

PART ONE:

GENERAL PROVISIONS

ARTICLE 1

GENERAL

1.A: DEFINITIONS

The following definitions shall apply to terms used in these Bylaws:

- (1) "ALLIED HEALTH PROFESSIONALS" ("AHPs") means individuals other than Medical Staff members who are authorized by law and by the Medical Center to provide patient care services within the Medical Center.
- (2) "BOARD" means the Board of Trustees of the Medical Center, which has the overall responsibility for the Medical Center.
- (3) "CHIEF EXECUTIVE OFFICER" (or "CEO") means the individual appointed by the Board to act on its behalf in the overall management of the Medical Center.
- (4) "CHIEF MEDICAL OFFICER" (or "CMO") means the individual appointed by the CEO and the Board to act on behalf of the Medical Center in Medical Staff affairs, in cooperation with the President of the Medical Staff.
- (5) "CLINICAL PRIVILEGES" means the authorization granted by the Board to render specific patient care services.
- (6) "DAYS" shall refer to calendar days (not working days).
- (7) "DENTIST" means a doctor of dental surgery ("D.D.S.") or doctor of dental medicine ("D.M.D.").
- (8) "EXECUTIVE COMMITTEE" means the Executive Committee of the Medical Staff.
- (9) "MEDICAL CENTER" means Broadlawns Medical Center.
- (10) "MEDICAL STAFF" means all physicians and dentists who have been appointed to the Medical Staff by the Board.
- (11) "MEDICAL STAFF LEADER" means any Medical Staff officer, Department Chair, Section Chief, and Committee Chair.
- (12) "MEMBER" (or "APPOINTEE") means a physician or dentist who has been appointed to the Medical Staff by the Board.

- (13) "NOTICE" means written communication by regular U.S. mail, e-mail, facsimile, hospital mail, or hand delivery.
- (14) "ORGANIZED HEALTH CARE ARRANGEMENT" means the term used by the HIPAA Privacy Rule to describe a clinically-integrated care setting in which patients typically receive health care from more than one provider (such as a hospital and its Medical Staff) and which benefits from regulatory provisions designed to facilitate compliance with the HIPAA Privacy Rule.
- (15) "PATIENT CONTACTS" includes any admission, consultation, procedure, response to emergency call, evaluation, treatment, or service performed in the Medical Center or in any facility operated by the Medical Center, including outpatient facilities.
- (16) "PHYSICIAN" includes doctors of medicine ("M.D.s"), doctors of osteopathic medicine ("D.O.s"), and doctors of podiatric medicine ("D.P.M.s").
- (17) "PRIMARY CARE" means the primary care specialties of Family Practice, Pediatrics, and Internal Medicine.
- (18) "PRIMARY CARE SERVICES" refers to those services expected of a Generalist in the area of Family Practice, Internal Medicine, Pediatrics, Obstetrics and Gynecology, Psychiatry, Podiatry, Surgery, and Emergency Medicine.
- (19) "SPECIAL NOTICE" means hand delivery, certified mail/return receipt requested, or overnight delivery service providing receipt.
- (20) "SUPERVISING PHYSICIAN" means a member of the Medical Staff with clinical privileges, who has agreed in writing to supervise a Licensed Dependent Practitioner or a Dependent Practitioner while he or she is practicing in the Medical Center.
- (21) "SUPERVISION" means the supervision of (or collaboration with) an Advanced Dependent Practitioner or a Dependent Practitioner by a Supervising Physician, that may or may not require the actual presence of the Supervising Physician, but that does require, at a minimum, that the Supervising Physician be readily available for consultation. The requisite level of supervision (general, direct, or personal) shall be determined at the time each Advanced Dependent Practitioner or Dependent Practitioner is credentialed and shall be consistent with any applicable written supervision agreement that may exist.

1.B: CONFIDENTIALITY AND PEER REVIEW PROTECTION

1.B.1. Confidentiality:

Actions taken and recommendations made pursuant to these Bylaws shall be strictly confidential. Individuals participating in, or subject to, credentialing and peer review activities shall make no disclosures of any such information (discussions or documentation) outside of peer review committee meetings, except:

- (a) when the disclosures are to another authorized member of the Medical Staff or authorized Medical Center employee and are for the purpose of conducting legitimate credentialing and peer review activities;
- (b) when the disclosures are authorized by a Medical Staff or Medical Center policy;
or
- (c) when the disclosures are authorized, in writing, by the CEO or by legal counsel to the Medical Center.

Any breach of confidentiality may result in a professional review action and/or appropriate legal action.

1.B.2. Peer Review Protections:

- (a) All credentialing and peer review activities pursuant to these Bylaws and related Medical Staff documents shall be performed by "Peer Review Committees" in accordance with Iowa state law. Peer review committees include, but are not limited to:
 - (1) all standing and ad hoc Medical Staff and Medical Center committees;
 - (2) hearing panels;
 - (3) the Board and its committees;
 - (4) any individual acting for or on behalf of any such entity, including but not limited to Section Chiefs, Department Chairs, Committee Chairs and members, officers of the Medical Staff, the CMO, and experts or consultants retained to assist in peer review activities; and
 - (5) all departments and sections.

All reports, recommendations, actions, and minutes made or taken by peer review committees are confidential and covered by the provisions of Iowa Code Ann.

' 147.1 and 147.135, and/or the corresponding provisions of any subsequent federal or state statute providing protection to peer review or related activities.

- (b) All peer review committees shall also be deemed to be "professional review bodies" as that term is defined in the Health Care Quality Improvement Act of 1986, 42 U.S.C. ' 11101 *et seq.*

1.C: CONFLICTS OF INTEREST

- (1) When performing a function outlined in these Bylaws or the Rules and Regulations, if any Medical Staff member has or reasonably could be perceived as having a conflict of interest or a bias in any credentialing or peer review matter involving another individual, the individual with a conflict shall not participate in the final discussion or voting on the matter, and shall be excused from any meeting during that time. However, the individual may provide relevant information and may answer any questions concerning the matter before leaving.
- (2) Any member with knowledge of the existence of a potential conflict of interest or bias on the part of any other member may call the conflict of interest to the attention of President of the Medical Staff (or to the President-Elect if the President of the Medical Staff is the person with the potential conflict), or the applicable Department or Committee Chair. The President of the Medical Staff or the applicable Department or Committee Chair shall make a final determination as to whether the provisions in this Section should be triggered.
- (3) The fact that a Section Chief, Department Chair, or staff member is in the same specialty as a member whose performance is being reviewed does not automatically create a conflict. In addition, the evaluation of whether a conflict of interest exists shall be interpreted reasonably by the persons involved, taking into consideration common sense and objective principles of fairness. No staff member has a right to compel disqualification of another staff member based on an allegation of conflict of interest.
- (4) The fact that a committee member or Medical Staff leader chooses to refrain from participation, or is excused from participation, shall not be interpreted as a finding of actual conflict.

1.D: INDEMNIFICATION

The Medical Center shall provide a legal defense for, and shall indemnify, all Medical Staff officers, Department Chairs, Section Chiefs, Committee Chairs, committee members, and authorized representatives when acting in those capacities, to the fullest extent permitted by law, in accordance with the Medical Center's bylaws.

1.E: TIME LIMITS

Time limits referred to in these Bylaws are advisory only and are not mandatory, unless it is expressly stated that a particular right is waived by failing to take action within a specified period.

1.F: DELEGATION OF FUNCTIONS

When a function is to be carried out by a person or committee, the person or the committee through its chair may delegate performance of the function to one or more qualified designees.

1.G: MEDICAL STAFF DUES

- (1) Annual Medical Staff dues may be as recommended by the Executive Committee and may vary by staff category.
- (2) Dues shall be payable annually upon request. Failure to pay dues shall result in ineligibility to apply for reappointment.