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**LETTER OF INTENT TO PARTICIPATE**

This Letter of Intent to Participate (Letter of Intent) serves to indicate that we, the undersigned Provider, intend to support the OHCA Quality Partners (OHCAQP) as it forms the network and to enter into an Operating Agreement and a Participation Agreement with OHCAQP for the purpose of:

* Coordinating the delivery of value-based, quality-centered, health care that is readily available and accessible in the State of Ohio;
* Developing collaborative relationships with key provider groups and systems;
* Developing and sharing best practices for care management, care coordination,

quality and utilization of long-term care and post-acute care services;

* Developing quality and utilization metrics and standards;
* Collecting and analyzing cost and performance data of participants;
* Supporting the above purposes by educating members on managed care contracts, serving as the sole health plan contracting entity on behalf of network members, and negotiating terms for covered services and pay for performance incentives with select health plans, which may include any one or more of the following: commercial payors and managed care payors.

By signing and returning this nonbinding Letter of Intent, we represent that we will support and assist with the development of the network and intend to participate in the network as a Provider.

1. **OHCAQP.** Provider acknowledges that the development of the network is in its initial stages and that Provider will work cooperatively and assist in developing the network.
2. **Operating and Participation Agreements.** Once the network is established, Provider

intends to enter into an Operating Agreement and Participation Agreement, subject to credentialing, which will outline the respective obligations of the network and the Provider to develop the collaborative relationships, best practices, quality and utilization metrics and standards and related components of an integrated provider network as well as the administrative fees to be paid by Provider to support the operations of the network.

1. **Information and Confidentiality.** Provider acknowledges and agrees that this confidentiality provision is the only provision of this otherwise nonbinding Letter of Intent that is intended to be binding upon Provider. Provider acknowledges that Ohio Health Care Association (OHCA) or OHCAQP may disclose to it certain confidential and proprietary information. Provider agrees that, unless otherwise authorized by OHCA or OHCAQP, or unless required by law or by court order, in which case notice shall be given to OHCA or OHCAQP of any contemplated disclosure, Provider upon receiving such information shall treat it as confidential and shall take all reasonable precautions to prevent disclosure thereof to any person (except for such party’s employees, agents or representatives who, in the reasonable discretion of such party, need to know such information). Provider’s obligations in this Paragraph shall not apply to confidential or proprietary information which is (i) in the public domain; or (ii) independently acquired or developed by Provider. Further, except as required by applicable law, without the prior written consent of OHCA or OHCAQP, Provider shall not disclose to any person or entity any of the terms, conditions, or other facts with respect to the network, including the status thereof. However, Provider acknowledges and agrees that this Letter of Intent will be used by OHCAQP for future communication with providers and payors who may have interest in learning more about the network.
2. **Governing Law.** This Letter of Intent shall be governed by the laws of the State of Ohio.
3. **Binding Effect.** With the exception of Provider’s confidentiality obligation set forth in Paragraph 3, Provider acknowledges and agrees that no legal obligation or liability shall be created by this Letter of Intent and that the legal obligations and the liabilities of OHCAQP and Provider are to arise only upon the duly authorized execution and delivery of an Operation Agreement. Efforts by OHCAQP, or Provider to carry out acts in contemplation of the Operation Agreement shall not be deemed evidence of intent to be bound by this Letter of Intent. OHCAQP or Provider may terminate discussions regarding the network or a contemplated Operation Agreement at any time. Accordingly, this Letter of Intent does not constitute an agreement to enter into an agreement and the signing of this Letter of Intent does not foreclose OHCAQP or Provider from raising additional issues. The undersigned Provider hereby is authorized to execute this Letter of Intent.

Name of Company:

By:

Title:

Date: , 2021

**Identification of Provider Entity:**

Please fill out the below info, or for multiple facility locations, attach an Excel spreadsheet with the same information by facility:

Main Network Contact & Email:

Facility Name (or home health/hospice location name):

Type (i.e. SNF, AL, home health):

Number of beds/units (or census if home health/hospice):

Address:

Tax ID Number:

Medicare Number:

Medicaid Number:

NPI Number:

**Please return by Sept. 15 to:** Katie Colgan, AHCA/NCAL Executive Dir. of Integrated Networks at kcolgan@ahca.org, who will follow up with you with a Member Packet to join the network, which includes: Operating Agreement, Participation Agreement and final Fee Calculator.