

Signing an Agreeable Contract is the best way to protect yourself. Any and all due process rights must be spelled out in detail in the bylaws. Legal "immunity" from prosecution (purportedly to encourage reporting of wrongdoing) abets peer-review for-profit and monopoly-control of medicine. Impartial peer review is needed to protect patients, but our law has spawned Innuendo and Defamation, sibilings which distract doctors. To protect patients and doctors, we should stipulate that peer-review judges be acceptable to both sides. The hospital is a for-profit organization whose primary responsibility by law is their stockholders, not the doctors and patients who use their facilities. Until the law changes, our recourse is to write due process into contracts.

The language, terminology and definitions of peer review within hospital contracts and bylaws.

EXAMPLE 1: BAD BYLAWS

Unfortunately we do not have the original copy of this document, but from the comments you can understand what to sign and what to avoid.

EXAMPLE 2: BAD BYLAWS

Unfortunately we do not have the original copy of this document, but from the comments you can understand what to sign and what to avoid.

EXAMPLE 3: AGREEABLE BYLAWS

Again, we do not have the original document, but these key excerpts from Dr. Carlini's contract protect due process for the physician in peer review.

EXAMPLE 4: CONTRACTS

This contract was submitted for consideration by a recent medical school graduate. Read our comments from pol.net by practitioners who responded to the submission.

EXAMPLE 5: AGREEABLE CONTRACT written by ERIC GROSCH

Model Contract to Supplement/Replace Hospital's Bylaws, Rules & Regulations.

EXAMPLE 6: Ventura County Medical Center

General Rules for the VCMC Medical Staff.

COMMENTS:

Without legal advice, contracts like these will place inexperienced practitioners in a bind. Read our comments from pol.net by practitioners who responded to the submission.

Five Lawyers Recall: 'The Craziest HMO Contract Clause I've Seen': Many physicians who wouldn't dream of substituting a penny for a burned-out fuse or poking a knife into a plugged-in toaster nevertheless continue to sign contracts proffered by HMOs without reading them.