

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

IN REGION __

THIS AGREEMENT OF PARTICIPATION (sometimes hereinafter referred to as (“Agreement”) is entered into this _____ day of _____, 2012 by and between Louisiana Emergency Response Network Board (hereinafter sometimes referred to as “LERN Board”) and _____ (hereinafter referred to as “Participating Pre-Hospital Provider”) to facilitate participation of “Participating Pre-Hospital Provider” 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 due to trauma;

WHEREAS, in the 2004 Regular Session of the Louisiana Legislature, trauma care legislation (ACT No. 248) established the Louisiana Emergency Response Network (“LERN”) as a public/private cooperative effort between healthcare providers and the Louisiana Department of Health and Hospitals to maximize the integrated delivery of optimal resources for patients who ultimately need acute trauma care;

WHEREAS, LERN is responsible for improving access to regional trauma care by developing, implementing, and supporting systems in nine administrative regions within the State of Louisiana;

WHEREAS, LERN Board is charged with the responsibility to obtain, aggregate, and utilize data related to the integrated and uniform delivery of emergency care resulting from trauma 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;

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

WHEREAS, Region __ of the Louisiana Emergency Response Network is the defined geographical area that includes the parishes of _____;

and

WHEREAS, Participating Pre-Hospital Provider is a pre-hospital provider located within Region __ of the Louisiana Emergency Response Network that desires to participate in the Louisiana Emergency Response Network pursuant to the terms of this agreement.

NOW THEREFORE, for 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 or other emergencies or disasters, Participating Pre- Hospital Provider and LERN, acting through the LERN Call Center [“LCC”] will use best efforts to facilitate the movement of patients following LERN Destination Protocol: Trauma (the “Protocols”), to the extent these protocols are applicable to a particular situation (See Attachment A).
2. LERN Data. Participating Pre-Hospital Provider understands that data, as currently defined in Attachment B, will be used and shared in order to move LERN patients from the scene of traumatic injuries, local emergency departments, or other sites to Definitive Care. LERN network data will also be used to track and evaluate the performance of LERN in real time to the extent possible or within seven (7) days of a patient’s entry into LERN.

The protocol for network data collection is part of the LCC standard operating procedure and will include data sets pertinent to LERN’s ability to ensure continuity of care and timely access to Definitive Care. LERN data will be shared in summary form with all agencies and institutions participating in or providing oversight to LERN. It is not the intention of LERN Board to identify any activity or data related to participating pre-hospital provider; LERN data will be disseminated in aggregate form.

3. Patient Information and LERN Communications. Each patient entered into EMS State Bridge System will be assigned a unique numerical identifier for the purpose of facilitating the movement of LERN patients. LERN will use unique patient identifiers in data collection and data evaluation. LERN intends that any and all identifiable patient information shall be afforded protection related to confidentiality, privacy, and security of protected health information.

Participating Pre-Hospital Provider will complete patient records, emergency transfer forms, and other necessary patient-specific documentation sufficient to maintain regulatory compliance with 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.

The activities of LERN assist Participating Pre-Hospital Provider with the movement 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 Board establishes no additional legal or regulatory requirements for Participating Pre-Hospital Provider other than as set forth herein.

4. Planning. Participating Pre-Hospital Provider agrees to be engaged in activities related to development, cooperative planning, and coordination of patient care. Participating Pre-Hospital Provider will work with LERN Board to facilitate continuous quality improvement of the Network and the care available to patients within the State. The parties understand that need for LERN Data requirements may increase as LERN develops over time, and that Participating Pre-Hospital Provider may be requested to sign addenda to this Agreement of Participation to facilitate the need for increased data.

5. Term of Agreement. This Agreement is in effect for the period commencing on the date first noted above and terminating on June 30, 2015. The effective date of this Agreement may be extended for successive one year periods if an amendment to that effect is duly executed by the contracting parties prior to said termination date. This Agreement term may only be extended by an executed amendment for not more than two (2) times. Either party shall 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 Board has the right to cancel this contract upon less than thirty (30) days due to budgetary reductions and changes in funding priorities by the Board.

THUS DONE AND SIGNED by the Louisiana Emergency Response Network Board and _____, Participating Pre-Hospital Provider in Region ___.

LOUISIANA EMERGENCY RESPONSE NETWORK BOARD

DATE _____
PRINT NAME _____

PARTICIPATING PRE-HOSPITAL PROVIDER

BY: _____
DATE _____
PRINT NAME _____
(Title)

<ul style="list-style-type: none"> • Unmanageable Airway • Tension Pneumothorax • Traumatic cardiac arrest • Burn Patient without patent airway • Burn patient >40% BSA without IV 	→	Closest ED
<p style="text-align: center;">Physiologic</p> <ul style="list-style-type: none"> • GCS <14 • SBP <90 (adults and > 9 y/o) <70 + 2 [age (yrs)] (age 1 to 8 y/o) <70 (age 1 to 12 months) <60 (term neonate) • RR <10 or >29 (adults & ≥ 9 y/o) <15 or >30 (age 1 to 8 y/o) <25 or >50 (<12 m/o) 	→	Level I, II <u>or</u> III*
<p style="text-align: center;">Anatomic</p> <ul style="list-style-type: none"> • Open or depressed skull fractures • Open head injury with or without CSF leak • Lateralizing signs or paralysis (i.e., one-sided weakness, motor, or sensory deficit) • All penetrating injuries to head, neck, torso, & extremities proximal to elbow & knee • Flail Chest • 2 or more proximal long-bone fractures • Crush, degloved or mangled extremity • Amputation proximal to wrist & ankle • Pelvic Fractures • Hip Fractures (hip tenderness, deformity, lateral deviation of foot) excluding isolated hip fractures from same level falls • Major joint dislocations (hip, knee, ankle, elbow) • Open Fractures • Fractures with neurovascular compromise (decreased peripheral pulses or prolonged capillary refill, motor or sensory deficits distal to fracture) 	→	Level I, II <u>or</u> III*
<p style="text-align: center;">Mechanism</p> <ul style="list-style-type: none"> • Falls >20 ft. adults >10 ft. (child) or 2 to 3 times height • High-risk auto crash <ul style="list-style-type: none"> ○ Intrusion >12 in. occupant site >18 in. any site ○ Ejection, partial or complete from automobile ○ Death in same passenger compartment • Auto vs. pedestrian/bicyclist thrown, run over or significant (>20 MPH) impact • Motorcycle crash >20 MPH 	→	Level I, II, <u>or</u> III*
<p style="text-align: center;">Other</p> <ul style="list-style-type: none"> • Pregnancy >20 weeks • Burns (follow ABA guidelines) • Age ≥55 y/o or <8 y/o • Anticoagulation & bleeding disorders –patients w/ head injuries are at high risk for rapid deterioration 	→	Level II <u>or</u> III*
<p style="text-align: center;">MULTI / MASS CASUALTY INCIDENT (MCI)</p>	→	Level I, II <u>or</u>, III *

***Refers to ACS Verified Level Trauma Center - Where Trauma Center not available, patient will be routed to facility with appropriate resource which may not need be the highest level facility.**

Rev 3.20.2012

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 Communication Center during initial call and performing follow up calls with EMS agencies.

- Hospital Name
- Hospital Staff name
- EMS dispatch date
- EMS dispatch time
- EMS unit arrival on scene date
- EMS unit arrival on scene time
- EMS unit scene departure date
- EMS unit scene departure time
- ED/hospital arrival date
- ED/hospital arrival time
- Transport mode
- Patient condition on arrival at Hospital Emergency Department
- Patient's Mechanism of injury
- Patient Hospital Emergency Department departure time
- LERN Entry Criteria met by patient's presentation
- Patient treatment in pre-hospital setting in reference to:
 - Airway Control
 - Breathing support
 - Circulatory support and control
 - Initial field systolic blood pressure
 - Initial field pulse rate
 - Initial field respiratory rate
 - Initial field oxygen saturation
 - Initial field GCS total
 - 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)