BYLAWS OF THE MEDICAL STAFF

OF

VIRTUA HEALTH and REHABILITATION CENTERS AT MOUNT HOLLY AND BERLIN, INC.

WHEREAS, Virtua Health and Rehabilitation Centers, Inc. is a nonprofit corporation organized under the laws of the State of New Jersey (the "Center"); and

WHEREAS, the purpose of the Center is to operate a skilled nursing facility in order to provide patient care (long-term, subacute and respite) and education in the community; and

WHEREAS, it is recognized that the Medical Director of Operations, Local Medical Director and the Medical Staff are responsible for the quality of medical care in the Center and must accept and discharge this responsibility, subject to the ultimate authority of the Center's governing body, and that the cooperative efforts of the Medical Director of Operations, the Local Medical Director, the Medical Staff, the Administrator, and the Governing Body are necessary to fulfill the Center's obligations to its patients;

THEREFORE, the Physicians, Allied Health Practitioners, Nurse Practitioners and Physician Assistants practicing in the Center hereby organize themselves into a Medical Staff in conformity with these bylaws.

DEFINITIONS

1. The term "Medical Staff" means all allopathic and osteopathic Physicians, Allied Health Practitioners, Nurse Practitioners and Physician Assistants who are privileged to attend patients in the Center.

2. The term "Governing Body" or "Board" means the Board of Trustees of the Center.

3. The term "Administrator" means the chief administrative officer of the Center appointed by the governing body to act on its behalf in the overall management of the Center.

4. The term “Medical Director of Operations” means the chief medical administrative physician providing on-site leadership to Medical Staff Leadership and the Organizational Management Group.

5. The term “Local Medical Director” means the chief medical-administrative physician employed by or assigned to the Center.

6. The term "Physician" means an allopathic or osteopathic physician holding an unlimited license to practice medicine and surgery in the State of New Jersey.

7. The term "Allied Health Practitioner" means a non-physician health care provider licensed in the State of New Jersey for whom provision has been made pursuant to these Bylaws for rendering delineated health care services in the Center. Allied Health Practitioners shall include dentists, clinical psychologists, podiatrists, optometrists, who are granted clinical privileges in the Center.

8. The term ”Nurse Practitioner” means a licensed registered nurse

who is so certified by the State by virtue of knowledge and skills obtained through an approved post-basic or advanced education program.

9. The term ”Physician Assistant” means a licensed health professional who is so certified by the State by virtue of knowledge and skills obtained through successful completion of a curriculum for the education and training of physician assistants.

10. The term "Center Representative" includes the Board, its members and committees and those persons who have been designated by the Administrator or the Medical Director of Operations and Local Medical Director as having responsibility for collecting or evaluating an applicant's or member's credentials or acting upon an applicant's or member's application.

11. The term “Applicant” means a Physician, Allied Health Practitioner, Nurse Practitioner or Physician Assistant who is either seeking appointment or reappointment to the Medical Staff, as the context requires.

12. The term “Member” means an individual who has been appointed or reappointed to the Medical Staff by the Board of Trustees.

ARTICLE I

PURPOSE

1.1 To assure quality medical care is provided to all patients/residents in the Center within the available resources of the Center.

1.2 To provide a means of cooperation in such care among the Medical Staff, the Board, the Administrator or his or her designee.

1.3 To institute and maintain rules and regulations for self-governance of

the Medical Staff.

1.4 To insure a high level of professional performance of all Members of the Medical Staff authorized to practice in the Center through the appropriate delineation of clinical privileges and through comprehensive and continuous review and evaluation of each Medical Staff Member's performance in the Center.

1.5 To provide an appropriate educational setting that will maintain scientific standards and lead to continuous advancement of the knowledge and skill of the Medical Staff Members at the Center.

ARTICLE II

CLINICAL PRIVILEGES

2.1 Each Member of the Medical Staff shall have only such clinical privileges as are granted to him or her by the Board in accordance with these Bylaws. In making appointments to the Medical Staff and in granting privileges, the Board shall consider, but not be bound by, the recommendations of the Medical Director of Operations (MDO) for Post Acute Services and the Local Medical Director (LMD) serving the facility.

2.2 Admission to and continuing membership on the Medical Staff is a privilege which is contingent on each Member's abiding by the provisions of these Bylaws and all pertinent rules and regulations and policies and procedures of the Center.

2.3 The Center shall maintain a list of Medical Staff Members who shall be assigned, on a rotating basis, to patients/residents admitted to the Center who do not have an attending physician or other health care provider. The privilege of assignment of any Member to this list shall be determined by the MDO and/or LMD, based upon that

Member's demonstrated skills and qualifications.

ARTICLE III

QUALIFICATIONS FOR MEMBERSHIP

3.1 Membership on the Medical Staff is a privilege, which may be enjoyed only by qualified individuals who meet the standards for obtaining and maintaining Membership as established by these Bylaws.

3.2 An applicant for membership on the Medical Staff shall be a Physician, Allied Health Practitioner, Nurse Practitioner or Physician Assistant graduated from an accredited school, who has a current license to practice in the State of New Jersey.

3.3. No applicant shall be entitled to membership on the Medical Staff or the exercise of clinical privileges in the Center merely by virtue of the fact that he or she is a Member of any professional organization or has had in the past or presently has such clinical privileges at another health care institution.

3.4 An applicant shall demonstrate adherence to the ethics of his or her profession, ability to work with others, and good character, which includes mental and emotional stability.

3.5 In order to help assure quality patient care, an applicant shall have established his or her primary office in the geographic area served by the Center, as defined by the Board, except that appointments to the Medical Staff may be made from outside this area where a vacancy exists in a needed service which cannot be filled satisfactorily from the geographic areas served by the Center. In addition, the applicant shall certify that he or she shall provide coverage for his or her patients at all times or shall

arrange for coverage by an appropriate Physician, Allied Health Practitioner, Nurse Practitioner or Physician Assistant who is a Member of the Center's Medical Staff with comparable clinical privileges.

3.6. No applicant shall be denied appointment on the basis of sex, race, creed, color, religion, age, or national origin.

3.7 An applicant authorizes Center Representatives, as defined herein, to consult with all persons who have been professionally associated with the applicant or who have relevant information regarding the applicant's professional qualifications and the applicant authorizes such persons to respond to requests for information received from Center Representatives. Center Representatives must act in good faith in making such inquiries and such inquiries shall not exceed the scope reasonably necessary in order for the Medical Staff and the Board to evaluate the applicant's qualifications. All information gathered as a result of such inquiries shall be treated as confidential and shall not be communicated except on a need-to-know basis. All such records shall be maintained in a locked file in Medical Affairs facility. An applicant consents to the inspection by Center Representatives of those records regarding the professional qualifications of the applicant which are reasonably related to the proper evaluation of the applicant's application in terms of qualifications, licensure status, training and experience and current clinical competence in light of the clinical privileges being requested. All such records shall be treated as confidential and shall not be disclosed except on a need-to-know basis. An applicant releases from liability the Center and the Center's Representatives for their activities in reviewing and evaluating the applicant's credentials, provided their activities are within the scope of their duties under theses Bylaws and are carried out in good faith and without

malice. The applicant also releases from liability those persons who provide properly requested information about the applicant to Center Representatives, provided such information is provided in good faith and without malice. An applicant agrees that if he or she is or has applied to become a member of the staff of another health care organization and the Center receives an inquiry from such other health care organization regarding the applicant's professional qualifications, the Center may disclose the information it maintains regarding the applicant's professional qualifications, provided such disclosure is done in good faith and without malice. It is understood that the provisions herein are equally applicable to applicants for initial appointment, applicants for reappointment and in any situation in which the applicant's continued membership or privileges is under official consideration.

3.8 By applying for appointment to and maintaining Membership in the Medical Staff, the applicant or member:

(a) Signifies his or her willingness to appear for interviews in regard to his or her application.

(b) Authorizes Center Representatives to consult with others who have been associated with him or her and who may have information bearing on his or her competence and qualifications.

(c) Consents to the inspection by Center Representatives of all records and documents that may be material to an evaluation of his or her professional qualifications and ability to carry out the clinical privileges he or she maintains or requests as well as his or her ethical qualifications.

(d) Releases from all liability all Center Representatives for their

acts performed in good faith and without malice in connection with evaluating the applicant or Member and his or her credentials and qualifications.

(e) Releases from all liability all individuals and organizations who provide information, including otherwise privileged and confidential information, to Center Representatives in good faith and without malice concerning the applicant's or Member's ability, professional ethics, character, physical and mental health, emotional stability and other qualifications.

(f) Authorizes Center Representatives to provide to hospitals, medical associations, and other organizations concerned with the quality and efficiency of patient/resident care with any information the Center may have concerning him or her and releases Center Representatives from all liability for so doing, provided that such provision of information is done in good faith and without malice.

ARTICLE IV

ORGANIZATION

4.1 Division of Categories - The Center shall consist of two Divisions (Long Term Care and Subacute Care) and there shall be two Categories within each Division. Members shall be assigned to the Division(s) and Category (ies) as follows:

4.2 Long Term Care Division Assignment to Categories - All persons who are appointed to the Medical Staff shall be assigned in this Division to one of four categories: Attending, Consulting, Nurse Practitioner or Physician Assistant.

(a) Attending Category - The Attending Category of the Medical

Staff shall consist of Physicians who admit or follow patients/residents into the Center with sufficient frequency and regularity to enable the Center and its Medical Staff to adequately assess the current qualifications of the Physician. From time to time the Center may adopt and maintain a policy, which defines the frequency of use of the Center, which entitles a Physician to Attending Category membership.

(b) Consulting Category - The Consulting Category of the Medical Staff shall consist of Physicians and Allied Health Practitioners who shall be willing to provide consultation within the facility on request of another Member of the Medical Staff.

(c) Nurse Practitioner Category – The Nurse Practitioner Category of the Medical Staff shall consist of Registered Nurses who in collaboration with a Physician follow patients/residents into the Center with sufficient frequency and regularity to enable the Center and its Medical Staff to adequately assess the current qualifications of the Nurse Practitioner.

(d) Physician Assistant Category – The Physician Assistant Category of the Medical Staff shall consist of Health Care Professionals who under the direct supervision of a licensed physician provides patient/resident services with sufficient frequency and regularity to enable the Center and its Medical Staff to adequately assess the current qualifications of the Physician Assistant.

4.3 Subacute Care Division Assignment to Categories - All persons who are appointed to the Medical Staff in this Division shall be assigned to one of four categories: Active, Affiliate, Nurse Practitioner or Physician Assistant.

(a) Active Category - The Active Category of the Medical Staff shall consist of Physicians who admit and provide primary care services to

patients/residents.

(b) Affiliate Category - The Affiliate Category of the Medical Staff shall consist of Physicians and Allied Health Practitioners who on the request of a physician who has Active Category Medical Staff privileges shall be willing to provide on-site care services within their sub-specialty category.

(c) Nurse Practitioner Category – The Nurse Practitioner Category of the Medical Staff shall consist of Registered Nurses who on the request of a Physician who has Active Category Medical Staff privileges provides health care services to patients/residents with sufficient frequency and regularity to enable the Center and its Medical Staff to adequately assess the current qualifications of the Nurse Practitioner.

(d) Physician Assistant Category – The Physician Assistant Category of the Medical Staff shall consist of Health Care Professionals who under the direct supervision of a licensed physician provides patient/resident services with sufficient frequency and regularity to enable the Center and its Medical Staff to adequately assess the current qualifications of the Physician Assistant.

4.4 Provisional

(a) Initial appointments to the Medical Staff shall be provisional until at least two years from the date of initial appointment for Physicians and one year for Nurse Practitioners and Physician Assistants. Re-appointments to provisional membership may not exceed one year.

(b) Each Provisional Medical Staff Member shall be observed by the MDO and/or LMD or his or her representative to supervise and evaluate such

provisional Member's performance of the clinical privileges provisionally granted to him or her.

(c) Within sufficient time prior to the expiration of the provisional two-year appointment or one-year reappointment, the MDO and/or LMD shall submit a written report on his or her observations to the Medical Leadership Committee for its consideration in determining whether to recommend appointment or reappointment of the applicant to regular status.

(d) The failure of a Member to advance from provisional to regular status shall be considered a voluntary relinquishment of privileges. Any Member who voluntary relinquishes privileges shall not be provided with the same rights of appeal that exists under Article V.

ARTICLE V

PROCEDURE FOR APPOINTMENT AND REAPPOINTMENT

5.1. Application for initial appointment and reappointment to the Medical Staff shall be presented to the Medical Leadership Committee on prescribed forms. The burden shall be upon the applicant to provide all the information requested by the application or Medical Affairs. Each applicant shall within thirty (30) days of receipt of the forms return his or her forms, supporting documentation and associated fees to the Office of Medical Affairs. Failure to do so, after warning of delinquency, shall be deemed to be a statement by the applicant that he or she does not desire appointment. The following information shall be required, but not necessarily limited to:

(a) Completed application form and associated fees as determined by the Board. Associated application fees are non-refundable.

(b) Two current letters of recommendation from persons, who have worked with the applicant, observed his or her professional performance and can provide information as to the applicant's clinical ability, ethical character and ability to work with others. Such letters should be from someone who is not a member of the applicant's current practice group.

(c) Copy of current licensure from the State of New Jersey and other compliance with New Jersey licensing requirements.

(d) Copy of current Federal Drug Enforcement Administration ("DEA") Registration reflecting a New Jersey address.

(e) Copy of current State Controlled Drug Substances ("CDS") Registration reflecting a New Jersey address, if applicable.

(f) Copy of current certificate of professional liability insurance coverage, which shall be in amounts required by the Board.

(g) A report of the applicant's previous and current malpractice experience.

(h) Information as to whether the applicant's membership status and/or clinical privileges have ever been voluntarily or involuntarily revoked, suspended, reduced, not renewed or questioned at any other nursing home or health care institution; and, whether any of the following have ever been voluntarily or involuntarily suspended, revoked or denied: membership in local, state or national professional organizations, license to practice any profession in any jurisdiction, or DEA or CDS registration.

(i) Primary source verification of the applicant's licensure, education and training will be obtained from appropriate sources.

(j) Health Verification

(k) Current Curriculum Vitae

5.2 Upon receipt of the completed application and supporting documentation, the Office of Medical Affairs reviews the application. The MDO and LMD of the facility reviews each applicant at its regularly scheduled meeting and shall submit written recommendations. If acted upon favorably by the MDO and LMD, the application shall be forwarded to the Quality and Safety Committee for ultimate Virtua Board for approval.

5.3 In the event that Medical Leadership does not approve an application, Office of Medical Affairs shall promptly advise the applicant in writing. This notice shall advise the applicant of the reasons for the denial. It shall also advise the applicant that if he or she wishes to have the application reconsidered, the applicant must so advise the Administrator, MDO and LMD in writing within thirty (30) days of receipt of the notice of denial. The MDO and LMD shall, within sixty (60) days, hold an informal reconsideration hearing. At such hearing the applicant, the MDO and LMD and any other person having information relevant to the issues may present oral or written testimony to the Committee. The Rules of Evidence shall not apply and there shall be no right to legal counsel. A tape recording or other method of preserving the testimony shall be employed.

5.4 Within fifteen (15) days of the conclusion of the reconsideration hearing, the MDO and LMD shall submit a written report of its recommendations to the applicant. Within fifteen (15) days of the receipt of this recommendation, the MDO and

LMD shall affirm, rescind or modify their decision.

If, following the recommendation of the MDO and LMD, the decision is deemed by the applicant to be adverse; the applicant shall have the right to appeal the decision to the Board. This must be done in writing within thirty (30) days of the applicant's receipt of the MDO and LMD's decision. Upon receipt of the request for appeal, the Board shall schedule an appellate hearing within sixty (60) days. At such hearing the Board shall consider: (1) the original denial by the MDO and LMD; (2) the written materials and testimony presented to the MDO and LMD; (3) the recommendation of the MDO and LMD; and (4) the reconsidered recommendation of the MDO and LMD. The Board shall permit the applicant and MDO and LMD to submit additional written statements and, at the option of the Board, an oral presentation. The applicant shall have the right to legal counsel. The written statements and oral arguments, if any, shall be limited to comments upon the evidence presented to the MDO and LMD and no new evidence may be presented to the Board.

5.5 The decision of the Board shall be to affirm, rescind or modify the decision of the MDO and LMD. The Board's decision shall be rendered within thirty (30) days of the completion of its appellate hearing. The Board shall discuss their decision with the MDO and LMD. The Board's decision shall be final.

5.6 The failure of an applicant to request reconsideration pursuant to Section 5.3 or to request an appeal pursuant to Section 5.4 shall be deemed to be an acceptance by the applicant of the MDO and LMD's decision and said decision shall be final.

5.7 If a Physician or Allied Health Practitioner has filed an application for

membership on the Medical Staff or for clinical privileges but wishes to provide treatment while such application is pending, temporary privileges may be requested. Such a request shall require the approval of the MDO, LMD and the Administrator. The practitioner must provide copies of current New Jersey license, DEA, CDS (if applicable), and proof of current professional liability coverage, in amounts required by the Board. If granted, such privileges shall be reduced to writing and shall be in effect for three months, or until the next Medical Leadership meeting, and may be extended at the discretion of the MDO, LMD and the Administrator. Such temporary privileges may be withdrawn at the discretion of the MDO, LMD and the Administrator and such decision shall not be subject to appeal. In the event that the applicant does not complete the application process or it receives a negative recommendation from the MDO, LMD, or a denial by the Board, the temporary privileges shall terminate immediately upon the occurrence of that event. Such termination shall be without prejudice to the application process and the applicant's rights thereunder.

ARTICLE VI

CRITERIA FOR APPOINTMENT, REAPPOINTMENT AND DELINEATION OF PRIVILEGES

6.1 When making recommendations for appointments, reappointments or delineation of clinical privileges, the Office of Medical Affairs shall review the application, the supporting documentation and such other information available to it that may be relevant to consideration of the applicant’s qualifications for the Medical Staff category and privileges requested. An application shall not be deemed complete until the Office of Medical Affairs is satisfied that it has received all of the information it requires. The

applicant shall have the burden of supplying all information deemed relevant to these determinations.

6.2 At least 120 days prior to the expiration of a Medical Staff Member's term, the Office of Medical Affairs shall provide such Member with the internal forms for use in considering reappointment. Each Medical Staff Member who desires reappointment shall within thirty (30) days of receipt of the forms return his or her forms to the Office of Medical Affairs. Failure to do so, after warning of delinquency, shall be deemed to be a statement by the Member that he or she does not desire reappointment.

ARTICLE VII

CONDITIONS AND DURATION OF APPOINTMENT

7.1 Appointment to the Medical Staff shall be for a period of two (2) years for Physicians and one year for Nurse Practitioners and Physician Assistants.

7.2 All Members of the Medical Staff, as a condition of continuing membership on the Medical Staff, shall abide by the provisions of these Bylaws and the Rules and Regulations and policies and procedures of the Medical Staff and the Center, as they exist from time to time.

7.3 The MDO and/or LMD, upon receipt of written request, may grant members of the Medical Staff in good standing a temporary leave of absence limited to one (1) year or the remainder of his or her current appointment, whichever may be less. If the duration of leave of absence has exceeded one (1) year, the Member must reapply for membership.

(a) The written request for a leave of absence must state the

reason(s) and the duration.

(b) Upon the expiration of the leave of absence, the Member must submit a written request to the Office of Medical Affairs requesting reinstatement. The written request must contain a statement that the Member has sufficiently maintained his or her clinical competency during the period of leave of absence.

(c) If the Member desires an extension of the leave of absence and it is within the requirements of 7.3, a written request must be submitted to the Office of Medical Affairs, which shall include the reason(s) and the amount of time requested.

(d) Failure to request reinstatement or an extension prior to the expiration of the leave of absence shall be deemed to be the Medical Staff Member's resignation.

(e) A Medical Staff Member who has been granted a leave of absence may not exercise any clinical privileges for the duration of the leave.

7.4 Admission to and continuing membership on the Medical Staff shall be conditioned on the Medical Staff Applicant or Member giving written notice within 30 days of the occurrence of items (a)-(c). The written notice, once it is available, shall include the date of plea or conviction; the name and address of the court where the charge was handled; the docket number; the nature of the charge; and, the sentence or penalty imposed:

(a) Pleaded guilty to, pleaded nolo contendere to or been convicted in any jurisdiction of a criminal offense

(b) Disorderly persons conviction

(c) Driving while intoxicated charge (drugs or alcohol), or reckless or careless driving charge where drugs or alcohol were involved

7.5 Any and all malpractice liability lawsuits, regardless of when or where instituted shall be reported within 30 days of receipt of the Summons or Complaint to the Office of Medical Affairs in writing. The report shall include a copy of the initial page of the Complaint (caption) as well as a brief history of the incident giving rise to the suit. In addition, as soon as available, the outcome of the suit, whether settled out of court or finally adjudicated, must also be reported.

7.6 A Member or Applicant shall immediately notify the Office of Medical Affairs in writing of any of the following events whether they occurred voluntarily or involuntarily:

(a) Revocation or suspension of professional license

(b) Imposition of terms of probation or limitation of practice by any licensing agency of any state or jurisdiction

(c) Cancellation or restriction of professional liability insurance coverage, DEA or CDS

(d) Curtailment or restrictions of privileges at any health care institution

(e) Commencement of formal investigation or filing of charges by any law enforcement agency or regulatory body of the United States

7.7 Failure of the Medical Staff Member or Applicant to provide notification as and when required in 7.4 through 7.6 shall result in the sanctions described in the Section of these Bylaws pertaining to Automatic Suspension or be grounds for denial of an

application.

7.8 For those individuals who have not met all of the requirements of these Bylaws regarding reappointment or for other reasons deemed appropriate, the MDO and/or LMD may recommend a provisional reappointment for a Medical Staff Member that shall not exceed one (year).

ARTICLE VIII

CORRECTIVE ACTION

8.1 **Procedure**

(a) Whenever the activities or professional conduct of any Medical Staff Member with clinical privileges are considered to be lower than the standards or aims of the Medical Staff or to be disruptive to the operations of the Center, corrective action against such Member may be requested by the MDO or LMD, the Administrator or by the Board. All requests for corrective action shall be in writing, shall be filed with the Office of Medical Affairs, and shall be supported by reference to the specific activities or conduct which constitutes the grounds for the request.

(b) Within thirty (30) days after receipt of the request for corrective action, the Medical Leadership will conduct an investigation, make a report thereof, and file the same with the Administrator who will take action upon the request. Prior to the making of such report, the Member against whom corrective action has been requested shall have an opportunity for an interview with the MDO or LMD at the MDO's discretion. At such interview, he or she shall be informed of the general nature of the charges against him or her, and shall be invited to discuss, explain or refute them. This interview shall not

constitute a hearing, shall be preliminary in nature, and none of the procedural rules provided in these Bylaws with respect to hearings shall apply thereto. A record of such interview shall be made by the Office of Medical Affairs.

(c) The action of the MDO or LMD may be corrective action. A letter of admonition or reprimand may be executed. Imposition of reduction, suspension or revocation of clinical privileges may be instituted, and/or termination, modification or summary suspension of clinical privileges may be maintained. Additionally the suspension or revocation the Member's Medical Staff membership may be imposed.

(d) Any reduction, suspension or revocation of clinical privileges by the Administrator, or the suspension or expulsion from the Medical Staff shall be provided with the same rights of appeal that exists under Article V for persons who have been denied privileges.

8.2 **Precautionary Suspension**

(a) The MDO, LMD and the Administrator shall each have the authority, whenever it is reasonably believed in good faith that action must be taken immediately in the best interest of patient/resident care in the Center, to suspend on a precautionary basis all or any portion of the clinical privileges of a Medical Staff Member, and such suspension shall become effective immediately upon imposition.

(b) A Member whose clinical privileges have been suspended on a precautionary basis under Section 8.2 (a) shall be provided with the same rights of appeal that exists under Article V for persons who have been denied privileges.

(c) Immediately upon the imposition of such a suspension, the MDO or LMD shall have authority to provide for alternative medical coverage for the

patients/residents of the suspended Member at the time of such suspension. The wishes of the patients/residents shall be considered in the selection of such an alternative.

8.3 **Automatic Suspension**

(a) A temporary suspension in the form of withdrawal of a Medical Staff Member's admitting and consulting privileges may be imposed after warning of delinquency for failure to complete medical records. All such suspensions shall be imposed in accordance with a Medical Records Policy as developed and maintained by the Medical Leadership Committee.

(b) Failure of a Medical Staff Member to provide the Center satisfactory evidence of current licensure and the required insurance coverage shall result in suspension of privileges if that documentation is not provided after appropriate notice is given. Such suspension shall last until such time as the MDO and LMD determines that this evidence has been produced.

(c) Action by the State Board of Medical Examiners revoking or suspending a Medical Staff Member's license, or placing him or her on probation, shall automatically suspend all of his or her clinical privileges at the Center until a decision is made by the MDO and/or LMD to reinstate privileges.

(d) Failure to provide appropriate notification of occurrences as listed under Section 7.4 through 7.6. shall result in automatic suspension until decision is made by the MDO and LMD to reinstate privileges.

(e) None of the suspensions authorized under this Section 8.3 shall give rise to the procedural rights provided in Article V.

ARTICLE IX

FUNCTION OF MEDICAL DIRECTOR

9.1 The MDO and/or LMD shall be responsible for, but not limited to, the following:

(a) Directing and coordinating medical care at the Center

(b) Assisting in Medical Staff recruitment and making credentialing and privileging recommendations to the Board

(c) Development and enforcement of written guidelines (to be approved by the Board) with respect to Medical Staff Members' responsibilities within the Center

(d) Acting as a liaison with the administrative and Medical Staff

(e) Assuring that quality assurance of medical care is carried on at the Center; including serving as a Member of the Center's Interdisciplinary Performance Improvement Committee.

(f) Maintaining an appropriate level of clinical activity and arranging for continuous physician coverage to handle medical emergencies

(g) Representing the Center in external professional and public relations activities

(h) Arranging for continuing medical education for the Medical Staff Members.

(i) Assuring compliance with the Medical Staff Bylaws and Rules

and Regulations and the Center's policies and procedures.

(j) Communicating medical staff responsibilities and medical care policies, procedures, and guidelines to all licensed independent practitioners providing or ordering care.

9.2 The MDO and/or LMD shall be responsible for such other duties as are assigned by the Board or are required by the regulations of the New Jersey Department of Health and Senior Services and the United States Department of Health and Human Services, as such regulations may state from time to time.

ARTICLE X

COMMITTEES

10.1 Unless otherwise specified, the MDO and/or LMD, in consultation with the Administrator shall determine the composition of all Medical Staff committees.

10.2 Medical Leadership Committee shall be a standing committee of the Medical Staff. It shall consist of the Administrator, the Medical Director of Operations, the Local Medical Director, and the VP Senior Services from Virtua Health and Rehabilitation Centers. A quorum will be a simple majority providing at least two (2) physicians are present. The MDO and LMD shall review all applications for initial appointment and for reappointment to the Medical Staff. It shall meet at least semi-annually, more frequently if necessary.

ARTICLE XI

AD HOC COMMITTEES

11.1 The Medical Staff shall have ad hoc committees as deemed necessary by the Medical Leadership Committee, which shall determine the number and type of individuals needed for a particular situation.

11.2 A written record shall be kept of all committee meetings, which shall be filed at the Center.

ARTICLE XII

MEETINGS

12.1 A general meeting of the Medical Staff shall be held annually. At this meeting, the MDO and/or LMD will make such reports as may be necessary. The Bylaws, Rules and Regulations and policies of the Medical Staff will be reviewed as needed and suggested changes will then be submitted for approval to the Board. At least twenty-(20) days notice will be given of the annual meeting to each Member of the Medical Staff.

12.2 Special meetings of the Medical Staff shall be called at any time by the MDO or LMD, the Board, or the Administrator. No business shall be transacted except that stated in the announcement of the meeting. At least forty-eight (48) hours advance notice will be deemed sufficient notice for such a special meeting.

12.3 A quorum for any meeting of the Medical Staff shall be at least 25% of the Members of the Medical Staff.

12.4 If a quorum is not present at a meeting of the Medical Staff, a binding vote shall be taken so long as members of the medical staff were given appropriate notice of the opportunity to attend the yearly medical staff meeting and the MDO and LMD's are

present at said meeting.

ARTICLE XIII AMENDMENTS

13.1 The procedure for amending these Bylaws shall be as follows.

(a) Suggested changes in the Bylaws from any Medical Staff Member, Board Member, or the Administrator shall be submitted in writing to the MDO and LMD.

(b) Upon receipt, the MDO or LMD will post proposed changes at each nursing unit for twenty-(20) days. Any Member who wishes to have the proposed change presented to the full Medical Staff for review shall notify the Medical Director in writing while the notice is posted. If fifteen (15) Members so notify the MDO or LMD then the proposed amendment shall be presented to the Medical Staff at a duly called meeting. The amendment to the Bylaws shall be approved for adoption by a vote of two-thirds of the Members present and voting. All Members of the Medical Staff shall be eligible to vote.

(c) Amendments so made shall be effective when approved by the Board.

(d) The Bylaws shall be reviewed annually and made available to all Members of the Medical Staff.

ARTICLE XIV

RULES AND REGULATIONS

14.1 The MDO and/or LMD shall adopt, subject to the approval of the Administrator and the Board, such Rules and Regulations and policies as may be necessary for the proper conduct of the work of the Medical Staff. Such Rules and Regulations and policies shall complement these Bylaws. They may be amended after review with the Medical Staff upon recommendation by the MDO and/or LMD and approval of the Administrator and the Board.

14.2 The Rules and Regulations shall be reviewed annually and made available to all Members of the Medical Staff.

ARTICLE XV

CONFIDENTIALITY

15.1 Any breach of the confidentiality of information by its unauthorized disclosure to anyone without a legitimate reason to know the same will be deemed disruptive to the operations of the Center and will subject the Member or Applicant breaching the confidentiality to the full extent of the Corrective Action provisions of these Bylaws and to any other sanction available under the law.

15.2 Information is defined as electronic, written, or oral, records of proceedings, minutes, records, reports, memoranda, statements, recommendations, data and other disclosures relating to any activity carried on pursuant to these Bylaws.

Adopted by the Board of Trustees:

Adopted by the Medical Staff:		11/18/2008
Amended:	Medical Leadership:	09/23/2008
	Annual Medical Staff Meeting:	11/18/2008
	Board Approved:	