



**GEORGIA TRAUMA
COMMISSION**

**READINESS SERVICES PROGRAM,
PERFORMANCE BASED PAYMENT PROGRAM SERVICES, AND
REGISTRY SERVICES PROGRAM
AGREEMENT**

BETWEEN

THE GEORGIA TRAUMA CARE NETWORK COMMISSION

AND

(NAME AND ADDRESS)

**STATE FUNDS
FISCAL YEAR 2024**

STATE OF GEORGIA
COUNTY OF MADISON

STATE OF GEORGIA
GEORGIA TRAUMA CARE NETWORK COMMISSION:

READINESS SERVICES,
PERFORMANCE BASED PROGRAM SERVICES, AND
REGISTRY SERVICES PROGRAM AGREEMENT

THIS AGREEMENT (hereinafter, "Agreement") by and between the Georgia Trauma Care Network Commission (hereinafter referred to as the "Commission") and (NAME), a Georgia-designated trauma center located within the State of Georgia (hereinafter referred to as the "Trauma Center"),

WITNESSETH:

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

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

WHEREAS FURTHER, the Georgia Trauma System Act provides that the Commission shall act as the accountability mechanism for the entire Georgia trauma system, primarily overseeing the flow of funds from the Georgia Trauma Trust Fund into the Georgia trauma system; and

WHEREAS FURTHER, the Commission has been granted the power, duty, and responsibility to allocate State funds appropriated to the Commission in order to carry out its purposes pursuant to O.C.G.A. § 31-11-102; and

WHEREAS FURTHER, the Commission has recommended and the Commission approved, for State Fiscal Year 2024, the use and specific distribution of the funds detailed in this Agreement; and

WHEREAS FURTHER, pursuant to the Georgia Trauma System Act, the Commission has been granted the power, duty, and responsibility to establish, maintain, and administer a trauma center network to coordinate the best use of existing trauma facilities in this 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 the citizens of this State on trauma prevention; to coordinate and assist in the collection of data to evaluate the provision of

trauma care services in this State; and

WHEREAS FURTHER, pursuant to O.C.G.A. § 31-11-100 *et seq.*, the Commission is to coordinate its activities with the Department of Public Health and to coordinate and assist in the collection of data to evaluate the provision of trauma care services and to study the provision of trauma care services in this 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; and

WHEREAS FURTHER, the Commission desires to fulfill its statutory duties and responsibilities by reimbursing physicians and hospitals who have provided uncompensated care to trauma patients at designated trauma centers as identified in the Georgia State Trauma Registry and providing funds for trauma readiness services, trauma registry data reporting, performance, and trauma system development services at designated trauma centers; and

WHEREAS FURTHER, the Trauma Center, by and through its trauma physicians, has the skills, qualifications, expertise, financial resources, and experience necessary to perform the services described in this Agreement; and,

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:

1. Basic Undertaking:

The Trauma Center shall perform the services set forth in this Agreement. The Commission agrees to compensate the Contractor in exchange for these services as set forth in this Agreement. The Contractor will have daily operations reporting and a strategic planning and implementation reporting relationship with the Executive Staff of the Commission.

2. Definitions and Terms:

For purposes of this Agreement, the following terms, abbreviations, and acronyms are defined as follows:

Burn Trauma Center: A facility that has been ABA 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.

Business Days: Traditional workdays, including Monday, Tuesday, Wednesday, Thursday, and Friday. State Holidays are excluded.

Calendar Days: All seven (7) days of the week

Agreement: The written, signed agreement between the Commission and the Trauma Center comprised of the executed Agreement, any addenda, appendices, attachments, exhibits, or amendments thereto.

Agreement Execution: The date when all parties have signed the Agreement.

Eligible physicians: Emergency physicians, Trauma surgeons, Burn surgeons, Neurosurgeons, Radiologists (must be licensed in the State of Georgia and must read and submit formal reports on trauma-related diagnostics in real-time), Orthopedists/hand surgeons, Plastics/maxillofacial surgeons and Anesthesiologists who are identified in the Trauma Center's trauma registry or burn repository.

O.C.G.A.: Official Code of Georgia Annotated (State Statute)

Qualifying Trauma System Patients: An injured individual who is in the care of EMS or a hospital that meets the Georgia Trauma System Entry Criteria.

Regional Trauma System Plan: A comprehensive plan developed based on a system assessment by and for a Regional Trauma Advisory Committee that specifies and formalizes the relationships among the various regional trauma system components to coordinate the best use of existing trauma capabilities and identifies additional and needed capacities. A regional Trauma System Plan will have the following components, at a minimum: pre-hospital, hospital, communications, data-driven performance improvement, and a Regional Trauma Advisory Committee. The Georgia Trauma Commission approves regional Trauma System Plans.

Trauma Center: A facility verified by the American College of Surgeons as a Level I or II adult or pediatric trauma center, or a designated Level III or Level IV trauma center by the Department of Public Health. O.C.G. A. Section 31-11-100 (1)

Trauma Patient: A patient who is listed on the State Trauma Registry or the National Trauma Registry of the American College of Surgeons or who is a trauma burn patient.

Trauma Burn Patient: A patient admitted to a burn trauma center with a burn-specific principal diagnosis code as published by the International Classification of Diseases who has at least one of the following injuries or complications based on criteria developed by the American Burn Association:

- a) Partial-thickness burns over at least 10 percent of the total body surface area; Burns that involve the face, hands, feet, genitalia, perineum, or major joints;
- b) Third-degree burns in any age group; Chemical burns;
- c) An inhalation injury;
- d) A burn injury and preexisting medical disorder that could complicate management, prolong recovery, or affect mortality;
- e) Burns and concomitant trauma, such as fractures, in which the burn injury poses the greatest risk of morbidity or mortality; or

- f) Burn injury patients who require special social, emotional, or rehabilitative intervention.

3. Scope of Work:

Trauma Center agrees that funds received from the Commission pursuant to this Agreement will be utilized subject to the conditions attached hereto as “**Exhibit 1.**”

4. Warranties and Representations:

Trauma Center warrants represent, and covenants, that it will maintain its designation as a “trauma center” from the Department of Public Health during the term of this Agreement. Trauma Center further warrants, represents, and covenants that it will abide by and meet all of the requirements set forth in **Exhibit 1** of this Agreement, and it will account for these funds in accordance with generally accepted accounting principles. Trauma Center acknowledges that the requirements in **Exhibit 1** and hereof are conditions subsequent to the payment of funds under this Agreement and that, if the Trauma Center breaches any or all of said requirements, the Commission shall have the right to demand and receive repayment of any or all of the payments tendered to the Trauma Center under this Agreement in accordance with the terms of Section 10 hereof.

5. Payment For Services:

The Commission shall pay Trauma Center in accordance with the rate schedule set forth on the Rate Schedule, which is attached hereto as “**Exhibit 2,**” and under no circumstances will the total payments made by the Commission during the term of this Agreement exceed (**AMOUNT WORDS**) (**AMOUNT NUMBER**). Each invoice submitted by Trauma Center for payment under this Agreement must reference the Agreement number, include Trauma Center’s tax identification number (FEIN), and be itemized to identify the activities being billed. Invoice and compliance report submission dates are documented and attached hereto as “**Exhibit 3.**” An Invoice template will be provided to Trauma Center. Unless the Commission disputes the amounts indicated on the invoice, Commission will make every effort to approve and pay the invoice within thirty (30) calendar days of receipt. Each invoice must be emailed as a PDF document of a signed hard copy to gtcbusinessops@gtc.ga.gov within the prescribed date-due timeframe. The associated compliance report information may be submitted as the text of that email.

6. Term of Agreement:

This Agreement shall begin on UPON EXECUTION and shall continue until 30 June 2024 (hereinafter referred to as the “term”). The Commission and Trauma Center may elect to renew this Agreement on the same terms and conditions for four (4) additional one (1) year periods beginning 01 July and ending 30 June of the succeeding years only if the Commission and Trauma Center agree in writing to renew the Agreement at least thirty (30) calendar days prior to the expiration of the then-current term. Renewal will be pursuant to the same terms and conditions of this Agreement, except that Sections 3 and 5 may be modified as necessary to reflect the mutually agreed upon scope of work and payment terms for the renewal period consistent with the Commission’s need for services and appropriation for the renewal period.

7. Records, Monitoring, and Auditing:

A. Trauma Center shall and shall cause each of its subcontractors to maintain accurate books, records, documents, and other evidence concerning Trauma Center's financial status, costs, expenses, provision of deliverables, and performance of Services under this Agreement (hereinafter referred to as the "Records"). Trauma Center agrees to make available, at all reasonable times during the period set forth below, the Records for inspection or audit by a duly authorized representative appointed by the Commission or the Georgia State Auditor. Trauma Center shall preserve and make available its records for a period of five (5) years from the date of final payment under this Agreement or for such period (if any) as is required by applicable statute. If the Agreement is completely or partially terminated, the Records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Agreement, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor or any of his or her duly authorized representatives, shall be retained by Trauma Center until such appeals, litigation, claims or exceptions have been disposed of. In addition, the Commission, the Georgia State Auditor, or their authorized representatives shall have the right to enter into the premises of Trauma Center and/or all subcontractors or such other places where duties under this Agreement are being performed for the Commission in order to inspect, monitor, audit, or otherwise evaluate the services or any other work performed pursuant to this Agreement.

B. Trauma Center's accounting procedures and practices shall conform to generally accepted accounting principles (hereinafter referred to as "GAAP"), and the expenditure of funds received from the Commission shall be readily ascertainable therefrom.

C. At its discretion, the Commission shall have the right to audit or request an independent third party be engaged to audit Trauma Center's books, records, and other documentation pertaining to the costs and expenses incurred under this Agreement. If the Commission or its duly authorized representative conducts an audit and determines that Trauma Center has been overpaid relative to the services that have been provided, the Commission shall promptly issue a written notice to the Trauma Center. The notice shall contain the following information:

- i. Date(s) of overpayment and
- ii. Amount of overpayment.

Trauma Center shall have thirty (30) calendar days from the receipt of this notice to issue a written response to the Commission. In that response, Trauma Center may take one of the following actions:

- i. Agree that an overpayment has taken place or
- ii. Dispute that an overpayment has taken place and set forth its reasons for this position, including any supporting documentation.

If the Trauma Center agrees that an overpayment has taken place, or Trauma Center fails to respond within thirty (30) calendar days, the Commission shall deduct the amount of the overpayment from upcoming payments to Trauma Center until the amount is fully recouped.

D. Trauma Center shall bear the cost of any audit requested by the Commission or required pursuant to this Agreement.

8. Relationship of the Parties:

All work performed under this Agreement by Trauma Center shall be performed as an independent contractor. Neither Trauma Center nor any of its agents, servants, or employees shall be deemed to be agents, servants, or employees of the Commission. Neither Trauma Center nor any of its agents, servants, or employees has authority, either expressed or implied, to act on behalf of the Commission. Trauma Center shall be responsible for compliance with all laws, rules, and regulations involving their respective employees, including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Trauma Center is also responsible for complying with all federal, state, and local regulatory laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the Emergency Medical Treatment and Active Labor Act.

9. Loss of Funding:

The Commission's source of funds to make payments pursuant to this Agreement is based upon appropriations from the General Assembly. If the source of payment for the services no longer exists or is insufficient for the Commission to meet its obligations hereunder, then the Commission may immediately terminate or put forth an amendment to this Agreement without further obligation of the Commission or the State of Georgia. The certification of the Executive Director of the Commission as to the events stated herein shall be conclusive.

10. Termination of Agreement:

A. **Termination for Cause-** The Commission may, in its sole discretion, determine that Trauma Center is failing to substantially comply with the terms and conditions of this Agreement, including, but not limited to, (i) failing to comply with the terms of this Agreement in a timely manner; (ii) failing to complete all or a portion of the actions required under the Agreement; (iii) acting in any way contrary to the purposes for which the payment was awarded; or (iv) violating any federal, state, or local law, ordinance or regulation, including but not limited to non-discriminatory compliance. The Commission shall provide written notice thereof to the Trauma Center. The notice must identify specific incidents or circumstances comprising the failure of performance. As soon as is practicable, but no more than five (5) business days after receipt of said notice, the appropriate representative of both parties shall meet to discuss the complaint. In the event the complaint is not resolved within the amount of time mutually agreed upon by both parties, or if the parties fail to agree to a mutual time frame for resolution, the Commission may terminate this Agreement upon three (3) calendar days' written notice to the Trauma Center.

B. **Termination for Convenience-** The Commission shall have the authority to terminate this Agreement for any or no reason. The Commission may terminate this Agreement upon thirty (30) days' written notice, which shall commence upon the date of said notice. The Trauma Center shall have the authority to terminate this Agreement for any or no reason. The Trauma Center may terminate this Agreement upon sixty (60) days' written notice, which shall commence upon the date of said notice.

11. Entire Agreement:

This Agreement supersedes all prior negotiations, discussions, statements, and agreements between the Commission and the Trauma Center with respect to the requirements under this Agreement, including, but not limited to, the payments made hereunder. This Agreement constitutes the entire agreement among and between the parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No agent, officer, representative, or attorney for either party has the authority to make any statement, representation, or agreement amending or supplementing the provisions of this Agreement except as provided in Section 14.

12. Waiver of Breach; No Estoppel:

The waiver by the Commission of the breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement and shall not establish a course of performance between the parties contradictory to the terms hereof. No course of action or failure to act by the Commission or any of its members, employees, agents, or other representatives shall serve to modify this Agreement, waive rights under it or to arise from its breach, or stop the Commission from enforcing its provisions.

13. Notices:

All notices provided for herein shall be deemed duly given upon delivery if delivered by hand or email, or upon three (3) days after posting if sent by certified mail, return receipt requested. Notice shall be given to the following persons or officials at the following addresses:

Georgia Trauma Care Network Commission:
Elizabeth V. Atkins, Executive Director
248 W. Jefferson Street
Madison, GA 30650
Elizabeth.Atkins@gtc.ga.gov

Name
Address

Either party may, from time to time, with five (5) days prior written notice to the other party, specify a different agent or address to which notices can be delivered. The rejection or other refusal to accept notice or inability to deliver a notice because of a changed agent or address of which no notice was given shall constitute receipt of the notice on the date when personal service is attempted or the date of the postmark if mailed.

14. Modification of Agreement.

No amendment to this Agreement shall be binding on either party unless it shall be in writing, executed by the duly authorized representative of each party, and by express reference incorporated into and made a part of this Agreement.

15. Indemnification.

Trauma Center hereby waives, releases, relinquishes, discharges, and agrees to indemnify, protect and save harmless the State of Georgia (the "State"), the Commission, and their officers and employees (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for bodily injury (including but not limited to death), personal injury or property damage arising from any negligent act or omission on the part of Trauma Center, its agents, employees, subcontractors, or others working at the direction or on behalf of Trauma Center or caused by the breach of this Agreement by Contractor. This indemnification applies notwithstanding the fact that third parties or the Indemnitees may be partially responsible for the situation resulting in the claim or the claim resulting in a monetary obligation that exceeds any contractual commitment. This indemnification extends to the successors and assigns of Trauma Center and survives the termination of the Agreement and, to the extent allowed by law, the bankruptcy of Trauma Center. This indemnification does not apply if the claim arises from the willful and wanton misconduct or sole negligence of the Indemnitees. To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund, the Trauma Center 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 waives any right of subrogation against the State, the Indemnitees, and the Fund and insurers participating thereunder, to the full extent of this indemnification. Trauma Center shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss, or damage entered into by Indemnitees 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 Indemnitees unless approved in writing by Indemnitees. In no event shall either party be liable to each other for any consequential, incidental, special, or punitive damages, regardless of whether an action is brought in tort, contract, or any other theory.

16. Governing Law:

This Agreement shall be governed by and construed in accordance with Georgia law, without regard to its conflict of laws rules or any other rules directing referral to foreign law or forums. Any action brought to assert any right or remedy pertaining to this Agreement shall be brought exclusively in the Superior Court of Fulton County, Georgia. Each party expressly submits and consents in advance to such jurisdiction and waives any objection based upon lack of personal jurisdiction or improper venue of forum non-conveniens.

17. Conflict Resolution:

If a dispute, controversy, or claim, including but not limited to payment disputes, arises under the terms and conditions of this Agreement, the parties agree that prior to litigation, the parties will work in good faith to resolve the dispute through negotiations between executive director and Trauma Center contact and, if necessary, engage in mediation. Should the parties be unable to reach a resolution, each party retains any and all remedies available to it, including but not limited to the commencement of a civil action subject to the defenses of the other party.

18. Nonexclusive Contract:

This Agreement is entered into solely for the convenience of the Commission, and it in no way precludes Commission from obtaining like services from other providers.

19. Conflict of Interest:

Trauma Center represents and warrants that it, its Principals, its employees, and all others in close association with them have no conflict of interest or time, directly or indirectly, which would prevent the timely performance of the services and free of the appearance or fact of impropriety. Trauma Center promises to allow no such conflict to arise and promises to disclose such a conflict if one nevertheless develops.

20. Survivability:

The provisions of Sections 3, 7, 15, and 26 will survive the termination or expiration of the Agreement.

21. Taxes:

All fees payable to Trauma Center hereunder shall be net of any and all taxes that the Trauma Center may be required by law to collect in connection with the provision of the services hereunder. Trauma Center shall be solely responsible for payment of any and all taxes lawfully imposed upon it.

22. Headings:

The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

23. Assignability:

The Trauma Center shall not assign this Agreement or any right or obligation hereunder without the prior written approval from a duly authorized representative of the Commission.

24. Time of the Essence:

Time is of the essence with respect to the Trauma Center's performance of its duties and obligations under this Agreement.

25. No Third-Party Beneficiaries:

This Agreement is for the benefit only of the undersigned parties hereto. Nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

26. Compliance with All Laws:

Trauma Center shall comply with all laws, ordinances, rules, and regulations of any governmental entity pertaining to its performance pursuant to this Agreement, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the Emergency Medical Treatment and Active Labor Act.

27. Placement on Rulemaking Notice List:

For the term of this Agreement and any renewal thereof, the Commission agrees to place and maintain the Trauma Center and its primary mailing address on the mailing list maintained by

the Commission for advance notice of its rule-making proceedings pursuant to O.C.G.A. § 50-13-4(a)(1).

The remainder of this page has been left blank intentionally.

SAMPLE

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

**STATE OF GEORGIA
GEORGIA TRAUMA CARE NETWORK COMMISSION:**

Elizabeth V. Atkins, Executive Director
Georgia Trauma Care Network Commission

Date

Dennis W. Ashley, Chair
Georgia Trauma Care Network Commission

Date

NAME:

BY: _____
Signature

Date

Print/Type Name

TITLE