

**Letter of Intent for Participation in
Network Serving Mississippi Managed Medicaid Members**

The purpose of this Letter of Intent (“Letter”) is to set forth certain understandings between Amerigroup Corporation on behalf of its anticipated affiliate Amerigroup Mississippi, Inc. or such other entity as subsequently identified as the applicable entity for purposes of this Letter (“Company”) and _____ (“Provider”) regarding Provider’s participation in the network serving members included in the Mississippi Coordinated Access Network (MississippiCAN) Program.

The State of Mississippi, Office of the Governor, Division of Medicaid (hereinafter referred to as the “Division”) is anticipated to release a Request for Proposal (“RFP”) for Managed Care Organizations who want to be an administrator for the Mississippi Coordinated Access Network (MississippiCAN) Program (hereinafter referred to as the “Program”).

Company plans to respond to the RFP and has begun to build a network of providers to participate in the network serving the Program (such network being hereinafter referred to as the “Network”). Company wishes to offer to Provider an opportunity to participate in the Network as a contracted provider for those services covered under the Program that Provider usually offers to the community (“Covered Services”).

Provider wishes to participate in the Network as a contracted provider for Covered Services. A contracted Provider will manage and arrange for the provision of Covered Services to members as set forth in a definitive agreement. Accordingly, the parties agree to the following provisions during the term of this Letter.

1. Provider agrees to be contracted in the Network to provide Covered Services to members; subject to (i) the execution of a definitive agreement (“Agreement”) between Company and Provider setting forth the terms of their relationship regarding Provider’s participation in the Network; (ii) Company being selected by the Division following Company’s response to the RFP; and (iii) a due diligence review by Company of Provider to the satisfaction of Company. The parties agree to negotiate in good faith and use their best efforts to negotiate and timely execute an Agreement. Any Agreement executed by the parties shall include provisions on claim payment timeliness and credentialing timeliness.
2. Prior to execution of an Agreement, Provider consents and agrees that Company is authorized to include the name and address of, and other information regarding, Provider in any draft of a provider directory or other Network listing of participating providers which Company prepares or makes available to the Division, Network participants, potential Network participants or other agencies, entities or persons in connection with Company’s participation in the Program.
3. The parties acknowledge and agree that none of the provisions of this Letter is intended to create any binding obligations on the parties except as otherwise noted herein.
4. This Letter shall be governed by and construed in accordance with applicable federal law and the laws of Mississippi as applicable to contracts executed in and to be performed in Mississippi. This Letter may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
5. The person executing this Letter on behalf of Provider represents and warrants that such person is authorized to execute this Letter and to commit the individual providers employed by or comprising Provider to the provisions of this Letter.

IN WITNESS WHEREOF, the parties have executed this Letter as set forth below.

Amerigroup Corporation

Provider: _____

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date

Tax ID and NPI Number