

# ADDENDUM C



AGREEMENT BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AND  
PALOMAR POMERADO HEALTH  
CONCERNING PHYSICIAN SERVICES  
(Perinatology Services)

THIS AGREEMENT is made and entered into this first day of September 2006, by and between The Regents of the University of California on behalf of the University of California, San Diego School of Medicine, Department of Reproductive Medicine ("UNIVERSITY") and Palomar Pomerado Health, a local healthcare district organized pursuant to Division 23 of the California Health and Safety Code ("PPH"). This Agreement shall apply to PPH's Palomar Medical Center and Pomerado Hospital ("HOSPITALS").

RECITALS

WHEREAS, PPH operates two (2) general acute care hospitals facilities which include Obstetrics Departments and provide care for patients requiring perinatology services, and has the need for physicians to provide medical services in the area of perinatal medical services on behalf of HOSPITALS;

WHEREAS, UNIVERSITY employs physicians with specialized training in Perinatal Medicine and desires to make such faculty physicians and physicians participating in graduate medical education programs available to provide perinatology services ("SERVICES") to HOSPITALS under the terms of this Agreement;

WHEREAS, HOSPITALS and UNIVERSITY believe that entering into this Agreement will provide high quality education, training, clinical programs and increased community service; and

WHEREAS, HOSPITALS desire to secure, and UNIVERSITY desires to provide, the non-exclusive services of its PHYSICIANS;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. RESPONSIBILITIES OF UNIVERSITY

1.1 UNIVERSITY shall appoint PHYSICIANS to provide professional services in Perinatal Medicine ("SERVICES") at HOSPITALS' premises located at 555 E. Valley Parkway, Escondido, CA 92025 and 15615 Pomerado Road, Poway, CA 92064. Such SERVICES shall be provided by physicians who shall maintain faculty appointments at UNIVERSITY, or physicians who participate in an approved program of graduate medical education operated by UNIVERSITY and who are covered by UNIVERSITY'S professional liability self-insurance Program (collectively referred to as "PHYSICIANS").

1.2 Physician Liaison. UNIVERSITY shall provide to HOSPITALS the name of a UNIVERSITY physician who shall serve as a liaison between HOSPITALS and PHYSICIANS with respect to UNIVERSITY'S obligations under this Agreement.

2. RESPONSIBILITIES OF PHYSICIANS

2.1 Services. PHYSICIANS shall provide SERVICES as described below and in Exhibit A, attached hereto and incorporated by reference, on a schedule as mutually agreed upon by the parties for the full time equivalent of one physician within the HOSPITALS indicated in Subsection 1.1.

2.2 PHYSICIANS shall maintain in good standing an unrestricted license to practice medicine in the State of California, certifications and qualifications required hereunder or contemplated hereby.

2.3 Other Duties: PHYSICIANS shall

2.3.1 obtain and maintain Medical Staff privileges at HOSPITALS, and abide by HOSPITALS' medical staff bylaws, rules and regulations, corporate bylaws and other applicable policies and procedures;

2.3.2 comply with all applicable law, licensing requirements and Guidelines of the Joint Commission on Accreditation of Health Care Organizations and other regulatory agencies;

2.3.3 complete and assist in maintaining accurate medical records that reflect the services and care provided by PHYSICIAN and prompt reporting for billing purposes;

2.3.4 notify, except in emergency, HOSPITALS' director at least two (2) weeks in advance of any leave or vacation; and

2.3.5 work with HOSPITALS to establish a mutually agreed upon work schedule;

2.3.6 advise HOSPITALS of needed repairs or replacement of equipment necessary for the proper performance of SERVICES under this Agreement either recognized by or brought to the attention of PHYSICIAN;

2.3.7 provide clinical supervision for residents, fellows, and nurse practitioners at HOSPITALS, if applicable;

2.3.8 attend all OB Department meetings, OB Peer Review meeting, and Womens and Children's Service Line Meetings;

- 2.3.9 provide Perinatology medical services to HOSPITALS' patients that require Perinatal consult services in the Outpatient Fetal Diagnostic Service Center and provide interpretations of non-stress tests and bill for the professional component; and
- 2.3.10 provide On-Call SERVICES to HOSPITALS' patients who require SERVICES and who otherwise do not have a perinatologist responsible for their care. On-Call physician services shall include:
- (a) The provision of diagnostic and therapeutic services to patients at HOSPITAL with high risk perinatal requirements. PHYSICIANS shall act as the primary or referral physician in consultation with physicians on HOSPITALS' Medical Staff;
  - (b) The provision of perinatal medicine consultation services to the medical, nursing, and administrative staff of HOSPITALS;
  - (c) Call coverage, which consists of 7/24 services with a telephone response time of fifteen (15) minutes and in person response time of no longer than one (1) hour, or as medically necessary as determined in collaboration with the Perinatologist and referring physician;
  - (d) In conjunction with HOSPITALS' Medical and Nursing Staff, develop specific protocols for perinatology services which shall be approved by the appropriate HOSPITALS' medical and administrative committees;
  - (e) Perinatal conferences and case review, jointly with HOSPITALS' Departments of Obstetrics and Pediatrics; and
  - (f) In conjunction with HOSPITALS' Medical and Nursing Staff participate in the development and/or implementation of quality, financial, and patient care indicators
- 2.3.11 Patient Records. For each patient treated by PHYSICIANS under this Agreement, PHYSICIANS shall prepare and deliver, in a timely fashion, a complete medical report relating to each study or treatment in accordance with all state and federal regulations and Medical Staff requirements at PPH HOSPITALS. PHYSICIANS' responsibility for preparing such reports shall be fulfilled upon PHYSICIANS providing such report to PPH HOSPITALS' transcription services or chart system in a form reasonably acceptable to PPH and by affixing an electronic or hard copy signature to each report upon completion.

3. RESPONSIBILITIES OF PPH

- 3.1 Space. PPH, at its own expense, shall provide PHYSICIANS with clinical and office space and office supplies as necessary for the proper performance of services under this Agreement. Such space and facilities may change from time-to-time depending upon needs, as determined by PPH in its sole discretion. PHYSICIANS shall not incur any financial obligation on behalf of PPH without PPH's prior written consent.
- 3.2 Equipment and Supplies. PPH, at its expense, shall supply for PHYSICIANS use such medical equipment and supplies (e.g., drugs, chemicals, other expendable items) normally available for HOSPITALS' own use in their medical facilities, as described in Subsection 1.1, and as mutually agreed upon by the parties as necessary for the proper performance of services under this Agreement, within PPH's budgetary limitations and subject to required governmental licenses and approvals.
- 3.2.1 PPH, at its sole expense, shall keep and maintain all equipment in good order and repair, and shall replace such equipment, or any part thereof, which becomes worn out or obsolete.
- 3.3 Support Services. PPH shall furnish the services of its support departments, including but not limited to, nursing, scheduling, personnel, administration, accounting, purchasing and medical records departments as necessary for the proper and efficient provision of services pursuant to this Agreement.
- 3.4 Personnel. PPH shall be responsible for employing or otherwise engaging and supplying all non-PHYSICIAN personnel necessary for the proper performance of services under this Agreement and as required by law and accreditation agencies. Such personnel shall include an ultrasound technician available for scheduled tests who is immediately available to the unit during all perinatology clinic hours and available within thirty (30) minutes at all other times. Additionally, a clerk versed in billing procedures will be available for perinatology scheduling and office coordination when physicians are on site. Such scheduling capability shall be at one hundred percent (100%) during normal business hours. PPH will be responsible for all employer payroll taxes to which said personnel may be entitled. PPH shall be solely responsible for all employment-related decisions regarding such personnel, and shall indemnify and hold UNIVERSITY harmless from and against any and all liability, loss, expense or claims brought by or on behalf of PPH personnel arising from such decisions.
- 3.5 Medical Records and Files. PPH shall maintain all medical patient records, files and reports relating to PHYSICIAN'S services provided at PPH HOSPITAL facilities under this Agreement and all such patient records shall be retained by PPH and shall remain the property of PPH. PPH shall maintain patient files in compliance with the standards established by HIPAA and governing agencies.

Such patient files and records shall be transmitted in a confidential and secure manner to ensure privacy, security and integrity of data required by HIPAA.

4. COMPENSATION AND BILLING

- 4.1 Professional Fees. UNIVERSITY, at its sole cost and expense, shall be responsible for billing and collecting professional fees rendered by PHYSICIANS under this Agreement. UNIVERSITY shall provide PPH with copies of billing and collection information upon a quarterly basis. PHYSICIANS shall bill fees at reasonable fair market value rates.
- 4.2 Billing for Professional Fees. PPH shall provide to UNIVERSITY all patient and administrative information, in such format as is required by, and reasonably necessary for UNIVERSITY to bill patients and third party payors and to collect accounts receivable resulting from services rendered to PPH's patients by PHYSICIANS under this Agreement.
- 4.3 Insurance Forms. When requested, UNIVERSITY or PHYSICIANS shall complete patient insurance forms and otherwise comply with billing procedures of PPH.
- 4.4 Compensation for Perinatology. As compensation for the services rendered by PHYSICIANS to PPH pursuant to Subsections 1.1, 2.3.10 and 2.3.11 of this Agreement, PPH shall pay UNIVERSITY the sum of Two Hundred Sixty Thousand dollars (\$260,000) per year. This payment shall be paid in monthly installments of approximately Twenty-one Thousand Six Hundred Sixty-seven dollars (\$21,667) no later than the fifteenth (15) day of each month following the month in which the services were rendered.

Checks will be made payable to: The Regents of the University of California

And sent to: Department of Reproductive Medicine  
UCSD School of Medicine  
9500 Gilman Drive, M.C.8433  
La Jolla, CA 92093-8433  
Attention: L. Ikeda  
UCSD Ref. # 26-1147  
Federal Tax ID# 95-6006144

- 4.5 PPH shall be solely responsible for billing and collection of charges for all of the technical component of the perinatal services rendered by PHYSICIAN for PPH HOSPITALS, as described in Subsection 1.1, and shall have sole right to such collections.
- 4.6 PPH shall retain the right to bill and collect for Medicare patients' services.
- 4.7 Payment of PHYSICIAN'S salary and benefits shall be the sole responsibility of

UNIVERSITY as the employer of PHYSICIANS.

4.8 PPH acknowledge that UNIVERSITY employees shall follow the ethical and legal standards established by the UNIVERSITY'S Compliance Program, as well as those of PPH's compliance program, if such program exists, and a copy will be provided to the UNIVERSITY'S employee upon written request by UNIVERSITY.

4.9 The parties acknowledge that none of the benefits granted UNIVERSITY or UNIVERSITY physician employees is conditioned on any requirements that UNIVERSITY or PHYSICIAN make referrals to, be in a position to make or influence referrals to, or otherwise generate business for PPH. The parties further agree that physician services provided hereunder are non-exclusive and physicians may establish privileges at, refer any service to, or otherwise generate any business for any other entity of physicians' choosing.

5. REVIEW OF PHYSICIAN'S BILLING DOCUMENTS AND USE OF TAX IDENTIFICATION NUMBER

5.1 PPH shall allow UNIVERSITY the right to review documentation by PHYSICIAN to assure accuracy of the billing for services provided.

5.2 PPH shall use its own tax identification number and provide documentation of such tax identification number prior to submitting the first bill under this agreement.

6. PPH's INSURANCE

PPH, at its sole cost and expense, shall insure PPH's activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

6.1 Professional Medical and Hospital Liability Insurance (contractual liability included) with limits of Five Million dollars (\$5,000,000) per occurrence and Ten Million dollars (\$10,000,000) general aggregate.

6.2 Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a minimum limit of One Million dollars (\$1,000,000) per occurrence.

6.3 Business Automobile Liability Insurance for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.



- 6.4 Workers' Compensation as required under California State law.
- 6.5 Such other insurance in such amounts which from time-to-time may be reasonably required by mutual consent of the UNIVERSITY and PPH against other insurable risks relating to performance.

Coverage required under Subsections 6.1, 6.2 and 6.3 shall not limit the liability of PPH.

The coverage referred to under Subsections 6.2 and 6.3 shall include UNIVERSITY as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of PPH, its officers, employees, and agents. Upon the execution of this Agreement, PPH shall furnish UNIVERSITY with certificates of insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days (10 days for non-payment of premium) advance written notice to UNIVERSITY of any material modification, change or cancellation of any of the above insurance coverage.

## 7. UNIVERSITY'S INSURANCE

UNIVERSITY, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

- 7.1 Professional Medical and Hospital Liability Self-insurance Program with limits of Five Million dollars (\$5,000,000) per occurrence.
- 7.2 General Liability Self-Insurance Program with a limit of One Million dollars (\$1,000,000) per occurrence.
- 7.3 Business Automobile Liability Insurance for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.
- 7.4 Workers' Compensation as required under California State law.
- 7.5 Such other insurance in such amounts, which from time to time may be reasonably required by mutual consent of the parties against other insurable risks relating to performance

Coverage required under this section 7.1, 7.2 and 7.3 shall not in any way limit the liability of UNIVERSITY.

The coverage referred to under Subsections 7.2 and 7.3 shall include PPH as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of UNIVERSITY, its officers, employees, and agents. UNIVERSITY, upon request, shall furnish PPH with certificates of

insurance evidencing compliance with all requirements.

## 8. INDEMNIFICATION

8.1 PPH's Indemnification. PPH shall defend, indemnify and hold UNIVERSITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PPH, its officers, employees, or agents.

8.2 UNIVERSITY'S Indemnification. UNIVERSITY shall defend, indemnify and hold PPH, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, employees, or agents.

## 9. COOPERATION IN DISPOSITION OF CLAIMS

PPH and UNIVERSITY agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. PPH and UNIVERSITY agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any professional service performed under this Agreement. To the extent allowed by law, PPH and UNIVERSITY shall have reasonable access to the medical records and charts of the other relating to any such claim or investigation; provided, however, that nothing in this section shall require either PPH or UNIVERSITY to disclose any peer review documents, incident reports, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

## 10. TERM AND TERMINATION

10.1 Term of Agreement. The term of this Agreement shall be for a three (3) year period from September 1, 2006 through August 31, 2009. This Agreement may only be renewed upon the mutual written agreement of both parties.

10.2 Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause, for any reason, at any time by PPH or UNIVERSITY upon thirty (30) days' prior written notice to the other party. Termination without cause shall not include termination based upon the

volume of revenue or referrals generated under this Agreement. If this agreement is terminated prior to September 1, 2007, the parties may not enter into a new agreement during the first year of the original term of the agreement.

- 10.3 Termination For Material Breach. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving written notice of termination to the breaching party, which termination shall be effective immediately upon delivery or as otherwise specified in such notice; provided, however, that if the nature of the breach is such that it can be reasonably cured, said notice shall specify the nature of such breach, and shall further state that the breaching party shall have thirty (30) days from the effective date of such notice to cure such breach, at which time, if the breach is not cured, this Agreement shall be terminated. Termination without cause shall not include termination based upon the volume of revenue or referrals generated under this Agreement.
- 10.4 Cause for Automatic Termination. This Agreement shall automatically terminate in the event of: (1) the loss of PPH's State of California professional or business license; (2) the loss of PPH's insurance coverage as described in Section 6 of this Agreement; (3) the insolvency or bankruptcy of PPH.
- 10.5 Effect of Expiration or Termination. Upon the expiration or earlier termination of this Agreement, as herein above provided, and except as specifically provided herein, no party shall have any further obligation hereunder except for obligations, debts or liabilities arising hereunder prior to the date of expiration or earlier termination.

11. PATIENTS' RECORDS

Any and all of PPH's patient records and charts created at PPH HOSPITALS as a result of the performance under this Agreement shall be and remain the property of PPH. Both during and after the term of this Agreement, UNIVERSITY shall be permitted to inspect and/or duplicate, at UNIVERSITY'S expense, any individual charts or records 1) to the extent necessary to assist in the defense of any malpractice or similar claim to which such chart or records may be pertinent; and/or 2) for educational purposes upon written approval by PPH. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws. Nothing in this or any section of this Agreement shall require PPH or UNIVERSITY to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Code of Evidence or under the Attorney-Client Privilege or the Attorney Work Product Privilege.

12. INDEPENDENT CONTRACTOR

None of the provisions of this Agreement shall be construed to or shall create a relationship of agency, representation, joint venture, ownership, control or employment between the parties, and it is understood and agreed that UNIVERSITY and its employee PHYSICIANS utilized under this Agreement are at all times acting and performing the services pursuant to this Agreement as independent contractors and not as employees or

agents of PPH. PPH shall not control or direct the manner or methods by which UNIVERSITY or PHYSICIANS perform the contemplated medical services. However, UNIVERSITY and PHYSICIANS shall be responsible for performing the SERVICES in a manner and at times so as to ensure that the contemplated services are performed and rendered in a competent, efficient and satisfactory manner.

13. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. PPH and UNIVERSITY agree to amend this Agreement if such amendment is required by applicable regulatory authority and does not materially affect the relative economic benefits of the parties.

14. DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If they are unable to do so, then the following procedures shall apply.

14.1 Arbitration:

14.1.1 Any controversy or dispute between UNIVERSITY and PPH concerning The performance, termination or interpretation of this Agreement shall be resolved through arbitration proceeding under the Federal Arbitration Act and before the American Arbitration Association (AAA) in accordance with AAA's Commercial Arbitration Rules at the AAA location closest to PPH's office. The administrative cost of the arbitration and the arbitrator's fee shall be shared equally by the parties. The parties shall have full discovery rights under the California Discovery Act, subject to modification by the arbitrator in his or her discretion.

14.1.2 The Arbitrator shall have no authority or power to amend or modify the terms of this Agreement. All arbitration decisions shall be final and binding on the parties. The prevailing party, as determined by the Arbitrator in his or her decision, shall be awarded an amount equal to its reasonable attorneys' fees incurred in connection with such arbitration, in addition to any other relief that may be awarded.

14.1.3 Judgment upon any award rendered by the Arbitrator may be entered in any court having jurisdiction.

15. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California.

16. ASSIGNMENT

Neither PPH nor UNIVERSITY shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

17. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the invalid provisions are not material to the overall purpose and operation of this Agreement.

18. WAIVER

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

19. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of the Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

20. INTERRUPTION OF SERVICES

Any of the parties shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the parties so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the excused party.

21. SUBJECT HEADINGS

The subject headings used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants or conditions of this Agreement.

22. METHOD OF NOTIFICATION

All notices required or permitted to be given hereunder which may be given by any party to the other, shall be deemed to have been fully given when made in writing and sent by facsimile to the number set forth below or sent by reputable overnight courier, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO UNIVERSITY: Thomas Jackiewicz  
Assoc. Vice Chancellor, UCSD Health Sciences  
University of California, San Diego  
School of Medicine  
9500 Gilman Drive, #0602  
La Jolla, CA 92093-0602  
Facsimile number: 858.534.6573

TO PPH: Gerald Bracht  
Chief Administrative Officer  
Palomar Medical Center  
555 East Valley Parkway  
Escondido, CA 92025  
Facsimile number: 760.598.1196

The parties have executed this Agreement as set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
on behalf of the University of California San Diego, School of Medicine,  
Department of Reproductive Medicine

By: \_\_\_\_\_  
Thomas Jackiewicz Date  
Associate Vice Chancellor Finance & Administration UCSD Health Sciences

PALOMAR POMERADO HEALTH

By: \_\_\_\_\_  
Date  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT A

### Scope of Services

UNIVERSITY Perinatology Services encompasses the following:

1. Establish an inpatient perinatology consultation service.
2. Appoint a designated Perinatology Medical Services Director to provide oversight for perinatology services.
3. Establish outpatient fetal diagnostic services.
4. Provide assistance to the HOSPITALS obstetrical medical staff in the management of high risk pregnancy.
5. Collaborate with Neonatology Services to ensure communication, coordination and optimal outcomes for mothers and fetuses with complex medical conditions.
6. Provide medical and nursing inservice related to the management of high risk pregnancy.
7. Assist with the development and implementation of clinical protocols and practice guidelines.
8. Collaborate with HOSPITALS' Clinical Resources Management department to optimize resource utilization and facilitate timely discharge for high risk antepartum or postpartum patient.
9. Program development increasing HOSPITALS' market share related to patients requiring consultation services, antepartum management, and genetic evaluation.
10. Participation at HOSPITALS' OB/GYN department meetings including quality management and peer review activities.
11. Provide input for the annual budget process, as it relates to the Perinatology Prenatal Services.
12. Participation and input with any Perinatology facilities planning.
13. Participation in the development and assist in the monitoring of quality initiatives as it relates to the Perinatology Prenatal Services.
14. Work with Director of Nursing to develop and implement reporting requirements and protocols for midwives.

Clinical Services include:

1. On-Call Coverage five days per week beginning in August 2006.
2. Clinical Services three days per week beginning in September 2006.