

**SPORTS MEDICINE AGREEMENT**

THIS SPORTS MEDICINE AGREEMENT (“Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), between **Texas A&M University-Corpus Christi** (“TAMU-CC”), a state agency and member of The Texas A&M University System (“A&M System”), on behalf of its Department of Athletics, and **PROVIDER** (“Provider”). TAMU-CC and Provider may be individually referred to as “Party” or collectively referred to as “Parties.”

WHEREAS, TAMU-CC is a public institution of higher education;

WHERAS, Provider is a sports medicine healthcare provider duly licensed in the State of Texas to provide the Services described in this Agreement; and

WHEREAS, TAMU-CC desires to engage Provider to provide sports medicine healthcare services for its Department of Athletics in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein expressed, the Parties mutually agree as follows:

1. **SERVICES**
2. Provider will provide the following sports medicine healthcare services (the “Services”) to TAMU-CC, as more fully described in the scope of services, attached as Exhibit A, and incorporated herein, including but not limited to:
	1. Medical treatment and services to TAMU-CC student-athletes in Provider’s area of expertise;
	2. On-site medical coverage at TAMU-CC athletic events for TAMU-CC student-athletes as well as those of visiting teams;
	3. Provide on-call and emergency medical assistance appropriate for intercollegiate athletics; and
	4. Other medical services as requested by TAMU-CC consistent with the scope provided in Exhibit A.
3. Provider shall render medical care and treatment, consistent with Provider’s licensing and medical specialty. Furthermore, all parties agree that so long as engaged under this Agreement, Provider shall:
4. Keep and maintain (or cause to be kept and maintained) in a timely fashion accurate and appropriate records relating to all Services rendered by Provider under this Agreement and timely prepare and attend to, in connection with such Services, all reports, claims, and correspondence necessary and appropriate in the circumstances or as TAMU-CC may from time to time require;
5. Comply with applicable policies, procedures, protocols, bylaws, orders, rules, and regulations of TAMU-CC and of any other locations at which Provider will from time to time perform the Services;
6. Participate in mandatory training as required by TAMU-CC, including, but not limited to discrimination, safety, and other trainings required for Provider’s role in providing the Services;
7. Comply with the ethics of the medical professional and all federal, state, and municipal laws, ordinances, and regulations relating to or regulating the practice of medicine and any subspecialty thereof which Provider is practicing under this Agreement;
8. Not be, and at no time has been, excluded from participation in any federally funded health care program, including without limitation, Medicare or Medicaid;
9. Obtain consents or waivers necessary for the provision of medical treatment records as necessary to conduct the Services contemplated herein;
10. Maintain at all times the insurance required by this Agreement;
11. Participate in professional activities consistent with and reasonably necessary to the maintenance and improvement of Provider’s professional skills, such as attendance at professional conventions and post-graduate seminars and participation in professional societies; and
12. Submit to and participate in quality assurance, peer review, risk management, and utilization review programs at the discretion of TAMU-CC.
13. While Provider is providing Services pursuant to this Agreement, Provider will not be considered an employee of TAMU-CC. The Parties agree that Provider shall exercise his or her independent professional medical judgment at all times. Nothing herein will be construed as giving that degree of control or direction on the part of TAMU-CC that creates an employer-employee relationship between Provider and TAMU-CC.
14. **CONSIDERATION**

[[*OPTION 1 (If provider services are provided in exchange for fees*:

1. For Provider Services furnished pursuant to this Agreement, TAMU-CC shall pay Provider for fees incurred in accordance with the fee schedule set out in Exhibit A.
2. Provider shall submit invoices (weekly/monthly/semi-annually) to TAMU-CC referencing the "Sports Medicine Provider Fee”.

*OPTION 2 (If provider services are provided in exchange for community exposure:*

1. The Parties acknowledge that Provider will receive value from the community exposure that Provider will receive through the provision of Services under this Agreement, and that the rights granted herein are provided in exchange for this good and valuable consideration.]]
2. **TERM AND TERMINATION.**
3. This Agreement shall be effective on the Effective Date through DATE. Either Party may terminate this Agreement any time by notifying the other party in writing at least 30 days prior to the termination of Services performed prior to termination.
4. Notwithstanding the foregoing, TAMU-CC shall have the right, in its sole discretion, to immediately terminate the entire Agreement upon the occurrence of any of the following:
5. Loss or failure by Provider to maintain liability insurance coverage as required herein; or
6. Material breach of this Agreement.
7. **CONDITIONS**
8. TAMU-CC may verify Provider credentials with respect to Services furnished pursuant to this Agreement.
9. Facilities and Expenses Provided by TAMU-CC. TAMU-CC shall provide and maintain (or cause to be provided and maintained) such facilities, equipment, staff, and supplies as are customary and necessary for Provider’s performance of Provider’s professional duties under this Agreement when performed on the TAMU-CC campus.
10. Claims Provider shall promptly notify TAMU-CC in writing of receipt of notice of any possible professional liability claim or filing of any professional liability lawsuit; change in professional license; investigation by Medicare or Medicaid; or any criminal charges, investigations or arrests involving Provider or the provision of Services hereunder. Furthermore, Provider shall promptly notify TAMU-CC of any action or investigation taken by any licensure board to restrict or revoke a Provider’s license to practice in their field, and of any action taken that would prohibit or impede the provision of Services hereunder.
11. No-Exclusion. Provider is not and has not been (i) excluded, debarred, or otherwise ineligible to participate in Medicare, Medicaid, or any other federal health care programs for the reimbursement of health care services provided by it (“Federal Program”); (ii) convicted of any crime relating to the provision of healthcare items or services, and (iii) under investigation or otherwise aware of any circumstances which may result in being excluded from participating in any Federal Program. This shall be an ongoing representation and warranty during the term of this Agreement and Provider shall immediately notify TAMU-CC of any change in the status of the representation and warranty set forth in this Section.
12. **INSURANCE**
13. Provider shall procure and maintain in full force and effect throughout the term of this Agreement such policies of comprehensive general liability and professional liability insurance as outlined below to insure Provider and its employees and agents against any claim or claims for damages occurring as the result of personal injuries or death occasioned directly or indirectly in connection with the performance of any service by Provider and its employees and agents in connection with this Agreement. If coverage is written on a claims-made basis, Provider agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy or provide evidence of ongoing coverage of continuous renewal of a claims-made policy creating a perpetual Extended Reporting Period. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (3) years after the expiration or cancellation of this Agreement. Upon the request of TAMU-CC, Provider shall deliver copies of such certificates of insurance to TAMU-CC prior to or upon execution of this Agreement, and modifications, extensions, or renewals of such policies prior to or upon each anniversary date of the Agreement.  Provider agrees to notify TAMU-CC as soon as practicable upon notification from an insurance carrier that a policy will be canceled.

Commercial General Liability

Each Occurrence Limit $1,000,000

General Aggregate Limit $2,000,000

Personal / Advertising Injury $1,000,000

Damage to rented Premises $300,000

Medical Payments $5,000

Professional Medical Malpractice

Each Occurrence Limit/Each Claim Limit $1,000,000

Aggregate/Per Policy Period Limit $3,000,000

1. Provider acknowledges that, because TAMU-CC is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of TAMU-CC or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 101 and 104), and that Workers’ Compensation Insurance coverage for employees of TAMU-CC is provided by TAMU-CC as mandated by the provisions of Chapter 502, Texas Labor Code. Following this limited exposure, TAMU-CC is protected by the doctrine of sovereign immunity. TAMU-CC shall have the right, at its option, to (a) obtain liability insurance protecting TAMU-CC and its employees and property insurance protecting TAMU-CC buildings and the contents, to the extent authorized by Section 51.966, *Texas Education Code*, or other law, or (b) self-insure against any risk that may be incurred by TAMU-CC as a result of its operations under this Agreement.
2. **DISPUTE RESOLUTION**

The dispute resolution process provided for in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 shall be used by TAMU-CC and Provider to attempt to resolve any claim for breach of contract made by Provider that cannot be resolved in the ordinary course of business. Provider shall submit written notice of a claim of breach of contract under this Chapter to the Director of Athletics, Texas A&M University – Corpus Christi, who shall examine Provider’s claim and any counterclaim and negotiate with Provider in an effort to resolve the claim.

1. **INDEPENDENT CONTRACTOR**

The Parties hereby acknowledge that they are independent contractors, and neither of the Parties nor any of their respective agents, representatives, students, or employees shall be construed to be an agent, representative, student or employee of the other Party. In no event shall this Agreement be construed as establishing a partnership, joint venture, joint enterprise, or similar relationship between the Parties. Parties shall be individually liable for each party’s own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits of its employees.

1. **COMPLIANCE WITH LAWS**
2. Parties will comply with all applicable federal, state, and local laws, ordinances, rules, and regulations (“Applicable Laws”), including, but not limited to, the federal physician self-referral law, 42 U.S.C. 1395nn, and the regulations promulgated thereunder (together, the “Stark Law”), similar state physician self-referral laws and regulations (together with the Stark Law, the “Self-Referral Laws”), the federal Medicare/Medicaid Anti-kickback Law and regulations promulgated there under (the “Federal Anti-kickback Law”) and similar state Anti-kickback laws and regulations (together with the Federal Anti-kickback Law, the “Anti-kickback Laws”), and the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated there under (“HIPAA”), Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder (the “HITECH Act”, and collectively with HIPAA, the “HIPAA Requirements”). The Parties agree to enter into any further agreements with each other or other appropriate entities as may be necessary to facilitate compliance with the HIPAA Requirements.
3. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, TAMU-CC and Provider will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability or military service in their administration of policies, programs, or activities, admission policies, other programs and employment practices and in rendering services under this Agreement.
4. Provider represents and warrants to TAMU-CC that Provider (a) is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7(b) (the “Federal health care programs”); (b) is not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (c) is not under investigation or otherwise aware of any circumstances which may result in Provider being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and Provider shall immediately notify TAMU-CC of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give TAMU-CC the right to terminate this Agreement immediately.
5. For purposes of the Family Educational Rights and Privacy Act (“FERPA”), TAMU-CC hereby designates Provider as a school official with a legitimate educational interest in any education records (as defined in FERPA) that Provider is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. Provider shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or TAMU-CC in writing. Provider is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. Provider shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Provider in this Section, including without limitation, the prohibition on redisclosure. Provider shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.
6. The Parties agree that nothing in this Agreement shall obligate any student, parent, legal guardian or TAMU-CC to use Provider for treatment of any medical condition, including sports injuries or other services not covered by this Agreement. Nothing in this Agreement requires any person, including the students or employees of TAMU-CC, to use, recommend or make a referral to Provider or any Provider affiliated hospital or clinic for the treatment of any medical conditions.
7. **USE OF NAME**

Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

1. **NOTICES**

Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by **email transmission with electronic confirmation of receipt by the party being notified**, or (d) on the date of delivery if delivered personally. The Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

**TAMU-CC:** [INSERT NAME & TITLE[

 [INSERT DEPARTMENT]

 [INSERT ADDRESS, TELEPHONE, EMAIL]

With an electronic copy to: Contracts Administration

 Email: contracts@tamucc.edu

**Provider:** NAME

ADDRESS

ADDRESS

TELEPHONE

EMAIL

1. **INDEMNIFICATION.**

Provider shall defend, indemnify and hold harmless TAMU-CC, all of its officers, regents, agents, employees, and assigns from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with or resulting from any acts or omissions of Provider or any agent, employee or representative of Provider in the execution or performance of this Agreement. Judgment of any kind and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys’ fees) which Provider may hereafter incur, become responsible for or pay out as a result of, arising from or occasioned by and to the extent caused by: (1) Provider’s breach of any term or provision of this Agreement, (2) the negligence or willful misconduct of Provider, its employees or agents in the performance of the Agreement, or (3) any failure to fully comply with applicable laws and regulations by Provider, its agents, employees or subcontractors. The forgoing indemnification shall not apply to the extent caused by indemnified party hereunder.

1. **MISCELLANEOUS**
2. Authority to Contract: Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
3. Non-Waiver: Provider expressly acknowledges that TAMU-CC is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU-CC of its right to claim such exemptions, privileges, and immunities as may be provided by law.
4. Public Information Act:  Provider acknowledges that TAMU-CC is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.  Upon TAMU-CC’s written request, Provider will promptly provide specified contracting information exchanged or created under any resultant agreement for or on behalf of TAMU-CC. Provider acknowledges that TAMU-CC may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.  The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and Provider agrees that this Agreement can be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.
5. Certification regarding Boycotting Israel: To the extent that *Texas Government Code*, Chapter 2271 applies to this Agreement, Provider certifies that (a) it does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. Provider acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
6. Certification regarding Business with Certain Countries and Organizations: Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*. Provider certifies Provider is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Provider acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
7. Prohibited Agreements: Provider recognizes that as a state agency, TAMU-CC may not award contracts as outlined below.
	* 1. Compensation for Preparing Bids. TAMU-CC cannot award a contract if such contract includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. Under Section 2155.004, *Texas Government Code*, Provider certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
		2. Disaster Related Contracts. TAMU-CC cannot award a contract if such contract involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal, civil, or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina or any other disaster occurring after September 24, 2005. Under Section 2155.006, *Texas Government Code*, Provider certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate
		3. Involvement in Human Trafficking. TAMU-CC cannot award a contract if such contract includes financial participation by a person, who, during the five-year period preceding the date of the contract, has been convicted of any offense related to the direct support or promotion of human trafficking. Under Section 2155.0061, *Texas Government Code*, Provider certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
8. Certification as to Boycotting Energy Companies: To the extent that Section 2274.002 *Texas Government Code* applies to this Agreement, Provider certifies (1) it does not boycott energy companies and (2) will not boycott energy companies during the term of this Agreement.
9. Certification as to Discrimination Against Firearm Entities. To the extent that Section 2274.002, *Texas Government Code* applies to this Agreement, Provider certifies that (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
10. Governing Law: This Agreement shall be construed under and in accordance with the laws of the State of Texas without reference to the conflicts of laws principles thereof.
11. Venue: Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMU-CC shall be in the County in which the primary office of the chief executive officer of TAMU-CC is located. At the execution of this Agreement such county is Nueces County, Texas.
12. Force Majeure: Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party’s reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
13. Loss of Funding: Performance by TAMU-CC under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, TAMU-CC will issue written notice to Provider and TAMU-CC may terminate this Agreement without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of TAMU-CC. In the event of a termination or cancellation under this Paragraph K, TAMU-CC will not be liable to Provider for any damages that are caused or associated with such termination, or cancellation.
14. Conflict of Interest: By executing this Agreement, Provider and each person signing on behalf of Provider certifies, and in the case of a sole proprietorship, partnership or corporation, each Party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of A&M System or Board of Regents of A&M System, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
15. Prompt Payment: To the extent any payment is due to Provider under this Agreement, TAMU-CC’s payment shall be made in accordance with Chapter 2251, *Texas Government Code*, commonly known as the Texas Prompt Payment Act, which shall govern remittance of payment and remedies for late payment and non-payment.
16. Franchise Tax: If Provider is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Provider certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Provider is exempt from the payment of franchise (margin) taxes.
17. Payment of Debt or Delinquency to the State: Pursuant to Section 2252.903, Texas Government Code, Provider agrees that any payments owing to Provider under this Agreement may be applied directly toward certain debts or delinquencies that Provider owes the state of Texas or any agency of the state of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
18. Not Eligible for Rehire: Provider is responsible for ensuring that its employees involved in any work being performed for TAMU-CC under this Agreement have not been designated as “Not Eligible for Rehire” as defined in System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event TAMU-CC becomes aware that Provider has a NEFR Employee involved in any work being performed under this Agreement, TAMU-CC will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by TAMU-CC.
19. Execution and Modification:This Agreement is binding only when signed by both Parties. Any modifications or amendments must be in writing and signed by both Parties.

1. Severability: If any of the provisions of this Agreement in the application thereof to any person or circumstance is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
2. Assignment: This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.
3. Entire Agreement: This Agreement constitutes the entire Agreement between the Parties and supersedes any prior agreement or understanding, written or oral, between the Parties with regard to the subject matter covered by this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives.

Texas A&M University – Corpus Christi Provider

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| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Exhibit A

Provider Scope of Services