Annual Report to the Joint Commission on Health Care On the Impact and Effectiveness of the Pilot Programs to Expand Access to Obstetric, Prenatal, and Pediatric Services

Virginia Department of Health

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EXECUTIVE SUMMARY

The 2005 General Assembly and Governor enacted HB2656 to improve access to obstetrical care in areas without inpatient maternity services. The passage of HB 2656 permitted the State Board of Health to approve pilot projects that permitted certified nurse midwives (CNM)licensed by the Board of Medicine and Nursing to practice in collaboration with a physician rather than requiring a supervisory relationship with a physician. HB 2656 also permitted the use of birth centers as an alternative way to improve access to prenatal, obstetric and pediatric care. HB2656 required the Virginia Department of Health (VDH) to make an annual report to the Joint Commission on Health Care on the progress made in these communities to gain State Board of Health approval for such pilot projects and improve access to care.

VDH issued its first report to the Joint Commission on Health Care (November, 2006) on the progress made to date on the development of birthing centers. Of special note was the general fund allocation of $150,000 to support coordinators in Emporia-Greensville and the Northern Neck to maintain the momentum in these communities. VDH drafted a Memorandum of Agreement (MOA) with Virginia Commonwealth University (VCU) in September 2006 to administer that start-up funds and provide management oversight for the two projects. The agreement included a list of deliverables to assure forward progress. Shortly thereafter, VCU hired two project coordinators to organize the efforts of state and local supporters and move forward with implementing an OB pilot project in each assigned area.

The 2007 General Assembly continued the same level of funding in FY 08. The MOA with VCU expired in June 2007 and agreements were executed with 501 (c) (3) organizations located in each of the targeted communities (Emporia-Greensville and Northern Neck). Southern Dominion Health Systems, Inc became the fiscal agent for the pilot project in the Emporia-Greensville area and Rappahannock Area Health Education Center became the fiscal agent for the Northern Neck project beginning July 2007.

Over the past 12 months, stakeholders in both communities have continued to perform the work in support of establishing birth centers utilizing the services of CNMs who would work in collaboration with a community physician. The two project coordinators hired in November 2006 have continued working in their respective localities to develop and implement business processes required by the Commission for the Accreditation of Birth Centers in establishing an accredited birth center. Each community's Task Force or Board has been hard at work developing policies and procedures for operation of a birth center in accordance with the Board of Health's recommendations. Recognizing that a community's commitment to this effort is essential to each center's ability to become fully operational by the end of 2008, all the stakeholders have been very active in informing the public about the birthing center concept and garnering community support. Each project coordinator has worked collaboratively with the Department to assure that the required work plan deliverables have been accomplished within the given time frames.

In the Emporia-Greensville area it is anticipated that Southern Dominion Health Services, Inc. (a Federally Qualified Health Center) will receive approval from the U.S. Department of

Health and Human Services, Health Resources and Services Administration to expand its scope of service and begin providing women's health and obstetrical services early in 2008. In the Northern Neck area, the option to partner with a federally qualified community health center was not feasible, necessitating this group take a different approach. The stakeholders developed the Family Medical Center of Northern Neck as a corporation and received approval from the Internal Revenue Services to operate as a 501 (c) (3). This group estimates having a fully operational birth center will take longer and may not be operational until the end of 2008.

The local OB projects must pay close attention to the provisions in HB 2656 for increased collaboration, which are critical to ensuring success. Inadequate attention has been given to coordination with the regional perinatal center. HB 2656 specifically stipulates that there must be mutually agreed upon practice protocols and that the perinatal center agrees to provide administrative oversight and clinical consultation when requested.

The Department of Medical Assistance Services is researching a reimbursement structure under Medicaid for the birthing centers. It is anticipated that based on the projected payer mix for these two centers, there will be heavy reliance on Medicaid reimbursement. Promulgation of any regulatory changes to the existing reimbursement structure will take approximately 18 months, given the public participation requirements of the Virginia Administrative Process Act. Any changes to Medicaid reimbursement will likely affect the financial viability of these two projects.

During the continuation of this grant, VDH will serve as a primary contact for the purposes of collaborating on the implementation of project tasks and priorities and will provide technical assistance for the purpose of expediting the project. VDH will continue to monitor the progress of the pilot projects, and report on the impact and effectiveness of the pilot projects in meeting the program goals.

<u>Background</u>

The demand for prenatal care in localities serving growing numbers of uninsured or low-income pregnant women continues to present a challenge to those attempting to forge a solution. Though there have been no further suspensions or closures of OB units in Virginia hospitals in the past year, access to prenatal care continues to be limited for indigent pregnant women due to limited resources and increased costs. Moreover, some health providers have had to restrict eligibility to clients in the lowest income bracket of the federal poverty guidelines, leaving many women with few options. These aforementioned factors in addition to poor preconception health, and late entry or no entry into prenatal care have contributed in part to Virginia's 2005 infant mortality rate of 7.4/1000 population.

One initiative to increasing access to prenatal care and reducing infant mortality enacted by the 2005 General Assembly was to pilot birthing centers in several localities throughout the state. HB2656 authorized the State Board of Health to approve pilot projects to improve access to prenatal, obstetrical (OB), and pediatric care (see Appendix A). An appropriation, in FY 06, of $150,000 in Item 293 #9c provided funds for the development of a birthing center in the Northern Neck and Emporia areas. During the first year of funding, a memorandum of agreement (MOA) was executed between the Virginia Department of Health (VDH) and Virginia Commonwealth University (VCU) to administer these funds and provide management oversight. The initial report submitted to the Joint Commission on Health Care, in accordance with § 32.1-11.5, on the impact and effectiveness of the pilot programs to expand access to OB care included a copy of this MOA.

Pursuant to Chapter 926 of the 2005 Acts of Assembly, beginning in July, 2007 an additional appropriation of $150,000 in item 293.T provided further funding to be used for start-

up costs related to pilot projects in Northern Neck and Emporia. New memoranda of agreements were executed making Southern Dominion Health Systems, Inc. (SDHS) the fiscal agent for the development of the pilot project birth center in Emporia (see Appendix B) , and Rappahannock Area Health Education Center (RAHEC) the fiscal agent for the Northern Neck pilot project birth center (see Appendix C). A complete listing of all expected deliverables is enumerated in the each of the project coordinator's work plans can also be found in each respective appendix. In accordance with the provisions of each agreement, a pilot project manager from each site was awarded $75,000 to fund a coordinator and provide management oversight. Both SDHC, Inc. and RAHEC agreed not to charge the Department any indirect costs or other administrative expenses.

The two contractors hired in November 2006, serving as the project coordinator within each community (Emporia and Northern Neck), were retained in that same capacity for FY 08. Over the past 12 months, each project coordinator has continued the work of the stakeholders in furthering the building of community partnerships and community planning to develop a local birthing center business plan.

This year's report to the Joint Commission is organized to reflect each locality's (Emporia, Northern Neck) distinct needs, resources, plans and achievements. The first section will provide an individual report by locality. The second section will report on joint activities both centers are collectively involved in to increase access to care through the development of birthing centers.

Progress to Date – Emporia/Greensville

The most recent community assessment in the Emporia-Greensville area reveals that about 85% of pregnant women residing in the community are potentially low-risk and have access to prenatal care through several access points. There are two local OB/GYN physicians in

private practice and two public health districts offering prenatal services: Crater and Southside. Health department prenatal clinics in the Emporia/Greensville, Sussex and Brunswick areas are each held one day a week.

Located within Emporia is a federally qualified community health center (FQHC), Southern Dominion Health Systems, Inc (SDHS). This center has been helping many without health insurance to obtain comprehensive primary health care services in this community and the surrounding areas since 1984. SDHC operates six clinics in the four counties of Greensville, Dinwiddie, Lunenberg, and Amelia. While prenatal and obstetric services are not currently offered, the SDHS Board of Directors (BOD) voted this spring to apply to the Health Resources and Services Administration (HRSA) for a change in scope of service to include a women's health and birthing center.

The Women's Health and Birthing Center (WHBC), if approved by HRSA, will be a division of SDHS. The WHBC's mission is to increase access to culturally competent, evidenced-based maternity services utilizing the Midwives Model of Care ©. All staff of the WHBC will be employees of SDHS. A local OB/GYN physician is expected to be director of the Women's Health Service. It is anticipated that a board certified OB/GYN physician practicing in the Emporia-Greensville community will provide oversight duties as the medical director of the Birthing Center. The plan calls for WHBC to be equipped with birthing rooms where women can deliver in privacy with the help of a certified nurse midwife and a licensed practical nurse. Once the center is fully operational, it is expected to provide delivery services for about 100 babies per year with a provider to client ratio of 2:1. The birthing rooms will be outfitted with equipment and supplies for managing emergencies until a hospital transfer is facilitated.

At present, Halifax Regional Medical Center, 22 miles from Emporia, is the closest hospital for delivery. Southampton Memorial, Southside Regional Medical Center and Community Memorial Hospital are all at least 36 miles away from Emporia. The small percent of pregnant women who may need more intense medical management are generally referred early in the pregnancy to a perinatal care center, such as the one located at Virginia Commonwealth University's Medical Center (VCUMC) in Richmond, for ongoing care and delivery.

A local Task Force, established in 2005, was created to promote the effective development and delivery of family-centered maternity and pediatric services to those living in the Emporia-Greensville areas. This group enjoys broad community representation. Potential consumers (i.e., women of child-bearing age), local public health officials, local physicians and nurses, and local government officials comprise the Task Force. This year, the Task Force membership has been expanded to include two directors from the SDHS BOD who represent the Greensville community. An updated listing of the Emporia-Greensville OB Birthing Center Task Force is found in Appendix D.

The pilot project coordinator is responsible for convening each OB Task Force meeting, setting the agenda, reporting on work plan deliverables, and following up on proposed actions. The Task Force created several subcommittees that meet on a regular basis and whose members are charged with developing practice agreements with local providers/hospitals, professional practice guidelines and protocols, marketing strategies, and fundraising activities. The first draft of the birthing center practice protocols has been distributed to the Medical Committee for review.

In an effort to generate broad community support, the marketing committee has made presentations to the Emporia City Council, the Greensville Board of Supervisors and others describing the birth center project and requesting funding support. Public service announcements about the birth center concept have been aired on the local radio station along with articles published in the local newspaper. This group has been quite active in reaching out to the community attending various events and public forums educating the public on the birth center concept. The marketing plan is found in Appendix E.

Efforts to obtain external funding from charitable foundations and philanthropic organizations to support the development of the birth center have been stalled due to requirements for a local community match. In an effort to generate local funding, a birth center fundraiser was held on September 16, 2007 at the Lewis Ginter Botanical Center in Richmond. It is not clear if this fundraiser met financial expectations or was "break even".

Progress to Date – Northern Neck

The total number of live births for the 7 localities comprising the Northern Neck and Middle Peninsula areas increased 11% over the past three years, from 1278 reported births in 2003, to 1421 in 2005. Only 82% of pregnant women sought prenatal care in the first trimester in CY 05 compared to 84% of pregnant women in CY 04. This finding may be due in part to increasing medical malpractice premiums, and Medicaid reimbursement levels resulting in fewer providers willing and/or able to accept the growing number of uninsured pregnant women needing prenatal care. These factors, among others, led the Rappahannock General Hospital (RGH) Board of Directors' decision to close its labor and delivery unit in the winter of 2004.

While several OB/GYN physicians remain in the area to provide prenatal care to expectant parents, the great distances to reach a hospital for delivery remains a significant

problem. Families living in Lancaster, Northumberland, Richmond, Westmorland as well as lower Middlesex counties travel as far as two hours away to deliver their babies at hospitals located in Williamsburg, Richmond, Fredericksburg or Newport News. Additionally, Central Virginia Health Services (CVHS), a federally qualified community health center with a satellite office located in the Middle Peninsula, does not provide obstetrical care.

Discussions were held with the development director of CVHS to explore expanding their scope of service to include prenatal and obstetrical services. It was determined by their BOD that this option was not feasible at this time. As a result, the stakeholders decided to establish a free standing birthing center, capable of providing a safe labor and delivery experience for pregnant women in the Northern Neck area.

Articles of incorporation were drafted establishing The Family Maternity Center of Northern Neck (FMCNN) as a non-profit and non-stock corporation in the Commonwealth of Virginia in July 2007. The center is designed to be an independent birth center with care provided by certified nurse midwives, registered nurses, and support staff in association with a medical director physician who will provide local backup. The mission of the FMCNN is to promote healthy children and families by providing the highest quality, compassionate, family centered, cost-effective maternity and pediatric services to those living in the North Neck and Middle Peninsula areas of Virginia. The FMCNN will provide prenatal care, and delivery services for low risk pregnant women.

The bylaws created a BOD whose officers were appointed from the existing Northern Neck OB Task Force membership. The OB pilot project coordinator serves as Board president, and a local board certified OB/GYN physician serves as Vice President. The Board added new

community members in November to include the Executive Director of RAHEC, a community physician and local officials. An updated listing of the FMCNN BOD is found in Appendix F.

The Board submitted an application to the Internal Revenue Service for Recognition of Exemption under Section 501 (c) (3) of the Internal Revenue Code in October 2006, under the business name of the Family Maternity Center of the Northern Neck, Inc. (FMCNN). Tax exempt status was granted in July, 2007. This arrangement affords the Board the opportunity to generate additional funds, receive donations and submit grant proposals to support the construction of the birth center.

The BOD created several subcommittees and workgroups charged with developing the center's by-laws, medical policies and procedures, marketing strategies, and fundraising activities. A memorandum of agreement specifying the referral and back-up agreements between and among all involved obstetric and pediatric providers has been drafted and copies given to targeted providers. Three local providers participated in the development of an emergency protocol for handling complicated deliveries. These documents are still under review.

Town meetings and informational sessions for citizens on the proposed birthing center have been held in various communities in the Northern Neck and Middle Peninsula areas. The marketing committee has made presentations to the Kilmarnock, Irvington, and White Stone town councils and others describing the birth center project and requesting funding support. Announcements about the birth center concept have been made on the radio and articles published in the local newspapers. Please refer to Appendix G for a copy of the marketing plan.

It is anticipated that the FMCNN facility will be located in close proximity to RGH who, in a memorandum of understanding, will provide non-obstetrical ancillary services and medical consultation. A local Board certified OB/GYN physician will serve as the collaborative

physician providing oversight duties as the birthing center's medical director. The birthing center will provide prenatal and delivery services to pregnant women identified as low risk. In the event a complication should develop during a delivery, a direct video link backup with the perinatal care center at Virginia Commonwealth University Medical is being investigated. Women experiencing complications during delivery necessitating immediate physician intervention will be transported via air or ground ambulance to VCU's Medical Center.

In commemoration of its 100th anniversary of service to the Commonwealth of Virginia, a local architectural firm made a $10,000 donation to "jump start" plans for the new FMCNN. In collaboration with the BOD, this firm designed the birthing center's floor plan and completed a donor board to be used to promote a fund raising campaign.

The tax exempt status will make it possible for the FMCNN to expand its fundraising efforts. A grant application was submitted to the Jesse Ball DuPont Foundation this past spring. Receipt of funds has been stalled however, due to foundation requirements for a local community match. In an effort to generate local funding, a birth center fundraiser was held on September 16, 2007 at the Lewis Ginter Botanical Center in Richmond. It is not clear if this fundraiser met financial expectations or was "break even".

Malpractice coverage for the birth center providers remains a concern. While the birth center providers employed by SDHS will be covered under the center's federal professional liability insurance, malpractice coverage for the providers in the FMCNN is undecided. James Rivers Insurance Company indicated they could "*possibly*" insure the birthing center, but is too early to give any kind of indication of pricing or coverage terms. A review of the midwives credentials, affiliated physician and other staff, will be required before a coverage decision is reached.

Progress to Date - Collaborative Efforts

One measure the Board of Health took to assure women utilizing a birthing center have easy access to safe and high quality prenatal and obstetrical care was to ask each pilot project to document membership in the American Association of Birth Centers (AABC), formerly the National Association of Birth Centers. AABC sets national standards for birth center operation, and is the nation's most comprehensive resource on freestanding birth centers. Memberships as a developing birth center for the maternity center in Emporia-Greensville and for Northern Neck were renewed in November 2006. Attendance at an accreditation workshop sponsored by AABC and a grant writing workshop sponsored by the National Association of Community Health Centers has been supported by grant funds for both project coordinators.

The umbrella organization for both birthing centers is the Women's Health and Birthing Center. A graphic artist designed a professional logo for the umbrella organization in January 2007. This copyrighted design will be affixed to all marketing materials, educational brochures, informational pamphlets, business cards and stationary (see Appendix H).

Based upon the demographics of pregnant women and their families that may choose to utilize the services of a birthing center, there will be heavy reliance on Medicaid reimbursement for service delivery. The Department of Medical Assistance Services is researching a facility fee reimbursement structure for birthing centers under Medicaid. Since there are no current regulations covering this, new Medicaid regulations will need to be promulgated. Promulgation of any regulatory changes to the existing reimbursement structure will take approximately 18 months, given the public participation requirements of the Virginia Administrative Process Act. Any changes to Medicaid reimbursement will likely affect the financial viability of these two projects.

Continuing Challenges

There are several challenges of particular concern to the success of this initiative. The Board of Health is resolute on the requirements outlined in HB2656 which it considers integral to assure patient safety. The local OB projects must pay close attention to the provisions in HB 2656 for increased collaboration, which are critical to ensuring success. Inadequate attention has been given to coordination with the regional perinatal center. HB 2656 specifically stipulates that there must be mutually agreed upon practice protocols and that the perinatal center agrees to provide administrative oversight and clinical consultation when requested. Activities leading to this end, outlined in each project coordinators work plan, are being addressed.

Professional liability insurance for providers is important in establishing free standing birthing centers. Malpractice liability protection for practitioners engaged in providing a range of obstetrical services is very costly. There is relief for practitioners employed by FQHCs. Should HRSA approve SDHS's (a FQHC) request to expand their scope of service to include the provision of obstetrical services, employees of the birthing center will be covered by the organization's malpractice insurance. This is based on the fact that the Bureau of Primary Health Care grantees have malpractice liability protection for medical related functions under the Federal Tort Claims Act (Public Law 102-501); Section 224 of the Public Health Service Act.

Providers practicing in the FMCNN do not have the option of associating their practice in a FQHC and are currently seeking coverage through a private insurance group. Consequently, the FMCNN BOD needs to work with the Virginia Department of Treasury, Division of Risk Management in establishing a medical malpractice insurance premium subsidy for licensed providers of OB service whose practice includes a substantial number of uninsured and Medicaid patients.

Reimbursement for services provided is critical to the success of establishing a fully operational birthing center in each targeted community by the end of 2008. While Medicaid reimbursement to physician's for OB/GYN services was increased, there is no mechanism for reimbursement to certified nurse midwives for the provision of prenatal care and delivery in a birthing center. There is also no reimbursement for facility fees. Medicaid reimbursement for birthing center obstetrical-related services is indicated if this alternative to hospital delivery is to be successful.

The Department will continue to monitor the progress of the pilot projects to provide alternative arrangements for prenatal and delivery services in the Emporia-Greensville and Northern Neck areas. A final report will be submitted to the Governor and General Assembly at the end of project funding, identifying advancements towards improving access to prenatal, obstetrical and pediatric services that have contributed to improving the health and well-being of women, infants, children, and families throughout the Commonwealth.

APPENDIX A

Appendix A

CHAPTER 926

An Act to amend and reenact §§ 54.1-2901 and 54.1-2957.01 of the Code of Virginia and to amend the Code of Virginia by adding a section numbered 32.1-11.5, relating to pilot programs for obstetrical and pediatric care in certain areas.

[H 2656]

Approved April 6, 2005

Be it enacted by the General Assembly of Virginia:

1. That §§ 54.1-2901 and 54.1-2957.01 of the Code of Virginia are amended and reenacted, and that the Code of Virginia is amended by adding a section numbered 32.1-11.5 as follows:

§ 32.1-11.5. Pilot programs for obstetrical and pediatric care in underserved areas.

A. The Board may approve pilot programs to improve access to (i) obstetrical care, which for the purposes of this section includes prenatal, delivery, and post-partum care; and (ii) pediatric care in areas of the Commonwealth where these services are severely limited. The proposals for such pilot programs shall be jointly developed and submitted to the Board by nurse practitioners licensed in the category of certified nurse midwife, certain perinatal centers as determined by the Board, obstetricians, family physicians, and pediatricians.

B. Nurse practitioners licensed by the Boards of Medicine and Nursing in the category of certified nurse midwife who participate in a pilot program shall associate with perinatal centers recommended by the Board and community obstetricians, family physicians, and pediatricians and, notwithstanding any provision of law or regulation to the contrary, shall not be required to have physician supervision to provide obstetrical services to women with low-risk pregnancies who consent to receive care under the pilot program arrangements. Further, notwithstanding any provision of law or regulation to the contrary, a nurse practitioner licensed by the Boards of Medicine and Nursing in the category of certified nurse midwife holding a license for prescriptive authority may prescribe Schedules III through VI controlled substances without the requirement for either medical direction or supervision or a written agreement between the licensed nurse practitioner and a licensed physician. Such perinatal center shall provide administrative oversight by (i) assisting in the development of appropriate clinical care protocols and clinical collaboration, (ii) accepting transfers when necessary, and (iii) providing clinical consultation when requested. Removal of the requirement for physician supervision for participating nurse practitioners licensed by the Boards of Medicine and Nursing in the category of certified nurse midwife shall not extend beyond the pilot programs or be granted to certified nurse midwives who do not participate in approved pilot programs. Further, the removal of the requirement of physician supervision shall not authorize nurse practitioners licensed by the Boards of Medicine and Nursing in the category of certified nurse midwife to provide care to women with high-risk pregnancies or care that is not directly related to a low-risk pregnancy and delivery. Nurse practitioners licensed by the Boards of Medicine and Nursing in the category of certified nurse midwife participating in a pilot program shall maintain professional

liability insurance as recommended by the Division of Risk Management of the Department of the Treasury.

C. The Department shall convene stakeholders, including nurse practitioners licensed by the Boards of Medicine and Nursing in the category of certified nurse midwife, obstetricians, family physicians and pediatricians to establish protocols to be used in the pilot programs no later than October 1, 2005. The protocols shall include a uniform risk-screening tool for pregnant women to assure that women are referred to the appropriate provider based on their risk factors.

D. Pilot program proposals submitted for areas where access to obstetrical and pediatric care services is severely limited shall include mutually agreed upon protocols consistent with evidence-based practice and based on national standards that describe criteria for risk assessment, referral, and backup and shall also document how the pilot programs will evaluate their model and quality of care.

E. Pilot sites that elect to include birthing centers as part of the system of care shall be in close proximity to a health care facility equipped to perform emergency surgery, if needed. Birthing centers are facilities outside hospitals that provide maternity services. Any birthing center that is part of the pilot program shall, at a minimum, maintain membership in the National Association of Childbearing Centers and annually submit such information as may be required by the Commissioner. The pilot programs shall not provide or promote home births.

F. The Department shall evaluate and report on the impact and effectiveness of the pilot programs in meeting the program goals. The evaluation shall include the number of births, the number of referrals for emergency treatment services, successes and problems encountered, the overall operation of the pilot programs, and recommendations for improvement of the program. The Department shall submit a report to the Joint Commission on Health Care by November 15, 2006, and annually thereafter.

§ 54.1-2901. Exceptions and exemptions generally.

A. The provisions of this chapter shall not prevent or prohibit:

1. Any person entitled to practice his profession under any prior law on June 24, 1944, from continuing such practice within the scope of the definition of his particular school of practice;

2. Any person licensed to practice naturopathy prior to June 30, 1980, from continuing such practice in accordance with regulations promulgated by the Board;

3. Any licensed nurse practitioner from rendering care under the supervision of a duly licensed physician when such services are authorized by regulations promulgated jointly by the Board of Medicine and the Board of Nursing;

4. Any registered professional nurse, licensed nurse practitioner, graduate laboratory technician or other technical personnel who have been properly trained from rendering care or services within the scope of their usual professional activities which shall include the taking of blood, the

giving of intravenous infusions and intravenous injections, and the insertion of tubes when performed under the orders of a person licensed to practice medicine;

5. Any dentist, pharmacist or optometrist from rendering care or services within the scope of his usual professional activities;

6. Any practitioner licensed or certified by the Board from delegating to personnel supervised by him, such activities or functions as are nondiscretionary and do not require the exercise of professional judgment for their performance and which are usually or customarily delegated to such persons by practitioners of the healing arts, if such activities or functions are authorized by and performed for such practitioners of the healing arts and responsibility for such activities or functions is assumed by such practitioners of the healing arts;

7. The rendering of medical advice or information through telecommunications from a physician licensed to practice medicine in Virginia or an adjoining state to emergency medical personnel acting in an emergency situation;

8. The domestic administration of family remedies;

9. The giving or use of massages, steam baths, dry heat rooms, infrared heat or ultraviolet lamps in public or private health clubs and spas;

10. The manufacture or sale of proprietary medicines in this Commonwealth by licensed pharmacists or druggists;

11. The advertising or sale of commercial appliances or remedies;

12. The fitting by nonitinerant persons or manufacturers of artificial eyes, limbs or other apparatus or appliances or the fitting of plaster cast counterparts of deformed portions of the body by a nonitinerant bracemaker or prosthetist for the purpose of having a three-dimensional record of the deformity, when such bracemaker or prosthetist has received a prescription from a licensed physician directing the fitting of such casts and such activities are conducted in conformity with the laws of Virginia;

13. Any person from the rendering of first aid or medical assistance in an emergency in the absence of a person licensed to practice medicine or osteopathy under the provisions of this chapter;

14. The practice of the religious tenets of any church in the ministration to the sick and suffering by mental or spiritual means without the use of any drug or material remedy, whether gratuitously or for compensation;

15. Any legally qualified out-of-state or foreign practitioner from meeting in consultation with legally licensed practitioners in this Commonwealth;

16. Any practitioner of the healing arts licensed or certified and in good standing with the applicable regulatory agency in another state or Canada when that practitioner of the healing arts is in Virginia temporarily and such practitioner has been issued a temporary license or certification by the Board from practicing medicine or the duties of the profession for which he is licensed or certified (i) in a summer camp or in conjunction with patients who are participating in recreational activities, (ii) while participating in continuing educational programs prescribed by the Board, or (iii) by rendering at any site any health care services within the limits of his license, voluntarily and without compensation, to any patient of any clinic which is organized in whole or in part for the delivery of health care services without charge as provided in § 54.1-106;

17. The performance of the duties of any commissioned or contract medical officer, or podiatrist in active service in the army, navy, coast guard, marine corps, air force, or public health service of the United States while such individual is so commissioned or serving;

18. Any masseur, who publicly represents himself as such, from performing services within the scope of his usual professional activities and in conformance with state law;

19. Any person from performing services in the lawful conduct of his particular profession or business under state law;

20. Any person from rendering emergency care pursuant to the provisions of § 8.01-225;

21. Qualified emergency medical services personnel, when acting within the scope of their certification, and licensed health care practitioners, when acting within their scope of practice, from following Durable Do Not Resuscitate Orders issued in accordance with § 54.1-2987.1 and Board of Health regulations, or licensed health care practitioners from following any other written order of a physician not to resuscitate a patient in the event of cardiac or respiratory arrest;

22. Any commissioned or contract medical officer of the army, navy, coast guard or air force rendering services voluntarily and without compensation while deemed to be licensed pursuant to § 54.1-106;

23. Any provider of a chemical dependency treatment program who is certified as an "acupuncture detoxification specialist" by the National Acupuncture Detoxification Association or an equivalent certifying body, from administering auricular acupuncture treatment under the appropriate supervision of a National Acupuncture Detoxification Association certified licensed physician or licensed acupuncturist;

24. Any employee of any assisted living facility who is certified in cardiopulmonary resuscitation (CPR) acting in compliance with the patient's individualized service plan and with the written order of the attending physician not to resuscitate a patient in the event of cardiac or respiratory arrest;

25. Any person working as a health assistant under the direction of a licensed medical or osteopathic doctor within the Department of Corrections, the Department of Juvenile Justice or local correctional facilities;

26. Any employee of a school board, authorized by a prescriber and trained in the administration of insulin and glucagon, when, upon the authorization of a prescriber and the written request of the parents as defined in § 22.1-1, assisting with the administration of insulin or administrating glucagon to a student diagnosed as having diabetes and who requires insulin injections during the school day or for whom glucagon has been prescribed for the emergency treatment of hypoglycemia;

27. Any practitioner of the healing arts or other profession regulated by the Board from rendering free health care to an underserved population of Virginia who (i) does not regularly practice his profession in Virginia, (ii) holds a current valid license or certificate to practice his profession in another state, territory, district or possession of the United States, (iii) volunteers to provide free health care to an underserved area of this Commonwealth under the auspices of a publicly supported all volunteer, nonprofit organization with no paid employees that sponsors the provision of health care to populations of underserved people throughout the world, (iv) files a copy of the license or certification issued in such other jurisdiction with the Board, (v) notifies the Board at least 15 days prior to the voluntary provision of services of the dates and location of such service, and (vi) acknowledges, in writing, that such licensure exemption shall only be valid, in compliance with the Board's regulations, during the limited period that such free health care is made available through the volunteer, nonprofit organization on the dates and at the location filed with the Board. The Board may deny the right to practice in Virginia to any practitioner of the healing arts whose license or certificate has been previously suspended or revoked, who has been convicted of a felony or who is otherwise found to be in violation of applicable laws or regulations;

28. Any registered nurse, acting as an agent of the Department of Health, from obtaining specimens of sputum or other bodily fluid from persons in whom the diagnosis of active tuberculosis disease, as defined in § 32.1-49.1, is suspected and submitting orders for testing of such specimens to the Division of Consolidated Laboratories or other public health laboratories, designated by the State Health Commissioner, for the purpose of determining the presence or absence of tubercle bacilli as defined in § 32.1-49.1; or

29. Any physician of medicine or osteopathy or nurse practitioner from delegating to a registered nurse under his supervision the screening and testing of children for elevated blood-lead levels when such testing is conducted (i) in accordance with a written protocol between the physician or nurse practitioner and the registered nurse and (ii) in compliance with the Board of Health's regulations promulgated pursuant to §§ 32.1-46.1 and 32.1-46.2. Any follow-up testing or treatment shall be conducted at the direction of a physician or nurse practitioner.

B. Notwithstanding any provision of law or regulation to the contrary, a nurse practitioner licensed by the Boards of Nursing and Medicine in the category of certified nurse midwife may practice without the requirement for physician supervision while participating in a pilot program approved by the Board of Health pursuant to § 32.1-11.5.

§ 54.1-2957.01. Prescription of certain controlled substances and devices by licensed nurse practitioners.

A. In accordance with the provisions of this section and pursuant to the requirements of Chapter 33 (§ 54.1-3300 et seq.) of this title, a licensed nurse practitioner, other than a certified registered nurse anesthetist, shall have the authority to prescribe controlled substances and devices as set forth in Chapter 34 (§ 54.1-3400 et seq.) of this title as follows: (i) Schedules V and VI controlled substances on and after July 1, 2000; (ii) Schedules IV through VI on and after January 1, 2002; and (iii) Schedules III through VI controlled substances on and after July 1, 2003. Nurse practitioners shall have such prescriptive authority upon the provision to the Board of Medicine and the Board of Nursing of such evidence as they may jointly require that the nurse practitioner has entered into and is, at the time of writing a prescription, a party to a written agreement with a licensed physician which provides for the direction and supervision by such physician of the prescriptive practices of the nurse practitioner. Such written agreements shall include the controlled substances the nurse practitioner is or is not authorized to prescribe and may restrict such prescriptive authority as deemed appropriate by the physician providing direction and supervision.

B. It shall be unlawful for a nurse practitioner to prescribe controlled substances or devices pursuant to this section unless such prescription is authorized by the written agreement between the licensed nurse practitioner and the licensed physician.

C. The Board of Nursing and the Board of Medicine, in consultation with the Board of Pharmacy, shall promulgate such regulations governing the prescriptive authority of nurse practitioners as are deemed reasonable and necessary to ensure an appropriate standard of care for patients.

The Board of Medicine and the Board of Nursing shall be assisted in this process by an advisory committee composed of two representatives of the Board of Nursing and one nurse practitioner appointed by the Board of Nursing, and four physicians, three of whom shall be members of the Board of Medicine appointed by the Board of Medicine. The fourth physician member shall be jointly appointed by the Boards of Medicine and Nursing. Regulations promulgated pursuant to this section shall include, at a minimum, (i) such requirements as may be necessary to ensure continued nurse practitioner competency which may include continuing education, testing, and/or any other requirement, and shall address the need to promote ethical practice, an appropriate standard of care, patient safety, the use of new pharmaceuticals, and appropriate communication with patients, and (ii) requirements for periodic site visits by physicians who supervise and direct nurse practitioners who provide services at a location other than where the physician regularly practices.

D. This section shall not limit the functions and procedures of certified registered nurse anesthetists or of any nurse practitioners which are otherwise authorized by law or regulation.

E. The following restrictions shall apply to any nurse practitioner authorized to prescribe drugs and devices pursuant to this section:

1. The nurse practitioner shall disclose to his patients the name, address and telephone number of the supervising physician, and that he is a licensed nurse practitioner.

2. Physicians, other than physicians employed by, or under contract with, local health departments, federally funded comprehensive primary care clinics, or nonprofit health care clinics or programs to provide supervisory services, shall not supervise and direct at any one time more than four nurse practitioners. In the case of nurse practitioners, other than certified nurse midwives, the supervising physician shall regularly practice in any location in which the nurse practitioner exercises prescriptive authority pursuant to this section. A separate office for the nurse practitioner shall not be established. In the case of certified nurse midwives, the supervising physician either shall regularly practice in the location in which the certified nurse midwife practices, or in the event that the certified nurse midwife has established a separate office, the supervising physician shall be required to make periodic site visits as required by regulations promulgated pursuant to this section.

3. Physicians employed by, or under contract with, local health departments, federally funded comprehensive primary care clinics, or nonprofit health care clinics or programs to provide supervisory services, shall not supervise and direct at any one time more than four nurse practitioners who provide services on behalf of such entities. Such physicians either shall regularly practice in such settings or shall make periodic site visits to such settings as required by regulations promulgated pursuant to this section.

F. This section shall not prohibit a licensed nurse practitioner from administering controlled substances in compliance with the definition of "administer" in § 54.1-3401 or from receiving and dispensing manufacturers' professional samples of controlled substances in compliance with the provisions of this section.

G. Notwithstanding any provision of law or regulation to the contrary, a nurse practitioner licensed by the Boards of Nursing and Medicine in the category of certified nurse midwife and holding a license for prescriptive authority may prescribe Schedules III through VI controlled substances without the requirement for either medical direction or supervision or a written agreement between the licensed nurse practitioner and a licensed physician while participating in a pilot program approved by the Board of Health pursuant to § 32.1-11.5.

2. That the Boards of Medicine and Nursing, the Departments of Health Professions and Medical Assistance Services, and the Division of Risk Management of the Department of the Treasury shall provide assistance to the Department of Health in establishing and evaluating pilot programs under this act.

APPENDIX B

Appendix B

Memorandum of Agreement Between
the Virginia Department of Health and
the Southern Dominion Health Systems, Inc.
to Support the Development of Pilot Birth Center Projects within
Northern Neck, Virginia

This Agreement is made the first day of July 2007, by and between the Virginia Department of Health, hereinafter referred to as **VDH,** whose offices are at 109 Governor Street, Richmond, Virginia 23219, and the Southern Dominion Health Systems, whose office is located at 1508 K-V Road, Victoria Virginia 23974 hereinafter referred to as **SDHS**.

VDH and SDHS both realize that key health indicators show that the many rural regions in Virginia are experiencing an increase in the number of fetal and infant deaths due in part to existing health disparities, long travel times to obtain obstetric care, and lack of insurance;

VDH and SDHS both understand that there are a significant number (estimated 24%) of women of childbearing age who are uninsured, underinsured or enrolled in Medicaid. Between 35 - 40 percent of Virginia's 100,000 births each year are paid for by the State through its Medicaid program;

VDH and SDHS both recognize that because of decreased access to obstetric care, women with no health insurance, are underinsured, or on Medicaid often delay entry into early prenatal care thus increasing the risk for poor maternal outcomes;

VDH and SDHS both believe that in order to address the existing need for prenatal, obstetric and pediatric care that alternative methods of providing care within the mother's community of residence must be developed and SDHS desires to serve as project manager during the development of this project,

NOW, THEREFORE, in consideration of their respective experiences, interests and contributions, VDH and SDHS hereby covenant to provide the following services:

ARTICLE I - SCOPE OF SERVICES

SDHS agrees to:

Select one highly qualified, advanced practice nurse to serve as the Birth Center Project Coordinator for the Emporia-Greensville area.

1. Summary of knowledge, skills and abilities needed to serve as the project coordinator are as follows:
   a. Strong interpersonal and human relations skills demonstrated through coordinating and networking with health care, business and like-minded community service providers.
   b. Knowledgeable on maternal/child health care needs of the under-served population.
   c. Demonstrated leadership in working with diverse groups and building alliances
   d. Experienced in obtaining external funding support such as grants, innovative funding sources, including capital development projects
   e. Ability to lead a multidisciplinary team to meet established goals.

2. The Project Coordinator agrees to fulfill the duties and responsibilities as delineated in the scope of services for the agreed upon rate of reimbursement specified in the conditions of employment. (Refer to Appendix A for Pilot Birth Center Project Coordinator Work Plan).

Provide office space, office equipment and office materials and supplies as required by the project coordinator to conduct administrative duties associated with fulfilling the terms of this agreement and as permitted by budget and facility resources availability.

Provide use of a conference room or other available space as necessary for convening the public and private task force members and advisors serving to develop a community based birth center.

Provide project management oversight to ensure that all components in the scope of service area satisfactorily completed within the given timeframes and quarterly reports are submitted as required. The deliverables for the project manager are as follows:

Notify VDH of any problems in fulfilling any of the terms of this Agreement so that solutions can be developed or alternative arrangements can be made.

Provide quarterly written updates, beginning in September 2007 with a final written report due by June 30, 2008.

VDH and SDHS agree to:

1. SDHS's Executive Director serving as the project manager.
2. Adhere to the established work plan and time schedule (Appendix A) for completion of the various components of the project.
3. Collaborate to maintain a summary of all activities funded to this agreement to aid in the evaluation of the efforts of this work funded by this agreement.

VDH agrees to:

Provide a primary contact for purposes of collaborating on the implementation of project tasks and priorities.

Provide additional technical assistance or advice that may be required for purpose of expediting the project.

Provide the funding for this project in an amount not to exceed $75,000 in the pilot area.

ARTICLE II - BUDGET

The SDHS's budget for providing services to VDH during the term of this Agreement is limited to $75,000.00 for the pilot area which includes:

Item	Amount
Project Coordinator Compensation	$68,100.00
Conferences, training & registration fees	$ 1,500.00
AABC membership fee	$ 400.00
Office supplies	$ 500.00
Marketing & Curriculum Materials	$ 4,500.00
Total:	$75,000.00

This budget only includes VDH's obligation to SDHS. It is understood that SDHS will contribute in-kind services to fulfill the obligations of this Agreement enumerated above.

ARTICLE III - TERM OF AGREEMENT

The services of the SDHS shall commence on July 1, 2007 and shall terminate at the close of business on June 30, 2008. Notwithstanding the foregoing provision, either party as provided in the section entitled "Termination" may terminate this Agreement.

ARTICLE IV – REPORTING

Interim reports itemizing expenditures according to the project within the Scope of Services will be submitted to VDH at three-month intervals of the contract. A final expenditure report will be submitted to VDH by June 30, 2008.

ARTICLE V - COMPENSATION

VDH shall reimburse the SDHS for actual expenditures made as a result of services performed under the terms of this Agreement based on the budget submitted by the SDHS and as approved by VDH. The SDHS shall bill VDH on a monthly basis by invoice with supporting documentation and citing the contract number assigned.

Invoices should be addressed to:

Joanne Wakeham, RN, Ph.D.
Virginia Department of Health
109 Governor Street, 13th floor
Richmond, Virginia 23219

ARTICLE VI - GENERAL PROVISIONS

Nothing in this Agreement shall be construed as authority for either party to make commitments, which will bind the other party beyond the Scope of Services, contained herein. Furthermore, the SDHS shall not assign, sublet, or

subcontract any work related to this Agreement or any interest he/she/it may have herein without the prior written consent of VDH. This Agreement is subject to appropriations by the Commonwealth and the Federal government.

ARTICLE VII - SPECIAL TERMS AND CONDITIONS

When providing the services specified under this agreement the SDHS shall not be deemed an "employee" or "agent" of the Virginia Department of Health. The SDHS shall act as an independent contractor and is responsible for obtaining and maintaining appropriate liability insurance, payment of all FICA, State and Federal taxes, and complying with other similar requirements, which are customary in the industry.

Funding available from this Agreement shall not be used for lobbying activities. Recipients of Federal funds are prohibited from using those funds for lobbying for or against legislation pending before the Federal Government or State legislatures.

The SDHS and any employee hired under this agreement shall adhere to the confidentiality provisions contained in Title 32.1 of the Code of Virginia.

The SDHS shall submit to VDH, for prior approval, all educational materials (i.e. videos, pamphlets) to be purchased or developed for which VDH's financial support is used.

SDHS agrees to obtain prior approval from VDH for any modifications to the budget greater than five percent in any category.

By signing this agreement SDHS certifies that it has and will maintain during the entire term of this agreement the following liability insurance provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission: General Liability - $500,000 combined single unit to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability

ARTICLE VIII - TERMINATION

This Agreement may be terminated prior to the expiration of the term on June 30, 2008 as follows:

A. By mutual agreement of the parties; or
B. By either party, with or without cause, upon 30 days written notice to the other; or
C. By VDH, by reason of material breach by SDHS. In such event, VDH shall have the right immediately to rescind, revoke or terminate this Agreement. In the alternative, VDH may give written notice to SDHS specifying the manner in which the Agreement has been breached. If a notice of breach is given and SDHS has not substantially corrected the breach within 30 days of receipt of the written notice, VDH shall have the right to terminate this Agreement.

In the event of termination, VDH shall pay the SDHS all monies due and owing as provided in the section "Compensation," such monies to be calculated on a pro rata basis for services rendered by the SDHS through the date of termination.

ARTICLE IX - RENEWAL

Non-renewing funding.

ARTICLE X - FINANCIAL RECORDS

The SDHS agrees to retain all financial books, records and other financial documents relative to this Agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is earlier. VDH its

authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

The SDHS shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) as applicable.

As a condition of receiving funds, the independent auditor shall have access to all records and financial statements as may be necessary under the circumstances; and, all personnel costs allocated to this Agreement must be substantiated by individual records of staff time and effort (T&E), in the form of signed certification by staff reflecting effort devoted to this Agreement. Certification must be signed by the employee's supervisor and maintained on file for audit purposes. All audits are to be conducted within one year of the close of the grant fiscal year end in accordance with the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions issued by the Comptroller General. The SDHS must also submit their audit report and corrective action plan, if applicable, to VDH within thirty days after the completion of the audit report. Failure to provide an audit report within the specified time period or failure to complete corrective actions will be considered a breach in the terms of the contract, and as such, may lead to termination of the grant or discontinuation of future funding until such time as an audit report is provided.

ARTICLE XI - PROPERTY ACQUISITION/MANAGEMENT*

The budget is not approved for the purchase of equipment.

ARTICLE XII - OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Agreement shall become the sole property of the Commonwealth.

SDHS hereby grants a royalty-free, non-transferable, non-exclusive license to VDH to make and/or use for its lawful non-commercial purposes any product which is covered by a patent resulting from work conducted under this Agreement, for the life of such patent. Should the Federal government have any interest in such a product by virtue of its providing to VDH or SDHS part or all of the funds involved in this Agreement, it shall receive such rights as are provided for by law or regulation. Both VDH and SDHS shall notify the other of the existence of such Federal government rights immediately upon receipt of disclosure of an invention.

ARTICLE XIII - NOTICES

Any notices required or permitted hereunder shall be sufficiently given if hand delivered or if sent by registered or certified mail, postage prepaid, addressed or delivered to SDHS's principle contact for program and/or to Deputy Commissioner for Community Health Services, Virginia Department of Health, 109 Governor Street, 13th floor, Richmond, Virginia 23219.

ARTICLE XIV - INTEGRATION AND MODIFICATION

This Agreement constitutes the entire understanding of the parties as to the matters contained herein. No alteration, amendment or modification of this Agreement shall be effective unless in writing and signed by the duly authorized officials of both VDH and the SDHS.

ARTICLE XV - ASSIGNMENT

The SDHS shall not assign, sublet, or subcontract any work related to this Agreement, or any interest it may have herein, without the prior written consent of VDH, and nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other beyond the terms of this Agreement.

ARTICLE XVI - SEVERABILITY

If any provision of the Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

The SDHS warrants that he/she/it has not employed or retained any person or persons for the purpose of soliciting or securing this Agreement. The SDHS further warrants that he/she/it has not paid or agreed to pay any other consideration, contingent upon the award of this Agreement. For breach of one or both of the foregoing warranties, VDH shall have the right to terminate this Agreement without liability, or in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XVII - CAPTIONS

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

ARTICLE XVIII - WAIVER

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

ARTICLE XIX - TESTING AND INSPECTION

VDH reserves the right to conduct any reasonable test and/or inspection of the SDHS's facilities it may deem advisable to assure services conform to the specifications.

ARTICLE XX - GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of the City of Richmond, John Marshall Courts Building, unless waived by VDH.

APPROVED BY:

Southern Dominion Health Systems	**Virginia Department of Health**
By: ________________________________	By: ________________________________
(Signature)	(Signature)
Michael Shields, Executive Director	Jeffrey Lake, Deputy Commissioner
Southern Dominion Health Systems	Virginia Department of Health
________________________________	________________________________
Date	Date

FIN Number: ________________________

Attachment: Appendix A

Appendix A
Southern Dominion Health Systems
OB Pilot Birth Center Project Coordinator (PC) Work Plan For
Virginia Department of Health July 2007-June 2008

Tasks+ & Subtasks±	Deliverable	Assigned	Jul Aug Sep		Oct Nov Dec		Jan Feb Mar		Apr May Jun	
Monitor Emporia-Greensville community assessments focused on maternal/child health indices of need.	• Summary of updated health care needs of under-served targeted population.	PC	*		*		*			
Maintain membership in the American Association of Birth Centers. Obtain AABC technical assistance in starting a birth center in E/G area utilizing the following documents as basis for implementing project: Accreditation Manual CQI Manual Policy and Procedure Manual	• Provide AABC registration number.	PC	*		*		*		*	

Tasks+ & Subtasks±	Deliverable	Assigned	Jul Aug Sep		Oct Nov Dec		Jan Feb Mar		Apr May Jun	
Collaborate with Southern Dominion Health Systems Board of Directors for the purposes of having a birthing center operational by July 2008		PC	*		*		*		*	
Submit a change of scope in service to add a new category of service, that being a birthing center,	• Copy of filed request to CMS (Centers for Medicare and Medicaid)		*							
Obtain community support to secure an appropriate service site for the operation of a birthing center,	• Copy of letter from HHS that service site meets requirements for receiving funds				*					
Establish By Laws governing the operations of the birthing center.	• Copy of Birthing Center By Laws				*					
Develop contracts or memoranda of agreement (MOA) specifying the referral and physician back-up agreements between and among all involved obstetric providers and health care facilities to include exchange of client related health care information,	• Copies of contracts and/or MOAs signed by all agents				*					
Establish budget guidelines based upon cost of service and anticipated revenue and pricing structure,	• Copy of approved budget						*			
	• Copy of eligibility document						*			
Implement a strategic marketing plan to generate community support and address prospective clients, physician groups, and other providers.	• Copy of strategic marketing plan		*							

Tasks+ & Subtasks±	Deliverable	Assigned	Jul Aug Sep		Oct Nov Dec		Jan Feb Mar		Apr May Jun	
Establish a Birthing Center Medical Advisory Board comprising two members of Southern Dominion Health Systems, community health care providers (physicians, nurse practitioners, hospital administrators, public health practitioners), & social service representatives.	• Roster of Birthing Center Medical Advisor Board members	PC	*		*		*		*	
Conduct regular business meetings to develop and review birth center policy and procedures to include:	• Copies of all meeting minutes.		*		*		*		*	
1). Community specific uniform prenatal risk assessment tool	• Approved tool				*		*			
2). Certified nurse midwife clinical protocol	• Dated and signed practice protocols by collaborating physician and CNM									
3). Emergency protocol for handling complicated deliveries to include the respective commitment each entity makes (refer to HB 2656)	• Emergency Protocols dated and signed by community physicians, hospital agents and the regional perinatal center						*			

Tasks+ & Subtasks±	Deliverable	Assigned	Jul Aug Sep		Oct Nov Dec		Jan Feb Mar		Apr May Jun	
Collaborate with state agencies to develop Medicaid reimbursement rates for birthing center care	• Facility fee and global provider fee established	PC					*			
Review and revise evaluation tool based upon the AABC Uniform Data Set to include all requirements stipulated in HB2656.	• Computerized spreadsheet of indices to track perinatal outcomes and outputs.	PC					*			
Continue to identify grant opportunities in support of birthing center activities.	• Listing of funding sources, and applications submitted	PC	*		*		*		*	
Ensure all birth center providers are deemed eligible for coverage and add individual providers as needed.	• Documentation verifying that all providers have requisite liability coverage prior to center opening is required.	PC PC					*			
Ensure that all components in the scope of service area satisfactorily completed within the given timeframes and quarterly reports are submitted as required.	• Required reports submitted on time.	PC	*		*		*		*	

Tasks+ & Subtasks±	Deliverable	Assigned	Jul Aug Sep		Oct Nov Dec		Jan Feb Mar		Apr May Jun	
Collaborate with VDH to maintain a summary of all activities to aid in the evaluation of work funded by this agreement		PC	*		*		*		*	

APPENDIX C

Appendix C

Memorandum of Agreement Between
the Virginia Department of Health and
the Rappahannock Area Health Education Center, Inc.
to Support the Development of a Pilot Birth Center Project within
Northern Neck, Virginia

This Agreement is made the first day of July 2007, by and between the Virginia Department of Health, hereinafter referred to as **VDH,** whose offices are at 109 Governor Street, Richmond, Virginia 23219, and the Rappahannock Area Health Education Center, whose office is located at 5559 Richmond Road, Chesapeake Building, Suite C, Warsaw, Virginia 22572 hereinafter referred to as **RAHEC**.

VDH and RAHEC both realize that key health indicators show that the many rural regions in Virginia are experiencing an increase in the number of fetal and infant deaths due in part to existing health disparities, long travel times to obtain obstetric care, and lack of insurance;

VDH and RAHEC both understand that there are a significant number (estimated 24%) of women of childbearing age who are uninsured, underinsured or enrolled in Medicaid. Between 35 - 40 percent of Virginia's 100,000 births each year are paid for by the State through its Medicaid program;

VDH and RAHEC both recognize that because of decreased access to obstetric care, women with no health insurance, are underinsured, or on Medicaid often delay entry into early prenatal care thus increasing the risk for poor maternal outcomes;

VDH and RAHEC both believe that in order to address the existing need for prenatal, obstetric and pediatric care that alternative methods of providing care within the mother's community of residence must be developed and RAHEC desires to serve as project manager during the development of this project,

NOW, THEREFORE, in consideration of their respective experiences, interests and contributions, VDH and RAHEC hereby covenant to provide the following services:

ARTICLE I - SCOPE OF SERVICES

RAHEC agrees to:

Select one highly qualified, advanced practice nurse to serve as the Birth Center Project Coordinator for the Northern Neck area.

2. Summary of knowledge, skills and abilities needed to serve as the project coordinator are as follows:
    f. Strong interpersonal and human relations skills demonstrated through coordinating and networking with health care, business and like-minded community service providers.
    g. Knowledgeable on maternal/child health care needs of the under-served population.
    h. Demonstrated leadership in working with diverse groups and building alliances
    i. Experienced in obtaining external funding support such as grants, innovative funding sources, including capital development projects
    j. Ability to lead a multidisciplinary team to meet established goals.

2. The Project Coordinator agrees to fulfill the duties and responsibilities as delineated in the scope of services for the agreed upon rate of reimbursement specified in the conditions of employment. (Refer to Appendix A for Pilot Birth Center Project Coordinator Work Plan).

Provide office space, office equipment and office materials and supplies as required by the project coordinator to conduct administrative duties associated with fulfilling the terms of this agreement and as permitted by budget and facility resources availability.

Provide use of a conference room or other available space as necessary for convening the public and private task force members and advisors serving to develop a community based birth center.

Provide project management oversight to ensure that all components in the scope of service area satisfactorily completed within the given timeframes and quarterly reports are submitted as required. The deliverables for the project manager are as follows:

Notify VDH of any problems in fulfilling any of the terms of this Agreement so that solutions can be developed or alternative arrangements can be made.

Provide quarterly written updates, beginning in September 2007 with a final written report due by June 30, 2008.

VDH and RAHEC agree to:

1. RAHEC's Executive Director serving as the project manager.
2. Adhere to the established work plan and time schedule (Appendix A) for completion of the various components of the project.
3. Collaborate to maintain a summary of all activities funded to this agreement to aid in the evaluation of the efforts of this work funded by this agreement.

VDH agrees to:

Provide a primary contact for purposes of collaborating on the implementation of project tasks and priorities.

Provide additional technical assistance or advice that may be required for purpose of expediting the project.

Provide the funding for this project in an amount not to exceed $75,000 in the pilot area.

ARTICLE II - BUDGET

The RAHEC's budget for providing services to VDH during the term of this Agreement is limited to $75,000.00 for the pilot area which includes:

Item	Amount
Project Coordinator Compensation	$68,100.00
Conferences, training & registration fees	$ 1,500.00
AABC membership fee	$ 400.00
Office supplies	$ 500.00
Marketing & Curriculum Materials	$ 4,500.00
Total:	$75,000.00

This budget only includes VDH's obligation to RAHEC. It is understood that RAHEC will contribute in-kind services to fulfill the obligations of this Agreement enumerated above.

ARTICLE III - TERM OF AGREEMENT

The services of the RAHEC shall commence on July 1, 2007 and shall terminate at the close of business on June 30, 2008. Notwithstanding the foregoing provision, either party as provided in the section entitled "Termination" may terminate this Agreement.

ARTICLE IV – REPORTING

Interim reports itemizing expenditures according to the project within the Scope of Services will be submitted to VDH at three-month intervals of the contract. A final expenditure report will be submitted to VDH by June 30, 2008.

ARTICLE V - COMPENSATION

VDH shall reimburse the RAHEC for actual expenditures made as a result of services performed under the terms of this Agreement based on the budget submitted by the RAHEC and as approved by VDH. The RAHEC shall bill VDH on a monthly basis by invoice with supporting documentation and citing the contract number assigned.

Invoices should be addressed to:

Joanne Wakeham, RN, Ph.D.
Virginia Department of Health
109 Governor Street, 13th floor
Richmond, Virginia 23219

ARTICLE VI - GENERAL PROVISIONS

Nothing in this Agreement shall be construed as authority for either party to make commitments, which will bind the other party beyond the Scope of Services, contained herein. Furthermore, the RAHEC shall not assign, sublet, or subcontract any work related to this Agreement or any interest he/she/it may have herein without the prior written consent of VDH. This Agreement is subject to appropriations by the Commonwealth and the Federal government.

ARTICLE VII - SPECIAL TERMS AND CONDITIONS

When providing the services specified under this agreement the RAHEC shall not be deemed an "employee" or "agent" of the Virginia Department of Health. The RAHEC shall act as an independent contractor and is responsible for obtaining and maintaining appropriate liability insurance, payment of all FICA, State and Federal taxes, and complying with other similar requirements, which are customary in the industry.

Funding available from this Agreement shall not be used for lobbying activities. Recipients of Federal funds are prohibited from using those funds for lobbying for or against legislation pending before the Federal Government or State legislatures.

The RAHEC and any employee hired under this agreement shall adhere to the confidentiality provisions contained in Title 32.1 of the Code of Virginia.

The RAHEC shall submit to VDH, for prior approval, all educational materials (i.e. videos, pamphlets) to be purchased or developed for which VDH's financial support is used.

RAHEC agrees to obtain prior approval from VDH for any modifications to the budget greater than five percent in any category.

By signing this agreement RAHEC certifies that it has and will maintain during the entire term of this agreement the following liability insurance provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission: General Liability - $500,000 combined single unit to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability

ARTICLE VIII - TERMINATION

This Agreement may be terminated prior to the expiration of the term on June 30, 2008 as follows:

A. By mutual agreement of the parties; or
B. By either party, with or without cause, upon 30 days written notice to the other; or
C. By VDH, by reason of material breach by RAHEC. In such event, VDH shall have the right immediately to rescind, revoke or terminate this Agreement. In the alternative, VDH may give written notice to RAHEC specifying the manner in which the Agreement has been breached. If a notice of breach is given and RAHEC has not substantially corrected the breach within 30 days of receipt of the written notice, VDH shall have the right to terminate this Agreement.

In the event of termination, VDH shall pay the RAHEC all monies due and owing as provided in the section "Compensation," such monies to be calculated on a pro rata basis for services rendered by the RAHEC through the date of termination.

ARTICLE IX - RENEWAL

Non-renewing funding.

ARTICLE X - FINANCIAL RECORDS

The RAHEC agrees to retain all financial books, records and other financial documents relative to this Agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is earlier. VDH its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

The RAHEC shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) as applicable.

As a condition of receiving funds, the independent auditor shall have access to all records and financial statements as may be necessary under the circumstances; and, all personnel costs allocated to this Agreement must be substantiated by individual records of staff time and effort (T&E), in the form of signed certification by staff reflecting effort devoted to this Agreement. Certification must be signed by the employee's supervisor and maintained on file for audit purposes. All audits are to be conducted within one year of the close of the grant fiscal year end in accordance with the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions issued by the Comptroller General. The RAHEC must also submit their audit report and corrective action plan, if applicable, to VDH within thirty days after the completion of the audit report. Failure to provide an audit report within the specified time period or failure to complete corrective actions will be considered a breach in the terms of the contract, and as such, may lead to termination of the grant or discontinuation of future funding until such time as an audit report is provided.

ARTICLE XI - PROPERTY ACQUISITION/MANAGEMENT*

The budget is not approved for the purchase of equipment.

ARTICLE XII - OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Agreement shall become the sole property of the Commonwealth.

RAHEC hereby grants a royalty-free, non-transferable, non-exclusive license to VDH to make and/or use for its lawful non-commercial purposes any product which is covered by a patent resulting from work conducted under this Agreement, for the life of such patent. Should the Federal government have any interest in such a product by virtue of its providing to VDH or RAHEC part or all of the funds involved in this Agreement, it shall receive such rights as are provided for by law or regulation. Both VDH and RAHEC shall notify the other of the existence of such Federal government rights immediately upon receipt of disclosure of an invention.

ARTICLE XIII - NOTICES

Any notices required or permitted hereunder shall be sufficiently given if hand delivered or if sent by registered or certified mail, postage prepaid, addressed or delivered to RAHEC's principle contact for program and/or to Deputy Commissioner for Community Health Services, Virginia Department of Health, 109 Governor Street, 13th floor, Richmond, Virginia 23219.

ARTICLE XIV - INTEGRATION AND MODIFICATION

This Agreement constitutes the entire understanding of the parties as to the matters contained herein. No alteration, amendment or modification of this Agreement shall be effective unless in writing and signed by the duly authorized officials of both VDH and the RAHEC.

ARTICLE XV - ASSIGNMENT

The RAHEC shall not assign, sublet, or subcontract any work related to this Agreement, or any interest it may have herein, without the prior written consent of VDH, and nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other beyond the terms of this Agreement.

ARTICLE XVI - SEVERABILITY

If any provision of the Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

The RAHEC warrants that he/she/it has not employed or retained any person or persons for the purpose of soliciting or securing this Agreement. The RAHEC further warrants that he/she/it has not paid or agreed to pay any other consideration, contingent upon the award of this Agreement. For breach of one or both of the foregoing warranties,

VDH shall have the right to terminate this Agreement without liability, or in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XVII - CAPTIONS

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

ARTICLE XVIII - WAIVER

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

ARTICLE XIX - TESTING AND INSPECTION

VDH reserves the right to conduct any reasonable test and/or inspection of the RAHEC's facilities it may deem advisable to assure services conform to the specifications.

ARTICLE XX - GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of the City of Richmond, John Marshall Courts Building, unless waived by VDH.

APPROVED BY:

Rappahannock Area Health Education Center	**Virginia Department of Health**
By: ____________________________________ (Signature)	By: ________________________________ (Signature)
Jane Wills, Executive Director	Jeffrey Lake, Deputy Commissioner
Rappahannock Area Health Education Center	Virginia Department of Health
____________________________________ Date	____________________________________ Date

FIN Number: __________________________

Attachment: Appendix A

Appendix A
Rappahannock Area Health Education Center
OB Pilot Birth Center Project Coordinator (PC) Work Plan For
Virginia Department of Health July 2007 - June 2008

Tasks+ & Subtasks±	Deliverable	Assigned	Jul Aug Sep		Oct Nov Dec		Jan Feb Mar		Apr May Jun	
Monitor the Northern Neck community assessments focused on maternal/child health indices of need	• Summary of updated health care needs of under-served targeted population.	PC	*							
Maintain membership in the American Association of Birth Centers Obtain AABC technical assistance in starting a birth center in the Northern Neck area utilizing the following documents as basis for implementing project: Accreditation Manual CQI Manual Policy and Procedure Manual	• Provide AABC registration number	PC	*		*		*		*	
Partner with existing community health providers to enhance access to obstetric and pediatric health care services	• List of community partners & services	PC	*		*		*		*	
Secure facility/site in the Northern Neck area for the operation of birthing center Establish capital building project workgroup to assist with fundraising, to include securing external financial support	• Site secured via contractual arrangement • Documented fundraising efforts • List of external funds received	PC	 *		 *		* *		 *	

Tasks+ & Subtasks±	Deliverable	Assigned	Jul Aug Sep		Oct Nov Dec		Jan Feb Mar		Apr May Jun	
Continue process of obtaining 501 (c) (3) designation to form a non-profit birthing center	• Copy of application and contacts with IRS to obtain tax exempt status	PC	*							
Establish a birthing center board of directors	• BOD membership list		*							
Conduct meetings with the birthing center board to:	• Copies of meeting minutes		*		*		*		*	
Create corporate by laws governing the operation of the birth center	• Copy of corporate by laws				*					
Develop contracts or memoranda of agreement (MOA) specifying the referral and physician back-up agreements between and among all involved obstetric providers and health care facilities to include exchange of client related health care information,	• Copies of contracts and/or MOAs signed by all agents						*			
Establish budget guidelines based upon cost of service and anticipated revenue and pricing structure,	• Copy of approved budget						*			
	• Copy of eligibility document		*		*		*		*	
Implement a strategic marketing plan to generate broad community support and address prospective clients, physician groups, and other providers	• Copy of strategic marketing plan									

Tasks+ & Subtasks±	Deliverable	Assigned	Jul Aug Sep		Oct Nov Dec		Jan Feb Mar		Apr May Jun	
Establish a Birthing Center Medical Advisory Board comprising two members of Rappahannock Area Health Education Center, community health care providers (physicians, nurse practitioners, hospital administrators, public health practitioners), & social service representatives	• Roster of Birthing Center Medical Advisory Board members	PC	*							
Conduct regular business meetings to develop and review birth center policy and procedures to include:	• Copies of all meeting minutes.		*		*		*		*	
1). Community specific uniform prenatal risk assessment tool	• Approved tool				*		*			
2). Certified nurse midwife clinical protocol	• Dated and signed practice protocols by collaborating physician and CNM									
3). Emergency protocol for handling complicated deliveries to include the respective commitment each entity makes (refer to HB 2656)	• Emergency Protocols dated and signed by community physicians, hospital agents and the regional perinatal center						*			

Tasks+ & Subtasks±	Deliverable	Assigned	Jul Aug Sep		Oct Nov Dec		Jan Feb Mar		Apr May Jun	
Collaborate with state agencies to develop Medicaid reimbursement rates for birthing center care	• Facility fee and global provider fee established	PC					*			
Review and revise the evaluation tool based upon the AABC Uniform Data Set to include all requirements stipulated in HB2656	• Computerized spreadsheet of indices to track perinatal outcomes and outputs.	PC			*					
Engage in ongoing review of grant opportunities for start-up costs of birthing center	• Listing of funding sources, and applications submitted	PC	*		*		*		*	
Identify coverage options for providers Identify professional liability insurance requirements and rates for nurse practitioners, and physicians Identify liability insurance requirements and rates for ancillary staff, consulting staff and facility	• Copies of certificate of insurance for each provider and birth center	PC PC					*			

Tasks+ & Subtasks±	Deliverable	Assigned	Jul Aug Sep		Oct Nov Dec		Jan Feb Mar		Apr May Jun	
Ensure that all components in the scope of service area are satisfactorily completed within the given timeframes and quarterly reports are submitted as required	• Required reports submitted on time.	PC	*		*		*		*	
Collaborate with VDH to maintain a summary of all activities to aid in the evaluation of work funded by this agreement		PC	*		*		*		*	

APPENDIX D

Appendix D

Emporia-Greensville OB/Birthing Center Task Force
(updated July 2007)

Jessica Jordan, CNM, Project Coordinator
804-677-5442 – jordancnm@gmail.com

Thelma Atkins-Burt, Nursing instructor, Southside Virginia Community College
634-9550 (h) – Thelma.Atkins-Burt@sv.vccs.edu

Becky China, Jackson-Feild Homes for Girls
634-3217 (o), 804-731-8115 (c) – bchina@jacksonfeild.org

Jack Davenport, Emporia-Greensville Industrial Development Corporation
634-9400 (o) – egidc@telpage.net

Dr. A. Flowers, Chief of Staff, Southern Virginia Regional Medical Center
634-1331 (o)

Dr. Delores Flowers, OB/GYN physician
Charlotte Bell, Office Manager for Dr. Flowers
336-1303 (w), 336-9684 (fax)

Fraun Hardy, RNC, FNP, OGNP and Brunswick County resident
434-392-4614 (o), 434-390-8566 (c) – fraun@homeaid-hhs.com

Woody Harris, Emporia City Council
348-3645 (o) – harrisfw@djj.state.va.us

LaVelle Hill, Emporia-Greensville Coalition for Delaying Parenthood in Youth
336-1501 (o), 634-3714 (h) – lavelleh@peoplepc.com

Sharon Jadrnak, Emporia local citizen
348-7737 (h), 594-4899 (w) – smjkrk@telpage.net

Jewel King, Resource Mothers Coordinator, Greensville-Emporia Health Department. 348-4235, x-226 (o), 336-0095 (h) Jewel.King@vdh.virginia.gov

Dr. Margaret Lee, Greensville County Board of Supervisors
634-5606 (h) - leecrescent@adelphia.net

Edith B. Mangrum , Nursing instructor, Southside Virginia Community College
949-1031 (o), 535-0600 (h) – edith.mangrum@sv.vcc.edu

Dr. Fitzgerald Marcelin, Pediatric physician
Deborah Layton, Office Manager for Dr. Marcelin
336-9811 (o) – marcelinmed@verizon.net

Nancy Mitchell, Emporia-Greensville Coalition for Delaying Parenthood in Youth
634-3781 (h) – (no e-mail, 1608 Satterfield Drive, Emporia, VA, 23847)

Rev. George Pugh, Emporia local citizen
634-4455 (h) - revgwpugh@telpage.net

Lisa Rae – Nurse, Emporia-Greensville Health Department
348-4235, x-228 (o) – lisa.rae@vdh.virginia.gov

Linda Richardson, Greensville County local citizen
634-6299 (w), 634-3758 (h) - shadesofsilk@aol.com

Southern Dominion Health Systems:
Sam Bush, Greensville-Emporia Social Services (board member)
634-6576 (o) - seb081@central.dss.state.va.us

Dr. Angela Wilson, Greensville County Public Schools (board member)
634-3748 (o) - awilson@gcps1.com

Crater Health District:
Dr. Kay Rankin, Director
434-392-3984, ext. 131 (o) Kay.Rankin@vdh.virginia.gov

Southside Health District:
Dr. Charles Devine, Director
434-917-1788 (c)- Charles.Devine@vdh.virginia.gov

APPENDIX E

Appendix E

Emporia-Greensville OB Pilot Project Marketing Plan

The plan has two phases:

1. Educational phase in the community to promote community involvement and fundraising, form alliances with public agencies, and garner medical community support
2. General education and marketing to the target population of child-bearing women, including women of color and the uninsured.

Because of this, the entire first year is concentrated in educating the public about the birth center concept, and the need in the community. Later in this year, we will conduct focus groups to direct our marketing efforts toward the clients that will be using the Center.

List of Presentations:

Healthy Woman Kick-off Dinner 11/14/06
Southern Dominion Board of Directors 11/20/06
Emporia City Council, 01/16/07
Greensville County Board of Supervisors, 02/05/07
Town Meeting, 03/01/07
Brunswick County Board of Supervisors, 03/08/07
Central Virginia Regional Perinatal Council, 03/22/07
Main Street United Methodist Men's Group, 03/27/07
Crater District Health Department Advisory Board, 03/28/07
Coalition to delay Parenthood, 04/16/07
Emporia Medical Center, 04/18/07
Chamber of Commerce, 04/19/07
Board of Supervisors, Sussex, 04/19/07
Scheduled:
Rotary Club, 05/15/07
Main Street Baptist, 05/20/07
OB/GYN Physicians, Franklin, 05/29/07
Healthy Woman Seminar, SVRMC, 6/21/07
Main Street Baptist, Young at Heart, 07/09/07
Riparian Woman's Club, 11/01/07

APPENDIX F

Appendix F

The Family Maternity Center of the Northern Neck, Inc.
Board of Directors

Member	Profile
Shirley Dodson-McAdoo – President 372 Fleets Lane White Stone, VA 435-3504(h) 761-7376© 804-435-0517 (fax) shirleymcadoo@hotmail.com	Project coordinator BC pilot project Lancaster County resident-12 years RGH Foundation-past member NN Medical Assoc. Alliance NN Medical Society NN Medical Scholarship Fund
Dr. James Hamilton – Vice President P.O. Box 1923 Kilmarnock, VA 22482 435-0023 (o) 435-9654 (h) 436-2197 © Hamilton@crosslink.net	OB/GYN Practice - 25 years NN Medical Society YMCA Irvington Baptist Church Deacon Lancaster County resident-25 years
Kristie Duryea – Secretary 272 Cobbs Hall Lane Kilmarnock, VA 22482 435-1404 (h) 436-2362 © kristieduryea@myarbonne.com	L&D, Maternity, ED RN-12 years Chesapeake Academy Board YMCA Northumberland Co. resident-12yrs Kilmarnock Baptist Church
Cindy Clarke-Treasurer 120 Old Point Rd White Stone, VA 22578 435-1330 (h) 436-6227 © firstwife@kaballero.com	Lancaster Primary School-PTA Family owned business Lancaster Co. Native-40yrs Tidewater Foundation Grace Episcopal Church Mother
Joseph Curry P. O. Box 737 Kilmarnock, VA 22482 www.kilmarnock.com	Past board member NN Free Health Clinic, YMCA, Red Cross Current Board Member Interfaith
Dr. Barbara Kahler 156 Bayberry Dr Lancaster, VA 22503 435-1152 (o) 435-0657 (h)	Pediatrician Practice-22years Kilmarnock Methodist Church FIMIR-President VA-EMSC VA Academy of Pediatrics

Leslie Yost Schomer
196 Landing Drive
Lancaster, VA 22503
462-0695 (h)
436-4577 ©
schomer5@yahoo.com

L&D, Maternity RN
Lancaster Primary School
YMCA
Marketing & Fundraising experience

Kristen Brown
804-758-1836 H#
804-832-3321 C#
kristenbrown@cablefirst.net

Neonatal Intensive Care RN-11yrs
Middlesex Co. resident
Mother
CAPAA-secretary

Dr. Curtis Smith
100 Hatton
Kilmarnock, VA
804-435-8000 (w) 804-436-6006©
chsrx@yahoo.com

Mayor Town of Kilmarnock
Director of Pharmacy-RGH-25 years
YMCA
Kilmarnock Baptist Church

Jane Wills
RAHEC
5559 Richmond Road
Chesapeake Building, Suite C
P.O. Box 218
Warsaw, VA 22572
804-333-3733
janewills@rahec.org

Executive Director
Rescue Squad
Essex County Resident
Virginia Tech Alumni

09/07 revised

APPENDIX G

Appendix G

Marketing Plan
Birthing Center Pilot Plan
AKA: The Family Maternity Center of Northern Neck, Inc.

Designated Spokesperson: Shirley Dodson-McAdoo, RN, MS, ANP
Committee: Medical Director, Dr. James Hamilton, Kristi Duryea, RN, Dr. Irungu, Dr. Juliana Fehr, Jessica Jordan, RN, CNM

Announcement/Articles in Newspapers	10/06	11/06	12/06	1/07	2/07	3/07	4/07
Announcements on Radio				X			
Logo –professional image	X						
Business cards and stationary	X						
Posters/Public Forum				X			
Public Speaking/Community Outreach and Education	X	X	X	X	X		
Preparation and presentation of script; QOC;		X		X			
Board of Directors, selection and training	X	X					
Birthing Center Location							
Birthing Center Property							
Architectural Plan Development							

APPENDIX H

Appendix H

Women's Health and Birthing Center Logo