

Molina Healthcare of Mississippi, Inc.

Letter of Intent

This Letter of Intent (“LOI”) represents the commitment of Molina Healthcare of Mississippi, Inc. (“Health Plan”) and _____ (“Provider”) to enter into good faith negotiations with the objective of completing a mutually acceptable agreement for the provision of healthcare or related services to Health Plan’s potential members.

- 1.1 **Mutual Understanding.** Health Plan intends to arrange for the provision of health care and related services to members, subject to the approval of the State of Mississippi Division of Medicaid (“Mississippi DOM”) and appropriate regulators, for the proposed Mississippi Coordinated Access Network (“MississippiCAN”) program or its successor program. Provider intends to provide healthcare or related services to Health Plan’s potential members within the scope of Provider’s business/practice upon Health Plan finalizing an agreement with Mississippi DOM and appropriate regulators.
- 1.2 **Limited Purpose.** This LOI does not create any enforceable rights or obligations except for those described in Section 1.1, Mutual Understanding. For the avoidance of doubt, this LOI does not create nor is it construed to create any enforceable rights or obligations, for either Health Plan or Provider to execute a final agreement.
- 1.3 **Subsequent Agreement.** The parties will promptly start good faith negotiations and meet as reasonably required to finalize an agreement. Such negotiations will start no later than when Mississippi DOM and appropriate regulators select Health Plan to serve members. The final agreement will reflect mutually acceptable terms and conditions and will represent the complete understanding of the parties. The final agreement will comply with all state and federal laws.
- 1.4 **Good Faith.** Health Plan and Provider agree to negotiate honestly, objectively, and without any intent to defraud.
- 1.5 **Provider Information.** Provider agrees to deliver its provider, business/practice, and facility information to Health Plan in a format acceptable to Health Plan. Provider represents it will provide information that is true, accurate, and complete to the best of Provider’s knowledge.
- 1.6 **Use of Information.** Provider acknowledges that Health Plan can use this LOI and related Provider information to show Provider’s intent to contract with Health Plan for regulatory purposes.
- 1.7 **Confidentiality.** Any information obtained by either Health Plan or Provider will be kept confidential and will not be released or shared with any third party. Notwithstanding the foregoing, the parties may share information with affiliates under the common ownership or control of the parties, appropriate state and federal regulators and their designees, and as described in Section 1.6, Use of Information. This section survives the termination of this LOI.
- 1.8 **Signatory.** The individual signing below represents that he/she has the authority to sign this LOI on behalf of Provider. By signing, the individual further indicates an intent to negotiate a mutually acceptable agreement, which will occur no later than when Health Plan is selected to serve members.
- 1.9 **Termination.** This LOI will terminate without any further notice or action by the parties if Molina is not selected to participate in the MississippiCAN or upon completion of a final agreement between the parties.

Signature Authorization

<u>Provider’s Legal Name (“Provider”) – as listed on applicable tax form (i.e. Form W-9) and any doing business as name</u>		
<u>Provider’s Current Medicaid Identification Number</u>		
<u>Authorized Representative’s Signature</u>		<u>Provider Mailing Address</u>
<u>Authorized Representative’s Name – Printed</u>		
<u>Title</u>	<u>Signature Date</u>	<u>Provider Telephone Number</u>
<u>Provider Email Address</u>		<u>Provider Fax Number</u>