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Talking points for termination interview with Drs. Bhandari:

Confidentiality:

Before we enter into a discussion of the reason why we asked you here today, let me say the Hospital considers your Employment Agreement and all of its terms confidential and I direct you to Section 5.2 of the Agreement. As such, you should not discuss or disclose the terms of your employment contract or our conversation today with anyone except the management of Artesia General Hospital, who does not include any one at Artesia Hospital District.

Starting Point / Intro:

You were recruited to Artesia because of the hospital's ^{and conduct} desire to ensure access to orthopedic medical care in the community. Due to your performance over the last year, and information which has been uncovered, the hospital is exercising its right to terminate your employment agreement.

We will discuss the reasons in a moment, but here's what is going to happen:

- Your employment agreement is terminated as the result of your breach of the agreement.
- At the end of the conversation both of you will be offered a separation agreement. It is your option to accept or reject the separation agreement.
- However, if you reject the separation agreement, the hospital will seek to recover all damages it has incurred as the result of your breach of the employment agreement.
- You will need to leave the cell phones and the keys to the clinic with me at the end of this meeting.
- You will need to provide us a list of any scheduled patients immediately. Your final paycheck will be mailed to you at your home.

Justification:

The Hospital believes that it has the right and the duty to terminate your contract because your actions in the following areas are cause for immediate termination under Section 3.2 (b), (d) and (k) of the Agreement:

Section 3.2 (b) Willful failure of Physician to comply with reasonable directives of the Hospital's Medical Staff by-laws, or Hospital policies, standards and regulations established from time to time by the Hospital.

Section 3.2 (d) Willful misconduct of Physician resulting in damage to Hospital or any hospital-affiliate, of Hospital.

Section 3.2 (k) Physician taking any action or engaging in any activity that is materially detrimental to the lawful and/or economic interests of the Hospital.

- It has come to our attention that you have refused to treat or consult on Emergency Room patients needing orthopedic care on numerous occasions in violation of your employment agreement and hospital policy. *clinic*
- Our investigation has revealed that many physicians will not refer to you because you will not provide consults, you are rude to patients, and you refuse to see their patients.
- Many of these patients were forced to delay treatment and travel outside of the community for care, undermining the very reason why the Hospital entered into an Employment Agreement with you and potentially exposing the hospital to charges of unlawful conduct under EMTALA.
- A random sample of Emergency Room patient records over a four-month period revealed a minimum of twelve (12) orthopedic patients, whose injuries fall within the auspices of your credentials, but received no orthopedic consult from you.
- Interviews with Hospital Emergency Room staff indicate that you were contacted by telephone in each of these cases and refused to see the patient, instead referring the patient to other surgeons in other cities -- and on two occasions even sent patients with fractures to the Rural Health Clinic.
- The Employment Agreement sets a clear expectation that you will devote your entire, undivided time and attention to the practice of medicine in New Mexico (See Section 2.4).
- The Agreement further obligates you to hold regular office hours (Section 2.1) and devote time not spent with patients to cultivating a professional practice (Section 2.2). When in fact, phone records from your Hospital-provided cellular telephone indicate that a large portion of your daytime hours are devoted not to seeing patients or cultivating a practice to New Mexico, but to the business of managing properties in Florida.
- The fact that you have used Hospital property (static telephone lines, office space and cellular phones) to manage your business enterprises in Florida, while refusing on numerous occasions to consult on patients needing orthopedic care who presented to the Hospital Emergency Room, is clearly an activity detrimental to the lawful and economic interests of the Hospital.

Allow/ Prepare for reaction:

1. Employee may leave or "storm" out without hearing all of the reasons for his termination. If this happens, document their reaction and send any appropriate notices (COBRA, etc.) by letter. Change locks on office if he does not return key and have cell phone service terminated. Consider having an off-duty police officer or Sheriff's deputy nearby to assist with maintaining order.

2. Employee may want a copy of the notes you are reading from or a copy of any of the evidence you state that we have. This will not be provided and is not required by state or federal law.

Review Separation Agreement.

1. Provide Employee with copy of the Separation Agreement.
2. Review the basic terms of the severance agreement, including:
 - resign employment.
 - resign medical staff privileges.
 - two month's continued salary.
 - health insurance through November 30.
 - neutral reference.
 - mutual release/no lawsuit.
 - contingent on both doctors resigning and agreeing to the separation agreement.
3. Instruct that they may sign it as soon as they have had an opportunity to review. If they do not sign, Ramdas is terminated and must not enter the property (unless he opens his own clinic and begins admitting patients).

Next steps:

1. Ask Employee to return all Hospital property immediately, including keys, cellular telephone, and report of patients' status.
2. Ask Employee to remove all personal property from the premises. A Hospital representative may accompany him to assist with carrying, if needed, and document anything that is removed, etc.
3. Coordinate the transition of patients to another physician. Chitra's termination may be delayed to transition patients.
4. Instruct that if he/they decide to sue the Hospital, the Hospital will counterclaim for the damage Ramdas has caused to the Hospital, including loss of hospital and professional revenue.
5. Make a written record of the meeting signed by all present. Employee will likely not sign. Document that Employee refused to sign – or other circumstance.