SGMC BERRIEN CAMPUS

LLP/AHP MANUAL

TABLE OF CONTENTS

Description	Page
CERTAIN DEFINITIONS	2
ARTICLE I - NAME	5
ARTICLE II - PURPOSE	6
ARTICLE III – LLP/AHP APPOINTMENT & SMA AUTHORIZATION	7
ARTICLE IV – SPONSORING PHYSICIANS/PRACTITIONERS	13
ARTICLE V – CLINICAL PRIVILEGES AND FUNCTIONS	15
ARTICLE VI – STAFF MEMBER ASSISTANT AUTHORIZATION	21
ARTICLE VII – PROCEDURES RELATING TO LLP/AHP APPOINTMENT, CLINICAL PRIVILEGES, CLINICAL FUNCTIONS & SMA AUTHORIZATION	23
ARTICLE VIII – CORRECTIVE ACTION	38
ARTICLE IX – GRIEVANCE PROCEDURE	44
ARTICLE X – DISPUTE RESOLUTION	46
ARTICLE XI – CONFIDENTIALITY AND INDEMNIFICATION	48
ARTICLE XII – ADOPTION AND AMENDMENT OF MANUAL	51
APPENDIX A – LIMITED LICENSE PROFESSIONALS	53
APPENDIX B – ALLIED HEALTH PROFESSIONALS	54
APPENDIX C – STAFF MEMBER ASSISTANTS	55

CERTAIN DEFINITIONS

"Administration" means the Hospital Administrator and administrative staff.

"Administrator" means the Administrator regularly employed by the Board to act on its behalf in the overall management of the Hospital or anyone to whom the Administrator delegates the function of Hospital Administrator hereunder, with the approval of the Board.

"Allied Health Professional" or "AHP" means an individual licensed in the State of Georgia to specialize in one or more areas of healthcare delivery under the supervision and responsibility of a Physician (such as, but not limited to, physician's assistants, nurse midwives, certified registered nurse anesthetists, etc.). Such persons may not exercise Clinical Privileges but may provide certain direct patient care services and exercise Clinical Functions in the Hospital as provided in this Manual.

"Applicant" means an individual applying for Clinical Functions, Clinical Privileges or SMA Authorization.

"Board" means the Board of Trustees of the Hospital Authority.

"Bylaws" means the Bylaws of the Medical Staff of the Hospital, unless otherwise specified.

"Chief Executive Officer" means the Chief Executive Officer ("CEO") regularly employed by the Board to act on its behalf in the overall management of the Hospital or anyone to whom the CEO delegates the function of Hospital CEO hereunder, with the approval of the Board.

"Chief of the Medical Staff" or "Chief of Staff" means the Chief Officer of the Medical Staff elected by Staff Members.

"Clinical Functions" means the duty or permission to provide one or more direct patient care services in the Hospital at the request or direction, and under the supervision of a Physician.

"Clinical Privileges" means the duty or permission to independently provide direct patient care services within well-defined limits, based on the individual's professional license, experience, demonstrated competence, ability and judgment. Clinical Privileges includes full right of access to those Hospital resources, equipment, facilities, and personnel reasonably necessary to effectively provide patient care services.

"Committee" means any standing or special committee or steering council of the Medical Staff or the Hospital.

"Dentist" means any Doctor of Dental Surgery (D.D.S.) or Doctor of Dental Medicine (D.M.D.) fully licensed by the Georgia Board of Dentistry to practice Dentistry.

"Department" means any clinical department of the Medical Staff.

"Grievance Procedure" means the grievance procedures described in Article IX of this Manual.

"Health Care Quality Improvement Act" or "HCQIA" means the Health Care Quality Improvement Act of 1986, 42 U.S.C. § 11101 et seq., as amended from time to time.

"Hospital" means the hospital facility owned and operated by the Hospital Authority under the name SGMC Berrien Campus.

"Hospital Authority" means the Hospital Authority of Valdosta and Lowndes County, Georgia or the Board of Trustees of the Hospital Authority as the context may require.

"Information" means records of proceedings, minutes, other records, reports, memoranda, statements, recommendations, data and other disclosures whether in written or oral form relating to any of the subject matters.

"Limited License Professional" or "LLP" means an individual, other than a Physician, Oral or Maxillofacial Surgeon or Dentist, who is licensed in the State of Georgia to specialize in podiatry or psychology. To the extent authorized by the Board, Limited License Professionals may apply for Clinical Privileges and exercise such Clinical Privileges as may be granted pursuant to the Bylaws.

"Manual" or "LLP/AHP Manual" means this Limited License Professional and Allied Health Professional Manual.

"Medical Director" means the individual serving as a physician-member of the Administration in the dual capacity of Chief Medical Officer and Director of Medical Affairs, pursuant to a position description approved by the Board and the Medical Executive Committee.

"Medical Staff" or "Staff" means the Physicians, Oral or Maxillofacial Surgeons and Dentists who have been admitted to the Medical Staff of the Hospital in their respective capacities.

"Medical Executive Committee", "MEC", or "Executive Committee" means the Executive Committee of the Medical Staff, unless otherwise specified. The Medical Executive Committee shall constitute the governing body of the Medical Staff.

"Oral or Maxillofacial Surgeon" means any Dentist who has successfully completed a post-graduate oral-maxillofacial surgery program accredited by the American Board of Oral and Maxillofacial Surgery.

"Physician" means any Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.) who is fully licensed in the State of Georgia to practice medicine.

"Prerogative" means a participatory right granted, by virtue of LLP/AHP Appointment or otherwise, to a LLP or AHP and exercisable subject to the conditions imposed in this Manual and in other Hospital Authority and Medical Staff Policies.

"Practitioner" means:

(a) Any Physician, Oral or Maxillofacial Surgeon or Dentist applying for or exercising Clinical Privileges under the Bylaws;

(b) Such a person who does not exercise Clinical Privileges but who is a Staff Member assigned to the Honorary Staff; or

(c) A Limited License Professional where the Board has authorized the application for and the exercise of Clinical Privileges by such Limited License Professionals.

"Representative" means any individual authorized by any of the following to perform specific Information gathering or disseminating functions: (a) the Board and any member or committee thereof; (b) the Administrator; (c) the Medical Staff; or (d) any Staff Member, Officer, Department, or Committee thereof.

"Sponsoring Physician(s)" means the physicians who meet the qualifications stated in Article IV of this Manual and assume the responsibilities and obligations of supervising Allied Health Professional(s) in the Hospital.

"Sponsoring Practitioner(s)" means the Practitioners who meet the qualifications stated in Article IV of this Manual and assume the responsibilities and obligations of supervising SMA(s) in the Hospital.

"SMA Authorization" means the permission to provide services in an assistive capacity in the Hospital at the request and direction and under the direct supervision of a Practitioner who maintains Hospital Clinical Privileges.

"Staff Member Assistant" or "SMA" means an individual, who is not a Staff Member, but works in an assistive capacity with a Practitioner who maintains Clinical Privileges at the Hospital.

"Staff Member" means a member of the Medical Staff.

"Staff Membership" means the status of being a Staff Member.

Terms not otherwise defined in this Manual shall be defined as set forth in the Bylaws.

ARTICLE I - NAME

The name of this Manual shall be the SGMC Berrien Campus Limited License Professional and Allied Health Professional Manual.

ARTICLE II - PURPOSE

A. The primary purpose of this Manual is to provide the organizational framework within which to:

1) Define the LLPs, AHPs and SMAs who are permitted to provide services in the Hospital and define a process for determining the need for additional categories of LLPs, AHPs and SMAs;

2) Define the application process for LLPs, AHPs and SMAs;

3) Provide oversight of care, treatment and services provided by LLPs, AHPs and SMAs in the Hospital;

4) Provide a uniform quality of patient care, treatment and services for those patients admitted to or treated in or by any of the facilities, departments, or services of the Hospital Authority, consistent with resources locally available; and

5) Foster a high level of professional performance and ethical conduct through appropriate delineation of the Clinical Privileges or Clinical Functions that each LLP or AHP may exercise in the Hospital, and through an ongoing evaluation and review of each LLP's and AHP's performance in the Hospital.

B. The purposes for promulgating this Manual do not include the establishment of a higher standard of patient care than that otherwise required by law.

C. This Manual does not constitute a contract between the Hospital Authority and any LLP, AHP or SMA.

ARTICLE III – LLP/AHP APPOINTMENT & SMA AUTHORIZATION

A. Categories of LLPs, AHPs and SMAs

Only those specific categories of LLPs and AHPs that have been approved by the Board shall be permitted to practice at the Hospital. Authorization for LLPs to exercise Clinical Privileges, authorization for LLPs or AHPs to exercise Clinical Functions and authorization for SMAs to assist Practitioners in the Hospital shall only be extended if the Board, after formal consultation with the Medical Executive Committee, deems such authorizations to be necessary to the proper care and treatment of patients.

1) LLPs

A current listing of the specific categories of LLPs is attached to this Manual as Appendix A. This Appendix A may be modified or supplemented by action of the Board after receiving the recommendations of the Medical Executive Committee without the necessity of further amendment of this Manual.

2) AHPs

A current listing of the specific categories of AHPs is attached to this Manual as Appendix B. This Appendix B may be modified or supplemented by action of the Board after receiving the recommendations of the Medical Executive Committee without the necessity of further amendment of this Manual.

3) SMAs

A current listing of the specific categories of SMAs who are permitted to provide services in the Hospital only under the direct supervision of a Sponsoring Practitioner is attached to this Manual as Appendix C. This Appendix C may be modified or supplemented by action of the Board after receiving the recommendations of the Medical Executive Committee without the necessity of further amendment of this Manual.

B. Nature of Appointment/Authorization

LLP/AHP Appointment and SMA Authorization confer privileges and Prerogatives, but only as stated in this Manual and the Bylaws. LLP/AHP Appointment and SMA Authorization shall be extended only to those professionally competent LLPs and AHPs as are deemed by the Staff and the Board to be necessary for the proper care and treatment of patients. An LLP, AHP or SMA is neither an employee nor an independent contractor of the Hospital Authority by virtue of this Manual. Except as specifically agreed to by contract between the Hospital Authority and an LLP, AHP, or SMA, LLP/AHP Appointment and/or Clinical Privileges or Clinical Function and SMA Authorization shall be granted, modified or terminated only for reasons directly related to the delivery of quality patient care or for other reasons specified in this Manual and only according to the procedures outlined in this Manual.

C. Department Assignment

Each LLP and AHP shall be assigned to the appropriate Department by the LLP/AHP Committee. The Sponsoring Physician(s), if applicable, shall be a member of the Department to which the LLP or AHP is assigned. Each Department shall: (1) monitor the performance of the LLPs and AHPs assigned to that Department; and (2) ensure that the LLPs and AHPs assigned to that Department are acting within the scope of Clinical Privileges granted to the LLP or the Clinical Functions that were granted to the LLP or AHP; and (3) develop the criteria and guidelines to be used in credentialing and monitoring LLPs and AHPs in the Department.

D. Threshold Criteria for Appointment/Authorization

1) To be eligible to apply for initial appointment or reappointment as an LLP or AHP or SMA Authorization, an individual must:

a) Be an LLP, AHP or SMA;

b) If seeking to practice as an AHP or SMA, have a current supervision agreement with a Sponsoring Physician who requests the Hospital to grant AHP Appointment and Clinical Privileges or SMA Authorization to the individual;

c) If applying as an AHP, is employed by, or have an agreement with one or more Sponsoring Physician(s) who will supervise the AHP's practice in the Hospital in compliance with Article IV hereof;

d) If applying as an AHP, provide a written agreement signed by the Sponsoring Physician(s), whereby the Sponsoring Physician(s):

i) Assumes responsibility for observing, directing, and evaluating the work, records, and practices of the AHP in accordance with Article IV of this Manual;

ii) Acknowledges that he or she is legally responsible for all acts of the AHP;

iii) Is continuously available to provide consultation to the AHP when requested and to intervene when necessary;

iv) Assumes total responsibility for the care of any patient when requested by the AHP or required by this Manual, the Medical Staff Bylaws, Policies or Rules and Regulations, or in the interest of patient care;

v) Affirms that the range of medical services set forth in the AHP's job description and Delineation of Clinical Functions are consistent with the skills and training of the Sponsoring Physician(s) and the AHP; and

vi) Agrees to authenticate and countersign all orders and other entries recorded by the AHP in the medical records of all patients seen or treated by the AHP within the time frames established by Medical Staff Bylaws, Policy or Rule or Regulation from time to time.

e) If applying as a SMA, provide an application signed by the Sponsoring Practitioner(s), whereby the Sponsoring Practitioner(s):

i) Assumes responsibility for directing and supervising the work and practices of the SMA in accordance with Article IV of this Manual;

ii) Acknowledges that he or she is legally responsible for all acts of the SMA; and

iii) Acknowledges that the SMA may only assist the Sponsoring Practitioner(s) and may not interact with patients unless the Sponsoring Practitioner(s) is/are present.

f) If the individual is an AHP, have a current, unrestricted license as an AHP in Georgia and have never had a license to practice denied, restricted, revoked or suspended by any state licensing agency, have never agreed not to exercise a license to practice in any state or not to reapply for such a license to avoid a restriction, revocation, suspension, or denial, and have never withdrawn an application for a license to practice in any state in order to avoid denial of such a license;

g) If the individual is an LLP, have a current, unrestricted license as a LLP in Georgia and have never had a license to practice denied, restricted, revoked or suspended by any state licensing agency, have never agreed not to exercise a license to practice in any state or not to reapply for such a license to avoid a restriction, revocation, suspension, or denial, and have never withdrawn an application for a license to practice in any state in order to avoid denial of such a license;

h) If the individual is a SMA who is licensed, have a current, unrestricted license in his/her discipline in Georgia and have never had a license to practice denied, restricted, revoked or suspended by any state licensing agency, have never agreed not to exercise a license to practice in any state or not to reapply for such a license to avoid a restriction, revocation, suspension, or denial, and have never withdrawn an application for a license to practice in any state in order to avoid denial of such a license;

i) If the individual is a SMA who is not licensed, have never had a license to practice denied, restricted, revoked or suspended by any state licensing agency, have never agreed not to exercise a license to practice in any state or not to reapply for such a license to avoid a restriction,

revocation, suspension, or denial, and have never withdrawn an application for a license to practice in any state in order to avoid denial of such a license;

j) Where applicable to his or her licensure and practice, have a current, unrestricted DEA registration;

k) If the individual is an LLP, maintain a functional office within Lowndes County, Georgia, and a residence within a thirty-minute drive (legal driving speed) of the Hospital;

l) Have current, valid professional liability insurance coverage in a form and in amounts satisfactory to the Board as established by Hospital Authority policy, as adopted by the Board from time to time after consultation with the Medical Executive Committee;

m) Have never been convicted of Medicare, Medicaid, or other federal or state governmental or private third-party payor fraud or program abuse, nor have been required to pay civil penalties for the same;

n) Have never been, and are not currently, excluded or precluded from participation in Medicare, Medicaid, or other federal or state governmental healthcare programs;

o) Have never had appointment, clinical privileges or clinical functions denied, restricted, revoked, relinquished, or terminated by any healthcare facility or health plan for reasons related to clinical competence or professional conduct and have never agreed not to exercise clinical privileges or clinical functions or not to reapply for appointment, clinical privileges or clinical functions at any hospital or facility to avoid denial, restriction, revocation, suspension, or termination of membership, appointment, clinical privileges and/or clinical functions, and have never withdrawn an application for membership, clinical privileges or clinical functions at any hospital or facility to avoid denial of such membership, appointment, clinical privileges, or clinical functions;

p) Have never been convicted of, or entered a plea of guilty or no contest to any misdemeanor relating to controlled substances, illegal drugs, insurance or healthcare fraud or abuse or violence, or any felony;

q) If applying for LLP appointment with Clinical Privileges, agree to fulfill all responsibilities regarding emergency call;

r) If applying for LLP appointment with Clinical Privileges, have or agree to make coverage arrangements with other LLPs of the same specialty for those times when the individual will be unavailable;

s) If the individual is an LLP, have demonstrated that the individual graduated from a school accredited by the Council on Podiatric Medical Education or the American Psychological Association, as applicable.

t) If the individual is an AHP, have demonstrated that the individual graduated from a school accredited by: the Accreditation Review Commission on Education for the Physician Assistant; the Accreditation Commission for Midwifery Education; the Council on Accreditation of Nurse Anesthesia Education Programs; or the Commission on Accreditation of Allied Health Education Programs, as applicable.

E. Effect of Other Affiliations

No individual shall be automatically entitled to LLP or AHP Appointment or SMA Authorization merely because he or she: 1) Is licensed to practice in this or any other state; 2) Is a member of any professional organization; 3) Had, or presently has, staff membership, appointment, clinical privileges, or clinical functions at another healthcare facility or in another practice setting.

F. Prohibited Criteria

LLP/AHP Appointment or SMA Authorization shall not be granted or denied on the basis of race, color, religion, sex, disability, national origin, handicap, or age, and shall not be granted or denied arbitrarily, capriciously or on any unlawful or irrational basis.

G. LLP and AHP Responsibilities

Each LLP and AHP shall:

1) provide his or her patients with care at the generally recognized professional level of quality and efficiency applicable to LLPs or AHPs (as applicable) of the same specialty practicing at the Hospital;

2) provide care to patients within the scope of the Clinical Privileges or Clinical Functions he/she has been authorized to exercise by the Board;

3) abide by this Manual, and as applicable, abide by the Bylaws, Policies, and Rules and Regulations of the Medical Staff and the Hospital Authority, as the same may be amended from time to time;

4) discharge such LLP/AHP, Department, Committee and Hospital functions for which he or she is responsible by appointment, election, or otherwise;

5) prepare and complete in a timely manner, the records that are essential for providing quality patient care to all patients to whom he or she in any way provides care in the Hospital;

6) abide by the ethical principles of his or her profession;

7) comply with all applicable laws and regulations;

8) notify the Administrator within thirty (30) days of the initiation of any malpractice or liability action against him or her and any settlement or conclusion of such action;

9) notify the Administrator within thirty (30) days of any action taken by any hospital or healthcare entity that affects or could affect the LLP's or AHP's exercise of clinical privileges or clinical functions at a hospital or healthcare facility;

10) act in accordance with the job description or protocol agreement filed by the Sponsoring Physician with the appropriate certifying or licensing agency, if applicable; and

11) cooperate with the LLP/AHP Committee, Medical Executive Committee, the Administration and the Board on matters relating to patient care and the orderly operation of the Hospital, in keeping with sound quality patient care and business practices.

H. SMA Responsibilities

Each SMA shall:

1) abide by this Manual, and as applicable, abide by the Bylaws, Policies, and Rules and Regulations of the Medical Staff and the Hospital Authority, as the same may be amended from time to time;

2) provide services in the Hospital only under the direct supervision of the Sponsoring Physician(s) in the presence of the Sponsoring Physician(s) and within the scope of the SMA Authorization he/she has been authorized to exercise by the Board;

3) abide by the ethical principles of his or her profession;

4) comply with all applicable laws and regulations; and

5) cooperate with the LLP/AHP Committee, Medical Executive Committee, Administration and the Board on matters relating to patient care and the orderly operation of the Hospital, in keeping with sound quality patient care and business practices.

ARTICLE IV
SPONSORING PHYSICIANS/PRACTITIONERS

A. Qualifications/Eligibility to Serve as Sponsoring Physician/Practitioner

1) Physicians who maintain Hospital Clinical Privileges are eligible to serve as a Sponsoring Physician for AHPs.
2) Practitioners who maintain Hospital Clinical Privileges are eligible to serve as a Sponsoring Practitioner for SMAs.
3) Physicians and Practitioners must demonstrate compliance with supervision requirements applicable to AHPs or SMAs in order to maintain eligibility to serve as a Sponsoring Physician for AHPs or a Sponsoring Practitioner for SMAs, as applicable.

B. Supervision of AHPs

1) Supervision requires availability of the Sponsoring Physician(s) to the AHP. An appropriate degree of supervision includes:

a) Active and continuing overview of the AHP's activities to determine that the Sponsoring Physician's directions are being implemented;

b) Authentication and countersignature of orders and other entries recorded by the AHP in Hospital medical records as required by then-current Medical Staff Rules and Regulations and/or Hospital Policies;

c) Availability of the Sponsoring Physician(s) to the AHP for necessary consultation; and

d) Regular review by the Sponsoring Physician(s) of the patient records in which entries are made by the AHP in order to assess the AHP's practice in the Hospital.

2) If the Sponsoring Physician(s) is/are unavailable to supervise the AHP when required, the Sponsoring Physician(s) may not delegate patient care to the AHP unless appropriate arrangements for substitute physician supervision have been made and approved as follows:

a) The covering supervising physician must provide documentation to the Medical Staff Office verifying that he/she completed the appropriate filings with the Georgia Composite Medical Board to serve as the AHP's supervising physician; and

b) The covering supervising physician meets all qualifications to serve as a Sponsoring Physician pursuant to Section A above; and

c) The covering supervising physician's scope of practice must be the same as the Sponsoring Physician's scope of practice.

C. Supervision of SMAs

SMAs may only assist the Sponsoring Practitioner(s) under the direct supervision of the Sponsoring Practitioner(s), i.e., in the immediate presence of the Sponsoring Practitioner(s).

D. Request for Transfer to Another Sponsoring Physician/Practitioner

Requests for transfer to another Sponsoring Physician or Sponsoring Practitioner must be submitted by the new Sponsoring Physician/Practitioner in writing to the LLP/AHP Committee. Such requests shall be processed in the same manner as applications for initial Clinical Functions by an AHP or SMA Authorization, as applicable, or as outlined in this Manual and shall require the same documentation.

ARTICLE V - CLINICAL PRIVILEGES AND FUNCTIONS

A. Clinical Privileges/Clinical Functions Restricted

1) Every LLP who is permitted by law and by the Board to provide patient care services independently in the Hospital shall be entitled to exercise only those Clinical Privileges or Clinical Functions specifically granted to him or her in accordance with this Manual and the Bylaws.

2) Except as may be specifically agreed to in a contract between the Hospital Authority and an LLP, Clinical Privileges shall be granted, modified, or terminated only for reasons directly related to the quality of patient care or for other specific reasons included in this Manual, and only according to the procedures outlined in this Manual and the Bylaws.

3) Every AHP who is permitted by law and by the Board to provide patient care services in the Hospital shall be entitled to exercise only those Clinical Functions specifically granted to him or her in accordance with this Manual. Except as may be specifically agreed to in a contract between the Hospital Authority and an AHP, Clinical Functions shall be granted, modified, or terminated only for reasons directly related to the quality of patient care or for other specific reasons included in this Manual, and only according to the procedures outlined in this Manual.

B. Criteria

1) Prohibited Criteria

Subject to the provisions of Article V, B.(2), Clinical Privileges and Clinical Functions shall not be granted or denied on the basis of race, color, religion, sex, national origin, disability or age, and shall not be granted or denied arbitrarily, capriciously or on any unlawful or irrational basis.

2) Permitted Criteria

No professional license or certification whatsoever shall confer any constitutional or other right to practice that profession in the Hospital. The Hospital Authority shall have the right to deny Clinical Privileges or Clinical Functions, as applicable, to any class of LLPs or AHPs who are licensed by the State of Georgia, so long as such exclusion has a rational basis and is reasonably related to the operation of the Hospital or is reasonably related to the health of any individual. Clinical Privileges or Clinical Functions also may be granted or denied on the basis of statutory, regulatory, or judicial authority or other requirements specifically described in this Manual or the Bylaws including, but not limited to, professional liability insurance.

3) Development of Criteria

Criteria for Clinical Privileges and Clinical Functions will be developed in the same manner as Clinical Privileges are developed pursuant to Medical Staff Policy MS #13 as adopted and amended from time to time.

C. Temporary Clinical Functions

1) Temporary Clinical Privileges

Temporary Clinical Privileges for LLPs are granted pursuant to the Medical Staff Bylaws.

2) Temporary Clinical Functions Pending Initial Application

With the written concurrence of the Administrator or his or her designee and the Chief of Staff or his or her designee, Temporary Clinical Functions for an applicant for initial LLP or AHP Appointment who meets the Threshold Criteria for Appointment as set forth in Article III above, and has submitted a complete application (as defined in this Manual) may be granted while awaiting review and approval by the LLP/AHP Committee, the MEC, or the Board, upon verification of the following: current licensure; relevant training and experience; current competence; ability to perform the Clinical Functions requested; query and evaluation of the National Practitioner Data Bank information; no current or previously successful challenge to licensure or registration; no subjection to involuntary termination of medical staff membership at another organization; and no subjection to involuntary limitation, reduction, denial or loss of clinical functions. Such Temporary Clinical Functions may be granted for time periods not to exceed thirty (30) days each, not to exceed a total of one hundred twenty (120) days.

3) When Required for Important Patient Care Need

Temporary Clinical Functions granted to fulfill an important patient care, treatment or service need may be granted for care of specific patients, for *locum tenens* LLPs or AHPs, and for specific need. Subject to the additional requirements of Sections (a), (b) or (c) below, with the written concurrence of the Administrator or his or her designee and the Chief of Staff or his or her designee, Temporary Clinical Functions may be granted to a LLP or AHP who has submitted a complete application (as defined in Article VII, A.) and who meets the Threshold Criteria for Appointment as set forth in Article III, above to fulfill an important patient care, treatment or service need, including the following circumstances, upon verification of the following: current licensure; relevant training or experience; current competence; ability to perform the Clinical Functions requested; a query and evaluation of the National Practitioner Bank Information; no current or previously successful challenge to licensure or registration; no subjection to involuntary termination of medical staff membership at another organization; no resignation while under investigation; and no

subjection to involuntary limitation, reduction, loss or denial of clinical functions or clinical privileges.

a) Care of Specific Patients

A LLP or AHP may be granted Temporary Clinical Functions for the care of one or more specific patients, limited to those Clinical Functions in which the Applicant has demonstrated sufficient education, training and ability as determined by the Chairman of the appropriate Department(s). Such Temporary Clinical Functions shall be restricted to the treatment of not more than six (6) patients in any one year by such LLP or AHP, after which such LLP or AHP shall be required to apply for LLP/AHP Appointment or non-temporary Clinical Functions before being allowed to attend any additional patients. Such Temporary Clinical Functions shall cease upon the discharge from the Hospital of the specific patients.

b) *Locum Tenens*

A LLP or AHP may be granted Temporary Clinical Functions as a *locum tenens* for a LLP or AHP pursuant to this Article V upon the application of the LLP or AHP for whom he/she will serve as a *locum tenens* and his/her Sponsoring Physician. Temporary *Locum Tenens* Clinical Functions may be granted for time periods not to exceed sixty (60) days each and may be renewed for additional time periods, provided that Temporary *Locum Tenens* Clinical Functions shall not exceed seventy-five (75) days during any calendar year and shall not exceed the need for the LLP's or AHP's services as a *locum tenens*.

c) Temporary Clinical Functions for Specific Need

With invitation and approval of a Department, a duly licensed LLP or AHP, may be granted Temporary Clinical Functions for an important patient care, treatment or service need not otherwise addressed by sub-sections (a) and (b) above. Specific limited Clinical Functions for a specific need granted pursuant to this Section (c) shall be exercised only in accordance with any specific guidelines that the Department may deem necessary and appropriate to assure continuous quality patient care, provided such guidelines are not capricious and arbitrary. Such Temporary Clinical Functions may be granted for a specific period of time as recommended by the Department not to exceed seventy-five (75) days in any calendar year.

4) Conditions

In the exercising of Temporary Clinical Functions, the LLP or AHP shall act under the supervision of the applicable Sponsoring Physician(s), the appropriate Department and the Medical Executive Committee. Special requirements of supervision and reporting may be imposed by the Department or the Medical Executive Committee on any LLP granted Temporary Clinical Functions.

Temporary Clinical Functions shall be immediately terminated by the Administrator or his or her designee with the concurrence of the Chief of Staff or his or her designee upon a notice from the Chairman of the appropriate Department or the Chief of Staff of any failure of the LLP or AHP to comply with such special conditions.

5) Termination

On the discovery of any Information or the occurrence of any event which raises a material question as to the LLP's or AHP's professional qualifications or professional ability to exercise any or all of the Temporary Clinical Functions granted, the Administrator (with the concurrence of the Chief of Staff or his or her designee) may terminate any or all of such LLP's or AHP's Temporary Clinical Functions, provided that where the life or well-being of a patient under the care of the LLP or AHP is determined to be endangered by the continued treatment by the LLP or AHP, termination may be effectuated by any person, Committee or Board entitled to impose precautionary suspension under Article VIII of this Manual.

6) Procedural Rights

An LLP or AHP shall not be entitled to the procedural rights afforded by this Manual or otherwise because of his or her inability to obtain Temporary Clinical Functions or because of any termination or suspension of Temporary Clinical Functions.

D. Emergency Functions

In the case of an emergency, any LLP or AHP, to the degree permitted by license and regardless of LLP/AHP Appointment status or Clinical Functions, shall be deemed to hold emergency Clinical Functions, and shall be permitted and assisted, and shall not be deterred by any Staff Member, in an attempt to save the life of a patient, including the call for any consultation necessary or desirable; provided, however, that emergency Functions are limited to LLPs or AHPs whose Clinical Functions at the Hospital have not been previously or otherwise terminated or suspended at the time the emergency Clinical Functions are exercised. When an emergency situation no longer exists, such LLP or AHP must request the Clinical Functions necessary to continue to treat the patient. In the event such Clinical Functions are denied or the LLP or AHP does not request such Clinical Functions, the patient shall be assigned to an appropriate Staff Member. For the purpose of this Section, an "emergency" is defined as a condition in which serious permanent harm would result to a patient or in which the life of a patient is in immediate danger and any delay in administering treatment would add to that danger.

E. Temporary Emergency Disaster Functions

1) In circumstances of disaster, in which an Emergency Management Plan has been activated, the Administrator or his designee, the Chief of Staff or his designee or the Medical Director has the option, but not the requirement, of

granting temporary emergency disaster functions to LLPs and AHPs independent who volunteer, with or without compensation.

2) The individual granting temporary emergency disaster privileges is responsible for:

a) confirming identification by verifying evidence of current licensure in the State of residence or practice and other documentation such as a current hospital picture identification, other picture identification, identification as a member of a Disaster Medical Assistance Team, and/or verification of the practitioner's identity by a current Hospital Authority employee or Medical Staff Member, if circumstances permit;

b) keeping written documentation of such information; and

c) transmitting this information to Medical Staff Services as soon as feasible.

3) Medical Staff Services will:

a) make further verification to the extent possible, as soon as possible, of the following: current licensure; relevant training and experience; current competence; ability to perform the Clinical Privileges or Clinical Functions requested; a query and evaluation of the National Practitioner Bank Information; no current or previously successful challenge to licensure or registration; no involuntary termination of medical staff membership at another organization; no resignation while under investigation; and no involuntary limitation, reduction, loss or denial of clinical privileges or clinical functions;

b) notify the appropriate Department Chairman;

c) maintain a record of the individual's name, address, and period of service; and

d) provide an identification badge (Volunteer Disaster Provider) for the LLP or AHP.

4) The Department Chairman or his/her designee, will provide supervision of the LLP(s)/AHP(s) working in the Department by direct and indirect observation, monitoring and/or medical record review to the extent possible during and following the disaster.

5) Temporary emergency disaster privileges/functions will terminate when the Emergency Management Plan is declared ended.

6) Within seventy-two (72) hours of arrival of the volunteer, the Hospital will determine whether the disaster privileges will be continued.

7) As soon as possible, but no later than seventy-two (72) hours, primary source verification of licensure will be made by Medical Staff Services. If circumstances prevent such verification, Medical Staff Services will document the reason primary source verification could not be made, evidence of ongoing professional practice competence and evidence of attempt to accomplish verification.

8) If primary source verification cannot be completed within seventy-two (72) hours of the volunteer's arrival, it will be made as soon as possible. This requirement may be waived if the volunteer has not provided professional care, treatment or services.

ARTICLE VI- SMA AUTHORIZATION

A. Application by Sponsoring Practitioner.

A Practitioner who is qualified to supervise a SMA pursuant to Article IV hereof, who desires to use a SMA in an assisting capacity at the Hospital must submit an application with the SMA pursuant to Article VII hereof.

B. SMA Authorization Restricted

1) Every SMA who is permitted by law and by the Board to provide services in the Hospital shall be entitled to perform those tasks specifically authorized in accordance with this Manual.

2) The SMA will not: (a) assume any responsibility for care of patients; (b) sign any notes or charts; (c) sign any prescriptions; (d) write any orders; (e) dictate any histories and physicals, narrative summaries, operative reports, consults or other pertinent patient information; or (f) work independently in any capacity.

C. Criteria

1) Prohibited Criteria

SMA Authorization shall not be granted or denied on the basis of race, color, religion, sex, national origin, disability or age, and shall not be granted or denied arbitrarily, capriciously or on any unlawful or irrational basis.

2) Permitted Criteria

No professional license or certification whatsoever shall confer any constitutional or other right to practice that profession in the Hospital. The Hospital Authority shall have the right to deny SMA Authorization, to any class of SMA, so long as such exclusion has a rational basis and is reasonably related to the operation of the Hospital or is reasonably related to the health of any individual. SMA Authorization also may be granted or denied on the basis of statutory, regulatory, or judicial authority or other requirements specifically described in this Manual or the Bylaws including, but not limited to, professional liability insurance.

D. Supervision of SMAs

SMAs may only assist the Sponsoring Practitioner(s) under the direct supervision of the Sponsoring Practitioner(s), i.e., in the immediate presence of the Sponsoring Practitioner(s).

E. Responsibility for SMA

All responsibility and liability for the acts or omissions of the SMA are the responsibility of the Sponsoring Practitioner.

F. Termination of Relationship or Contract With Sponsoring Practitioner

In the event that the contractual relationship between a SMA and his/her Sponsoring Practitioner is terminated, expires or is not renewed, the SMA's Authorization shall automatically terminate.

ARTICLE VII - PROCEDURES RELATING TO LLP/AHP APPOINTMENT, CLINICAL PRIVILEGES, CLINICAL FUNCTIONS AND SMA AUTHORIZATION

A. Application for LLP/AHP Appointment, Clinical Privileges or Clinical Functions or SMA Authorization

1) Submission of Application

a) Pre-application

All LLPs and AHPs seeking initial appointment or requesting Clinical Privileges or Clinical Functions and SMAs seeking initial SMA Authorization are required to submit to the Administrator or his or her designee a pre-application on the form adopted by the Medical Executive Committee and approved by the Administrator. The pre-application shall contain objective criteria to identify those LLPs, AHPs and SMAs who do not satisfy the threshold eligibility criteria for appointment as set forth in Article III, B. hereof, as such criteria are amended from time to time (collectively the "Threshold Criteria"), including:

i) Information concerning the pre-applicant's professional qualifications, including licensure and training;

ii) Information concerning categories of Clinical Privileges or Clinical Functions (specialties) desired by the pre-applicant; and

iii) Information concerning the pre-applicant's current professional malpractice insurance coverage.

In the event there is a request for which there are no approved Clinical Privileges or Clinical Functions criteria, acting upon the recommendation of the Medical Executive Committee, as described in MS Policy #13, as amended from time to time, the Board will consider whether it will allow the Clinical Privilege or Clinical Function. If the Board allows the Clinical Privilege or Clinical Function, the procedures described in MS Policy #13 will be followed to develop criteria. Requests for which the Board has approved the Privilege or Function but no specific criteria within ninety (90) days will be processed by using the general criteria of adequate education, training, clinical experience, and references demonstrating current clinical competence to perform the requested Clinical Privileges or Clinical Functions. The pre-applicant must complete and sign the pre-application form, and return the completed form to the Administrator or his or her designee. The Administrator or his or her designee or the Medical Director will determine if the pre-application is complete and once the fully completed and executed pre-application form indicating that the pre-applicant meets the Threshold Criteria has been returned, the Administrator or his or her designee shall send an application to the pre-applicant. A determination that a pre-applicant has failed to

meet the Threshold Criteria and is therefore ineligible to receive an application shall not be subject to review under Article IX. Any pre-applicant who does not satisfy one or more of the Threshold Criteria may request that it be waived. The pre-applicant requesting the waiver bears the burden of demonstrating that his or her qualifications are equivalent to, or exceed the criterion or criteria in question. The request for a waiver shall be considered by the LLP/AHP Committee, which shall submit its findings to the Medical Executive Committee. The Medical Executive Committee shall submit its recommendation to the Board. The Board may grant waivers in exceptional cases after considering the recommendations of the Medical Executive Committee, the specific qualifications of the pre-applicant in question, and the best interests of the Hospital and the community it serves. The granting of a waiver in a particular case shall not set a precedent for any other individual or group of individuals. No pre-applicant is entitled to a hearing if the Board determines not to grant a waiver. A determination that an individual is not entitled to a waiver is not a "denial" of appointment, Clinical Privileges or Clinical Functions and shall not be subject to review under Article IX of this Manual.

b) Form of Application and Information Required

All applications for LLP/AHP Appointment, SMA Authorization or for granting of Clinical Privileges or Clinical Functions shall be in writing, shall be signed by the Applicant and the Sponsoring Physician/Practitioner when applicable, and shall be submitted on a form adopted by the Medical Executive Committee and approved by the Administrator and provided to the Applicant by the Administrator or the Administrator's designee. The application shall require:

i) a request for the specific Clinical Privileges or Clinical Functions desired by the LLP or AHP or specific authorization desired by the SMA;

ii) Information concerning the Applicant's professional qualifications, including licensure, training, documented experience in categories of treatment areas or procedures and where applicable, competence in treating age-specific patients;

iii) the names of at least three (3) professional references (at least one (1) of which must practice in the LLP's/AHP's/SMA's same discipline) who can provide adequate information on the Applicant's current professional competence and ethical character including competence to treat age-specific patients when applicable;

iv) Information regarding whether the Applicant's appointment status, clinical privileges and/or clinical functions have ever -- on a voluntary or involuntary basis -- been denied, revoked, suspended, diminished or not renewed at this or any other hospital or

institution, whether the Applicant's Drug Enforcement Administration or other controlled substance registration has ever -- on a voluntary or involuntary basis -- been revoked, suspended or diminished, and whether his or her membership in local, state, or national medical societies, or his or her license to practice any healthcare profession in any jurisdiction, has ever -- on a voluntary or involuntary basis -- been denied, suspended or terminated;

v) a statement that the Applicant has received and understands this Manual and the Bylaws, Rules and Regulations and Policies of the Medical Staff and the Hospital Authority, which the Medical Staff Services shall make available to each Applicant upon application. By such statement, the Applicant agrees to be bound by and abide by the terms of this Manual, and such Bylaws, Rules and Regulations and Policies if he or she is granted LLP/AHP Appointment, Clinical Privileges or Clinical Functions, or SMA Authorization and to be bound by the terms thereof in all matters relating to the consideration of his or her application, whether or not he or she is granted LLP/AHP Appointment, Clinical Privileges or Clinical Functions or SMA Authorization;

vi) a statement whereby the Applicant acknowledges that he or she has been notified of the scope and extent of the authorization, confidentiality, immunity, mediation and arbitration provisions of Articles IX and X of this Manual;

vii) a statement whereby the Applicant agrees that if an adverse ruling is made with respect to his or her LLP/AHP Appointment, Clinical Privileges or Clinical Functions or SMA Authorization, he or she will exhaust the administrative remedies afforded by this Manual or the Bylaws, as applicable, before resorting to the mediation and arbitration provisions of this Manual or the Bylaws, as applicable, and that at least thirty (30) days prior to the filing or initiation of any mediation or arbitration action against the Staff, any Staff Member, or the Hospital Authority, arising out of or in connection with the application process, the Applicant shall notify the Administrator or his or her designee of his or her intended action setting forth therein the basis for such action and the specific allegations and contentions;

viii) a statement of his or her willingness to appear for an interview in regard to his or her application;

ix) a statement disclosing any present mental or physical conditions that may pose a threat to the health or safety of others that cannot be eliminated by reasonable accommodation;

x) a statement that he or she has under adequate control such that patient care is not likely to be adversely affected, any

significant physical or behavioral impairment or any difficulty in communicating orally or in writing in the English language; and

xi) a statement whereby the Applicant certifies that he or she maintains professional malpractice insurance coverage in at least such amount as may be required by applicable provisions of this Manual, the Bylaws of the Medical Staff and the Hospital Authority or other Staff or Hospital Authority Rules and Regulations or Policies, and which specifies the amount of said coverage, and the name and address of the malpractice insurer. The application shall further require complete disclosure concerning any malpractice claims against the Applicant, any amount paid by or on behalf of the Applicant upon final judgment or settlement of such claim, and the basis of the claim if such payment was made. The application shall contain a statement whereby the Applicant agrees to notify the Administrator or the Medical Staff Services promptly of any changes in said professional malpractice insurance, any claims against said professional malpractice insurance which result in payment to the claimant, and any adverse final judgments or settlements in any professional liability action.

c) Effect of Application

By submitting an application, reapplication or reappointment form, the LLP, AHP or SMA:

i) authorizes the Staff and Hospital Authority to contact other hospitals with which the Applicant has been associated and others who may have information bearing on his or her licensure, competence, character and ethical qualifications, including without limitation the National Practitioner Data Bank as established by the Health Care Quality Improvement Act;

ii) agrees to attest to his or her physical, emotional, and mental status;

iii) consents to a psychiatric or other medical evaluation and a chemical test or test of blood, breath, urine and other bodily substances for the purpose of determining his or her ability to render or participate in patient care, where such tests or evaluation are relevant to the Applicant's ability to exercise the Clinical Privileges or Clinical Functions or SMA Authorization requested and are requested at any time during the application process by the Chairman of the LLP/AHP Committee or the Department in which the Applicant is seeking Clinical Privileges, Clinical Functions or SMA Authorization, or the Chief of Staff, or if such tests or evaluation are requested by the Medical Executive Committee after

such time as LLP/AHP Appointment, Clinical Privileges, Clinical Functions or SMA Authorization are granted;

iv) consents to the Staff and the Hospital Authority inspecting all records and documents that may be material to an evaluation of his or her professional qualifications, current professional competence to carry out the Clinical Privileges, Clinical Functions or SMA Authorization he or she requests, and his or her moral and ethical qualifications for LLP/AHP Appointment or SMA Authorization;

v) releases from any liability all individuals and organizations who provide Information in good faith and without malice concerning the Applicant's competence, ethics, character, and other qualifications for LLP/AHP Appointment, Clinical Privileges Clinical Functions, or SMA Authorization, including otherwise privileged or confidential Information;

vi) acknowledges that any actions or recommendations of any Committee or the Board with respect to the evaluation of the medical and health services provided by the Applicant, or the evaluation of the qualifications and/or professional competency of an Applicant are done so as a medical review Committee and are part of the professional peer review process; and

vii) pledges to provide for continuous care for his or her patients if granted Clinical Privileges or Clinical Functions.

d) Burden of Providing Information

i) The Applicant shall have the burden of producing Information deemed adequate by the Board for a proper evaluation of his or her current competence, character, ethics, ability to perform the Clinical Privileges, Clinical Functions or SMSA Authorization requested and other qualifications, and for resolving any doubts about such qualifications. Said application shall not be considered complete for purposes of processing until such satisfactory Information is provided by the Applicant and verified by the Administrator or his or her designee.

ii) Applicants seeking appointment have the burden of providing evidence that all the statements made and Information given on the application are accurate.

iii) An application shall be complete when all questions on the application form have been answered, all supporting documentation has been supplied, and all Information has been verified from primary sources. An application shall become incomplete if the need arises for new, additional, or clarifying

Information at any time. Any application that continues to be incomplete thirty (30) days after the Applicant has been notified of the additional Information required shall be deemed to be withdrawn.

iv) The Applicant seeking appointment is responsible for providing a complete application, including adequate responses from references. An incomplete application will not be processed.

e) Completed Application

The completed application and the then-current non-refundable application fee shall be made payable to the Hospital Authority and shall be submitted to the Administrator. The application shall not be considered complete until: all blanks on the application form are filled in and necessary additional explanations provided; all supporting documentation has been supplied; written verification of the Applicant's current licensure, specific relevant training and current competence (from the primary source whenever feasible, or from a verification organization) is obtained; and the Administrator or his/her designee, with the full cooperation of the Applicant, has received necessary references and materials required to be submitted under this Article VII, A.(1). Any determination made by the Administrator or designee or the Medical Director or designee that the application is complete shall not foreclose a subsequent decision that the application has become incomplete. Once the completed application is received, the Administrator or the Medical Director shall begin the appointment process by immediately transmitting the application and all supporting materials (collectively, the "Application Materials") to the Chairman of the appropriate Department for review and recommendation. An application shall become incomplete if the need arises for new, additional or clarifying Information at any time. In such event, the Administrator shall promptly return the application to the Applicant, together with a notice specifying the Information or documentation found to be incomplete and advising the Applicant that the application shall not be considered complete, so as to invoke any time limits set forth in this Manual, until the Applicant has furnished all requested Information. Any application that continues to be incomplete thirty (30) days after the Applicant has been notified of the additional Information required shall be deemed to be withdrawn.

2) Department Review

Upon receipt of the Application Materials from an LLP or AHP, the Department Chairman in which the Applicant requests Clinical Privileges or Clinical Functions shall examine evidence of the licensure, character, current professional competence, qualifications, and ethical standing of the Applicant and shall consider whether the Applicant has established and meets all of the necessary requirements for the Clinical Privileges or Clinical Functions requested by the Applicant, specific to the ages and populations served when applicable. Within

thirty (30) days of the receipt of the Application Materials, the Department Chairman shall make a written report to the LLP/AHP Committee, stating whether the Applicant is qualified pursuant to the Bylaws and Manual for the Appointment and/or Clinical Privileges and Clinical Functions sought and any concerns regarding the application. The reasons for conclusions contained in the report shall be stated and supported by reference to the Application Materials and all other documentation considered by the Department Chairman, all of which shall be transmitted with the report.

3) LLP/AHP Committee

Upon receipt of the Application Materials and the written reports from the Department Chairman for an LLP or AHP, and upon receipt of the Application Materials for a SMA, the LLP/AHP Committee shall examine the evidence of the licensure, character, professional competence (including current competence to treat age-specific patients and populations when applicable), qualifications, health status, and ethical standing of the Applicant and shall determine, through Information contained in references, including the appraisal from the Department(s) in which Clinical Privileges or Clinical Functions are sought (if applicable), whether the Applicant has established and meets all of the necessary qualifications for LLP/AHP Appointment or SMA Appointment or any requested Clinical Privileges or Clinical Functions and makes a recommendation on the application to the MEC.

4) Medical Executive Committee Action

Upon receipt of the Application Materials, and the recommendation of the LLP/AHP Committee, the Medical Executive Committee shall examine the evidence of the licensure, character, current professional competence (specific to age and populations served when applicable), qualifications, and ethical standing of the Applicant and shall determine, through Information contained in references given to the Medical Executive Committee, including the reports from the Department(s) in which Clinical Privileges or Clinical Functions are sought and the recommendation of the LLP/AHP Committee, whether the Applicant has established and meets all of the necessary qualifications for LLP/AHP Appointment and any requested Clinical Privileges or Clinical Functions or for SMA Authorization. The Medical Executive Committee may send the application back to the LLP/AHP Committee with any concerns or questions it may have, or for clarification of any aspect of the application prior to making its recommendation. Prior to the last scheduled monthly meeting of the Board falling within the time limits set forth in the Bylaws, the Medical Executive Committee may recommend that the Board: (i) approve the Appointment or Authorization and Clinical Privileges or Clinical Functions; (ii) approve the Appointment, but modify the Clinical Privileges or Clinical Functions; (iii) approve the Appointment or Authorization with conditions; or (iv) deny the Appointment or Authorization. Together with its report, the Medical Executive Committee shall forward all documentation considered in arriving at its recommendation as provided herein. Any minority views may also be reduced to

writing, supported by reasons and references, and transmitted with the majority report.

5) Board Action

a) Action on a Favorable Recommendation

When the recommendation of the Medical Executive Committee is favorable to the Applicant, the Medical Executive Committee shall promptly forward the Application Materials, a written recommendation and all supporting documents, to the Administrator, for the Board's consideration at its next scheduled monthly meeting. The Board shall act on the matter at such meeting or no later than the next consecutive scheduled monthly meeting held after such meeting. The Board may either: (i) approve the Appointment and Clinical Privileges or Clinical Functions or the SMA Authorization; (ii) approve the Appointment, but modify the Clinical Privileges or Clinical Functions; (iii) approve the Appointment or SMA Authorization with conditions; (iv) deny the Appointment or SMA Authorization; or (v) return the application to the Medical Executive Committee for clarification or further investigation of any aspect of the application that is unclear or of concern to the Board.

Whenever a decision is made by the Board to grant LLP/AHP Appointment with Clinical Privileges or Clinical Functions or SMA Authorization, the Administrator or his or her designee shall notify the Applicant promptly in writing of the appointment, the Department to which he or she is assigned, the Clinical Privileges, Clinical Functions or SMA Authorization he or she may exercise and any special conditions.

Whenever the Board's decision is contrary to a favorable recommendation of the Medical Executive Committee, notice to the Applicant shall be effectuated pursuant to Article VII, A.(5)(b) below, and the Grievance Procedure mechanism outlined in Article IX shall be followed.

b) Action on an Adverse Recommendation

When the recommendation of the Medical Executive Committee is adverse to the Applicant, the Medical Executive Committee shall promptly forward the Application Materials, a written recommendation and all supporting documents to the Administrator. The Administrator shall notify the Applicant within ten (10) days of such action by registered mail, certified mail, or by personal service, stating the action taken and the reasons therefore, and if applicable, advising the Applicant of his or her right to initiate the Grievance Procedure pursuant to this Manual (LLPs requesting Clinical Functions and AHPs). The written notice to LLP requesting Clinical Privileges shall be provided pursuant to the Medical Staff Bylaws. The written notice to LLPs requesting Clinical Functions and AHPs shall also specify that the Applicant shall have:

i) thirty (30) days following the date of receipt of such notice within which to request to initiate the Grievance Procedure; and

ii) state that failure to request to initiate the Grievance Procedure, as applicable, within the specified time period shall constitute a waiver of his or her right to the same.

The failure of an LLP requesting Clinical Functions, an AHP or a SMA to request to initiate the Grievance Procedure within the time frame above shall be deemed a waiver of his or her right to such Grievance Procedure to which he or she might otherwise have been entitled.

A decision by the Board to deny LLP/AHP Appointment, a particular Clinical Privilege or Clinical Function or SMA Authorization either on the basis of the Hospital Authority's present inability, as supported by documented evidence, to provide adequate facilities or supportive services for the Applicant and his or her patients shall not be considered adverse in nature and shall not entitle the Applicant to the procedural rights as provided in the Medical Staff Bylaws (LLPs requesting Clinical Privileges) or in this Manual (LLPs requesting Clinical Functions, AHPs and SMAs).

When the recommendation of the Medical Executive Committee regarding an LLP requesting Clinical Privileges is adverse to the Applicant, the hearing and appeal mechanism outlined in the Medical Staff Bylaws shall be followed before the Board makes a final decision on the matter.

6) Reapplication After Denial

The Medical Executive Committee shall submit with its adverse recommendation on an Applicant's request for LLP/AHP Appointment or SMA Appointment, a recommendation as to any time limitations to be placed upon the Applicant's eligibility to reapply for LLP/AHP Appointment or SMA Authorization. The recommended period of ineligibility to reapply shall be based upon that minimum period of time the Medical Executive Committee considers necessary for the Applicant to remedy the basis for the adverse recommendation. The period of time of ineligibility, if any, shall be determined by the Board and designated in the notice to the Applicant of the final decision. Any reapplication shall be made on an application form and processed as an initial application, and the Applicant shall submit such additional Information as the Staff or the Board may require and demonstrate that the basis for the earlier adverse action no longer exists.

7) Initial LLP/AHP Appointment

In granting Clinical Privileges to a LLP or Clinical Functions to a LLP or an AHP, the Board shall delineate specifically the Clinical Privileges or Clinical Functions which the LLP or AHP may exercise, with the right to exercise such Clinical Privileges or Clinical Functions continuing for the period until the LLP's Clinical Privileges or the LLP's or AHP's Clinical Functions are modified,

renewed or expire. Separate records shall be maintained by the Medical Staff Services for each Applicant, whether or not the Applicant is appointed or granted Clinical Privileges or Clinical Functions.

Newly appointed LLPs and AHPs will be given one hundred twenty (120) days from the date of appointment to begin exercising the Clinical Privileges or Clinical Functions granted at the Hospital. Failure to do so will constitute a voluntary relinquishment by the LLP or AHP or his/her LLP/AHP Appointment and his/her Clinical Privileges or Clinical Functions, unless the LLP or AHP requests a waiver of this requirement. The Medical Executive Committee shall consider the request and submit its recommendation to the Board. The granting of a waiver by the Board, in a particular case shall not set a precedent for any other individual or group of individuals. Neither the determination not to grant a waiver, nor the voluntary relinquishment and resignation shall be subject to review under the Bylaws or this Manual.

B. Application for Additional Clinical Privileges or Clinical Functions

Applications for additional Clinical Privileges or Clinical Functions by LLPs or AHPs must be in writing. Such applications shall be processed in the same manner as applications for initial appointment outlined in above, and shall require the same documentation.

C. Application for Clinical Privileges or Clinical Functions Not Previously Approved

1) Evaluation of New Clinical Privilege or Clinical Function

Whenever an application by an LLP or AHP for original or additional Clinical Privileges or Clinical Functions requests Clinical Privileges or Clinical Functions which would constitute the performance or application of a technique, operation, medication, procedure or therapy which has not previously been approved by the Staff and Board or which has not prior to that time been performed at the Hospital with the approval of the Staff and Board, the Professional Qualifications Committee will follow the procedures contained in Staff Policy MS #13 and the Bylaws, as such policy and the Bylaws are amended from time to time.

2) Consideration of Other Clinical Privileges and Clinical Functions

Pending the outcome of the evaluation of new Clinical Privileges or Clinical Functions as provided above, the application for LLP/AHP Appointment and Clinical Privileges or Clinical Functions may be recommended to be approved or disapproved in accordance with the procedures described in Article VII, A. above, excluding from said process the requested Clinical Privilege or Clinical Function to perform the particular practice being considered herein.

D. Reappointment or Renewal of Clinical Privileges or Clinical Functions

1) Schedule for Reappointment

a) Reappointments and renewals of Clinical Privileges or Clinical Functions and reappointments of SMA Authorization are processed twice each calendar year. All reappointments or renewals of Clinical Privileges, Clinical Functions and SMA Authorization shall be for a period of no more than two (2) years, with LLP/AHP Appointment and Clinical Functions or Clinical Privileges and SMA Authorization expiring at midnight on June 30th or December 31st in the year of the second anniversary after the previous appointment. Each LLP, AHP and SMA shall be reviewed for reappointment every two (2) years so that Board action on such reappointment or renewal may be taken prior to the applicable date listed above. Reappointment is never to exceed two (2) years.

b) All applications for reappointment or for granting of Clinical Privileges, Clinical Functions or SMA Authorization shall be in writing, shall be signed by the Applicant and if applicable, his/her Sponsoring Physician/Practitioner, and shall be submitted on a form adopted by the Medical Executive Committee and approved by the Administrator and provided to the Applicant by the Administrator or the Administrator's designee approximately four (4) months prior to the expiration of their current appointment term. A completed reappointment application must be returned to the Medical Staff Services within thirty (30) days.

c) Failure to submit a complete application in a timely manner shall result in automatic expiration of LLP/AHP Appointment and Clinical Privileges or Clinical Functions or automatic expiration of SMA Authorization at the end of the then-current term of appointment.

d) If an application for reappointment is submitted timely, but the Board has not acted on it prior to the end of the current term, the Applicant's Appointment and Clinical Privileges or Clinical Functions or SMA Authorization shall expire at the end of the then-current term of appointment. Temporary Clinical Privileges or Clinical Functions may be granted under appropriate circumstances as set forth in Article V of this Manual.

e) In the event the Applicant for reappointment is the subject of an investigation or hearing at the time reappointment is being considered, a conditional reappointment for a period of less than two (2) years may be granted pending the completion of that process.

2) Eligibility for LLP/AHP Reappointment

To be eligible to apply for LLP/AHP reappointment and renewal of Clinical Privileges or Clinical Functions, an Applicant must have, during the previous appointment term:

a) completed all medical records by the time of submission of his or her reappointment form;

b) completed all continuing medical education requirements;

c) satisfied all LLP/AHP responsibilities;

d) continued to meet all qualifications and the Threshold Criteria; and

e) had sufficient patient contacts to enable the assessment of current clinical judgment and competence for the Clinical Privileges or Clinical Functions requested. Any Applicant seeking reappointment who has minimal activity at the Hospital must submit such Information as may be requested (such as a copy of his or her confidential quality profile from other hospital(s) with which he or she is affiliated, clinical Information from the Applicant's private office practice, and/or a quality profile from a managed care organization), before the application will be considered complete and processed further.

3) Eligibility for SMA Authorization Renewal

To be eligible to apply for renewal of SMA Authorization, an Applicant must have, during the previous appointment term:

a) satisfied all SMA responsibilities;

b) continued to meet all qualifications and the Threshold Criteria; and

c) had sufficient patient contacts to enable the assessment of current clinical judgment and competence for SMA Authorization requested. Any Applicant seeking reappointment who has minimal activity at the Hospital must submit such Information as may be requested (such as a copy of his or her confidential quality profile from other hospital(s) with which he or she is affiliated, clinical Information from the Applicant's private office practice, and/or a quality profile from a managed care organization), before the application will be considered complete and processed further.

4) Application for Reappointment

Applications for reappointment are reviewed by the Committees following the same procedures set forth above for applications for initial appointment. Provided, however, if the LLP or AHP performs Clinical Functions in the operating room, the Chairman of the Department of Surgery will also be sent a form to evaluate the performance of the LLP or AHP.

5) Conditional Reappointment

a) The LLP/AHP Committee, the Professional Qualifications Committee or the Medical Executive Committee may recommend, and the Board may, with or without the Medical Executive Committee's recommendation, grant reappointment and renewed Clinical Functions subject to the Applicant's compliance with specific conditions. These conditions may relate to behavior or to clinical issues. The imposition of these conditions does not entitle an Applicant to request the procedural rights set forth in Article IX, unless the conditions fall within the scope of the recommendations defined as "adverse" pursuant to Article IX.

b) In addition, reappointments may be granted for periods of less than two (2) years in order to emphasize the seriousness of the matter and to permit closer monitoring of an Applicant's compliance with any conditions. A recommendation for, or the Board's granting of, reappointment for a period of less than two (2) years does not, in and of itself, entitle an Applicant to the procedural rights set forth in Article IX.

6) Failure to File for Reappointment

Failure by an LLP, AHP or SMA, without good cause, to return the Application Form for Reappointment/Renewal, as applicable, in a timely manner pursuant to this Manual shall result in automatic expiration of such LLP/AHP Appointment and Clinical Functions or SMA Authorization at the expiration of the LLP's, AHP's or SMA's current term.

E. Period of Evaluation

LLPs granted original or additional Clinical Privileges or Clinical Functions and AHPs granted original or additional Clinical Functions may be subject to a period of evaluation and review pursuant to Medical Staff Policies and/or Rules and Regulations.

F. Consultation

There may be attached to any grant of Clinical Functions, in addition to requirements for consultation in specified circumstances provided for in this Manual, the Bylaws, the Rules and Regulations or Policies of the Staff, any of the Departments or the Hospital Authority, special requirements for consultation as a condition to the exercise of particular Clinical Functions.

G. Leave of Absence

1) Leave Status

a) At the discretion of the Medical Executive Committee, an LLP with Clinical Privileges or Clinical Functions or AHP may obtain a voluntary leave of absence upon submitting a written request to the Medical Executive Committee stating: (i) the approximate period of leave desired, which may not exceed one (1) year; and (ii) the reasons for the request. In the event of an emergency, the Medical Executive Committee, the Chief of Staff or his or her designee, or the Chief Medical Officer of his or her designee may grant a voluntary leave of absence. Voluntary leaves of absences shall be granted only for health reasons, military service, furthering education or family emergency at the discretion of the MEC, Chief Medical Officer or Chief of Staff. During the period of any permitted voluntary leave, the individual shall not exercise Clinical Privileges or Clinical Functions at the Hospital, and LLP/AHP Appointment rights and responsibilities shall be inactive, but the obligation to pay dues, if any, shall continue, unless waived by the Medical Executive Committee. The LLP or AHP may submit a written request to the Medical Executive Committee to renew the voluntary leave of absence, provided the total period of leave does not exceed one (1) year.

b) At the discretion of the Medical Executive Committee, an LLP with Clinical Privileges or Clinical Functions or an AHP may obtain a voluntary leave of absence of greater than one (1) year upon submitting a written request to the Medical Executive Committee stating: (i) the approximate period of leave desired; and (ii) the reasons for the request. During the period of any voluntary leave of greater than one (1) year, the LLP or AHP shall not exercise Clinical Privileges or Clinical Functions at the Hospital. LLP or AHP Appointment rights and responsibilities shall be inactive, but the obligation to pay dues, if any, shall continue, unless waived by the Medical Executive Committee.

c) A thirty (30) day notice is required prior to granting a voluntary leave of absence except in emergency situations.

d) An LLP or AHP with a Sponsoring Physician is automatically on leave concurrently with his/her Sponsoring Physician's leave of absence unless the LLP or AHP is assigned to another Sponsoring Physician.

2) Termination of Leave

At least thirty (30) days prior to the termination of the leave of absence, or at any earlier time, the LLP or AHP may request reinstatement of Clinical Privileges or Clinical Functions by submitting a written notice to that effect to the Medical Executive Committee. The LLP or AHP shall submit a summary of relevant activities during the leave if the Medical Executive Committee so requests. The Medical Executive Committee shall make a recommendation concerning the reinstatement of the LLP's or AHP's Clinical Privileges or Clinical Functions, and the procedure provided for initial appointment and granting of initial Clinical Privileges or Clinical Functions shall be followed.

3) Reappointment During Leave of Absence

In the event that the term of a LLP's or AHP's Appointment and/or Clinical Privileges or Clinical Functions will expire during the LLP's or AHP's requested Leave of Absence, the LLP or AHP may apply for reappointment prior to the beginning of the Leave of Absence or the LLP or AHP may apply during the term of his or her Leave of Absence. However, if the LLP or AHP fails to submit a complete application for reappointment and/or for Clinical Privileges or Clinical Functions at least within the time frame set forth for application for reappointment in this Manual, the LLP's or AHP's Appointment and Clinical Privileges or Clinical Functions automatically expire as of the last day of his or her then-current term of appointment. Thereafter, if the LLP or AHP seeks appointment or requests Clinical Privileges or Clinical Functions, the LLP or AHP is subject to the initial application process for LLP/AHP Appointment and/or Clinical Privileges.

4) Failure to Request Reinstatement

Failure, without good cause, to request reinstatement shall be deemed a voluntary resignation from LLP/AHP Appointment and voluntary relinquishment of Clinical Privileges or Clinical Functions, effective as of the expiration of the voluntary leave period approved by the Medical Executive Committee. A request for LLP or AHP Appointment subsequently received from such an LLP or AHP shall be submitted and processed in the manner specified for applications for initial appointments.

ARTICLE VIII – CORRECTIVE ACTION

A. Procedures and Conduct

1) Application of this Article

a) LLPs with Clinical Privileges

This Article VIII does not apply to LLPs with Clinical Privileges. LLPs with Clinical Privileges are "Practitioners" as defined in the Bylaws and corrective action of such LLPs is governed by the Bylaws.

b) LLPs and AHPs with Clinical Functions

LLPs and AHPs with Clinical Functions may be subject to corrective action as described herein. References in this Article to "LLPs" refers only to LLPs with Clinical Functions, not LLPs with Clinical Privileges.

2) Conduct

Activities or professional conduct of any LLP or AHP which affects or could affect adversely the health or welfare of patients or the delivery of quality patient care, or conduct lower than the accepted standards or aims of the Staff, or behavior disruptive to the operation of the Hospital, or conduct in violation of or contrary to this Manual, the Bylaws, Rules and Regulations or Policies of the Staff, or the Bylaws or Rules and Regulations or Policies of the Hospital or the Board, may be deemed appropriate for corrective action.

3) Request for Initiation of Investigation

Any Officer of the Staff, the Chairman of any Department, the Chairman of any standing Committee, the Administrator, the LLP/AHP Committee, the Medical Director or the Board may request the Medical Executive Committee to investigate the activities or conduct of an LLP or AHP to determine whether corrective action against the LLP or AHP is warranted. All requests for investigation shall be submitted to the Medical Executive Committee in writing and supported by reference to the activities or conduct constituting grounds for the request. The Chairman of the Medical Executive Committee shall promptly notify the Administrator in writing of all requests for investigation received by the Medical Executive Committee and shall continue to keep the Administrator fully informed of all action taken in connection therewith. A copy of the request (including all materials supporting the request) shall be sent to the LLP or AHP by certified mail, return receipt requested or by personal service.

B. Precautionary Suspension or Restriction

1) Circumstances

The Board, the Medical Executive Committee, or in consultation with the Chairman of the respective Department, if such Chairman is immediately available, any two (2) of the following: Chief of Staff, the Administrator, or the Medical Director, shall have the authority to suspend or restrict all or any portion of the Clinical Functions of an LLP or AHP, effective upon imposition, whenever it is reasonably believed that failure to take such action may result in imminent danger to the health of any individual. Some examples of such circumstances include, but are not limited to, the following:

a) the LLP's or AHP's temporary or permanent mental or physical state is such that one or more patients under his or her care would be subject to imminent danger to their health as a result of his or her action or inaction if he or she is permitted to exercise Clinical Functions; or

b) there is substantial evidence of a gross dereliction of duty which relates to the assurance of a patient's well-being, or in the management of a patient, which, in the judgment of those having authority to act, indicates one or more patients under the present and/or future care of the LLP or AHP involved would be subject to imminent danger to their health if he or she is permitted to continue to exercise Clinical Functions; or

c) a pattern or unusually high frequencies of unexpected deaths or morbidity shall constitute sufficient grounds to invoke this provision; or

d) non-compliance with an Agreement between the LLP or AHP and the Medical Executive Committee or the Hospital Authority, where the Agreement specifies non-compliance will result in suspension or the acts of non-compliance will place patient, staff or LLP or AHP welfare at significant risk.

Any precautionary suspension or restriction is an interim step in a professional review activity, but is not a complete professional review action in and of itself. It shall not imply any final finding of responsibility for the situation that caused the suspension or restriction. The LLP or AHP may be given an opportunity to refrain voluntarily from exercising Clinical Functions pending an investigation.

2) Notice

When precautionary suspension or restriction is imposed by persons other than the Chief of Staff, such persons shall immediately transmit notice of the precautionary suspension or restriction to the Chief of Staff and the Administrator. The Administrator shall notify the affected LLP or AHP in writing of the suspension or restriction, the grounds therefore and his or her right to a meeting with the Medical Executive Committee pursuant to this Article. This notice shall be delivered to the LLP or AHP in person within twenty-four (24)

hours of the Administrator's receipt of notice of the suspension or restriction if practical; if not, then mailed by certified or registered mail within such time period.

3) Investigative Meeting

An LLP or AHP whose Clinical Functions have been suspended or restricted pursuant to this Article shall be entitled to request, at any time within ten (10) calendar days following receipt of notice of such suspension or restriction, that the Medical Executive Committee hold an investigative meeting not less than three (3) business days nor more than ten (10) calendar days after the Chairman of the Medical Executive Committee receives a written request for such a meeting. The purpose of this meeting shall be to review the matter resulting in a precautionary suspension or restriction and to determine whether an actual risk of imminent danger to the health of any individual exists so as to support the imposition of the suspension or restriction. The Chief of Staff shall set the date for the meeting in consultation with the affected LLP or AHP. The affected LLP or AHP may be present, but neither the LLP or AHP nor the Staff may be represented by legal counsel at this investigative meeting. No verbatim or detailed record of the meeting shall be prepared.

a) Medical Executive Committee Action

After considering the matters resulting in the suspension or restriction and the LLP's or AHP's response, if any, the Medical Executive Committee shall determine whether there is sufficient information to warrant a final recommendation or whether it is necessary to commence an investigation. As a result of the meeting, the Medical Executive Committee may modify, continue or terminate the suspension or restriction, or recommend alternative corrective action.

b) Notice

Notice of action or recommendation adverse to the LLP or AHP, as defined in Article IX shall be given in accordance with Article IX.

c) Grievance Procedure

If the Medical Executive Committee does not terminate the suspension or restriction prior to the fourteenth (14^{th}) day of such suspension or restriction, the affected LLP or AHP shall be entitled to initiate the Grievance Procedure in accordance with Article IX, but the terms of the suspension or restriction as sustained or as modified by the Medical Executive Committee shall remain in effect pending a final decision thereon by the Hospital Authority. If the affected LLP or AHP requests, the Grievance Procedure set forth below shall be followed.

D. Automatic Relinquishment or Restriction

1) State Board Action

Action by the appropriate state licensing board revoking or suspending the license of an LLP or AHP shall result in the automatic relinquishment of the LLP's or AHP's Clinical Functions. Such automatic relinquishment of the LLP's or AHP's Clinical Functions shall continue throughout the period during which the LLP's or AHP's license is revoked or suspended. In the absence of any corrective action which has adversely affected his or her Clinical Functions, such automatic relinquishment shall automatically terminate upon the reinstatement of the LLP's or AHP's license by the Georgia Composite Medical Board or other appropriate state licensing board.

2) Drug Enforcement Administration Action

Action by the Drug Enforcement Administration (including voluntary relinquishment by the LLP or AHP under investigation) revoking or suspending a LLP's or an AHP's controlled substances registration shall result in the automatic relinquishment or restriction of the LLP's or AHP's LLP/AHP Appointment and Clinical Functions to the extent necessary to be consistent with the action taken by the Drug Enforcement Administration. Action by the Drug Enforcement Administration revoking or suspending the controlled substances registration of an LLP or AHP exercising Clinical Functions shall result in the automatic relinquishment or restriction of the LLP's or AHP's Clinical Functions to the extent consistent with the action taken by the Drug Enforcement Administration. In the absence of any corrective action which has adversely affected the LLP's or AHP's Appointment and Clinical Functions, the relinquishment or restriction described in this Paragraph shall automatically terminate upon the reinstatement of the LLP's or AHP's registration by the Drug Enforcement Administration.

3) Failure to Maintain Required Insurance

An LLP's or AHP's failure to maintain continuous professional liability insurance coverage as required by this Manual or the Medical Staff Bylaws, Policies Rules and Regulations or Hospital Authority Bylaws or Policies shall be deemed a voluntary relinquishment of the LLP's or AHP's Clinical Functions as of that date until the matter is resolved and adequate professional liability insurance coverage is restored. In the absence of any corrective action which has adversely affected the LLP's or AHP's Appointment or Clinical Functions, the relinquishment described in this Paragraph shall automatically terminate upon the reinstatement of the LLP's or AHP's required professional liability insurance coverage.

4) Medical Records

a) An automatic relinquishment of an LLP's or AHP's Clinical Functions shall result after a warning of delinquency for failure to complete History and Physicals within twenty-four (24) hours of admission or to complete all medical records within twenty-one (21) days

after the date of discharge. LLP or AHP will be provided with a detailed listing weekly of all assigned incomplete records. The list will show the date of assignment to LLP or AHP.

b) An LLP or AHP with medical records remaining incomplete for twenty-one (21) days after discharge of the patient will be notified in writing by the Administrator or his or her designee. The Administrator or his or her designee shall send copies of the notice to the Chief of Staff and the Chairman of the LLP's or AHP's Department. The LLP or AHP shall have four (4) days from the date of the notice to complete all medical records incomplete over twenty-one (21) days identified in the weekly notice. If the medical records remain incomplete beyond the four (4) day period, the Administrator or his or her designee shall send the LLP or AHP a notice that his or her Clinical Functions have been automatically relinquished. A copy of this notice is sent to the Chief of Staff, the Chairman of the LLP's or AHP's Department, the Admissions Department and other Departments, if applicable. This automatic relinquishment of Clinical Functions can be waived only by the Administrator, or the Chief of Staff. The LLP's or AHP's Clinical Functions will be immediately reinstated when the LLP or AHP has completed all the incomplete records over twenty-one (21) days in full. A copy of the reinstatement notice will be sent to all parties previously notified of the automatic relinquishment.

c) An LLP or AHP remaining delinquent in excess of thirty-two (32) days past the date of the automatic relinquishment of the LLP's or AHP's Clinical Functions shall result in automatic relinquishment of his or her Appointment and all Clinical Functions and the LLP or AHP shall be required to pay $100.00 per record and reapply for Appointment and Clinical Functions by submission of an application to the Administrator or his or her designee. Any exception will be submitted to the Medical Executive Committee for individual consideration. The Administrator or his or her designee will be required to notify the delinquent LLP/AHP by certified mail at least twenty-four (24) hours prior to the LLP/AHP's automatic relinquishment of his or her LLP/AHP Appointment as applicable, and all Clinical Functions.

d) Said fees shall be in addition to the usual fee for initial applications and shall accompany the application for re-instatement of Clinical Functions.

5) Suspension or Termination of Sponsoring Physician's Clinical Privileges

In the event that a LLP's or AHP's Sponsoring Physician's Clinical Privileges are suspended for any reason, the LLP's or AHP's Clinical Functions are suspended concurrently. The suspension of the LLP's or AHP's Clinical Functions shall automatically terminate upon the reinstatement of the Sponsoring Physician's Clinical Privileges.

6) Termination of Relationship or Contract With Sponsoring Physician

In the event that the contractual relationship between a LLP or AHP with Clinical Functions and his/her Sponsoring Physician is terminated, expires or is not renewed, the Appointment and Clinical Functions of the LLP or AHP shall automatically concurrently terminate.

7) Termination of Exclusive Contract with Hospital

In the event that an LLP or AHP or his/her Sponsoring Physician provides services in the Hospital pursuant to an exclusive contract, either directly between the Sponsoring Physician or the LLP or AHP and the Hospital or pursuant to a contract between the Hospital and a third party that contracts with or employs the Sponsoring Physician, LLP or AHP, the LLP's or AHP's Clinical Functions shall terminate concurrently with any of the occurrence of any of the following events: (i) termination of the exclusive contract; (ii) termination of the LLP's or AHP's ability to provide services pursuant to such exclusive contract; or (iii) termination of LLP's or AHP's Sponsoring Physician's ability to provide services pursuant to such exclusive contract terminates.

ARTICLE IX – GRIEVANCE PROCEDURE

A. APPLICATION OF THIS ARTICLE

1) LLPs With Clinical Privileges

This Article IX does not apply to LLPs with Clinical Privileges. LLPs with Clinical Privileges are subject to the Fair Hearing Plan and Appellate Review Procedures set forth in the Medical Staff Bylaws.

2) LLPs and AHPs with Clinical Functions

This Article IX applies to LLPs and AHPs with Clinical Functions and SMAs. All references to "LLPs" in this Article IX shall mean LLPs with Clinical Functions.

B. Adverse Actions or Recommendations

1) When an LLP, AHP or SMA receives notice of a recommendation of the Medical Executive Committee that if not appealed to the Hospital Authority will adversely affect the LLP's or AHP's appointment or exercise of Clinical Functions or the SMA's Authorization, the LLP, AHP or SMA shall be entitled to initiate the Grievance Procedure in compliance with this Article IX.

2) When an LLP, AHP or SMA receives notice of a decision by the Hospital Authority that will adversely affect the LLP's or AHP's appointment or exercise of Clinical Functions or the SMA's Authorization, and such decision is not based on a prior adverse recommendation by the Medical Executive Committee with respect to which the LLP, AHP or SMA was entitled to the Grievance Procedure, the LLP, AHP or SMA shall be entitled to initiate the Grievance Procedure in compliance with this Article IX, before the Hospital Authority makes a final decision on the matter.

3) The following recommendations or actions shall be deemed adverse if such recommendations or actions are based on the LLP's, AHP's or SMA's competence or professional conduct, which conduct affects or could adversely affect the health or welfare of a patient or patients and which affects, or could affect, adversely the LLP's or AHP's Clinical Functions or appointment or the SMA's Authorization:

a) denial of initial LLP/AHP appointment or reappointment;

b) denial of requested initial Clinical Functions or failure to renew Clinical Functions;

c) reduction or restriction of Clinical Functions for a term of fourteen (14) days or more;

d) suspension of LLP/AHP Appointment, Clinical Functions or SMA Authorization for a term of fourteen (14) days or more (except in cases of Automatic Relinquishment or Restriction as provided in Article VIII);

e) revocation of LLP/AHP appointment; and

f) non-reinstatement of requested LLP/AHP Appointment, Clinical Functions or SMA Authorization following a leave of absence.

4) No other recommendations except those enumerated above in Article IX, B.(3) shall entitle an LLP, AHP or SMA to request a hearing. For example, neither voluntary relinquishment of Clinical Functions or SMA Authorization, nor the imposition of a requirement for retraining, additional training or continuing education, shall constitute grounds to initiate the Grievance Procedure, but shall take effect without the Grievance Procedure.

C. GRIEVANCE PROCEDURE

1) Initiation

The Grievance Procedure may be initiated by written request from the affected LLP, AHP or SMA by written notice to the Medical Executive Committee within ten (10) calendar days of the occurrence of any of the adverse actions or recommendations listed in Article IX, B.(3).

2) MEC Consideration

The MEC shall investigate, evaluate and provide a written response to such notice within thirty (30) calendar days of receipt of such notice. The MEC may elect to discuss the matter with the LLP, AHP or SMA.

3) Appeal

If the LLP, AHP or SMA disagrees with the MEC's response, the LLP, AHP or SMA shall have ten (10) days from receipt of the MEC's written response to submit a written request for appeal to the Chairman of the Board. The Chairman of the Board will, within thirty (30) days from receipt of the MEC's written response, schedule a meeting of the Joint Conference Committee to review the decision of the MEC. The LLP, AHP or SMA may appear at the Joint Conference Committee meeting at the sole discretion of the Administrator. The Joint Conference Committee shall render a written recommendation regarding the appeal within ten (10) calendar days from the meeting, which shall be forwarded to the Board for its consideration. Within thirty (30) days of receipt of the Joint Conference Committee's recommendation, the Board shall provide the LLP, AHP or SMA with its written decision which shall be final and binding.

ARTICLE X - DISPUTE RESOLUTION

A. Agreement to Mediation and Arbitration

The Hospital Authority and each LLP, AHP and SMA shall agree, as a condition to each appointment or reappointment, that before any action is taken in a court of law to resolve a dispute or seek a remedy with respect to any matter arising under this Manual, which is not subject to the Grievance Procedure described in Article IX of this Manual, including (without limitation) any Departmental or Committee function, the parties shall comply with the mediation and arbitration procedures provided below. This requirement shall apply to such actions against the Hospital Authority, its Board members, Officers, and employees and to actions against Staff Members, LLPs or AHPs. The arbitration procedure provided herein shall be the exclusive, final and binding remedy for the resolution of any such dispute, and resort to the courts shall be available following arbitration only to enforce compliance with the arbitration process provided herein and to enforce the award or remedy ordered as the result of an arbitration conducted in compliance with this Manual.

B. Voluntary Mediation

Mediation shall be voluntary and shall be undertaken by mutual agreement of the Board and the affected LLP, AHP or SMA. Mediation shall begin with the selection of mediation representatives. The LLP, AHP or SMA with the disputed matter, on the one hand, and the Board or Administration, on the other hand, shall each designate a representative to enter into mediation. In addition, the representatives shall choose a qualified, neutral mediator, and the mediator shall meet with the representatives in order to assist in developing options and formulating alternatives for resolving the issue. The representatives may also meet, without the mediator, over the course of a three (3) week period, in an effort to achieve resolution of the matter that is agreeable to both sides. The mediation process shall be conducted promptly and in good faith, over a period not to exceed three (3) weeks, unless an extension of such time period is agreed to in writing by the Board or Administration on the one hand, and the other party to the mediation. If the mediation process results in a proposed resolution acceptable to the parties, the proposed resolution shall be reduced to writing by the representatives. If the mediation process fails to result in a proposed resolution acceptable to the parties, and if the dispute does not involve an alleged breach of a legal duty or contractual obligation by any party, then the matter in controversy shall be submitted to the Board, in which case the action of the Board shall be final.

C. Arbitration

In the event the issue in dispute is the type of dispute described in Article X, A. above and involves an alleged breach of a legal duty or contractual obligation by any party which would otherwise state a cause of action in a court of law, and in the event that the parties do not elect a mediation process or the mediation process fails to resolve the disputed issue, the sole further remedy shall be submission of the dispute to arbitration pursuant to the provisions of the Georgia Arbitration Code (O.C.G.A. § 9-9-1 et seq.) as the same may be amended from time to time. Arbitration may be instituted upon the written request of the complaining party to the Board. Arbitration shall be

conducted by not more than three (3) arbitrators, at least one of whom shall be an attorney-at-law, and all of whom shall be experienced in dealing with hospital/medical staff issues. Upon application for arbitration, the Board and the affected LLP, AHP or SMA shall be given a reasonable opportunity to agree on the arbitration panel; but in the event no agreement is reached as to the arbitration panel, the provisions of the Georgia Arbitration Code shall be given effect.

The arbitration panel, in making its decision, shall enforce the provisions of this Manual, the Bylaws, Policies, and Rules and Regulations of the Hospital Authority and Staff, and applicable law, and shall include in its deliberations the following considerations:

1) The authority of the Board as the body with ultimate responsibility for all matters relating to the operations of the Hospital to effectively determine Hospital policy and to define and implement the Hospital Authority's goals and objectives in conjunction with the considerations in Article X, C. (2) below;

2) The expertise and responsibility of the Medical Executive Committee, other Staff Committees and Departments, and individual practitioners to effectively address clinical issues and issues of professional qualifications and performance in conjunction with the considerations in Article X, C. (1) above; and

3) Jurisdiction only over matters that would otherwise have stated a cause of action in a court of law.

The outcome of an arbitration held in compliance with this Manual shall be final and non-appealable, and may be enforced in accordance with the Georgia Arbitration Code.

ARTICLE XI – CONFIDENTIALITY AND INDEMNIFICATION

A. Confidentiality of Information

Information with respect to any LLP, AHP or SMA submitted, collected or prepared by any Representative for the purpose of evaluating and reviewing LLP's, AHP's or SMA's credentials, qualifications and competency, achieving and maintaining quality patient care, reducing morbidity and mortality, or contributing to clinical research shall, to the fullest extent permitted by law, be confidential and shall not be disseminated to anyone other than a Representative nor used in any way except as provided herein or except as otherwise required by law. Such confidentiality shall also extend to Information of like kind that may be submitted, collected or prepared by third parties. This Information shall not become part of any particular patient's file or of the general Hospital Authority records.

B. Immunity from Liability

1) No Representative of the Hospital Authority or Staff shall be liable to an LLP, AHP or SMA for damages or other relief for any action taken or statement or recommendation made within the scope of his or her duties as a Representative, if such Representative acts in good faith and without malice after a reasonable effort under the circumstances to ascertain the truthfulness of the facts and in the reasonable belief that the action, statement, or recommendation is warranted by such facts.

2) No Representative of the Hospital Authority or Staff and no third party shall be liable to an LLP, AHP or SMA for damages or other relief by reason of providing Information, including otherwise privileged or confidential Information, to a Representative of the Hospital Authority or Staff or to any other healthcare facility or organization of health professionals concerning an LLP, AHP or SMA who is or has been an Applicant for LLP/AHP Appointment or SMA Authorization or who did or does exercise Clinical Privileges or Clinical Functions or SMA Authorization or provide specified services at the Hospital provided that such representative or third party acts in good faith and without malice.

3) No Representative of the Hospital Authority or Staff shall be liable to an LLP, AHP or SMA for damages or other relief for any action taken or statement or recommendation made within the scope of his or her duties as a member of a medical review Committee or professional peer review body.

C. Activities and Information Covered

1) Application of Confidentiality and Immunity

Confidentiality and immunity provided by this Article shall apply to all acts, communications, reports, recommendations or disclosures performed or made in

connection with this or any other healthcare facility's or organization's activities concerning, but not limited to:

a) applications for appointment, Clinical Privileges or Clinical Functions, or SMA Authorization;

b) periodic reappraisals for reappointment, Clinical Privileges or Clinical Functions, or SMA Authorization;

c) corrective action;

d) hearings and appellate reviews;

e) patient care audits;

f) utilization reviews; and

g) other Hospital Authority, Department, or Committee activities related to monitoring and maintaining quality patient care and appropriate professional conduct.

2) Relation of Information to LLP, AHP or SMA

The acts, communications, reports, recommendations, disclosures, and other Information referred to in this Article XI may relate to an LLP's, AHP's or SMA's professional qualifications, clinical ability, judgment, character, physical and mental health, emotional stability, professional ethics, or any other matter that might directly or indirectly affect patient care.

D. Releases

By applying for, or exercising, Clinical Privileges or Clinical Functions or SMA Authorization providing specified patient care services within the Hospital, an LLP, AHP or SMA:

1) authorizes Representatives of the Hospital Authority and the Staff to solicit, provide and act upon Information bearing on his or her professional ability and qualifications;

2) agrees to be bound by the provisions of this Article and to waive all legal claims against any Representative who acts in accordance with the provisions of this Article; and

3) acknowledges that the provisions of this Article are express conditions to his or her application for, or acceptance of, LLP/AHP Appointment or SMA Authorization and the continuation of such appointment, or to his or her exercise of Clinical Privileges, Clinical Functions or SMA Authorization at the Hospital.

E. Cumulative Effect

Provisions in this Manual and in application forms relating to authorizations, confidentiality of Information, and immunity from liability shall be in addition to other protections provided by law and not in limitation thereof.

ARTICLE XII - ADOPTION AND AMENDMENT OF MANUAL

A. Adoption and Amendments of Manual

The Limited License Professionals and Allied Health Professionals Committee shall prepare and submit this Manual, and any subsequent amendments, to the Board for its approval, subject to the review of the Medical Executive Committee.

Approved by the
SGMC Berrien Campus Medical Staff
Medical Executive Committee
2/10, 2021

Approved by
The Hospital Authority of Valdosta and
Lowndes County, Georgia
February 17, 2021

Sam Allen, Chairman

APPENDIX A

LIMITED LICENSE PROFESSIONALS

Podiatrists
Psychologists

APPENDIX B

ALLIED HEALTH PROFESSIONALS

Nurse Practitioners
Physician Assistants

Audiologists
Certified Opthalmalic Assistant
Certified Opthalmalic Technician
Clinical Perfusionists
LPN (pediatrics)
Marriage & Family Counselors
RN (psychiatry)
RRT

APPENDIX C

STAFF MEMBER ASSISTANTS

Dental Assistants