

**AGREEMENT FOR PARTICIPATION IN LOUISIANA EMERGENCY RESPONSE
NETWORK
BY AND BETWEEN
LOUISIANA EMERGENCY RESPONSE NETWORK BOARD
AND
IN REGION**

THIS AGREEMENT FOR PARTICIPATION (sometimes hereinafter referred to as Agreement) is entered into this 1st day of July, 2014 by and between Louisiana Emergency Response Network Board (LERN) and _____ (hereinafter referred to as Participating Hospital) to facilitate participation of Participating Hospital in Region _____ of the Louisiana Emergency Response Network.

WHEREAS, it is incumbent upon the State of Louisiana and public and private healthcare partners and allies to work in concert to safeguard the public health and welfare of Louisiana residents against unnecessary trauma and time-sensitive related deaths and incidents of morbidity;

WHEREAS, La. R.S. 40:2841-2846 establishes the Louisiana Emergency Response Network (LERN) as a public/private cooperative effort between healthcare providers and the State of Louisiana to maximize the integrated delivery of optimal resources for patients who ultimately need acute care for trauma or time-sensitive illness, or for a disaster within the State;

WHEREAS, LERN is responsible for improving access to regional care for trauma and time-sensitive illness or a disaster within the state by developing, implementing, and supporting systems in nine administrative regions within the State of Louisiana;

WHEREAS, LERN is charged with the responsibility to obtain, aggregate, and utilize data related to the integrated and uniform delivery of emergency care resulting from trauma, time-sensitive illness, or a disaster within the State;

WHEREAS, the State of Louisiana has facilities and healthcare partners available to support the initial management and/or definitive treatment of the severely injured, those with time-sensitive illness, or those affected by a disaster within the State;

WHEREAS, hospitals and other healthcare providers agree to use best efforts to support and cooperate with LERN in its efforts to implement a system of improved medical response for emergency care resulting from trauma, time-sensitive illness, or a disaster within the State;

WHEREAS, Region «REGION» of the Louisiana Emergency Response Network is the defined geographical area that includes the parishes of _____, _____, _____, _____, and _____.

WHEREAS, Participating Hospital is a hospital located within Region «REGION» of the Louisiana Emergency Response Network and desires to participate in the Louisiana Emergency Response Network pursuant to the terms of this agreement.

NOW THEREFORE, in consideration of the premises and mutual understandings herein contained, the Parties to this Agreement acknowledge and agree as follows.

1. LERN Entry Criteria and Destination Protocols. When people are in need of time-sensitive medical care and treatment as a result of trauma, illness, or other emergencies or disasters, Participating Hospital and LERN, acting through the LERN Communication Center [LCC] will use its best efforts to facilitate the movement of patients from the pre-hospital setting to the most appropriate definitive care facility by following “LERN Destination Protocol: Trauma,” attached hereto as Attachment A, “STEMI Triage Protocol for Pre-Hospital Providers,” attached hereto as Attachment B, and “LERN Destination Protocol: Stroke” attached hereto as Attachment C, to the extent these protocols are applicable to a particular situation. Regional borders do not apply in the pre-hospital setting as the goal is to transport to the most appropriate definitive care facility. In regions with preexisting protocols (or agreements) involving verified trauma centers, LERN will consider these protocols when directing transport of pre-hospital patients.

2. Emergency Department Transfer to Definitive Care. When an individual requires specific services or medical treatment not available at the initial facility Participating Hospital and LERN, acting through the LCC, will use its best effort to facilitate transfer to the more appropriate definitive care facility by following “LERN Hospital Interregional Transfer Guidelines” and “LERN Hospital Interregional Transfer Protocol”, both attached hereto as Attachment D, for an individual whose condition exceeds the regionally available resources provided by local area hospitals.

3. Resource Management.
 - a. Participating Hospital agrees to use the LERN screen within Resource Management, a secure web-based system, as a communication component within LERN.

 - b. Hospital information entered into Resource Management will include, but is not limited to, availability of select medical specialties and other information about the hospital’s ability to respond and treat LERN patients according to identified protocols.

 - c. Participating Hospital will use best efforts to provide real-time information about the hospital’s available resources and will take reasonable steps to update the information twice daily at 7 a.m. and 7 p.m. If resources change significantly during the day, Participating Hospital agrees to use best efforts to change resource availability status and activity level in Resource Management at that time.

 - d. The information entered into Resource Management will be used by the LCC to direct the flow of patients according to the established Protocols. Participating Hospital understands that Resource Management information is available to the LCC and LERN participating hospitals within the region.

4. LERN Data.

- a. Participating Hospital understands that data, as currently defined in Attachment E, will be used and shared in order to move individuals meeting LERN Entry Criteria from the scene of traumatic injuries, time-sensitive illness, disaster, local emergency departments, or other sites to Definitive Care.
- b. Data collected will include data sets pertinent to LERN's ability to ensure continuity of care and timely access to Definitive Care. LERN data will be accumulated and organized in summary form. It is not the intention of LERN to identify any activity or data related to a participating hospital; LERN data will be disseminated in aggregate form.

5. Patient Information and LERN Communications.

- a. Each patient entered into EMS State Service Bridge, the comprehensive pre-hospital patient care data collection and analysis reporting system used by LERN for data collection, will be assigned a unique numerical identifier for the purpose of facilitating the movement of the individual through the LERN network. LERN will use the unique numerical identifiers in data collection and data evaluation. LERN intends that any and all identifiable patient information shall be afforded protection to the extent of LERN's ability within the context of the mission of LERN.
- b. Participating Hospital will complete patient records, emergency transfer forms, and other necessary patient-specific documentation sufficient to maintain regulatory compliance with the Emergency Medical Treatment and Labor Act (EMTALA), HIPAA, and other applicable laws, rules and regulations, and to facilitate standard physician and nursing communication for the transfer of patients and safe and appropriate patient care.
- c. The activities of LERN assist Participating Hospital with the routing to and from the hospital of a specific subset of patients, i.e., those who need emergency care resulting from trauma, time sensitive illness or a disaster within the State. LERN establishes no additional legal or regulatory requirements for Participating Hospital other than as set forth herein.

6. Planning. Participating Hospital agrees to be engaged in activities related to development, cooperative planning and coordination of patient care. Participating Hospital will work with LERN to facilitate continuous quality improvement of the Louisiana Emergency Response Network and the care available to patients within the State. Participating Hospital agrees to support attendance at LERN education and training seminars by having appropriate hospital personnel attend those seminars. The parties understand that need for LERN data requirements may increase and Participating Hospitals may be requested to sign addenda to this Agreement of Participation to facilitate the need for increased data.

7. Term of Agreement. This Agreement is in effect for the period commencing on the date first noted above and terminating five years thereafter. The Agreement will continue and will automatically renew for a successive five year period unless either the contracting party advises the other of the intent to not renew in writing, within 30 days before the end of the term. Either party shall also have the right to cancel this Agreement, with or without cause, by giving the other party thirty (30) days written notice forwarded to their respective address by certified mail. LERN has the right to cancel this contract upon less than thirty (30) days due to budgetary reductions and changes in funding priorities.

THUS DONE AND SIGNED by the Louisiana Emergency Response Network Board and «HOSPITAL» Participating Hospital in Region «REGION».

LOUISIANA EMERGENCY RESPONSE NETWORK BOARD

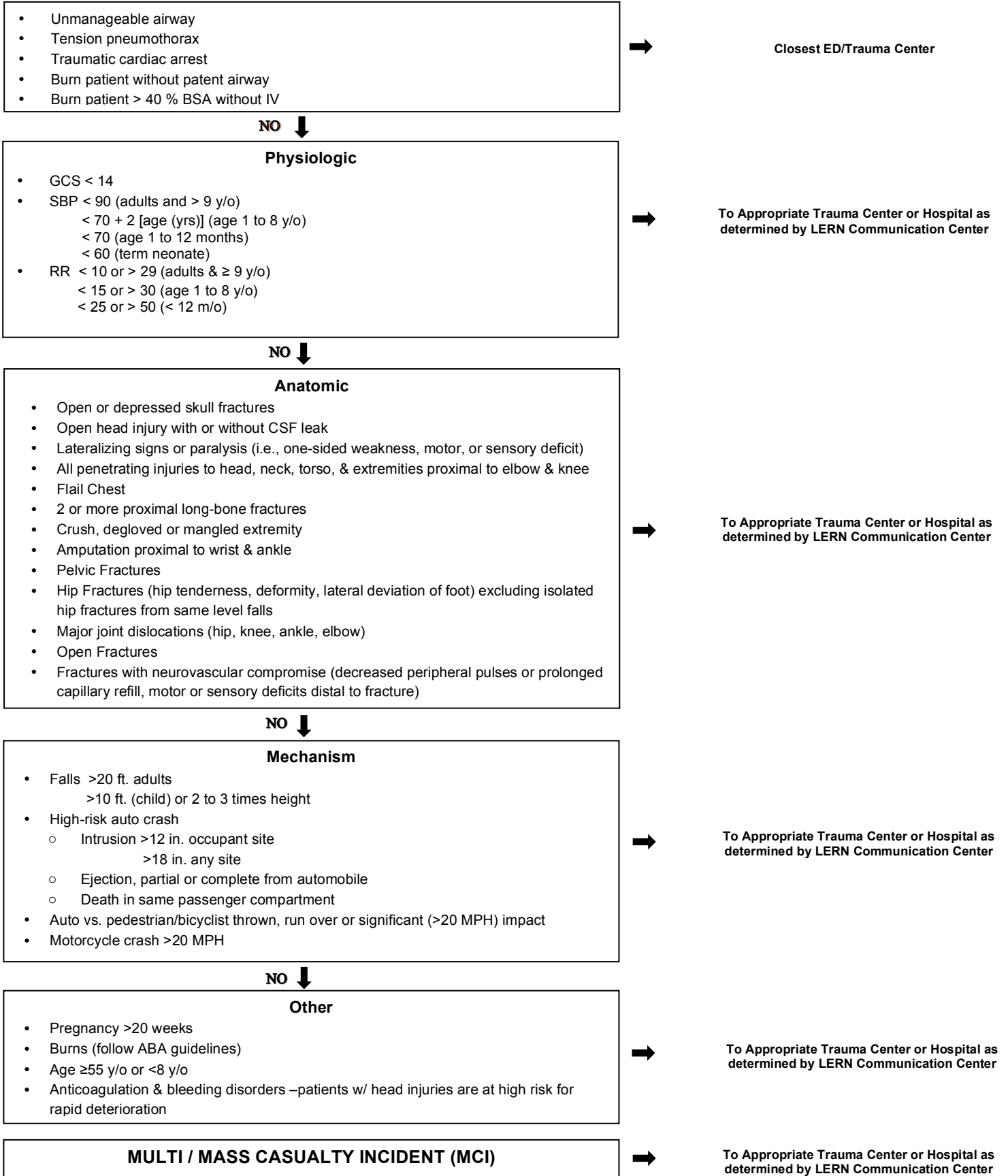
DATE _____
PRINT NAME: **Paige Hargrove**

PARTICIPATING HOSPITAL

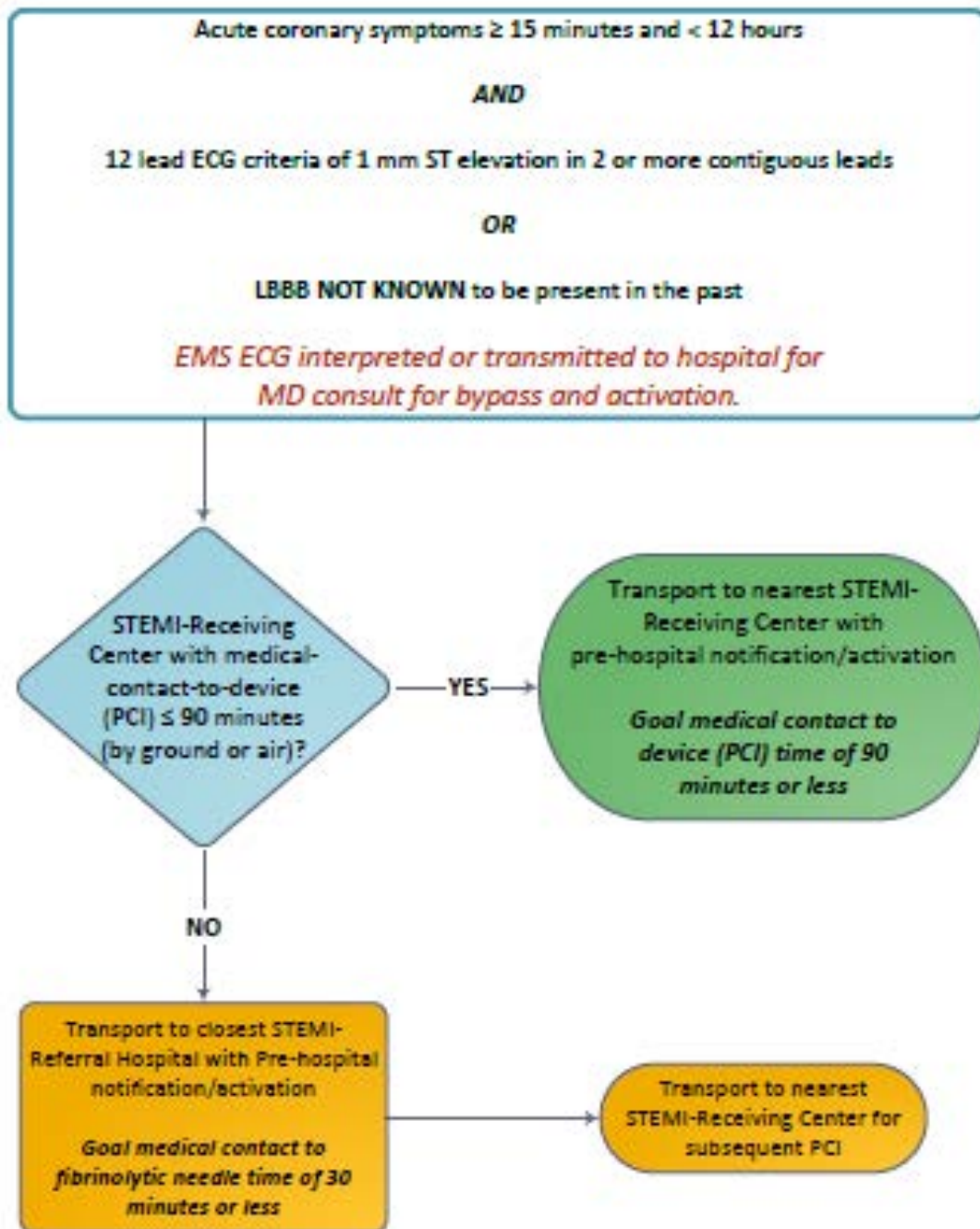
HOSPITAL: «HOSPITAL»

BY: _____
DATE _____
PRINT NAME _____
TITLE: _____

Call LERN Communication Center at 1-866-320-8293 for patients meeting the following criteria:

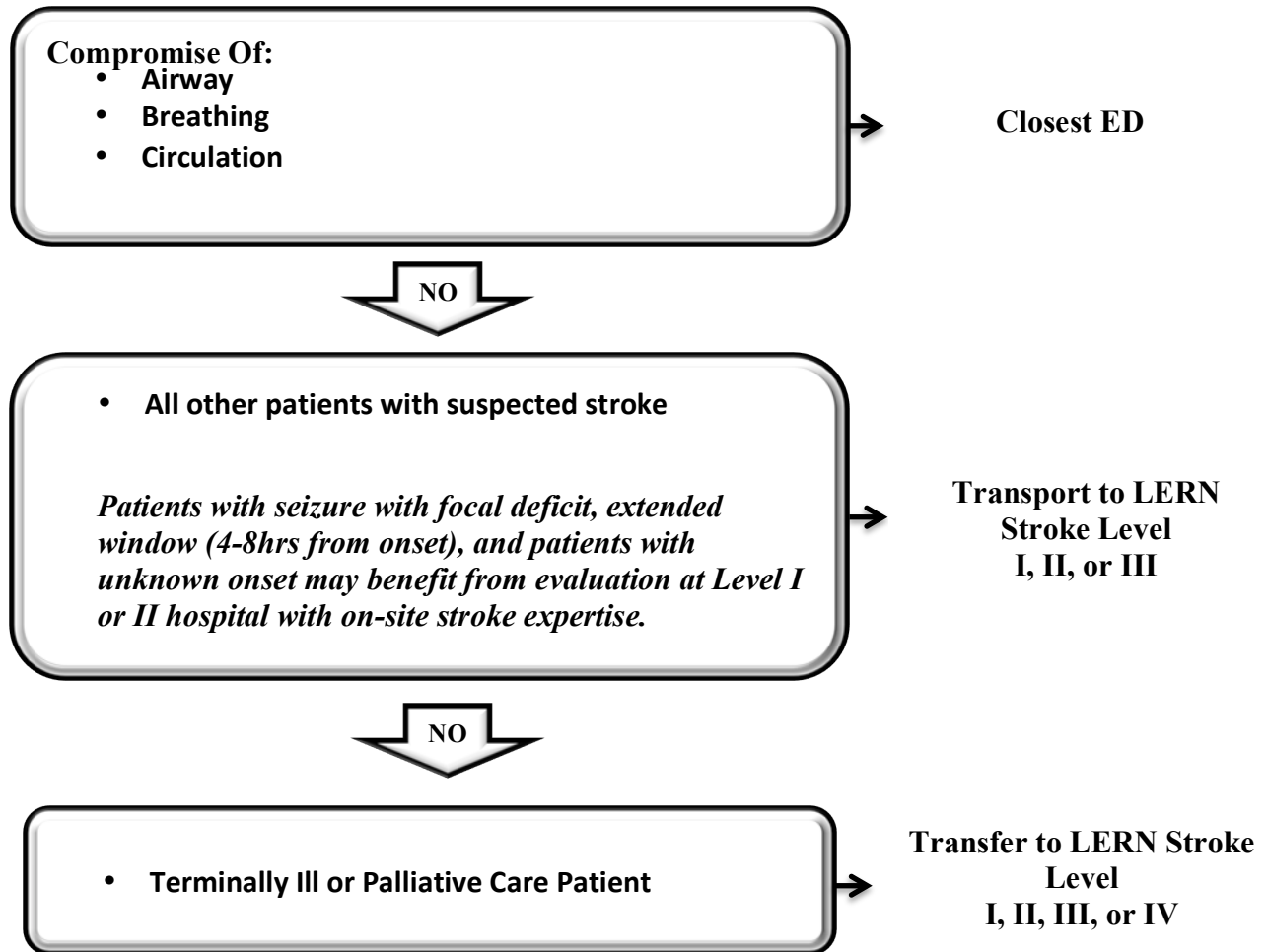


STEMI TRIAGE PROTOCOL FOR PRE-HOSPITAL PROVIDERS*



*O'Gara PT, Kushner FG, Aschheim DD, et al. 2013 ACCF/AHA Guidelines for the Management of ST-Elevation Myocardial Infarction: A Report of the American College of Cardiology Foundation/American Heart Association Task Force on Practice Guidelines. *Journal of the American College of Cardiology*. 2013;61(4):e78.

The following protocol applies to patients with suspected stroke:



Guiding Principles:

- Time is the critical variable in acute stroke care
- Protocols that include pre-hospital notification while en route by EMS should be used for patients with suspected acute stroke to facilitate primary destination efficiency.
- Treatment with intravenous tPA is the only FDA approved acute therapy for stroke
- EMS should identify the geographically closest facility capable of providing tPA treatment.
- Transfer patient to the nearest hospital equipped to provide tPA treatment.
- Secondary transfer to facilities equipped to provide tertiary care and interventional treatments should not prevent administration of tPA to appropriate patients.



Right Place. Right Time. Right Care.

LERN Hospital Interregional Transfer Guidelines

- All patients whose conditions exceed the regionally available resources provided by local area hospitals may be transferred from one region to another following LERN Interregional Hospital Transfer Protocol.
- The LERN Hospital Interregional Transfer Protocol only applies to hospitals that are participating in the LERN network.
- Regions or individual parishes that have MOU's (which include medical control & destination guidelines), between an ACS verified Level 1 trauma center and a local parish medical society (ies) will be incorporated into the LCC standard operating procedure for the effected region(s).

LERN Hospital Interregional Transfer Protocol

1. Patients transferred via the LERN Hospital Interregional Transfer Protocol must:
 - a. Meet Standard LERN Entry Trauma Criteria that requires resources &/or capabilities not available in that region.
 - b. Be assessed and stabilized to the best of their ability at a local area hospital prior to transport to the closest appropriate hospital.
 - c. The treating physician /nurse must contact LERN to request a transfer. The LERN Communications Center (LCC) will determine the closest and most appropriate facility available following the Standard LERN Trauma Criteria Destination Protocol.

LERN Network Data Set*

Following are the LERN Network data variables that will be collected on each patient encounter by the LERN Call Center. This will be done by the LERN Call Center performing follow up phone calls with EMS agencies and/or hospitals.

Hospital Name

Hospital Staff name

Hospital Call back number

Patient Hospital Emergency Department arrival time

Patient condition on arrival at Hospital Emergency Department

Patient's Mechanism of injury

Patient Hospital Emergency Department departure time

Patient's unique Hospital visit ID number

LERN Entry Criteria met by patient's presentation

Patient treatment in Hospital Emergency Department in reference to:

- Airway Control

- Breathing support

- Circulatory support and control

- Splinting

- Medications

*American College of Surgeons Committee on Trauma (2006) Table 2. National Trauma Data Bank Data Elements: Pre-Hospital Information *Resources for Optimal Care of the Injured Patient 2006* (pp. 94-95)