

MEDICAL STAFF BYLAWS

VALLEY WEST COMMUNITY HOSPITAL

SANDWICH, ILLINOIS

Complete Review by Legal Counsel: 10/22/03

Reviewed: 09/10/98, 03/29/00, 03/28/01, 02/4/02, 04/24/02, 06/26/02, 02/26/03, 10/14/03,
09/27/05, 12/19/06, 04/27/09

Revised: 09/10/98, 03/29/00, 03/28/01, 02/4/02, 04/24/02, 06/26/02, 02/26/03, 10/14/03,
09/27/05, 12/19/06, 04/27/09, 10/19/10, 07/31/13

Board Approved: 09/10/98, 03/29/00, 03/28/01, 02/4/02, 04/24/02, 06/26/02, 02/26/03, 10/22/03.
09/28/05, 01/31/07, 09/30/09, 10/27/10, 07/31/13

TABLE OF CONTENTS
MEDICAL STAFF BYLAWS

ARTICLE ONE. DEFINITIONS, STATUTORY IMMUNITY, INTEGRATION AND INTERPRETATIONS.....1

 1.1 DEFINITIONS.....1

 1.2 STATUTORY IMMUNITY.....4

 1.3 CONSTRUCTION OF TERMS; HEADINGS AND CROSS REFERENCES.....5

 1.4 SEVERABILITY CLAUSE.....5

 1.5 GOVERNING LAW.....5

 1.6 COUNTING OF DAYS.....5

 1.7 NOTICES.....5

 1.8 CONFIDENTIALITY AND REPORTING.....6

ARTICLE TWO. MEDICAL STAFF PURPOSE; RESPONSIBILITIES AND MEDICAL STAFF YEAR.....6

 2.1 PURPOSES.....6

 2.2 MEDICAL STAFF RESPONSIBILITIES.....6

 2.3 MEDICAL STAFF DUES.....7

 2.4 MEDICAL STAFF YEAR.....8

ARTICLE THREE. MEDICAL STAFF MEMBERSHIP, QUALIFICATIONS AND CATEGORIES.....8

 3.1 APPOINTMENT, REAPPOINTMENT AND CLINICAL PRIVILEGES.....8

 3.2 QUALIFICATIONS GENERALLY.....8

 3.3 CATEGORIES.....8

 3.4 LIMITATION OF PREROGATIVES.....8

3.5	ACTIVE STAFF.....	9
3.6	ASSOCIATE STAFF.....	10
3.7	COURTESY STAFF.....	12
3.8	CONSULTING STAFF.....	13
3.9	CONTRACT STAFF.....	14
3.10	COMMUNITY AFFILIATE.....	14
3.11	EMERITUS STAFF.....	16
ARTICLE FOUR. MEDICAL STAFF OFFICERS.....		16
4.1	OFFICERS OF THE MEDICAL STAFF.....	16
ARTICLE FIVE. MEDICAL STAFF MEETINGS.....		21
5.1	TYPES OF MEDICAL STAFF MEETINGS.....	21
5.2	ATTENDANCE REQUIREMENTS.....	21
5.3	PROVISIONS COMMON TO ALL MEETINGS.....	21
ARTICLE SIX. MEDICAL STAFF COMMITTEES.....		22
ARTICLE SEVEN. CONFIDENTIALITY, IMMUNITY AND RELEASES.....		22
7.1	AUTHORIZATIONS AND CONDITIONS	22
7.2	RELEASE FROM LIABILITY	23
7.3	INDEMNIFICATION	24
7.4	RELEASES	25
7.5	CUMULATIVE EFFECT	25
ARTICLE EIGHT. CONFLICT OF INTEREST.....		25
8.1	RESPONSIBILITY TO RAISE A CONFLICT OF INTEREST ISSUE	25
8.2	LIMITATION ON ACTIVITIES DUE TO A CONFLICT OF INTEREST	26

ARTICLE NINE. HISTORY AND PHYSICAL26

ARTICLE TEN. ADOPTION AND AMENDMENT

10.1 ADOPTION OF BYLAWS28

10.2 AMENDMENT OF BYLAWS.....28

10.3 RESOLUTION OF DISPUTES.....29

ARTICLE ONE

DEFINITIONS, STATUTORY IMMUNITY, INTEGRATION AND INTERPRETATIONS

Section 1.1 Definitions. Whenever used in these Bylaws, the terms set forth below shall have the meanings stated unless the context should clearly require otherwise.

1.1.1 The "**Act**" means the Health Care Quality Improvement Act of 1986, Title IV of Public Law 99-660, codified at 42 U.S.C. 11101 *et seq.*, and the rules and regulations promulgated thereunder, as amended from time to time, or any successor legislation conferring comparable statutory immunity.

1.1.2 "**Administrator**" means the individual appointed by the Chief Executive Officer as the Administrator of the Hospital to manage the affairs of the Hospital. The Administrator may, consistent with his or her responsibilities under the Hospital corporate bylaws, designate a representative to perform his or her responsibilities under these Bylaws.

1.1.3 "**Allied Health Professionals Credentialing Policy**" means the written policies and procedures describing the requirements and process for credentialing and establishing the scope of privileges of allied health personnel providing services at the Hospital that are recommended by the Medical Executive Committee and approved by the Governing Board. The Allied Health Professionals Credentialing Policy shall be considered a part of these Bylaws and shall be incorporated by reference herein.

1.1.4 "**Approved Residency**" means a residency program accredited by: (a) the Accreditation Council for Graduate Medical Education ("ACGME") or the American Osteopathic Association, if Practitioner is a Physician; (b) the Council on Podiatric Medical Education of the American Podiatric Medical Association, if Practitioner is a Podiatrist; or (c) the American Dental Association Commission on Dental Accreditation, if Practitioner is a Dentist or Oral and Maxillofacial Surgeon. With respect to graduates of foreign medical education programs, "Approved Residency" means a program that the Practitioner demonstrates is substantially equivalent to ACGME standards.

1.1.5 "**Board Certified**" or "**Board Certification**" means certification by a board that is: (a) a member of the American Board of Medical Specialties or approved by the Specialty Board of the American Osteopathic Association, if Practitioner is a Physician; (b) approved by the Joint Commission on the Recognition of Specialty Boards of the Council on Podiatric Medical Education of the American Podiatric Medical Association, if Practitioner is a Podiatrist; or (c) recognized by the American Dental Association Council on Dental Education and Licensure, if Practitioner is a Dentist or an Oral and Maxillofacial Surgeon.

1.1.6 "**Bylaws**" means the bylaws of the Medical Staff of the Hospital adopted by the Medical Staff and the Governing Board and includes: the provisions of this document; the Credentialing Policy; the Allied Health Professionals Credentialing Policy; any Appendices to these Bylaws, including without limitation, Appendix A: Medical Staff Bylaw Provisions Governing Medical Staff committees; and any other policies and procedures approved by the

Medical Staff and the Governing Board in accordance with the adoption and amendment procedures set forth herein. All such documents are hereby incorporated by reference and shall be an integral part of these Bylaws, applicable, in accordance with their terms, to all members of the Medical Staff.

1.1.7 "**Chief Executive Officer**" means the President and CEO of Kishwaukee Health System.

1.1.8 "**Clinical Privileges**" or "**Privileges**" means the permission recommended by the Medical Staff and granted by the Governing Board to a Practitioner to provide specifically delineated diagnostic, therapeutic, medical, or surgical services at the Hospital.

1.1.9 "**Credentials Committee**" means the credentials committee of the Medical Staff. The Credentials Committee, and any of its subcommittees are "professional review bodies" within the meaning of Section 431(11) of the Act.

1.1.10 "**Credentialing Policy**" means those provisions of these Bylaws pertaining to appointment, reappointment, credentialing, corrective action and hearing procedures adopted by the Medical Staff and the Governing Board. The Credentialing Policy shall be considered a part of these Bylaws and shall be incorporated by reference herein.

1.1.11 "**Conflict of Interest**" for the purposes of these Bylaws shall include, but not solely be limited to, a person who: (a) is a family member or business associate to the Practitioner; (b) is in full and active professional economic competition with the Practitioner (other than merely being a member of the same medical specialty); (c) has previously been involved in professional disputes with the Practitioner; or (d) because of his or her circumstances or position, is deemed by the Chief of Staff or chair of a Medical Staff committee to have a conflict.

1.1.12 "**Dentist**" means an individual possessing the degree of doctor of dental surgery or doctor of medical dentistry who is licensed by the Illinois Department of Professional Regulation to practice dentistry as provided in the Illinois Dental Practice Act.

1.1.13 "**FPPE**" means focused professional practice evaluation as further defined by The Joint Commission accreditation standards for Hospital or Hospital and Medical Staff policies and procedures.

1.1.14 "**Good Standing**" means the Medical Staff Practitioner, at the time such standing is determined, has not, at any medical facility operated by the Kishwaukee Health System: (a) received a suspension or curtailment of his or her appointment or Clinical Privileges in the previous 12 months; (b) entered into a monitoring or proctoring agreement with Medical Staff leadership; (c) entered into any other agreement to voluntarily restrict his or her privileges or to restrict his or her right to apply for Medical Staff membership; (d) been the subject of a formal investigation or pending adverse Professional Review Action that has not concluded; (e) been denied Medical Staff membership; (f) withdrawn his or her application for Medical Staff membership; or (g) engaged in disruptive behavior as that term is defined under the Medical Staff Disruptive Provider Policy.

1.1.15 "**Governing Board**," "**Board of Directors**" or "**Board**" means the Board of Directors of Kishwaukee Health System, to which the governing board of the Hospital has delegated responsibility for the Hospital's organization, management, control and operation, including appointment of the Medical Staff. As appropriate to the context and consistent with the Hospital corporate bylaws and delegations of authority made by the Governing Board, it may also mean any committee of the Governing Board or any individual authorized by the Governing Board to act on its behalf on certain matters. The Governing Board, and any of its subcommittees that address Medical Staff matters, are "professional review bodies" within the meaning of Section 431(11) of the Act.

1.1.16 "**Hospital**" shall mean Valley West Community Hospital.

1.1.17 "**Hospital Representative(s)**" means any persons that have responsibility for collecting and evaluating credentials and acting upon applications for appointments or reappointment or for taking any other action related to the Medical Staff, including without limitation: KHS, the Governing Board, its directors and committees; the Chief Executive Officer, Administrator, employees, representatives and agents of the Hospital or KHS; the Medical Staff organization, and all Medical Staff members, officers, committees and committee members or other persons who assist such committees; the Medical Staff Quality Committee; and any person assisting any of the above-listed entities, bodies, persons or committees whether or not employed or affiliated with the Hospital.

1.1.18 "**Immunity Provisions**" means any provisions affording the Hospital or a Hospital Representative immunity from civil liability pursuant to the Act, the Hospital Licensing Act (210 ILCS 85/10.2), as amended, and/or, as applicable, the Medical Practice Act of 1987 (225 ILCS 60/5), as amended, or any successor legislation conferring comparable privileges and immunities.

1.1.19 "**KHS**" means the Kishwaukee Health System, an Illinois not-for-profit corporation, that is the sole corporate member of the Hospital.

1.1.20 "**Medical Executive Committee**" means the executive body of the Medical Staff. The Medical Executive Committee, and any of its subcommittees are "professional review bodies" within the meaning of Section 431(11) of the Act.

1.1.21 "**Medical Staff**" means all Practitioners who have been duly appointed to membership on the Medical Staff of the Hospital and who have been granted Clinical Privileges to attend patients or to provide other diagnostic, therapeutic, teaching or research services at the Hospital.

1.1.22 "**OPPE**" means ongoing professional practice evaluation as further defined by The Joint Commission accreditation standards for Hospital or Hospital and Medical Staff policies and procedures.

1.1.23 "**Oral and Maxillofacial Surgeon**" means an individual who: (a) is licensed by the Illinois Department of Professional Regulation to practice dentistry as provided in the Illinois Dental Practice Act; (b) has completed an oral and maxillofacial surgery residency program that has been accredited by the American Dental Association Commission on Dental Accreditation;

and (c) is a diplomat of the American Board of Oral and Maxillofacial Surgery or a fellow or a member of the American Association of Oral and Maxillofacial Surgeons.

1.1.24 **"Physician"** means an individual possessing the degree of doctor of medicine or doctor of osteopathy with an M.D. or D.O. degree, who is licensed by the Illinois Department of Professional Regulation to practice medicine in all its branches as provided in the Medical Practice Act of 1987.

1.1.25 **"Professional Review Activity"** means any activity of the Hospital or a Hospital Representative with respect to an individual Practitioner to: (a) determine whether such Practitioner may be appointed to membership on the Medical Staff or may have Clinical Privileges at the Hospital; (b) determine the scope or conditions of such Privileges or membership; (c) change or modify such Privileges or membership; or (d) evaluate clinical practices for purposes of improving or benefiting patient care and treatment or for purposes of professional discipline including institution of a summary suspension.

1.1.26 **"Professional Review Body"** means, as appropriate to the circumstances, the Governing Board, the Medical Executive Committee, the Credentials Committee, or any subcommittee thereof, or any hearing committee designated pursuant to these Bylaws or the Credentialing Policy, the Chief Executive Officer, the Administrator, and any other person, committee or entity which conducts a Professional Review Activity or assists in conducting a Professional Review Activity.

1.1.27 **"Practitioner"** means any Physician, Oral and Maxillofacial Surgeon, Dentist, or Podiatrist who either: (a) is applying for appointment to the Medical Staff and/or for Clinical Privileges; or (b) currently holds appointment to the Medical Staff and exercises specific delineated Clinical Privileges; or (c) is applying for or is exercising temporary Privileges pursuant to the requirements for temporary Privileges as delineated in the Credentialing Policy.

1.1.28 **"Podiatrist"** means an individual possessing the degree of doctor of podiatric medicine or doctor of surgical chiropody who is licensed by the Illinois Department of Professional Regulation to practice podiatry under the Podiatric Medical Practice Act of 1987.

1.1.29 **"Rules and Regulations"** means the written policies of the Medical Staff that are promulgated by the Medical Executive Committee and approved by the Governing Board to implement more specifically the general principles of conduct found in these Bylaws.

1.1.30 **"Third Party"** or **"Third Parties"** means all individuals, including Medical Staff members, employees or agents of other hospitals, or other physicians or health practitioners, nurses or other organizations, associations, partnerships and corporations that are unaffiliated with Hospital, or government agencies. The definition of Third Parties shall include all individuals or entities providing information to Hospital or Hospital representatives whether hospitals, health care facilities or not, from whom information has been requested by the Hospital or Hospital representatives.

Section 1.2 Statutory Immunity. The Hospital or any Hospital Representative(s) that conducts Professional Review Activities, hereby constitute themselves as Professional Review Bodies as defined in the Act and as committees/persons, as applicable, afforded immunity from

civil liability under the Immunity Provisions. Each Professional Review Body hereby claims all privileges and immunities afforded to it by said state and federal statutes. Any action taken by a Professional Review Body pursuant to these Bylaws, the Credentialing Policy, or any other part of these Bylaws shall be in the reasonable belief that it is in furtherance of quality health care (including the provision of care in a manner that is not disruptive to the delivery of quality medical care at the Hospital), only after a reasonable effort has been made to obtain the facts of the matter, after adequate notice and hearing procedures are afforded to Practitioner and only in the reasonable belief that the action is warranted by the facts known after a reasonable effort has been made to obtain the facts.

Section 1.3 Construction of Terms; Headings and Cross References. Words used in these Bylaws will be read as the masculine or feminine gender and as the singular or plural, as the context requires. The captions or headings in these Bylaws are for convenience only and are not intended to limit or define the scope or effect of any provision. Throughout these Bylaws, cross references are made to other sections of these Bylaws and to other related documents. By reason of amendments, it is possible that cross references may not always be appropriately changed to conform to the intentions expressed in this or related documents. In such circumstances, such cross-references shall be interpreted as applying: (a) to the section designated at the time originally drafted, if such section is still included in the appropriate documents, even though it may have been renumbered or amended; or (b) to the section replacing such cross-referenced section, if the content of such replacement section is such as to be consistent with the original sense of the cross reference.

Section 1.4 Severability Clause. In the event that any provision in these Bylaws shall be determined by a court of law to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired by such a determination.

Section 1.5 Governing Law. These Bylaws shall be governed by, and construed in accordance with, the Act and, to the extent not inconsistent therewith, the Immunity Provisions and the other laws of the State of Illinois without giving effect to its conflict of laws principles.

Section 1.6 Counting of Days. In any instance in which the counting of days is required in these Bylaws in connection with the giving of a notice or for any other purpose, the day of the event shall not count, but the day upon which the notice is given shall count. In any case where the date on which some action is to be taken, notice given, or period expiration occurs on a holiday, Saturday or Sunday, such action shall be taken, such notice given, or such period extended to the next succeeding Monday, Tuesday, Wednesday, Thursday, or Friday which is not a holiday. For the purposes of this section, the term “holiday” shall mean such days as are commonly recognized as holidays by the United States Federal Government.

Section 1.7 Notices. Except as otherwise provided herein, all notices, requests, demands, reports, written statements and other communications required or permitted to be given to or by a Practitioner pursuant to these Bylaws shall be in writing and shall be deemed to have been duly given, when: (a) delivered personally; (b) by overnight courier (costs prepaid); (c) sent by facsimile with confirmation of transmission by the transmitting equipment; (d) sent by email if the Practitioner has indicated such method of notice is acceptable to him or her in his or her most

recent membership application; or (e) received or rejected by a Practitioner or the Hospital, if sent by United States certified or registered mail, postage paid, return receipt requested, with respect to the Practitioner, to the address listed on his or her most recent membership application or to his or her last known address according to the books and records of the Hospital, or with respect to the Hospital, to the Chief Executive Officer and/or the Administrator. Notice of all regular Medical Staff meetings and committees shall be deemed properly given if posted in the Hospital Resource Center.

Section 1.8 Confidentiality and Reporting. Actions taken and recommendations made pursuant to these Bylaws shall be treated as confidential in accordance with such policies regarding confidentiality as may be adopted by the Governing Board. The Chief Executive Officer and/or the Administrator shall make such reports to governmental agencies or other bodies as are required by the Act, the Hospital Licensing Act or any other applicable federal or state law.

ARTICLE TWO

MEDICAL STAFF PURPOSE; RESPONSIBILITIES; DUES; MEDICAL STAFF YEAR

Section 2.1 Purposes.

2.1.1 The Hospital is a non-profit, acute care, short-term general hospital, that provides a broad range of medical, surgical, pediatric, obstetric services. Patient service is its first responsibility. Dedication to this responsibility requires the joint efforts of the Practitioners practicing in the Hospital facilities, the Governing Board, the Chief Executive Officer and the Administrator, with well-defined lines of communications, responsibility and authority throughout the organizational structure. It is recognized that the Medical Staff is responsible for the quality of medical care in the Hospital and must accept and discharge this responsibility, subject to the ultimate authority of the Governing Board. The laws, regulations, customs, and generally recognized professional standards that govern hospitals require that Practitioners practicing at a hospital, except those exercising temporary privileges, be appointed to the Medical Staff, and that the Governing Board grant permission to the Medical Staff to practice in the Hospital and report on the quality, efficiency and overall appropriateness of Practitioner performance.

2.1.2 The Practitioners practicing in the Hospital hereby organize, in accordance with these Bylaws, the Credentialing Policy and the Rules and Regulations. These Bylaws, along with the Credentialing Policy and the Rules and Regulations, set forth the framework, principles, and procedures by which the Medical Staff is organized, governs itself, carries out its responsibilities consistent with the Hospital's corporate bylaws, policies, and rules, and is accountable to the Governing Board. The Governing Board shall approve and comply with these Bylaws, the Credentialing Policy and the Rules and Regulations.

Section 2.2 Medical Staff Responsibilities. In furtherance of the purposes identified above, the Medical Staff shall be responsible for the duties and obligations listed below. In fulfilling

these responsibilities, the Medical Staff shall be subject to the ultimate authority of the Governing Board.

2.2.1 Provide oversight, through a single organized Medical Staff, of the quality of the care, treatment and professional services provided by Practitioners with Clinical Privileges including, without limitation, ensuring that all pertinent precautions for the safety and welfare of patients treated in the Hospital are taken.

2.2.2 Participate in performance improvement activities designed to maintain and improve the quality and efficiency of medical care provided by Practitioners with Clinical Privileges, including, without limitation, facilitating the Hospital's quality review, utilization management, professional liability prevention, patient safety programs and continuing education.

2.2.3 Establish a Hospital-specific mechanism for making decisions and recommendations regarding appointment and reappointment of Medical Staff members, the granting and renewal/revision of Clinical Privileges, and corrective action.

2.2.4 Establish a framework, through these Bylaws, for self-governance of Medical Staff activities and accountability to the Governing Board and for enforcing and complying with these Bylaws.

2.2.5 Develop and implement a process of evaluation and delineation of Clinical Privileges at the time of appointment to the Medical Staff and for reappraisal of Clinical Privileges prior to reappointment to the Medical Staff, and assure that all Practitioners with Clinical Privileges provide services within the scope of Clinical Privileges granted.

2.2.6 Establish a mechanism for assisting Medical Staff members in addressing physical and mental health problems.

2.2.7 Provide an effective means of communication between members of the Medical Staff, the Administrator, the Governing Board, and the community that the Hospital serves.

2.2.8 Conduct and monitor medical education activities within the Hospital.

2.2.9 Provide input to the Hospital in connection with the Hospital's long-range planning activities, assist in identifying community health needs, and participate in developing and implementing appropriate institutional policies and programs to meet those needs.

2.2.10 Exercise through its officers, committees, and other defined components, the authority granted by these Bylaws to fulfill these responsibilities in a timely and proper manner and to account thereon to the Governing Board.

Section 2.3 Medical Staff Dues. Medical Staff dues will be assessed annually at the annual meeting of the Medical Staff in such amounts for each category of the Medical Staff as determined by the Medical Staff. Notices will be sent out in December of each year for the upcoming year. Failure to pay dues within sixty (60) days from the date of the dues notice will result in an automatic voluntary relinquishment of membership and Clinical Privileges in

accordance with Section 8.2.3 of these Bylaws. Medical Staff members who are on a leave of absence will be required to pay dues during their leave of absence.

Section 2.4 Medical Staff Year. For purposes of these Bylaws, the Medical Staff year shall be May 1 through April 30.

ARTICLE THREE

MEDICAL STAFF MEMBERSHIP, QUALIFICATIONS, AND CATEGORIES

Section 3.1 Appointment, Reappointment and Clinical Privileges. The Credentialing Policy, which policy is incorporated herein by reference, sets forth the specific qualifications for Medical Staff membership and the procedures and policies for initial appointment and reappointment to the Medical Staff and the granting or modifying of Clinical Privileges, including temporary privileges and disaster privileges, the conditions of appointment, the procedures related to emergency care and leave of absence, and the procedures and policies for reappointment and for requesting an increase in Clinical Privileges. Notwithstanding any other provision of these Bylaws or the Credentialing Policy, Medical Staff members who are podiatrists who were appointed to the Medical Staff prior to August 1, 1996 may be reappointed to the Medical Staff, Board Certification status notwithstanding, after August 1, 1996, so long as all other qualifications for Medical Staff membership are met.

Section 3.2 Qualifications Generally. Every Practitioner who seeks or enjoys Medical Staff appointment must satisfy, at the time of application and appointment and continuously thereafter, the basic qualifications for membership set forth in the Credentialing Policy and these Bylaws. These qualifications are designed to help assure the Medical Staff and the Governing Board that patients will receive quality care. Only a Physician, Podiatrist, Dentist or Oral and Maxillofacial Surgeon who meets the qualifications set forth in the Credentialing Policy and these Bylaws may seek appointment to the Medical Staff.

Section 3.3 Categories. There shall be six (6) categories of appointment to the Medical Staff: Active, Associate, Courtesy, Consulting, Contract, and Emeritus. All appointments to the Medical Staff shall be made by the Governing Board to one of these categories. All Practitioners who are granted initial appointment to the Medical Staff, or who are granted initial Clinical Privileges of any type at any time during appointment or reappointment, shall be subject to FPPE in accordance with the Hospital and Medical Staff FPPE policies and procedures..

Section 3.4 Limitation of Prerogatives. The prerogatives set forth under each Medical Staff category are general in nature and may be subject to limitations by special conditions attached to a Practitioner's Medical Staff appointment, by other provisions of these Bylaws, the Credentialing Policy, or by other policies of the Hospital or Medical Staff. The prerogatives of Dentists, Podiatrists and Oral and Maxillofacial Surgeons shall be limited to those for which they have demonstrated the requisite level of medical education, training, experience, and ability as determined by resolution of the Medical Executive Committee and approval by the Governing Board. In limited circumstances and for good cause, the Chief of Staff, as appropriate to the circumstances, may waive a limitation of prerogatives for a Medical Staff category as applied to

a particular Practitioner, with the concurrence of the Chief Executive Officer and/or the Administrator or their designee. Such waiver shall be limited to that specific situation.

Section 3.5 Active Staff.

3.5.1 Qualifications for Active Staff. In addition to meeting the basic qualifications expressly set forth in the Credentialing Policy, to be a member of the Active Staff, a Practitioner must satisfy the following requirements:

(a) Regularly admit patients to, or otherwise be regularly involved in the care of patients in the Hospital facilities, or demonstrate, by way of other substantial involvement in the activities of the Medical Staff or Hospital, a genuine concern and interest in the Hospital. For purposes of this Section, "regularly" means that the Practitioner generates a minimum of twenty-four (24) patient contacts during each twenty-four (24) month term of appointment to the Medical Staff and is otherwise involved in the care of patients in the Hospital. For purposes of this Section, a "patient contact" is defined as the admission of any inpatient, the registration of an observation patient, a consultation, or the performance of an outpatient surgical procedure.

(b) Maintain a residence and primary office which are located close enough to the hospital to provide timely care for their patients in the hospital.

(c) Completion of at least one twenty-four (24) month term as a member of the Associate Staff or another Medical Staff category.

(d) Agree to assume all functions and responsibilities of membership on the Active Staff.

3.5.2 Prerogatives of Active Staff. An Active Staff member may:

(a) Admit patients within the scope of Practitioner's Clinical Privileges, subject to any limitations imposed by the Medical Staff, the Rules and Regulations, or the Hospital's admission policies.

(b) Exercise such Clinical Privileges as are granted to him or her by the Medical Staff and the Governing Board.

(c) Vote on all matters presented at general and special meetings of the Medical Staff and committees of which he or she is a member.

(d) Hold office, serve on Hospital and Medical Staff committees, and serve as chair of such committees, provided he or she satisfies the specific qualifications for the position involved.

3.5.3 Responsibilities of Active Staff. An Active Staff member must, in addition to meeting the basic obligations of Medical Staff appointment, fulfill the following duties:

(a) Maintain proper quality of medical care and treatment of inpatients and outpatients of the Hospital.

(b) Contribute to the organizational, administrative, and medico-administrative (including quality review, professional liability prevention, and utilization management) activities of the Medical Staff, including service on Hospital and Medical Staff committees, faithfully performing the duties of any office or position to which he or she is elected or appointed.

(c) Participate equitably in the discharge of Medical Staff functions by:

(i) Participating in the Hospital's continuing education programs.

(ii) Participating in a rotating on-call system for assignment of patients through the Hospital Emergency Department, consistent with Clinical Privileges granted by the Medical Staff and the Governing Board.

(iii) Providing consulting services consistent with his or her delineated Clinical Privileges at the request of other Medical Staff members in a timely fashion, defined as within 24 hours for routine consults or 12 hours for emergency consults and patients in the ICU, or as otherwise specified in the Rules and Regulations; provided, however, that the more stringent timing requirement shall apply.

(iv) Reviewing the performance of Practitioners.

(v) Fulfilling such other Medical Staff functions as may reasonably be required.

(d) Satisfy the meeting attendance requirements set forth in these Bylaws.

(e) Carry out the organization and governance functions of the Medical Staff, including adopting the Rules and Regulations, electing officers, and recommending to the Governing Board all appointments and reappointments to the Medical Staff and the granting of Clinical Privileges.

(f) Make recommendations to the Governing Board as necessary and appropriate regarding matters within the purview of the Medical Staff.

Section 3.6 Associate Staff. The Associate Staff category is intended only for those initial applicants to the Medical Staff who seek appointment to the Active Staff. All initial appointees to the Medical Staff who seek appointment to the Active Staff shall be required, before advancement to the Active Staff category, to serve one term of appointment (twenty-four (24) months) as a member of the Associate Staff category of the Medical Staff, during which time such appointee shall be subject to FPPE in accordance with the FPPE policies and procedures of the Hospital and the Medical Staff. Upon the expiration of the initial term of appointment to the Associate Staff, a Medical Staff member must demonstrate that he or she has sufficient clinical competence and activity as noted on the activity profile to justify their appointment to the Active Staff category, or seek appointment to another Medical Staff category, or he or she will be deemed to have voluntarily relinquished his or her Medical Staff appointment and Clinical Privileges.

3.6.1 Qualifications for Associate Staff. In addition to meeting the basic qualifications expressly set forth in the Credentialing Policy, to be a member of the Associate Staff, a Practitioner must satisfy the following requirements:

- (a) Demonstrate a genuine concern and interest in the Hospital through substantial involvement in the activities of the Medical Staff or the Hospital, and exercise best efforts to meet the patient contact requirements set forth for Active Staff in Section 3.5.1(a).
- (b) Maintain a residence and primary office which are located close enough to the hospital to provide timely care for their patients in the hospital.
- (c) Agree to assume all functions and responsibilities of Medical Staff membership.

3.6.2 Prerogatives of Associate Staff. An Associate Staff member may:

- (a) Admit patients within the scope of Practitioner's Clinical Privileges, subject to any limitations imposed by the Medical Staff, the Rules and Regulations, or the Hospital admission policies.
- (b) Exercise such Clinical Privileges as are granted to him or her by the Medical Staff and the Governing Board.
- (c) Vote on all matters presented at general or special meetings of the committee of which he or she is a member.
- (d) Serve on Hospital and Medical Staff committees, but shall not be eligible to serve as an officer of the Medical Staff or to serve as chair of a Medical Staff committee.

3.6.3 Responsibilities of Associate Staff. An Associate Staff member must, in addition to meeting the basic obligations of Medical Staff appointment, fulfill the following duties:

- (a) Participate in the discharge of Medical Staff functions by:
 - (i) Serving on Hospital and Medical Staff committees, as appointed.
 - (ii) Participating as requested in the quality review, professional liability prevention, and utilization management activities required of the Medical Staff.
 - (iii) Participating in a rotating on-call system for assignment of patients through the Hospital Emergency Department, consistent with Clinical Privileges granted by the Medical Staff and the Governing Board.
 - (iv) Provide consulting services consistent with his or her delineated Clinical Privileges at the request of other Medical Staff members in a timely fashion, defined as within 24 hours for routine consults or 12 hours for emergency consults and patients in the ICU, or as otherwise specified in the Rules and Regulations; provided, however, that the more stringent consultant timing requirement shall apply.

(v) Fulfilling such other Medical Staff functions as may reasonably be required.

(b) Satisfy the meeting attendance requirements in these Bylaws, including attending meetings of the Medical Staff and committee meetings applicable to the Clinical Privileges held by Practitioner and any Medical Staff or Hospital education programs.

Section 3.7 Courtesy Staff.

3.7.1 Qualifications for Courtesy Staff. In addition to meeting the basic requirements expressly set forth in the Credentialing Policy, to be a member of the Courtesy Staff, a Practitioner must satisfy the following requirements:

(a) Provide services at the Hospital only on an occasional basis, generating no more than twelve (12) patient contacts per year at the Hospital. "Patient contact" is defined as the admission of any inpatient, the registration of an observation patient, a consultation, or the performance of an outpatient surgical procedure.

(b) Maintain a residence and primary office which are located close enough to the hospital to provide timely care for their patients in the hospital, or, with the prior approval of the Medical Executive Committee, designate an alternate to provide coverage if Practitioner's residence and primary office are not located close enough to the hospital to provide timely care for their patients.

(c) Be a member of the active staff of another hospital where Practitioner actively participates in patient care and performance improvement activities similar to those required of the Active Staff of the Hospital, or provide other documentation of adequate clinical volume and quality outcomes at another facility so as to provide a basis for the Medical Staff's evaluation of his or her clinical competence.

3.7.2 Prerogatives of Courtesy Staff. A Courtesy Staff member may:

(a) Admit patients to the Hospital within the scope of the Practitioner's Clinical Privileges, subject to any other limitation imposed by the Medical Staff, the Rules and Regulations or the Hospital's admission policies.

(b) Exercise such Clinical Privileges as are granted to him or her by the Medical Staff and the Governing Board.

(c) Attend meetings of the Medical Staff and Medical Staff committees to which he or she is appointed in accordance with this Section; however, a Courtesy Staff member may not vote at Medical Staff meetings.

3.7.3 Responsibilities of Courtesy Staff. A Courtesy Staff member must, in addition to meeting the basic obligations of Medical Staff appointment, fulfill the following duties:

(a) Apply for advancement to Active Staff if the number of patient contacts exceeds twelve (12) contacts annually.

(b) If accepting a committee assignment, carry out such assignment in the same manner as required of an Active Staff member, including satisfying such meeting attendance requirements as are applicable to such committee.

(c) Provide consulting services consistent with his or her delineated Clinical Privileges at the request of other Medical Staff members in a timely fashion, defined as within 24 hours for routine consults or 12 hours for emergency consults and patients in the ICU, or as otherwise specified in the Rules and Regulations; provided, however, that the more stringent consultant timing requirement shall apply.

(d) Participate in quality review activities of the Hospital, including the evaluation of provisional Practitioners.

Section 3.8 Consulting Staff.

3.8.1 Qualifications for Consulting Staff. Consulting Staff shall consist of specialists of recognized professional ability and expertise not otherwise available on the Medical Staff who are appointed for the specific purpose of providing consultation in the diagnosis and treatment of patients and the administration of clinical services. In addition to meeting the basic qualifications expressly set forth in the Credentialing Policy, to be a member of the Consulting Staff, a Practitioner must be a member of the active staff of another hospital where he or she actively participates in patient care and performance improvement activities similar to those required of the Active Staff of the Hospital, or provide other documentation of adequate clinical volume and quality outcomes at another facility so as to provide a basis for the Medical Staff's evaluation of his or her clinical competence. The Consulting Staff need not satisfy the geographic proximity requirements set forth in these Bylaws or the Credentialing Policy. Consulting Staff members must generate at least two (2) patient contacts at the Hospital during each twenty-four (24) month term of appointment; provided, however, that if the Consulting Staff member is a member of a group practice whose members are also members of the Medical Staff, patient contacts generated by a fellow-group practice member may, but are not required to, be considered by the Credentials Committee as satisfaction of this activity requirement.

3.8.2 Prerogatives of Consulting Staff. A Consulting Staff member may:

(a) Exercise such Clinical Privileges as are granted to him or her by the Medical Staff and the Governing Board, but may not admit patients to the Hospital.

(b) Attend by invitation all such Medical Staff and committee meetings that he or she may wish to attend as a non-voting invitee, but shall not be eligible to hold office, to vote, provided, however that if requested to do so by the Chief of Staff, a member of the Consulting Staff may serve as a voting member of a Medical Staff committee.

3.8.3 Responsibilities of Consulting Staff. A Consulting Staff member must, in addition to meeting the basic obligations of Medical Staff appointment, fulfill the following duties:

(a) Provide consulting services consistent with his or her delineated Clinical Privileges at the request of other Medical Staff members in a timely fashion, defined as within 24

hours for routine consults or 12 hours for emergency consults and patients in the ICU, or as otherwise specified in the Rules and Regulations; provided, however, that the more stringent consultant timing requirement shall apply.

(b) Offer other services within the scope of Practitioner's Clinical Privileges as requested by other Medical Staff members.

Section 3.9 Contract Staff.

3.9.1 Qualifications of Contract Staff. The Contract Staff shall consist of Physicians who provide service on a regular and continuing basis in the Hospital's Emergency Department, Radiology Department, Pathology Department, or Anesthesia Department. To be a member of the Contract Staff, a Practitioner must meet all of the basic qualifications expressly set forth in the Credentialing Policy, and any other requirements set forth in the contract between the Hospital and Practitioner or the Practitioner's group. The terms of appointment and reappointment to the Medical Staff and the granting of any Clinical Privileges to a Contract Staff member shall be governed by the terms of the contract between the Hospital and the Contract Staff member or his or her group. The effect of expiration or other termination of a contract also shall be governed solely by the terms of such contract, except that if the contract is silent on the matter, and the Hospital determines in its sole discretion that the services should continue to be provided on an exclusive basis, the expiration or termination of the contract shall result in the termination of such Contract Staff member's Medical Staff membership and Clinical Privileges and each Contract Staff member hereby waives any procedural due process rights under these Bylaws in such event.

3.9.2 Prerogatives of Contract Staff. A Contract Staff member may exercise those rights and privileges granted under the contract between the Hospital and the Practitioner or the Practitioner's group. Contract Staff members shall not admit patients to the Hospital nor be the Practitioner of primary care or responsibility to any inpatient within the Hospital, except as otherwise provided in the Rules and Regulations, but shall cooperate with other Medical Staff members to facilitate the admitting process and/or the provision of care to patients as communicated to him or her by the patient's attending Physician. A Contract Staff member may attend Medical Staff meetings and committee meetings as a voting member; provided, however, that if more than one Contract Staff member from a group attends a Medical Staff or committee meeting, only one Practitioner from each such group shall be eligible to cast a vote on behalf of the group.

3.9.3 Responsibilities of Contract Staff. A Contract Staff member must, in addition to meeting the basic obligations of Medical Staff appointment fulfill the following duties:

(a) Discharge the basic responsibilities specified in the Hospital's contract with such Practitioner or Practitioner's group.

(b) Actively participate in the quality assurance activities required of the Contract Staff, and in discharging such other staff functions as may be required from time to time.

(c) Provide call coverage as required in the Hospital's contract with such Practitioner or Practitioner's group.

Section 3.10 Community Affiliate Staff. The Community Affiliate Staff shall consist of Practitioners who have an active practice in the community served by the Hospital and who wish to be associated with the Hospital and refer patients to members of the Medical Staff but who do not wish to establish a clinical practice at the Hospital. The primary purpose of the Community Affiliate Staff is to promote professional collaboration and educational opportunities and to permit Practitioners with an active practice in the community to access services for their patients by direct referral of patients to members of the Medical Staff for admission, evaluation, and/or treatment

3.10.1 Qualifications of Community Affiliate Staff. Community Affiliate Staff members shall be required to satisfy the basic qualifications expressly set forth in these Bylaws.

3.10.2 Prerogatives of Community Affiliate Staff. A Community Affiliate Staff member may:

(a) Not be eligible for Clinical Privileges and may not admit, treat, or discharge patients at the Hospital.

(b) Refer his or her patients to members of the Medical Staff, supply relevant information to Medical Staff members in the form of a patient history or physical (which shall become part of the patient's medical record when countersigned by the attending or admitting Medical Staff member), visit his or her patients while hospitalized, and have access to his or her patients' medical records for purposes of review, but may not write orders for, or make medical record entries on, hospitalized patients.

(c) Refer his or her patients to the Hospital's diagnostic facilities.

(d) Serve on Medical Staff committees and attend Medical Staff meetings and applicable department and section meetings, but may not: (i) serve as a Medical Staff officer, a department or section chair or a Medical Staff committee chair; (ii) vote at any Medical Staff, department or section meetings; and (iii) vote at any Medical Staff committee meeting, except at the meetings of Medical Staff committees to which he or she is appointed.

3.10.3 Limitation of Community Affiliate Staff Prerogatives. Each Community Affiliate Staff member expressly waives any procedural due process rights under these Bylaws as a condition of being appointed to the Medical Staff category of Community Affiliate Staff. Any instance of a Community Affiliate Staff member's noncompliance with these Bylaws, or any issues related to a Community Affiliate Staff member's delivery of quality patient care shall constitute a voluntary relinquishment of his or her Medical Staff membership without any procedural rights hereunder.

3.10.4 Responsibilities of Community Affiliate Staff. Community Affiliate Staff members must, in addition to meeting the basic obligations of Medical Staff appointment, submit to the Medical Staff, upon request, various data and outpatient clinical indicators used to benchmark, measure and evaluate care quality.

3.10.5 Section 3.11 Emeritus Staff. The Emeritus Staff shall consist of Physicians, Dentists, Podiatrists and Oral and Maxillofacial Surgeons who are not members of the Active Staff, but who are honored by the Medical Staff. These may be Physicians, Dentists and Podiatrists who have retired from the Medical Staff and who are of outstanding reputation, and may not necessarily reside in the community. Emeritus Staff members shall neither be required to serve on standing Medical Staff committees, nor be eligible to vote, or maintain liability coverage.

ARTICLE FOUR

MEDICAL STAFF OFFICERS

Section 4.1 Officers of the Medical Staff.

4.1.1 Identification. The officers of the Medical Staff shall be:

- (a) Chief of Staff.
- (b) Vice Chief of Staff.
- (c) Immediate Past Chief of Staff.

4.1.2 Qualifications. Each officer must satisfy continuously the following qualifications:

(a) Active Staff Tenure and Good Standing Status. Be in Good Standing and have been a member of the Active Staff at the time of nomination for at least four (4) years.

(b) Board Certification. Be Board Certified.

(c) Faithful Discharge of Duties. Agree to and, if elected, willingly and faithfully discharge the duties and exercise the authority of the office held by working in cooperation with the other officers of the Medical Staff, and its committees and the Chief Executive Officer and/or the Administrator.

(d) Level of Clinical Activity. Have a level of clinical activity at the Hospital substantial enough to warrant imposing the responsibility to accomplish the functions of the office sought. For purposes of this Section, "substantial" shall mean the largest portion of a Practitioner's hospital contacts with respect to Practitioner's entire practice.

(e) Demonstrated Interest in Quality Care. Have demonstrated interest in maintaining quality medical care at the Hospital.

(f) No Adverse Professional Review Actions Pending. Have no pending adverse recommendations concerning Medical Staff appointment or Clinical Privileges at any facility at which Practitioner is a medical staff member.

(g) Participation in Medical Staff Affairs. Have constructively participated in Medical Staff affairs, including peer review activities and participation on Medical Staff

committees and served on at least two (2) other Medical Staff or Hospital committees prior to nomination.

(h) Knowledge of Position. Be knowledgeable concerning the duties of the office.

(i) Communication Skills. Possess written and oral communication skills.

(j) Demonstrated Interpersonal Skills. Possess and have demonstrated the ability for harmonious interpersonal relationships.

(k) Manage Conflicts and Comply with Conflicts Policies. Comply with and agree to be subject to any conflict of interest policies adopted by the Medical Executive Committee or set forth in these Bylaws and not simultaneously serve as a Medical Staff officer or be a member of the medical executive committee of any other hospital during the term of his or her appointment.

4.1.3 Holding of Offices Simultaneously. A Practitioner may not simultaneously hold two (2) or more Medical Staff offices at the Hospital, unless this prohibition is waived by the Medical Executive Committee and the Governing Board.

4.1.4 Term of Office; Eligibility for Re-Election.

(a) All officers shall serve a term of two (2) years. Thereafter, such Practitioner shall be eligible for re-election after one (1) year has elapsed since he or she held office. Unless an exception is granted by the Medical Executive Committee, a practitioner holding office of Chief of Staff, Vice Chief of Staff, or Immediate Past Chief of Staff shall be eligible again for nomination and election after the earlier of completing his or her term as Immediate Past Chief of Staff or the expiration of one (1) year since he or she last held office.

(b) Officers assume office on the first day of the Medical Staff year following their election, except that an officer elected or appointed to fill a vacancy assumes office immediately upon election or appointment. Each officer serves until the end of his or her term, unless he or she resigns sooner or is removed from office.

4.1.5 Attainment of Office.

(a) Chief of Staff. The Chief of Staff attains office by automatic succession from the office of Vice Chief of Staff.

(b) Vice Chief of Staff. The Vice of Chief of Staff shall be elected in accordance with the process identified in Section 4.1.6 below of these Bylaws.

(c) Immediate Past Chief of Staff. The Immediate Past Chief of Staff attains office by automatic succession from the office of Chief of Staff.

4.1.6 Election Process.

(a) Nominations. The Nominating Committee shall convene prior to the annual Medical Staff meeting for the purposes of nominating one (1) qualified candidate each for the offices Vice Chief of Staff. The name of this candidate shall be forwarded to the Medical Executive Committee for review. If the Medical Executive Committee disapproves of the candidate, it shall so notify the Nominating Committee, and the Nominating Committee shall select a new candidate. If, before the election, the nominee either refuses, is disqualified from, or is otherwise unable to accept the nomination, then the Nominating Committee shall submit the name of a substitute nominee. The names of the candidates shall be published to the Medical Staff prior to the annual meeting.

(b) Nominations from the Floor. At the annual Medical Staff meeting, additional nominations of qualified candidate for the office of Vice Chief of Staff may be made from the floor. Nominations of qualified Practitioners from the floor offered and seconded shall be accepted. All such nominations must be presented with evidence of the candidate's qualifications and of his or her willingness to be nominated.

(c) Method of Election. Officers shall be elected by majority vote of those Medical Staff members in Good Standing who are in attendance at the annual meeting; provided that a quorum is present. The election of each officer shall become effective as soon as approved by the Governing Board.

(d) Run-Off Election. In any election, if there are three (3) or more candidates for an office and no candidate receives a majority vote, there shall be successive voting so that the name of the candidate receiving the fewest votes is omitted from each successive slate of candidates until a majority vote is obtained by one (1) candidate.

(e) Eligibility for Re-Election. A Medical Staff officer is eligible again for nomination and election as a Medical Staff officer after he or she has completed the rotation through to Immediate Past Chief of Staff.

4.1.7 Resignation and Removal From Office.

(a) Resignation. Any Medical Staff officer may resign at any time by giving written notice to the Medical Executive Committee. Such resignation, which may or may not be made contingent on formal acceptance, takes effect on the date of receipt or at any other time specified in it.

(b) Removal.

(i) Removal by the Governing Board. The Governing Board may remove an officer at any time during his or her term of office if, in the sole discretion of the Governing Board, it determines that the officer has failed to meet the qualifications set forth in these Bylaws for such office.

(ii) Removal by Medical Staff. The Medical Staff may remove any Medical Staff officer by two thirds (2/3) vote at a meeting at which quorum is present for: failure to meet any of the qualifications set forth herein for such office; conduct detrimental to the interests of the Hospital; or if the officer is suffering from a physical or mental infirmity that

renders the Medical Staff member incapable of fulfilling the duties of that office. Such removal shall be effective only if written notice of such proposed action is given to such officer at least ten (10) days prior to the date of the meeting at which the removal decision is made and the officer is afforded the opportunity to speak at any the Medical Executive Committee meeting prior to the taking of any vote on such removal.

4.1.8 Vacancies.

(a) Office of Past Chief of Staff. A vacancy in the Past Chief of Staff will remain vacant.

(b) Office of Chief of Staff. A vacancy in the office of Chief of Staff is filled by automatic succession of the Vice Chief of Staff who serves the remainder of the unexpired term.

(c) Office of Vice Chief of Staff. A vacancy in the office of Vice Chief of Staff is filled by appointment of a qualified Practitioner by the Medical Executive Committee. The replacement officer serves pending the outcome of a special election to be conducted as expeditiously as possible and generally in the same manner as provided in Section 4.1.6 above of these Bylaws; provided, however, that the Medical Executive Committee may determine not to call a special election if a regular election for the office is to be held within 180 days, in which case the acting officer serves only until the election results are final and the Practitioner then elected assumes office immediately.

4.1.9 Responsibilities and Authority of Officers.

(a) Chief of Staff. As the highest ranking Medical Staff officer, the Chief of Staff has the following responsibilities and authority:

(i) Preside at, and be responsible for the agenda of, all general and special meetings of the Medical Staff and of the Medical Executive Committee.

(ii) Supervise the clinical organization of the Medical Staff, coordinate the delivery of services among clinical areas, and assist the Administrator in coordinating activities of administration, nursing, support, and other personnel with the Medical Staff.

(iii) Appoint members, clinical service leads, and assign chairs to all special and standing committees of the Medical Staff in accordance with Appendix A of these Bylaws.

(iv) To the extent required by the Hospital's corporate bylaws, serve as a non-voting, ex-officio member of the Governing Board.

(v) Represent the views, policies, needs and grievances of the Medical Staff to the Chief Executive Officer and/or the Administrator and the Governing Board.

(vi) Act as a spokesman for the Medical Staff and its external professional and public relations.

(vii) Serve as Chair of the Medical Executive Committee and as a non-voting, ex-officio member of all other standing Medical Staff committees, unless otherwise so provided in the statement of the committee's composition.

(viii) Be responsible for the enforcement of these Bylaws, the Rules and Regulations, the Credentialing Policy, the Allied Health Professional Credentialing Policy, and any other policy of the Medical Staff, for implementation of sanctions where these are indicated, and for the Medical Staff's compliance with procedural safeguards in all instances where corrective action has been requested against a Practitioner.

(b) Vice Chief of Staff. As the second ranking Medical Staff officer, the Vice Chief of Staff has the following responsibilities and authority:

(i) Assume all of the duties and responsibilities and exercise all of the authority of the Chief of Staff when the latter is temporarily or permanently unable to accomplish the same.

(ii) Serve as a voting member of the Medical Executive Committee.

(iii) Serve as Chair and a voting member of the Credentials Committee.

(iv) Perform such additional duties and exercise such authority as may be assigned or granted by the Chief of Staff, the Medical Executive Committee, the Governing Board, or in these Bylaws or other Medical Staff or Hospital policies.

(c) Immediate Past Chief of Staff. The Immediate Past Chief of Staff has the following responsibilities and authority:

(i) Serve as a voting member of the Medical Executive Committee.

(ii) Serve as chair of the Nominating Committee (iii) Serve as an advisor to the Chief of Staff and other officials and committees of the Medical Staff.

(iv) Perform such additional duties as may be assigned by the Chief of Staff, or by the Medical Executive Committee.

ARTICLE FIVE

MEDICAL STAFF MEETINGS

Section 5.1 Types of Medical Staff Meetings.

5.1.1 Annual Meetings. The annual meeting of the Medical Staff shall be the last meeting before the end of the Medical Staff year. At this meeting, the retiring officers and standing Medical Staff committees shall make such reports as may be desirable and officers shall be elected.

5.1.2 Regular Meetings. The Medical Staff shall meet at least quarterly for the purpose of reviewing and evaluating standing Medical Staff committee reports and to act on any matters placed on the agenda by the Chief of Staff.

5.1.3 Special Meetings. Special meetings of the Medical Staff may be called at any time by the Governing Board, the Chief Executive Officer, the Administrator, the Chief of Staff or the Medical Executive Committee, or pursuant to a petition signed by not less than one-third (1/3) of the members of the Active Staff who are in Good Standing. Members of the Medical Staff eligible to vote shall be provided at least a twenty-four (24) hour notice stating the place, day, hour and purpose of any special meeting of the Medical Staff. No business shall be transacted at any special meeting except that which is stated in the notice calling the meeting.

Section 5.2 Attendance Requirements.

5.2.1 General. Each member of the Active and Associate Staff is expected to attend the Medical Staff meetings unless excused by reason of illness, planned absence, or a medical or personal emergency. Unless reason is provided to either the Medical Staff Office or the Chief of Staff, the absence will be deemed unexcused. The number of excused and unexcused absences will be evaluated as part of each Medical Staff member's reappointment or more frequently, if circumstances so warrant.

5.2.2 Penalties for Failure to Attend Meetings. Unexcused absences by an active or associate Staff member at more than one-half of required meetings of a department, committee, section or the Medical Staff in any credentialing cycle results in:

- A one-year probationary period for the first occurrence in a credentialing cycle;
- A one-week suspension and additional one-year extension of the probationary period for the second occurrence in a credentialing cycle

- or a two-week suspension and additional one-year extension of the probationary period for the third occurrence in a credentialing cycle

Section 5.3 Provisions Common to All Meetings.

5.3.1 Notice of Meetings. Except as otherwise provided herein, members of the Medical Staff shall be informed in advance of all monthly Medical Staff meetings by way of the meeting calendar posted in the Hospital physician lounge.

5.3.2 Quorum. A quorum shall consist of those Medical Staff members in Good Standing present at any regular or special meeting. Once a quorum has been found, the business of the meeting may continue and all actions taken shall be binding even though less than a quorum exists at a later time in the meeting.

5.3.3 Voting. A simple majority of those members eligible to vote at a meeting at which quorum is present shall be sufficient to take action.

5.3.4 Minutes. Minutes of each meeting of the Medical Staff shall be prepared and shall include a record of the attendance of members and the vote taken on each matter. The minutes shall be signed by the presiding officer and copies distributed to committee members at each meeting as appropriate. Original copies of all minutes shall be maintained by the Medical Staff.

5.3.5 Rules of Order. Whenever they do not conflict with these Bylaws, the currently revised Robert's Rules of Order shall govern all meetings.

ARTICLE SIX

MEDICAL STAFF COMMITTEES

Standing Committees of the Medical Staff shall be established to assure Medical Staff responsibility for such functions as pharmacy and therapeutics, infection control, utilization review, patient care evaluation, and the maintenance of complete medical records. The provisions of these Bylaws governing Medical Staff committees shall be described in Appendix A, which shall be incorporated herein as part of these Bylaws.

ARTICLE SEVEN

CONFIDENTIALITY, IMMUNITY AND RELEASES

Section 7.1 Authorizations and Conditions. By applying for, or exercising Clinical Privileges or providing specified patient care services within the Hospital, a Practitioner:

7.1.1 Specifically authorizes, and shall execute such additional authorizations or releases as are requested by the Hospital to permit the Hospital and all Hospital Representatives to consult with any Third Party who may have information bearing on the Practitioner's professional qualifications, credentials, clinical competence, character, mental or emotional stability, physical condition, ethics, behavior, or any other matter reasonably having a bearing on the Practitioner's satisfaction of the criteria for initial and continued appointment to the Medical Staff. This authorization shall cover the right to inspect or obtain any communication, report, record, statement, document, or recommendation of said Third Party. The Practitioner also

specifically authorizes said Third Party to release the information to the Hospital and any Hospital Representative upon request. Failure to execute additional authorizations requested by the Hospital shall be grounds to discontinue processing a pending application, or, if the Practitioner is a Medical Staff member, such refusal shall constitute a voluntary relinquishment of his or her Medical Staff membership without any procedural rights hereunder.

7.1.2 Consents to the presence of Hospital Representatives at any meeting of the Medical Staff or any committee, subcommittee or ad hoc committee of the Medical Staff and authorizes the disclosure of any and all peer review information set forth in the Practitioner's credentials file, any reports prepared by the Hospital in connection with any peer review activity, and any other information regarding the Practitioner among the Hospital, KHS, and other hospitals operated by KHS at which the Practitioner has applied for and/or attained Medical Staff membership. Any peer review information released pursuant to this section shall be treated as confidential by the entity receiving such information in accordance with applicable law. To the extent that information to be released contains patient health care information, the Hospital shall, when required to do so by law, take any and all actions to de-identify such information prior to release.

7.1.3 Specifically authorizes the Hospital, and any Hospital Representative to release such information to other hospitals, health care facilities and their agents who solicit such information for the purpose of evaluating the Practitioner's professional qualifications pursuant to a request for appointment, reappointment and/or privileges.

SECTION 7.2 RELEASE FROM LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW AND AS AN EXPRESS CONDITION OF SEEKING APPOINTMENT OR REAPPOINTMENT TO THE MEDICAL STAFF, THE PRACTITIONER RELEASES FROM ANY AND ALL LIABILITY, AND EXTENDS ABSOLUTE IMMUNITY TO THE HOSPITAL AND ALL HOSPITAL REPRESENTATIVES, WITH RESPECT TO ANY ACTS, RECOMMENDATIONS, COMMUNICATIONS AND/OR DISCLOSURES INVOLVING THE PRACTITIONER THAT ARE TAKEN IN GOOD FAITH AND WITHOUT MALICE IN SUBSTANTIAL COMPLIANCE WITH THE PROCEDURES SET FORTH IN THESE BYLAWS, INCLUDING, WITHOUT LIMITATION, ANY ACTS, RECOMMENDATIONS, COMMUNICATIONS OR DISCLOSURES CONCERNING THE FOLLOWING:

7.2.1 Applications for initial appointment or requests for Clinical Privileges, including temporary privileges.

7.2.2 Applications for reappointment or changes in Clinical Privileges.

7.2.3 Suspensions or reductions of privileges or revocation of appointment or any other disciplinary sanction, including, without limitation, summary suspension.

7.2.4 Hearings and appellate reviews.

7.2.5 Medical care evaluations.

7.2.6 Utilization reviews.

7.2.7 Other activities relating to the quality of patient care or professional conduct.

7.2.8 Any inquires made concerning the Practitioner's professional qualifications, credentials, clinical competence, character, mental or emotional stability, physical condition, ethics or behavior.

7.2.9 Any other action taken that might directly or indirectly relate to the Practitioner's competence, patient care, or the orderly operation of Hospital or any other hospital or health care facility.

7.2.10 Any release of information made pursuant to Section 7.5 of these Bylaws or any other part set forth in these Bylaws, including, without limitation, the Credentialing Policy.

Section 7.3 Indemnification.

7.3.1 By a Practitioner. Practitioner shall indemnify and hold harmless the Hospital, any Hospital Representative, and any Third Party from any claims, liabilities, costs and expenses, including without limitation, reasonable attorney's fees and costs incurred in defending against any claim or action released by Practitioner pursuant to these Bylaws.

7.3.2 By KHS and/or the Hospital. To the extent that a Medical Staff member who (i) is serving as an officer of the Medical Staff, serving as a Medical Staff committee chair, or performing a quality assessment or peer review activity at the request of an officer, a Medical Staff committee chair or the Hospital, or (ii) is or was serving as a member of any committee duly constituted under these Bylaws or the Rules and Regulations, or the other committees created by action of the Medical Staff or the Hospital's Governing Board; has been successful on the merits or otherwise in the defense of a legal proceeding (including, without limitation, the settlement, dismissal, abandonment or withdrawal of any action where he does not pay or assume any material liability), or in connection with any claim, issue or matter therein, KHS and/or the Hospital shall indemnify such Medical Staff member for expenses actually incurred by him or her in connection with such proceeding to the extent that he was a party to the proceeding because of his responsibilities as an officer of the Medical Staff or a member of a Medical Staff committee or otherwise engaged in activities provided for or required of medical staff members by these bylaws, policies or procedures of the Governing Board or by law. The indemnification provided for in this Section 7.3.2 of these Bylaws is not intended to extend to any Medical Staff members' individual actions or activities that occur outside the authorized or appropriate Medical Staff responsibilities or activities. KHS and/or the Hospital further is authorized, upon written request by such an officer or committee member who is named as a party in any claim or litigation, to pay or reimburse such Medical Staff member's reasonable expenses as incurred if the Medical Staff member provides KHS and/or the Hospital with the following:

(a) A written affirmation of the Medical Staff member's good faith belief that he or she has not breached or failed to perform duties owed to KHS and/or the Hospital; and

(b) A written acknowledgement to repay to KHS and/or the Hospital, expenses reimbursed or advanced if it is found that indemnification provided for under these Bylaws would not have been provided by KHS and/or the Hospital as permitted or required.

7.3.3 Discretionary Indemnification by KHS and/or the Hospital. In cases not included under Section 7.3.2, and in addition to any reimbursement of expenses incurred, KHS and/or the Hospital may indemnify any Medical Staff member described above in Section 7.3.2 against liability incurred by such Medical Staff member in a proceeding to which the Medical Staff member was a party because of his position as a Medical Staff officer or member of a Medical Staff committee, unless liability was incurred because the Medical Staff member breached or failed to perform a duty he owes to KHS and/or the Hospital and the breach or failure to perform constitutes any of the following:

(a) A willful failure to deal fairly with anyone, including the Hospital, its directors, officers, employees, agents, other Medical Staff members or Practitioners, in connection with a matter in which the Medical Staff member has a conflict of interest as defined in these Bylaws and in any policies adopted by the Governing Board;

(b) A violation of any federal, state or local law, unless the Medical Staff member had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful;

(c) A transaction from which the Medical Staff member derived an improper personal profit; or

(d) Willful misconduct.

Indemnification under this Section 7.3.3 is not required to the extent that a Medical Staff member described above in Section 7.3.2 has previously received or has entitlement to indemnification, reimbursement or allowance of expenses or payment for liability responsibility from any party, including insurance companies or KHS and/or the Hospital, in connection with the same proceeding.

7.3.4 Purchase of Insurance. KHS and/or the Hospital may, in its sole discretion, purchase and maintain insurance on behalf of itself and any Medical Staff member who currently is or was a member of the Medical Staff, to the extent that such Medical Staff member is insurable and such insurance coverage can be secured by KHS and/or the Hospital at rates and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Governing Board, and whose determination shall be conclusive, against liability asserted against or incurred by him or her in any such capacity or arising out of his status as such, whether or not KHS and/or the Hospital would have the power to indemnify him or her against such liability under the provisions of Section 7.3 of these Bylaws.

Section 7.4 Releases. Each Practitioner shall, upon request of the Hospital, execute general and specific releases in accordance with the tenor and import of this Article Seven of these Bylaws, subject to the requirements that Hospital act in good faith, with an absence of malice and that there has been substantial compliance with the procedures set forth in these Bylaws.

Section 7.5 Cumulative Effect. Provisions in these Bylaws, and in application forms relating to authorizations, confidentiality of information and immunities from liability shall be in addition

to other specifications provided by law and not in limitation thereof, and in the event of conflict, the applicable law shall be controlling.

ARTICLE EIGHT

CONFLICT OF INTEREST

Section 8.1 Responsibility to Raise A Conflict of Interest Issue. Any Medical Staff member with actual knowledge of a potential conflict shall raise the purported or possible conflict of interest issue with the committee chair and present the factual basis for raising the purported or possible conflict of interest. Medical Staff members shall abide by the decision of the appropriate Medical Staff leadership or authority as to whether a disqualifying conflict of interest exists. It is presumed for the purpose of these Bylaws, that members of the same medical specialty and those serving on committees may, to a limited degree, possess an element of professional competition with each other. This fact, by itself, will not presume the existence of a conflict of interest for the purposes of these Bylaws. As a matter of procedure, the committee chair designated to make a conflict of interest review shall inquire, prior to any discussion of the matter, whether any committee member has any conflict of interest or bias.

Section 8.2 Limitation on Activities Due to A Conflict of Interest. In any instance where a Medical Staff officer, committee chair, or a member of any Medical Staff committee has, or reasonably could be perceived to have, a conflict of interest or to be biased in any matter involving another Medical Staff member that comes before such Medical Staff member or committee, or in any instance where a Medical Staff member or committee member responsible for bringing the complaint against a Medical Staff member is serving as a committee member of the body charged with, or in a capacity which requires, the review of such complaint, such Medical Staff member or committee member shall not participate in the discussion or voting on the matter. Such Medical Staff member shall be excused from any meeting during that time in which the matter is being discussed or acted upon, although the Medical Staff member or committee member may be asked, and may answer, any questions concerning the matter before leaving.

ARTICLE NINE

HISTORY AND PHYSICAL EXAMINATIONS

Section 9.1 General:

The attending Physician is responsible for the H&P and its recording within 24 hours of admission. If an H&P has been completed within 30 days prior to admission, a durable, legible copy of this report may be used in the patient record, as long as an admission note is made documenting the continued accuracy of the H&P or any changes that may have occurred. For patients admitted for outpatient surgery, the short form H&P may be used.

The medical history shall include:

- a) the chief complaint,
- b) details of the present illness,
- c) relevant past, social and family histories (appropriate to the patient's age),
- d) an inventory by body systems,

- e) a report of the physical examination,
- f) a statement on the conclusions or impressions drawn from the H&P,
- g) a statement on the course of action planned

Section 9.2 Newborn and Pediatrics:

Pediatric cases must include documentation of immunization status. The admission examination for normal newborns shall be recorded within 24 hours of admission. The discharge note shall be completed before the infant is discharged from the Hospital. The examining Physician shall record the impression at admission and discharge diagnosis authenticating the date and time of both.

Section 9.3 Obstetrics:

- a) Obstetrical records shall include all prenatal information.
- b) An original or a durable legible reproduction of the office or clinic prenatal record is acceptable, but must be updated, signed and dated, since the last office visit. An admitting progress note with reference to the prenatal course, fetal heart tones, and any other pertinent prenatal information is acceptable.
- c) All patients who abort should have a record of blood type on the chart to ascertain the need for RhoGAM.

Section 9.4 Surgery/Special Procedures:

- a) An H&P is a prerequisite to surgery and endoscopy, whether such surgery is major or minor. Each Physician performing surgery must themselves record the H&P or must document that they concur with a documented H&P that has been completed within the last 7 days, noting that there are no significant changes.
- b) When the H&P is not recorded before an operation or any potentially hazardous diagnostic procedure, the procedure shall be canceled, unless the attending Practitioner states such delay would be detrimental to the patient.
- c) An H&P must be present on the chart prior to the surgery or procedure (exception; local procedures which shall include pre-op diagnosis and plan of care). If the H&P is dictated and not present on the medical record before surgery or procedure, a summary noting any recent health problems and any pertinent medical/surgical history must be in the patient's record. The responsible Physician shall record a pre-operative diagnosis and reason for the operation in the progress note prior to the surgery or procedure.
- d) Patients admitted primarily for oral and maxillofacial, podiatric or dental care must have an H&P performed and authenticated by a Physician member of the Medical Staff. The Physician member of the Medical Staff shall be responsible for all medical problems and treatment modalities during the course of the patient's hospitalization. An H&P describing the patient's oral and maxillofacial, podiatric, and dental problems must also be included in the record by the responsible Oral and Maxillofacial Surgeon, Podiatrist or Dentist.

A short form H&P may be utilized only for outpatients admitted for surgery, local procedures or procedures requiring moderate sedation.

Any preoperative procedure may be waived if, in the judgment of the attending or operating Practitioner, the risk of delay endangers the patient's life.

The surgery clinical service area shall have policies for surgical Privileges for each Medical Staff member and shall maintain a confidential file that specifies each Medical Staff member's surgical Privileges

ARTICLE TEN

ADOPTION AND AMENDMENT

Section 10.1 Adoption of Bylaws. These Bylaws will be reviewed at least every two (2) years by the Medical Executive Committee. These Bylaws shall be adopted and approved by the majority vote of the Medical Staff in attendance at a meeting at which a quorum is present and made effective upon approval by the Governing Board, and shall supersede and replace any and all previous Bylaws, and henceforth all activities and actions of the Medical Staff and each Medical Staff member exercising Clinical Privileges at the Hospital shall be taken under and pursuant to the requirements of these Bylaws.

Section 10.2 Amendment of Bylaws.

10.2.1 Medical Staff Action.

(a) The amendment of these Bylaws shall require the submission of a proposed change to the Medical Executive Committee.

(b) If the Medical Executive Committee determines not to recommend the proposed change, this recommendation shall be forwarded to the individual Medical Staff member or committee that requested the proposed change.

(c) If the Medical Executive Committee approves the proposed amendment, the proposed amendment will be submitted as information for discussion at any regular meeting of the Medical Staff.

(d) This amendment is then voted on at the next regular or special Medical Staff meeting called for such a purpose.

(e) To be adopted, an amendment shall be approved by a majority of the Medical Staff members present at a meeting at which a quorum is present.

(f) Amendments so made shall become effective when approved by the Governing Board. They shall, when adopted and approved, be equally binding upon the Governing Board and the Medical Staff.

10.2.2 Governing Board Action. The adoption or amendment of these Bylaws shall become effective only upon the approval of the Governing Board.

Section 10.3 Resolution of Disputes. In the event that a dispute arises between the Governing Board and the Medical Staff regarding the adoption or amendment of these Bylaws, the Governing Board shall create a Joint Conference Committee in which half of the members shall be appointed by the Governing Board and the other half of the members shall be appointed by the Medical Staff. The Joint Conference Committee shall make attempts to resolve said dispute and shall provide its report and any recommendations to the Governing Board within the time frames prescribed by the Governing Board.