



STATE OF GEORGIA

OFFICE OF THE GOVERNOR

ATLANTA 30334-0900

Sonny Perdue  
GOVERNOR

**MEMORANDUM OF UNDERSTANDING  
FOR THE  
PEACHCARE PARTNERSHIP PROGRAM**

18<sup>th</sup> This Memorandum of Understanding ( "MOU") is made and entered into this day of February, 2008 by and between the State of Georgia, acting through the Office of the Governor of Georgia and the Georgia Department of Community Health (collectively referred to as "DCH"), Shriners Hospitals for Children, for and on behalf of its Greenville and Tampa Hospitals, which it owns and operates (hereinafter collectively referred to as "Shriners"), Amerigroup Managed Care Corporation, Inc. ("Amerigroup"), Peach State Health Plans, Inc. ("Peach State"), and WellCare of Georgia, Inc. ("WellCare").

**WHEREAS**, the promotion of quality in children's health care is a priority for the State of Georgia; and

**WHEREAS**, the State of Georgia created the PeachCare for Kids Program to increase the quality of health care available to Georgia children; and

**WHEREAS**, DCH is the single state agency designated to administer Medical Assistance in Georgia under Title XIX of the Federal Social Security Act, as amended, and O.C.G.A. § 49- 4-140 et. seq. (the "Medicaid Program"), and is charged with ensuring the appropriate delivery of health care services to Medicaid and PeachCare for Kids Program recipients; and

**WHEREAS**, DCH has engaged Amerigroup, Peach State and WellCare, (hereinafter collectively referred to as the "Care Management Organizations") to provide certain services related to the PeachCare for Kids Program; and



**WHEREAS**, Shriners possesses a network of pediatric specialty hospitals focusing on orthopaedic conditions, burn injuries, spinal cord rehabilitation and cleft lip and palate repair (“Services”); and

**WHEREAS**, Shriners has generously offered to make available their specialized services as they relate to orthopaedic and burn conditions (“Eligible Services”) at no cost or charge to children enrolled in the PeachCare for Kids Program, who qualify for such medical care at the Tampa and Greenville Hospitals; and

**WHEREAS**, Shriners, DCH and the Care Management Organizations recognize:

(a) That the provision of comprehensive and coordinated, medical treatment is in the best interest of pediatric patients; some of whom require additional follow-up care and therapy;

(b) Desire to arrange for the Services of Shriners for the benefit of children who are covered by the Care Management Organizations’ plans who may be eligible for admission to Shriners; and

(c) Are willing to collaborate with each other in order to deliver comprehensive healthcare to children who qualify for such Services.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

**1. Responsibilities of the Office of the Governor of Georgia**

- a. Advise and inform members of the PeachCare for Kids Program through the designated state agency, the Georgia Department of Community Health, of the availability of the Services rendered by Shriners.

**2. Responsibilities of the Georgia Department of Community Health**

- a. Advise the Care Management Organizations of the Services available through and by Shriners.
- b. Direct the Care Management Organizations to refer members of the Peach Care for Kids Program to Shriners for evaluation and assessment for treatment purposes; when appropriate.



- c. Review any submitted reports from Shriners and Care Management Organizations regarding member hospitalizations.
- d. Periodically evaluate the level of cost savings attributable to services provided through the use of Shriners.
- e. Consider the level of cost savings attributable to services provided through the use of Shriners when determining Care Management Organization reimbursement.

### **3. Responsibilities of the Care Management Organizations**

- a. Identify members of the Peach Care for Kids Program that may benefit from the Services offered by Shriners, if determined appropriate for referral, based upon Shriners criteria, evaluation and application process.

Prior to advising any member of a referral to Shriners, the Care Management Organizations shall first contact Shriners to determine whether the healthcare services needed by the member are available at Shriners. If so, Shriners shall provide the member with a Shriners patient application form for completion and submission for consideration.

- b. Notify all referred members in writing that Shriners are not considered health care providers as defined by the Medicaid/Peach Care for Kids Programs. The notice must be approved by DCH and Shriners prior to its use and shall include the following data:
  - i. Shriners is not a PeachCare/Medicaid Provider nor shall it be required to participate as one under this Memorandum of Understanding or in its rendering of Eligible Services.
  - ii. The member may decline the referral and continue to receive treatment from the PeachCare/Medicaid Providers contracted to the Care Management Organizations.
  - iii. The member's acceptance or refusal of the referral to Shriners will not affect the member's eligibility to receive services from the Care Management Organizations pursuant to the PeachCare for Kids Program;
  - iv. Shriners and its Hospitals are independent entities and are not representatives, agents, employees, or contractors of DCH. As such, DCH is not responsible for any acts or omissions committed



by Shriners nor is Shriners responsible for the acts of omissions committed by DCH.

- c. Work in full collaboration with DCH and Shriners to ensure that any cost savings incurred by the Care Management Organizations and attributable to services provided through the use of Shriners will inure fully to the benefit of DCH and the PeachCare For Kids Program.
- d. The Care Management Organizations agree that the medical care provided by Shriners shall be for Eligible Services only. Shriners shall have no responsibility to provide any other Services or assist financially in any other healthcare treatments that are not considered Eligible Services. Payments for any healthcare services provided to members by any other party other than Shriners that are covered by the Care Management Organizations shall be the sole responsibility of such Care Management Organizations.
- e. The Care Management Organizations will cooperate with Shriners in the coordination of treatment for members and shall see to the prompt transfer of members from Shriners when such persons are no longer in need of Eligible Services.
- f. If a member requires diagnostic studies or treatment which is not available from Shriners, but is essential for the members care, such studies or treatment shall be provided by or be the responsibility of the applicable Care Management Organization.
- g. The Care Management Organizations agree to make arrangements and provide coverage for all healthcare services for members that Shriners cannot provide on premises for conditions being treated which are covered by Care Management Organizations Plan Benefits in accordance with the terms of the applicable Care Management Organizations Coverage Plan, including all primary care and treatment of other medical conditions and services by healthcare providers at the community level, such as rehabilitative services, diagnostic services and durable medical equipment.
- h. To ensure proper coordination of care for members, Shriners and the Care Management Organizations shall each identify a care coordinator of their respective institutions for each member who becomes a patient at Shriners; whether for inpatient or outpatient services.

#### **4. Responsibilities of Shriners**

- a. Provide written notice to members of the Peach Care for Kids Program receiving treatment from Shriners, outlining the following:



- i. Shriners is a provider of certain health care services.
  - ii. The Services rendered by Shriners are provided independently of any insurance or government sponsored health care programs in which a person may be enrolled and without charge to its patients, families or any third party reimbursement plan, whether public or private in nature.
- b. Shriners shall have the authority in consultation with the member, his or her parents or legal guardian, to make all clinical decisions regarding the admission, treatment and discharge of members under its care for conditions being treated by Shriners. The Care Management Organizations will defer to Shriners for determination of such care and medical treatment as rendered by Shriners.
  - c. Provide DCH and the Care Management Organizations with monthly reports indicating the number of members of the PeachCare for Kids Program treated by Shriners and the Eligible Services received by each member. The information and format of such monthly reports shall be determined by authorized representatives of the parties and shall in no way require Shriners to modify its current quality utilization reporting formats but shall be sufficient in content to allow the Care Management Organizations and DCH to determine the level of costs savings.

## **5. Term and Termination**

- a. **Term.** The term of this Agreement ("Term") shall be for a period of one (1) year, commencing on the 18th day of February, 2008, and shall renew upon its anniversary under like terms and conditions unless terminated sooner.
- b. **Termination without Cause.** Either party may terminate this Agreement at any time, for any reason, upon sixty (60) days prior written notice to the non-terminating parties.
- c. **Termination for Cause.** Any party may terminate this Agreement for cause upon the provision of thirty (30) days prior written notice to the non-breaching parties.
- d. **Effect of Termination.** As of the effective date of the termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (1) as otherwise provided herein; (2) for rights and obligations accruing prior to such effective date of termination; or (3) arising as a result of any breach of this Agreement.



## **6. Notices**

All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered or when deposited in the United States mail, postage prepaid, addressed as follows:

### **For the State of Georgia:**

#### **Project Leader:**

Mark Trail  
Division of Medical Assistances  
Georgia Department Community Health  
2 Peachtree Street, NW – 37th Floor  
Atlanta, Georgia 30303-3159  
Phone: (404) 657-1502  
E-mail address: mtrail@dch.ga.gov

#### **Contract Administration:**

Clyde White  
Georgia Department of Community Health  
2 Peachtree Street, NW – 40th Floor  
Atlanta, Georgia 30303-3159  
Phone: (404) 651-9189  
E-mail address: cwhite@dch.ga.gov

### **For Shriners:**

With copy to (which shall not constitute Notice):

Shriners Hospitals for Children  
P.O. Box 31356  
Tampa, Florida 33631-3356  
Attention: Legal Department

Shriners Hospitals for Children  
Greenville Hospital  
950 West Faris Road  
Greenville, South Carolina 29605-4277  
Attention: Administrator  
Phone: (864) 271-3444



Shriners Hospitals for Children  
Tampa Hospital  
12502 USF Pine Drive  
Tampa, Florida 33612-9499  
Attention: Administrator  
Phone: (813) 972-2250

**For the Care Management Organizations:**

Mel Lindsey  
Acting, Chief Executive Officer  
Amerigroup Community Care  
303 Perimeter Center North, Suite 400  
Atlanta, Georgia 30346

Mike Cadger  
President & CEO  
Peach State Health Plan  
3200 Highlands Parkway SE, Suite 300  
Smyrna, Georgia 30082

Michael Cotton  
WellCare of Georgia, Inc.  
211 Perimeter Center Parkway, Suite 800  
Atlanta, Georgia 30346

It shall be the responsibility of all affected parties to inform Contract Administration of any change in address, in writing, no later than five (5) business days after the change. It shall be the responsibility of Contract Administration to inform all parties outlined under this Section 6, Notices, in writing, of such modification.

**7. HIPAA**

Each party under this MOU agrees to comply, to the extent required, with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d through d-8 ("HIPAA"), and the requirements of any applicable regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 CFR Part 142 (the "Federal Security Regulations"). Each party under this MOU agrees not to use or disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. §1320d



(collectively, the "Protected Health Information"), concerning a member other than as permitted or required by this MOU and the requirements of HIPAA (if applicable) or regulations promulgated under HIPAA, including, without limitation, the Federal Privacy Regulations and the Federal Security Regulations (if applicable), or as permitted or required by other federal or state law. Each party will promptly report to the other parties upon knowledge and verification, any use or disclosure of a member's Protected Health Information not provided for by this MOU or in violation of any applicable local, state or federal law, including HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of which a party becomes aware as such apply to this MOU. Notwithstanding the foregoing, no attorney-client, accountant-client, physician-patient or other legal privilege shall be deemed waived by virtue of this subsection.

**8. Liaison Committee**

A Liaison Committee composed of representatives from Shriners, DCH and the Care Management Organizations shall be established for the purpose of periodic program evaluation, as well as to assess other aspects of the relationship and to make recommendations, if any, for change or improvement.

**9. Independent Authority**

The parties shall maintain their separate and independent structure and management and they acknowledge that no party is the partner, agent, or employee of any other party under this MOU.

**10. Medical Records**

The parties agree that any medical records created shall be and remain their respective property; but that each shall have the right to obtain copies thereof, upon reasonable request, in accordance with authorized procedures and applicable laws and regulations.

**11. Marketing**

No party will utilize any other parties name, address and specialties, symbols or trademark in any marketing, promotional or media materials without the prior written consent of the applicable party. Notwithstanding the foregoing, the Care Management Organizations, may in all of its promotional materials, identify Shriners as a provider of Eligible Services to its members. These materials may contain Shriners name, addresses and telephone numbers, and a description of each Shriners facility and applicable Eligible Services.





**12. Indemnification**

Shriners is not required to indemnify either DCH or the Care Management Organizations for any expenses and liabilities, including, without limitation, judgments, settlements, attorneys' fees, court costs and any associated charges, incurred in connection with any claim or action brought against either DCH or the Care Management Organizations based on its management decisions, utilization review provisions or other policies, guidelines or actions.

**13. Counterparts**

This MOU may be executed in counterparts, all which shall constitute one (1) and the same instrument.

**14. Amendment**

No amendment, waiver, or discharge of any of the terms and provisions of this Agreement shall be binding upon the parties unless agreed to in writing by authorized representatives of the parties.

**15. Entire Agreement**

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether verbal or written in nature, regarding the subject matter herein.

***The Signature Page Immediately Follows.***



IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement as evidenced below.

**OFFICE OF THE GOVERNOR OF GEORGIA**

*Sonny Perdue* 2/18/08  
Sonny Perdue, Governor Date

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH**

*Rhonda M. Medows* 2/18/08  
Rhonda M. Medows, M.D., Commissioner Date

**SHRINERS HOSPITALS FOR CHILDREN**

*Ralph W. Semb* 2/18/08  
Ralph W. Semb, President Date

**AMERIGROUP MANAGED CARE CORPORATION**

*Melvin Lindsey* 2/18/08  
Melvin Lindsey, Acting CEO Date

**PEACH STATE HEALTH PLANS, INC.**

*Mike Cadger* 2/18/08  
Mike Cadger, President & CEO Date

**WELLCARE OF GEORGIA, INC.**

*Michael Cotton* 2/18/08  
Michael Cotton, Chief Operating Officer Date

**FIRST AMENDMENT  
TO THE MEMORANDUM OF UNDERSTANDING FOR THE  
PEACHCARE PARTNERSHIP PROGRAM**

ORIGINAL

This First Amendment ("Amendment") to the Memorandum of Understanding for the PeachCare Partnership Program is entered into this 27 day of MARCH, 2009 and is by and between the Georgia Department of Community Health (collectively, "DCH"), Shriners Hospitals for Children, for and on behalf of its Greenville and Tampa Hospitals, which it owns and operates (collectively "Shriners"), Amerigroup Managed Care Corporation, Inc. ("Amerigroup"), Peach State Health Plans, Inc. ("Peach State"), and WellCare of Georgia, Inc. ("WellCare") (collectively the "Parties").

**WHEREAS**, the Parties entered into the Memorandum of Understanding for the PeachCare Partnership Program (the "MOU") on February 18, 2008 to facilitate Shriners' provision of its specialized services relating to orthopaedic and burn conditions ("Eligible Services") to children enrolled in the State of Georgia's State Children's Health Insurance Program, the PeachCare for Kids Program, at no cost or charge to the individual, DCH, or Amerigroup, WellCare or Peach State (collectively, the "Care Management Organizations");

**WHEREAS**, the Office of the Governor of Georgia was a third-party beneficiary to the MOU;

**WHEREAS**, pursuant to Title XIX of the Federal Social Security Act, as amended, and O.C.G.A. § 49-4-140 *et. seq.* (the "Medicaid Program"), the Office of the Governor of Georgia is no longer a third party beneficiary to this Agreement and DCH has been duly authorized to act on behalf of the State of Georgia; and

**WHEREAS**, the Parties desire to amend the MOU to specify their agreement to certain additional terms and conditions regarding Shriners' provision of Eligible Services.

**NOW THEREFORE**, in consideration of the mutual agreements and covenants hereinafter set forth, and for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Section 2 of the MOU is amended by adding at the end the following new section:

"f. DCH represents and warrants that it shall not use, directly or in directly, any data or other information provided by Shriners to DCH or any Care Management Organization pursuant to this MOU to determine any past, present or future payments or credits to any Care Management Organization or any savings due to DCH under the Peach Care Program."

2. Section 3 of the MOU is amended by adding at the end the following new section:

"i. Each Care Management Organization represents and warrants that it shall not use, directly or in directly, any data or other information provided by Shriners to DCH or any Care Management Organization pursuant to this MOU to determine any past, present or future payments or credits to any Care Management Organization or any saving due to DCH under the Peach Care Program."

3. Section 3.b.i. of the MOU is amended by adding at the end of the section the following:

"Shriners is not obligated, by contract or otherwise, to provide Eligible Services to any individual, notwithstanding any Care Management Organization's referral of a member. Any refusal by Shriners to provide Eligible Services to a member does not affect such member's eligibility to receive services from the Care Management Organization and another provider under the PeachCare for Kids Program."

4. Section 4 of the MOU is amended by adding at the end the following new section:

“d. The Parties acknowledge that Shriners has no obligation under the MOU to determine independently, or to verify any claim by any Shriners employee or contractor, that such employee or contractor is not excluded from participating in any federal health care program. Shriners agrees that, in the event DCH and/or any Care Management Organization seeks confirmation that a Shriners employee or contractor is not excluded from participating in a federal health care program. Shriners shall cooperate with DCH and/or the Care Management Organizations by:

(i) providing the name of such employee(s) and/or contractor(s) to DCH or the Care Management Organization(s) so that DCH and/or the Care Management Organization(s) may conduct a review to determine the status of such individual or entity with respect to their eligibility to participate in federal health care programs; and

(ii) discussing with DCH and/or the Care Management Organization(s) the possible steps Shriners could consider taking, if any, upon determination that an employee or contractor of Shriners is excluded from participating in a federal health care program.”

5. Section 4.a.ii. of the MOU is amended by replacing the existing provision in its entirety with the following:

“The Eligible Services provided by Shriners are provided at Shriners’ sole discretion and independent of any government-sponsored health care programs, including the PeachCare for Kids Program, and any third-party payor plans in which a person may be enrolled. Further, the Eligible Services rendered by Shriners are provided without charge to patients, their families, government sponsored health care programs or any third-party reimbursement plans, such as the Care Management Organizations, whether public or private in nature.”

6. Section 4.b. of the MOU is amended by replacing the first sentence of the section with the following:

“Shriners shall have the sole authority to make all decisions regarding the provision of Eligible Services to Care Management Organizations’ members, including the eligibility, admission, treatment and discharge of such members for which Shriners determines it shall provide Eligible Services. Shriners shall consult with a member’s parent(s) or legal guardian regarding clinical issues as Shriners determines appropriate in the course of treating such member.”

7. The MOU is amended by replacing Section 4.c in its entirety with the following:

“Provide DCH and the Care Management Organizations with monthly reports indicating the number of individuals enrolled in the PeachCare for Kids Program treated by Shriners and the Eligible Services received by each individual. The information contained in such monthly reports shall be determined by authorized representatives of the parties and shall in no way require Shriners to modify its current quality utilization reporting criteria. Shriners shall provide such information at an aggregated level and in a hard-copy format mailed to the address identified in Section 6 of the MOU.”

8. The MOU is amended by adding at the end of Section 8 the following sentence:

“ Notwithstanding the foregoing, the Parties acknowledge and agree that Shriners is not considered to be, and shall not be identified by or to any Party or held out to a third-party as a participating provider of any Care Management Organization or DCH. The Parties represent and warrant that Shriners shall not be subject to any requirements applicable to such participating providers. In addition, neither the Liaison Committee nor any Party nor any Party’s directors, officers, or employees shall impose on Shriners any requirement applicable to a participating provider.”
9. The MOU is amended by replacing Section 11 in its entirety with the following:

“No party shall utilize any other Party’s name, address, specialties, symbols or trademark in any marketing, promotional or medial materials without such Party’s prior written consent. Notwithstanding the foregoing, the Care Management Organizations may indicate, in all of their promotional materials, that Shriners may provide Eligible Services to members and include Shriners’ name, address, telephone number, and a description of each Shriners facility; provided however, that any such indication that Shriners may provide Eligible Services to members shall be accompanied by the following statement: ‘Shriners’ provides health care services to individuals in its sole discretion and independent of an individual’s enrollment in any government-sponsored or third-party health care program. Identification of Shriners’ provision of health care services is not a representation that any individual will be selected for admission or treatment at Shriners.’”
10. Section 12 is amended by adding at the end the following sentence:

“The foregoing shall apply to any third-party claim or action brought against DCH and/or any Care Management Organization relating to the submission of false claims payable under any state or federal health care program.”
11. The MOU is amended by adding the following as a new Section 16:

“The Parties acknowledge and agree that Shriners’ provision of Eligible Services to members pursuant to this MOU is exclusively in connection with the Georgia PeachCare for Kids Program, and is independent of all other government-sponsored health care programs and plan benefit packages sponsored by DCH and the Care Management Organizations, including the Georgia Medicaid program. Furthermore, the Parties represent and warrant that none of the obligations or responsibilities applicable to providers participating in the Georgia Medicaid program, whether such participation is by contract or otherwise, shall apply to Shriners.”

*(Signatures on following page)*

SIGNATURE PAGE

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement as evidenced below.

OFFICE OF THE GOVERNOR OF GEORGIA

N/A OFFice of Governor  
Sonny Perdue, Governor

\_\_\_\_\_  
Date

GEORGIA DEPARTMENT OF COMMUNITY HEALTH

Rhonda M. Medows  
Rhonda M. Medows, M.D., Commissioner

3/27/09  
Date

ORIGINAL

SHRINERS HOSPITALS FOR CHILDREN

Ralph W. Semb  
Ralph W. Semb, President

4/2/09  
Date

APPR SHLGL DEPT. SW

AMERIGROUP MANAGED CARE CORPORATION

[Signature]

3-27-09  
Date

PEACH STATE HEALTH PLANS, INC.

[Signature]

3-27-09  
Date

WELLCARE OF GEORGIA, INC.

[Signature]

3-27-09  
Date