

## **LETTER OF INTENT**

THIS LETTER OF INTENT ("LOI") is made and entered into as of the latest date set forth on the signature page of this LOI ("Effective Date") by and between CareSource Network Partners LLC, an Ohio limited liability company, on behalf of itself and its affiliates ("CareSource"), and \_\_\_\_\_ ("Provider"). (Provider and CareSource shall collectively be referenced herein as "Parties" and each one individually as a "Party").

### **RECITALS**

**WHEREAS**, CareSource intends to offer health care coverage through the Arkansas Medicaid program, Marketplace, or other governmental products (the "Product(s)") whereby purchasers of such health care coverage will have access to the network of participating providers contracted by CareSource (the "Network");

**WHEREAS**, CareSource and Provider have engaged in discussions regarding Provider's potential participation in the Network; and

**WHEREAS**, the Parties desire to memorialize their intent to enter into an agreement whereby Provider will participate in the Network (the "Agreement").

**NOW, THEREFORE**, in consideration of the promises contained herein, the parties agree as follows:

1. **Comprehensive Provider Agreement**. The parties shall negotiate in good faith to enter into a comprehensive provider agreement, including all required state or program attachments ("Provider Agreement") on or before 09/01/2021. The Provider Agreement is to be effective 1/1/2022.
2. **Provider Affiliates**. Attachment 1 sets forth the legal names and taxpayer identification numbers for all Provider entities subject to this Agreement. Furthermore, Provider shall provide a complete and accurate roster of those health care facilities, ancillary providers and health care professionals that will render services to members pursuant to this LOI and the subsequent Provider Agreement. Such roster shall be provided on or before the Effective Date of this LOI.
3. **Provider Agreement**. Execution by each party of the Provider Agreement is contingent upon each party obtaining all necessary consents and approvals, including but not limited to, any required corporate approvals of each party. It is intended that no party shall be subject to any claim or liability from any other party or any third party for failure to enter into the agreement described in this letter for any reason whatsoever and that only an executed written contract will bind the parties.
4. **Compliance with Law**. The parties agree to comply with those terms required by Arkansas Insurance Department, DHS, and all applicable federal and state law.
5. **Termination**. This LOI will automatically terminate and be of no further force and effect upon execution of the Provider Agreement. Either Party may terminate this LOI for any reason, with or without cause, by providing the other Party with at least sixty (60) calendar days written notice. Notwithstanding anything in the previous sentence, Section 4, Section 7, and Section 8 shall survive the termination of this LOI and the termination of this LOI

shall not affect any rights a Party has with respect to the breach of this LOI by the other Party prior to such termination.

6. Notices. Notices given pursuant to this Letter of Intent shall be delivered by first class mail, postage prepaid and addressed as follows:

If to CARESOURCE:

CareSource Network Partners LLC  
c/o CareSource Management Group Co.  
Attn: Office of General Counsel  
P.O. Box 8738  
Dayton, OH 45401-8738

If to Provider, then the address listed below:

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7. Confidentiality. This LOI, the matters discussed herein and information provided by one Party to the other in connection herewith (collectively, "**Information**") are confidential and shall not be disclosed by the receiving Party without the written consent of the disclosing Party, except to the extent that disclosure is required by law. When disclosure is required, the Party making the disclosure shall provide at least 10 days' prior written notice of the intended disclosure to the other Party and shall take all reasonable steps to limit the extent of the disclosure to the minimum required to comply with its legal obligations. Neither Party shall have any obligation with respect to any Information that is or becomes publicly available without fault of the Party receiving the Information. However, CareSource may provide a copy of this LOI to the Department upon the Department's request.
8. Governing Law. This LOI shall be governed by and construed in accordance with the law of the State of Arkansas without giving effect to any choice or conflict of law provisions or rule. The Parties hereby consent to the exclusive jurisdiction of the courts of the State of Arkansas, in Pulaski County, and the United State District Court for the Eastern District of Arkansas and waive any contention that any such court is an improper venue for enforcement of this LOI.
9. Miscellaneous. This LOI may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this LOI have been inserted for reference only and shall not be deemed to be a part of this LOI.

IN WITNESS WHEREOF, the parties have executed and delivered this LOA as of the Effective Date set forth below.

**SIGNATURE PAGE FOLLOWS**

**LOI EFFECTIVE DATE:** \_\_\_\_\_

**CARESOURCE:**

**CareSource Network Partners LLC**

230 N. Main Street

Dayton, OH 45402

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**PROVIDER:**

**Provider Name:**

Address:

City, State Zip:

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Attachment 1 – Provider Affiliation Roster**