

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 Mississippi True d/b/a TrueCare, a Mississippi not-for-profit company, on behalf of itself and its affiliate strategic partners (collectively, **“TrueCare”**), and _____. (**“Provider”**). (Provider and TrueCare shall collectively be referenced herein as **“Parties”** and each one individually as a **“Party”**).

RECITALS

WHEREAS, TrueCare intends to manage health care coverage through the Mississippi Medicaid program, (the **“Program”**) whereby Medicaid eligible members assigned to TrueCare will have access to the network of participating providers contracted by TrueCare (the **“Network”**).

WHEREAS, TrueCare 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.

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 to participate in the Network, including all required state requirements and will receive any necessary regulatory approval (**“Provider Agreement”**) upon award to TrueCare to serve the Program as a managed care organization. The Provider Agreement will become effective prior to July 1, 2022.
2. Provider Affiliates. Attachment 1 sets forth the legal names and taxpayer identification numbers for all Provider entities subject to this LOI. 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. 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 LOI for any reason whatsoever and that only an executed Provider Agreement will bind the Parties. 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 Provider Agreement described in this LOI for any reason whatsoever and that only an executed written agreement will bind the Parties.
4. Compliance with Law. The Parties agree to comply with those terms required by the Mississippi Insurance Department, Mississippi Division of Medicaid, and all applicable federal and state law. This includes obtaining any necessary approvals of the Provider Agreement before it can be effective.

5. Termination. This LOI will automatically terminate 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, the “Confidentiality” section 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 LOI shall be delivered by first class mail, postage prepaid and addressed as follows:

If to TrueCare:

TrueCare
Attn: Legal Counsel
P.O. Box 1909
Madison, MS 39130-1909

If to Provider, then the address listed below:

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 ten (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, TrueCare may provide a copy of this LOI to the Mississippi Division of Medicaid upon its request, or any other governing body.
8. Governing Law. This LOI shall be governed by and construed in accordance with the law of the State of Mississippi 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 Mississippi, in Madison County, and to the United States District Court for the Southern District of Mississippi and waive any contention that such court is an improper venue for the 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 is together shall constitute one agreement. The headings and various sections of this LOI have been inserted for reference only and shall not be deemed a part of this LOI.

SIGNATURE PAGE FOLLOWS

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

LOI EFFECTIVE DATE: _____

TrueCare:

TrueCare
P.O. Box 1909
Madison, MS 39130-1909

By: _____

Title: _____

Date: _____

PROVIDER:

Provider Name: _____

Address: _____

City, State, ZIP: _____

By: _____

Title: _____

Date: _____

Attachment 1 – Provider Affiliation Roster