

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER
THE SECURITIES ACT OF 1933

PEDIATRIX MEDICAL GROUP, INC.
(Exact name of registrant as specified in its charter)

FLORIDA (State or other jurisdiction of incorporation or organization) 65-0271219 (I.R.S. employer identification no.)

1301 CONCORD TERRACE
SUNRISE, FLORIDA 33323-2825
(Address of principal executive offices, including zip code)

PEDIATRIX MEDICAL GROUP
1996 NON-QUALIFIED EMPLOYEE STOCK PURCHASE PLAN
(Full Title of Plan)

BRIAN T. GILLON
EXECUTIVE VICE PRESIDENT, CORPORATE
DEVELOPMENT, GENERAL COUNSEL AND SECRETARY
PEDIATRIX MEDICAL GROUP, INC.
1301 CONCORD TERRACE, SUNRISE, FLORIDA 33323-2825
(Name and address of agent for service)

(954) 384-0175
(Telephone number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE (1)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE (1)	AMOUNT OF REGISTRATION FEE
Common Stock, par value \$.01 per share (2)	250,000 shares(3)	\$36.62	\$9,155,000	\$842.26(4)

- (1) Estimated solely for the purpose of calculating the registration fee and computed in accordance with Rules 457(c) and 457(h) under the Securities Act of 1933, as amended, on the basis of the average of the high and low sale prices reported for shares of Common Stock on the New York Stock Exchange on November 12, 2002.
- (2) This Registration Statement also covers rights to purchase the registrant's Series A Junior Participating Preferred Stock that presently are attached to and trade with the Common Stock. Any value attributable to such rights is reflected in the market price of the Common Stock.
- (3) This Registration Statement is being filed pursuant to General Instruction E to Form S-8 to register additional shares issuable under the employee benefit plan described herein, which shares were previously registered under the registrant's Registration Statement on Form S-8 (No. 333-07061) (the "Prior Registration Statement") and have been transferred from the registrant's 1996 Qualified Employee Stock Purchase Plan to the employee benefit plan described herein .
- (4) The registration fee payable hereunder is offset in full by aggregate fees of \$4,289 previously paid in connection with the registration of 250,000 shares of Common Stock under the Prior Registration Statement.

EXPLANATORY NOTE

At the registrant's annual meeting of shareholders held on May 14, 2002, the registrant's shareholders approved amendments to the registrant's 1996 Qualified Employee Stock Purchase Plan and the registrant's 1996 Non-Qualified Employee Stock Purchase Plan transferring 250,000 shares issuable under the 1996 Qualified Employee Stock Purchase Plan to the 1996 Non-Qualified Employee Stock Purchase Plan, increasing the maximum number of shares issuable under the 1996 Non-Qualified Employee Stock Purchase Plan from 500,000 shares to 750,000 shares, which includes 250,000 shares previously registered under Registration Statement on Form S-8 (No. 333-07061) and 500,000 shares registered under Registration Statement on Form S-8 (No. 333-07059). This registration statement registers the additional 250,000 shares now issuable under the 1996 Non-Qualified Employee Stock Purchase Plan, as amended and restated (the "Additional Shares"). Additionally, this registration statement amends and restates the information contained in the registrant's Registration Statement on Form S-8 (No. 333-07059) in respect of the employee benefit plan described herein and includes as an exhibit filed herewith, the 1996 Non-Qualified Stock Purchase Plan, as amended and restated.

PART I

INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

ITEM 1. PLAN INFORMATION.*

ITEM 2. REGISTRANT INFORMATION AND EMPLOYEE PLAN ANNUAL INFORMATION.*

* Information required by Part I to be contained in the Section 10(a) prospectus is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act of 1933, as amended, and the Note to Part I of Form S-8.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents filed by the registrant with the Securities and Exchange Commission (the "Commission") are hereby incorporated by reference in this Registration Statement and shall be deemed to be a part hereof:

(a) The registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2001.

(b) The registrant's Quarterly Report on Form 10-Q for the fiscal period ended March 31, 2002.

(c) The registrant's Quarterly Report on Form 10-Q for the fiscal period ended June 30, 2002.

(d) The registrant's Quarterly Report on Form 10-Q for the fiscal period ended September 30, 2002.

(e) The description of the registrant's common stock contained in the Registration Statement on Form 8-A filed by the registrant with the Commission on September 14, 1995, including any amendment or report filed for the purpose of updating such description.

(f) The description of the rights to purchase the registrant's Series A Junior Participating Preferred Stock contained in the Registration Statement on Form 8-A filed by the registrant with the Commission on April 6, 1999, including any amendment or report filed for the purpose of updating such description.

In addition, all documents subsequently filed by the registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, are deemed to be incorporated by reference in this Registration Statement and to be part hereof from the respective dates of filing of such documents (such documents, and the documents described in paragraphs (a) through (c) above, being hereinafter referred to as "Incorporated Documents").

Any statement contained in an Incorporated Document shall be deemed to be modified or superseded for the purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed Incorporated Documents modifies or supersedes such first statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Gregg S. Bloom rendered the opinion (attached as Exhibit 5.1 hereto) as to the legality of the Additional Shares registered under this Registration Statement. Mr. Bloom is an employee of the registrant and has been, and from time to time may be, granted options to purchase shares of common stock of the registrant during the course of his employment with the registrant. Mr. Bloom owns no shares of common stock of the registrant.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Florida Business Corporation Act permits a corporation to indemnify the following persons (using a case-by-case determination) against liabilities arising in the following circumstances:

(i) any person who was or is party to any proceeding by reason of his or her service as a director, officer, employee or agent of the corporation; or

(ii) any person serving in such capacity, at the request of the corporation, for another corporation or business entity.

To be indemnified, a person seeking indemnification must have acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation. With respect to any criminal action or proceeding, such person must have had no reasonable cause to believe his or her conduct was unlawful. Under Florida law the corporation can indemnify such a person who is a party to any proceeding by or in the right of the corporation against expenses and amounts paid in settlement which were actually and reasonably incurred in connection with the defense or settlement of the proceeding. Such indemnification may not exceed the board of directors' estimated expense of litigating the matter to a conclusion. No indemnification shall be made in respect of any issue as to which such person shall have been adjudged to be liable unless, and only to the extent that, a court shall determine, in view of all circumstances, that such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Under the Florida Business Corporation Act, indemnification for expenses actually and reasonably incurred in the defense of any proceeding is mandatory to the extent that a director, officer, employee or agent is

successful in such defense. Florida law also allows a corporation to provide any other or further indemnification or advancement of expenses to its directors, officers, employees or agents; however such indemnification or advancement of expenses may not extend to situations where a final adjudication establishes that such person's actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(i) a criminal violation, unless such person had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

(ii) a transaction from which such person derived an improper personal benefit;

(iii) in the case of a director, a circumstance under which the director would be liable for authorizing an improper distribution; or

(iv) willful misconduct or conscious disregard for the best interests of the corporation in a proceeding by or in the right of the corporation to procure a judgment in its favor, or in a proceeding by or in the right of a shareholder.

The amended and restated articles of incorporation of the registrant provide that the registrant shall indemnify and may advance expenses to its officers and directors to the fullest extent permitted by the current law. The registrant has secured insurance covering the registrant and its directors and officers and those of its principal subsidiaries and affiliate companies against certain liabilities.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

See Exhibit Index.

ITEM 9. UNDERTAKINGS.

(a) The registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement to include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change of such information in this Registration Statement.
- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;

- (b) The registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement on Form S-8 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Sunrise, State of Florida on November 14, 2002.

Pediatric Medical Group, Inc.

By: /s/ Karl B. Wagner

Name: Karl B. Wagner
Title: Chief Financial Officer

POWERS OF ATTORNEY

Each person whose signature to this Registration Statement appears below hereby appoints Roger J. Medel, M.D., Kristen Bratberg and Karl B. Wagner, and each of them, as his or her attorneys-in-fact, with full power of substitution and resubstitution, to execute in the name and on behalf of such person, individually and in the capacity stated below, and to file, all amendments to this Registration Statement, which amendments may make such changes in and additions to this Registration Statement as such attorneys-in-fact may deem necessary or appropriate.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

SIGNATURE -----	TITLE -----	DATE -----
/s/ Roger J. Medel, M.D. ----- Roger J. Medel, M.D.	Chairman of the Board, Chief Executive Officer and Director	November 14, 2002
/s/ Karl B. Wagner ----- Karl B. Wagner	Chief Financial Officer	November 14, 2002
/s/ Kristen Bratberg ----- Kristen Bratberg	President and Director	November 14, 2002
/s/ Cesar L. Alvarez ----- Cesar L. Alvarez	Director	November 14, 2002
----- Waldemar A. Carlo, M.D.	Director	November , 2002
----- John K. Carlyle	Director	November , 2002
/s/ M. Douglas Cunningham, M.D. ----- M. Douglas Cunningham, M.D.	Director	November 14, 2002
----- Michael B. Fernandez	Director	November , 2002
/s/ Roger K. Freeman, M.D. ----- Roger K. Freeman, M.D.	Director	November 14, 2002
/s/ Ian M. Ratner, M.D. ----- Ian M. Ratner, M.D.	Director	November 14, 2002

EXHIBIT INDEX

EXHIBIT NO.	DOCUMENT DESCRIPTION
4.1	Amended and Restated Articles of Incorporation of the registrant (incorporated by reference to Exhibit 3.1 to the registrant's Registration Statement on Form S-1 (Registration No. 33-95086)).
4.2	Amended and Restated Bylaws of the registrant (incorporated by reference to Exhibit 3.2 to the registrant's Quarterly Report on Form 10-Q for the period ended June 30, 2000).
4.3	Articles of Designations of Series A Junior Participating Preferred Stock (incorporated by reference to Exhibit 3.1 to the registrant's Current Report on Form 8-K dated March 31, 1999).
4.4	Rights Agreement dated as of March 31, 1999, between the registrant and BankBoston, N.A., as rights agent, including the form of Articles of Designations of Series A Junior Participating Preferred Stock and the form of Rights Certificate (incorporated by reference to Exhibit 4.1 to the registrant's Current Report on Form 8-K dated March 31, 1999).
4.5*	Pediatrix Medical Group 1996 Non-Qualified Employee Stock Purchase Plan, as amended and restated.
5.1*	Opinion of Gregg S. Bloom as to the legality of the shares being registered.
23.1*	Consent of PricewaterhouseCoopers LLP.
23.2*	Consent of Gregg S. Bloom (included in Exhibit 5.1 hereto).
24.1*	Powers of Attorney (included on signature pages hereto).

* Filed herewith.

PEDIATRIX MEDICAL GROUP, INC.
1996 NON-QUALIFIED EMPLOYEE STOCK PURCHASE PLAN,
As Amended and Restated

1. ADOPTION; PURPOSE

The Pediatrix Medical Group, Inc. 1996 Employee Non-Qualified Stock Purchase Plan was adopted on April 1, 1996, and has from time to time been amended and restated in accordance with its terms (as so amended and restated, the "Plan").

The purpose of the Plan is to encourage ownership of Common Stock (as defined below) by eligible employees of the Pediatrix Medical Group Inc., a Florida corporation ("Pediatrix") and its subsidiaries and Affiliated Professional Corporations (as defined below) (collectively with Pediatrix, the "Company"), thereby enhancing employee interest in the continued success and progress of the Company.

The Plan provides Eligible Employees (as defined below) with the opportunity to invest in Common Stock at a discounted price through payroll deductions.

2. DEFINITIONS

For purposes of this Plan, the following terms used in this document have the meanings as defined below:

ACCOUNT - a separate account maintained by the Custodian for each Participant which reflects the number of shares of Common Stock purchased under the Plan by such Participant.

AFFILIATED PROFESSIONAL CORPORATIONS - Each of the following companies related to Pediatrix through long-term management contracts: Pediatrix Medical Group of Arizona, California, Colorado, Illinois, Kansas, Michigan, New Jersey, New York, Pennsylvania, Puerto Rico, Virginia, and West Virginia, and any future business entity related to Pediatrix and which adopts the Plan with the consent of the Board of Directors of Pediatrix.

BUSINESS DAY - a day on which there is trading on the New York Stock Exchange.

CODE - Internal Revenue Code of 1986, including any amendments.

COMMITTEE - Compensation Committee of the Board of Directors of Pediatrix.

COMMON STOCK - common stock, par value \$.01 per share, of Pediatrix.

COMPENSATION - the amount of a Participant's base wages, overtime, commissions, and cash bonuses, before giving effect to any compensation reductions made in connection with any plans described in Section 401(k) or Section 125 of the Code.

CUSTODIAN - Salomon Smith Barney.

ELIGIBLE EMPLOYEE - an employee of the Company who is eligible to participate in the Plan in accordance with Section 3 hereof.

ENTRY DATE - the first Business Day of each Purchase Period.

EXCHANGE ACT - The Securities Exchange Act of 1934, as amended.

FAIR MARKET VALUE - the value of a share of Common Stock on any Business Day shall be the closing price for a share of Common Stock as published in the New York Stock Exchange listing for such day; in the event that such prices are not published, the Fair Market Value of a share of Common Stock shall be determined by the Committee.

PARTICIPANT - each Eligible Employee who has elected to have amounts deducted from his or her Compensation to participate in the Employee Stock Purchase Plan.

PURCHASE DATE - each September 30 and March 31, or if any such date is not a Business Day, the first Business Day after the end of each Purchase Period on which it is administratively possible to do the purchase.

PURCHASE PERIOD - each of the six-month periods ending on the last day of September and March (except that the initial Purchase Period was April 1, 1996, to September 30, 1996).

PURCHASE PRICE - the lesser of (1) the Fair Market Value of a share of Common Stock on the Entry Date, less 15%, and (2) the Fair Market Value of a share of Common Stock on the Purchase Date, less 15%.

SEC - Securities and Exchange Commission or any successor agency.

3. ELIGIBILITY

Employees are eligible to participate in the Plan if, at the beginning of the Purchase Period, the employee is regularly scheduled to work at least 20 hours per week and more than five months per calendar year. No employee shall be eligible to participate in the Plan if, immediately after the Entry Date, the employee (or any other person whose stock would be attributed to the employee pursuant to Section 424(d) of the Code) would own stock and/or hold options to purchase stock possessing 5% or more of the total combined voting power or value of all classes of stock of Pediatrix or any parent company or subsidiaries thereof. Any employee eligible to participate in the Pediatrix Medical Group, Inc. Amended and Restated Qualified Employee Stock Purchase Plan is not eligible to participate in the Plan.

4. PARTICIPATION

Participation in the Plan is voluntary. An eligible employee may elect to participate by completing an enrollment form and returning it to the Human Resources Department. The payroll deductions will start at the beginning of the next Purchase Period. The completed enrollment form must be received by Human Resources no later than 15 days prior to the beginning of a Purchase Period.

Purchase Periods begin on April 1 and October 1 of each year so long as the Plan remains in effect. Once an employee enrolls, he/she will automatically continue participation in subsequent Purchase Periods on the same basis, unless he/she elects to change deduction amounts, withdraw, or becomes ineligible.

5. COMMON STOCK AVAILABLE UNDER THE PLAN

Subject to any adjustment described in this Section 5, the maximum number of shares of Common Stock which may be purchased under the Plan is 750,000. In the event of any stock split, stock dividend, recapitalization, reorganization, merger, consolidation, combination, exchange of shares, liquidation, spin-off or other similar change in capitalization or event, or any distribution to holders of shares of Common Stock other than a regular cash dividend, the maximum number and class of shares of Common Stock that may be purchased by any Participant during any Purchase Period, and the purchase price per share of Common Stock shall be appropriately adjusted by the Committee. The decision of the Committee regarding any such adjustment shall be final, binding and conclusive. If any such adjustment would result in a fractional security being available under this Plan, such fractional security shall be disregarded.

Common Stock sold hereunder may be purchased for Participants in the open market (or an exchange or in negotiated transactions) or may be previously acquired treasury shares, authorized and unissued shares, or any combination of shares purchased in the open market, previously acquired treasury shares or authorized and unissued shares.

6. PURCHASES OF COMMON STOCK

On the Purchase Date for each Purchase Period, whole and fractional shares will be purchased for each Participant with the accumulated Participant payroll deductions. The Purchase Price is the lesser of 85% of the Fair Market Value of a share of Common Stock on the Entry Date, or 85% of the Fair Market Value of a share of Common Stock on the Purchase Date of the Purchase Period. Additionally, commission charges relating to the purchase of Common Stock under the Plan will be paid by Pediatrix.

7. INVESTING IN THE PLAN

Plan elections for payroll deductions must be in whole percentages or specific dollar amounts. The minimum percent is 1% of Compensation per pay period.

If a Participant elects a specific dollar amount, the minimum is \$25.00 per month. Please see Section 8 hereof for limitations on purchases.

Payroll deductions are accumulated in non-interest bearing accounts until each Purchase Date.

8. LIMITATION ON PURCHASES

The Fair Market Value of Common Stock that a Participant has the right to purchase under the Plan, and any employee stock purchase plan of Pediatrix or any parent company or subsidiaries thereof, cannot exceed \$25,000, less the 15% discount, or \$21,250, in one calendar year. This limitation is based on calculating the Fair Market Value at the beginning of each Purchase Period or at the time such option is granted under any such other employee stock purchase plan. The number of shares of Common Stock that may be purchased by any Eligible Employee during any Purchase Period shall not exceed the whole number of shares determined by dividing \$25,000 by the Fair Market Value of a share of Common Stock on the first day of the Purchase Period.

9. CHANGING PAYROLL DEDUCTIONS

A Participant's elected payroll deduction may be increased or decreased effective with the next Purchase Period. The form must be received by Human Resources no later than 15 days prior to the next Purchase Period. Changes will not become effective during a Purchase Period.

Participants may, however, cease deductions during a Purchase Period. If a Participant ceases deductions during a Purchase Period the deductions already taken will be refunded to the Participant as soon as practicable. The Participant would not be eligible to participate again until the second Purchase Period after the one in which he/she withdrew. In order to rejoin the Plan, a new enrollment form must be submitted.

10. RIGHTS AS A STOCKHOLDER

From the initial Purchase Date of shares of Common Stock, and thereafter (unless and until the Participant sells the Common Stock), the Participant shall have all the rights and privileges of a stockholder of Pediatrix with respect to the shares of Common Stock purchased by the Participant.

Proxy information will be provided for each stockholders meeting, so that each Participant may have his/her full and fractional shares voted according to their instructions.

11. ACCOUNTS

Salomon Smith Barney has been appointed Custodian for the Plan. The Custodian will maintain an Account for each Participant. As shares of Common Stock are purchased at the end of each Purchase Period, each Participant's full and fractional shares will be held in his/her Account.

Participants will receive an Account Statement, as soon as administratively possible after the end of each calendar quarter, which will include the number of full and fractional shares purchased for the Participant at the end of each Purchase Period, the total number of shares owned by the Participant under the Plan, the cost per share, and the current value of shares held.

12. NOTICE OF DISPOSITION OF COMMON STOCK

Each Participant agrees, by his/her participation in the Plan, to promptly notify Pediatrix in writing of any disposition of any Common Stock purchased under the Plan occurring within two years after the Entry Date of the Purchase Period in which such Common Stock was purchased.

13. NO TRANSFER OF RIGHTS

The rights granted under the Plan may not be assigned or transferred under any circumstances.

14. ADMINISTRATION

The Plan is administered by the Compensation Committee of the Board of Directors of Pediatrix. The Committee has the authority to interpret the Plan and to establish rules and regulations for its administration, and the decisions and interpretations of the Plan by the Committee shall be final, conclusive and binding upon all Participants. The Committee has the authority to delegate the day-to-day administration of the Plan.

15. SELLING STOCK

Although the Plan is intended to provide Participants with an ownership interest in the Company as an investment, Participants may sell shares of Common Stock purchased under the Plan by contacting Salomon Smith Barney at 800-367-4777 or going on-line at www.benefitaccess.com. Additionally, Participants will be responsible for a per share commission fee related to the sale of their stock.

# SHARES SOLD:	COMMISSION PER SHARE:**
-----	-----
1 - 1,000	\$0.10
1,001 - 5,000	\$0.08
5,001 +	\$0.06

**Subject to a \$25.00 minimum, plus a \$5.00 service fee and prevailing SEC fee.

Other fees in addition to those above may also apply:

SERVICE:	FEE:
-----	---
Wiring	\$25.00 per request
Certificate	\$15.00 per request
Overnight Delivery	\$15.00 per US delivery

Restrictions may apply to the resale of shares of Common Stock by certain officers, and those having similar responsibilities, who are subject to the insider reporting and short-swing profit rules of the SEC.

16. SHAREHOLDER APPROVAL

To the extent necessary to comply with Rule 16b-3 of the Exchange Act or other applicable law, the Committee shall obtain approval of the shareholders of Pediatrix of any Plan amendment in such a manner and to such a degree as required thereunder.

17. AMENDMENTS

The Committee may at any time, or from time to time, amend the Plan in any respect, except that, without approval of the shareholders of Pediatrix, no amendment may be made (a) increasing the number of shares which may be purchased under the Plan (other than provided in Section 5 herein), (b) materially increasing the benefits accruing to Participants, or (c) materially modifying the requirements as to eligibility for participation in the Plan.

18. TERMINATION OF THE PLAN

The Plan and all rights hereunder shall terminate on the earliest of: (a) the date on which the maximum number of shares of Common Stock available for purchase under the Plan has been purchased; (b) the termination of the Plan by the Committee; and (c) the effective date of any consolidation or merger in which Pediatrix is not the surviving entity, any exchange or conversion of outstanding shares of Pediatrix for or into securities of another entity or other consideration, or any complete liquidation of Pediatrix.

Any such termination shall not impair any rights that under the Plan shall have vested on or prior to the date of such termination. If at any time the number of shares of Common Stock remaining available for purchase under the Plan is not sufficient to satisfy all then-outstanding purchase rights, the Committee may determine an equitable basis of apportioning available shares of Common Stock among Participants.

Upon termination of the Plan, any payroll deductions that have not been used to purchase Common Stock, certificates for the number of full shares of Common Stock in the Participant's Account and the cash equivalent for any fractional shares in the Participant's Account shall be delivered by the Custodian to the Participant or his/her legal representative as soon as practicable following such termination. Such cash equivalent shall be determined by multiplying the fractional share by the Fair Market Value of a share of Common Stock on the day immediately preceding such termination of the Plan.

19. LAWS AND REGULATIONS

Notwithstanding any other provision of the Plan, the rights of Participants to purchase Common Stock hereunder shall be subject to compliance with all applicable Federal, state, and foreign laws, rules and regulations and the rules of each stock exchange upon which the Common Stock is from time to time listed.

The Plan and purchase of Common Stock hereunder shall be subject to additional rules and regulations, not inconsistent with the Plan, that may be promulgated from time to time by the Committee regarding purchases and sales of Common Stock.

20. PARTICIPANT RETIREMENT, TERMINATION OR DEATH

In the event of the Participant's retirement, termination of employment or death, any payroll deductions that have not been used to purchase Common Stock will be refunded to the Participant or to the Participant's beneficiary designated on the Participant's enrollment form. Certificates for the number of full shares of Common Stock and the cash equivalent of any fractional shares held in the Participant's Account will be distributed in accordance with the Participant's instructions, or in the case of the Participant's death, in accordance with the instructions of the beneficiary designated on the Participant's enrollment form. Such cash equivalent shall be determined by multiplying the fractional share by the Fair Market Value of a share of Common Stock on the day immediately preceding the effective date of such Participant's retirement, termination of employment or death.

In the event that the Participant has not designated a beneficiary on the Participant's enrollment form, any cash and certificates for shares of Common Stock will be delivered to the Participant's estate.

21. EMPLOYMENT

The Plan shall not confer any rights of continued employment upon any employee of the Company.

22. ADDITIONAL RESTRICTIONS OF RULE 16b-3

Persons subject to Section 16 of the Exchange Act shall comply with the applicable provisions of Rule 16b-3 of the Exchange Act or any successor provision. This Plan shall be deemed to contain such additional conditions and restrictions as may be required by Rule 16b-3 to qualify for the maximum exemption from Section 16 of the Exchange Act with respect to Plan transactions. In the event that Rule 16b-3 provides specific requirements for the administrators of plans of this type, the Plan shall only be administered by such body and in such a manner as to comply with the applicable requirements of Rule 16b-3. Unless permitted by Rule 16b-3, no discretion concerning decisions regarding the Plan shall be afforded to any Committee or person that is not "disinterested" as that term is used in Rule 16b-3.

23. MERGER OR OTHER CORPORATE CHANGE

In the event of a merger or other transaction involving Pediatrix in which shares of Common Stock are exchanged for stock, securities, cash or other property, each option under the Plan shall be assumed or an equivalent option shall be substituted by the successor corporation in such transaction, or a parent or subsidiary of such successor corporation. The Board of Directors of Pediatrix may elect, however, in the exercise of its sole discretion and in lieu of such assumption or substitution, to shorten the Purchase Period then in effect by establishing a new purchase date or to cancel the Purchase Period, refund all amounts credited to each Participant's Account and thereafter terminate the Plan. If the Board of Directors of Pediatrix shortens the Purchase Period then in effect, Pediatrix shall make its best efforts to notify each Participant of such change at least 10 business days prior to the new purchase date, and allow Participants to elect to receive the cash credited to their Accounts.

[LETTERHEAD OF PEDIATRIX MEDICAL GROUP, INC.]

November 14, 2002

Pediatric Medical Group, Inc.
1301 Concord Terrace
Fort Lauderdale, Florida 33323

Re: Pediatric Medical Group, Inc. 1996 Non-Qualified Employee Stock
Purchase Plan Registration Statement on Form S-8

Ladies and Gentlemen:

I am an employee of Pediatric Medical Group, Inc., a Florida corporation (the "Company") and have served as Florida counsel to the Company in connection with the Company's filing with the Securities and Exchange Commission of the Company's Registration Statement on Form S-8 (the "Registration Statement"), relating to the registration of 250,000 shares of the Company's common stock, par value \$.01 per share, including share purchase rights attached thereto (the "Shares"). The Shares are to be issued pursuant to the terms of the Pediatric Medical Group, Inc. 1996 Non-Qualified Employee Stock Purchase Plan, as amended and restated (the "Plan"). On May 14, 2002, at the Company's 2002 annual shareholders' meeting, a majority of the votes of the Company's common stock present in person or by proxy at the annual meeting voted in favor of amending the Plan. The amendment increased the number of shares issuable under the 1996 Non-Qualified Employee Stock Purchase Plan from 500,000 to 750,000, and reduced the number of shares issuable under the Pediatric Medical Group, Inc. 1996 Qualified Employee Stock Purchase from 500,000 to 250,000. The Plan amends and restates the Company's 1996 Non-Qualified Employee Stock Purchase Plan. Among other amendments, the number of shares issuable under the Plan has increased from 500,000 shares to 750,000 shares, which includes 250,000 shares previously registered under Registration Statement on Form S-8 (No. 333-07061) and 500,000 shares registered under Registration Statement on Form S-8 (No. 333-07059).

In connection with the preparation of this letter, I have examined, considered and relied upon following documents (collectively, the "Documents"): (i) the Registration Statement; (ii) the Company's Amended and Restated Articles of Incorporation, as amended, as filed with the Secretary of State of the State of Florida; (iii) the Company's Amended and Restated Bylaws, as amended; (iv) the Plan; (v) resolutions adopted by the Company's Board of Directors approving the Plan; (vi) resolutions adopted by the Company's shareholders approving the Plan; and (vii) such other documents and matters of law as I have considered necessary or appropriate for the expression of the opinions contained herein.

In rendering the opinions set forth below, I have assumed the following:

1. Each individual executing any of the Documents, whether on behalf of such individual or any other person, is legally competent to do so.
2. Each individual executing any of the Documents on behalf of a party (other than the Company) is duly authorized to do so.
3. Each of the parties (other than the Company) executing any of the Documents has duly and validly executed and delivered each of the Documents to which such party is a signatory, and such party's obligations set forth therein are legal, valid and binding and are enforceable in accordance with all stated terms.

4. Any Documents submitted to me as originals are authentic. The form and content of any Documents submitted to me as unexecuted drafts do not differ in any respect relevant to this opinion from the form and content of such Documents as executed and delivered. Any Documents submitted to me as certified or photostatic copies conform to the original documents. All signatures on all Documents are genuine. All public records reviewed or relied upon by me or on my behalf are true and complete. All statements and information contained in the Documents are true and complete. There has been no oral or written modification of or amendment to any of the Documents, and there has been no waiver of any provision of any of the Documents, by action or omission of the parties or otherwise.

5. Upon issuance of the Shares, the total number of shares of common stock of Pediatrix issued and outstanding will not exceed the total number of shares of common stock of the Company then authorized and the Shares will not be issued in violation of any restriction or limitation contained in the Company's Amended and Restated Articles of Incorporation.

6. All certificates and affidavits submitted to me are true, correct and complete, both when made and as of the date hereof.

Based upon the foregoing, and subject to the assumptions, limitations and qualifications stated herein, it is my opinion that:

1. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida.

2. The issuance of the Shares has been duly authorized by the Board of Directors and the shareholders of the Company.

3. The Shares, if issued in accordance with the Company's Amended and Restated Articles of Incorporation and the Plan, will be validly issued, fully paid and non-assessable.

This opinion is limited in all respects to the federal laws of the United States and the Florida Business Corporation Act, and no opinion is expressed with respect to the laws of any other jurisdiction or any effect which such laws may have on the opinions expressed herein. This opinion letter is limited to the matters stated herein and no opinions may be implied or inferred beyond the matters expressly stated herein. The opinions expressed herein are as of the date hereof, and I assume no obligation to update or supplement such opinions to reflect any facts or circumstances that may hereafter come to my attention or any changes in law that may hereafter occur.

This opinion is being furnished to you solely for submission to the Securities and Exchange Commission as an exhibit to the Registration Statement and, accordingly, may not be relied upon by, quoted in any manner to, or delivered to any person or entity without, in each instance, my prior written consent. I hereby consent to the filing of this opinion as an exhibit to the Registration Statement, but this consent does not constitute an admission that I am an "expert" within the meaning of such term as used in the Securities Act of 1933, as amended, or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Gregg S. Bloom

Gregg S. Bloom
Director, Corporate Legal Affairs

CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated January 31, 2001, except as to the fourth paragraph of Note 9 which is as of February 28, 2002, relating to the financial statements and financial statement schedule of Pediatrix Medical Group, Inc., which appears in Pediatrix Medical Group, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2001.

/s/ PricewaterhouseCoopers LLP

Fort Lauderdale, Florida
November 11, 2002