

AGENDA
ECU Board of Trustees
Health Sciences Committee
February 21, 2013

- I. Approval of Minutes (November 29, 2012) **Action**

- II. Health Sciences Division Update: Discussion
 - A. Health Sciences Update – Dr. Phyllis Horns

 - B. Brody School of Medicine Update
 - 1. BSOM Update – Dr. Paul Cunningham
 - 2. LCME Update – Dr. Libby Baxley
 - 3. ECU Physicians Financial Update – Mr. Jowers
 - 4. Vidant Health Relations – Drs. Cunningham & Benson
 - 5. BSOM/Vidant Medical Center Affiliation Agreement **Action**

 - C. Closed Session

- III. Health Sciences Informational Updates
 - A. College of Allied Health Sciences

 - B. College of Nursing

 - C. School of Dental Medicine

**Health Sciences Committee
ECU Board of Trustees
November 29, 2012
1:30 p.m.
ECHI Conference Room B**

Board Members Present:

**Deborah Davis
Steve Jones
Bobby Owens
Danny Scott**

Others Present:

**Nick Benson
Sylvia Brown
Paul Cunningham
Glen Gilbert
Phyllis Horns
Ron Mitchelson
Steve Thomas
Gary Vanderpool
Lisa Clough**

Recorder: Christy Daniels

Dr. Horns reported:

- College of Nursing fall enrollment is 1,271 students, the largest class ever.
- On December 3rd, the Sylva Community Service Learning Center groundbreaking will be held.
- School of Public Health Planning - actively working on proposals to submit a plan to establish a PhD in Epidemiology and DrPH with focus areas in Health Administration & Biostatistics. Will be in the planning phase for the next 3-4 years.
- Major intraprofessional education initiatives are ongoing in the Health Sciences Division with the Health Sciences Student Leadership Council working with faculty across the division to strengthen intraprofessional education. Planning academic, social and recreational activities. 140 students/faculty came together for a Crossing Borders event October 25 to watch a film on diversity and then gather in small groups to talk about the diversity in the work they do as teams.
- Two endowments in the Health Sciences Division were recently funded and matched by the State. In the BSOM - the Monk Endowment and the College of Allied Health Sciences - Bremer Endowment .

Vidant Health Update:

- Dr. Dave Herman, CEO of Vidant Health, gave an update on the work that has been ongoing with the Affiliation Agreement between the BSOM and Vidant Medical Center.
- Clinical Governance Physicians Group has been developed to make decisions that govern practice at Vidant Medical, other Vidant hospitals and clinics.
- November 15th – submitted a 65 bed certificate of need (CON) for a new \$181M cancer hospital that will occupy 96 beds and 130,000 square ft. outpatient facility for cancer care. Final word of the CON should be in June 2013; bidding in December 2013; and occupancy in 2017.
- Best financial year for Vidant Health - \$126M (includes Vidant Medical Center and other Vidant facilities in the region).

CAHS Update:

- Dr. Thomas shared that the 45th Anniversary Celebration of the School was held in October and several other recognitions will be held throughout next year. He gave an update on strategic growth in education and enrollment: MS in Health Informatics and Information Management will begin in Fall 2013 with 10 full-time students; MS in Physician's Assistant Studies has grown to 35 students; Doctor of Physical Therapy program is projected to increase enrollment in fall 2013; and The Doctor of Physical Therapy and AuD degrees are now included in the Early Assurance program through the Honors College.

BSOM Update:

- Dr. Cunningham shared the physicians that were chosen by their peers for inclusion in the 2012-2013 "Best Doctors in America" list. The work of LCME accreditation review is ongoing and LCME should be back next summer to re-look at the program. Searches are on-going for the Department Chairs of the Cardiovascular Sciences and Obstetrics & Gynecology. The search for the Department Chair of Oncology will be launched in the next few weeks.
- Dr. Benson gave an update on the work of the Affiliation Agreement between the BSOM and VMC. Plans are to have the agreement to the ECU Board of Trustees by the February 2013 meeting.
- Mr. Jowers reported on ECU Physicians financial performance as of October 2012 FYTD. There has been a huge growth in pro-fee collections, outpatient visits, and wRVu's. Met actual budget for October 2012 with a net income of \$1.8M. Have 90 days of operating cash in today's funds, which is a major improvement. ECU-P is close to breaking even.

Action Item:

The Health Sciences Committee reviewed two initial appointment tenure recommendations. A motion was made to approve the conferral of the initial appointment of tenure for both candidates approved by the Chancellor as presented in the Board materials. Motion passed unanimously.

ECU Board of Trustees Health Sciences Committee

Update on the Affiliation Agreement – Brody School of Medicine & Vidant Medical Center

Thursday, September 20, 2012

Background

- First signed in 1974; updated in 1994; due for update in 2014
- Being fully reviewed by a small work team, interacting with Joint Executive Group, and reporting to the Joint Policy Committee
- Intended to link BSOM with Vidant Medical Center (VMC, formerly Pitt County Memorial Hospital) to outline numerous areas of mutual activity and overlapping interests
 - o Administration and financial responsibility of each institution
 - o Medical student education
 - o Graduate medical education (GME, i.e., residency training programs)
 - o Medical Staff membership; Faculty appointments
 - o Chiefs of Service
 - o Research
 - o Facilities and Services
 - o Joint Policy Committee – oversees the Agreement; solving problems arising from mutual programs
- Signed by the Chairs of the ECU BOT, UNC BOG, VMC Board of Trustees, and Pitt County Board of Commissioners

Substantive Changes that are Anticipated

1. Clarify and strengthen the segments dealing with medical student education to support BSOM accreditation (via LCME).
2. Strengthen the inter-relationship to conduct research studies, citing the value both organizations feel on the development of new knowledge.
3. Add notation that the two entities may join in the creation of collaborative healthcare delivery arrangements over time.
4. Clarify the roles of the ECU Chancellor and the Vidant Health CEO in making recommendations to the UNC BOG on who should be appointed to the BOG seats on the VMC Board of Trustees.
5. Simplifying the process for forming search committees for clinical department chairs, to make it consistent with our present approach (which includes a VMC representative and someone from the relevant local private practice community).
6. Revise the process for the Dean and the President of VMC to agree on appointments as Chief of Service, and the opportunity of the President to annually evaluate the work of the Chief, which may result in positive incentives or undesirable consequences.

7. Add the role of VMC in assessing and treating workplace injuries to medical students, supplementing the role of the ECU Office of Prospective Health.
8. Expanding the authority of the Office of GME to include selected non-accredited training programs for medical school graduates.
9. Clarifies the need for the School and the Hospital to communicate collaboratively when one entity is considering expanding or revising physical facilities that could impact clinical or academic activities.
10. Changes the authority of resolving major issues between the two entities that cannot be handled by the Joint Policy Committee from the VMC Board and the BOG to the Vice Chancellor for Health Sciences and the Vidant Health CEO.
11. Adds new language covering important legal aspects:
 - Provides the opportunity to terminate the agreement in the event one entity loses its license to operate clinically;
 - Provides the opportunity for one entity to terminate the agreement in the event the other entity merges or becomes acquired by another party (“change of control” language); and
 - Clarify the process to unwind the agreement at the end of the 20 year term in the event that one party decides to not continue at that time.

1
2 | **DRAFT 01/22/13, ~~12/03/12~~**

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3 AFFILIATION AGREEMENT BETWEEN
4 THE BRODY SCHOOL OF MEDICINE AT EAST CAROLINA UNIVERSITY AND PITT
5 COUNTY MEMORIAL HOSPITAL dba VIDANT MEDICAL CENTER
6
7

8 WHEREAS the parties, on December 17, 1975, entered into an Affiliation
9 Agreement which expired in December 1995; and
10

11 WHEREAS the parties, on October 14, 1994, agreed to amend the previous
12 agreement and renew it with changes effective January 1, 1995; and
13

14 WHEREAS an Affiliation Agreement between the Brody School of Medicine at East
15 Carolina University (BSOM) and Pitt County Memorial Hospital, dba Vidant Medical
16 Center (VMC) will continue to provide for the utilization of VMC as the primary teaching
17 hospital of BSOM, and will thereby render unnecessary the construction and operation of
18 a separate State-owned teaching hospital with attendant duplication of facilities and
19 services; and
20

21 WHEREAS VMC and BSOM each recognize that VMC benefits from an affiliation
22 with BSOM through the enrichment of its medical education, research, and other related
23 programs and the care of certain of its patients; and BSOM and VMC each recognize
24 that East Carolina University and its BSOM benefit from an affiliation with VMC by
25 having available for their faculty and medical students opportunities for clinical
26 education, research, patient care, and other related activities afforded by VMC, its
27 medical education programs, and facilities; and
28

29 WHEREAS the majority of the physicians on the VMC medical staff consists of
30 physicians who have faculty appointments from BSOM and a majority of all VMC
31 admissions are made by physicians who are faculty members; and
32

33 WHEREAS an Affiliation between BSOM and VMC will continue to most
34 advantageously utilize their combined facilities, professional staff and other resources to
35 effect their common concern for excellence in community service, patient care, medical
36 education and research for the residents of Pitt County, other counties in eastern North
37 Carolina and the State of North Carolina; and
38

39 | WHEREAS the principles of a primary Affiliation of VMC and BSOM, ~~the two parties~~
40 have in the past been jointly developed and approved by representatives of the parties
41 involved; and
42

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43 WHEREAS expanded facilities which may be necessitated by the Affiliation
44 Agreement will permit continuation of the present VMC policy of providing for the
45 hospital health care needs of Pitt County residents while expanding the availability of
46 services to the regions to be served by VMC; and
47

1 | WHEREAS it is the objective of VMC and BSOM, ~~both parties~~ that the Affiliation
2 Agreement be so constructed as to comply with the standards and regulations of the
3 reviewing and accrediting agencies involved; and
4

5 WHEREAS the parties to this agreement from time to time have entered or may in
6 the future enter into leases, contracts and/or agreements outside this Affiliation
7 Agreement which are consistent with the spirit of this agreement,
8

9 Now, therefore, this agreement is made and entered into this ___ day of _____,
10 2013, by and between the Board of Trustees of VMC, the Board of Commissioners of
11 Pitt County, the Board of Trustees of East Carolina University, and the Board of
12 Governors of The University of North Carolina, as follows:
13

14 I. AREAS OF RESPONSIBILITY
15

16 A. The BSOM shall be operated as a reputable and accredited school of
17 medicine as prescribed by the laws of the State of North Carolina and
18 the requirements of the Liaison Committee on Medical Education
19 (LCME) of the American Association of Medical Colleges and the
20 American Medical Association. The Board of Governors of The
21 University of North Carolina (UNC) shall retain for its facilities all
22 jurisdictional powers incident to separate ownership. The operation of
23 this Agreement as it affects BSOM shall be consistent with the policies
24 of the Board of Trustees of East Carolina University (ECU) pursuant to
25 the ECU Board's authority under the laws of North Carolina and the
26 Code of UNC, and policies, regulations, and guidelines adopted by the
27 Board of Governors of UNC or the President of UNC pursuant to their
28 authority under the Constitution and laws of the State of North
29 Carolina.
30

31 B. The VMC Board shall retain for its facilities all jurisdictional powers
32 incident to separate ownership, including the powers to determine
33 general and fiscal policies and to appoint its administrative officers and
34 other personnel, under terms of subsequent paragraphs of this
35 agreement. Teaching and research facilities which are provided by the
36 VMC Board shall be fully integrated with the program of BSOM. The
37 VMC Board is not to be understood as intending, and neither is it the
38 intent of this Agreement, to obligate VMC to engage in any activities,
39 research or otherwise, beyond those required for accreditation of VMC
40 and BSOM, and neither is it the present intent of the VMC Board to
41 undertake activities, research or otherwise, which are properly the
42 responsibility of the BSOM.
43

44 C. The VMC Board retains final jurisdiction over the administration and the
45 supervision of its facilities and over admission of patients and
46 assignments of beds to them, consistent with the service purpose of
47 VMC and the educational program of BSOM. The VMC Board shall

1 seek counsel and advice from the Dean of BSOM when the exercise of
2 such jurisdiction may affect the programs of teaching and research.

3
4 D. Education programs and research projects conducted solely by and in
5 BSOM shall remain the responsibility of BSOM.

6
7 E. BSOM and VMC shall communicate on any education, research or
8 service programs that serve the mission of both institutions, and may
9 collaborate if the Dean of the BSOM and the President of VMC, or their
10 respective delegates, agree to do so. Where applicable, a separate
11 agreement will be formalized for such a program. Both institutions value
12 the products of scientific investigation, including the creation of new
13 knowledge applicable to the healthcare of patients, and will collaborate on
14 such programs as agreed upon. Other programs of education, research
15 and service within VMC shall remain the responsibility of the sponsoring
16 institution. VMC and BSOM. ~~The parties~~ may from time to time jointly
17 engage in, and apply their resources to support, collaborative healthcare
18 delivery arrangements with each other outside this Affiliation Agreement
19 which are consistent with the spirit of this agreement.
20

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21 II. RIGHTS AND PRIVILEGES OF PHYSICIANS AND DENTISTS

22
23 A. The rights and privileges of all physicians and dentists on the VMC
24 medical staff shall be maintained consistent with accreditation
25 standards and requirements for VMC and BSOM and may not be
26 withdrawn arbitrarily. The Board of Trustees of VMC shall maintain
27 the authority to appoint the VMC medical staff and delineate privileges
28 after consultation with the VMC medical staff.

29
30 B. The following terminology shall apply when various physician groups
31 are referred to in this Affiliation Agreement:

32
33 (1) The Medical Staff: All physicians and dentists who have been
34 admitted to VMC medical staff membership according to the VMC
35 medical staff bylaws.

36 (2) Medical School Based Faculty: Members of the BSOM faculty who
37 are employed or contracted by BSOM either full or part-time.

38 (3) Community-Based Faculty: Members of the medical staff who are
39 not employed by BSOM, who practice in the community, and who
40 have appointments to the BSOM faculty.
41

42 III. GOVERNANCE

43
44 A. The Board of Trustees of VMC (the VMC Board) shall provide
45 oversight to VMC so as to meet accreditation standards for VMC and
46 for BSOM's educational programs.
47

- 1 B. VMC will be governed by a 20-member Board of Trustees. Pitt
2 County, through its Board of Commissioners, will appoint 11, or 55%,
3 of the governing body of VMC, at least one of whom shall be a Pitt
4 County physician. The UNC Board of Governors will appoint the
5 remaining 9 seats, or 45%, of the governing body of VMC. Of these
6 9, one member will be appointed from a slate of four persons
7 nominated by a nominating committee composed only of trustees
8 appointed by the UNC Board of Governors. Neither the County nor
9 UNC Board of Governors shall remove any of their appointed Trustees
10 except for cause.
11
- 12 C. The Executive Committee of the VMC Board shall consist of nine
13 members including the Chairman, Vice Chairman, Secretary, and six
14 members elected by the VMC Board from the at large membership in a
15 manner such that a total of five members of the Executive Committee
16 are members of the VMC Board appointed by the County
17 Commissioners and a total of four members of the Executive
18 Committee are members of the VMC Board appointed by the Board of
19 Governors of UNC.
20
- 21 D. For appointments by the Board of Governors of The University of
22 North Carolina (UNC BOG), the Chancellor of East Carolina University
23 and the Chief Executive Officer of Vidant Health, or their designees,
24 will develop a slate of candidates for appointments and
25 reappointments to present to the UNC BOG as a joint recommendation
26 for appointment to the VMC Board. These recommendations will be
27 based on agreed upon competencies of the candidates as needed for
28 the proper knowledge, expertise and function of the VMC Board. The
29 submission of recommendations to the UNC BOG will be in the form of
30 a letter, with the letterhead consisting of the identity of each entity,
31 jointly signed by the Chancellor and the Chief Executive Officer. In the
32 event that agreement on candidates cannot be reached, separate
33 letters may be sent by the respective parties, with proper notification
34 of the intent to do so. This process does not apply to seat five, the
35 seat appointed from a slate of four persons nominated by a nominating
36 committee composed only of trustees appointed by the UNC Board of
37 Governors, as described in III B above, as the process for appointment
38 to this seat is established within the Agreement to Change Status of
39 Pitt County Memorial Hospital entered into between the County and
40 VMC dated June 1, 1998 (the "Transfer Agreement"), and may not be
41 modified outside of that agreement.
42

43 IV. FINANCIAL RESPONSIBILITY 44

45 Expenses incurred for the operation of the facilities of VMC shall be paid by VMC.
46 Expenses incurred for the operation of BSOM shall be paid by ECU. However,
47 nothing in this paragraph shall prohibit subsequent agreements, subject to the legal

1 | powers and limitations of VMC and BSOM, ~~the parties~~, for the joint employment of
2 | personnel and for the pro rata apportionment of salaries thereof or for the pro rata
3 | apportionment of other related costs and expenditures. Such agreements will be
4 | agreed to by the Dean of BSOM and the President of VMC on these or other
5 | budgetary matters.

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6 |
7 | V. PATIENTS

8 |
9 | Each patient admitted to a VMC service shall be available for teaching programs
10 | unless the attending physician or dentist, the patient, the guardian, or in the event
11 | of patient incapacity, the person authorized to consent to care specifies otherwise.
12 |
13 |
14 |

15 | VI. MEDICAL SCHOOL-BASED FACULTY: APPOINTMENT, RECRUITMENT,
16 | PRIVILEGES

- 17 |
18 | A. Appointment to the BSOM faculty shall be the responsibility of BSOM,
19 | subject to the policies and regulations of ECU and of the Board of
20 | Governors of UNC.
21 |
22 | B. Each search committee for a chair of a clinical department at the School
23 | of
24 | Medicine shall include unrestricted representation from the VMC
25 | President or designee and Community-Based Faculty relevant to the
26 | department.
27 |

28 | VII. CHIEF OF SERVICE

- 29 |
30 | A. The chairperson of a clinical department in BSOM, or such
31 | other person as the Dean of BSOM may designate, and who is
32 | confirmed by the President of VMC, shall be appointed by the VMC
33 | Board as the Chief of the corresponding VMC hospital service. The
34 | Dean of BSOM and the President of VMC will define a process wherein
35 | the President will provide input on the annual evaluation of each Chief
36 | of Service based on performance criteria defined in a contractual
37 | agreement outlining the work of the Chief of Service. Recognition for
38 | outstanding performance or failure to fulfill the performance criteria as
39 | specified in the contract will be addressed through specific actions in
40 | the contract.
41 |
42 | B. Each Chief of Service will be responsible for providing a mechanism for
43 | representation from all members of the service in developing patient
44 | care policies of the service.
45 |

46 | VIII. MEDICAL STUDENT AND GRADUATE MEDICAL EDUCATION PROGRAMS
47 |

- 1 A. Medical student educational programs within VMC shall conform to the
2 requirements of the Liaison Committee for Medical Education (LCME).
3 The Chair of an academic clinical department shall be responsible for
4 medical education programs within that department within VMC.
5 Medical student participation in patient care shall be supervised by
6 members of the Medical School-Based Faculty and Community-Based
7 Faculty as agreed to by VMC and BSOM. The medical education
8 programs of BSOM and VMC will assure that the learning environment
9 promotes the development of explicit and appropriate professional
10 attributes in its medical students and residents. BSOM and VMC
11 mutually recognize that the learning environment includes both formal
12 learning activities, and the attitudes, values and informal lessons
13 conveyed by individuals who interact with the medical students and
14 residents. When a medical student is exposed to an infectious,
15 environmental, or other occupational hazard during the course of
16 his/her clinical experience at VMC, initial evaluation and treatment will
17 be provided by VMC's Occupational Health Office (and Emergency
18 Department for after hours needs), with follow-up care assured by
19 BSOM's Office of Prospective Health. Initial evaluation and treatment
20 costs will be borne by VMC.
21
- 22 B. VMC and BSOM accept the joint responsibility for developing and
23 administering all residency and other graduate medical education
24 (GME) programs accredited by the Accreditation Council for Graduate
25 Medical Education (ACGME) or other national accrediting agencies, and
26 unaccredited programs as jointly approved by the Dean of BSOM and
27 the President of VMC. GME programs shall be conducted in
28 accordance with the requirements of the accrediting body and the
29 GME Committee. The Chair of an academic clinical department
30 sponsoring any GME program shall maintain management responsibility
31 for the conduct of these programs unless otherwise directed by the
32 President of VMC and the Dean of BSOM acting jointly.
33
- 34 C. A Graduate Medical Education Committee shall have the responsibility
35 for advising on and monitoring all aspects of residency education. This
36 committee is responsible to the Executive Committee of the Medical
37 Staff of VMC for all medical staff issues related to these trainees. In
38 all other issues, the GME Committee is responsible to the Dean of
39 BSOM and the President of VMC.
40
- 41 D. The President of VMC and the Dean of BSOM shall jointly appoint a
42 BSOM faculty member to be the Director of GME in VMC and the
43 Associate Dean for GME in BSOM. This person shall be the
44 Designated Institutional Official for the ACGME and chair the GME
45 Committee. The Dean of BSOM and the President of VMC will define
46 a process wherein the President will provide input on the annual
47 evaluation of the Director of GME/Associate Dean for GME based on

1 performance criteria defined in a contractual agreement outlining the
2 work of the Director of GME/Associate Dean for GME. Recognition for
3 outstanding performance or failure to fulfill the performance criteria as
4 specified in the contract will be addressed through specific actions in
5 the contract.

6
7 IX. RESEARCH

- 8
9 A. BSOM and VMC shall encourage the development of research
10 programs to advance medical knowledge, to support the
11 undergraduate and graduate educational programs, and to contribute
12 to the recruiting of an outstanding faculty.
13
14 B. All proposed research projects within VMC shall conform with federal,
15 state, and other governmental regulations, and be approved by the
16 appropriate VMC process.
17

18 X. EXPANSION OF TEACHING FACILITIES AND SERVICES

19
20 VMC and BSOM shall consult with the other regarding proposed expansion and/or
21 renovation plans in order to provide adequate facilities and services for academic
22 and clinical functions.
23

24 XI. JOINT POLICY COMMITTEE

- 25
26 A. In order to administer equitably the provisions of this Affiliation
27 Agreement, there shall be established a Joint Policy Committee,
28 hereinafter referred to as the "Committee". It shall consist of ten
29 members:

- 30
31 1. The chair of the VMC Board of Trustees
32 2. The President of VMC
33 3. One appointed by the chair of the VMC Board of Trustees
34 4. One appointed by the Pitt County Commissioners
35 5. The Chief of the VMC Medical Staff
36 6. The Past Chief of the VMC Medical Staff
37 7. The Dean of BSOM
38 8. The Vice Chancellor for Administration and Finance of ECU
39 9. and 10. Two appointed by the Chancellor of ECU
40

41 The chairperson of the committee shall hold office for one (1) year and
42 be the Past Chief of the VMC Medical Staff.

- 43
44 B. Its duties shall include:

- 45
46 1. Review of this Agreement, at least annually, to assess its
47 operating effectiveness and to ascertain how, if at all, the

1 Agreement may be improved to the satisfaction and mutual
2 benefit of the parties involved.

- 3 2. Recommendation of amendments to this Agreement.
- 4 3. At the request of BSOM and VMC, ~~the parties~~, review and make
5 recommendations for solving problems related to the mutual
6 programs of research, teaching, patient care and community
7 services.
- 8 4. Consideration of such other matters which from time to time arise
9 and which are of common concern to BSOM and VMC, ~~both~~
10 ~~parties~~.
- 11 5. In the event that the Joint Policy Committee cannot resolve
12 differences, the issue shall be referred for negotiation between
13 the Vice Chancellor for Health Sciences of ECU and the Chief
14 Executive Officer of Vidant Health, neither of whom shall be
15 Committee members.

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- 16 C. Appointments to the Committee shall be for three year terms except
17 those who serve by reason of the position they hold. Any member of
18 the Committee may be reappointed at the discretion of the party
19 making the original appointment. A member may be removed only by
20 the appointing party. In the event of removal, death, or resignation of
21 a member, a successor shall be selected by the appointing party.
- 22 D. The Committee shall meet at any time at the request of either BSOM
23 or VMC. Such a request shall be submitted in writing to the
24 Chairperson of the Committee. Notice of the time and place of the
25 meeting shall be given at least ten days in advance. Said meeting shall
26 be held within a reasonable time from the date the request is
27 submitted or not more than thirty days.
- 28 E. In the event it is impossible for any member to be present at a meeting
29 so called, the appointing party may designate an alternate to attend
30 the meeting.

31 XII. TERMINATION OR AMENDMENT OF THE AGREEMENT

- 32 A. The parties of this Affiliation Agreement acknowledge that the success
33 of the combined program of medical training and patient care can only
34 be achieved through faithful communication and sympathetic
35 cooperation between the Dean of BSOM and its faculty, and the
36 President of VMC and its medical staff, and the Board of Trustees of
37 VMC, the Board of Commissioners of Pitt County, the Board of
38 Trustees of ECU, and the Board of Governors of UNC.
- 39 B. This Agreement shall extend for a period of twenty years from its
40 effective date (the "Initial Term"). It may be terminated prior to the
41 conclusion of the twenty year period only upon mutual consent of
42
43
44
45
46
47

1 | ~~BSOM and VMC, the parties.~~ In such an instance, a period of four
2 | years shall be allowed to effect the termination unless a shorter period
3 | is established by mutual consent of ~~BSOM and VMC, the parties.~~

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5 | C. It is understood that this Agreement may be amended in writing at any
6 | time to include such provisions as are agreed upon by the parties.
7 | Future provisions in this document required for accreditation purposes
8 | by either ~~VMC or BSOM, party~~ should be addressed by addendum to
9 | this agreement or other contractual mechanisms rather than through
10 | termination and renegotiation of this agreement.

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13 | D. In the event ~~BSOM or VMC, a Party~~ 1) declares bankruptcy, 2) fails to
14 | comply with any Federal or State law that materially impairs its ability
15 | to perform its obligations under the Agreement or that materially and
16 | adversely affects the operation or regulatory compliance of another
17 | party after being notified in writing of a failure to comply, 3) loses any
18 | North Carolina, federal, or accreditation agency license or permit that
19 | materially impairs its ability to perform its obligations under the
20 | Agreement or that materially and adversely affects the operation or
21 | regulatory compliance of the other party, or 4) is excluded from
22 | participation in Government Programs, then this Agreement may be
23 | terminated immediately by written notice of termination given by ~~either~~
24 | ~~of the other party (BSOM or VMC), Parties.~~ Notwithstanding the
25 | foregoing, the party receiving notice of termination shall be allowed 30
26 | days or such other time period as agreed upon by ~~BSOM and VMC, the~~
27 | ~~parties~~ to cure the deficiency.

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29 | E. If ~~BSOM or VMC, any party to this Agreement~~ shall be guilty of a
30 | material breach of this Agreement other than any of those identified
31 | specifically above as a basis for immediate termination, then ~~the non-~~
32 | ~~breaching party, any of the other parties~~ may cancel the Agreement at
33 | its option after written notice of the basis for termination and a
34 | reasonable opportunity to cure the breach, which shall be no less than
35 | one year.

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37 | F. ~~BSOM or VMC, A party~~ shall have the right to terminate this
38 | Agreement in the event that the other party merges with a third party
39 | and is not the surviving party of such merger or otherwise undergoes a
40 | change of control (i.e., a material change in fundamental purposes; a
41 | new appointing authority for members of its board of trustees or
42 | directors; or a change in majority of the persons on its board of
43 | trustees or directors other than in the ordinary course of business
44 | pursuant to the bylaws in effect as of the effective date of this
45 | Agreement). ~~BSOM and VMC, Each party~~ agrees to provide written
46 | notice to the other no later than one year prior to the effective date of
47 | any such event if any of these specified events is planned or

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reasonably foreseeable, and the other party shall, within sixty (60) days of receipt of such notice, notify the other party in writing as to whether or not it elects to exercise its rights under this section.

G. It is further agreed that this Agreement, as it may be amended from time to time, shall be renewed for an additional period of twenty years beyond the Initial Term unless ~~VMC or BSOM~~ a party provides written notice to the other parties of intent not to renew at least one year prior to expiration of the Initial Term. In the event that ~~BSOM or VMC~~ a party provides such timely notice of intent not to renew, the Agreement shall be extended for two years beyond the Initial Term to allow for an orderly wind-up of the relationship of the parties. In the event of termination for any reason or non-renewal of this Agreement, the parties agree to cooperate in good faith in the wind-up of the activities that are the subject of this Agreement, including but not limited to the wind-up of student clinical education or training insofar as feasible. ~~VMC and BSOM~~ The parties shall conduct the wind-up in a manner minimally disruptive to the parties' programs and personnel and in compliance with accreditation requirements.

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BOARD OF GOVERNORS OF
THE UNIVERSITY OF NORTH CAROLINA
By: _____
Chairman

ATTEST:

Secretary

BOARD OF TRUSTEES OF
PITT COUNTY MEMORIAL HOSPITAL
By: _____
Chairman

ATTEST:

Secretary

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PITT COUNTY BOARD OF COMMISSIONERS

By: _____ Chairman

ATTEST:

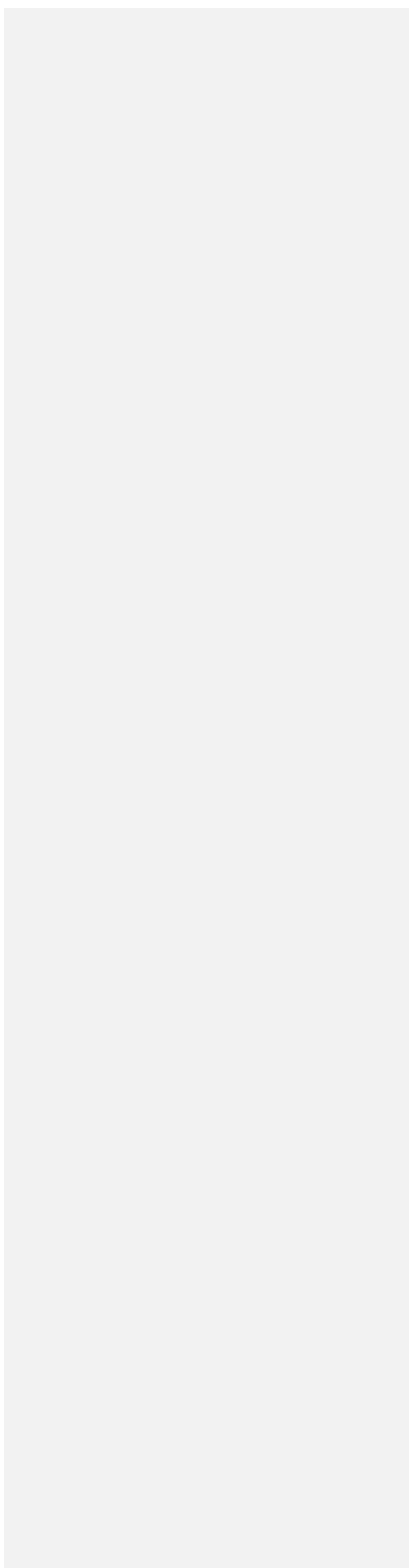
Secretary

BOARD OF TRUSTEES OF
EAST CAROLINA UNIVERSITY

By: _____
Chairman

ATTEST:

Secretary



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3 **DRAFT 01/22/13**
4 **AFFILIATION AGREEMENT BETWEEN**
5 **THE BRODY SCHOOL OF MEDICINE AT EAST CAROLINA UNIVERSITY AND PITT**
6 **COUNTY MEMORIAL HOSPITAL dba VIDANT MEDICAL CENTER**
7

8 WHEREAS the parties, on December 17, 1975, entered into an Affiliation
9 Agreement which expired in December 1995; and

10
11 WHEREAS the parties, on October 14, 1994, agreed to amend the previous
12 agreement and renew it with changes effective January 1, 1995; and

13
14 WHEREAS an Affiliation Agreement between the Brody School of Medicine at East
15 Carolina University (BSOM) and Pitt County Memorial Hospital, dba Vidant Medical
16 Center (VMC) will continue to provide for the utilization of VMC as the primary teaching
17 hospital of BSOM, and will thereby render unnecessary the construction and operation of
18 a separate State-owned teaching hospital with attendant duplication of facilities and
19 services; and

20
21 WHEREAS VMC and BSOM each recognize that VMC benefits from an affiliation
22 with BSOM through the enrichment of its medical education, research, and other related
23 programs and the care of certain of its patients; and BSOM and VMC each recognize
24 that East Carolina University and its BSOM benefit from an affiliation with VMC by
25 having available for their faculty and medical students opportunities for clinical
26 education, research, patient care, and other related activities afforded by VMC, its
27 medical education programs, and facilities; and

28
29 WHEREAS the majority of the physicians on the VMC medical staff consists of
30 physicians who have faculty appointments from BSOM and a majority of all VMC
31 admissions are made by physicians who are faculty members; and

32
33 WHEREAS an Affiliation between BSOM and VMC will continue to most
34 advantageously utilize their combined facilities, professional staff and other resources to
35 effect their common concern for excellence in community service, patient care, medical
36 education and research for the residents of Pitt County, other counties in eastern North
37 Carolina and the State of North Carolina; and

38
39 WHEREAS the principles of a primary Affiliation of VMC and BSOM have in the past
40 been jointly developed and approved by representatives of the parties involved; and

41
42 WHEREAS expanded facilities which may be necessitated by the Affiliation
43 Agreement will permit continuation of the present VMC policy of providing for the
44 hospital health care needs of Pitt County residents while expanding the availability of
45 services to the regions to be served by VMC; and
46

1 WHEREAS it is the objective of VMC and BSOM that the Affiliation Agreement be
2 so constructed as to comply with the standards and regulations of the reviewing and
3 accrediting agencies involved; and
4

5 WHEREAS the parties to this agreement from time to time have entered or may in
6 the future enter into leases, contracts and/or agreements outside this Affiliation
7 Agreement which are consistent with the spirit of this agreement,
8

9 Now, therefore, this agreement is made and entered into this ___ day of _____,
10 2013, by and between the Board of Trustees of VMC, the Board of Commissioners of
11 Pitt County, the Board of Trustees of East Carolina University, and the Board of
12 Governors of The University of North Carolina, as follows:
13

14 I. AREAS OF RESPONSIBILITY
15

16 A. The BSOM shall be operated as a reputable and accredited school of
17 medicine as prescribed by the laws of the State of North Carolina and
18 the requirements of the Liaison Committee on Medical Education
19 (LCME) of the American Association of Medical Colleges and the
20 American Medical Association. The Board of Governors of The
21 University of North Carolina (UNC) shall retain for its facilities all
22 jurisdictional powers incident to separate ownership. The operation of
23 this Agreement as it affects BSOM shall be consistent with the policies
24 of the Board of Trustees of East Carolina University (ECU) pursuant to
25 the ECU Board's authority under the laws of North Carolina and the
26 Code of UNC, and policies, regulations, and guidelines adopted by the
27 Board of Governors of UNC or the President of UNC pursuant to their
28 authority under the Constitution and laws of the State of North
29 Carolina.
30

31 B. The VMC Board shall retain for its facilities all jurisdictional powers
32 incident to separate ownership, including the powers to determine
33 general and fiscal policies and to appoint its administrative officers and
34 other personnel, under terms of subsequent paragraphs of this
35 agreement. Teaching and research facilities which are provided by the
36 VMC Board shall be fully integrated with the program of BSOM. The
37 VMC Board is not to be understood as intending, and neither is it the
38 intent of this Agreement, to obligate VMC to engage in any activities,
39 research or otherwise, beyond those required for accreditation of VMC
40 and BSOM, and neither is it the present intent of the VMC Board to
41 undertake activities, research or otherwise, which are properly the
42 responsibility of the BSOM.
43

44 C. The VMC Board retains final jurisdiction over the administration and the
45 supervision of its facilities and over admission of patients and
46 assignments of beds to them, consistent with the service purpose of
47 VMC and the educational program of BSOM. The VMC Board shall

1 seek counsel and advice from the Dean of BSOM when the exercise of
2 such jurisdiction may affect the programs of teaching and research.

- 3
- 4 D. Education programs and research projects conducted solely by and in
5 BSOM shall remain the responsibility of BSOM.
- 6
- 7 E. BSOM and VMC shall communicate on any education, research or
8 service programs that serve the mission of both institutions, and may
9 collaborate if the Dean of the BSOM and the President of VMC, or their
10 respective delegates, agree to do so. Where applicable, a separate
11 agreement will be formalized for such a program. Both institutions value
12 the products of scientific investigation, including the creation of new
13 knowledge applicable to the healthcare of patients, and will collaborate on
14 such programs as agreed upon. Other programs of education, research
15 and service within VMC shall remain the responsibility of the sponsoring
16 institution. VMC and BSOM may from time to time jointly engage in, and
17 apply their resources to support, collaborative healthcare delivery
18 arrangements with each other outside this Affiliation Agreement which are
19 consistent with the spirit of this agreement.
- 20

21 II. RIGHTS AND PRIVILEGES OF PHYSICIANS AND DENTISTS

- 22
- 23 A. The rights and privileges of all physicians and dentists on the VMC
24 medical staff shall be maintained consistent with accreditation
25 standards and requirements for VMC and BSOM and may not be
26 withdrawn arbitrarily. The Board of Trustees of VMC shall maintain
27 the authority to appoint the VMC medical staff and delineate privileges
28 after consultation with the VMC medical staff.
- 29
- 30 B. The following terminology shall apply when various physician groups
31 are referred to in this Affiliation Agreement:
- 32
- 33 (1) The Medical Staff: All physicians and dentists who have been
34 admitted to VMC medical staff membership according to the VMC
35 medical staff bylaws.
- 36 (2) Medical School Based Faculty: Members of the BSOM faculty who
37 are employed or contracted by BSOM either full or part-time.
- 38 (3) Community-Based Faculty: Members of the medical staff who are
39 not employed by BSOM, who practice in the community, and who
40 have appointments to the BSOM faculty.
- 41

42 III. GOVERNANCE

- 43
- 44 A. The Board of Trustees of VMC (the VMC Board) shall provide
45 oversight to VMC so as to meet accreditation standards for VMC and
46 for BSOM's educational programs.
- 47

1 B. VMC will be governed by a 20-member Board of Trustees. Pitt
2 County, through its Board of Commissioners, will appoint 11, or 55%,
3 of the governing body of VMC, at least one of whom shall be a Pitt
4 County physician. The UNC Board of Governors will appoint the
5 remaining 9 seats, or 45%, of the governing body of VMC. Of these
6 9, one member will be appointed from a slate of four persons
7 nominated by a nominating committee composed only of trustees
8 appointed by the UNC Board of Governors. Neither the County nor
9 UNC Board of Governors shall remove any of their appointed Trustees
10 except for cause.

11
12 C. The Executive Committee of the VMC Board shall consist of nine
13 members including the Chairman, Vice Chairman, Secretary, and six
14 members elected by the VMC Board from the at large membership in a
15 manner such that a total of five members of the Executive Committee
16 are members of the VMC Board appointed by the County
17 Commissioners and a total of four members of the Executive
18 Committee are members of the VMC Board appointed by the Board of
19 Governors of UNC.

20
21 D. For appointments by the Board of Governors of The University of
22 North Carolina (UNC BOG), the Chancellor of East Carolina University
23 and the Chief Executive Officer of Vidant Health, or their designees,
24 will develop a slate of candidates for appointments and
25 reappointments to present to the UNC BOG as a joint recommendation
26 for appointment to the VMC Board. These recommendations will be
27 based on agreed upon competencies of the candidates as needed for
28 the proper knowledge, expertise and function of the VMC Board. The
29 submission of recommendations to the UNC BOG will be in the form of
30 a letter, with the letterhead consisting of the identity of each entity,
31 jointly signed by the Chancellor and the Chief Executive Officer. In the
32 event that agreement on candidates cannot be reached, separate
33 letters may be sent by the respective parties, with proper notification
34 of the intent to do so. This process does not apply to seat five, the
35 seat appointed from a slate of four persons nominated by a nominating
36 committee composed only of trustees appointed by the UNC Board of
37 Governors, as described in III B above, as the process for appointment
38 to this seat is established within the Agreement to Change Status of
39 Pitt County Memorial Hospital entered into between the County and
40 VMC dated June 1, 1998 (the "Transfer Agreement"), and may not be
41 modified outside of that agreement.

42
43 IV. FINANCIAL RESPONSIBILITY

44
45 Expenses incurred for the operation of the facilities of VMC shall be paid by VMC.
46 Expenses incurred for the operation of BSOM shall be paid by ECU. However,
47 nothing in this paragraph shall prohibit subsequent agreements, subject to the legal

1 powers and limitations of VMC and BSOM for the joint employment of personnel
2 and for the pro rata apportionment of salaries thereof or for the pro rata
3 apportionment of other related costs and expenditures. Such agreements will be
4 agreed to by the Dean of BSOM and the President of VMC on these or other
5 budgetary matters.
6

7 V. PATIENTS
8

9 Each patient admitted to a VMC service shall be available for teaching programs
10 unless the attending physician or dentist, the patient, the guardian, or in the event
11 of patient incapacity, the person authorized to consent to care specifies otherwise.
12
13
14

15 VI. MEDICAL SCHOOL-BASED FACULTY: APPOINTMENT, RECRUITMENT,
16 PRIVILEGES
17

18 A. Appointment to the BSOM faculty shall be the responsibility of BSOM,
19 subject to the policies and regulations of ECU and of the Board of
20 Governors of UNC.
21

22 B. Each search committee for a chair of a clinical department at the School
23 of
24 Medicine shall include unrestricted representation from the VMC
25 President or designee and Community-Based Faculty relevant to the
26 department.
27

28 VII. CHIEF OF SERVICE
29

30 A. The chairperson of a clinical department in BSOM, or such
31 other person as the Dean of BSOM may designate, and who is
32 confirmed by the President of VMC, shall be appointed by the VMC
33 Board as the Chief of the corresponding VMC hospital service. The
34 Dean of BSOM and the President of VMC will define a process wherein
35 the President will provide input on the annual evaluation of each Chief
36 of Service based on performance criteria defined in a contractual
37 agreement outlining the work of the Chief of Service. Recognition for
38 outstanding performance or failure to fulfill the performance criteria as
39 specified in the contract will be addressed through specific actions in
40 the contract.
41

42 B. Each Chief of Service will be responsible for providing a mechanism for
43 representation from all members of the service in developing patient
44 care policies of the service.
45

46 VIII. MEDICAL STUDENT AND GRADUATE MEDICAL EDUCATION PROGRAMS
47

- 1 A. Medical student educational programs within VMC shall conform to the
2 requirements of the Liaison Committee for Medical Education (LCME).
3 The Chair of an academic clinical department shall be responsible for
4 medical education programs within that department within VMC.
5 Medical student participation in patient care shall be supervised by
6 members of the Medical School-Based Faculty and Community-Based
7 Faculty as agreed to by VMC and BSOM. The medical education
8 programs of BSOM and VMC will assure that the learning environment
9 promotes the development of explicit and appropriate professional
10 attributes in its medical students and residents. BSOM and VMC
11 mutually recognize that the learning environment includes both formal
12 learning activities, and the attitudes, values and informal lessons
13 conveyed by individuals who interact with the medical students and
14 residents. When a medical student is exposed to an infectious,
15 environmental, or other occupational hazard during the course of
16 his/her clinical experience at VMC, initial evaluation and treatment will
17 be provided by VMC's Occupational Health Office (and Emergency
18 Department for after hours needs), with follow-up care assured by
19 BSOM's Office of Prospective Health. Initial evaluation and treatment
20 costs will be borne by VMC.
21
- 22 B. VMC and BSOM accept the joint responsibility for developing and
23 administering all residency and other graduate medical education
24 (GME) programs accredited by the Accreditation Council for Graduate
25 Medical Education (ACGME) or other national accrediting agencies, and
26 unaccredited programs as jointly approved by the Dean of BSOM and
27 the President of VMC. GME programs shall be conducted in
28 accordance with the requirements of the accrediting body and the
29 GME Committee. The Chair of an academic clinical department
30 sponsoring any GME program shall maintain management responsibility
31 for the conduct of these programs unless otherwise directed by the
32 President of VMC and the Dean of BSOM acting jointly.
33
- 34 C. A Graduate Medical Education Committee shall have the responsibility
35 for advising on and monitoring all aspects of residency education. This
36 committee is responsible to the Executive Committee of the Medical
37 Staff of VMC for all medical staff issues related to these trainees. In
38 all other issues, the GME Committee is responsible to the Dean of
39 BSOM and the President of VMC.
40
- 41 D. The President of VMC and the Dean of BSOM shall jointly appoint a
42 BSOM faculty member to be the Director of GME in VMC and the
43 Associate Dean for GME in BSOM. This person shall be the
44 Designated Institutional Official for the ACGME and chair the GME
45 Committee. The Dean of BSOM and the President of VMC will define
46 a process wherein the President will provide input on the annual
47 evaluation of the Director of GME/Associate Dean for GME based on

1 performance criteria defined in a contractual agreement outlining the
2 work of the Director of GME/Associate Dean for GME. Recognition for
3 outstanding performance or failure to fulfill the performance criteria as
4 specified in the contract will be addressed through specific actions in
5 the contract.
6

7 IX. RESEARCH

8

9 A. BSOM and VMC shall encourage the development of research
10 programs to advance medical knowledge, to support the
11 undergraduate and graduate educational programs, and to contribute
12 to the recruiting of an outstanding faculty.
13

14 B. All proposed research projects within VMC shall conform with federal,
15 state, and other governmental regulations, and be approved by the
16 appropriate VMC process.
17

18 X. EXPANSION OF TEACHING FACILITIES AND SERVICES

19

20 VMC and BSOM shall consult with the other regarding proposed expansion and/or
21 renovation plans in order to provide adequate facilities and services for academic
22 and clinical functions.
23

24 XI. JOINT POLICY COMMITTEE

25

26 A. In order to administer equitably the provisions of this Affiliation
27 Agreement, there shall be established a Joint Policy Committee,
28 hereinafter referred to as the "Committee". It shall consist of ten
29 members:
30

- 31 1. The chair of the VMC Board of Trustees
 - 32 2. The President of VMC
 - 33 3. One appointed by the chair of the VMC Board of Trustees
 - 34 4. One appointed by the Pitt County Commissioners
 - 35 5. The Chief of the VMC Medical Staff
 - 36 6. The Past Chief of the VMC Medical Staff
 - 37 7. The Dean of BSOM
 - 38 8. The Vice Chancellor for Administration and Finance of ECU
 - 39 9. and 10. Two appointed by the Chancellor of ECU
- 40

41 The chairperson of the committee shall hold office for one (1) year and
42 be the Past Chief of the VMC Medical Staff.
43

44 B. Its duties shall include:

- 45 1. Review of this Agreement, at least annually, to assess its
46 operating effectiveness and to ascertain how, if at all, the
47

1 Agreement may be improved to the satisfaction and mutual
2 benefit of the parties involved.

- 3 2. Recommendation of amendments to this Agreement.
- 4 3. At the request of BSOM and VMC , review and make
5 recommendations for solving problems related to the mutual
6 programs of research, teaching, patient care and community
7 services.
- 8 4. Consideration of such other matters which from time to time arise
9 and which are of common concern to BSOM and VMC .
- 10 5. In the event that the Joint Policy Committee cannot resolve
11 differences, the issue shall be referred for negotiation between
12 the Vice Chancellor for Health Sciences of ECU and the Chief
13 Executive Officer of Vidant Health, neither of whom shall be
14 Committee members.

15
16 C. Appointments to the Committee shall be for three year terms except
17 those who serve by reason of the position they hold. Any member of
18 the Committee may be reappointed at the discretion of the party
19 making the original appointment. A member may be removed only by
20 the appointing party. In the event of removal, death, or resignation of
21 a member, a successor shall be selected by the appointing party.

22
23 D. The Committee shall meet at any time at the request of either BSOM
24 or VMC. Such a request shall be submitted in writing to the
25 Chairperson of the Committee. Notice of the time and place of the
26 meeting shall be given at least ten days in advance. Said meeting shall
27 be held within a reasonable time from the date the request is
28 submitted or not more than thirty days.

29
30 E. In the event it is impossible for any member to be present at a meeting
31 so called, the appointing party may designate an alternate to attend
32 the meeting.

33 34 XII. TERMINATION OR AMENDMENT OF THE AGREEMENT

35
36 A. The parties of this Affiliation Agreement acknowledge that the success
37 of the combined program of medical training and patient care can only
38 be achieved through faithful communication and sympathetic
39 cooperation between the Dean of BSOM and its faculty, and the
40 President of VMC and its medical staff, and the Board of Trustees of
41 VMC, the Board of Commissioners of Pitt County, the Board of
42 Trustees of ECU, and the Board of Governors of UNC.

43
44 B. This Agreement shall extend for a period of twenty years from its
45 effective date (the "Initial Term"). It may be terminated prior to the
46 conclusion of the twenty year period only upon mutual consent of
47 BSOM and VMC . In such an instance, a period of four years shall be

1 allowed to effect the termination unless a shorter period is established
2 by mutual consent of BSOM and VMC .
3

4 C. It is understood that this Agreement may be amended in writing at any
5 time to include such provisions as are agreed upon by the parties.
6 Future provisions in this document required for accreditation purposes
7 by either VMC or BSOM should be addressed by addendum to this
8 agreement or other contractual mechanisms rather than through
9 termination and renegotiation of this agreement.

10
11
12 D. In the event BSOM or VMC 1) declares bankruptcy, 2) fails to comply
13 with any Federal or State law that materially impairs its ability to
14 perform its obligations under the Agreement or that materially and
15 adversely affects the operation or regulatory compliance of another
16 party after being notified in writing of a failure to comply, 3) loses any
17 North Carolina, federal, or accreditation agency license or permit that
18 materially impairs its ability to perform its obligations under the
19 Agreement or that materially and adversely affects the operation or
20 regulatory compliance of the other party, or 4) is excluded from
21 participation in Government Programs, then this Agreement may be
22 terminated immediately by written notice of termination given by the
23 other party (BSOM or VMC). Notwithstanding the foregoing, the party
24 receiving notice of termination shall be allowed 30 days or such other
25 time period as agreed upon by BSOM and VMC to cure the deficiency.
26

27 E. If BSOM or VMC shall be guilty of a material breach of this
28 Agreement other than any of those identified specifically above as a
29 basis for immediate termination, then the non-breaching party may
30 cancel the Agreement at its option after written notice of the basis for
31 termination and a reasonable opportunity to cure the breach, which
32 shall be no less than one year.
33

34 F. BSOM or VMC shall have the right to terminate this Agreement in the
35 event that the other party merges with a third party and is not the
36 surviving party of such merger or otherwise undergoes a change of
37 control (i.e., a material change in fundamental purposes; a new
38 appointing authority for members of its board of trustees or directors;
39 or a change in majority of the persons on its board of trustees or
40 directors other than in the ordinary course of business pursuant to the
41 bylaws in effect as of the effective date of this Agreement). BSOM
42 and VMC agree to provide written notice to the other no later than
43 one year prior to the effective date of any such event if any of these
44 specified events is planned or reasonably foreseeable, and the other
45 party shall, within sixty (60) days of receipt of such notice, notify the
46 other party in writing as to whether or not it elects to exercise its
47 rights under this section.

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G. It is further agreed that this Agreement, as it may be amended from time to time, shall be renewed for an additional period of twenty years beyond the Initial Term unless VMC or BSOM provides written notice to the other of intent not to renew at least one year prior to expiration of the Initial Term. In the event that BSOM or VMC provides such timely notice of intent not to renew, the Agreement shall be extended for two years beyond the Initial Term to allow for an orderly wind-up of the relationship of the parties. In the event of termination for any reason or non-renewal of this Agreement, the parties agree to cooperate in good faith in the wind-up of the activities that are the subject of this Agreement, including but not limited to the wind-up of student clinical education or training insofar as feasible. VMC and BSOM shall conduct the wind-up in a manner minimally disruptive to the parties' programs and personnel and in compliance with accreditation requirements.

BOARD OF GOVERNORS OF
THE UNIVERSITY OF NORTH CAROLINA
By: _____
Chairman

ATTEST:

Secretary

BOARD OF TRUSTEES OF
PITT COUNTY MEMORIAL HOSPITAL
By: _____
Chairman

ATTEST:

Secretary

PITT COUNTY BOARD OF COMMISSIONERS

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By: _____

Chairman

ATTEST:

Secretary

BOARD OF TRUSTEES OF
EAST CAROLINA UNIVERSITY

By: _____
Chairman

ATTEST:

Secretary

**ECU BOARD OF TRUSTEES
HEALTH SCIENCES COMMITTEE
February 21, 2013**

CLOSED SESSION MOTION

I move that we go into Closed Session:

- 1. to prevent the disclosure of privileged information under N.C. General Statutes §126-22 to §126-30 (personnel information);**
- 2. to consider the qualifications, competence, performance, character, fitness, or conditions of appointment of one or more prospective and/or current employees and/or to hear or investigate a complaint, charge, or grievance by or against one or more individual employees; and**
- 3. to consult with an attorney to preserve the attorney-client privilege between the attorney and the Committee.**

**ECU HEALTH SCIENCES BOARD OF TRUSTEES
COLLEGE OF ALLIED HEALTH SCIENCES UPDATE**

February 21, 2013

The 9th Jean Mills Health Care Symposium will be held on Friday, March 1, 2013 at the East Carolina Heart Institute. This is the only annual, one-day symposium/conference in eastern North Carolina that focuses on the health issues and disparities of rural and underserved minority populations in our part of the state. The mission of the Jean Mills Health Symposium is to reduce health care disparities, open opportunities to discuss health issues with minority communities, influence policy makers, and empower communities to enhance their quality of life.

This year's theme, "Enhancing Minority Health in the Millennium" will address the following topics:

- Use of social media, apps and electronic records to enhance health and to track health and health care
- The impact of the physical environment on health: land quality and usage, air quality, water quality, sustainable practices
- Healthcare reform after the election
- Community/campus partnerships (examples of partnerships in health between communities and ECU)
- Changing roles in health and health care: the role of a navigator and advocate

The keynote presentation, "The Future of Rural Minority Health: Challenges and Opportunities," will be delivered by Dr. Jancie C. Probst, Director of the South Carolina Rural Health Research Center at the University of South Carolina. It will be followed by a response panel composed of all four Health Sciences Division deans: Drs, Cunningham, Chadwick, Brown and Thomas. The keynote will be recorded and played on ECU Channel 99 and will be placed on the CAHS website (www.edu.edu/ah) under the Mills Symposium link, that contains the keynote presentations and panel responses for the past Mills Symposiums.

The past three Symposiums have had capacity crowds of 150+ attendees at the Greenville Hilton, and the ECHI should accommodate a larger attendance. All Health Science Trustees are invited to attend.

The undergraduate Health Services Management program in the Department of Health Services and Information Management has been recertified for six years and has retained Full Certified Undergraduate Membership status with the Association of University Programs in Health Administration (AUPHA).

Susie T. Harris, PhD, assistant professor, was accepted as one of the top candidates into the 2013 Chancellor's Leadership Academy. The Chancellor's Leadership

Academy is a one semester intensive professional development experience for faculty and staff who are ready to expand their capacity for leadership in higher education and who are committed to enhancing their contribution to the university.

Kathy T. Cox, PhD, associate professor, was chosen as an inaugural BB&T Faculty Leadership Fellow for Spring 2013. The new program will extend leadership development into the classrooms of individual faculty. The fellows will meet weekly through April 17 to consider ways faculty can develop leadership abilities of their students as they teach in their disciplines.

**College of Nursing
Report to the ECU Board of Trustees
February 2013**

The College of Nursing at East Carolina University ranked in the top ten nationally in online graduate education by *U.S. News & World Report*.

Dr. Kim Larson (Nursing) and Dr. Sharon Ballard (Human Ecology) received funding from the ECU Division of Research and Graduate Studies for their project, " Feasibility and Efficacy of !Cuídate! An Evidence-based Sexual Risk Reduction Program with Mexican and Central American Youth in Rural Eastern North Carolina." The 2012 East-West Collaboration Program supports new scholarly projects including research and creative activity that involves researchers from ECU's East and West campuses.

Dr. Elaine Scott, Director of the East Carolina Center for Nursing Leadership, is serving as president of the Council on Graduate Education for Administration in Nursing.

Fall/Summer Degrees Awarded in December 2012:

BSN 109
RN/BSN 37
MSN: 75
Post-Masters: 7
PhD: 4

College of Nursing Spring 2013 Enrollment

Total: 1317
522 Prelicensure BSN
187 RN-BSN
550 MSN
29 Post MSN
29 PhD

**East Carolina University
School of Dental Medicine (SoDM)
Board of Trustees Update
February 2013**

Accreditation

The SoDM is completing a comprehensive self-study detailing resources, curriculum, policies and operational standards used in Ross Hall and in our Community Service Learning Centers. The school was awarded initial accreditation by the Commission on Dental Accreditation (CODA) in 2011 as a result of the first of three accreditation site visits; the second of which will occur in May 2013. After successful completion of the third site visit in 2015, the school will have follow-up site reviews every seven years.

Southern Conference of Dental Deans and Examiners

The SoDM and UNC-Chapel Hill School of Dentistry co-hosted the 58th Annual Meeting of the Southern Conference of Dental Deans and Examiners in January. As a prelude to the meeting held mainly at Chapel Hill, thirty-five attendees traveled to Greenville to tour Ross Hall and learn about our mission, curriculum, technology, and admission activities.

Distinction

The SoDM was named an Apple Distinguished Program for the 2012-2013 school-year for the innovative implementation of technology in all aspects of its didactic, problem-solving and clinical education programs. A representative from Apple Corporation will visit ECU this spring to present an award.

Community Service Learning Centers (CSLCs)

The CSLC in Ahoskie is operating successfully. The Elizabeth City CSLC will be operational in February. Construction will begin on CSLCs in Sylva and Lillington in early spring 2013 and on CSLCs in Spruce Pine and Davidson County in summer 2013. A Robeson County site will be announced in the near future.

Admissions

The SoDM began interviewing candidates for the Class of 2017 in September 2012. To date, we have received nearly 400 applications, which is approximately the same number as last year. We extended our first round of offers in early December and will continue to extend offers on a rolling basis through mid-February. The applicant pool from across N.C. is very strong and includes students with wide ranging talents and life experiences. We expect to enroll 52 students in the Class of 2017 next August.

Faculty/Staff Hiring

Twenty-eight new employees, mainly clinical staff, have been hired for Ross Hall and the Elizabeth City CSLC since January 1. The school will begin screening patients for Ross Hall in February. Currently, the SoDM employs 116 faculty and staff members.