

**STATE OF GEORGIA**  
**GEORGIA TRAUMA CARE NETWORK COMMISSION**  
**PARTICIPATION AGREEMENT**  
**LEVEL IV TRAUMA CENTER**

SAMPLE

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## **INDEX OF EXHIBITS**

The parties agree to comply with the terms and conditions of the following Exhibits which are incorporated by this reference into this Agreement made a part of the Agreement:

**EXHIBIT 1: Terms and Conditions**

**EXHIBIT 2: FY 2026 Request for Funding Form**

**EXHIBIT 3: FY 2026 Level IV PBP Scorecard**

**EXHIBIT 4: Funding Submission Timeline For Required Documentation Schedule**

**EXHIBIT 5: Funding Suspension and Restoration Following DPH Current Level Designation Loss**

**EXHIBIT 6: Trauma Center Annual Actual Funding Use Report**

**EXHIBIT 7: FY 2026 Approved Budget**

**EXHIBIT 8: Determination of Performance-Based Allocation Payment Per Fiscal Year**

SAMPLE

**STATE OF GEORGIA  
GEORGIA TRAUMA CARE NETWORK COMMISSION  
PARTICIPATION AGREEMENT FORM  
LEVEL IV TRAUMA CENTER**

Agreement Number \_\_\_\_\_

1. This Agreement is entered into between the Georgia Trauma Care Network Commission and the Trauma Center named below:

(“Trauma Center”)

2. Initial Term Effective Date:  
**July 1, 2025**

Initial Term Expiration/Termination Date: \_\_\_\_\_

3. Renewal Term Effective Date: \_\_\_\_\_

Renewal Term Expiration/Termination Date: \_\_\_\_\_

4. Maximum Amount From FY 2026 Approved Budget:

Renewal Term Max. Amount: To Be Determined

5. Authorized Person/Title to Receive Notices to the Commission:

**Katie Vaughan, Finance Operations Officer**

Authorized Person/Title to Receive Notices for Trauma Center: \_\_\_\_\_

**IN WITNESS WHEREOF, this Agreement has been executed by the parties below to be effective as of July 1, 2025.**

6.

Trauma Center’s Legal Name \_\_\_\_\_

By (*Authorized Signature*) \_\_\_\_\_

Date Signed \_\_\_\_\_

Printed Name and Title of Person Signing \_\_\_\_\_

Address \_\_\_\_\_

7.

**Georgia Trauma Care Network Commission**

**July 1, 2025**

By (*Authorized Signatures*) \_\_\_\_\_

Date Signed \_\_\_\_\_

***Dennis Ashley, MD, Chair***

Printed Name and Title

***Elizabeth Atkins, RN, Executive Director***

Printed Name and Title

**248 W. Jefferson Street, Madison, Georgia 30650**

**EXHIBIT 1**

**STATE OF GEORGIA**

**GEORGIA TRAUMA CARE NETWORK COMMISSION  
AND**

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**PARTICIPATION AGREEMENT  
LEVEL IV TRAUMA CENTER  
TERMS AND CONDITIONS**

This Georgia Trauma Care Network Commission Participation Agreement (the “Agreement” or “Participation Agreement”) is made to be effective on the 1st day of July, 2025, (“Effective Date”) by and between the Georgia Trauma Care Network Commission (the “Commission”) and \_\_\_\_\_, a Georgia trauma center (“Trauma Center”).

**WHEREAS**, the Commission was created pursuant to O.C.G.A. Section 31-11-101;

**WHEREAS**, pursuant to O.C.G.A. Section 31-11-100 *et seq.*, as amended (the “Georgia Trauma System Act” or “Act”), the Commission has been granted the power, duty, and responsibility to develop, implement, administer, and maintain certain systems, as described in the Act, to address the trauma care needs in the state of Georgia (the “State”);

**WHEREAS**, the Act provides that the Commission shall act as the accountability mechanism for the entire Georgia Trauma System Network, overseeing the flow of funds from the Georgia Trauma Trust Fund and funds appropriated to the Commission by the State through the Commission into the Network and to determine best practices to implement for improving trauma care and patient safety in Georgia;

**WHEREAS**, pursuant to the Act, the Commission has been granted the power, duty, and responsibility to establish, maintain, and administer the Network to coordinate the best use of existing trauma facilities in the State and to direct patients to the best available facility for treatment of traumatic injury; to coordinate, assist, establish, maintain, and administer programs designed to educate Georgia residents on trauma prevention; to coordinate and assist in the collection of data to evaluate and improve patient safety and the provision of trauma care services in this State;

**WHEREAS**, pursuant to the Act, the Commission is to collect data to evaluate the provision of trauma care services and to study the provision of trauma care services in the State to determine the best practices and methods of providing such services, to determine what changes are needed to improve the provision of trauma care services, and to report any proposed legislative changes to the General Assembly each year;

**WHEREAS**, the Commission has been granted the power, duty, and responsibility to allocate State funds appropriated to the Commission and to the Georgia Trauma Trust Fund in order to carry out its purposes pursuant to O.C.G.A. Section 31-11-102 and this Agreement;

**WHEREAS**, Trauma Center wishes to participate in the Network and believes it can meet and complete the eligibility Criteria requirements for State funding;

**WHEREAS**, Trauma Center wishes to participate in the Commission's Programs which have been created and will be funded for the smooth operation of the Network. These Programs consist of the following: uncompensated trauma health care services, readiness services, trauma registry support, data reporting, performance improvement, peer review and patient safety, and quality improvement and development; and

**WHEREAS**, Trauma Center believes it has the skills, qualifications, expertise, financial resources, and experience necessary to participate in the Network through the Commission's Programs and become eligible for funding as described in this Agreement.

**ACCORDINGLY**, this Agreement describes the Program participation Criteria which Trauma Center must meet to qualify to be eligible for funding which Trauma Center can use to support its Trauma Program activities and its trauma health care services, and the formulae pursuant to which such support funding will be reimbursed or paid to Trauma Center.

**NOW, THEREFORE**, in consideration of the mutual covenants and warranties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree and covenant as follows:

**I. BACKGROUND**

**A. The State of Georgia**

The State has an interest in preserving and improving the health of its residents and visitors who experience trauma, and who obtain trauma care services from a trauma center located in the State. The State supports this interest by funding some activities of those trauma centers who agree to participate in the Network by executing and complying with this Participation Agreement. This State funding is directed to Network participating trauma centers through the Commission.

**B. Commission Programs**

The Commission has developed and maintains programs to enhance, improve and fund trauma health services and Trauma Programs in the State in conformance with the Act's requirements ("Program(s)"). The Commission's funding Programs are its:

- (i) Readiness Support Program, and
- (ii) Registry Support Program.

The Commission also has developed and maintains the Georgia Quality Improvement Program ("GQIP") which serves as the Georgia trauma and surgery patient safety and trauma care

collaborative. GQIP utilizes standardized quality and patient safety reporting systems to identify best practices for the provision of trauma care services throughout the Network.

GQIP and the Network’s trauma centers participate in the ACS Trauma Quality Improvement Program benchmarking. GQIP also serves as the Commission’s Component Patient Safety Organization.

Lastly, the Commission maintains a consulting program which can support the Trauma Center’s programs through consultations on patient safety and quality with the Commission’s GQIP Director and GQIP Medical Director at no charge to the Trauma Center.

**C. Funding to Trauma Center**

Each of the Commission’s Programs for funding has its own Program Criteria deliverable and funding calculation. For ease of review:

<b>Program</b>	<b>Funding Based On</b>
<b>Readiness Support</b>	Percent of Average Trauma Center Readiness Cost By Level
<ul style="list-style-type: none"> <li>• Performance-Based Readiness</li> </ul>	Trauma Center’s Historical Scorecard Performance
<ul style="list-style-type: none"> <li>• Non-Performance-Based Readiness</li> </ul>	Total Readiness Support Less PBP
<b>Registry Support</b>	Percentage of Allocation for all Network Trauma Centers

If Trauma Center achieves compliance with the participation Criteria of the Commission Programs, it may receive funding from the Commission to support some of its costs in achieving such compliance and meeting the Program Criteria; provided, however, any and all funding depends on the amount of funding appropriated to the Commission and the Georgia Trauma Fund by the State.

Trauma Center’s maximum budgeted funding to be received in FY 2026 is listed on the Participation Agreement Form.

**II. DEFINITIONS**

Unless otherwise defined herein, capitalized terms used in the Agreement have the meaning indicated in this Definition section. As used in the Agreement, the following capitalized terms shall have the following meanings:

- (a) “**ABA**” means the American Burn Association.
- (b) “**ACS**” means the American College of Surgeons.

- (c) “**ACS TQIP**” means the American College of Surgeons Trauma Quality Improvement Program.
- (d) “**Act**” means the Georgia Trauma System Act, O.C.G.A. Section 31-11-100 *et seq.*
- (e) “**Agreement**” means the written, signed agreement between the Commission and Trauma Center comprised of the executed Participation Agreement Form and Agreement, any addenda, appendices, attachments, exhibits, indexes or amendments thereto.
- (f) “**Agreement Form**” or “**Participation Agreement Form**” means the Agreement’s face sheet page that contains basic information about the Agreement and incorporates by reference Exhibits, the Agreement Terms and Conditions of Exhibit 1 and any mutually agreed upon clarifications, amendments, modifications, indexes, additions and deletions to the Agreement.
- (g) “**AHRQ**” means the federal Agency for Healthcare Research and Quality of the U.S. Department of Health and Human Services.
- (h) “**Burn Center**” means a facility that has been verified by the American Burn Association as a burn center and that admits at least 300 patients annually with the burn-specific principal diagnosis codes as published by the International Classification of Diseases, as amended.
- (i) “**Burn Patient**” means a patient who meets burn registry inclusion criteria by the American Burn Association.
- (j) “**Business Days**” means traditional workdays, including Monday, Tuesday, Wednesday, Thursday, and Friday. State Holidays are excluded.
- (k) “**Calendar Days**” means all seven (7) days of the week.
- (l) “**Calendar Year**” or “**CY**” means January 1 to December 31.
- (m) “**Commission**” means the Georgia Trauma Care Network Commission.
- (n) “**Commission Property**” means all rights, title, and interest in all Commission and GQIP Registry and other data, whether received from Trauma Center or generated by the Commission, including but not limited to GQIP systems, tools, templates, methodologies, processes, know-how, and other materials whatsoever relating to the funding services, reports, and data, together with all copyrights, trademarks, patents, trade secrets, and all intellectual property inherent in the forgoing or related to the foregoing, and related property of the Commission.
- (o) “**Component Patient Safety Organization**” or “**CPSO**” means the Georgia Quality Improvement Program.

- (p) **“Criteria”** means the Program indicator or activity which must be completed and documented by Trauma Center demonstrating it has completed a Program’s requirements.
- (q) **“Data Dictionary”** means a resource that defines the variables and data elements used within an entity, national or state trauma data registries; provides directions to registry software vendors on how to develop tools to download variables and data elements to such registries.
- (r) **“DCH”** means the Georgia Department of Community Health which licenses acute care hospitals
- (s) **“Designation”** or **“Designated”** means a credential provided to hospitals by DPH confirming their offering of trauma services and delegating at what level – I, II, III, or IV.
- (t) **“DPH”** means the Georgia Department of Public Health.
- (u) **“Fiscal Year”** or **“FY”** means July 1 to June 31.
- (v) **“GQIP”** means the Commission’s Georgia Quality Improvement Program, a Component Patient Safety Organization as defined by the Patient Safety Act and registered as a Component Patient Safety Organization with the AHRQ.
- (w) **“GQIP Registry”** means GQIP’s central site Registry.
- (x) **“Network”** means the State Trauma System, inclusive of all trauma centers in the State who have executed a Participation Agreement signifying participation in the Georgia Trauma System.
- (y) **“O.C.G.A.”** means Official Code of Georgia Annotated (State Statute).
- (z) **“Parent”** means the Commission in its role as the parent organization to GQIP, its Component Patient Safety Organization, as defined by the Patient Safety Act.
- (aa) **“Patient Safety Act”** means the federal Patient Safety and Quality Improvement Act of 2005 at 42 U.S.C. 299 *et seq.*, and its implementing regulations at 42 C.F.R. 3.10 *et seq.*
- (bb) **“Patient Safety Evaluation System”** or **“PSES”** means a data evaluation system as defined by the Patient Safety Act.
- (cc) **“Patient Safety Organization”** or **“PSO”** means a patient safety organization as defined by the Patient Safety Act.
- (dd) **“Patient Safety Work Product”** or **“PSWP”** means work product as defined by the Patient Safety Act, and includes any data, reports, records, memoranda, analyses (such as root cause analyses), or written or oral statements (or copies of

any of this material), which could improve patient safety, health care quality, or health care outcomes, that are assembled or developed by the Trauma Center for reporting to GQIP and are reported to GQIP. It also includes information that is documented as within a Patient Safety Evaluation System sent to GQIP and information developed by GQIP for the conduct of patient safety activities.

- (ee) **“PBP”** means Performance-Based Payment.
- (ff) **“Peer Review Act(s)”** means Georgia peer review law.
- (gg) **“Program(s)”** means one or more of the programs developed and operated by the Commission described in this Agreement to enhance, improve and fund some of the of Trauma Program services provided by Trauma Center, including the following:
  - (i) Readiness Program; and
  - (ii) Registry Support Program.
- (hh) **“Readiness Program”** means the Commission’s Program which reimburses some of Trauma Center’s expenses in developing, maintaining, and operationalizing a Trauma Program.
- (ii) **“Registry”** means an entity, state, national, PSO or CPSO trauma data collection, reporting and PSWP system used to describe, among other things, the injury, event of injury, demographic, pre-hospital information, diagnosis, care and outcomes of Trauma Patients or Burn Patients.
- (jj) **“Registry Support Program”** means the Commission’s Program which funds some of Trauma Center’s expenses in developing, maintaining and operationalizing its Trauma Registry.
- (kk) **“Request for Funding”** means the Trauma Center’s request to the Commission to be awarded funding form, “FY 2026 Request for Funding” attached and incorporated into this Agreement as Exhibit 2.
- (ll) **“Scorecard”** or **“PBP Scorecard”** means the form attached to and incorporated herein to this Agreement as Exhibit 3, “FY 2026 Level IV PBP Scorecard”, for the Trauma Center to document its completion of the Criteria required for funding under the Performance-Based Payment Program component of the Readiness Program.
- (mm) **“State”** means the State of Georgia.
- (nn) **“Trauma Patient”** means a patient who meets trauma registry inclusion criteria as defined by the ACS National Trauma Data Standard.

- (oo) **“Trauma Program”** means the organizational structure within Trauma Center responsible for meeting the requirements of ACS Verification and participation in Georgia Trauma Commission-funded activities, including oversight of trauma care delivery across the continuum of care, data submission, and performance improvement efforts.
- (pp) **“Trauma Registry”** means the Trauma Center’s Registry.
- (qq) **“Verification”** or **“Verified”** means the process by which a trauma center is validated by the ACS as meeting the standards outlined in the ACS “Resources for Optimal Care of the Injured Patient” and at what level: I, II, or III.

### **III. OBLIGATIONS OF TRAUMA CENTER**

#### **A. Representations and Warranties**

In order to be a participant in the Network, and to be eligible and qualify for State funding, Trauma Center represents and warrants it is, and shall remain, during the term of this Agreement:

1. Licensed as an acute care hospital by DCH; and
2. Verified as a Level IV trauma center by ACS or, if not Verified, be Designated as a Level IV trauma center by DPH.

#### **B. Trauma Center Obligations - Generally**

To evidence it is qualified for State funding for FY 2026 and, if this Agreement is renewed, for FY 2027, Trauma Center shall:

- (i) Execute this Participation Agreement;
- (ii) Submit its ACS Letter of Verification (full or provisional), and, if not Verified, submit a DPH Letter of Designation, to the Commission on or before July 1, 2025; and
- (iii) Maintain a current ACS Letter of Verification as a Level IV trauma center and/or a current DPH Letter of Designation as a Level IV trauma center with the Commission at all times;
- (iv) Attend and actively participate in all GQIP meetings;
- (v) Participate in and provide written documentation evidencing completion of each Program’s Criteria to the Commission in accordance with the “Submission Timeline For Required Documentation Schedule” on Exhibit 4, attached to and incorporated herein to this Agreement;
- (vi) Certify that all Requests for Funding forms and Scorecards submitted to the Commission by Trauma Center are complete and accurate;

- (vii) Provide data to the GQIP Registry using the National Trauma Data Standard and GQIP Data Dictionaries;
- (viii) Receive, review and incorporate facility benchmarking reports into Trauma Center's Performance Improvement Plan;
- (ix) As a participant in GQIP, a Component PSO, the Trauma Center shall maintain its Trauma Registry data collection and review as part of the GQIP Patient Safety Evaluation System in conformance with the Patient Safety Act and the Georgia Peer Review Acts;
- (x) Be an active member of the Regional Trauma Advisory Committee in the Trauma Center's EMS Region through one of the Trauma Center's trauma surgeons or a trauma surgeon designee; and
- (xi) Complete the "Trauma Center Annual Actual Funding Use Report" attached to this Agreement and incorporated herein as Exhibit 6.

**C. Change in Trauma Center Licensure or Verification**

Should Trauma Center:

- (a) Lose, terminate or have its hospital licensure revoked, it shall notify the Commission immediately, and this Agreement and funding may be terminated by the Commission without further notice to Trauma Center; or
- (b) Close or reduce its Trauma Program services sufficient to require notice, written or oral, to DPH, Trauma Center shall copy contemporaneously the Commission on such notice, and this Agreement and funding may be terminated by the Commission without further notice to the Trauma Center.

As further described in Exhibit 5, "Funding Suspension and Restoration Following DPH Current Level Designation Loss" chart attached and incorporated herein to this Agreement, should Trauma Center lose its Verification or lose or have reduced its Designation during any term of this Agreement, Trauma Center shall:

- (a) Notify the Commission immediately, and it may become ineligible for further funding; and
- (b) Submit a copy of its ACS "Verification Outcome Site Visit Letter" or the DPH notice of Designation loss or reduction to the Commission within seven (7) business days of receipt.

## **IV. THE READINESS PROGRAM**

### **A. Generally**

The Readiness Support Program (“RSP”) is a Commission Program which funds some of Trauma Center’s expenses incurred in operationalizing its Trauma Program, so it is ready and able to receive trauma patients.

In addition to making funding available to Trauma Center for operations, RSP funding can be used to support patient safety improvement and peer review programs in which Trauma Center participates.

### **B. Components**

The Readiness Support Program has two funding components:

#### **1. Performance-Based Payment Program Readiness (“PBP”) Criteria:**

- (a) Meeting attendance;
- (b) Education and training requirements;
- (c) GQIP participation; and
- (d) Meeting certain clinical performance benchmarks.

The Performance-Based Payment Program readiness funding component of the Readiness Support Program Funding equals seventeen percent (17%) of the total RSP funding. See also Exhibit 8, “Performance-Based Allocation Payment” per fiscal year.

#### **2. PBP funding is subject to:**

- (a) The Commission calculation of funding listed on the Agreement Form which represents Trauma Center’s historical readiness performance in completing or meeting each PBP Criterion.
- (b) If the Trauma Center achieved full compliance with all PBP Criteria, it will be eligible to receive the full 17% of total RSP funding.
- (c) As shown in each Scorecard, Criteria not achieved fully may be scaled and funded accordingly.

#### **3. Non-Performance-Based Payment Program Readiness (“NPBP”)**

The Non-Performance-Based Program readiness funding component of the Readiness Support Program Funding equals eighty-three percent (83%) of the total RSP funding. NPBP funding is not Criteria based. NPBP funding is calculated by the Commission each year based on available funds.

### **C. Budget**

Upon execution of this Agreement, the Commission will provide Trauma Center with the total amount of RSP funding it has calculated Trauma Center is eligible to receive in FY 2026 from the Commission and listed on the “FY 2026 Approved Budget” attached and incorporated herein as Exhibit 7. This calculation uses Trauma Center’s historical Trauma Program readiness performance from FY 2025 memorialized on the FY 2025 Scorecard submitted to the Commission on April 15, 2025.

If the Agreement is renewed, the total amount of RSP funding by the Trauma Center is eligible to receive in FY 2027 will be calculated by the Commission based on Trauma Center’s historical Trauma Program readiness performance in FY 2025.

### **D. FY 2026 Scorecard**

Trauma Center shall record and file its compliance with the Performance-Based Payment Program Criteria on the “FY 2026 Level IV PBP Scorecard” attached and incorporated herein to this Agreement as Exhibit 3, according to the schedule of Exhibit 4 “Submission Timeline for Required Documentation Schedule,” in order for the Commission to determine the amount of PBP funding Trauma Center is eligible for in FY 2028.

## **V. REGISTRY SUPPORT PROGRAM**

In support of data collection efforts that drive key performance improvement initiatives for the Network, the Commission will provide funding support to Trauma Center to assist it in maintaining and operationalizing its Trauma Center Registry and data submission to the TQIP Registry and GQIP Registry. These Registries serve as critical tools for improving trauma care, conducting research, and supporting performance improvement peer review, and patient safety initiatives within the Network and external to the Network.

### **A. Registry Support Program Criteria for Funding in FY 2026 and FY 2027**

- (a)** Trauma Center shall submit data to the GQIP Registry as required by the GQIP Data Dictionary.
- (b)** Trauma Center shall maintain and enter its Trauma Patient data into its:
  - (i)** ESO Trauma Registry software version DI v5 Trauma Registry or as listed on the GQIP website;
  - (ii)** ESO Trauma Registry web-hosted environment or server-hosted environment and maintain related ESO Trauma Registry components; Provided, however, Trauma Center may choose an alternative trauma registry software vendor if it has been compatibility and interface tested with GQIP at Trauma Center expense and approved in writing by the Commission.

- (c) Provide all data required by GQIP to the GQIP Registry site or otherwise in accordance with the GQIP Data Dictionary and GQIP instructions.
- (d) Provide all data required by the ACS to the National Data Trauma Registry in accordance with the ACS National Trauma Standard Data Dictionary and ACS instructions.
- (e) If Trauma Center participates in a PSO, it shall maintain its Trauma Registry data collection and review as part of the GQIP Patient Safety Evaluation System in conformance with the Patient Safety Act and the Georgia Peer Review Acts.

**B. Registry Program Support Funding**

- (a) FY 2026: To be determined
- (b) FY 2027: To be determined

**C. Permissible Uses of Registry Support Program Funding**

- (a) Registry vendor services and software purchase, or lease or license;
- (b) Registry personnel retention and registry management.

**VI. STATE REQUIRED TERMS**

1. **Required Terms.** The Trauma Center shall abide by these State required terms listed in Paragraph VII to XV.
2. **Priority of Agreement Provisions.** Any pre-printed terms and conditions included on any of Trauma Center's Request(s) for Funding shall be null and void.
3. **Form.** The Participation Agreement Form is defined separately and referred to separately throughout the Agreement as a means of identifying the location of certain information. For example, the initial term of the Agreement is defined by the dates in the Participation Agreement Form.

**VII. DURATION OF CONTRACT**

1. **Agreement Term.** The Agreement between the Commission and the Trauma Center shall begin and end on the initial term and renewal term dates specified in the Participation Agreement Form (Page 4 of this Agreement) unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Agreement shall not be deemed to create a debt of the State for the payment of any sum beyond the Fiscal Year of execution or, in the event of a renewal, beyond the Fiscal Year of such renewal.
2. **Agreement Renewal.** The Commission shall have the option, in its sole discretion, to renew the Agreement for up to one one-year additional term as defined in the Participation Agreement Form by giving the Trauma Center written notice of the renewal decision at least ten (10) days prior to the expiration of the initial term. Renewal will be accomplished through the issuance by the Commission of the FY 2027 funding amount in an “Amendment Renewal” form executed by the Commission and the Trauma Center. Upon the Commission’s election, in its sole discretion, to renew any part of this Agreement, Trauma Center shall remain obligated to perform in strict accordance with this Agreement unless otherwise agreed by the Commission and the Trauma Center. Renewal will depend upon the best interests of the State, funding, and the Trauma Center’s performance.
3. **Agreement Extension.** In the event that this Agreement shall terminate or be likely to terminate prior to the execution of a new agreement, the Commission may, with the written consent of Trauma Center, extend this Agreement for such period as may be necessary.

## VIII. CRITERIA

1. **Deliverables.** Trauma Center shall provide, furnish, and deliver to the Commission evidence of achieving all Criteria set forth in the description of each Program.
2. **Non-Exclusive Rights.** The Agreement is not exclusive.

## IX. FUNDING

1. **Payment.** The Trauma Center will be funded for each Program completed in accordance with the terms of the Agreement. Unless clearly stated otherwise in the Agreement, all funding is firm and fixed and not subject to variation.
2. **Requests For Funding.** The Trauma Center shall submit, on a regular basis, completed “Request for Funding” forms at [gtcbusinessops@gtc.ga.gov](mailto:gtcbusinessops@gtc.ga.gov). The Trauma Center shall comply with all applicable rules concerning funding of such requests.

To receive funding, all completed Requests for Funding forms must be submitted to the Commission prior to November 1, 2026, for the initial term of the Agreement; and by November 1, 2027, for a renewal term of the Agreement.

Any funds not requested will be returned to the State Treasury or the Trauma Trust Fund.

Upon request by the Commission, Trauma Center shall submit to the Commission additional supporting documentation of services for which funding is requested, in a form acceptable to the Commission. Failure to submit reports, deliverables and supporting documentation as required by the Commission may delay or negate payment of "Requests for Funding".

The Commission pays all approved "Requests for Funding" in arrears and in accordance with the applicable provisions of State law.

Unless otherwise agreed in writing by the Commission and the Trauma Center, the Trauma Center shall not be entitled to receive any other payment or compensation from the Commission. The Trauma Center shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Agreement.

**3. Delay of Payment Due to Trauma Center's Failure.** If the Commission in good faith determines that Trauma Center has failed to perform as required by the Agreement, the Trauma Center shall not be entitled to any compensation under the Agreement until evidence such services are performed is delivered to the Commission. In this event, the Commission may withhold that portion of the Trauma Center's funding which represents payment for services that were not performed or evidence of performance not delivered.

**4. Set-Off Against Sums Owed by the Trauma Center.** In the event that the Trauma Center owes the Commission any sum under the terms of this Agreement pursuant to loss of Verification, pursuant to any judgment, or pursuant to any law, or otherwise, the Commission may set off the sum owed against any sum owed by the Commission to the Trauma Center in the Commission's sole discretion.

## **X. TERMINATION**

**1. Immediate Termination.** The Commission may terminate the Agreement for any one or more of the following reasons effective immediately without advance notice:

- (a)** The revocation or loss or of any credential, license or Verification which Trauma Center is required to have to pursuant to this Agreement;

- (b) The Commission determines that the actions, or failure to act, of the Trauma Center, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (c) The Trauma Center fails to comply with confidentiality laws or provisions;
- (d) The Trauma Center furnished any “Request for Funding” statement, representation or certification in connection with the Agreement, which is materially false, deceptive, incorrect or incomplete; and/or
- (e) Pursuant to O.C.G.A. Section 50-5-64, this Agreement shall terminate immediately and absolutely if the Commission determines that adequate funds are de-appropriated such that the Commission cannot fulfill its obligations under the Agreement, which determination is at the Commission’s sole discretion and shall be conclusive.

**2. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Commission to declare the Trauma Center in default of its obligations, under the Agreement:

- (a) The Trauma Center fails to achieve any Program’s Criteria to the Commission’s satisfaction, perform any material requirement of the Agreement or is in violation of a material provision of the Agreement, including, but without limitation, the express warranties made by the Trauma Center;
- (b) The Commission determines that satisfactory performance of the Agreement is substantially endangered or that a default is likely to occur;
- (c) The Trauma Center fails to make substantial and timely progress toward performance of the Agreement;
- (d) The Trauma Center becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Trauma Center terminates or suspends its business; or the Commission reasonably believes that the Trauma Center has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (e) The Trauma Center has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Agreement;

- (f) The Trauma Center has engaged in conduct that has or may expose the Commission or the State to liability, as determined in the Commission's sole discretion; or
  - (g) The Trauma Center has infringed any Commission Property, patent, trademark, copyright, trade dress or any other intellectual property rights of the Commission, the State, or a third party.
- 3. **Notice of Default.** If there is a default event caused by the Trauma Center, the Commission shall provide written notice to the Trauma Center requesting that the breach or noncompliance be remedied within the period of time specified in the Commission's written notice to the Trauma Center. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Commission may:
  - (a) Immediately terminate the Agreement without additional written notice; and/or
  - (b) Enforce the terms and conditions of the Agreement and seek any legal or equitable remedies.
- 4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Commission may terminate the Agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Trauma Center. Following termination upon notice, the Trauma Center shall be entitled to compensation, upon submission of "Requests for Funding" and proper proof of claim, for services performed under the Agreement up to and including the date of termination.
- 5. **Termination Due to Change in Law.** The Commission shall have the right to terminate this Agreement without penalty by giving thirty (30) days' written notice to the Trauma Center as a result of any of the following:
  - (a) The Commission's authorization to operate is withdrawn or there is a material alteration in the Programs administered by the Commission; and/or
  - (b) The Commission's duties are substantially modified.
- 6. **Payment Limitation in Event of Termination.** In the event of termination of the Agreement for any reason by the Commission, the Commission shall pay only those amounts, if any, due and owing to the Trauma Center for the services actually rendered up to the date specified in the notice of termination for which the Commission is obligated to pay pursuant to the Agreement. Payment will be made only upon submission of Requests for Funding and proper proof of the Trauma Center's claim. This provision in no way limits the remedies available to the Commission under the Agreement in the event of termination. The State shall not be liable for any

costs incurred by the Trauma Center in its performance of the Agreement, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Agreement.

7. **The Trauma Center's Termination Duties.** Upon receipt of notice of termination or upon request of the Commission, the Trauma Center shall:
- (a) Cease work under the Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Agreement, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Commission may require;
  - (b) Immediately cease using and return to the Commission, any personal property or materials, whether tangible or intangible, provided by the Commission to the Trauma Center;
  - (c) Comply with the Commission's instructions for the timely transfer of any active files and work product produced by the Trauma Center under the Agreement;
  - (d) Cooperate in good faith with the Commission and its employees, agents and contractors during the transition period between Commission notification of termination and winddown of the Agreement; and
  - (e) Immediately return to the Commission any payments made by the Commission for Program Support that were not performed or rendered by the Trauma Center.

## XI. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Trauma Center's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Trauma Center's responsibilities under the Agreement. The Trauma Center shall presume that all information received pursuant to the Agreement is confidential unless otherwise designated by the State. If it is reasonably likely the Trauma Center will have access to the State's confidential information, then:
- (a) Trauma Center shall have policies of confidentiality which shall address, including but not limited to, policies concerning information conveyed in verbal, written, and electronic formats;
  - (b) The Trauma Center must designate one individual who shall remain the responsible authority in charge of all data collected,

used, or disseminated by the Trauma Center in connection with the performance of the Agreement; and

- (c) The Trauma Center shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Agreement.

The private or confidential data shall remain the property of the State at all times. Some activities undertaken by the parties may require the Trauma Center to sign a nondisclosure agreement. Trauma Center understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Agreement.

- 2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Agreement or thereafter. Any data supplied to or created by the Trauma Center shall be considered the property of the State. The Trauma Center must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the request of the State.
- 3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Trauma Center for records containing confidential information, the Trauma Center shall promptly notify the Commission and cooperate with the State in any lawful effort to protect the confidential information.
- 4. **Reporting of Unauthorized Disclosure.** The Trauma Center shall immediately report to the Commission any unauthorized disclosure of confidential information.
- 5. **Survives Termination.** The Trauma Center's confidentiality obligation under the Agreement shall survive termination of the Agreement.

## XII. INDEMNIFICATION

- 1. **Trauma Center's Indemnification Obligation.** The Trauma Center agrees to indemnify and hold harmless Commission, Commissioners, the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
  - (a) Any breach of the Agreement;

- (b) Any negligent, intentional or wrongful act or omission of the Trauma Center or any employee, Medical staff, agent or subcontractor utilized or employed by the Trauma Center;
- (c) Any failure of services to comply with applicable specifications, warranties, and certifications under the Agreement;
- (d) The negligence or fault of the Trauma Center in design, testing, development, manufacture, or otherwise with respect to the services provided under the Agreement;
- (e) Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
- (f) The Trauma Center's performance or attempted performance of the Agreement, including any employee, agent or subcontractor utilized or employed by the Trauma Center;
- (g) Any failure by the Trauma Center to comply with the "Compliance with the Law" provision of the Agreement;
- (h) Any failure by the Trauma Center to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Trauma Center to conduct business in the State of Georgia or the United States;
- (i) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
- (j) Any failure by the Trauma Center to adhere to the confidentiality provisions of the Agreement.

**2. Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Trauma Center (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Trauma Center and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

**3. Litigation and Settlements.** The Trauma Center shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Trauma Center unless approved in writing by Trauma Center. No

settlement or compromise of any claim, loss or damage entered into by Trauma Center shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

4. **Patent/Copyright Infringement Indemnification.** Trauma Center shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Trauma Center immediate notice in writing of the institution of such suit, permits Trauma Center to fully participate in the defense of the same, and gives Trauma Center all available information, assistance and authority to enable Trauma Center to do so. Subject to approval of the Attorney General of the State of Georgia, the Commission shall tender defense of any such action to Trauma Center upon request by Trauma Center. Trauma Center shall not be liable for any award of judgment against the State reached by compromise or settlement unless Trauma Center accepts the compromise or settlement. Trauma Center shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the services is in any suit held to constitute infringement and its use is enjoined, Trauma Center shall, at its option and expense:

- (a) Procure for the State the right to continue using the services;
- (b) Replace or modify the same so that it becomes non-infringing;  
or
- (c) Remove the same and cancel any future charges pertaining thereto.

Trauma Center, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (a) Compliance with designs, plans or specifications furnished by or on behalf of the Commission as to the services;
- (b) Use of the services in combination with apparatus or devices not supplied by Trauma Center;
- (c) Use of the services in a manner for which the same was neither designed nor contemplated; or

- (d) The claimed infringement of any patent or copyright in which the Commission or any affiliate or subsidiary of the Commission has any direct interest by license or otherwise.

- 5. **Survives Termination.** The indemnification obligation of the Trauma Center shall survive termination of the Agreement.

### XIII. INSURANCE

During the initial term or any renewal term of this Agreement and for a period of at least one year from the termination or expiration of this Agreement thereafter, Trauma Center shall maintain, at its sole cost and expense, cyber liability insurance coverage with limits of not less than Three Million Dollars (\$3,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate. Such insurance shall provide coverage for, but not be limited to: (i) liability arising from data breaches, unauthorized access, theft or loss of data; (ii) claims made by third parties arising from or related to data breaches, unauthorized access, theft or loss of data; (iii) expenses related to legally required notifications to affected individuals and entities, including the cost of providing credit monitoring and identity theft protection services; and (iv) regulatory investigations and fines. Trauma Center shall promptly provide proof of coverage upon request of the Commission.

### XIV. WARRANTIES

- 1. **Construction of Warranties Expressed in the Agreement with Warranties Implied by Law.** All warranties made by the Trauma Center in the Agreement, whether or not the Agreement specifically denominates the Trauma Center's promise as a warranty or whether the warranty is created only by the Trauma Center's affirmation or promise, or is created by a description of the services to be provided, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the services provided by the Trauma Center. The provisions of this section apply during the term of the Agreement and any extensions or renewals thereof.
- 2. **Warranty – Nonconforming Services and Goods.** All services and any goods delivered by Trauma Center to the Commission shall be free from any defects in design, material, or workmanship. If any services or goods offered by the Trauma Center are found to be defective in material or workmanship, or do not conform to Trauma Center's warranty, the Commission shall have the option of returning, repairing, or replacing the defective services or goods at Trauma Center's expense. Payment for services and any goods shall not constitute acceptance. Acceptance by the

Commission shall not relieve the Trauma Center of its warranty or any other obligation under the Agreement.

- 3. Originality and Title to Concepts, Materials, and Goods Produced.** Trauma Center represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Agreement shall be wholly original with the Trauma Center or that the Trauma Center has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Trauma Center represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Agreement shall not infringe upon any other work, other than material provided by the Agreement to the Trauma Center to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Trauma Center represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Agreement.
- 4. Obligations Owed to Third Parties.** The Trauma Center represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Trauma Center pursuant to the Agreement are or will be fully satisfied by the Trauma Center so that the State and the Commission will not have any obligations with respect thereto.
- 5. Title to Property.** The Trauma Center represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Trauma Center until fully paid for by the Commission. Except as otherwise expressly authorized by the Commission, all materials produced by Trauma Center personnel in performance of services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be work made for hire and shall be the property of the State of Georgia.
- 6. Trauma Center's Personnel and Staffing.** Trauma Center warrants that all persons assigned to perform services under this Agreement are either lawful employees and agents of Trauma Center or lawful employees and agents of a subcontractor of Trauma Center. All persons assigned to perform services under this Agreement shall be qualified to perform such

services. Personnel assigned by Trauma Center shall have all professional licenses required to perform the services.

## XV. AGREEMENT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Agreement Terms and Conditions (including any Exhibits accepted by both the Commission and the Trauma Center attached hereto), the scope of work, and deliverables, the following order of precedence applies:
  - (a) First, by giving preference to the specific provisions of the Agreement Terms and Conditions.
  - (b) Second, by giving preference to the specific provisions of the other attachments to the Agreement.
2. **Compliance with the Law.** The Trauma Center, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Trauma Center, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Agreement. Trauma Center and Trauma Center's personnel shall also comply with all State and Commission policies and standards in effect during the performance of the Agreement, including but not limited to the Commission's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 *et seq.* have not and must not be violated under the terms of this Agreement. If the value of this Agreement is \$100,000 or more and Trauma Center is a company that employs more than five persons, Trauma Center certifies that Trauma Center is not currently engaged in and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. Section 50-5-85.
3. **Sexual Harassment Prevention.** The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees

and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If the Trauma Center, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Trauma Center may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

If Trauma Center has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Trauma Center certifies that:

- (a) Trauma Center will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy>;
- (b) Trauma Center has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Trauma Center will ensure that such employees and subcontractors complete the Georgia Department of Administrative services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State, Trauma Center will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

**4. Drug-free Workplace.** The Trauma Center hereby certifies as follows:

- (a) Trauma Center will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled

substance or marijuana during the performance of this Agreement; and

- (b) If Trauma Center has more than one employee, including Trauma Center, Trauma Center shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 *et seq.*, throughout the duration of this Agreement; and
- (c) Trauma Center will secure from any subcontractor hired to work on any job assigned under this Agreement the following written certification: “As part of the subcontracting agreement with (Trauma Center’s Name), (Subcontractor’s Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Agreement pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3.”

Trauma Center may be suspended, terminated, or debarred if it is determined that:

- (a) Trauma Center has made false certification here in above; or
- (b) Trauma Center has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

**5. Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. If the contract award exceeds the delegated purchasing authority of the Commission, then the Commission must obtain approval of the amendment from the Department of Administrative Services (DOAS) prior funding by the Commission to Trauma Centers. All amendments to the Agreement must be in writing and fully executed by duly authorized representatives of the Commission and the Trauma Center.

**6. Third Party Beneficiaries.** There are no third-party beneficiaries to the Agreement. The Agreement is intended only to benefit the Commission, the State, and the Trauma Center.

**7. Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to

suit or liability, including without limitation sovereign immunity, which may be available to the State.

- 8. Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Agreement or any informal negotiations which may occur between the State and the Trauma Center, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Trauma Center may elect to submit the matter for mediation. Either the State or the Trauma Center may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith.

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act, O.C.G.A. Section 50-18-70 *et seq.*

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

- 9. Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Commission. For the purpose of construing this clause, a transfer of a controlling interest in the Trauma Center shall be considered an assignment.

- 10. Use of Third Parties.** Except as may be expressly agreed to in writing by the Commission, Trauma Center shall not subcontract, assign, delegate or otherwise permit anyone other than Trauma Center or Trauma Center's personnel to perform any of Trauma Center's obligations under this Agreement or any of the work subsequently assigned under this Agreement. No subcontract which Trauma Center enters into with respect to performance of obligations or work assigned under the Agreement shall in any way relieve Trauma Center of any responsibility, obligation or liability under this Agreement and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Trauma Center under the Agreement shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Commission. The Commission shall have the right to request the removal of a subcontractor from the Agreement for good cause.
- 11. Integration.** The Agreement represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Agreement.
- 12. Headings or Captions.** The paragraph headings or captions used in the Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 13. Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived here from. Neither Trauma Center nor any of Trauma Center's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Trauma Center shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Agreement.
- 14. Joint and Several Liability.** If the Trauma Center is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Agreement, and for any default of activities and obligations.
- 15. Supersedes Former Agreements or Agreements.** Unless otherwise specified in the Agreement, this Agreement supersedes all prior contracts

or agreements between the Commission and the Trauma Center for the services provided in connection with the Agreement.

16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Commission and the Trauma Center, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.
17. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Agreement on behalf of the party at the address identified in the Participation Agreement Form. Each such notice shall be deemed to have been provided:
  - (a) At the time it is actually received; or,
  - (b) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
  - (c) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

18. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
19. **Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement. Further, if any provision of the Agreement is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Commission and the Trauma Center to amend, modify, eliminate, or otherwise change any part of this

Agreement shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

20. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement. Trauma Center shall ensure that all personnel providing services to the State are responsive to the State's requirements and requests in all respects.
21. **Authorization.** The persons signing this Agreement represent and warrant to the other parties that:
  - (a) It has the right, power and authority to enter into and perform its obligations under the Agreement; and
  - (b) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
22. **Successors in Interest.** All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
23. **Record Retention and Access.** The Trauma Center shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Trauma Center shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Trauma Center relating to orders, invoices or payments or any other documentation or materials pertaining to the Agreement, wherever such records may be located during normal business hours. The Trauma Center shall not impose a charge for audit or examination of the Trauma Center's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Trauma Center for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
24. **Solicitation.** The Trauma Center warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of

securing business) has been employed or retained to solicit and secure the Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency.


25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 *et seq.*, require procurement records and other records to be made public unless otherwise provided by law.
26. **Use of Name or Intellectual Property.** Trauma Center agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
27. **Taxes.** The Commission is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Trauma Center's employee's wages. The Commission is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Trauma Center or an authorized subcontractor has provided the Commission with a sworn verification regarding the filing of unemployment taxes or persons assigned by Trauma Center to perform services, which verification is incorporated herein by reference.
28. **Certification Regarding Sales and Use Tax.** By executing the Agreement, the Trauma Center certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) is not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Trauma Center also acknowledges that the State may declare the Agreement void if the above certification is false. The Trauma Center also understands that fraudulent certification may result in the Commission or its representative filing for damages for breach of contract.
29. **Delay or Impossibility of Performance.** Neither party shall be in default under the Agreement if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Trauma Center. If delay results from a subcontractor's conduct, negligence or failure to perform, the Trauma Center shall not be excused from compliance with the terms and obligations of the Agreement.
30. **Obligations Beyond Agreement Term.** The Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Agreement. All obligations of the Trauma Center incurred or existing under the Agreement as of the date of expiration,

termination or cancellation will survive the termination, expiration or conclusion of the Agreement.

31. **Counterparts.** The Commission and the Trauma Center agree that the Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
32. **Further Assurances and Corrective Instruments.** The Commission and the Trauma Center agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.
33. **Transition Cooperation and Cooperation with other Trauma Centers.** Trauma Center agrees that upon termination of this Agreement for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Trauma Center shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform the services for the State. The Trauma Center shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with others for additional work related to services rendered under the Agreement, Trauma Center agrees to cooperate fully with such other person. Trauma Center shall not commit any act, which will interfere with the performance of work by any other person.

## EXHIBIT 2 FY 2026 REQUEST FOR FUNDING FORM

	<b>GEORGIA TRAUMA COMMISSION</b>	<b>FY 2026 Request for Funding Form</b>		
<b>TRAUMA CENTER NAME</b>		<b>AGREEMENT NUMBER</b>		
Remit Completed Request for Funding as a PDF by email to <a href="mailto:gtcbusinessops@gtc.ga.gov">gtcbusinessops@gtc.ga.gov</a>				
<b>Funding Description</b>	<b>Approved Budget</b>	<b>1<sup>st</sup> Biannual Request for Funding</b>	<b>Current Funding Request</b>	<b>Balance of Remaining Funds</b>
Performance-Based Readiness Payment Program	\$	\$	\$	\$
Non Performance-Based Readiness Program	\$	\$	\$	\$
Registry Support Program	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$
<i>I, the undersigned, certify that this Request for Funding is a request for funding for the completed actions, tasks, obligations and responsibilities of the above named Programs as agreed upon in the Agreement.</i>				
Trauma Center Approval Signature:				
Printed Name of Request for Funding Preparer:		Signature of Party Submitting Request for Funding		
Date Signed:		Printed Name and Title of Party Submitting:		
Commission Approval:				
Signature of Approver:				
Printed Name and Title of Approver:		Date Approved:		
Elizabeth V. Atkins, Executive Director				

**EXHIBIT 3  
FY 2026 LEVEL IV PBP SCORECARD**



GEORGIA TRAUMA  
COMMISSION

FY 2026 LEVEL IV PBP CRITERIA					
Metric	% at Risk	Criteria Description	% Tiers	Result	
		<b>Appointed Senior Executive Participation</b>			<b>SYSTEM PARTICIPATION</b>
#1	2	<b>Appointed Senior Executive (or designee) participation in quarterly Trauma Administrators Committee virtual AND in-person meetings* (2.1)</b>			
		Senior Executive (or designee) attend 3 virtual <b>AND</b> 1 in-person meeting	2		
		Senior Executive (or designee) attend 2 virtual <b>AND</b> 1 in-person meeting	1		
		Senior Executive (or designee) attend 2-3 virtual meetings	0.5		
		Senior Executive (or designee) attend 0-1 of 4 meetings	0		
#2	2	<b>Appointed Senior Executive (or designee) in-person participation at Winter 2026 GQIP meeting (2.1)</b>			
		Yes	2		
		No	0		
		<b>Trauma Medical Director (TMD) Participation</b>			
#3	2	<b>TMD (or designee) participation in GQIP virtual AND in-person Summer 2025 AND in-person Winter 2026 meetings* (2.1)</b>			
		Trauma Medical Director (or designee) attend 2 virtual; 2 in-person (Summer & Winter)	2		
		Trauma Medical Director (or designee) attend 1 virtual; 2 in-person (Summer & Winter)	1		
		Trauma Medical Director (or designee) attend 1-2 virtual; 1 in-person (Summer or Winter)	0.5		
		Trauma Medical Director (or designee) attend 0 of 4 meetings	0		
#4	2	<b>TMD (or designee) participation in Trauma Medical Directors Committee meetings* (2.1)</b>			
		Trauma Medical Director (or designee) attend 3-4 of 4 meetings	2		
		Trauma Medical Director (or designee) attend 2 of 4 meetings	1		
		Trauma Medical Director (or designee) attend 1 of 4 meetings	0.5		
		Trauma Medical Director (or designee) attend 0 of 4 meetings	0		
		<b>Trauma Program Manager (TPM) Participation</b>			
#5	2	<b>TPM (or designee) participation in Georgia Committee for Trauma Excellence (GCTE) meetings.* (2.1)</b>			
		Trauma Program Manager (or designee) attend 3-4 of 4 meetings	2		

		Trauma Program Manager (or designee) attend 2 of 4 meetings	1		ACSCRITERIA
		Trauma Program Manager (or designee) attend 1 of 4 meetings	0.5		
		Trauma Program Manager (or designee) attend 0 of 4 meetings	0		
#6	1	<b>TPM (or designee) in-person participation at GQIP Summer 2025 AND Winter 2026 meetings (2.1)</b>			
		Trauma Program Manager (or designee) attend 2 of 2 in-person GQIP meetings	1		
		Trauma Program Manager (or designee) attend 1 of 2 in-person GQIP meetings	0.5		
		Trauma Program Manager (or designee) attend 0 of 2 in-person GQIP meetings	0		
#7	1	<b>Participation by at minimum ONE trauma program staff member in LIII/IV Rural Committee meetings* (2.1)</b>			
		Trauma Program Staff attend 3-4 of 4 meetings	1		
		Trauma Program Staff attend 2 of 4 meetings	0.75		
		Trauma Program Staff attend 1 of 4 meetings	0.5		
		Trauma Program Staff attend 0 of 4 meetings	0		
#8	0	<b>Peer Review Committee attendance at 50% for all Peer Review Committee required members. ** (7.6)</b>			ACSCRITERIA
		Yes	0		
		No	0		
#9	3	<b>Record closure rate demonstrated at 80% within 60 days. Report submitted with quarterly GQIP data download. (6.2)</b>			GQIP
		Yes	3		
		No	0		
#10	2	<b>Data downloads to GQIP central site completed within 10 business days of due date as published on GQIP Data Resources Webpage***</b>			GQIP
		Yes	2		
		No	0		
#11	0	<b>Trauma registry professional demonstrate evidence of one of the following courses: AIS 2015, Trauma Registry Course, or ICD-10 course * or if completed, demonstrate 8 hours of continuing education. *</b>			GQIP
		Yes	0		
		No	0		
	17%	<b>Total at Risk % Level I IV Trauma Centers</b>			

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**Trauma Program Manager Signature**

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**Trauma Program Manager Printed Name**

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**Trauma Medical Director Signature**

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**Trauma Medical Director Printed Name**

\*Compliance timeframe defined as fiscal year: July 2025-June 2026. Meeting cancellations are awarded as credit.

\*\*Per the 2022 Published "Optimal Resources for Care of the Injured Patient"

\*\*\* GQIP Data Resources: <https://trauma.georgia.gov/gqip/gqip-data-resources>

**New or Updated Criteria**

SAMPLE

## EXHIBIT 4

### SUBMISSION TIMELINE FOR REQUIRED DOCUMENTATION SCHEDULE

Due Dates	Deliverable	Description	Documentation
31 August 2025	Copy of signed Participation Agreement Form signature page electronically emailed to <a href="mailto:gctbusinessops@gtc.ga.gov">gctbusinessops@gtc.ga.gov</a>  Trauma Center will notify Commission if original signature hard copies are required.		
31 January 2026	First Bi-Annual Request for Funding Form (Exhibit 2)	All Registry Support Program funding	Requests for Funding are to be in PDF format only, signed and dated and submitted via email. A Request for Funding template in Excel will be provided to Trauma Center. Submit all Request for Funding Forms and confirmations to: <a href="mailto:gctbusinessops@gtc.ga.gov">gctbusinessops@gtc.ga.gov</a>



**EXHIBIT 5**  
**Funding Suspension and Restoration**  
**Following DPH Current Level Designation Loss Impact on Readiness Funding**

<b>Letter of No Verification Dated:</b>	<b>FY 2026 Funding</b>	<b>FY 2027 Funding</b>	<b>FY 2028 Funding Contingent on Commission Receipt of Verification Letter By</b>	<b>Approx Time Lapse from Loss of Funding to Restoration of Funding</b>
<b>Jul 1 – 31, 2025</b>	Yes	No	June 30, 2027	24 Months
<b>Aug 1 – 31, 2025</b>	Yes	No	June 30, 2027	23 Months
<b>Sep 1 – 30, 2025</b>	Yes	No	June 30, 2027	22 Months
<b>Oct 1 – 31, 2025</b>	Yes	No	June 30, 2027	21 Months
<b>Nov 1 – 30, 2025</b>	Yes	No	June 30, 2027	20 Months
<b>Dec 1 – 31, 2025</b>	Yes	No	June 30, 2027	19 Months
<b>Jan 1 – 31, 2026</b>	Yes	No	June 30, 2027	18 Months
<b>Feb 1 – 28, 2026</b>	Yes	No	June 30, 2027	17 Months
<b>Mar 1 – 31, 2026</b>	Yes	No	June 30, 2027	16 Months
<b>Apr 1 – 30, 2026</b>	Yes	No	June 30, 2027	15 Months
<b>May 1 – 31, 2026</b>	Yes	No	June 30, 2027	14 Months
<b>Jun 1 – 30, 2026</b>	Yes	No	June 30, 2027	13 Months

**EXHIBIT 6**  
**Trauma Center Annual Actual Use of Funding Report**



**GEORGIA TRAUMA  
COMMISSION**

**Georgia Trauma Commission Funding Annual Actual Use Report**

**Contact Information:** \_\_\_\_\_

**Fiscal Year Being Reported:** \_\_\_\_\_

**Name of Hospital:** \_\_\_\_\_

**Name of Person Completing Report:** \_\_\_\_\_

**Title of Person Completing Report:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Eligibility**

Were you ineligible for funding anytime during the fiscal year you are reporting? \_\_\_\_\_

If you answered "Yes" to the previous questions when did you become ineligible? \_\_\_\_\_

**Fiscal Year**

Total amount of Trauma Center Funds received during the fiscal year being reported? \_\_\_\_\_

Trauma Fund Expenditures	Actual Cost
<b>Support extensive trauma-related training to staffs:</b>	
Continuing medical education for all level of clinicians	
Trauma-related certification classes (i.e. ATLS, TNCC, ATCN, CATN, etc.)	
Trauma-related classes or conferences	
Obtaining training equipment, aids, materials, and supplies	
Backfilling for staff attending trauma educational events	
Consulting fee for disaster drills	
<b>Support a trauma-specific comprehensive performance improvement program or enhanced data collection</b>	
The purchase of ESO V5 Web-Hosted Registry, PRQ Report Writer Package or Outcome Module	
Consulting fee for registry support	
TQIP Enrollment (excludes Level IV Trauma Centers and ACS TQIP participation funded by GTC)	
Support multidisciplinary performance improvement committees	
Offset the cost of preparing for and undergoing state trauma verification.	
<b>Support injury prevention/community outreach to include:</b>	
Trauma Center and Trauma System awareness	
Community/public education program(s) related to injury prevention (staffing, supplies, marketing, travel supplies, etc.)	
<b>Support for outreach program(s):</b>	
Educating staff(s) at non-designated hospitals on trauma care and trauma triage	
A program to provide performance improvement-related feedback to cases received from referring facilities and their staff	
Educating Prehospital providers on trauma care and trauma triage	
A program to provide performance improvement-related feedback to Prehospital providers/agencies	
<b>Support for trauma-related research:</b>	
Provide support for trauma-related research that is shared with and supports the Georgia Trauma System	

<b>Procure trauma-specific patient care equipment</b>	
<b>Renovations of physical structures to benefit trauma care</b>	
<b>Support an administrative infrastructure dedicated to the trauma program as required for designation and ACS Verification (Level I, II, and III Trauma Centers):</b>	
Trauma Medical Director	
Trauma Program Manager	
Trauma Registrar	
Trauma Performance Improvement Coordinator	
Other Administrative Staff(s) dedicated to supporting the trauma program.	
<b>Support higher staffing levels (on-call stipends) that will assure quality trauma care day or night to include up to a maximum of 55 percent of the funding received:</b>	
Trauma Surgeons	
Other Physician Specialties	
Mid-Level/Physician Extenders	
Increased nursing staff to meet required nurse-patient ratios	
<b>Other items supported by Trauma Center Fund monies:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	

Hospital Representative Printed: \_\_\_\_\_

Hospital Representative Digital Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT 7

### FY 2026 APPROVED BUDGET

<b>TRAUMA CENTER</b>	<b>AGREEMENT NUMBER</b>
<b>TRAUMA CENTER CONTACT NAME</b>	

<b>PROGRAMS</b>	<b>APPROVED BUDGET</b>
<b>Performance-Based Payment Readiness Program Based on Scorecard Submitted in FY 2025 Results</b>	<b>\$</b>
<b>Non Performance-Based Readiness Program Funding</b>	<b>\$</b>
<b>Registry Support Program Funding</b>	<b>\$</b>
<b>TOTAL</b>	<b>\$</b>

## EXHIBIT 8

### Determination of Performance-Based Allocation Payment Per Fiscal Year

<b>Agreement Term</b>	<b>Agreement Fiscal Year*</b>	<b>Time Frame of Scorecard Data Collection</b>	<b>PBP Calculation Based on Scorecard Date from FY</b>
July 1, 2025 - June 30, 2026 Initial Term	FY 2026	January 1, 2024 -December 31, 2024	FY 2025
July 1, 2026 - June 30, 2027 Renewal Term	FY 2027	January 1, 2024 -December 31, 2024	FY 2025
July 1, 2027 - June 30, 2028 Initial Term	FY 2028	July 1, 2026 - June 30, 2027	FY 2026
July 1, 2028 - June 30, 2029 Renewal Term	FY 2029	July 1, 2027 - June 30, 2028	FY 2027
July 1, 2029 - June 30, 2030 Initial Term	FY 2030	July 1, 2028 - June 30, 2029	FY 2028

\* Payment Year