this MOU, the software and drug library in the fire department IV pumps will be purchased and maintained by the LRGHealthcare Pharmacy at no cost to the city.

This MOU has been reviewed and approved by the city's legal council

Fiscal Impact: The fiscal impact would be very positive for the City in that this service being provided by LRGHealthcare is in an effort to reduce operational cost for local emergency services.

Alternatives: Not approving this MOU will leave the city with the responsibility to purchase the required software for the fire department to create a FDA approved drug library.

Agreement

THIS AGREEMENT is made this ____ day of _____, 2012 by and between LRGHealthcare, a New Hampshire voluntary corporation, of 80 Highland Street, Laconia, Belknap County, New Hampshire 03246 (hereinafter referred to as "LRGH") and the City of Franklin, a New Hampshire municipal corporation, of 316 Central Street, Franklin, Merrimack County, New Hampshire 03235 (hereinafter referred to as "City").

WHEREAS, the City's ambulances operated by the City's Fire Department have Sigma "smart" drug pumps to administer drugs to patients during ambulance transfers; and

WHEREAS, these pumps have software programs which contain drug libraries to automate drug administration; and

WHEREAS, the City's Fire Department personnel lack the resources and expertise to load and keep the pumps' drug libraries current; and

WHEREAS, LRGH's Pharmacy and Biomedical Engineering Departments have the resources and expertise to load and keep the pumps' drugs libraries current and in accordance with the standards established by LRGH as Medical Resource Hospital for City's ambulance service; and

WHEREAS, LRGH and City agree that LRGH shall provide services to City regarding the Sigma pumps as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. PUMP DRUG LIBRARY ESTABLISHMENT AND MAINTENANCE

LRGH's Pharmacy and Biomedical Engineering Departments will be responsible for establishing and updating (at set intervals) the drug libraries on the Sigma smart pumps owned by this ambulance service (whenever a library update is available, a representative from LRGH Biomedical Engineering Department will notify LRGH's Emergency Medical Services Coordinator who will ensure that the service brings its pumps to LRGH's Biomedical Engineering Department in a timely manner (as determined by the LRGH Biomedical Engineering Department based on its schedule)) if the following criteria are met:

City's ambulance service:

- Agrees to administer medications that are obtained from LRGH and are of the same concentration as those in the pump library.

- Shall administer medications using the **ambulance library only**. If the medication does not exist in the ambulance library, the drug will be run under BASIC and a request made to add the drug to the library on a future update.
- Shall administer drugs within the library limits. If a drug is run outside the limits set, a second staff member must review to ensure accuracy prior to proceeding. Any issues regarding administration outside library limits must be brought to the attention of LRGH's Pharmacy Director.
- Share information on drug protocols used in the field so as to ensure that the library is up to date.
- Clean the pumps prior to return to the LRGH Biomedical Engineering Department.
- Shall be responsible for sending the pumps to Sigma for preventive maintenance as well as for repairs and obtaining any necessary parts. Boxes must be saved for return to Sigma.

Any issues that arise will be brought to the attention of the ambulance service's Medical Director under the Medical Resource Hospital agreement for resolution.

LRGH shall have the right to terminate this agreement in the event City fails to perform its obligations set forth above, or if business conditions prevent LRGH from continuing to offer the services set forth herein.

2. INDEMNIFICATION

The City shall indemnify and hold harmless and defend, at its expense, LRGH, its trustees, officers, and employees from and against claims, demands, suits, judgments, subrogation or other assertions of liability arising out of the negligent actions or omissions of the City of Franklin in connection with this agreement.

3. ENTIRE AGREEMENT

This agreement represents the entire and integrated agreement between the City and LRGH and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the City and LRGH.

4. GOVERNING LAW

The laws of the State of New Hampshire shall govern this agreement.

5. SEVERABILITY

In the event any provision of this agreement shall be held invalid or unenforceable according to law, such invalidity or unenforceability shall not invalidate, or render unenforceable, any other provision hereof. The parties shall enter into good faith

negotiations to address the performance of this agreement in the event of any such holding.

6. NOTICE

Whenever under this agreement notice is required to be given, it shall be in writing, sent by certified mail, return receipt requested, and shall be deemed to have been given on the date when such notice is mailed:

City:	City of Franklin 316 Central Street Franklin, NH 03235	LRGH:	Thomas A. Clairmont President LRGHealthcare 80 Highland Street Laconia, NH 03246
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7. COMPLIANCE WITH LAWS

The parties hereto agree that they shall comply with all pertinent federal, state, and local laws in connection with this agreement and its performance.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, placed their hands and seals on the date first above written.

CITY OF FRANKLIN:

Witness

By: _____
Its City Manager

LRGHEALTHCARE

Witness

By: _____
Thomas A. Clairmont, President