UC San Diego Health

Medical Staff Bylaws
UC San Diego Health
Credentials Policy

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PREAMBLE

This Credentials Policy is adopted in recognition of the University of California San Diego Health Medical Staff's responsibility for overseeing, on behalf of the Governing Body, the quality of patient care, treatment, and services provided by Members of the Medical Staff at UCSDH. Through this Policy, the Medical Staff provides a process to grant Membership, assess the credentials of its Practitioners, and outlines the process for granting the appropriate Privileges to each Practitioner.

This Policy is only applicable to Members of the Medical Staff. Advanced Practice Professionals (APPs) as defined in the Bylaws and as set forth below, are governed by the Advanced Practice Professionals Policy.

DEFINITIONS

The definitions that apply to the terms used in this Policy are set forth in the Bylaws.

ARTICLE 1
MEDICAL STAFF MEMBERSHIP

1.1 Basic Qualifications for Membership for All Categories of the Medical Staff

A. Membership and Privileges shall be extended only to individuals who are professionally competent and continuously meet the qualifications, standards, and requirements set forth in the Bylaws and this Policy.

B. An applicant must demonstrate and provide adequate information, as determined by the Medical Staff, to meet all the basic qualifications set forth in this Article in order to have an application for Membership considered and accepted for review. The applicant must:

1) Qualify under California law to practice as follows:

Physicians (M.D. or D.O.) must hold a current, unrestricted certificate or license (without probation, conditions, or restrictions) to practice medicine in the State of California or are otherwise authorized to practice pursuant to California law, or hold a valid registration to practice medicine issued by the Medical Board of California pursuant to Business & Professions Code Section 2111, 2113, or 2168.

Active duty military physicians (M.D. or D.O.) who hold a valid unrestricted license (without probation, conditions, or restrictions) to practice in any state may apply so long as the Privileges they are requesting are pursuant to an active agreement between UCSDH and the Department of Defense.

Dentists must have an unrestricted license (without probation, conditions, or restrictions) to practice dentistry by the California Board of Dental Examiners.

Podiatrists must have an unrestricted license (without probation, conditions, or restrictions) to practice podiatry by the California Board of Podiatric Medicine.

Clinical Psychologists must have an unrestricted license (without probation, conditions, or restrictions) to practice clinical psychology by the California Board of Psychology and/or Division of Allied Health Professions of the Medical Board of California.

2) Provide accurate information, to the satisfaction of the Medical Staff, to assess initial or continued qualifications for Membership and Privileges, which include all of the following:

a) Validation of the applicant's current professional license to practice in any state or other professional registration/license;

b) Be a member, employee, or subcontractor of the group or person that holds the contract, if requesting Privileges only in settings operated under an exclusive contract;

c) Adhere to the ethics of their respective profession;

d) Provide current information regarding federal or state criminal charges and convictions. Notification must occur within fifteen (15) calendar days of the charges. Failure to provide such notification is cause to discontinue processing an application for appointment or reappointment, or if warranted, automatic suspension, termination, or corrective action by the MSEC if previously granted;

e) Agree to work cooperatively and harmoniously with others and comply with all policies, rules, and plans of the Medical Staff, and any UCSDH, UCSD, and UC policies;

f) Agree to comply with the Health Insurance Portability and Accountability Act ("HIPAA") and California Confidentiality of Medical Information Act ("CMIA"), and otherwise keep confidential, as required by law, all protected patient information, medical information, or medical records; and

g) Agree to participate in and properly discharge all responsibilities of the Medical Staff, including participation in peer review activities, in a confidential manner.

1.2 Additional Membership Qualifications for Applicants to the Active, Courtesy, Consulting, and Active TL Staff

A. An applicant seeking Membership in the Active, Courtesy, Consulting, or Active TL Staff category must provide evidence that they meet the following qualifications set forth in this Section in order to have an application for Membership considered and accepted for review. The applicant must provide accurate information, to the satisfaction of the Medical Staff, to assess the following qualifications:

1) DEA registration, if applicable to the Member's practice, (DEA Certificate must include schedules 2, 2N, 3, 3N, 4 and 5) issued with a State of California local address;

2) Proof of continuous professional liability insurance with minimum limits as required by the EGB, to include an explanation of endorsements and any limitations;

3) Be located within sufficient proximity to the Member's primary location of practice in order to provide timely response to call and care to their patients;

4) If not contractually affiliated with UCSDH or a member of the UCSD faculty, provide the contact information of another Active Staff Member with similar clinical privileges who will provide coverage for the Practitioner;

5) Regardless of the applicant's status, timely and sufficiently respond to any and all questions, inquiries, and requests to document their adequate experience, education, and training in the requested Privileges; current professional competence; adherence to professional ethics; and adequate physical and mental health status (subject to any necessary reasonable accommodation) required to perform the requested Privileges;

6) Adequate documentation of background, education, experience, training, and current competence sufficient to assure, in the judgment of the appointing authorities, that any patient admitted to or treated at UCSDH shall be treated with quality professional care and skill;

7) Except as otherwise provided in the Bylaws and this Policy, be certified or currently qualified to take the board certification examination of a board recognized by the American Board of Medical Specialties, the American Osteopathic Association, the American Board of Podiatric Medicine, the American Board of General Dentistry, the American Board of Pediatric Dentistry, The Royal College of Physicians and Surgeons of Canada or a board or association with equivalent requirements approved by the MSEC in the specialty that the Member will practice at UCSDH. This requirement is applicable as follows:

   a) For applicants to the Medical Staff after January 1, 2021, successfully attain and maintain board certification as outlined in this Section, in the area(s) in which Privileges are requested within seven (7) years of completion of final training program.

   b) For Members who joined the Medical Staff between September 1, 2011 and December 31, 2020, successfully attain and maintain board certification as outlined in this Section, in the area(s) in which Privileges are requested within five (5) years of initial appointment.

c) The requirement for board certification does not apply to the following:

(i) Applicants and/or Members who are internationally trained and as a result, do not otherwise qualify for Board Certification. This includes Members practicing in California pursuant to Business and Professions Code Section 2111, 2113, and 2168. However, if the Applicant and/or Member's education and/or training does not preclude them from obtaining board certification from a board listed in this section, then this exception does not apply; and

(ii) Podiatrists or clinical psychologists.

d) These minimum requirements do not preclude stricter requirements for specified privileges at the discretion of the Service. Any such additional requirement(s) must be approved by the Service, Credentials Committee, MSEC, and EGB.

1.3 Waiver of Qualifications.

Any qualification requirement in this Article or any other Article of the Bylaws not required by law or governmental regulation may be waived at the discretion of the Executive Governing Body upon recommendation of the MSEC, upon determination that such waiver will serve the best interests of the patients of UCSDH.

1.4 No Automatic Membership

No individual shall be entitled to Membership merely because the applicant holds a certain degree, is licensed to practice in this or in any other state, is a member of any professional organization, is certified by any clinical board, or because the applicant had, or presently has, staff membership or privileges at another health care facility.

Appointment to the Faculty of the School of Medicine, UCSD, shall not automatically result in conferral of Membership, nor shall appointment to the Medical Staff result in a Faculty appointment. Absence of a Faculty appointment or contractual arrangement with UCSD does not disqualify a person from Membership.

1.5 Nondiscrimination

Membership shall be determined by uniformly applied professional criteria. Membership or particular Privileges shall not be denied on the basis of race, color, national origin, religion, creed, gender, medical condition, ancestry, marital status, age, sexual orientation, gender identity, sex, genetic information, citizenship or status as a covered veteran, or physical or mental disability if, after any necessary reasonable accommodation, the applicant complies with the requirements as set

forth in the Bylaws, Policies, Plans, and Rules.

1.6 Administrative and Contract Individuals

A. Contractors Who Have Clinical Duties

An individual with whom UCSDH contracts to provide services that involve Privileges must be a Member of the Medical Staff, achieving their status by the procedures described in this Policy. Unless a contract or agreement executed after this provision is adopted provides otherwise, or unless otherwise required by law, those Privileges made exclusive pursuant to a closed-staff specialty agreement or policy will automatically terminate, without the right of access to the review, hearing, and appeal procedures of the Bylaws and Fair Hearing Plan, upon termination or expiration of such individual's contract or agreement with UCSDH. In the event there is a conflict between the Bylaws, this Policy, and such contract with the Member, the contract terms shall prevail.

B. Subcontractors

Individuals who subcontract with individuals or entities who contract with UCSDH may lose any Privileges and/or Membership granted pursuant to an exclusive arrangement if their relationship with the contracting individual or entity is terminated, or UCSDH and the contracting individual's or entity's agreement or exclusive relationship is terminated.

1.7 Basic Responsibilities of Medical Staff Membership

Each applicant for Medical Staff Membership and/or Member shall continuously meet all of the following responsibilities:

A. Provides continuous care and attend to patients at UCSDH according to the principles established in the Bylaws, Policies, Plans, and Rules, and in accordance with the criteria established by their Service.

B. Agrees to know the Bylaws, Policies, Plans, and Rules, and all other Medical Staff policies, and be bound by them.

C. Agrees to treat patients in accordance with the Member's delineated Privileges as further described in the Bylaws and Article 3 of this Policy.

D. Agrees to supervise the provision of care provided by UCSDH staff, APPs, and House Staff (if applicable).

E. Agrees to abide by the policies and processes of UCSDH and the policies of the University of California.

F. Agrees to comply with all applicable laws and regulations of governmental agencies, and comply with applicable standards of The Joint Commission (TJC).

G. Agrees to discharge such Medical Staff, Service, and committee functions for which they are responsible by appointment, election, or otherwise.

H. Agrees to prepare and complete in a timely manner, according to the Bylaws, Policies, Plans, and Rules, including the Medical Records Policy, heath records and other required records for all patients for whom the Member in any way provides services. This includes standards pertaining to the timely completion of History and Physical examinations and informed consents, as more fully set forth in the Bylaws, Policies, Plans, and Rules and/or UCSDH policies and procedures.

I. Agrees to abide by the ethical principles of their profession.

J. Agrees to abide by the UCSDH Code of Conduct, the Medical Staff Professional Conduct Policy, and/or any other Medical Staff Policies, Plans, and Rules and/or UCSDH, UCSD, or UC policies that address conduct.

K. Agrees to refrain from unlawful fee splitting or unlawful inducements relating to patient referral.

L. Agrees to refrain from any unlawful discrimination against any person, including, but not limited to, any patient, UCSDH employee, UCSDH independent contractor, Member, Practitioner, House Staff, volunteer, or UCSDH visitor, based upon the person's race, color, national origin, religion, creed, gender, physical or mental disability, medical condition, ancestry, marital status, age, sexual orientation, gender identity, sex, genetic information, citizenship or status as a covered veteran, or by source of payment, subject to state and federal laws, and regulations.

M. Agrees to refrain from any harassment, including sexual harassment, against any person, including but not limited to, any patient, UCSDH employee, UCSDH independent contractor, Member, Practitioner, House Staff, volunteer, or UCSDH visitor. "Harassment" includes any unwelcome conduct that has the purpose or effect of creating a hostile or intimidating environment that is sufficiently severe or pervasive to alter the working conditions of a reasonable person. "Sexual harassment" includes unwelcome verbal or physical conduct of a sexual nature which may include verbal harassment (such as epithets, derogatory comments or slurs), physical harassment (such as unwelcome touching, assault, or interference with movement or work), and visual harassment (such as the display of derogatory cartoons, drawings, or posters).

N. Agrees to refrain from delegating the responsibility for diagnosis or care of UCSDH patients to an individual, House Staff (if applicable), or APP who is not qualified to undertake this responsibility or who is not adequately supervised.

O. Agrees to seek consultation whenever specialty expertise is warranted by the patient's clinical condition or by UCSDH policies and procedures.

P. Agrees to actively participate in and cooperate as requested with the Medical Staff in assisting UCSDH to fulfill its obligations related to patient care, including, but not limited to, continuous quality improvement, peer review, utilization management, quality evaluation, compliance, and related monitoring activities required of the Medical Staff, and in discharging such other functions as may be required from time to time.

Q. Agrees to provide, upon request, information from their office records or from outside sources as necessary to facilitate the care of or review of the care of specific patients.

R. Agrees to communicate with the appropriate Service Chief, Division Chief, East Campus Service Representative, ECMSC Chair, East Campus CMO, Officer, ACMO, or CMO when the Practitioner obtains credible information indicating that a fellow Practitioner may have engaged in unprofessional or unethical conduct or may have a health or other condition that poses a significant risk to the well-being or care of patients, and to cooperate as reasonably necessary toward the appropriate resolution of any such matter.

S. Agrees to accept responsibility for participating in Medical Staff proctoring in accordance with the Bylaws, Policies, Plans, and Rules, and/or UCSDH policies and procedures.

T. Agrees to complete Continuing Medical Education (CME) that meets all licensing requirements and is appropriate to the Member's specialty.

U. Agrees to work cooperatively with Members, APPs, nurses, UCSDH employees and administrative staff, House Staff, and any other members of the care team in a respectful and professional manner so as not to adversely affect patient care or UCSDH operations.

V. Agrees to participate in emergency service coverage as requested.

W. Agrees to continuously meet the qualifications for and perform the responsibilities of Membership as set forth in this policy and the Bylaws.

X. Agrees to cooperate with the Medical Staff in its efforts to comply with accreditation, reimbursement, and legal requirements.

Y. Agrees to supply requested information, and cooperate and appear for interviews with regard to their Membership and/or Privileges or in connection with peer review activities.

Z. Agrees to provide complete and accurate information on applications for Medical Staff appointment and reappointment, for Privileges and to immediately notify Medical Staff Administration of any changes in such information at the time the changes or events occur.

AA. Authorizes the Medical Staff to consult with members of medical staffs of other medical centers/hospitals/healthcare entities with whom the applicant or Member trained, has been associated with, or with others who may have information bearing on their health status, training, experience, competence, skill, ethics, professionalism, and other qualifications.

BB. Consents to the Medical Staff's inspection of all records and documents that may be material to an evaluation of their professional qualifications for the Privileges requested and/or was granted as well as an evaluation of their moral, professional, and ethical qualifications for Membership.

CC. Releases from liability, to the full extent permitted by law, all persons for their acts performed in connection with investigating and evaluating the applicant or Member and their credentials. The applicant or Member also releases from any liability, to the fullest extent permitted by law, all individuals and organizations who provide information regarding the applicant or Member, including otherwise confidential information.

DD. Agrees to inform the President of Medical Staff, the ACMO, and/or the Chief Medical Officer in writing promptly, but no later than fifteen (15) calendar days, following any notice of malpractice claims, any criminal charges, pleas of nolo contendere, or criminal convictions, any limitations or sanctions imposed or proposed by any other healthcare entity, licensing Board or drug control authority, or state and/or federally funded programs and any voluntary or involuntary relinquishment of any license, registration, privileges or medical staff membership, or any report filed with the NPDB, the Medical Board of California, or any other action against their license or membership and/or privileges at any institution.

EE. Agrees to conduct clinical research in accordance with all applicable laws and University policies regarding human subjects' research. Prior to conducting any clinical studies involving any patient at UCSDH, the Member must have: (a) received approval from the UCSD IRB to conduct and/or participate in the study; and (b) been granted those Privileges necessary to conduct the procedures involved in the study. The applicant or Member also agrees to inform the President of Medical Staff, ACMO, and/or the CMO in writing promptly, but no later than fifteen (15) calendar days, following notice by any IRB and/or the UCSD Research Compliance & Integrity Office that they are

suspended from conducting clinical trials, enrolling patients, serving as Primary Investigator, and/or serving as a sub-Investigator.

FF. Agrees to inform the President of Medical Staff, the ACMO, and/or the CMO in writing promptly, but no later than fifteen (15) calendar days, following (a) the substantiation of an allegation of sexual misconduct following a formal investigation by any educational institution, employer, regulatory or law enforcement agency, or other organization or entity, or through any other administrative or judicial proceeding; (b) any disciplinary action (*e.g.*, no-contact order, reprimand, probation, suspension), termination, dismissal, or involuntary separation from a post-secondary educational institution (college, university), medical staff, medical group, or employer related to allegations of sexual misconduct; (c) any administrative action (*e.g.*, investigatory leave, or voluntary or involuntary separation) by a post-secondary educational institution (college, university), medical staff, medical group, or employer exceeding thirty (30) calendar days related to allegations of sexual misconduct; (d) any administrative or disciplinary action by a health professional licensing authority related to allegations of sexual misconduct; (e) the imposition of any requirement that the Member is required to be accompanied by a chaperone when examining, diagnosing, or treating patients as a result of an allegation of sexual misconduct made against them; or (f) an 805.8 Report being filed about them with the California Medical Board.

GG. Agrees to provide timely and continuous care to their patients, which shall include but not be limited to responding promptly when contacted, and identifying acceptable and appropriate coverage for their patients when they are unavailable.

HH. Agrees to participate in patient and family education activities, as determined by their Service, UCSDH, the Medical Staff, and/or the MSEC.

II. Agrees to abide by other Medical Staff responsibilities as may be lawfully established from time to time by the Medical Staff or MSEC.

1.8 Standards of Conduct

In addition to UCSDH and Medical Staff policies regarding professional conduct, Members are expected to adhere to the Medical Staff Standards of Conduct, including, but not limited to the following:

A. General:

1) It is the policy of the Medical Staff to require that its Members fulfill their Medical Staff obligations in a manner that is within generally accepted bounds of professional interaction and behavior. The Medical Staff is committed to supporting a culture of safety and an environment that values integrity, honesty, and fair dealing with each other, and to

promote a caring environment for patients, individuals, employees, and visitors.

2) It is specifically recognized that patient care and UCSDH operations can be adversely affected whenever any of the foregoing occurs with respect to interactions at any level of UCSDH, in that all personnel play an important part in the ultimate mission of delivering quality patient care. Rude, combative, obstreperous behavior, as well as willful refusal to communicate or to comply with reasonable Rules, Plans, and Policies of the Medical Staff, and/or any policies of UCSDH, UCSD, and/or UC, may be found to constitute disruptive behavior.

3) In assessing whether particular circumstances in fact are affecting quality patient care or UCSDH operations, the assessment need not be limited to care of specific patients, or to direct impact on patient safety. Rather, it is understood that quality patient care embraces, in addition to medical outcome, matters such as timeliness of services, appropriateness of services, timely and thorough communications with patients, their families, and their insurers (or third-party payors) as necessary to effect payment for care, ongoing cooperation with healthcare team members, and general patient satisfaction with the services rendered and the individuals involved in rendering those services.

B. Conduct Guidelines

1) Upon receiving Membership and/or Privileges, the Member shall comply with the common goals of all Members to endeavor to maintain the quality of patient care and appropriate professional conduct.

2) Members are expected to behave in a professional manner at all times and with all people, patients, professional peers, UCSDH staff, visitors, and others in and affiliated with UCSDH.

3) Interactions with all persons shall be conducted with courtesy, respect, civility, and dignity. Members of the Medical Staff shall be cooperative and respectful in their dealings with other persons in and affiliated with UCSDH.

4) Complaints and disagreements shall be aired constructively, in a non-demeaning manner, and through official channels.

5) Cooperation and adherence to the reasonable policies of UCSDH and the Bylaws, Policies, Plans, and Rules is required.

6) Members of the Medical Staff shall not engage in conduct that is offensive or disruptive, whether it is written, oral, or behavioral.

7) It is the affirmative responsibility of all Members who hear, see, or are otherwise made aware of concerning behavior or actions of other Members or UCSDH personnel to promptly report such behaviors or concerns.

C. The Medical Staff or MSEC may promulgate Rules, Plans, or Policies further illustrating and implementing the purposes of this Article, including but not limited to, a Professional Conduct Policy, procedures for investigating and addressing incidents of perceived misconduct, and instituting progressive remedial measures, including, when necessary, corrective action.

1.9 Fitness for Practice Evaluations

At any time, the MSEC, or the Officers of the Medical Staff and the Service Chief, may require a Member to submit to a medical or psychological examination, including blood, urine or other biological, neurocognitive, or physiological testing, and to allow the MSEC (and the Physician Well-Being Committee, if the MSEC chooses) to inspect the records of the examination. If it is a requirement imposed by the Officers and the Service Chief, at least two must support the requirement.

The MSEC, or Officers and Service Chief, shall provide in writing to the Member a brief description of the reasons for the requirement, the identity of the evaluator, and a deadline for compliance. The Member shall complete the examination within the timeframe requested by the MSEC, or Officers and Service Chief. A failure to comply with such a request shall result in an automatic suspension.

ARTICLE 2
PROCEDURES FOR APPOINTMENT AND REAPPOINTMENT TO THE MEDICAL STAFF

2.1 General

The Medical Staff shall consider each application for appointment, reappointment, and Privileges, and each request for modification of Medical Staff category, using the procedure and the criteria and standards for Membership and Privileges in the Bylaws and this Policy. The Medical Staff shall also perform this function for applicants who seek Temporary Privileges. The Medical Staff shall review each applicant's qualifications before recommending action to the EGB. By applying to the Medical Staff for appointment or reappointment, the applicant agrees that regardless of whether they are appointed or granted the requested Privileges, to comply with the responsibilities of Membership and with the Bylaws, Policies, Plans, and Rules as they exist and as they may be modified from time to time.

2.2 Applicant's Burden

A. An applicant for appointment/reappointment shall have the burden of producing information deemed adequate by the Medical Staff for the proper

evaluation of competence, ethics, and other qualifications, and of resolving any doubts about such qualifications.

B. The applicant for appointment/reappointment shall have the burden of providing evidence that all the statements made and information provided on the application are true and correct.

C. Until the applicant for appointment/reappointment has provided all information requested by the Medical Staff, the application for appointment, reappointment, or Privileges will be deemed incomplete and will not be further processed.

D. Should information provided in the initial application for appointment or application for reappointment change during the course of the appointment process, the appointee has the burden to timely provide information about such change to Medical Staff Administration sufficient for the Medical Staff's review and assessment.

E. Any committee or individual charged under the Bylaws with the responsibility for reviewing an application for appointment, reappointment, and/or request for Privileges may request further documentation or clarification. If the individual or Member fails to adequately respond to such request within thirty (30) days, the application will be deemed incomplete, the request shall be deemed voluntarily withdrawn, and the processing of the application or request will then be discontinued.

F. Any committee or individual charged under the Bylaws with the responsibility for reviewing the appointment or reappointment application and/or request for Privileges shall have the authority to require the applicant to submit evidence of current health status, evidence of the ability to perform the Privileges being requested, and that the privileging criteria for appointment/reappointment has been met. A failure to comply with such a request will result in the application being deemed incomplete and it will be deemed withdrawn.

2.3 Application for Initial Appointment and Reappointment of Clinical Privileges

A. Application Form

An individual applying for appointment/reappointment shall complete an application form that requests information regarding the applicant and attests to the applicant's agreement to abide by the Bylaws and Medical Staff Policies, Plan, and Rules (including the standards and procedures for evaluating applicants contained therein) and releases all persons and entities from any liability that might arise from their review and/or acting on the application. The information shall be verified and evaluated by the Medical Staff using the procedure and standards set forth in this Policy and supporting policies of the

Medical Staff. Once all information on the application has been verified by Medical Staff Administration, the application and supporting documentation will be reviewed by the appropriate Division Chief (if applicable), Service Chief, and the Credentials Committee.

Following its review, the Credentials Committee shall recommend to the MSEC whether to appoint, reappoint, or grant specific Privileges. Membership and/or Privileges are granted for a period not to exceed two (2) years. No Member has the right to a two (2) year appointment, and appointments may be granted for periods less than two (2) years.

B. Basis for Appointment

1) Recommendations for appointment to the Medical Staff and for granting Privileges shall be based upon the applicant's training, experience, current professional performance, professionalism, qualifications, reputation, and their physical and mental ability to carry out all of the responsibilities specified in the Bylaws, Policies, Plans, and Rules. Recommendations from peers in the same professional discipline as the applicant and who have personal knowledge of the applicant's professional skills, are to be included in the evaluation of the qualifications of the applicant's qualifications.

2) UCSDH shall verify that the applicant requesting approval is the same individual identified in the credentialing documents by viewing a valid picture ID issued by a state or federal agency (*i.e.* driver's license or passport).

3) UCSDH shall verify in writing from the primary source whenever feasible the following information:

a) The applicant's current licensure at the time of initial granting, and upon renewal and revision of Privileges, and at the time of license expiration;

b) The applicant's relevant training; and

c) The applicant's current clinical competence.

4) An applicant who does not meet the basic qualifications for the requested Staff Category as outlined herein, is ineligible to apply for Membership, and the application shall not be accepted for review. If it is determined during the processing of an application that an applicant does not meet all of the qualifications for the requested Staff Category, the processing of the application shall be discontinued. An applicant who does not meet the basic qualifications, for which the application process is discontinued, is not entitled to the procedural rights set forth

in the Bylaws and Fair Hearing Plan, regardless of whether the review process was initiated.

C. Basis for Reappointment

Recommendation for reappointment to the Medical Staff and for renewal of Privileges shall be based upon a reappraisal of the Member's performance, including but not limited to clinical and professional conduct at UCSDH and in other settings. The reappraisal shall include confirmation of adherence to Membership requirements as stated in the Bylaws, Policies, Plans, and Rules, and the applicable Service expectations. Such reappraisal should also include relevant member-specific information from performance improvement activities and, where appropriate, comparisons to aggregate information about performance, judgment, professionalism, and clinical or technical skills. The results of peer review activities, including OPPE and any FPPE, shall also be considered. Recommendations from peers in the same professional discipline as the applicant and who have personal knowledge of the applicant's professional skills, are to be included in the evaluation of the qualifications of the applicant's qualifications. However, any requirements related to Fit Mask Testing, Tuberculosis Screening, and/or Flu (or other required vaccine) are not required for those applying for reappointment to the Affiliate Staff or Refer and Follow category.

D. Failure to File Reappointment Application

Failure by the Member to file a completed application for reappointment within the time specified pursuant to the Bylaws and this Policy, shall be considered a voluntary resignation at the end of the current appointment period. In the event Membership terminates for failure to timely file a request for reappointment, the Member shall not be entitled to any procedural rights as set forth in the Bylaws and Fair Hearing Plan.

In the event of an untimely, incomplete, or withdrawn reapplication, the Member who wishes to be reappointed may apply as a new applicant for Membership and Privileges based on the qualifications for Membership in effect at the time of the new application. The Member will not be permitted to perform any clinical activity at UCSDH until the new application has been fully processed and approved by the MSEC and Executive Governing Body.

E. Misstatement or Omission of Relevant Information During Application Process

If the MSEC determines that an applicant misrepresented or omitted relevant material information regarding their training, experience, and/or qualifications during the application process, or fails to disclose such information while their application remains pending final action, the application may be denied and/or their Membership and Privileges be terminated. Denial of an application for reason of misstatement or omission

that does not relate to a Medical Disciplinary Cause or Reason does not give the applicant or Member due process as outlined in the Bylaws and Fair Hearing Plan.

2.4 Approval Process for Initial Applications and Reappointment Applications

A. Recommendations and Approvals

As set forth in the Bylaws, the Division Chief (if applicable) and Service Chief of the Service in which the applicant seeks Privileges shall review applications, together with supporting documentation obtained during the credentialing process, and make a written recommendation to the Credentials Committee regarding whether (1) the individual qualifies for the privileges requested; and (2) if applicable, whether appointment should be granted or renewed. The Credentials Committee shall then review the application and make a written recommendation to the MSEC. The MSEC shall make a recommendation to the EGB that is either favorable, adverse, or defers the recommendation, along with the reason(s) for its recommendation.

If the applicant seeks Privileges from multiple Services, the Credentials Committee will designate one of the Services as the applicant's primary Service. The primary Service will be responsible for making the ultimate determination regarding whether the applicant qualifies for appointment/reappointment. However, each Service shall determine whether the individual qualifies for the Privileges requested within that Service.

B. The Executive Governing Body's Action

The EGB shall review the recommendation from the MSEC and take action by adopting, rejecting, modifying or sending the recommendation back for further consideration. After notice, the EGB may also take action on its own initiative if more than forty-five (45) calendar days have expired since the Credentials Committee's recommendation and the MSEC has not acted upon the applicant's request.

Applications for appointment, reappointment, or modification of privileges may also be approved by a delegated committee of the EGB so long as the following criteria is met: (1) the application is complete; and (2) the application has received a favorable recommendation from the Credentials Committee and the MSEC. The process for Expedited Credentialing is further set forth in MSP-23, Expedited Credentialing.

C. Notice of Final Action on Initial Applications or Reappointment Applications

When the EGB makes a final determination on applications for appointment, reappointment, or Privileges, notice will be given to the applicant, and, if the

decision differs from the recommendation of the MSEC, notice shall also be given to the MSEC.

2.5 Leave of Absence

A. Leave of Absence

1) *Request for Leave*: If, for any reason not identified in Subsection B.1. below, a Member requires a Leave of Absence from clinical duties that exceeds six (6) weeks, a request must be made in writing from the Member to the MSEC. The reason(s) for the request and the beginning and ending dates of the leave must be included with the request. The Member may, at any time, provide notice that the leave will be extended, and provide notification to the MSEC of the new leave end date. All Leaves of Absence or requests to extend a Leave of Absence must be approved by the MSEC. The Member, and their Service Chief will be notified in writing of the decision. Any such request cannot exceed one (1) year.

   If the Medical Staff receives credible information that a Practitioner is on a leave of absence that that exceeds six (6) weeks, but has not requested a formal Leave of Absence from the Medical Staff, the Officers of the Medical Staff can agree to place the Practitioner on a Leave of Absence. Notification will be provided to the Practitioner, the MSEC, and the Service for any Practitioners who are placed on a Leave of Absence. The Practitioner will be required to provide the end date of the Leave, and will be required to request Reinstatement from Leave as set forth below.

2) *Reinstatement from Leave:* At least fourteen (14) calendar days prior to returning from leave, the Member must request reinstatement and submit to the MSEC necessary documentation, as is appropriate, to support reinstatement to the Medical Staff. A subcommittee composed of the Officers may grant temporary reinstatement for a period of time not to exceed thirty (30) calendar days. Prior to granting temporary reinstatement, the Officers will review and verify whether the Member's health status and/or ability to carry out delineated Privileges were not adversely affected as a result of the time away from clinical practice at UCSDH. The Officers will also determine whether any additional information is needed before making a determination regarding reinstatement. The Officers' decision must be ratified by the MSEC at its next meeting. If the Officers do not grant temporary reinstatement, the MSEC will assess what assessments are required and determine who will perform the assessments as set forth in this subsection. The MSEC will then determine whether the Member is reinstated and if any modifications regarding the Member's Membership and/or Privileges is necessary. The Member requesting

reinstatement shall have the burden of producing information deemed adequate by the Officers and/or the MSEC for the proper evaluation of the Member's request, and of resolving any doubts about such reinstatement, consistent with Section 2.2 of this Policy.

B. Family Leave of Absence

1) *Request for Leave*: If a Member requires a leave of absence from clinical duties for childbearing, parental bonding, or to care for a family member with a serious health condition, for any amount of time, a request must be made in writing from the Member to the MSEC. The reason(s) for the request and the beginning and ending dates of the leave must be included with the request. The Member may, at any time, provide notice that the leave will be extended, and provide notification to the MSEC of the new leave end date.

The MSEC will be advised of any such leave, and unless the leave is sought to avoid reportable restrictions of Privileges for any Medical Disciplinary Cause or Reason, the leave will be granted. The Member, and their Service Chief will be notified in writing of the decision.

If the Medical Staff receives credible information that a Practitioner is on a leave of absence for any of the reasons enumerated in this subsection, but has not requested a formal Family Leave of Absence from the Medical Staff, the Officers of the Medical Staff can agree to place the Practitioner on a Family Leave of Absence. Notification will be provided to the Practitioner, the MSEC, and the Service for any Practitioners who are placed on a Family Leave of Absence. The Practitioner will be required to provide the end date of the Leave, and will be required to request Reinstatement from the Family Leave as set forth below.

2) *Reinstatement from Family Leave:* Members returning from Family Leave are required to provide necessary documentation supporting their return to practice. Reinstatement of Membership and Privileges previously held shall be granted upon request, except that the following shall apply:

a) If the leave was for childbearing, the Member is required to submit information sufficient to document that the Member is able to perform their Privileges without restriction. To the extent any modification of Privileges is necessary, the Member shall request reinstatement consistent with Section 2.5(A)(2).

b) Notwithstanding the above, the Medical Staff may take appropriate measures to ensure the current clinical competence

of any Member requesting a reinstatement from a Family Leave of Absence.

C. In the event the MSEC ultimately denies reinstatement for the Member, the failure to achieve a requested reinstatement will not give rise to procedural rights as stated in the Fair Hearing Policy unless the reason for non-reinstatement is based upon a Medical Disciplinary Cause or Reason. Additionally, requests for leave of absence shall not be granted if the leave is being sought to avoid reportable restrictions of Privileges for any Medical Disciplinary Cause or Reason.

D. During the period of the leave, the Member shall not exercise Privileges at UCSDH, and Membership rights and responsibilities shall be inactive, but the obligation to pay dues, to the extent applicable, shall continue unless waived by the MSEC.

E. Members who are on leave at the time they are due to be reappointed to the Medical Staff must submit a timely reappointment application to Medical Staff Administration.

F. A Member's failure, without good cause, to request reinstatement shall be deemed a voluntary resignation of their membership and Privileges, effective at the end of the approved Leave of Absence or the date their privileges and membership expire, whichever occurs first.

2.6 Waiting Period for Application Following Adverse Decision

A. Who Is Affected

1) A waiting period of five (5) years shall apply to the following individuals:

a) An applicant who:

(i) Has received a final adverse decision regarding appointment; or

(ii) Withdrew their application or request for Membership and/or Privileges following an adverse recommendation by the MSEC or the EGB.

b) A former Member who has:

(i) Received a final adverse decision resulting in termination of Membership and/or Privileges; or

(ii) Resigned from the Medical Staff or relinquished Privileges while an Investigation was pending or

following the issuance of an adverse recommendation by MSEC or EGB.

c) A Member who has received a final adverse decision resulting in:

(i) Termination or restriction of their Privileges; or

(ii) Denial of their request for additional Privileges.

If only some of the Member's privileges are terminated, restricted, or denied as the result of a final adverse action, the waiting period described in this section only applies to those specific Privileges.

2) If loss of Membership or Privileges was due to automatic suspension or termination as defined in Article 9 of the Bylaws and Article 1 of the Fair Hearing Plan, the waiting period does not apply, and the Member can reapply as soon as the basis for the automatic suspension is cured.

B. Date When Action on Application or Reapplication Becomes Final

The action by the Medical Staff regarding an application for appointment or reappointment is considered final on the latest date on which the application or request was withdrawn, a Member's resignation became effective, or upon completion of (i) all Medical Staff and UCSDH hearings and appellate reviews, if any; and (ii) all judicial proceedings.

C. Effect of the Waiting Period Following Adverse Action or Other Discipline

An application following a prior adverse action by the MSEC will be processed as a new application. As part of the application, the applicant shall document that the basis for the adverse action no longer exists, that they have corrected any problems or concerns that prompted the adverse action, and/or that the individual has complied with any specific training or other conditions that were imposed.

2.7 Confidentiality; Impartiality

To maintain confidentiality and to assure the unbiased performance of appointment and reappointment functions, participants in the credentialing process shall limit their discussion of the matters involved to the formal avenues provided in the Bylaws and/or this Policy for processing applications for appointment, reappointment, and/or Privileges.

ARTICLE 3
PRIVILEGES

3.1 Exercise of Privileges

Except as otherwise provided in the Bylaws or this Policy, every individual providing direct clinical services at UCSDH shall be entitled to exercise only those specific Privileges approved by the MSEC and Executive Governing Body.

3.2 Criteria for Privileges

Subject to the approval of the MSEC and Executive Governing Body, each Service will be responsible for developing criteria for granting specific Privileges. These criteria endeavor to assure uniform quality of patient care, treatment, and services.

Documentation of each Member's current Privileges (granted, modified, or rescinded) at each UCSDH location, shall be available electronically through Medical Staff Administration.

3.3 Academic Medical Center Privileges

Privileges at any of the Academic Medical Center facilities (Hillcrest or Jacobs hospital facilities) require a Teaching Affiliation to promote and support the teaching mission at UCSDH. For purposes of this Policy, a Teaching Affiliation signifies a Practitioner who has a teaching role at UCSDH as defined in the Bylaws.

3.4 Delineation of Privileges in General

A. Requests

A request for Privileges or a modification of Privileges must be supported by documentation of training and/or experience supportive of the request.

B. Basis for Privilege Determinations

Initial requests for Privileges shall be evaluated, as applicable, on the basis of the applicant's license, education, training, experience, demonstrated professional competence, judgment and clinical performance, and health status. Initial Privilege determinations shall also be based on pertinent information concerning clinical and professional performance obtained from other sources, especially other institutions and health care settings where an applicant exercised or currently exercises privileges.

When renewing Privileges, a review of the individual's performance within UCSDH shall be completed. Peer recommendations shall be obtained and include written information regarding the individual's current medical/clinical knowledge, technical and clinical skills, clinical judgment, interpersonal skills, communication skills, and professionalism.

For applicants that are applying for privileges at the East Campus Medical Center who are currently practicing at Alvarado Medical Center in San Diego, California, in lieu of peer references, the Medical Staff will accept an attestation from the current Alvarado Medical Center Chief of Staff or their current Alvarado Medical Center Department Chair attesting to the following: (a) the applicant's current clinical competence; (b) that the applicant is in Good Standing as is defined in these Bylaws; (c) that the applicant is not currently subject to any FPPE or has previously been subject to an FPPE (excluding routine proctoring); and (d) confirming that the applicant's OPPE and FPPE does not reveal any concerns about the applicant's current clinical competence. A copy of the OPPE and FPPE must be provided with the attestation. This exception will apply for applicants who apply on or before December 1, 2023.

There will be a determination by the applicable Service and/or Division as to whether a sufficient number of procedures each year are performed to develop and maintain the applicant's skills and knowledge, and compliance with any specific criteria. The Medical Staff shall conduct adequate privileging activities, including but not limited to queries with the NPDB, the Medical Board of California, and other relevant agencies.

C. Before recommending Privileges, the organized Medical Staff shall also evaluate the applicant's license or certificate status.

D. Telemedicine Privileges

1) Individuals who wish to participate in the delivery of telehealth services via telemedicine technology must be granted Telemedicine Privileges. Telemedicine Privileges can be processed as follows:

a) Utilizing the full credentialing and privileging processes outlined in this Article; or

b) When a credentialing agreement exists with a TJC-accredited telemedicine entity, UCSDH may rely on the credentialing decision of that entity to grant Telemedicine Privileges to practitioners contracted with the remote telehealth entity.

2) Before granting telemedicine Privileges, UCSDH will verify current licensure, query the NPDB, and will conduct future queries as required.

3) All telehealth practitioners must be licensed to practice medicine in the State of California regardless of where the Practitioner renders their services.

3.5 Special Conditions and Privileges for Dentists, Oral Surgeons, Clinical Psychologists, and Podiatrists

A. Admissions by Clinical Psychologists

Clinical Psychologists may admit patients only if a Physician Member assumes responsibility for the care of the patient's medical problems present at the time of admission or for medical problems that may arise during hospitalization that are outside of the Clinical Psychologist's lawful scope of practice and Privileges.

B. Special Conditions for Dentists

Dentists who are Members of the Medical Staff shall be appointed to the Surgery Service or Otolaryngology (ENT) Service. They may also be considered for appointment in any other appropriate Service of UCSDH by the usual appointive mechanism.

Dentists who are Members of the Medical Staff may admit patients to UCSDH. A Physician Member shall be responsible for the medical care of the patient throughout their hospitalization, including performance of a complete history and physical examination. The Dentist will be responsible for that portion of the history and physical examination that is applicable to the Dentist's scope of practice.

Oral and maxillofacial surgeon Members, with appropriate Privileges, may perform the history and physical examination and assess the medical risks of the proposed surgical procedures unless the patient is known to have serious medical problems in which event the patient shall be referred to an appropriate Physician Member.

C. Special Conditions for Podiatrists

Podiatrists who are Members shall be appointed to the Service of Orthopaedic Surgery. They may also be considered for appointment in any other appropriate Service of UCSDH by the usual appointive mechanism.

A Physician Member shall be responsible for the medical care of the patient and for the admission and history and physical examination. The Podiatrist will be responsible for that portion of the history and physical examination applicable to their scope of practice.

3.6 Disaster Privileges

Disaster Privileges may be granted to volunteer licensed independent practitioners only when the Emergency Operations Plan has been activated in response to a disaster and UCSDH is unable to meet immediate patient needs. Disaster Privileges

may be granted on a case-by-case basis by the CEO or their authorized designee. Disaster Privileges are granted on a case by case basis pursuant to the procedure set forth in the Medical Staff Emergency/Disaster Privileges for Volunteer Licensed Independent Practitioners & Advanced Practice Professionals Policy (MSP-004).

3.7 Emergency Privileges

For the purpose of this Section, "emergency" is defined as a condition in which serious or permanent harm would result to a patient or other individual or in which the life of a patient or other individual is in immediate danger and any delay in administering treatment would add to that danger. In an emergency, any Member or Practitioner who has been granted Privileges is permitted to do everything possible, within the scope of their license, to save a life or to save an individual from serious harm.

3.8 Temporary Clinical Privileges

A. Temporary Privileges may be granted by the CEO or authorized designee, upon recommendation of the Service Chief or designee, the Credentials Committee Chair, and the President of Medical Staff or designee, for a limited time not to exceed a period of one hundred twenty (120) calendar days. Temporary Privileges may only be granted to a licensed independent Practitioner on a case by case basis in the following circumstances:

1) To fulfill an important patient care need if the Practitioner has the necessary skills to provide care to a patient that Practitioners currently privileged do not possess; or

2) When an applicant with a complete application is awaiting review and approval of the MSEC and Executive Governing Body.

B. Applicants

Temporary Privileges may be granted to an applicant when they have submitted a completed application and the application is pending review by the MSEC and EGB, following a favorable recommendation of the Credentials Committee and Service. Prior to Temporary Privileges being granted in this situation, the credentialing process must be complete and must include verification of at a minimum, the following:

1) Current unrestricted, non-probationary licensure under California law;

2) Current professional liability insurance coverage;

3) Relevant training or experience for the Privileges requested;

4) Current competence in the Privileges requested;

5) Ability to perform the Privileges requested;

6) A query and evaluation of information obtained from the NPDB;

7) No current or previously successful challenge to licensure or registration;

8) No current or prior involuntary restriction or termination of Medical Staff membership at another organization;

9) No current or prior involuntary limitation, reduction, denial, or loss of Privileges at another healthcare organization;

10) No current or prior involuntary limitation, reduction, denial, or loss of employment at another healthcare organization; and

11) Other criteria listed in this Policy, the Bylaws, or the Policies, Rules, and Plans of the Medical Staff, regarding initial appointments.

C. Non-Applicants

Temporary Privileges may also be granted to non-applicant Members or Practitioners to meet an important care need. Specifically, Temporary Privileges may be granted for situations such as the following: (i) the care of a specific patient; or (ii) when necessary to prevent a lack or lapse of services in a needed specialty area. Temporary Privileges for non-applicants may be granted after the Medical Staff has verified current licensure and current competence.

D. Compliance with Bylaws and Policies

Prior to any Temporary Privileges being granted, the Practitioner must agree in writing to be bound by the Bylaws, Policies, Plans, and Rules, including the Professional Conduct Policy, and any policies of UCSDH, UCSD, and UC.

E. Supervision Requirements

In exercising Temporary Privileges, the Practitioner shall act under the supervision of a Service Chief. Special requirements of supervision and reporting may be imposed on any Practitioner granted Temporary Privileges.

F. No Right to Temporary Privileges

There is no right to Temporary Privileges. Accordingly, Temporary Privileges should not be granted unless the available information supports, with reasonable certainty, a favorable determination regarding the requesting Practitioner's qualifications, ability, and judgment to exercise the Privileges requested.

If the available information is inconsistent or casts any reasonable doubts on the Practitioner's qualifications, action on the request for Temporary Privileges may be deferred until the doubts have been satisfactorily resolved.

A determination to grant Temporary Privileges shall not be binding or conclusive with respect to a Practitioner's pending request for appointment to the Medical Staff, if any.

G. General Conditions of Temporary Privileges and Termination

1) Practitioners granted Temporary Privileges shall be subject to proctoring and supervision requirements specified in the Bylaws, Credentials Policy, and any Clinical Service specific requirements.

2) Temporary Privileges shall automatically terminate at the end of the designated period, unless affirmatively renewed or earlier terminated as provided below.

3) Temporary Privileges may be terminated with or without cause at any time by the President of Medical Staff, the responsible Service Chief, the Chief Medical Officer, or the CEO after conferring with the President of Medical Staff or the responsible Service Chief. An individual shall be entitled to the procedural rights afforded by the Fair Hearing Plan only if a request for Temporary Privileges is refused based upon, or if all or any portion of Temporary Privileges are terminated or suspended, for a Medical Disciplinary Cause or Reason. In all other cases (including a deferral in acting on a request for Temporary Privileges), the affected Practitioner shall not be entitled to any procedural rights based upon any adverse action involving Temporary Privileges.

4) Whenever Temporary Privileges are terminated, the appropriate Service Chief or, in the Chief's absence, the President of Medical Staff shall assign a Member to assume responsibility for the care of the affected Practitioner's patient(s). The wishes of the patient and affected Practitioner shall be considered in the choice of a replacement Practitioner.

3.9 Proctoring

A. Routine FPPE Proctoring Requirements

1) Except as otherwise determined by the MSEC and EGB, all initially granted Privileges shall be subject to a period of FPPE pursuant to the standards and procedures set forth in this Policy and the criteria established by the Service in which the Member will be exercising Privileges.

a) *Initial Appointees*: All initially granted privileges shall be subject to a period of FPPE not to exceed ninety (90) calendar days. Newly appointed Members are required to complete a minimum of ten (10) proctored procedures unless otherwise outlined in Service specific privilege forms or subject to the exceptions set forth in subsection (b).

b) *Initial Appointees currently practicing at Alvarado Medical Center in San Diego, California*: For initial appointees who have been practicing at Alvarado Medical Center for at least one year and have completed their initial FPPE assessment, the Medical Staff will accept OPPE and FPPE from Alvarado in lieu of proctoring so long as the Practitioner (i) is in Good Standing as is defined in these Bylaws; (ii) is not subject to any FPPE or has previously been subject to an FPPE (excluding routine proctoring); and (iii) OPPE and FPPE does not reveal any concerns about the Practitioner's ability to competently and safely perform the privileges requested. This exception will apply for applicants who apply on or before December 1, 2023. A copy of the Practitioner's current OPPE and FPPE must be provided with the attestation.

c) *Request for Additional Privileges for current Members*: When new Privileges are requested by a Member, the Member will be required to undergo initial FPPE/proctoring for those specific new Privileges. This includes completion of the number of procedures identified by the Service Chief and procedure-specific credentialing criteria for initial proctoring.

d) *Low Volume:* When a Member has less than five (5) instances of Patient Care in a two-year period, the Service Chief may require completion of a minimum of ten (10) proctored procedures. This routine FPPE shall not exceed ninety (90) calendar days.

e) When new Privileges are requested that are not new to the Member's current practice, the Service Chief may request a waiver through the Credentials Committee. Any such request must be approved by the MSEC and the EGB.

2) The Member will be assigned a proctor by the Service and/or given a list of names of Members who are eligible proctors. Proctoring will be performed by one or more Active Staff, holding the requested Privilege being proctored. It is the responsibility of the Member to schedule their cases at a time when an eligible proctor has agreed to be available. Proctoring requirements are referenced in each Service's Privilege forms.

3) In the event that there is no Active Staff eligible to proctor the Member, the Service Chief may select a proctor with similar training and sufficient experience to evaluate performance of the Privileges, as established by the Service Chief. Proctoring may also be performed at another local institution provided: (1) the arrangement is approved by the Service Chief; (2) the institution is TJC accredited; (3) the proctoring is carried out by Active Staff In Good Standing who holds unrestricted Privileges at both UCSDH and the other institution; and (4) the proctoring is performed after the date the new privilege(s) has been granted at UCSDH.

4) Proctoring pursuant to this Section is routine and generally applied to all Practitioners. No action taken pursuant to this section shall constitute an Investigation.

B. Completion of Routine Proctoring

Completed proctoring reports must be submitted to Medical Staff Administration as soon as practicable after the procedure/case has been proctored. Medical Staff Administration will forward the completed forms to the Service Chief. The Service Chief will review all proctoring forms to assure standard of care has been met. The Service Chief will forward their recommendation when the minimum required number of cases has been submitted. The recommendation of the Service Chief will be forwarded to the Credentials Committee for review, and to the MSEC for final recommendation.

Proctoring shall be deemed successfully completed when (i) the Member satisfactorily completes the required number of proctored cases within the time frame established in this Policy; and (ii) the Member's professional performance in the cases meets the standard of care of UCSDH, as determined by the Service Chief.

C. Effect of Failure to Complete Routine FPPE Proctoring Requirement

1) Failure to Complete Necessary Volume

A Member who has not had adequate volume or opportunity to perform procedures required for proctoring within the ninety (90) calendar day time frame may request a one-time, thirty (30) calendar day extension through the appropriate Service Chief. The Service Chief will be required to submit for approval the extension to the MSEC. Any Member who fails to complete the required number of proctored cases within the time frame above shall be deemed to have voluntarily resigned the relevant Privileges, and shall not be afforded the procedural rights provided in the Bylaws and/or Fair Hearing Plan.

2) Failure to Complete Proctoring Satisfactorily

If a Practitioner completes the necessary volume of proctored cases but fails to perform satisfactorily during proctoring, the Practitioner may be terminated for Medical Disciplinary Cause or Reason (or the relevant Privileges may be revoked), and the Practitioner shall be afforded the procedural rights, if applicable, pursuant to the Bylaws and Fair Hearing Plan.

D. Proctor: Scope of Responsibility

1) All Members who act as proctors do so at the direction of and as an agent for the Service, the MSEC, and the Executive Governing Body.

2) The intervention of a proctor shall be governed by the following guidelines:

a) A Member who is serving as a proctor does not act as a supervisor of the Member they are observing. The proctor's role is to observe and record the performance of the Member, and to report their evaluation to the Service and/or the Credentials Committee.

b) Absent a threat to the health or safety of the patient, a proctor is not mandated to intervene when the proctor observes what could be construed as deficient performance on the part of the Member being proctored.

3) The activities of a proctor constitute an integral part of the peer review system of the Medical Staff, and as such, all records, reports, documents, and any other information regarding the proctorship shall be subject to all confidentiality requirements within the Bylaws, and the proctors are subject to all immunities afforded to Medical Staff peer review activities by the Bylaws, and any applicable regulations, statutes, or legal decisions.

ARTICLE 4
CONFIDENTIALITY, IMMUNITY, RELEASES, AND DEFENSE

4.1 General

Medical Staff, Service, or committee minutes, files and records, including information regarding any Member of or applicant to this Medical Staff, shall, to the fullest extent permitted by law, be confidential. Such confidentiality shall also extend to information of like kind that may be provided by third parties. This information shall become a part of the Medical Staff committee files and shall not become part of any particular patient's file or of the general UCSDH records. Dissemination of such

information and records shall be made only where expressly required by law, as otherwise provided in the Bylaws, Policies, Plans, and Rules, or in The Regents' policies or procedures.

4.2 Breach of Confidentiality

Inasmuch as effective credentialing, quality improvement, peer review, and consideration of the qualifications of Members and applicants to perform specific procedures must be based on free and candid discussions, and inasmuch as individuals and others participate in credentialing, quality improvement, and peer review activities with the reasonable expectation that this confidentiality will be preserved and maintained, any breach of confidentiality of the discussions or deliberations of the Medical Staff, its Services, or its committees, except as provided by law, is outside the appropriate standard of conduct for this Medical Staff and will be deemed to be disruptive to the operations of UCSDH. If it is determined that such a breach has occurred, the concern will be forwarded to the MSEC and it may undertake such corrective action as it deems appropriate.

4.3 Access to and Release of Confidential Information

A. Access for Official Purposes

Medical Staff records, including confidential committee records and credentials files, shall be accessible by:

1) Committee members, and their authorized representatives, for the purpose of conducting authorized committee functions.

2) Officers and Service Chiefs, and their authorized representatives, for the purpose of fulfilling their authorized functions.

3) The CEO, the Executive Governing Body, and their authorized representatives, for the purpose of enabling them to discharge their lawful obligations and responsibilities.

4) Pursuant to any information sharing agreements entered into by the Medical Staff, in order to support improved quality of care for UCSDH patients and the promotion of public health.

B. Peer Review Sharing Agreements

1) Upon approval of the President of Medical Staff, and as is reasonably necessary to facilitate review of an applicant or Member, the Medical Staff may enter into appropriate peer review sharing agreements with other "peer review bodies" as that term is defined in Section 809.08.

2) Information which is disclosed to the Medical Staff pursuant to a peer review sharing agreement shall be maintained as confidential.

3) Information contained in the credentials file of any Member may be disclosed as part of a peer review sharing agreement entered into pursuant to this Section. Prior to disclosing credentials file information, the Medical Staff will obtain an appropriate authorization and release from the Member.

C. Member's Access

1) A Member shall be granted access to their own credentials file, subject to the following provisions:

a) Notice of a request to review the file shall be given by the Member to the Director of Medical Staff Administration (or their designee).

b) The Member may review and receive a copy of only those documents provided by or addressed personally to the Member. A summary of all other information, including peer review committee findings, letters of reference, proctoring reports, complaints, etc., shall be provided to the Member, in writing, within a reasonable period of time. Such summary shall disclose the substance, but not the source, of the information summarized.

c) Copies of the information the Member may receive can either be provided directly to the Member, or a time can be scheduled for the Member to view the documents in Medical Staff Administration, during normal work hours, with the President of Medical Staff or their designee present. The decision of whether to provide copies or allow the Member to review the file in person is at the sole discretion of the President of the Medical Staff.

d) In the event a Notice of Charges is filed against a Member, access to that Member's credentials file shall be governed by the Bylaws and Fair Hearing Plan.

2) A Member may be permitted to request correction of information as follows:

a) After review of their file, a Member may address to the President of Medical Staff a written request for correction of information in the credentials file. Such request shall include a statement of the basis for the action requested.

b) The President of Medical Staff shall forward any such request within a reasonable time to the MSEC, and the MSEC shall make the final determination.

c) The Member shall be notified promptly, in writing, of the decision of the MSEC.

d) In any case, a Member shall have the right to add to the credentials file a statement responding to any information contained in the file. Any such written statement shall be addressed to the MSEC, and shall be placed in the credentials file immediately following review by the MSEC.

4.4 Immunity and Releases

A. Immunity from Liability for Providing Information or Taking Action

Each representative of the Medical Staff and UCSDH and all third parties, shall be exempt from liability as provided by law, to an applicant, Member, Practitioner, or individual for damages or other relief by reason of providing information in good faith to a representative of the Medical Staff, UCSDH or any other health-related organization concerning such person who is, or has been, an applicant to or Member of the Medical Staff or who did, or does, exercise Privileges or provide services at UCSDH or by reason of otherwise participating in a Medical Staff or UCSDH credentialing, quality improvement, or peer review activities.

B. Activities and Information Covered

1) Activities

The immunity provided by this Article shall apply to all acts, communications, reports, recommendations, or disclosures performed or made in connection with UCSDH or any other health-related institution's or organization's activities concerning, but not limited to:

a) Applications for appointment, Privileges, or specified services;

b) Periodic reappraisals for reappointment, Privileges, or specified services;

c) Corrective action;

d) Hearings and appellate reviews;

e) Quality improvement review, including patient care audit;

f) Peer review, including external reviews;

g) Utilization reviews;

h) Morbidity and mortality conferences; and

i) Any other UCSDH, Service, or committee activities related to proctoring, monitoring, and improving the quality of patient care and appropriate professional conduct.

2) Information

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

3) Breach of Confidentiality

Inasmuch as effective quality assurance activities, peer review, and consideration of the qualifications of Members and applicants to perform specific procedures must be based on free and candid discussions, all such discussions and deliberations shall be confidential and restricted in accordance with this Article, including Article 4.2 above, the Bylaws, and the Organizational Policy.

4.5 Releases by Individuals

Each individual shall, upon request of UCSDH, execute general and specific releases in accordance with the tenor and import of this Article; however, execution of such releases shall not be deemed a prerequisite to the effectiveness of this Article.

4.6 Cumulative Effect Regarding Immunities and Protections

Provisions in the Bylaws and in Medical Staff application forms relating to authorizations, confidentiality of information, and immunities from liability shall be in addition to other protections provided by law and not in limitation thereof.

4.7 Defense of Medical Staff, Members, and Those Who Participate in Peer Review Activities

UCSDH shall provide defense to the Medical Staff, its individual Members, and any individual providing information to, participating in, or testifying in support of peer review activities in good faith and within the scope of their duties, in accordance with UCSDH policy. UCSDH shall retain responsibility for the sole management and defense of any such claims, suits, investigations or other disputes against indemnitees, including but not limited to selection of legal counsel to defend against any such actions. The indemnity set forth herein is expressly conditioned on

indemnitees' good faith belief that their actions and/or communications are reasonable and warranted and in furtherance of the Medical Staff's peer review, quality assessment, or quality improvement responsibilities, in accordance with the purposes of the Medical Staff as set forth in the Bylaws and in accordance with UCSDH's Policies and Procedures. In no event will UCSDH indemnify an indemnitee for acts or omissions taken in bad faith or in pursuit of the indemnitee's private economic interests.