

Advanced Practice Provider Policy

TRIHEALTH SURGERY CENTER ANDERSON

A Medical Staff Document

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DEFINITIONS

“Advanced Practice Provider” or “APP” means those physician assistants, advanced practice registered nurses, and other eligible allied health professionals, as designated in Appendix A of this Policy, who have applied for and/or been granted Privileges to practice at the Center in collaboration with, or under the supervision of, a Physician with Medical Staff appointment and Privileges at the Center.

"Adverse" means a recommendation or action of the Medical Executive Committee or Governing Body that denies, limits, or otherwise restricts an APP's Privileges at the Center on the basis of professional conduct or clinical competence or as otherwise defined in this Policy.

“Affiliate Hospital” means TriHealth Hospital, Inc. which operates TriHealth Evendale Hospital.

“Appointee” means a Practitioner who has been appointed to the Medical Staff. An Appointee must also have applied for and been granted Privileges unless the appointment is to a Medical Staff category without Privileges or unless otherwise provided in the Bylaws.

“Bylaws” means the bylaws of the Medical Staff of the Center, including the attachments and amendments thereto, that constitute the basic ruling documents of the Center's Medical Staff.

“Center” means the TriHealth Surgery Center Anderson located in Cincinnati, Ohio.

“Federal Healthcare Program” means Medicare, Medicaid, TriCare, or any other federal or state program providing healthcare benefits that is funded directly or indirectly by the United States government.

“Governing Body” means the Board of Directors of TriHealth Hospital, Inc.

“Manager” means the individual responsible for overall management of the Center.

“Medical Executive Committee” or “MEC” means the executive committee of the Center's Medical Staff.

“Medical Director(s)” means the Practitioner designated by the Center to provide oversight and direction of the medical care, treatment, and services provided at the Center. The Medical Director(s) shall report to the applicable TriHealth System Clinical Chief.

“Medical Staff” means those Practitioners who are granted Medical Staff appointment at the Center.

“Medical Staff Policies” means those additional Medical Staff governing documents approved by the Medical Executive Committee and Governing Body including, but not limited to, this Advanced Practice Provider Policy.

“Physician” means an individual with a doctor of allopathic or doctor of osteopathic medicine or surgery degree who holds a current, valid license to practice medicine/surgery in Ohio.

“Podiatrist” means an individual with a doctor of podiatric medicine degree who holds a current, valid license to practice podiatric medicine/surgery in Ohio.

“Practitioner” means a Physician or Podiatrist who has applied for and/or been granted an appointment and/or Privileges at the Center.

“Privileges” or “Clinical Privileges” means the permission granted to a Practitioner (pursuant to the Bylaws) or APP (pursuant to the APP Policy) to provide specific patient care, treatment, and/or clinical services for the Center based upon the individual's professional license, education, training, experience, clinical competence, ability, and judgment.

“Professional Liability Insurance” means professional liability insurance coverage of such kind, in such amount, and underwritten by such insurers as required and approved by the Governing Body.

“Special Notice” means written notice sent by (a) certified mail, return receipt requested; or (b) personal delivery service with signed acknowledgement of receipt.

OTHER

Designee. Whenever an individual is authorized to perform a duty by virtue of his/her position (*e.g.*, the Medical Director, *etc.*), then reference to the individual shall also include the individual's designee.

Time Computation. Unless otherwise provided, in computing any period of time set forth in the Medical Staff governing documents, the date of the act from which the designated period of time begins to run shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday, or legal holiday in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. When the period of time is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded.

Not a Contract. This APP Policy is not intended to and shall not create any contractual rights between the Center and an APP and his/her supervising or collaborating Practitioner. Any and all contracts of association or employment shall control contractual and financial relationships between the Center and an APP and his/her supervising or collaborating Practitioner.

ARTICLE I

OVERVIEW

1.1 APPLICABILITY

- 1.1-1 This Policy is only applicable to APPs who have requested and/or been granted Privileges through the Medical Staff process.
- 1.1-2 All APPs who request Privileges at the Center must be credentialed through the Medical Staff consistent with this Policy and granted Privileges prior to providing care, treatment, and/or services to patients at the Center.
- 1.1-3 Attached hereto, and incorporated by reference herein, is Appendix A which sets forth the APP occupations/professions that are credentialed, eligible for Privileges, and managed through the Medical Staff pursuant to this Policy.
- 1.1-4 The Medical Staff shall make recommendations to the Governing Body, upon request, with respect to: (1) the APP occupations or professions that are eligible to request Privileges at the Center; (2) for each eligible APP occupation/profession, the mode of practice (*e.g.* independent or dependent), the scope of practice, and applicable Privilege set for each; (3) whether any changes should be made to existing APP requirements (*i.e.* qualifications, duties, privilege sets, *etc.*).

1.2 ROLE OF NURSING LEADERSHIP

Nursing leadership shall process, manage, evaluate, and support professional licensed nurses pursuant to currently established Center policies and procedures. Nursing leadership will not manage advanced practice registered nurses (*e.g.*, certified nurse midwives, certified registered nurse anesthetists, clinical nurse specialists, or certified nurse practitioners) with respect to those Privileges that are granted through the Medical Staff.

1.3 LIMITATIONS

- 1.3-1 APPs are not granted appointment to the Medical Staff and are not entitled to the fair hearing and appeal rights afforded to Medical Staff Appointees.
- 1.3-2 APPs may not vote on Medical Staff matters except within committees when the right to vote is specified at the time of committee appointment.

ARTICLE II

DUTIES OF APPOINTEES WHO EMPLOY, SUPERVISE, AND/OR COLLABORATE WITH AN APP

2.1 COLLABORATING/SUPERVISING PRACTITIONERS

2.1-1 Those Medical Staff Appointees with Privileges at the Center who employ, supervise, and/or collaborate with an APP shall agree to:

- (a) Acquaint the APP with the APP Policy and other applicable policies of the Medical Staff/Center as well as the Practitioners and Center personnel with whom the APP shall have contact.
- (b) Adhere to the requirements of any supervision agreement or standard care arrangement and otherwise provide appropriate supervision/collaboration consistent with this Policy, the APP's Privilege set, and applicable laws, rules, and regulations.
 - (1) It shall be the responsibility of the supervising Physician and his/her physician assistant to have a current, valid supervision agreement and to assure that the agreement is renewed in a timely manner in accordance with applicable Ohio laws and State Medical Board of Ohio rules.
 - (2) It shall be the responsibility of the advanced practice registered nurse and his/her collaborating Physician to maintain, if required, a current, valid, standard care arrangement in accordance with applicable Ohio laws and Ohio Board of Nursing rules.
- (c) Provide immediate notice to the Center when the collaborating/supervising Physician receives notice of (i) any grounds for suspension or termination of the APP's Privileges; or (ii) the occurrence of any action that establishes grounds for corrective action against the APP.
- (d) Provide immediate notice to the Center when the standard care arrangement or supervision agreement expires or is terminated.
- (e) Acknowledge and convey to the APP that the APP's Privileges at the Center shall be automatically suspended:
 - (1) If the APP's supervision agreement or standard care arrangement expires or is terminated and the APP does not have on file with the Center a current, valid standard care arrangement or supervision agreement with more than one (1) supervising or collaborating Physicians with Medical Staff appointment and Privileges at the Center; or,

- (2) In the event that the Medical Staff appointment and/or Privileges of the supervising/collaborating Physician lapse, are suspended, or terminated for any reason and the APP does not have more than one (1) supervising or collaborating Physicians with Medical Staff appointment and Privileges at the Center.

In such event, if the APP does not, as applicable, arrange for supervision by/collaboration with another appropriate Medical Staff Appointee with Privileges at the Center and/or submit a new, executed standard care arrangement or supervision agreement with another Physician with Medical Staff appointment and Privileges at the Center within thirty (30) days of the APP's automatic suspension, the APP's Privileges shall automatically terminate. Such automatic suspension/termination of APP Privileges shall not constitute an event that gives rise to any procedural due process rights pursuant to this Policy.

- 2.1-2 The employer of an APP shall furnish evidence of Professional Liability Insurance for his/her employee and shall assume full responsibility for care delivered by the APP and be fully accountable for the conduct of the APP within the Center.
- 2.1-3 Failure to properly supervise and/or collaborate with the APP shall be grounds for corrective action against an Appointee pursuant to the Medical Staff Bylaws.

ARTICLE III

PRIVILEGING

3.1 NATURE OF PRIVILEGES

- 3.1-1 The granting of Privileges shall be extended only to professionally competent APPs who continually demonstrate that they meet the qualifications, standards, and requirements set forth in this APP Policy.
- 3.1-2 No APP, including those employed by or contracted with the Center, shall provide care, treatment and/or services to patients at the Center unless he or she has been granted Clinical Privileges in accordance with the procedures set forth in this Policy.
- 3.1-3 An APP who is granted Privileges is entitled to exercise such Privileges and is responsible for fulfilling such obligations as set forth in this APP Policy and the applicable Privilege set.
- 3.1-4 APPs granted Privileges shall have such procedural rights, to the extent applicable, as set forth in this Policy.
- 3.1-5 APPs must comply with all limitations and restrictions imposed by their respective licenses or other credentials required by Ohio law to practice, the terms of their standard care arrangements or supervision agreements, as applicable, and may only provide care, treatment, and services in accordance with this APP Policy, other applicable Medical Staff/Center policies, the Privileges granted to them, and applicable laws, rules, and regulations.

3.2 NON-DISCRIMINATION

No APP shall be denied Privileges on the basis of: race; color; sex (including pregnancy); sexual orientation; gender identity; gender expression; transgender status; age (40 and older); religion; marital, familial, or health status; national origin; ancestry; disability; genetic information; veteran or military status; or any other characteristic(s) or class protected by applicable law.

3.3 NO ENTITLEMENT

No APP shall be entitled to the performance of particular Clinical Privileges at the Center merely by virtue of the fact that he or she holds a certain degree; is duly licensed to practice in this or any other State; is certified by any clinical board; is a member of any professional organization; had in the past, or presently has, similar Privileges at another hospital or healthcare entity; or is employed by or contracts with the Center.

3.4 DURATION OF PRIVILEGES

Granting of Privileges/regrant of Privileges shall be for a period of not more than two (2) years. A grant/regrant of Privileges of less than two (2) years shall not be deemed Adverse for purposes of this Policy.

3.5 RESOURCES

Requests for Privileges must be compatible with the policies, plans and objectives formulated by the Governing Body concerning: the Center's patient care needs and the care, treatment, and/or services provided by the Center; the Center's ability to provide the facilities, equipment, personnel, and financial resources that will be necessary if the application is approved; and the Center's decision to contract exclusively for the provision of certain medical/professional services with a Practitioner/APP or group of Practitioners/APP other than the APP applicant. To the extent an APP believes he/she may require resources beyond those normally offered by the Center to APPs with similar Privileges, the APP is responsible for indicating such requests on his/her application.

3.6 QUALIFICATIONS

Unless otherwise provided in this APP Policy, only those APPs who meet the following requirements upon application, and continuously thereafter, shall be deemed to possess the basic qualifications for Privileges:

3.6-1 Baseline Qualifications

- (a) Provide documentation of having successfully completed the professional education and training (*e.g.*, training programs, internships, residencies, and/or fellowships, as applicable) necessary to obtain and maintain Ohio licensure or such other credentials as required by Ohio law to practice his/her profession.
- (b) Have and maintain a current, valid Ohio license or such other credentials as required by Ohio law to practice his/her profession and meet the continuing education requirements to maintain such licensure or credentials as determined by the applicable State licensure board.
- (c) Have and maintain, if necessary for the Privileges requested, a current, valid Drug Enforcement Administration ("DEA") and Ohio OARRS registration.
- (d) Have and maintain Professional Liability Insurance.
- (e) Be able to read and understand the English language, to communicate effectively and intelligibly in English (written and verbal), and be able to prepare medical record entries and other required documentation in a legible and professional manner.

- (f) Participate or be eligible to participate in Federal Healthcare Programs.
- (g) Provide, if necessary for the Privileges requested, documentation of board eligibility or certification and maintenance of certification in his/her area(s) of practice at the Center by the appropriate board(s).
- (h) Designate, if necessary for the Privileges requested, a Physician with Medical Staff appointment and Privileges at the Hospital to supervise or collaborate with the APP.
- (i) Have and maintain, if necessary for the Privileges requested, a current, valid supervision agreement or standard care arrangement with his/her supervising or collaborating Physician as required by Ohio law, and provide a current copy of such agreement/arrangement to the Center.

3.6-2 Additional Qualifications

- (a) Have and maintain a provider number for Medicare issued by the United States Department of Health and Human Services and a provider number for Medicaid issued by the Ohio Department of Medicaid.
- (b) Provide documentation evidencing and demonstrate a current ability to exercise the Privileges requested safely and competently with or without a reasonable accommodation.
- (c) Provide documentation evidencing and demonstrate an ability to work with others in a cooperative and professional manner.
- (d) Participate equitably in the discharge of obligations appropriate to the Privileges granted.
- (e) Comply with the Center's conflict of interest policy, if any, as applicable.
- (f) Comply with Medical Staff requirements regarding criminal background checks.
- (g) Satisfy such other qualifications as are set forth in the applicable Delineation of Clinical Privileges and/or as otherwise recommended by the MEC and approved by the Governing Body.

3.7 RESPONSIBILITIES OF APPS

3.7-1 APPs with Privileges at the Center shall, as applicable to the Privileges granted to each such APP:

- (a) Provide continuous care and supervision of his or her patients or make alternative Practitioner/APP coverage arrangements.

- (b) Provide patients with care, treatment, and/or clinical services consistent with applicable professional standards of care.
- (c) Call for consultation and/or assistance, as needed, in the care of patients.
- (d) Abide by the APP Policy and other applicable Medical Staff/Center policies and procedures (including, but not limited to, the Center's conflict of interest, corporate responsibility/compliance, and HIPAA related policies), the ethical principles of his or her profession, accreditation standards, and applicable laws, rules, and regulations.
- (e) Discharge such APP duties and Center functions for which he or she is responsible.
- (f) Work cooperatively with other Practitioners, APPs, and Center staff and not engage in disruptive behavior with respect to other Practitioners, APPs, Center staff, patients, and patients' families.
- (g) Timely complete his/her medical records in accordance with Center policies and procedures.
- (h) Comply with such notification requirements as set forth in this APP Policy and other applicable Medical Staff Policies.
- (i) Participate in/cooperate with peer review/professional practice evaluation, quality assurance, performance improvement, and utilization review activities at the Center as requested by the Medical Staff.
- (j) Fulfill such other responsibilities as may be recommended by the MEC and approved by the Governing Body from time to time.

3.7-2 Failure to satisfy any of the aforementioned responsibilities may be grounds for denial of Privileges or corrective action pursuant to this Policy.

3.8 APPLICATION FOR PRIVILEGES

3.8-1 Each APP will be apprised of the privileging process upon request for an application for Privileges. All applications for Privileges shall be in writing, signed by the APP, and submitted on a form prescribed by the Center.

3.8-2 Unless otherwise provided, the application shall request information regarding the following:

- (a) Information, as applicable, regarding undergraduate education, professional school(s), and postgraduate training (*e.g.*, training programs, internships, residencies, fellowships, *etc.*) including the name of each institution, degree(s) granted, program(s) completed, dates

attended, and name(s) of Practitioners/APPs responsible for monitoring the APP's performance.

- (b) Evidence of a current, valid Ohio professional license or other credentials required by Ohio law to practice his/her profession and of participation in continuing education activities at the level required by the APP's licensing board. The Center, in its discretion, has the right to audit and verify the APP's participation in any such continuing education activities at any time
- (c) If necessary for the Privileges requested, evidence of a current, valid Drug Enforcement Administration (DEA) registration and attestation regarding Ohio OARRS registration.
- (d) Documentation of satisfaction of board certification requirements, as applicable.
- (e) Request for the Clinical Privileges for which the APP wishes to be considered.
- (f) At least two (2) peer recommendations are obtained and evaluated for all new APP applicants requesting Privileges.
 - (1) Peer recommendations are obtained from Practitioners or from APPs in the same professional discipline (*e.g.*, CNP, CRNA, *etc.*) as the APP applicant with personal knowledge of the applicant's ability to practice. Reasonable efforts will be made to obtain at least one (1) recommendation from an APP in the same specialty as the APP applicant.
 - (2) Peer recommendations should be provided by professionals who have worked with the APP within the past three (3) years; who have directly observed the APP's professional performance over a reasonable period of time; and, who can provide reliable information regarding the APP's current clinical competence, ethical character, and professional conduct. Peer recommendations may not be provided by the APP's relatives and only one (1) of the two (2) references may be from a Practitioner who currently supervises or collaborates with the APP.
 - (3) One reference should be received from the director of the APP's training program or a medical staff leader (*e.g.*, chief of staff/medical staff president, department chair, section chief, *etc.*) at a hospital at which the APP holds clinical privileges and address the APP's ability to safely and competently perform the Clinical Privileges requested at the Center, with or without a reasonable accommodation.

- (4) Peer recommendations include written information regarding the APP's current: medical/clinical knowledge; technical and clinical skills; clinical judgment; interpersonal skills; communication skills; and professionalism.
- (5) Peer recommendations may be in the form of written documentation reflecting informed opinions on each APP's scope and level of performance, or a written peer evaluation of APP-specific data collected from various sources for the purpose of validating current competence.
- (6) Sources for peer recommendations may include the following:
 - (i) An organization performance improvement committee, the majority of whose members are the APP's peers.
 - (ii) A reference letter(s), written documentation, or documented telephone conversation(s) about the APP from peer(s) who is knowledgeable about the APP's professional performance and competence.
 - (iii) A department or major clinical service chair who is a peer.
 - (iv) A medical staff executive committee.
- (7) Upon regrant of Privileges, when insufficient APP-specific data are available, the Medical Staff obtains and evaluates peer references.
- (g) The nature and specifics of any pending or completed action involving denial, revocation, termination, suspension, reduction, limitation, non-renewal, or voluntary (while under investigation or to avoid investigation for conduct or clinical competency concerns) or involuntary relinquishment of the APP's:
 - (1) License or other credentials required to practice any profession in any jurisdiction.
 - (2) DEA registration or other required credentials with respect to prescriptive authority.
 - (3) Membership or fellowship in local, state, or national professional organizations.
 - (4) Board certification or eligibility.
 - (5) Faculty membership at any professional school.

- (6) Clinical privileges at any other hospital, clinic, or health care institution.
- (7) The APP's provider status with a Federal Healthcare Program or any third party payer including insurance companies, HMOs, PPOs, MSOs, and PHOs.
- (h) Affirmation and demonstrated evidence that the APP is able to safely and competently exercise the Privileges requested with or without a reasonable accommodation.
- (i) Evidence of adequate Professional Liability Insurance coverage, as required by the Governing Body, and information for the last five (5) years on professional liability claims history and experience (*e.g.*, suits filed, pending, and concluded; settlements made; *etc.*) including the names of present and past insurance carriers.
- (j) An explanation of any: lawsuits (in addition to the professional liability claims history provided pursuant to subsection (i) above) in which the APP is/has been a party including the status or resolution of each such lawsuit; criminal charges (other than routine traffic tickets) of which the APP was found guilty or to which the APP plead guilty or no contest; pending criminal investigations; and, past criminal convictions including settlements.
- (k) Information regarding the APP's previous affiliations and work history including: names and addresses of current and prior professional practices with which the APP is or was associated and inclusive dates of such associations; and, names and locations of all other hospitals, clinics, or health care institutions where the APP provides or provided clinical services with the inclusive dates of each affiliation, status held, and general scope of clinical privileges.
- (l) Information as to whether the APP is, or has been, the subject of investigation by a Federal Healthcare Program and, if so, the status/outcome of such investigation.
- (m) Such information, if any, as may be required by the Center's conflict of interest policy.
- (n) Current, valid government-issued photo identification to verify that the APP is, in fact, the individual requesting Privileges.
- (o) Information necessary to complete a criminal background check on the APP.
- (p) Name of supervising/collaborating Physician(s) if necessary for the Privileges requested.

- (q) A current copy of the APP's supervision agreement(s) or standard care arrangement(s), and any amendments thereto, if required for the Privileges requested.
- (r) Such other information as the MEC may recommend and the Governing Body may require from time to time.

3.9 EFFECT OF APPLICATION

- 3.9-1 The APP will be given the opportunity to go through the qualifications and other requirements for Privileges with a Center representative either in person, by telephone, or in writing.
- 3.9-2 Upon receipt of the application and required application fee, a credentials file will be created and maintained by (or on behalf of) the Center.
- 3.9-3 By signing and submitting an application for Privileges, each APP:
 - (a) Acknowledges and attests that the application is correct and complete and that any material misstatement, misrepresentation, or omission is grounds for denial/termination of Privileges.
 - (b) Signifies his or her willingness to appear for interviews in regard to the application.
 - (c) Understands and agrees that if Privileges are denied based upon the APP's conduct or competence, the APP may be subject to reporting to the National Practitioner Data Bank and/or state authorities.
 - (d) Acknowledges and accepts the scope and extent of the provisions in Article IX that relate to authorization, as necessary, to obtain and release information, confidentiality of information, immunity for reviews and actions taken, and release of liability for obtaining and sharing information.
 - (e) Acknowledges and agrees that if/when an Adverse ruling is made with respect to his or her Clinical Privileges, the APP will exhaust the administrative remedies afforded by this Policy before resorting to formal legal action.
 - (f) Agrees to fulfill the obligations set forth in Section 3.7 and such other responsibilities as set forth in the applicable Privilege set.
 - (g) Agrees to immediately notify the Center, during the application process and thereafter, of any changes with respect to the information regarding his/her application at the time such change(s) take(s) place. The foregoing obligation shall be a continuing obligation of the APP so long as he/she has Privileges at the Center.

- (h) Acknowledges that he/she has received (or has access to) this APP Policy and other applicable Medical Staff/Center policies and procedures, and agrees to be bound by the terms thereof.
- (i) Acknowledges that the Center and Affiliate Hospital are part of the TriHealth System and that information is shared within the System. As a condition of being granted Privileges, the APP recognizes and understands that any and all information relative to his/her exercise of Privileges may be shared between the Center and Affiliate Hospital including peer review that is maintained, received, and/or generated by either of them. The APP further understands that this information may be used as part of the Center's and/or Affiliate Hospital's quality assessment and improvement activities and can form the basis for corrective action.

3.10 PRIVILEGING PROCESS

The completed application shall be submitted to the Center's Credentialing Verification Organization (CVO) and processed in accordance with the procedure set forth below.

3.10-1 CREDENTIALING COLLECTION AND VERIFICATION

- (a) The CVO shall be responsible for collecting and verifying all qualification information received, and for promptly notifying the APP of any problems with obtaining required information. Upon notification of any problems or concerns, the APP must obtain and furnish the required information. If the APP fails to furnish the requested information within thirty (30) days of written request therefore, the application shall be deemed to have been voluntarily withdrawn without right to the procedural rights set forth in this APP Policy and the APP shall be so informed.
- (b) The credentials of all APPs shall be checked through the National Practitioner Data Bank prior to acting upon a request for Privileges. The CVO shall also check the OIG Cumulative Sanction report, the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, and any other appropriate sources to determine whether the APP has been convicted of a health care related offense, or debarred, excluded or otherwise made ineligible for participation in a Federal Healthcare Program.
- (c) The APP shall have the burden of producing adequate information and documentation for a proper evaluation of his or her qualifications for Privileges and for resolving any doubts about such qualifications or any other concerns which the Medical Staff or Center may have.

3.10-2 ACTION BY MEC

- (a) At such time as all requested information has been received and appropriately verified by the CVO, the application shall be deemed complete. The MEC shall thereafter review the application and accompanying materials and make a written recommendation to the Governing Body as to whether the APP meets the necessary qualifications for the Privileges requested.
- (b) The MEC's written report, which may be included in meeting minutes, shall include an assessment of whether the APP should be (1) granted Clinical Privileges, (2) denied Clinical Privileges, or (3) deferred for further consideration.
- (c) All recommendations to grant Clinical Privileges will include the focused professional practice evaluation conditions relating to such Clinical Privileges.

- (d) Favorable Recommendation by the MEC

When the recommendation of the MEC is favorable to the APP, the Medical Director shall promptly forward the recommendation and related documentation to the Governing Body.

- (e) Adverse Recommendation

- (1) When the recommendation of the MEC is Adverse to the APP, the Medical Director shall promptly notify the APP by Special Notice.
- (2) No such Adverse recommendation need be forwarded to the Governing Body until after the APP has exercised or has been deemed to have waived his or her right, if any, to the procedural due process set forth in this APP Policy.

- (f) Defer Recommendation

When the recommendation of the MEC is to defer the application for further consideration, that recommendation must be followed within thirty (30) days by a subsequent MEC recommendation.

3.10-3 GOVERNING BODY ACTION

- (a) Favorable MEC Recommendation

- (1) At its next regular meeting after receipt of a favorable recommendation from the MEC, the Governing Body shall act on the matter. The Governing Body may adopt or reject any

portion of the MEC's recommendation that was favorable to an APP or refer the recommendation back to the MEC for additional consideration. In such event, the Governing Body shall state the reason(s) for the requested reconsideration and set a time limit within which a subsequent recommendation by the MEC must be made.

- (i) If the Governing Body's decision is favorable, such action shall be effective as its final decision.
- (ii) If the Governing Body's decision is Adverse to the APP, the Medical Director shall promptly notify the APP of such Adverse decision, by Special Notice, and such Adverse decision shall be held in abeyance until the APP has exercised or has been deemed to have waived his or her rights, if any, to the procedural due process set forth in this APP Policy. The fact that the Adverse decision is held in abeyance shall not be deemed to confer Privileges where none existed before.

(b) Adverse MEC Recommendation

At its next regular meeting after the APP's procedural rights, if any, have been exhausted or waived pursuant to this Policy, the Governing Body shall act in the matter. The Governing Body's decision shall be final.

(c) Without Benefit of MEC Recommendation

If the Governing Body does not receive a MEC recommendation within the time period specified, the Governing Body may, after notifying the MEC of the Governing Body's intent and allowing a reasonable period for response by the MEC, take action on the Governing Body's own initiative using the same type of criteria considered by the MEC.

- (1) If such action is favorable, it shall become effective as the final decision of the Governing Body.
- (2) If such action is Adverse, the Medical Director shall promptly notify the APP of such Adverse decision, by Special Notice, and such Adverse decision shall be held in abeyance until the APP has exercised or has been deemed to have waived his or her procedural rights, if any, pursuant to this APP Policy. The fact that the Adverse decision is held in abeyance shall not be deemed to confer Privileges where none existed before.

3.10-4 FINAL DECISION

When the Governing Body's decision is final, it shall send notice of such decision through the Medical Director to the APP by Special Notice. Notice shall also be provided to the Center Manager and staff, as appropriate.

3.11 TIME PERIOD FOR PROCESSING

The following time periods are considered guidelines and do not create any rights for an APP to have his/her application processed within these precise periods; provided; however, that this provision shall not apply to the time periods contained in Article VI. When Article VI is activated by an Adverse recommendation or action as provided herein, the time requirements set forth therein shall govern the continued processing of the application.

<u>Individual/Group</u>	<u>Time</u>
Credentialing Process	60 days
MEC	Next regular meeting
Governing Body	Next regular meeting

3.12 PROCESS FOR REGRANT OF PRIVILEGES

3.12-1 Prior to the expiration date of an APP's current Privilege period, a form prescribed by the Center for regrant of Privileges shall be provided to the APP.

3.12-2 Evidence of the following will be considered for each APP requesting regrant of Privileges.

- (a) Continued satisfaction of the qualifications for Privileges as set forth in Section 3.6 and the applicable Privilege set.
- (b) The same information requested upon initial application as set forth in Section 3.8-2 and any updates and changes to such information as necessary to bring the APP's credentials file current.
- (c) Professional practice evaluation data.
- (d) Fulfillment of the responsibilities set forth in Section 3.7.
- (e) Request for any change in Privileges.
- (f) Such other information as the MEC and Governing Body deems applicable.

3.12-3 The review and action of the CVO, the MEC, and Governing Body for an application for regrant of Privileges shall proceed in a similar fashion to the

process in Section 3.10 as applicable. For purposes of this section, the term "Privileges," as used in Section 3.10, shall be read as "regrant of Privileges."

- 3.12-4 If an application for regrant of Privileges has not been fully processed by the expiration date of the APP's current Privilege period, the APP's Privileges shall terminate as of the last date of his/her current Privilege period. An APP whose Privileges are so terminated shall not be entitled to the procedural rights provided in this APP Policy. If the APP qualifies, he/she may be granted temporary Privileges to meet an important patient care need pursuant to Section 4.1.

3.13 MODIFICATION OF PRIVILEGES

- 3.13-1 The APP may, either in connection with regrant of Privileges or at any other time, request modification of his/her Privileges by submitting a written request to the MEC on the prescribed form.
- 3.13-2 A request for modification of Privileges is processed in the same manner as an application for regrant of Privileges.
- 3.13-3 Requests for new Privileges during a current Privilege period requires evidence of appropriate education, training, and experience supportive of the request and will be subject to focused professional practice evaluation if granted.

3.14 RESIGNATIONS AND TERMINATIONS

- 3.14-1 Resignation of Privileges and the reason for such shall be submitted in writing to the MEC through the Medical Director who shall make copies available to the Governing Body. For information purposes, notice of the resignation shall also be provided to the Medical Staff and Center Manager and staff as appropriate.
- 3.14-2 In those cases when an APP moves away from the area without submitting a forwarding address or the APP's written intentions with regard to his or her Privileges, the APP's Privileges shall be terminated after approval by the MEC and the Governing Body.
- 3.14-3 In those cases where an APP moves away from the area and a forwarding address is known, the APP will be asked his or her intentions with regard to the Privileges. If the APP does not respond within thirty (30) days, the APP's name will be submitted to the MEC and the Governing Body for approval of termination of Privileges. The Medical Director will inform the APP, by Special Notice, of the approved termination.
- 3.14-4 An APP who resigns his/her Privileges is obligated to complete all medical records for which he/she is responsible prior to the effective date of the resignation. In the event the APP fails to do so, consideration may be given by

the Center to contacting the applicable State licensing board regarding the APP's actions.

- 3.14-5 Provided a resignation or termination pursuant to this Section 3.14 is determined by the Governing Body to be voluntary, resignation or termination under this section does not give rise to any procedural rights pursuant to this APP Policy.

3.15 REAPPLICATION

- 3.15-1 An APP who has received a final Adverse decision regarding grant/regrant of Privileges shall not be eligible to reapply for Privileges for a period of at least one (1) year from the latter of the date of the notice of the final Adverse decision or final court decision.
- 3.15-2 An APP whose Privileges are automatically terminated pursuant to Section 5.5-1 (a)-(e) shall not be eligible to reapply for Privileges for a period of at least one (1) year from the effective date of the automatic termination.
- 3.15-3 An APP who has resigned his/her Privileges or withdrawn an application for Privileges/regrant of Privileges while under investigation or to avoid an investigation for professional conduct or clinical competency concerns shall not be eligible to reapply for Privileges for a period of at least one (1) year from the effective date of the resignation or application withdrawal
- 3.15-4 An application submitted following the waiting period set forth in this Section 3.15 shall be processed as an initial application and the APP shall submit such additional information as the MEC and the Governing Body may require to demonstrate that the basis for the Adverse decision, automatic termination, or resignation/withdrawal has been resolved or no longer exists. If such information is not provided, the reapplication will be considered incomplete and voluntarily withdrawn and will not be further processed.

3.16 PROFESSIONAL PRACTICE EVALUATION

- 3.16-1 The Center's focused professional practice evaluation (FPPE) process is set forth, in detail, in the Medical Staff Peer Review Policy and shall be implemented for all: (i) APPs requesting initial Privileges; (ii) existing APPs requesting new Privileges during the course of a Privilege period; and, (iii) in response to concerns regarding an APP's ability to provide safe, high quality patient care. The FPPE period shall be used to determine the APP's current clinical competence and ability to perform the requested Privileges.
- 3.16-2 Upon conclusion of the FPPE period, ongoing professional practice evaluation ("OPPE") shall be conducted on all APPs with Privileges. The Center's OPPE process is set forth, in detail, in the Medical Staff Peer Review Policy and requires the Center to gather, maintain, and review data on the performance of all APPs with Privileges on an ongoing basis.

ARTICLE IV

TEMPORARY, EMERGENCY, AND DISASTER PRIVILEGES

4.1 TEMPORARY PRIVILEGES

4.1-1 CONDITIONS

Temporary Clinical Privileges may be granted only in the circumstances and under the conditions described in Section 4.1-2 below. Special requirements of consultation and reporting may be imposed by the Medical Director. Under all circumstances, the APP requesting temporary Clinical Privileges must agree in writing to abide by this APP Policy and other applicable Medical Staff/Center policies and procedures in all matters relating to his or her activities at the Center.

4.1-2 CIRCUMSTANCES

- (a) Upon recommendation of the Medical Director, the Manager may grant temporary Clinical Privileges on a case-by-case basis to APPs:
 - (1) Requesting new Privileges at the Center; or,
 - (2) To meet important patient care needs.
- (b) Criteria for granting temporary Privileges:
 - (1) Receipt of a complete application that raises no concerns.
 - (2) Primary source verification of training, current licensure, and current competency.
 - (3) Evaluation of APP specific information from an NPDB query.
 - (4) Confirmation that the APP has not been subject to the involuntary limitation, reduction, denial, or loss of his/her clinical privileges.
 - (5) Verification of DEA registration and attestation of Ohio OARSS registration, if applicable to the Privileges requested.
 - (6) Verification of Professional Liability Insurance.
 - (7) Verification that APP is eligible to participate in Federal Healthcare Programs.
 - (8) Confirmation, if required for the Privileges requested, of a collaborating/supervising Physician with Medical Staff appointment and Privileges at the Center.

- (9) Receipt of a current, valid supervision agreement or standard care arrangement, if required for the Privileges requested.
- (c) Temporary Privileges may be granted for a period of time not to exceed 120 days.

4.2 EMERGENCY PRIVILEGES

- 4.2-1 In the case of an emergency, any APP with Clinical Privileges is permitted to provide any type of patient care, treatment, and services necessary as a life-saving measure or to prevent serious harm – regardless of the APP’s Clinical Privileges – provided that the care, treatment, and services provided are within the scope of the APP’s license.
- 4.2-2 An APP exercising emergency Privileges must obtain all consultative assistance deemed necessary and arrange for appropriate post-emergency care. When the emergency necessitating this action is no longer present, the APP acting pursuant to this section must relinquish care of the patient to the Practitioner of record or other designated Practitioner with Medical Staff appointment and appropriate Privileges at the Center.
- 4.2-3 For purposes of this section, an "emergency" is defined as a situation where serious permanent harm to a patient is imminent or in which the life of a patient is in immediate danger and delay in administering treatment could increase the danger to the patient.

4.3 DISASTER PRIVILEGES

- 4.3-1 Disaster Privileges may be granted by the Manager, the Medical Director, or a member of the MEC. Disaster Privileges may be granted to licensed, volunteer Ohio APPs during a disaster when the Center activates its emergency management plan and cannot handle immediate patient needs. The responsible Center representative is not required to grant disaster Privileges to any APP and is expected to make such decisions on a case-by-case basis at his or her discretion.
- 4.3-2 The Manager, Medical Director, or member of the MEC, as applicable, may grant disaster Privileges upon receipt of a current/valid, government issued photo identification (*e.g.* driver's license or passport) in addition to at least one (1) of the following:
 - (a) A current photo identification (ID) card from a health care organization that clearly identifies the APP’s professional designation.
 - (b) A current license to practice.
 - (c) Primary source verification of licensure.

- (d) Identification indicating that the APP is a member of a state or federal Disaster Medical Assistance Team ("DMAT"), the Medical Reserve Corps ("MRC"), the Emergency System for Advance Registration of Volunteer Health Professionals ("ESAR-VHP"), or other recognized state or federal response organization or group.
 - (e) Identification indicating that a government entity has granted the APP the authority to provide patient care, treatment, or services in disaster circumstances.
 - (f) Presentation by a current Center staff member or Medical Staff Appointee or APP with personal knowledge of the volunteer APP's identity and clinical ability.
- 4.3-3 Primary source verification of licensure shall occur as soon as the disaster is under control or within seventy-two (72) hours from the time the volunteer APP presents to the Center, whichever comes first. If primary source verification of licensure cannot be completed within seventy-two (72) hours due to extraordinary circumstances (for example, no means of communication or lack of resources), the Center shall document all of the following: reason(s) primary source verification could not be performed within seventy-two (72) hours of the APP's arrival; evidence of the APP's demonstrated ability to continue to provide adequate care, treatment and services; and, evidence of the Center's attempt to perform primary source verification as soon as possible.
- 4.3-4 Based upon its oversight of each volunteer APP, the Center shall determine within seventy-two (72) hours of the APP's arrival if granted disaster Privileges should be continued.
- 4.3-5 The Manager or Medical Director shall be informed of any problems or concerns regarding a volunteer APP.
- 4.3-6 Disaster Privileges may be granted for a period of up to thirty (30) days.
- 4.3-7 All APPs who receive disaster Privileges must, at all time while at the Center, wear a photo identification badge from the facility at which they otherwise hold Privileges. If the APP does not have such identification, he or she will be issued a badge identifying him or her and designating the APP as a volunteer APP disaster care provider.
- 4.3-8 The professional performance of APPs who receive disaster Privileges shall be managed by and under the direct observation of a Practitioner designated by the Center Medical Director.
- 4.3-9 Disaster Privileges shall cease upon alleviation of the circumstances of disaster as determined by the Center Manager.

4.4 TERMINATION OF TEMPORARY OR DISASTER PRIVILEGES

- 4.4-1 The Medical Director may at any time revoke all, or any portion, of an APP's temporary or disaster Privileges.
- 4.4-2 Where the life or well-being of a patient is determined to be endangered, an APP's temporary or disaster Privileges may be terminated by any person entitled to impose a summary suspension pursuant to this APP Policy.
- 4.4-3 In the event an APP's temporary or disaster Privileges are revoked, the APP's patients shall be assigned to another APP or Practitioner with appropriate Privileges at the Center by the Medical Director. The wishes of the patient will be considered, where feasible, in choosing a substitute APP or Practitioner.

4.5 EFFECT OF TERMINATION

- 4.5-1 An APP shall not be entitled to the procedural rights afforded by this APP Policy because the APP's request for temporary Privileges is refused, in whole or in part; or, because all or any portion of the APP's temporary Privileges are terminated, not renewed, restricted, suspended, or limited in any way.

4.6 RECOGNITION OF NEW SERVICE OR PROCEDURE; AMENDMENT OF EXISTING PRIVILEGE SET

- 4.6-1 Requests for Privileges for a service or procedure that has not yet been recognized at the Center by the Governing Body shall be processed as follows:
 - (a) The APP must submit a written request for Privileges for a new service or procedure to the Medical Director who shall notify the MEC. The request should include a description of the Privileges being requested, the reason why the APP believes the Center should recognize such Privileges, and any additional information that the APP believes may be of assistance to the Medical Staff and Governing Body in evaluating the request.
 - (b) If the MEC recommends that the new service or procedure be recognized at the Center and determines that the new service or procedure can or should be included in an existing Privilege set, the MEC will provide the basis for its determination.
 - (c) If the MEC recommends that the new service or procedure be recognized at the Center and determines that a new Privilege set is required, the MEC shall develop privileging criteria based upon: a determination as to what specialties are likely to request the Privileges; the positions of specialty societies, certifying boards, *etc.*; the available training programs; and criteria required by other hospitals/healthcare facilities with similar resources and staffing. The MEC must provide in its report the recommended standards to be met with respect to the

following: education; training; board status; experience; whether proctoring/monitoring should be required; and, if so, the number of cases/procedures that should be performed during a Privilege period to establish current competency.

(d) The MEC shall forward its recommendation regarding the new service or procedure, whether favorable or not favorable, to the Governing Body for approval.

(1) If the Governing Body approves the new service or procedure, requests for Privileges for such service/procedure may be acted upon consistent with the APP Policy.

(2) If the Governing Body does not approve the new service or procedure, the requesting APP(s) will be so notified. A decision by the Governing Body not to recognize a new service or procedure does not constitute an appealable event for purposes of Article VI.

4.6-2 Delineation of Privileges (*i.e.*, Privilege sets) for care, treatment, and/or services provided at the Center may be adopted and amended following recommendation of the MEC and approval of the Governing Body.

ARTICLE V

COLLEGIAL INTERVENTION, INFORMAL REMEDIATION, CORRECTIVE ACTION, SUMMARY SUSPENSION, AUTOMATIC SUSPENSION AND TERMINATION

5.1 COLLEGIAL INTERVENTION & INFORMAL REMEDIATION

- 5.1-1 Prior to initiating corrective action against an APP for professional conduct or competency concerns, the Medical Director may elect, but is not obligated, to attempt to resolve the concern(s) informally. Any such informal/collegial attempts shall be documented and retained in the APP's quality file.
- 5.1-2 An appropriately designated Medical Staff committee may enter into a voluntary remedial agreement with an APP, consistent with the Medical Staff's Peer Review/Professional Practice Evaluation Policy, to resolve potential clinical competency or conduct issues. If the APP fails to abide by the terms of an agreed-to remedial agreement, the APP will be subject to the formal corrective action procedures set forth in Section 5.2.
- 5.1-3 Nothing in this Section shall be construed as obligating the Center or Medical Staff to engage in collegial intervention or informal remediation prior to implementing formal corrective action on the basis of a single incident.

5.2 CORRECTIVE ACTION

- 5.2-1 Any APP may provide information through the designated Medical Staff/Center reporting mechanism(s) regarding the professional conduct or clinical competence of another APP or Practitioner.
- 5.2-2 Corrective action against an APP may be initiated whenever the APP engages in or exhibits conduct, either within or outside the Center, that is, or is reasonably likely to be:
 - (a) Contrary to the APP Policy or other applicable Medical Staff/Center policies and/or procedures.
 - (b) Detrimental to patient safety or to the quality or efficiency of patient care in the Center.
 - (c) Disruptive to Center operations.
 - (d) Damaging to the Medical Staff's or the Center's reputation.
 - (e) Below the applicable standard of care.
- 5.2-3 Any of the following may request that corrective action be initiated:

- (a) Medical Director
 - (b) MEC or the chair thereof
 - (c) Manager
 - (d) Governing Body or the chair thereof
- 5.2-4 All requests for corrective action shall be submitted to the MEC in writing, which writing may be reflected in minutes.
- (a) The request must include reference to the specific activities or conduct that constitute(s) the grounds for the request.
 - (b) In the event the request for corrective action is initiated by the MEC, it shall reflect the basis for its recommendation in its minutes.
 - (c) The Medical Director shall promptly notify the Manager in writing of all such requests.
- 5.2-5 Upon receipt of a request for corrective action, the MEC shall act on the request. The MEC may:
- (a) Determine that no corrective action is warranted and close the matter.
 - (b) Determine that no corrective action is warranted and remand the matter for collegial intervention or informal resolution consistent with the applicable Medical Staff Policies.
 - (c) Initiate a formal corrective action investigation in accordance with the requirements set forth in this section.
- 5.2-6 A matter shall be deemed to be under formal investigation upon the following event, whichever occurs first:
- (a) The APP is notified by an appropriate Center or MEC representative (either verbally or by Special Notice) that a request for corrective action has been submitted to the MEC.
 - (b) The start of the MEC meeting at which a request for corrective action is being presented.
- 5.2-7 For the sole purpose of determining whether there is a potential reportable event, the matter will be deemed to be under formal corrective action until the end of the MEC meeting at which the issue is presented; provided, however, that if the MEC determines to proceed with a formal corrective action investigation, the matter shall remain under formal corrective action investigation until such time as the MEC rejects the request for corrective

action, closes the investigation, or a final decision is rendered by the Governing Body.

5.2-8 The APP shall be provided with written notice of a determination by the MEC to initiate a corrective action investigation.

5.2-9 The MEC may conduct such investigation itself; assign the task to the Medical Director, an *ad hoc* committee, or may refer the matter to the Governing Body for investigation and resolution.

(a) This investigative process shall not entitle the APP to the procedural rights provided in Article VI.

(b) The investigating individual/group will proceed with its investigation in a prompt manner. The investigative process may include, without limitation, a meeting with the APP involved who may be given an opportunity to provide information in a manner and upon such terms as the investigating individual/group deems appropriate; with the individual or group who made the request; and/or with other individuals who may have knowledge of or information relevant to the events involved.

(c) If the investigation is conducted by a group or individual other than the MEC or the Governing Body, that group or individual shall submit a written report of the investigation, which may be reflected by minutes, to the MEC as soon as is practical after its receipt of the assignment. The report should contain such detail as is necessary for the MEC to rely upon it including recommendations for appropriate corrective action or no action at all (and the basis for such recommendations).

(d) The MEC may at any time in its discretion, and shall at the request of the Governing Body, terminate the investigative process and proceed with action as provided below.

5.2-10 As soon as practical following completion of its report (which may be reflected by minutes), or receipt of a report from the investigating individual or group, the MEC shall act upon the request for corrective action. Its action may include, without limitation, the following:

(a) A determination that no corrective action be taken.

(b) Issuance of a verbal warning or a letter of reprimand.

(c) Imposition of a focused professional practice evaluation period with retrospective review of cases but without a requirement for prior or concurrent consultation or direct supervision.

(d) Recommendation of imposition of a focused professional practice evaluation period requiring prior or concurrent consultation, direct

supervision, or other form of monitoring/evaluation that limits the APP's ability to continue to exercise previously exercised Privileges.

- (e) Recommendation of additional training or experience.
- (f) Recommendation of reduction, suspension, or revocation of all, or any part, of the APP's Privileges.
- (g) Such other recommendation or action as permitted and deemed appropriate under the circumstances.

5.2-11 If the recommendation of the MEC is Adverse to the APP, the Medical Director shall promptly notify the affected APP in writing, by Special Notice, and the APP shall be entitled, upon timely and proper request, to the procedural rights set forth in Article VI. The Medical Director shall then hold the Adverse recommendation until the APP has exercised or waived his/her procedural rights after which the final MEC recommendation, together with all accompanying information, shall be forwarded to the Governing Body for action.

5.2-12 If the MEC (i) refers the matter to the Governing Body; or (ii) fails to act on a request for corrective action within an appropriate time as determined by the Governing Body, the Governing Body may proceed with its own investigation or determination, as applicable to the circumstances. In the case of (ii), the Governing Body shall make such determination after informing the MEC of the Governing Body's intent and allowing a reasonable period of time for response by the MEC.

- (a) If the Governing Body's decision is not Adverse to the APP, the action shall be effective as its final decision and the Medical Director shall inform the APP of the Governing Body's decision by Special Notice.
- (b) If the Governing Body's decision is Adverse to the APP, the Medical Director shall inform the APP, by Special Notice, and the APP shall be entitled, upon timely and proper request, to the procedural rights set forth in Article VI.

5.2-13 The commencement of corrective action procedures against an APP shall not preclude the summary suspension or automatic suspension or automatic termination of all, or any portion of, the APP's Privileges in accordance with the procedures set forth in Sections 5.3, 5.4, or 5.5.

5.3 SUMMARY SUSPENSION

5.3-1 Whenever an APP's conduct is of such a nature as to require immediate action to protect, or to reduce the substantial likelihood of injury or imminent danger to the life, health or safety of any individual at the Center (*e.g.*, patient, employee, visitor, *etc.*), any of the following have the authority to summarily suspend all, or any portion, of the Privileges of such APP:

- (a) Medical Director
 - (b) MEC or chair thereof
 - (c) Governing Body or chair thereof
- 5.3-2 A summary suspension is effective immediately. The person or group imposing the suspension shall immediately inform the Medical Director and Manager of the suspension, and the Medical Director shall promptly give Special Notice thereof to the APP.
- 5.3-3 As soon as possible, but in no event later than five (5) days after a summary suspension is imposed, the MEC, if it did not impose the summary suspension, shall convene to review and consider the need, if any, for corrective action pursuant to Section 5.2. The MEC may modify, continue, or terminate a summary suspension provided that the summary suspension was not imposed by the Governing Body.
- 5.3-4 In the case of a summary suspension imposed by the Governing Body, the MEC shall give its recommendation to the Governing Body as to whether such summary suspension should be modified, continued, or terminated. The Governing Body may accept, modify, or reject the MEC's recommendation.
- 5.3-5 Not later than fourteen (14) days following the original imposition of the summary suspension, the APP shall be advised, by Special Notice, of the MEC's determination; or, in the case of a summary suspension imposed by the Governing Body, of the MEC's recommendation as to whether such suspension should be terminated, modified, or sustained, and of the APP's procedural rights, if any, pursuant to Article VI.
- 5.3-6 A summary suspension that is lifted within fourteen (14) days of its original imposition on the grounds that such suspension was not required shall not be deemed an Adverse action for purposes of Article VI.

5.4 AUTOMATIC SUSPENSION

5.4-1 GROUNDS FOR AUTOMATIC SUSPENSION/LIMITATION

- (a) License
 - (1) Restriction

Whenever a APP's license or other credentials required by law to practice is/are restricted by the applicable licensing authority, those Privileges that are within the scope of said restriction shall be immediately and automatically restricted consistent with such action.

(2) Suspension

Whenever an APP's license or other credentials required by law to practice is/are suspended by the applicable licensing authority, his or her Privileges shall be automatically suspended.

(3) Probation

Whenever an APP is placed on probation by the applicable licensing authority, his/her Privileges shall automatically become subject to the same terms and conditions of the probation.

(b) Drug Enforcement Administration ("DEA")

(1) Suspension

Whenever an APP's DEA registration is suspended, his/her Privileges shall be automatically suspended.

(2) Probation

Whenever an APP is placed on probation insofar as the use of his or her DEA registration is concerned, the APP's Privileges regarding prescribing medications covered by the registration shall automatically become subject to the same terms and conditions of the probation.

(c) Professional Liability Insurance

An APP's Privileges shall be automatically suspended for failure to maintain Professional Liability Insurance in accordance with the requirements set forth in this APP Policy.

(d) Suspension From Federal Healthcare Program

Whenever an APP is suspended from participation in a Federal Healthcare Program, the APP's Privileges shall be automatically suspended.

(e) Suspension/Termination of Supervising/Collaborating Physician's Appointment/Privileges

Lapse, suspension, or termination of the APP's supervising or collaborating Physician's Medical Staff appointment and/or Privileges, for any reason, shall result in an automatic suspension of the APP's Privileges unless the APP has more than one (1) supervising or collaborating Physician with Medical Staff appointment and Privileges at the Center.

(f) Termination of Standard Care Arrangement/Supervision Agreement

Termination or expiration of the APP's standard care arrangement or supervision agreement shall result in an automatic suspension of the APP's Privileges unless the APP has more than one (1) current, valid standard care arrangement or supervision agreement with an appropriate Physician with Medical Staff appointment and Privileges at the Center on file at the Center.

(g) Delinquent Medical Records

An APP's Clinical Privileges shall be automatically suspended for failure to complete medical records as provided for in applicable Center policy.

5.4-2 EFFECT OF AUTOMATIC SUSPENSION/LIMITATION

- (a) An automatic suspension or action under Section 5.4.1 does not give rise to any procedural rights under this APP Policy.
- (b) As soon as practical after an automatic suspension occurs, the MEC shall convene to review and consider the facts under which such action was taken and to determine if corrective action is necessary pursuant to Section 5.2.
- (c) During such period of time when an APP's Privileges are suspended or limited, he/she may not, as applicable, exercise such Privileges at the Center.
- (d) The lifting of the action or inaction that gave rise to an automatic suspension or limitation of the APP's Privileges shall result in the automatic reinstatement of such Privileges.
- (e) The APP shall be obligated to provide such information as reasonably requested by the Center to assure that all information in the APP's credentials file is current.

5.5 AUTOMATIC TERMINATION

5.5-1 GROUNDS FOR AUTOMATIC TERMINATION

(a) License Revocation or Expiration

Whenever an APP's license or other credentials required by law to practice is/are revoked or expire(s), the APP's Privileges shall automatically terminate.

(b) Drug Enforcement Administration (“DEA”)

Whenever an APP’s DEA registration is revoked, the APP’s Privileges shall automatically terminate.

(c) Exclusion From Federal Healthcare Program

Upon exclusion, debarment, or other prohibition from participation in any Federal Healthcare Program, the APP’s Privileges shall automatically terminate.

(d) Professional Liability Insurance

In the event that written proof of Professional Liability Insurance coverage is not provided to the Center within thirty (30) days of an APP’s automatic suspension pursuant to Section 5.4-1(c), the APP’s Privileges shall automatically terminate as of the thirty-first (31st) day.

(e) Plea of Guilty to Certain Offenses

If an APP pleads guilty or no contest to, or is found guilty of a felony or other serious offense that involves (a) violence or abuse upon a person, conversion, embezzlement, or misappropriation of property; (b) fraud, bribery, evidence tampering, or perjury; or (c) a drug offense, the APP’s Privileges shall automatically terminate.

(f) Supervising/Collaborating Physician

If the APP’s Privileges are suspended pursuant to Section 5.4-1 (e) and the APP does not make arrangements for supervision by/collaboration with an appropriate Physician with Medical Staff appointment and Privileges at the Center within thirty (30) days of the automatic suspension, the APP’s Privileges at the Center shall automatically terminate as of the thirty-first (31st) day.

(g) Failure to Submit New Standard Care Arrangement/Supervision Agreement

If the APP’s Privileges are suspended pursuant to Section 5.4-1 (f) and the APP does not submit a new, executed standard care arrangement or supervision agreement with an appropriate Physician with Medical Staff appointment and Privileges at the Center within thirty (30) days of the automatic suspension, the APP’s Privileges shall automatically terminate as of the thirty-first (31st) day.

5.5-2 EFFECT OF AUTOMATIC TERMINATION

An automatic termination under Section 5.5-1 shall not give rise to any procedural rights under the APP Policy.

5.6 CONTINUITY OF PATIENT CARE

In the event of a summary suspension, an automatic suspension, or automatic termination, the APP's patients then at the Center shall be assigned to another APP or Practitioner with appropriate Privileges at the Center by the Medical Director. The wishes of the patient shall be considered, when feasible, in choosing a substitute APP or Practitioner.

5.7 CONSISTENCY OF ACTIONS/JOINT MEETINGS

5.7-1 CONSISTENCY OF ACTIONS

- (a) So that there is consistency between the Center and Affiliate Hospital regarding corrective action and the status of privileges considering that the Center and the Affiliate Hospital are part of the same health system, and that the Center and the Affiliate Hospital have agreed to share information regarding privileges, the following automatic actions shall occur:
- (1) If an APP's privileges are automatically suspended or terminated, in whole or in part, at an Affiliate Hospital, the APP's Privileges at this Center shall automatically and immediately become subject to the same action without recourse to the procedural due process provisions set forth in this APP Policy
 - (2) If an APP's privileges are summarily suspended or if the APP voluntarily agrees not to exercise privileges while undergoing an investigation at an Affiliate Hospital, such suspension or voluntary agreement not to exercise shall automatically and equally apply to the APP's Privileges at the Center and shall remain in effect until such time as the Affiliate Hospital renders a final decision or otherwise terminates the process.
 - (3) If an APP's privileges are restricted, suspended, or terminated at an Affiliate Hospital, in whole or in part, based on conduct or competency concerns, the APP's Privileges at the Center shall automatically and immediately become subject to the same decision without recourse to the procedural due process provisions set forth in this APP Policy, unless otherwise provided in the final decision at the Affiliate Hospital.

- (b) In the event that there is a potential for corrective action against an APP with Privileges at the Center and/or Affiliate Hospital; or in the event that there is a potential for denial of an APP's request for Privileges at the Center and/or Affiliate Hospital, the Center and Affiliate Hospital may, in their sole discretion, elect to convene a joint meeting of the respective MECs to discuss and address the issue prior to forwarding the MECs' recommendations to the Center and Affiliate Hospital boards for action. Such joint meetings shall be protected peer review committee meetings.

ARTICLE VI

APP PROCEDURAL RIGHTS

6.1 APPLICABILITY

- 6.1-1 The procedural rights set forth in this Policy are only applicable to APPs requesting or granted Privileges through the Medical Staff process.
- 6.1-2 The provisions in the Medical Staff Bylaws setting forth the procedural rights of Medical Staff applicants and Appointees do not apply to APPs.

6.2 PROCEDURAL RIGHTS FOLLOWING RECOMMENDATION OF DENIAL OF APPLICATION FOR PRIVILEGES

- 6.2-1 When the MEC proposes to make a recommendation to deny an APP's application for Privileges based upon professional conduct or clinical competence concerns, the APP shall be provided written notice, by Special Notice, of the MEC's proposed recommendation.
- 6.2-2 The APP shall then have five (5) days in which to submit a written response to the MEC as to why such Adverse recommendation should be withdrawn and a favorable recommendation made. The APP may meet with the MEC (or a subcommittee of the MEC) upon request. After reviewing the APP's written response and results of the meeting, if any, the MEC shall make its final recommendation to the Governing Body. The APP will be advised, by Special Notice, of the MEC's final recommendation; and, if applicable, the APP's right to appeal.
- 6.2-3 If the MEC's recommendation continues to be Adverse to the APP, the APP shall have five (5) days in which to submit a written appeal to the Governing Body. At the Governing Body's discretion, it may meet (or have a committee of the Governing Body meet) with the APP. During this meeting, the basis of the Adverse recommendation that gave rise to the appeal will be reviewed with the APP and the APP will have the opportunity to present any additional information the APP deems relevant to the review and appeal of the MEC's Adverse recommendation. After reviewing the Adverse recommendation of the MEC, the APP's written response/appeal, and the results of meetings with the APP, if any, the Governing Body shall take action.
- 6.2-4 Whenever the Governing Body determines that it will decide a matter contrary to the recommendation of the MEC, and the matter has not previously been submitted to the Joint Conference Committee, the matter will be submitted to such committee for review and recommendation before the Governing Body makes its final decision.
- 6.2-5 The APP will receive written notice, by Special Notice, of the Governing Body's final decision.

6.3 PROCEDURAL RIGHTS FOLLOWING CORRECTIVE ACTION OR SUMMARY SUSPENSION

6.3-1 The APP shall have five (5) days in which to submit a written response to the MEC as to why such limitation, suspension, or termination of the APP's Privileges should, as applicable, be lifted, rescinded, or not take place. The APP may meet with the MEC (or a subcommittee of the MEC) upon request. After reviewing the written response and results of the meeting, if any, the MEC shall make a recommendation regarding the limitation, suspension, or termination of the APP's Privileges to the Governing Body. The APP shall be advised, by Special Notice, of the MEC's recommendation, the basis for such recommendation; and, if applicable, the APP's right to appeal.

6.3-2 If the MEC recommendation is Adverse to the APP, the APP shall have five (5) days in which to submit a written appeal to the Governing Body. At the Governing Body's discretion, it may meet (or have a committee of the Governing Body meet) with the affected APP. During this meeting, the basis of the Adverse recommendation/action that gave rise to the appeal will be reviewed with the APP and the APP will have the opportunity to present any additional information the APP deems relevant to the review and appeal of the MEC's recommendation. After reviewing, as applicable, the recommendation of the person/group that imposed a summary suspension, the recommendation of the MEC, the APP's written response/appeal, and the results of meetings with the APP, if any, the Governing Body shall take action.

6.4 EMPLOYER NOTIFICATION

When an APP's Privileges are suspended, terminated, or otherwise curtailed, the APP's employer (if applicable) shall be notified as to the reasons for such action.

ARTICLE VII

CONFLICT OF INTEREST; CONTRACTED APPS; LEAVE OF ABSENCE

7.1 CONFLICT OF INTEREST

- 7.1-1 In any instance where an APP has or reasonably could be perceived to have a conflict of interest in any matter that comes before the Medical Staff or Medical Staff committee, the APP is expected to disclose the conflict to the individual in charge of the meeting. The APP may be asked and is expected to answer any questions concerning the conflict. The committee (or, in the absence of a committee, the individual in charge of the meeting) is responsible for determining whether a conflict exists and, if so, whether the conflict rises to the level of precluding the APP from participating in the pending matter.
- 7.1-2 For purposes of this Section 7.1, the fact that APPs are competitors, partners, or employed in the same group shall not, in and of itself, automatically disqualify such APPs from participating in the review of applications or other Medical Staff matters with respect to their colleagues.

7.2 CONTRACTED APPS

- 7.2-1 An APP who is or who will be providing specified professional services pursuant to a contract with the Center (or for a group holding a contract with the Center) is subject to all qualifications for Privileges/regrant of Privileges and must meet all of the obligations of Privileges as set forth in this APP Policy for any other APP.
- 7.2-2 The effect of the expiration or termination of an APP's contract with the Center (or the expiration or termination of an APP's association with the group holding the contract with the Center) upon an APP's Privileges at the Center will be governed solely by the terms of the APP's contract with the Center (or with the group holding the contract with the Center). If the contract is silent on the matter, then contract expiration or termination alone (or the expiration or termination of the APP's association with the group holding the contract with the Center) will not affect the APP's Clinical Privileges with the exception set forth in subsections 7.2-3 and 7.2-4 below.
- 7.2-3 In the absence of language in the contract to the contrary, if an exclusive contract under which such APP is engaged is terminated or expires, or if the relationship of the APP with the group that has the exclusive contractual relationship with the Center is terminated or expires, then those Privileges held by the APP that are covered by the exclusive contract shall also be terminated and the procedural rights afforded by Article VI shall not apply; provided, however, that the Governing Body in its sole discretion may waive this automatic termination result.

- 7.2-4 If the Center enters into an exclusive contract for a particular service(s), any APP who previously held Privileges to provide such service(s), but who is not a party to the exclusive contract (or otherwise employed by or contracted with the group that holds the exclusive contract with the Center), may not provide such service(s) as of the effective date of the exclusive contract irrespective of any remaining time on his/her Privilege term.

7.3 LEAVE OF ABSENCE

7.3-1 REQUEST

- (a) At the discretion of the MEC and subject to the approval of the Governing Body, an APP may, for good cause (which may include, but not be limited to, illness, injury, military duty, or educational sabbatical), obtain a voluntary leave of absence by giving written notice to the Medical Director stating the approximate period of time of the leave which may not exceed one (1) year or the ending date of the current APP Privilege period, whichever occurs first.
- (b) Prior to a leave of absence being granted, the APP shall have made arrangements acceptable to the MEC and Governing Body for the care of his/her patients during the leave.
- (c) During the period of the leave, the APP's Clinical Privileges and responsibilities shall be inactive.
- (d) In order to qualify for reinstatement following a leave of absence, the APP must maintain Professional Liability Insurance coverage during the leave or purchase tail coverage for all periods during which the APP held Privileges at the Center. The APP shall provide information to demonstrate satisfaction of continuing Professional Liability Insurance coverage or tail coverage as required by this provision upon request for reinstatement of Privileges.

7.3-2 TERMINATION OF LEAVE OF ABSENCE STATUS

- (a) At least thirty (30) days prior to the termination of the leave of absence, the APP must request reinstatement of his/her Privileges by sending a written notice to the Medical Director.
- (b) The APP must submit a written summary of relevant activities during the leave. The APP shall provide such additional information as requested by the MEC in order to determine whether the APP is qualified for reinstatement of his/her Privileges.
- (c) Once the APP's request for reinstatement is deemed complete, the procedures for regrant of Privileges set forth in Article VI of this Policy

shall, as applicable, be followed in evaluating and acting on the reinstatement request.

7.3-3 FAILURE TO REQUEST REINSTATEMENT

- (a) If an APP fails to request reinstatement of Privileges upon the termination of a leave of absence, the MEC shall make a recommendation to the Governing Body as to how the failure to request reinstatement should be construed.
- (b) If such failure is determined to be a voluntary resignation, it shall not give rise to any rights pursuant to Article VI of this Policy.

ARTICLE VIII

CONFIDENTIALITY, REPORTING IMMUNITY, AND RELEASES

8.1 SPECIAL DEFINITIONS

For purposes of this Article, the following definitions shall apply:

- 8.1-1 "Information" means records of proceedings, minutes, interviews, records, reports, forms, memoranda, statements, investigations, examinations, meetings, recommendations, findings, evaluations, opinions, conclusions, actions, data, and other disclosures or communications, whether in written or oral form, relating to any of the subject matter specified in Section 8.5.
- 8.1-2 "Representative" means the Center Governing Body and any director, officer, or committee thereof; the Center and its Manager, Medical Director, employees, and committees; the Medical Staff, its committees, and any Practitioner or APP with, as applicable, a Medical Staff appointment and/or Privileges at the Center; and any individual authorized by any of the foregoing to perform specific information gathering, analysis, use, or disseminating functions.
- 8.1-3 "Third Parties" means any individual or organization providing Information to any Representative.

8.2 AUTHORIZATIONS AND CONDITIONSBy submitting an application for/accepting Privileges at the Center, an APP:

- 8.2-1 Authorizes Representatives to solicit, provide, and act upon Information bearing on his/her qualifications.
- 8.2-2 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.
- 8.2-3 Acknowledges that the provisions of this Article are express conditions to his/her application for, acceptance of, and continuation/exercise of Privileges at the Center.

8.3 CONFIDENTIALITY OF INFORMATION

- 8.3-1 Information with respect to any APP submitted, collected, or prepared by any Representative of the Center or any other health care facility or organization of health professionals or medical staff for the purpose of: evaluating, monitoring or improving the quality, appropriateness and efficiency of patient care; evaluating the qualifications, competence, and performance of an APP; acting upon matters relating to corrective action; reducing morbidity and mortality; contributing to teaching or clinical research; determining that health care services are professionally indicated and performed in compliance with the

applicable standards of care; or, establishing and enforcing guidelines to help keep health care costs within reasonable bounds shall, to the fullest extent permitted by law, be confidential.

- 8.3-2 Such Information shall not be disclosed or disseminated to anyone other than a Representative or other health care facility or organization of health professionals or medical staff engaged in an official, authorized activity for which the Information is needed; nor, be used in any way except as provided in the APP Policy or as otherwise required by law.
- 8.3-3 Such confidentiality shall also extend to Information of like kind that may be provided to Third Parties.
- 8.3-4 This Information shall not become part of any particular patient's record.
- 8.3-5 It is expressly acknowledged by each APP that violation of the confidentiality provisions provided herein is grounds for corrective action pursuant to the APP Policy.

8.4 IMMUNITY FROM LIABILITY Submission of an application for/acceptance of Privileges at the Center constitutes an APP's express release of liability of the following:

- 8.4-1 For Action Taken: No Representative shall be liable to an APP for damages or other relief for any decision, opinion, action, statement, or recommendation made within the scope of his/her duties as a Representative provided that such Representative does not act on the basis of false Information knowing such Information to be false.
- 8.4-2 For Providing Information: No Third Party shall be liable to an APP for damages or other relief by reason of providing Information, including otherwise confidential or privileged Information, to a Representative(s) for purposes of completing or updating an application for Privileges, provided that such Third Party does not act on the basis of false Information knowing it to be false.

8.5 ACTIVITIES AND INFORMATION COVERED

- 8.5-1 The confidentiality and immunity provided by this Article applies to all Information made in connection with the Center's/Medical Staff's activities including, but not limited to:
 - (a) Applications for Privileges
 - (b) Applications for regrant of Privileges
 - (c) Corrective action.
 - (d) Procedural due process rights.

- (e) Peer review/performance improvement/quality assessment activities.
- (f) Utilization review/management activities.
- (g) Any other Medical Staff/Center activities related to evaluating, monitoring, and maintaining: quality and efficient patient care, treatment, and services; clinical competence; and, professional conduct.

8.6 RELEASES Upon request of the Center, each APP shall execute general and specific releases in accordance with this Article subject to applicable legal requirements. Such releases will operate in addition to the provisions of this Article. Execution of such releases shall not be a prerequisite to the effectiveness of this Article. Failure to execute such releases in connection with a peer review matter shall be grounds for corrective action and such failure shall be construed as a failure to participate in the peer review process.

8.7 CUMULATIVE EFFECT Provisions in this APP Policy and in the application or other Center or Medical Staff forms relating to authorizations, confidentiality of Information, and releases/immunity from liability are in addition to, and not in limitation of, other protections provided by applicable law. A finding by a court of law or administrative agency with proper jurisdiction that all, or any portion, of any such provision(s) is/are not enforceable shall not affect the legality or enforceability of the remainder of such provision(s).

ARTICLE IX

ADOPTION AND AMENDMENT OF APP POLICY

This APP Policy may be adopted and amended by the MEC and Governing Body pursuant to the procedure set forth in the applicable section of the Medical Staff Bylaws.

CERTIFICATION OF ADOPTION AND APPROVAL

Adopted by the Medical Executive Committee on _____, 2018

MEC Chair

Approved by the Governing Body on _____, 2018

Governing Body Chair

APPENDIX A

Advanced Practice Providers credentialed by the Medical Staff and eligible to be granted Clinical Privileges at the Center:

Certified Nurse Practitioners

Certified Registered Nurse Anesthetists

Physician Assistants