
**TAYLOR STATION SURGICAL CENTER,
Ltd.
MEDICAL STAFF BYLAWS**

Adopted June 13, 2001
Amended and Restated January __, 2005
Amended May 16, 2006
Amended March __, 2007
Amended February 9, 2010
Amended and Restated October 19, 2016

ARTICLE I

Purpose

The purpose of the Medical Staff of the Company shall be to: promote quality care for all patients requiring services and treatment at the facility of the Company; provide a means whereby problems of a medical-administrative nature may be discussed by the Medical Staff with the governing body and administration of the Company; and to provide a mechanism for physician authorization to utilize equipment and facilities of the Company in patient treatment.

- K. **"Physician Emeritus"** shall mean a doctor of medicine or a doctor of osteopathic medicine who has served previously as, and is not currently, a member of the Medical Staff who has requested such status and has had such request approved by a majority of the Medical Staff Partners. The Board of Managers shall recommend to the Medical Staff Partners the purpose and scope of authority to be provided to each such Physician. Such status shall be granted for a one (1) year renewable term and shall be granted only to those Physicians who have contributed to the mission of the Company through meritorious service. The Medical Staff Partners shall also have the authority to grant renewal of such status upon expiration of any one (1) year term. The Board of Managers shall also have the authority to terminate such status. The designation, duration, and scope of authority of such status shall not entitle such Physician to any further rights, privileges, or entitlements under these Medical Staff Bylaws, including any voting rights in the Company or in Medical Staff matters.
- L. **"Practitioner"** shall mean any member of the Medical Staff, including Medical Staff Partners, Medical Staff Non-Partners, and Para-professional Health Associates, but shall not include those who are designated as Physician Emeritus by the Medical Staff Partners.

determinations, considerations will be given to utilization patterns, the quality and efficiency with which services are provided, present and projected patient mix, actual and planned allocations of physical, personnel and financial resources to general and specialized clinical and support services, and the Company's and Medical Staff's general and specific goals and objectives as reflected in the Company's short and long range plans.

6. Each physician must maintain professional liability insurance not less than the minimum amount if any, as determined by resolution of the Board of Managers after consultation with the Physician Advisory Council, or other evidence of financial responsibility as the Board of Managers may establish.
7. No Practitioner shall be automatically entitled to membership on the Medical Staff or to exercise particular clinical privileges merely because he is licensed to practice in this or any other state, or because he is certified or eligible for certification by any clinical board, or because he is a member of a medical school faculty, or because he had, or presently has, Medical Staff membership or privileges at another health care facility or in another practice setting. Nor shall any Practitioner be automatically entitled to appointment, reappointment, or particular privileges merely because he had, or presently has, Medical Staff membership or those particular privileges at the TSSC.
8. The Company, in its discretion, may enter into exclusive contracts with physicians, or physician groups, for various reasons which include, but are not limited to, the improvement of the efficiency of the Company, improvement of the quality of care provided to patients, assurance of adequacy of coverage, and for standardization of services and procedures. In such event, an applicant for Medical Staff membership or a Practitioner who is not a party to an exclusive contract or otherwise associated with a physician group subject to an exclusive contract and who practices in the same specialty area that is subject to the exclusive contract with the Company, shall be ineligible to obtain Medical Staff privileges to perform any procedures covered by the exclusive contract. In such event, there shall be no entitlement to the Appeals and Fair Hearing Procedure as provided in Article X.
9. The Medical Staff membership and privileges granted to a Practitioner who has entered into an exclusive contract with the Company is coterminous with the exclusive contract, i.e. the Practitioner's Medical Staff membership and privileges terminate upon termination of the exclusive contract with the Company. Upon termination of the exclusive contract with the Company, the effected Practitioner shall not be entitled to the Appeals and Fair Hearing Procedure as provided in Article X.

ARTICLE IV

Application for Membership

1. Applicants for Medical Staff membership shall provide honest and accurate information regarding:
 - Additional hospital or surgery center Medical Staff membership(s);
 - Professional liability insurance coverage and coverage limits as required by the Board of Managers;
 - Relinquishment of medical staff membership, privileges or licensure status;
 - Voluntary or involuntary limitation, reduction or loss of privileges at another health care organization;
 - Any involvement in liability claims;
 - Any license or DEA restrictions (including both current and pending investigations and challenges); and
 - Any Medicare and Medicaid sanctions.

Failure to provide complete and accurate information required shall be grounds for refusing to consider further application for Medical Staff membership.

If at anytime, there are any changes to the provided information the applicant is responsible for immediately informing the President of the Board of Managers.
(Reference Procedure for Processing Applications)

2. By application for appointment to the Medical Staff, the applicant authorizes and consents to the Company and the Company's representatives providing other health care facilities, state and federal agencies, professional associations and to other organizations concerned with provider performance and the quality and efficiency of patient care with any information the Company may have concerning him and releases the Company and its representatives from liability for doing so; provided such furnishing of information is done without malice.
3. By application for appointment to the Medical Staff, the applicant accepts and agrees that in the interest of full disclosure of the applicant's qualifications the Company may obtain from other health care facilities, state and federal agencies, professional associations, and other individuals and organizations information including, but not limited to, the following:
 - Professional qualifications and competence to carry out the practice privileges requested;
 - Physical and mental health status; and
 - Professional and ethical qualifications.

ARTICLE V

Appointment and Granting of Privileges

1. In receipt of a properly executed and completed application form, such application shall be reviewed by the Credentials Representative, who shall conduct such investigation concerning the credentials and qualifications of the applicant, as the Credentials Representative deems desirable. Factors which shall be considered by the Credentials Representative in making a recommendation include, but are not limited to, the applicant's:
 - Education and background;
 - Board certifications;
 - Clinical experience;
 - Competence;
 - Licensure or eligibility for licensure;
 - Peer references and recommendations;
 - Past experience at hospitals or health care facilities;
 - The ability of the applicant to work well with others and to abide by policies, procedures and ethical standards;
 - Professional liability insurance;
 - Dates on professional liability matters including claims and settlements;
 - License revocations, relinquishments, suspensions or limitations;
 - Medical Staff and clinical privilege revocations, relinquishments, suspension or limitations; and/or
 - Ability to perform privileges as requested.
2. The Credentials Representative shall deliver a written recommendation together with all accompanying documentation considered by him to the Physician Advisory Council at its next regularly scheduled meeting following completion of the investigation concerning the credentials and qualifications of the applicant
3. The Physician Advisory Council shall consider the recommendation of the Credentials Representative at its next regularly scheduled meeting or at an earlier meeting specially called for that purpose. The Physician Advisory Council may review the information considered by the Credentials Representative as well as any other additional information which may have come to the attention of the Physician Advisory Council. The Physician Advisory Council shall make its recommendation regarding the application to the Board of Managers within thirty (30) days of its meeting during which the recommendation of the Credentials Representative is first considered, except that the Physician Advisory Council may defer its recommendation for an additional thirty (30) days where the Physician Advisory Council determines in good faith that such a deferral is reasonable and necessary to consider the recommendation of the Credentials Representative.

Procedure provided in Article X. After such exhaustion or waiver of procedural rights, the Board of Managers by majority vote shall take final action upon the application for appointment to the Medical Staff, which action shall be the conclusive decision of the Board of Managers concerning the application for appointment to the Medical Staff. Written notice of the final action of the Board of Managers will be given to the applicant as soon as practicable. The final action and written notice thereof will identify the specific clinical privileges the applicant may exercise, if any, and any special conditions attached to the privileges, if any.

5. Exclusive Contracts: As set forth in Article III, an applicant for Medical Staff membership or a Practitioner who is not a party to an exclusive contract or otherwise associated with a physician group subject to an exclusive contract and who practices in the same specialty area that is subject to the exclusive contract(s) with the Company, shall be ineligible to obtain Medical Staff privileges to perform any procedures covered by the exclusive contract. In such event, there shall be no entitlement to the Appeals and Fair Hearing Procedure as provided in Article X. Further, the Medical Staff membership and privileges granted to a Practitioner who has entered into an exclusive contract with the Company is coterminous with the exclusive contract. Upon termination of the exclusive contract with the Company, the effected Practitioner shall not be entitled to the Appeals and Fair Hearing Procedure as provided in Article X.

7. Leave of Absence: A leave of absence may be requested by a member of the Medical Staff for medical leave of one month or greater or when otherwise necessary for non-medical reasons. A request for a medical leave of absence should be made as soon as possible based upon the circumstances giving rise to the need for such leave. A request for non-medical leave of absence may be requested when the Practitioner's absence will prevent the Practitioner from meeting the requirements of the Medical Staff and/or from fulfilling daily participation in ASC activities. A request for non-medical leave of absence must be made in writing to the President of the Board of Managers at least thirty (30) days prior to the start of the anticipated leave.

All leave of absence requests are to be submitted to the President of the Board of Managers. Requests for leave of absence shall include a statement as to the reasons for the leave and the specific period of leave requested accompanied by all necessary and supporting documentation. The President shall make a recommendation to the Physician Advisory Council upon receipt and review of a completed request for leave of absence. The Physician Advisory Council will review and consider such application and make a recommendation on the completed request for leave of absence to the Board of Managers. If granted, the Board of Managers will designate the duration of the leave of absence granted. The Board of Managers' decision relative to a request for a leave of absence is not subject to an Article X appeal.

8. Staff Membership upon Completion of Leave of Absence: At least thirty (30) days prior to the expiration of the leave of absence period, the Practitioner must submit to the Physician Advisory Council a written application for resumption of Medical Staff membership accompanied by all necessary and supporting documentation.

Failure to timely submit an application for resumption of Medical Staff membership as set forth herein will result in termination of Medical Staff privileges. A Practitioner whose Medical Staff privileges are terminated as a result of failing to submit a timely application has no rights of appeal of such termination under Article X.

The Physician Advisory Council will review and consider such application and make a recommendation on the application for reactivation of Medical Staff membership to the Board of Managers. If the decision of the Board of Managers on an application for resumption of Medical Staff membership is that the application be denied, the Practitioner may request an appeal pursuant to Article X.

request that the practitioner undergo a medical and /or psychiatric examination by a physician approved by the investigating body. Whoever conducts the investigation must complete a written report of the investigation as soon as possible including any recommendations for corrective action. The investigation process may be terminated at any time at the request of the Board of Managers, and may proceed with corrective actions as provided herein.

5. **Actions** - Upon receipt of the written report of the investigation and any recommendations for corrective action, the Board of Managers shall take action which may include, without limitation:
- (a) Rejection of the request for corrective action;
 - (b) A warning, letter of admonition or reprimand;
 - (c) A probationary period with retrospective review of cases, without special requirements for concurrent consultation or direct supervision;
 - (d) Reduction, suspension, or revocation of practice privileges;
 - (e) Suspension or limitation of prerogatives directly related to the Practitioner's provision of patient care; and/or
 - (f) Any other action believed to be in the best interest of patient care and safety.

The Board of Managers shall inform the Practitioner of its action by written notice. When the action taken by the Board of Managers is adverse to the Practitioner, then the Practitioner shall be entitled to the Appeals and Fair Hearing Procedure as provided in Article X. For purposes of Article VII, an action is "adverse" when the action of the Board of Managers constitutes a reduction, limitation, restriction, suspension, or revocation of the privileges of the Practitioner.

6. **Automatic Suspension**

- (a) Automatic suspension will occur whenever a Practitioner fails to meet the qualification for membership set forth in Article III.
- (b) Automatic suspension will occur whenever a Practitioner fails to comply with organizational integrity program.
- (c) Automatic suspension will occur whenever a Practitioner fails to satisfy interview requirements.
- (d) Medical Record Completion: A Practitioner's failure to prepare and complete medical records within the time period stated by the rules and regulations may result in the limitation or automatic suspension of privileges.

- (j) **Credential Representative Review:** Whenever a Practitioner is subject to an automatic reduction, limitation, restriction, suspension, or revocation taken pursuant to Section 6 (f) or 6 (g), the Credentials Representative shall review and consider the facts under which the action was taken as soon as possible. As soon as practical thereafter, the Credentials Representative shall prepare a written report to the Board of Managers of the findings of the review including any recommendations for corrective action. The Board of Managers shall then consider the written report and take action pursuant to Section 5.

7. **Summary Suspension**

- (a) Whenever a Practitioner's conduct requires that immediate action be taken to prevent danger to life, injury to himself or herself, patients, employees or other persons present in the facility, the President of the Board of Managers or in his absence any member of the Board of Managers shall have the authority to summarily suspend all or any portion of the privileges of a staff member. Such a suspension shall become effective immediately and remain in effect until completion of the procedure provided for in this Section. Prompt oral or telephone notice of such suspension shall be given to the Practitioner by the Board of Managers and written notification thereof should be given as soon as practicable.

The Credentials Representative shall assign all of the suspended Practitioner's patient to other Practitioners. When feasible, the Credentials Representative shall consider the patient's wishes in choosing substitute Practitioners.

- (b) **Board of Managers Review:** As soon as possible after such summary suspension, a meeting of the Board of Managers shall be convened to review and consider the action taken. The Board of Managers may modify, continue or terminate the terms of the summary suspension.
- (c) Unless the Board of Managers immediately terminates the summary suspension and ceases all further corrective action, the Practitioner shall be entitled to the Appeals and Fair Hearing Procedure as provided in Article X.

8. **Reapplication Subsequent to Corrective Action** - A Practitioner who has been denied practice privileges or who has been removed from the medical staff during the appointment year may not reapply for appointment or practice privileges for a period of one year unless specified otherwise in the terms of the corrective action.

(c) **Credentials Representative** The Credentials Representative shall be appointed by the Physician Advisory Council and must be a member of the Physician Advisory Council. The Credentials Representative shall serve a minimum term of two years. The duties of the Credentials Representative include, but are not limited to, the following:

- Investigates the credentials of all applicants for membership or privileges;
- Reviews the continuing membership and privileges of all staff members as outlined by the Medical Staff Bylaws Credentialing and reappointment policies and procedures;
- Reports to the Physician Advisory Council his recommendations;
- Reviews/revises Medical Staff Bylaws and make recommendations to the Board of Managers and Medical Staff Partners; and
- Conducts all other functions described in the Medical Staff Bylaws.

(d) The Following Committees are subcommittees of the Physician Advisory Council:

(i) **Performance Improvement Committee** – The Performance Improvement Committee shall consist of two Medical Staff Partners. The Performance Improvement Committee shall meet quarterly. The committee members shall serve minimum terms of two years. Duties of the Performance Improvement Committee include, but are not limited to, the following:

- Quality of patient care at the facility of the Company and to report therein to the Physician Advisory Council;
- Pharmacy and therapeutics;
- Operative and other procedure review;
- Unusual events i.e. medication reactions, anesthesia events;
- Establish criteria for peer review;
- Utilization review;
- Infection control;
- Peer review; and
- Medical record completion

(ii) **Ad-hoc Appeals Committee** – In the case of an appeal pursuant to Article X, an ad-hoc Appeals Committee shall be appointed by the Board of Managers, consisting of not less than three or more than five members of the Medical Staff Partners. One of the members so appointed shall be designated as the Chairman. It shall be the purpose of this committee to hear and determine

- (b) The ***Vice President*** will work closely with the finance department of the Company to oversee financial decisions, financial reporting and communicate the Company's current financial status to the PAC, Board of Managers and Medical Staff Partners.
- (c) The ***Secretary*** shall be responsible for assuring accurate and complete minutes, attend to correspondence of the Medical Staff, serve as the physician representative to the Company's Organizational Integrity Council, and be responsible for leading special projects as determined by the PAC and/or Board of Managers.

3. **Medical Director**

- (a) The officers of the Board of Managers shall approve a ***Medical Director***, after consultation with the Physician Advisory Council as provided pursuant to the paragraph 2.h. of the Agreement for Anesthesiology Services. The Medical Director shall execute duties which include, but are not limited to, the following:
 - Be responsible for and accountable to the Board of Managers and Physicians Advisory Council ("PAC") for all professional aspects of patient care within the Company, including the standards for quality of medical care and the performance of that care;
 - Supports the enforcement of the Medical Staff Bylaws;
 - Be accountable to the Board of Managers and PAC for monitoring the quality of clinical services and the effectiveness of quality assurance functions delegated to the Medical Staff;
 - Be responsible for implementation of actions taken by the PAC, Board of Managers and the Medical Staff;
 - Participate in the administration of actions taken by the PAC, Board of Managers and the Medical Staff;
 - Participate in the administration of the Company through cooperation with the Company Administration in matters affecting patient care, including staffing, supply containment, and compliance with licensing and accreditation standards;
 - Participate in the Medical Staff development of the Company;
 - Report to proper authorities all cases with legal and/or public health implications;
 - Serve as an ex-officio member of the PAC without a vote; and
 - Execute duties and implement programs assigned by the PAC and Board of Managers

ARTICLE IX

Resignation and Removal of Physician Advisory Council Members.

1. Voluntary resignation of a member of the Physician Advisory Council shall be as follows: The physician resigning would provide written notice to the Board of Managers stating the reason for the resignation and identifying the effective date of the resignation. Upon receipt of the notice of resignation, the Board of Managers shall appoint a successor for the vacant position.

2. A member of the Physician Advisory Council may be removed at the request of the Board of Managers for reasons including, but not limited to, the following:
 - Unwillingness to serve;
 - Incapacitation;
 - Ineligibility for Medical Staff membership;
 - Breach of confidentiality; and/or
 - Failure to follow Company's integrity program.

In such event, the Board of Managers shall appoint a successor for the vacant position.

- (c) The notice of hearing shall contain a concise statement of the allegations against the Practitioner and identification of any patient medical records in question and/or any other reasons forming the basis of the adverse determination which is the subject of the hearing. A list of any witnesses expected to testify and copies of any exhibits expected to be introduced into evidence at the hearing on behalf of the Medical Staff shall be provided to the Practitioner.
- (d) The Practitioner may request that the Chairman of the Ad-Hoc Appeals Committee grant a continuance of the scheduled hearing. Continuances shall be granted only upon a showing of good cause.

4. Hearing Procedure:

- (a) At such hearing, the Practitioner may be in attendance, speak on his own behalf and present such evidence in support of his position as he may desire, subject, however, to reasonable limitations of time as may be determined by the Chairman of the Ad-Hoc Appeals Committee and announced prior to the commencement of the hearing. The Practitioner shall have the right to representation by an attorney or other person of the Practitioner's choice, to call, examine and cross-examine witnesses and to submit a written statement at the close of the hearing. Failure of the Practitioner to appear for the hearing, without good cause, may result in the forfeiture of the Practitioner's hearing rights provided in this Article.
- (b) The Medical Staff, if it so desires, may have representation by an attorney or other person at the hearing to present the basis and rationale of the adverse determination which is the subject of the hearing. The Medical Staff representative shall have the right to present evidence and to call, examine and cross-examine witnesses.
- (c) At such hearing, the Ad-Hoc Appeals Committee hearing panel shall have available to it all information considered in the underlying adverse determination which is the subject of the hearing and the Ad-Hoc Appeals Committee may consider any other information of relevance to the issue. The rules of law shall not control the conduct of the hearing. Any relevant evidence shall be admitted, regardless of the admissibility of such evidence in a court of law.
- (d) Standard of Proof: Whenever a hearing relates solely to a proposed denial of (i) appointment to the Medical Staff, (ii) requested clinical privileges or (iii) requested advancement of privileges, the Practitioner shall have the burden of proving, by clear and convincing evidence, that he or she meets the standards for appointment or reappointment to the Medical Staff or for the granting of the privileges requested, and that the

and recommendations of the Ad-Hoc Appeals Committee. At such meeting, the Physician Advisory Council shall make its recommendation to the Board of Managers and shall forward such recommendation, together with any written objections submitted by the Practitioner, the written report of the Ad-Hoc Appeals Committee, the hearing record, and all other documentation considered by the Ad-Hoc Appeals Committee to the Board of Managers. Written notice of the recommendation of the Physician Advisory Council shall be given to the Practitioner. Within seven (7) days of such written notice being provided to the Practitioner, the Practitioner shall have the right to file written objections to the recommendations of the Physician Advisory Council with the Board of Managers.

- (c) At its next regularly scheduled meeting (or an earlier meeting called for that purpose), and upon receipt of any written objections submitted by the Practitioner, the Board of Managers shall consider such recommendation and any written objections submitted by the Practitioner and shall affirm, modify, or reverse the recommendation of the Physician Advisory Council. Such decision shall be considered the final decision of the Board of Managers. Written notice of the decision of the Board of Managers shall be given to the Practitioner, including a statement of the basis of the decision.

ARTICLE XII

Effective Date

These Bylaws shall become effective upon approval by the Class A Managers of the Board of Managers of the Company pursuant to Article XI.

TAYLOR STATION SURGICAL CENTER, LTD

MEDICAL STAFF BYLAWS

This is to certify that I have received a copy of the Medical Staff Bylaws, and that as of the date noted below, I agree that if I am accepted as a member of the Medical Staff of Taylor Station Surgical Center, Ltd., I shall abide by these Bylaws during the entire period of my Medical Staff membership.

X

Name (PLEASE PRINT)

Signature

Date

Adopted June 13, 2001
Amended and Restated January __, 2005
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