

EXHIBIT A

SPECIALTY CARE

Scope of Service: 18.1 POSITIONS/SPECIALTY CARE

Gastroenterology:

Contractor will provide Gastroenterology physicians to render services in accordance with the

SAFETY AND HEALTH PLAN shall be subject to the Contractor's management of all

Program Director:

Contractor will provide a Graduate Medical Education Program Director who shall be mutually agreed to by Contractor and the Hospital. The Program Director will render services in accordance with the requirements of the ACGME and the appropriate Residency Review Committee.

Consults:

Contractor will provide additional physicians in various specialties for patient care and teaching on an as needed basis.

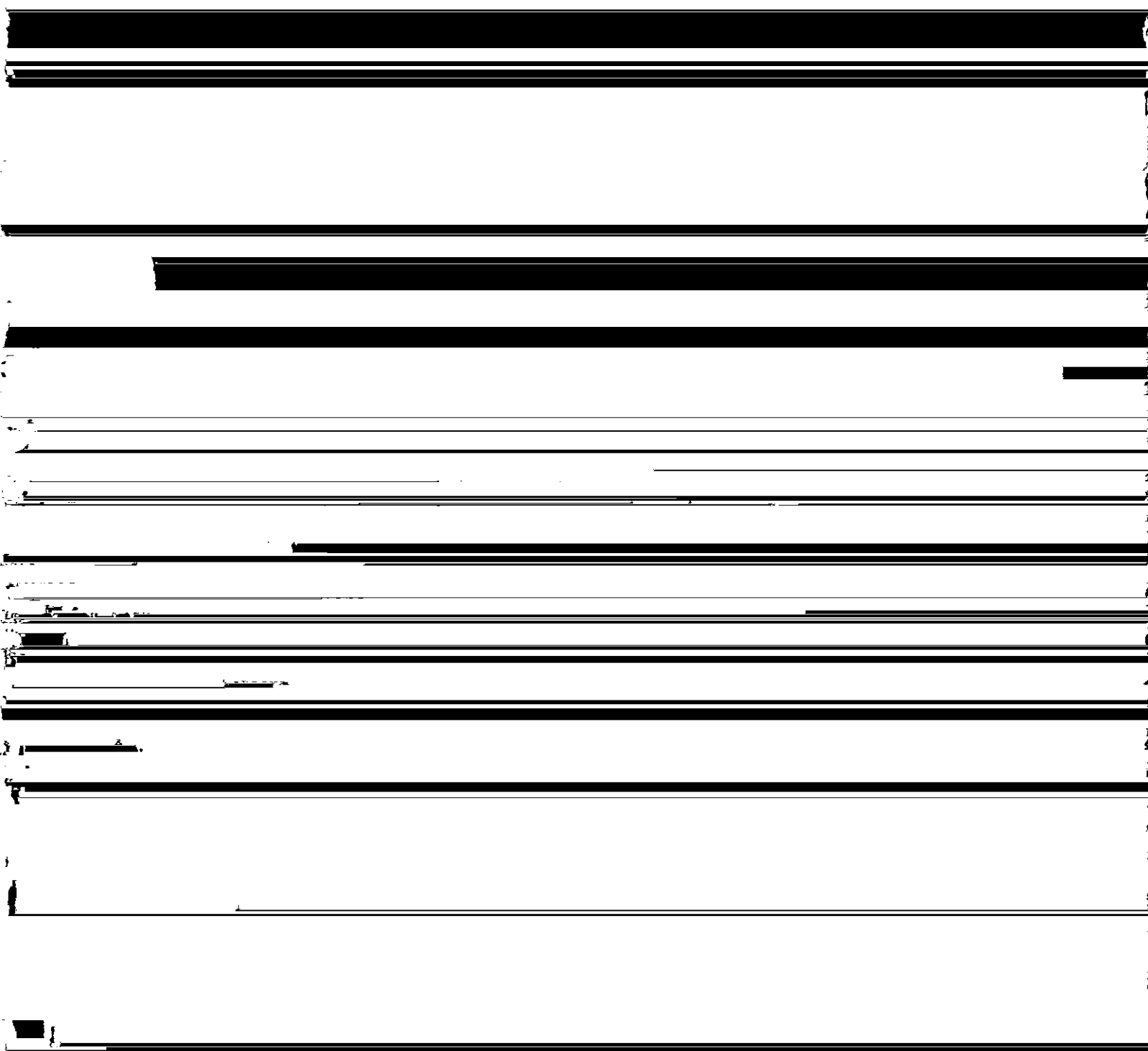
Scope of Service: 25.6 Positions PRIMARY CARE

Contractor will provide qualified physicians to render services for Internal Medicine

Physicians shall provide such reports necessary to complete patient medical records. Services will be compensated in accordance with Exhibit B2.

Pulmonology:

~~Contractor will provide Pulmonology physicians to render services in accordance with the terms~~



Pediatric Gastroenterology:

Contractor will provide Pediatric Gastroenterology physicians to render services in accordance with the terms of this Agreement. Contractor will be responsible for Pediatric Gastroenterology coverage at all times. Physicians shall provide such reports necessary to complete patient

Obstetrics-Gynecology; Physician Assistant-Obstetrics:

Contractor will provide Ob-Gyn physicians and extended Ob/Gyn care in accordance with the
Contractor will be responsible for Ob Gyn coverage at all times

physicians in training. Reimbursement will be based on FTEs provided and at the rate detailed in Exhibit B3. Contractor must meet program objectives and/or residency requirements.

General Surgery; Vascular Surgery; Cardiovascular Surgery:

services in accordance with the terms of this Agreement. Contractor will be responsible for

times. Physicians shall provide reports necessary to complete patient medical record. Services

will be compensated in accordance with Exhibit B3.

Medical Director

Contractor will provide a physician to provide part-time Medical Director services. Duties of the Medical Director will be delegated by the Hospital Administrator and will include, but not be limited to leadership, quality control, disease management and any other duties as reasonably

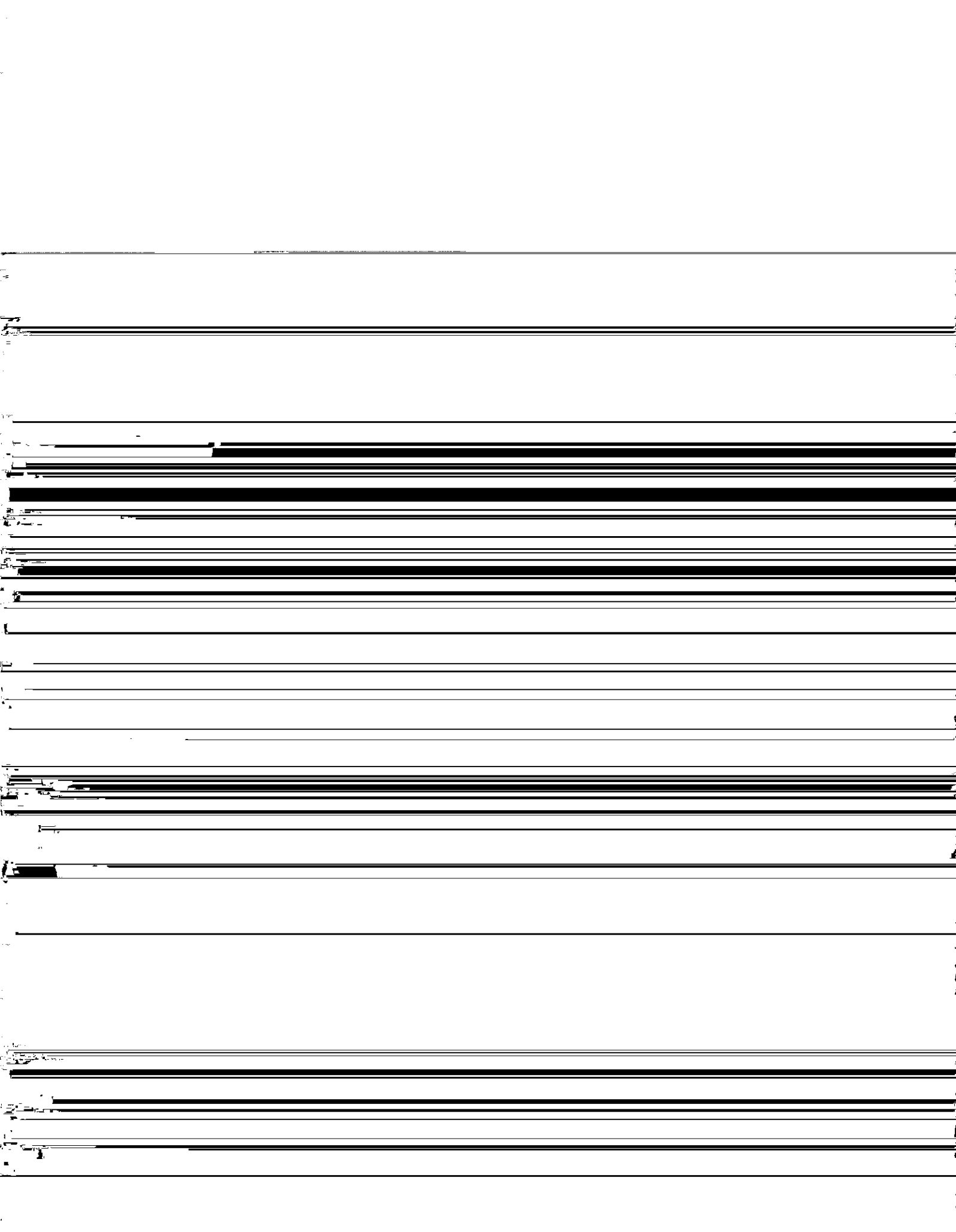
required. The Medical Director will be responsible for providing adequate physician staffing for the Hospital and its clinics at all times.

The Medical Director will be compensated by Contractor's Board of Directors, subject to the approval

non-billable patient care as described in their Program Information Form (PIF). SLMA
personnel will continue to provide oversight and direction of their training program

All such personnel shall provide reports as necessary to complete patient medical records.

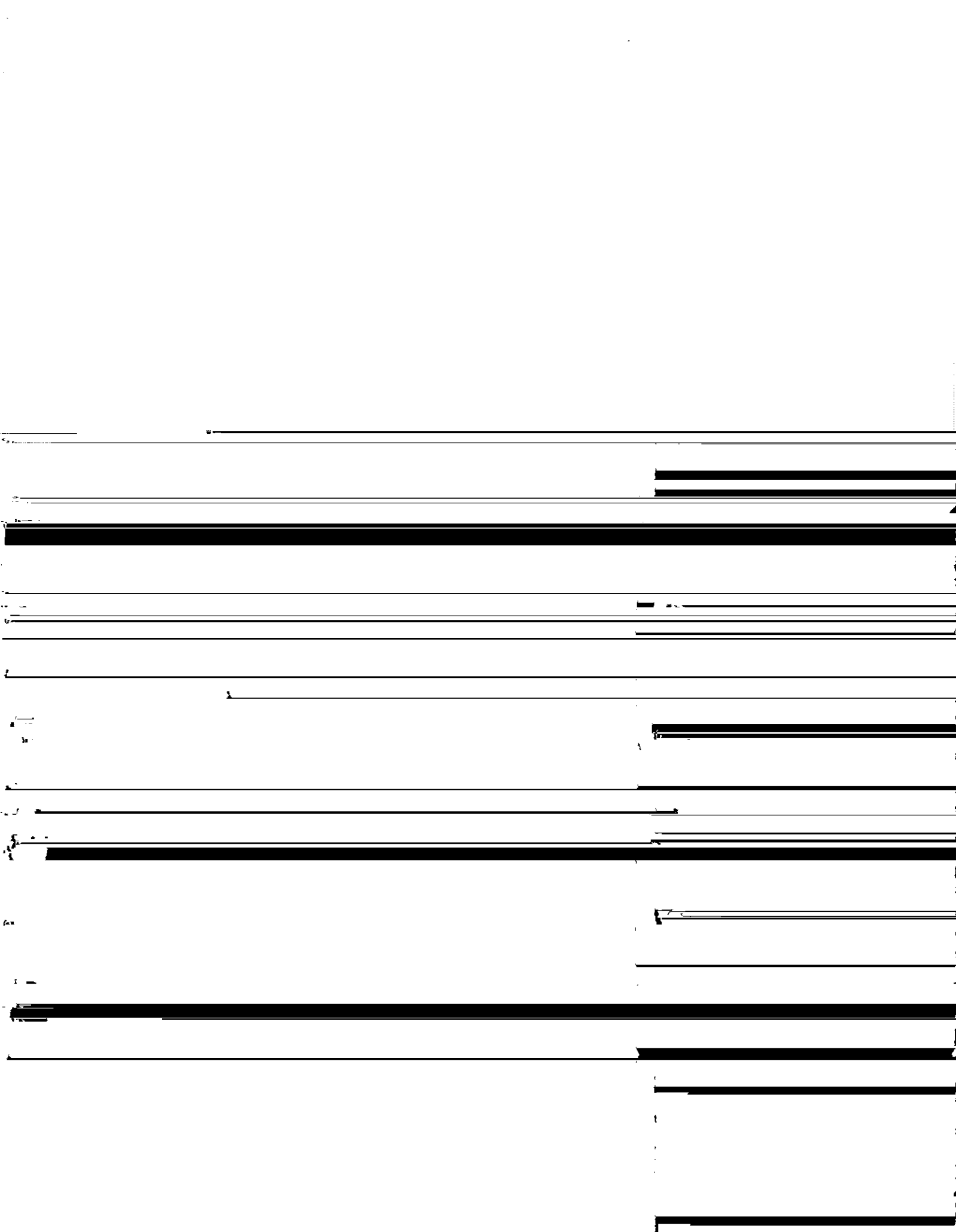
EXHIBIT B
COMPENSATION FOR PROFESSIONAL SERVICES



ident		
vision	Admin	
55,765	\$	632,887
37,980	\$	52,741

Patient Care
\$ 1,997,095

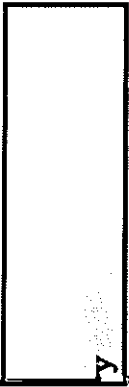
\$ 166,425



	<u>9%</u> <u>overhead</u>	<u>Total</u>
0	16,200	252,000
0	16,200	252,000
0	16,200	252,000
0	16,200	252,000
0	16,200	252,000
0	16,200	252,000
0	16,200	252,000
0	16,200	252,000
0	16,200	252,000
0	16,200	252,000
0	129,600	2,016,000

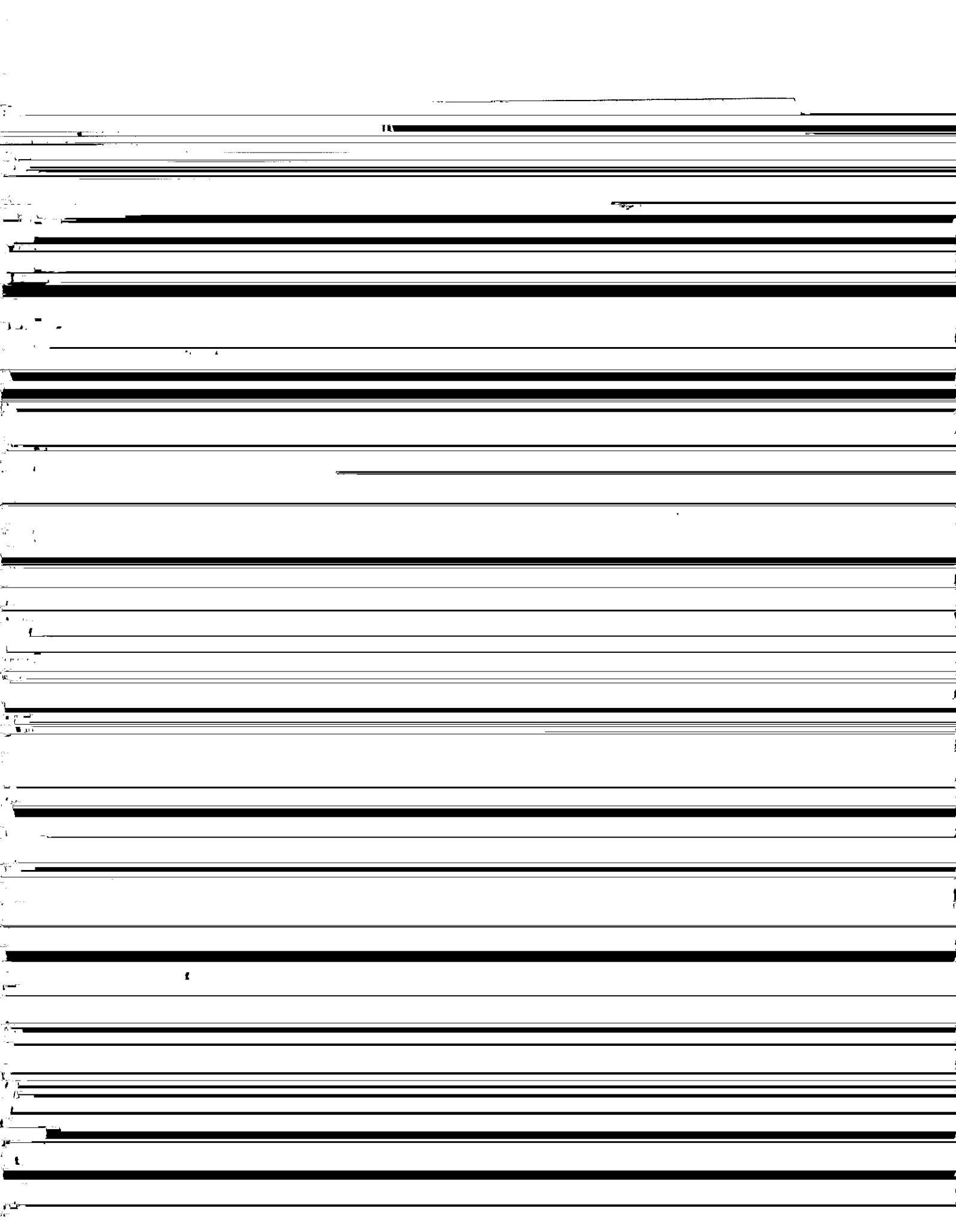
1	8,399	130,658
1	8,399	130,658

	<u>9%</u> <u>overhead</u>	<u>Total</u>
0	33,882	466,815
3	32,666	450,060
0	31,722	437,061
3	98,270	1,353,936
4	236,269	3,500,593



\$	3,085,747
\$	4,247,904
\$	6,643,972
\$	5,667,606
\$	380,480
\$	3,500,593
\$	<u>23,526,303</u>

EXHIBIT C
PERFORMANCE STANDARDS FOR CLINICAL SERVICES



FMS#693383



