BY-LAWS

FOR THE UCSF CLINICAL PRACTICE ORGANIZATION

(aka THE UCSF MEDICAL GROUP)
I. GENERAL PROVISIONS

A. Mission - The Clinical Practice Organization, also known as The UCSF Medical Group (Medical Group), is hereby established and organized as a provider organization to provide a structure that can enhance and facilitate teaching, research, and community service and which can respond quickly to the competitive environment of the UCSF health care marketplace. The Medical Group is not a separate legal entity but rather a distinct component of the University of California San Francisco School of Medicine (UCSF SOM). The Medical Group is intended to assist the UCSFSOM, its Clinical Department Chairs, faculty and the UCSF Medical Center (UCSFMC) in achieving the fulfillment of their teaching, research, and patient care missions. The Medical Group shall, therefore, function in support of the academic mission of UCSFSOM, including its undergraduate and graduate medical education programs.

Fiscal arrangements are intended to maintain the existing financial compensation patterns and relationships between UCSF faculty physician specialists. This does not preclude a future reorganization of the compensation scheme by the Medical Group as determined by practice activities and contractual income to maintain the fiscal integrity of the Medical Group.

B. Purpose - The more specific purposes for the Medical Group shall be:

1. To provide a unified structure for the Clinical Departments and Medical Group members to participate in medical care services contracts with third party payers and to facilitate contracting jointly with UCSFMC;

2. To enhance the clinical practice of Medical Group members and clinical departments through coordinated planning, Plan credentialing, billing, contracting, collecting, distributing professional fee income, marketing, and providing managed care services in a manner which is responsive to the changing health care marketplace;

3. To facilitate the delivery of health care services in a quality, cost-effective, coordinated and patient-friendly manner;

4. To optimize primary and specialty care and to develop alliances with other health care providers to support the mission of the Medical Group;

5. To evaluate, negotiate, and monitor managed care contracts, patient services and administrative contracts on behalf of Medical Group members;

6. To market the Medical Group to patients, third-party payers and others, as appropriate;

7. To maintain, to the extent possible, the existing financial compensation patterns and relationships between UCSF faculty physician specialists;

8. To facilitate communication between Medical Group members, departments and Medical Group leadership.

C. Scope of Authority - Through delegation from The Regents of the University of California (The Regents), the Chancellor of the University of California, San Francisco, delegates to
the Medical Group the authority to undertake managed care contracting and shared clinical practice activities, subject to the Bylaws, Standing Orders, policies and rules and regulations of The Regents. The Medical Group's scope of authority shall include the following:

1. Contracting
   a. Negotiate, approve and monitor the performance of third-party patient care contracts on behalf of Medical Group members. The Medical Group shall have such authority to enter into contracts as delegated by the Dean of UCSFSOM, the clinical departments, and Medical Group members.
   b. Develop and maintain systems of utilization review and quality assurance.
   c. Medical Group members may continue to provide services to individual patients not covered by Medical Group contracts but shall not contract separately with third party payers for the provision of services using the facilities of UCSFSOM or UCSFMC.

2. Financial Management
   a. The Medical Group shall determine, in collaboration with the Dean of UCSFSOM, the method for billing, collecting and distributing to UCSFSOM's Departmental Clinical Compensation Plan (DCCP's) revenues from contracts negotiated by the Medical Group and any other revenues billed and collected for UCSFSOM faculty by the Medical Group.
   b. The Medical Group shall establish and maintain principles to ensure equitable distribution of income from patient care contracts.
   c. The Medical Group shall have oversight of professional fee billing activities and shall approve, in advance, all billing arrangements and/or billing contracts proposed by departments.
   d. Billing for medical care service contracts negotiated by the Medical Group shall be done solely through Medical Group-approved billing agencies.
   e. The Medical Group shall collaborate with UCSFMC to determine appropriate allocation of direct and indirect expenses related to the provision of clinical services.

3. Dispute Resolution
   a. Disputes arising between UCSFMC or the UCSFSOM and the Medical Group shall be submitted to the Chancellor, UCSF for resolution as needed.
II. MEDICAL GROUP MEMBERSHIP

A. Membership

1. **UCSF Employed Faculty**: Medical Group membership is automatic for all faculty in the UCSF SOM with clinical responsibilities who meet the following requirements:

   a. Participation in Health Sciences Compensation Plan requiring a University appointment at greater than 50% of full time in the academic series. There is no opt out provision for participation in either the HSCP or the Medical Group without approval by the President of the University or the Regents.

   b. Evidence that the health care provider is qualified and licensed to practice medicine or another health care profession that is recognized in the State of California;

   c. Evidence that the health care provider has medical staff privileges at UCSFMC and has consented to release to the Medical Group of his/her medical staff application(s) by that hospital;

   d. Agreement to inform the Medical Group when any adverse action has been taken against their medical staff privileges at any hospital where they have been credentialed and consent to release of information regarding any and all adverse action(s);

   e. Salaried faculty appointment to a clinical department at UCSF, or approval of credentials by the Medical Group of the health care providers described below:

   (1) licensed clinical social workers and marriage, family and child counselors, nurse practitioners, nutritionists and other health care providers who are salaried employees of the University of California and who have clinical appointments in a Department of UCSF SOM.

   f. Provision of needed services, as determined by the Medical Group;

   g. Maintenance of patient satisfaction;

   h. Demonstration of satisfactory productivity;

   i. Demonstration of ongoing timely and appropriate interactions with referring physicians, other Medical Group members and payers;

   j. Adherence to the ethical standards of his/her profession; and

   k. Compliance with the contractual obligations agreed upon by the Medical Group in its contracts with payers.

2. "Clinical Associates": Medical Group membership may be extended to select health care providers who are not salaried employees of UCSF SOM but who, through contractual relationships agree to partner with UCSF SOM and the Medical Group to advance its clinical, teaching and to the extent applicable,
research missions. Membership for Clinical Associates is not automatic and is subject to satisfaction of criteria and membership agreements as determined by the Medical Group. The Medical Group Board, or its delegate, shall review proposed membership on an annual basis and determine whether Clinical Associates have satisfied the requirements of membership and alignment with UCSF SOM and Medical Group objectives.

a. Except where explicitly noted, Clinical Associates must satisfy the obligations of Medical Group members, with the exception of II(A)(1)(a) and (e) above.

Exceptions to these requirements may be made by the Medical Group Board of Directors when appropriate to meet scope of service or coverage requirements.

3. Membership status in the Medical Group is personal and not transferable to any other individual.

4. Membership in the Medical Group shall be renewable every two (2) years, effective on the renewal date of the member’s license to practice medicine or another health care profession, or at such time as the member changes faculty status from paid to voluntary or vice versa.

a. Membership for Clinical Associates shall be for one (1) year terms, renewable annually.

B. Rights and Obligations of Members

Medical Group members are bound by Medical Group Bylaws, the procedures, protocols, rules and regulations adopted by the University of California, the Medical Group, UCSF, its clinical departments and medical care services contracts negotiated by the Medical Group.

C. Meeting of the Members

1. Special Meetings - Special meetings of the members may be called at any time for any purpose by the Medical Group President, the Medical Group Board or by not less than twenty-five percent (25%) of all members.

2. Notice Requirements - Written, printed, or electronic notices stating the place, day, hour and purpose of membership meetings shall be provided at least seven (7) days before the date set for the meeting, and shall be delivered by or at the direction of the Medical Group Board, the President, or the Medical Group member(s) calling the meeting.

3. Voting: Quorum of the Membership - A quorum of the membership shall consist of twenty-five percent (25%) of the membership who are able to vote. If less than a quorum is initially in attendance, the meeting may be adjourned to a fixed time and place. Each member shall be entitled to one (1) vote, unless the Medical Group Board establishes a class of membership without voting rights. If a quorum is present, the affirmative vote of the majority of the members present or represented at the meeting and entitled to vote on the subject matter shall be the act of the members, except as otherwise set forth in these Bylaws.

5

Adopted July 13, 1987
Amended January 1, 2010
4. Written or Electronic Ballot - Any matter that may be acted upon at a special meeting may also be acted upon instead pursuant to a ballot. Any action approved by a majority of at least twenty-five percent (25%) of members responding to a ballot shall constitute the act of the members, provided that the number of members returning the ballots would constitute a quorum. Members shall be afforded a reasonable time for returning the ballot, which time limit shall be specified in the notice accompanying the ballot.

5. Access to Financial Information - Any Medical Group member may inspect the Medical Group's books and records for proper purposes upon prior written notice; provided, however, that members shall not have access to Medical Group information concerning the individual performance status of other Medical Group members or departments. Consistent with University policy and the Public Records Act, Medical Group is only required to provide documents that it has and which are not otherwise protected or privileged. The member may be charged 10 cents per page for copies of documents requested under the Public Records Act.

For electronic format records, the requestor can be charged the direct costs for duplication of records in e-format. The Medical Group shall provide a cost estimate for producing an electronic record, including programming costs and shall require payment before such record is produced.

   a. Clinical Associates shall not have the right to inspect the Medical Group’s books and records.

D. Termination of Membership

1. Automatic Termination - A member shall be terminated automatically from Medical Group membership for the following reasons:

   a. Loss of his/her faculty or clinical faculty appointment at UCSFSOM;

   b. Loss of medical staff privileges at UCSFMC;

   c. Loss of malpractice insurance coverage;

   d. Revocation of DEA registration; and/or

   e. Refusal to treat patients covered by Medical Group contracts for any reason other than having reached maximum practice capacity or for just cause.

2. Individual membership may cease if the Medical Group Board determines, after consultation with the appropriate Department Chair, that such member is for any reason permanently, or will be for the foreseeable future, unable to carry out his or her duties as a member.

III. BOARD OF DIRECTORS

A. Membership

1. Composition - The Medical Group shall be governed by a Board of Directors comprised of the following individuals:
a. Dean of UCSFSOM.

b. President of the Medical Group.

c. The Department Chair of each clinical department in the UCSFSOM or his/her designee.

d. Faculty Chairs of Active Medical Group Committees

e. The following shall be ex officio members of the Medical Group Board, without vote:

Vice Dean, Finance, Administration and Clinical Programs

Medical Group Staff

Others on an as needed basis

B. Requirements of Board of Directors - Each director shall be a licensed physician or other licensed health care professional.

C. Meetings - The Medical Group Board shall meet at least quarterly at such time and at such place as may be pre-arranged by resolution of the Medical Group Board. Special meetings of the Medical Group Board may be called by the Chair of the Medical Group Board or on the written request of any five (5) Directors. Notice of a special meeting, describing its purpose, shall be given to each Director at least one (1) day before the meeting. The Directors may waive this notice requirement.

D. Quorum - A majority of the voting members of the Medical Group Board shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the voting directors present at a meeting duly held at which a quorum is present is the act of the Medical Group Board. If a quorum is not present at any meeting of the Medical Group Board, the Directors present may adjourn or continue the meeting, without notice other than announcement at the meeting, until a quorum is present.

E. Action Without a Meeting - Any action permitted to be taken by the Medical Group Board may be taken without a meeting, if two-thirds (2/3) of the voting members of the Board shall consent individually or collectively in writing to such action. Such written consent shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

F. Subject Matter of Medical Group Meetings - The following acts shall each require the affirmative vote of two-thirds (2/3) of the Board:

1. Approval of operating budgets;

2. Selection and termination of the President and the Chairs of Standing Committees.

3. Entry into, or termination of, any provider contract with a hospital other than UCSFMC;

4. Adoption and amendment of the Medical Group Bylaws,

Adopted July 13, 1987
Amended January 1, 2010
5. Amendment of guidelines regarding joint contracting with UCSFMC;

6. Adoption or amendment of contracting criteria.

G. Powers and Duties of the Medical Group Board - The business affairs of the Medical Group shall be under the direction and control of the Medical Group Board. The overall role of the Medical Group Board shall be to provide oversight and to set policy for the Medical Group. The Medical Group Board shall have the following powers and shall undertake the following duties:

1. Formulate policy for Medical Group operations;

2. Oversee the Medical Group's planning and marketing activities;

3. Establish and maintain management support systems, including, but not limited to, contracting, credentialing, billing, collection, distribution of funds, development of budgets and management information reporting systems;

4. Implement guidelines for the execution of provider contracts for clinical services;

5. Approve Medical Group management policies;

6. Approve annual Medical Group operating and capital budgets;

7. Set policy and approve the approaches for charging for Medical Group services and recovering overhead;

8. Elect a Chair of the Medical Group Board;

9. Select members for Medical Group committees;

10. Develop and implement credentialing standards for Medical Group membership;

11. Develop and implement dispute resolution procedures for disputes made against the Medical Group or its members.

H. Medical Group Board Voting Rights - Each voting director shall be entitled to one (1) vote on each matter before the Medical Group Board. Decisions of the Medical Group Board must conform with UCSFSOM and University of California policies and procedures.

IV. MANAGEMENT

A. Medical Group President

The Medical Group President is elected by the Medical Group Board, with the consent of the Dean of the SOM, for a three (3) year term and may serve successive terms at the discretion of the Medical Group Board. The Medical Group President serves at the pleasure of the Medical Group Board and may be removed without cause at any time. The Medical Group President shall have the following responsibilities:

1. Chairs the Medical Group Board.

2. Provides leadership in the planning and resolution of Medical Group-related issues.
3. Delegates responsibilities and oversees activities of the Medical Group Staff.

4. The Medical Group President may be compensated in accordance with the applicable Departmental Clinical Compensation Plan ("DCCP") and shall be reimbursed for reasonable expenses incurred in the performance of his/her duties.

V. BOARD COMMITTEES

The Medical Group has Standing Committees as specified below and may have Ad Hoc Management Committees as provided herein.

Unless the Medical Group shall otherwise provide, regular meetings of any committee appointed shall be held at such times and places as are determined by the Medical Group or by any such committee, and when notice thereof has been given to each member of such committee, no further notice of such regular meetings need be given thereafter. Special meetings of any such committee may be called by the Committee Chair.

A. Standing Committees

1. Finance Committee
   
   a. The Board shall appoint a Finance Committee comprised of at least six (6) Medical Group members: One (1) member shall be designated as Chair by the Board for a three (3) year term and may serve successive terms at the discretion of the Board.

   b. The duties and responsibilities of the Finance Committee shall be to:

   (1) Develop and recommend financial policies to the Medical Group;

   (2) Review the Medical Group operating budget for submission;

   (3) Make recommendations to the Medical Group Board concerning the Medical Group’s general fiscal affairs and request and oversee an annual audit of the Medical Group’s operations by an independent firm as needed;

   (4) Review the findings of the auditors, including any management letters, and, based thereon, make recommendations to the Medical Group Board concerning the financial operations of the Medical Group; and

   (5) Assure that distributions to departments are according to the approved Income Distribution Plan.

   c. Chair, Finance Committee

   The Chair of the Finance Committee shall be a Medical Group member with UCSFSOM faculty appointment with an active clinical practice. The Chair is appointed by the Board for a three (3) year term and may serve successive terms. The Chair serves at the discretion of the Board and may be removed without cause at any time.

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Amended January 1, 2010
2. Contracting Committee

a. Composition - The Medical Group Board shall appoint a Contracting Committee comprised of: the Chair of the Contracting Committee (or two Co-Chairs) and clinically active faculty from each UCSF clinical department.

b. Term - Each member shall serve a three (3) year term and may serve successive terms at the discretion of the Board.

c. Duties and Responsibilities - The Contracting Committee shall be accountable to the Board and shall have responsibility for oversight of contracting with payors for professional services at UCSF.

d. Chair, Contracting Committee

The Chair of the Contracting Committee shall be a Medical Group member with a UCSPSOM faculty appointment and have an active clinical practice. The Chair is appointed by the Medical Group Board for a three (3) year term and may serve successive terms at the discretion of the Medical Group Board. The Chair serves at the discretion of the Medical Group Board and may be removed without cause at any time. The Chair shall have the following responsibilities:

(1) To act as Chair of the Contracting Committee;

(2) To serve as a member of the Medical Group Board; and

(3) To provide direct and positive communication between the Medical Group, the School of Medicine, and the UCSFMC regarding professional service contracting issues.

3. Other Committees

The Medical Group Board may appoint other committees as required.

B. Ad Hoc Management Committees - The Medical Group Board may designate one (1) or more ad hoc management committees, with such composition as the Board may determine, to serve at the pleasure of the Board. Such committees shall have management and/or operational authority as the Medical Group Board may delegate.

VI. FINANCIAL AFFAIRS

A. Accounting and Reporting

1. Medical Group financial affairs and management reporting shall be conducted within existing policy guidelines of UCSPSOM and the accounting policies of the University of California. This shall include maintaining a funds distribution system consistent with existing UCSPSOM policies.

2. Key financial and operational data of the clinical departments shall be made available to the Medical Group Board.
3. The Medical Group shall maintain appropriate accounting functions and records, in accordance with University of California policies and procedures and the budget established by the Medical Group Board.

4. The Medical Group shall ensure that there is a management information system to monitor Medical Group operations and facilitate contract management. Elements may include, but are not limited to, quality assurance, utilization review, enrollee information, funds distribution and resource utilization, by contract and appropriate reports to members.

5. The Medical Group shall ensure that there is an efficient billing mechanism which, to the extent practicable, will accommodate the practices and needs of Medical Group members. In selecting a billing mechanism, the Medical Group Board shall consult with the Department Chairs who, in turn, shall be responsible for communicating these matters to their respective departments.

6. Distribution of funds to DCCP’s or physicians, as applicable, shall be made upon receipt of payment from the third party payer, after a service charge payment has been taken to defray Medical Group operating expenses to meet Medical Group reserve fund requirements and after any applicable assessment by the Dean of UCSFSOM.

7. Full-time faculty shall be compensated for services rendered under Medical Group contracts through their DCCP. The Medical Group shall distribute funds to DCCP’s received on a prepaid or comprehensive fee basis from medical care service contracts in accordance with distribution formulas approved by the Medical Group Board. The clinical departments shall retain responsibility for developing allocation formulae for their own departments. It is anticipated that the distribution formulas shall maintain the existing compensation patterns for UCSF faculty, however, the compensation formulas may be modified by the Medical Group Board in the future, as determined by actual practice and contractual experience to maintain the fiscal integrity of the Medical Group. If, and when, changes are made, they will be carried out after consultation with the involved departments. All compensation patterns shall be consistent with the Medical School Clinical Compensation Plan and the UCSF Campus Implementation Guidelines.

B. Assets and Liabilities - All assets and liabilities shall be held in the name of The Regents of the University of California, which shall have ultimate control and authority over the activities and revenues of the Medical Group.

C. Capital Expenditures

1. Capital expenditures shall be made in accordance with financial plans prepared by the Medical Group and approved by the Medical Group Board.

2. Reserve funds, as approved by the Medical Group Board, may be maintained for replacement of equipment or other assets purchased by, or donated to, the Medical Group.

D. Revenues and Expenses of the Medical Group

1. Revenues to meet operational expenses and other fund requirements of the Medical Group shall be derived from an annual assessment approved by the
Medical Group Board and paid from departmental clinical compensation plan funds for members of the UCCLS’s, to meet the Board authorized budget of the Medical Group. The assessment paid by departments shall be determined by the Medical Group Board.

2. Expenses and other funds requirements of the Medical Group, including but not limited to the following, shall be paid from revenues of the Medical Group:
   a. Employee salaries;
   b. Supplies;
   c. Space/occupancy costs;
   d. Purchased services;
   e. Utilities; and
   f. Reserve/contingency funds.

3. To the extent practicable, the Medical Group Board shall not authorize deficits unless such deficits are prospectively approved by UCSFSOM. Authorized deficits shall be funded by the UCSFSOM or other appropriate sources.

E. Services and Facilities

1. The Medical Group shall be a prudent buyer of required services and facilities in accordance with University of California policy guidelines.

2. Agreements with suppliers of services or facilities to the Medical Group shall be executed in accordance with University of California policy guidelines.

F. Medical Group Contracting Authority

1. The Medical Group shall be delegated sufficient authority by the Dean of UCSFSOM, the UCSF clinical department chairs and the Medical Group members, including all Clinical Associates, to be a legal contracting agent with authority to sign contracts for professional medical services in accordance with policies formulated by the Medical Group Board.

2. The Medical Group shall communicate patient care services requirements of Medical Group contracts to UCSFSOM’s clinical department chairs and Clinical Associates in a timely manner and shall cooperate with the department chairs to facilitate scheduling of available patient care services capacity to ensure efficient resource utilization, in accordance with guidelines formulated by the Medical Group Board.

3. UCSFMC and Medical Group may jointly negotiate medical care services contracts for hospital patient care services in conjunction with physician medical care services. All contracts requiring both professional and hospital services shall be approved by all applicable parties.

4. The Medical Group Board shall establish financial and/or service criteria for contracting with third party payers. In developing such criteria, the Medical
Group Board shall use its best efforts to obtain input from Medical Group members, including Clinical Associates, and to that end shall communicate proposed criteria to department chairs, who in turn shall be responsible to inform Medical Group members in their respective departments. The Medical Group Board (or pursuant to the Board's delegation, the Contracting Committee) may enter into medical care services contracts meeting established criteria. The Medical Group Contracting Committee shall provide the Medical Group Board with reasonable advance notice and opportunity to comment on contracts that do not meet defined criteria. The department chairs shall communicate any matters requiring further input to their departments as needed.

VII. DISSOLUTION

A. Liquidation and Dissolution - The Medical Group may be liquidated and dissolved by a vote of three-quarters (75%) of the membership. No individual department may withdraw unless the Medical Group is dissolved pursuant to this section or upon approval of the Medical Group Board.

B. Plan of Dissolution - A plan of dissolution shall be adopted by the Medical Group Board and approved by the Dean of UCSFSOM. Such plan of dissolution shall provide that the Medical Group members shall continue to abide by the provisions of all medical care service contracts entered into by the Medical Group and in effect on the date of dissolution until the expiration of such contracts.

C. Assets - Assets, including accounts receivable, of the Medical Group shall be first applied to pay liquidating expenses and Medical Group debts and obligations.

D. Remaining Funds and Property - Upon dissolution of the Medical Group, any funds and property remaining after payment of expenses, debts, and obligations of the Medical Group shall be distributed to the Dean's Office, UCSFSOM and departmental clinical compensation plans relative to their respective cumulative contributions of capital to the Medical Group.

E. Member Liability - Medical Group members shall not be personally liable for the debts of the Medical Group. Any Medical Group debts upon dissolution shall be funded pursuant to a decision by the Dean of UCSFSOM, after consultation with the clinical departments, and UCSFMC.

VIII. TERMINATION OF MEMBERSHIP

This section's rights to appeal and hearing do not apply to Clinical Associates whose continued membership is pursuant to the Medical Group Board's sole determination of its needs and of contributions made by Clinical Associates to clinical, teaching and/or research in furtherance of such stated needs, if any.

A. Expiration: Except as otherwise required by law, if a Member's membership in the Medical Group expires, the Member shall not be entitled to any hearing or review of such action.

B. No Duplicative Hearings. If a Member's membership or participation in Medical Group is terminated or limited based on Medical Group's independent determination that cause for discipline exists, Member shall be entitled to request notice and a hearing in accordance with the procedures set forth herein; provided, however, that in no event shall Member be entitled to more than one hearing related to allegations based on the same set of facts that were used as the basis for a hearing in the UCSFSOM or UCSF

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Amended January 1, 2010
Medical Center. If the Member has had a hearing pursuant to UCSF’s Medical Staff Bylaws or pursuant to the applicable policies and procedures of UCSF’s School of Medicine, the decision(s) in those action(s) shall be adopted as final by the Medical Group and the Member shall have no further or additional right to a hearing under the Medical Group’s Bylaws. Any allegation regarding failure to comply with UCSF’s billing rules shall be forwarded to UCSF’s Corporate Compliance Officer and/or the Office of the General Counsel for resolution in accordance with UCSF’s Corporate Compliance Program.

C. Termination (Not Reportable). If a Member’s membership is terminated by Medical Group for any reason other than for a medical cause or disciplinary reason, then within ten (10) working days of the notice of termination setting forth the reasons for such termination, the Member may make a request in writing to meet with an individual or committee designated by the Medical Group Board to discuss the circumstances and reasons for such notice of termination. For the purpose of these Bylaws, the phrase “medical cause or disciplinary reason” shall be defined as set forth in Business and Professions Code Section 805. The notice to Member shall specify whether the proposed termination is reportable to the Medical Board of California. The meeting shall be held within fifteen (15) working days of receipt of the Member’s request. The individual or committee designated to hear the matter shall be competent to evaluate the circumstances and reasons set forth in the notice to the Member and shall not have an economic interest in the outcome of the review. At such meeting, there shall be a full and frank discussion, a review of the circumstances and reasons leading to the decision affecting the Member. There shall be no right to confront witnesses, to compel production of documents, to engage in discovery, or to be represented by counsel. The Member shall be sent a written decision regarding his/her request for review within fifteen (15) working days of the meeting. Any final decision shall be subject to review pursuant to Code of Civil Procedure Section 1094.5 to the extent required by law.

D. Hearing Process (Reportable): When the Medical Group proposes termination of a Member’s membership in the Medical Group, for a medical disciplinary cause or reason, the following procedures shall be followed:

1. The Medical Group shall give the Member a written Notice of Intent To Terminate (“Notice”). This Notice shall include the following information:
   a. That an action against the Member has been proposed by the Medical Group which, if adopted, shall be reported pursuant to Business & Professions Code section 805.
   b. The ground(s) for termination, including a statement of the underlying facts in support of these grounds.
   c. That the Member has the right to request a hearing on the final proposed action within ten (10) working days after receipt of such notice.

2. If the Member requests a hearing, the Member shall be advised of the following:
   a. The place, time, and date of the hearing.
   b. That if the Member desires to contest the termination of membership, the Member must submit to Medical Group Board within 30 days of receipt of the Notice, a concise Statement, including any documentation or other information, which substantively responds to the Notice.
c. The hearing shall be held before a panel of three unbiased individuals appointed by the Medical Group Board who shall gain no direct financial benefit from the outcome, who have not acted as an accuser, investigator, factfinder, or initial decisionmaker practicing the same specialty as the Member.

d. If a hearing officer is selected to preside at a hearing held before a panel, the hearing officer shall gain no direct financial benefit from the outcome, shall not act as a prosecuting officer or advocate, and shall not be entitled to vote.

e. The Member shall have the right to a reasonable opportunity to voir dire the panel members and any hearing officer, and the right to challenge the impartiality of any member or hearing officer. Challenges to the impartiality of any member or hearing officer shall be ruled on by the presiding officer, who shall be appointed by the Medical Group Board.

f. The Member shall have the right to inspect and copy, at the Member’s expense, any documentary information that the Medical Group has in its possession or under its control that is relevant to the charges, as soon as practicable after the receipt of the Member’s request for a hearing. The Medical Group shall have the right to inspect and copy, at the Medical Group’s expense, any documentary information that the Member has in his or her possession or control that is relevant to the charges as soon as practicable after receipt of the Medical Group’s request. The failure by either party to provide access to this information upon request by the other party at least thirty (30) days before the hearing shall constitute good cause for a continuance. The right to inspect and copy by either party applies only to matters specifically applicable to the Member or to care provided by him/her under review. The presiding officer shall consider and rule upon any request for access to information, and may impose any safeguards for the protection of the peer review process as justice requires.

g. When ruling upon requests for access to information and determining the relevancy thereof, the presiding officer shall, among other factors, consider the following:

(1) Whether the information sought may be introduced to support or defend the charges.

(2) The exculpatory or inculpatory nature of the information sought, if any.

(3) The burden imposed on the party in possession of the information sought, if access is granted.

(4) Any previous requests for access to information submitted or resisted by the parties to the same proceeding.

h. At the request of either side, the parties shall exchange lists of witnesses expected to testify and copies of all documents expected to be introduced at the hearing. Failure to disclose the identity of a witness or to produce copies of all documents expected to be produced at least ten (10) days
before the commencement of the hearing shall constitute good cause for a continuance.

i. Continuances shall be granted upon agreement of the parties or by the presiding officer on a showing of good cause.

j. A hearing under this section shall be commenced within sixty (60) days after receipt of the request for hearing, and the peer review process shall be completed within a reasonable time after a Member receives notice of a final proposed action or an immediate suspension or restriction of clinical privileges, unless the arbitrator or presiding officer issues a written decision finding that the Member failed to comply with subdivisions (g) and (h) in a timely manner, or consented to the delay.

3. The rights of parties at a hearing concerning a final proposed action are:
   
a. To be provided with all of the information made available to the trier of fact.

b. To have a record made of the proceedings, copies of which may be obtained by the Member upon payment of any reasonable charges associated with the preparation thereof.

c. To call, examine, and cross-examine witnesses.

d. To present and rebut evidence determined by the presiding officer to be relevant.

e. To submit a written statement at the close of the hearing.

4. The burden of presenting evidence and proof during the hearing shall be as follows:

a. The Medical Group shall have the initial duty to present evidence which supports the charge or recommended action.

b. The Medical Group shall bear the burden of persuading the trier of fact by a preponderance of the evidence that the action or recommendation is reasonable and warranted.

5. The parties may each be represented by an attorney; however, the Medical Group shall not be represented by an attorney if the Member is not so represented.

6. Upon the completion of a hearing, the Member and the Medical Group involved have the right to receive a written decision of the trier of fact, including findings of fact and a conclusion articulating the connection between the evidence produced at the hearing and the decision reached.

7. The Medical Group may immediately suspend or restrict clinical privileges of a Member for a medical disciplinary cause or reason where the failure to take that action may result in an imminent danger to the health of any individual, provided that the Member is subsequently provided with the notice and hearing rights described herein.
8. Judicial Review: Judicial review shall be available under Section 1094.5 of the Code of Civil Procedure.

IX. AMENDMENTS

A. Vote by Medical Group Board - The Board may modify the Medical Group Bylaws by affirmative vote of two-thirds (2/3) of the Board.

B. Vote by Medical Group Membership - Medical Group members may modify the Medical Group Bylaws by affirmative vote of a majority of the members.

C. Petition to Alter - Any ten (10) Medical Group members, or any three (3) clinical department chairs may petition in writing to the Medical Group President to alter, amend, or repeal the Medical Group Bylaws.

D. Action by Medical Group Board - The Medical Group Board may (1) adopt an amendment proposed by a Medical Group member; (2) submit the amendment to a vote of the full Medical Group membership (with affirmative vote of two-thirds (2/3) of the Board), or (3) reject the proposed amendment. If a proposed amendment is rejected by the Medical Group Board, said amendment may be brought to a vote of the full Medical Group membership upon petition of one-third of the Medical Group membership, or six (6) clinical department chairs.

X. MISCELLANEOUS

A. Records and Reports - The Medical Group shall maintain correct and complete books and records of account, of its transactions and minutes of the proceedings or its members, the Medical Group Board, and any other Medical Group committee. Medical Group financial records shall be on file with the Executive Director and shall be available to the Dean of UCSFSOM, Medical Group members, and the Medical Group Board for inspection, upon written request, at reasonable times.

B. Rules of Order - The most recent edition of Robert's Rules of Order shall govern the conduct of all meetings unless such rule contained therein conflicts with any provision in these Bylaws, in which case these Bylaws shall control.
XI. APPROVAL AND ADOPTION

A. Effective Dates

1. Effective date of Medical Group implementation and operations is January 1, 2001.


B. Agreed to:

[Signatures and dates]

Susan Desmond-Hellman, MD, MPH
Chancellor
University of California, San Francisco

Sam Hawgood, M.B.B.S.
Dean
School of Medicine and Vice Chancellor for Medical Affairs
University of California, San Francisco

Adopted July 13, 1987
Amended January 1, 2010