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.
AFFILIATION AGREEMENT BETWEEN
THE BRODY SCHOOL OF MEDICINE AT EAST CAROLINA UNIVERSITY AND PITT
COUNTY MEMORIAL HOSPITAL dba VIDANT MEDICAL CENTER

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

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

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

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

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

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

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

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

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

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

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

I. AREAS OF RESPONSIBILITY

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

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

C. The VMC Board retains final jurisdiction over the administration and the supervision of its facilities and over admission of patients and assignments of beds to them, consistent with the service purpose of VMC and the educational program of BSOM. The VMC Board shall
seek counsel and advice from the Dean of BSOM when the exercise of such jurisdiction may affect the programs of teaching and research.

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

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

II. RIGHTS AND PRIVILEGES OF PHYSICIANS AND DENTISTS

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

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

   (1) The Medical Staff: All physicians and dentists who have been admitted to VMC medical staff membership according to the VMC medical staff bylaws.
   (2) Medical School Based Faculty: Members of the BSOM faculty who are employed or contracted by BSOM either full or part-time.
   (3) Community-Based Faculty: Members of the medical staff who are not employed by BSOM, who practice in the community, and who have appointments to the BSOM faculty.

III. GOVERNANCE

A. The Board of Trustees of VMC (the VMC Board) shall provide oversight to VMC so as to meet accreditation standards for VMC and for BSOM’s educational programs.
B. VMC will be governed by a 20-member Board of Trustees. Pitt County, through its Board of Commissioners, will appoint 11, or 55%, of the governing body of VMC, at least one of whom shall be a Pitt County physician. The UNC Board of Governors will appoint the remaining 9 seats, or 45%, of the governing body of VMC. Of these 9, one member will be appointed from a slate of four persons nominated by a nominating committee composed only of trustees appointed by the UNC Board of Governors. Neither the County nor UNC Board of Governors shall remove any of their appointed Trustees except for cause.

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

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

IV. FINANCIAL RESPONSIBILITY

Expenses incurred for the operation of the facilities of VMC shall be paid by VMC. Expenses incurred for the operation of BSOM shall be paid by ECU. However, nothing in this paragraph shall prohibit subsequent agreements, subject to the legal
powers and limitations of VMC and BSOM the parties, for the joint employment of personnel and for the pro rata apportionment of salaries thereof or for the pro rata apportionment of other related costs and expenditures. Such agreements will be agreed to by the Dean of BSOM and the President of VMC on these or other budgetary matters.

V. PATIENTS

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

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

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

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

VII. CHIEF OF SERVICE

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

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

VIII. MEDICAL STUDENT AND GRADUATE MEDICAL EDUCATION PROGRAMS
A. Medical student educational programs within VMC shall conform to the requirements of the Liaison Committee for Medical Education (LCME). The Chair of an academic clinical department shall be responsible for medical education programs within that department within VMC. Medical student participation in patient care shall be supervised by members of the Medical School-Based Faculty and Community-Based Faculty as agreed to by VMC and BSOM. The medical education programs of BSOM and VMC will assure that the learning environment promotes the development of explicit and appropriate professional attributes in its medical students and residents. BSOM and VMC mutually recognize that the learning environment includes both formal learning activities, and the attitudes, values and informal lessons conveyed by individuals who interact with the medical students and residents. When a medical student is exposed to an infectious, environmental, or other occupational hazard during the course of his/her clinical experience at VMC, initial evaluation and treatment will be provided by VMC’s Occupational Health Office (and Emergency Department for after hours needs), with follow-up care assured by BSOM’s Office of Prospective Health. Initial evaluation and treatment costs will be borne by VMC.

B. VMC and BSOM accept the joint responsibility for developing and administering all residency and other graduate medical education (GME) programs accredited by the Accreditation Council for Graduate Medical Education (ACGME) or other national accrediting agencies, and unaccredited programs as jointly approved by the Dean of BSOM and the President of VMC. GME programs shall be conducted in accordance with the requirements of the accrediting body and the GME Committee. The Chair of an academic clinical department sponsoring any GME program shall maintain management responsibility for the conduct of these programs unless otherwise directed by the President of VMC and the Dean of BSOM acting jointly.

C. A Graduate Medical Education Committee shall have the responsibility for advising on and monitoring all aspects of residency education. This committee is responsible to the Executive Committee of the Medical Staff of VMC for all medical staff issues related to these trainees. In all other issues, the GME Committee is responsible to the Dean of BSOM and the President of VMC.

D. The President of VMC and the Dean of BSOM shall jointly appoint a BSOM faculty member to be the Director of GME in VMC and the Associate Dean for GME in BSOM. This person shall be the Designated Institutional Official for the ACGME and chair the GME Committee. The Dean of BSOM and the President of VMC will define a process wherein the President will provide input on the annual evaluation of the Director of GME/Associate Dean for GME based on
performance criteria defined in a contractual agreement outlining the work of the Director of GME/Associate Dean for GME. Recognition for outstanding performance or failure to fulfill the performance criteria as specified in the contract will be addressed through specific actions in the contract.

IX. RESEARCH

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

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

X. EXPANSION OF TEACHING FACILITIES AND SERVICES

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

XI. JOINT POLICY COMMITTEE

A. In order to administer equitably the provisions of this Affiliation Agreement, there shall be established a Joint Policy Committee, hereinafter referred to as the “Committee”. It shall consist of ten members:

1. The chair of the VMC Board of Trustees
2. The President of VMC
3. One appointed by the chair of the VMC Board of Trustees
4. One appointed by the Pitt County Commissioners
5. The Chief of the VMC Medical Staff
6. The Past Chief of the VMC Medical Staff
7. The Dean of BSOM
8. The Vice Chancellor for Administration and Finance of ECU
9. and 10. Two appointed by the Chancellor of ECU

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

B. Its duties shall include:

1. Review of this Agreement, at least annually, to assess its operating effectiveness and to ascertain how, if at all, the
Agreement may be improved to the satisfaction and mutual benefit of the parties involved.

2. Recommendation of amendments to this Agreement.

3. At the request of **BSOM and VMC**, the parties, review and make recommendations for solving problems related to the mutual programs of research, teaching, patient care and community services.

4. Consideration of such other matters which from time to time arise and which are of common concern to **BSOM and VMC** both parties.

5. In the event that the Joint Policy Committee cannot resolve differences, the issue shall be referred for negotiation between the Vice Chancellor for Health Sciences of ECU and the Chief Executive Officer of Vidant Health, neither of whom shall be Committee members.

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

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

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

**XII. TERMINATION OR AMENDMENT OF THE AGREEMENT**

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

B. This Agreement shall extend for a period of twenty years from its effective date (the “Initial Term”). It may be terminated prior to the conclusion of the twenty year period only upon mutual consent of
BSOM and VMC the parties. In such an instance, a period of four years shall be allowed to effect the termination unless a shorter period is established by mutual consent of BSOM and VMC the parties.

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

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

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

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

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

ATTEST:
_______________________________
Secretary

BOARD OF TRUSTEES OF
PITTCOUNTY MEMORIAL HOSPITAL
By: ____________________________
Chairman

ATTEST:
_______________________________
Secretary
PITT COUNTY BOARD OF COMMISSIONERS

By: _______________________________ Chairman

ATTEST:

_______________________________ Secretary

BOARD OF TRUSTEES OF
EAST CAROLINA UNIVERSITY

By: _______________________________ Chairman

ATTEST:

_______________________________ Secretary
AFFILIATION AGREEMENT BETWEEN
THE BRODY SCHOOL OF MEDICINE AT EAST CAROLINA UNIVERSITY AND PITT
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seek counsel and advice from the Dean of BSOM when the exercise of such jurisdiction may affect the programs of teaching and research.

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

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

II. RIGHTS AND PRIVILEGES OF PHYSICIANS AND DENTISTS

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

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

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

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

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

III. GOVERNANCE

A. The Board of Trustees of VMC (the VMC Board) shall provide oversight to VMC so as to meet accreditation standards for VMC and for BSOM’s educational programs.
B. VMC will be governed by a 20-member Board of Trustees. Pitt County, through its Board of Commissioners, will appoint 11, or 55%, of the governing body of VMC, at least one of whom shall be a Pitt County physician. The UNC Board of Governors will appoint the remaining 9 seats, or 45%, of the governing body of VMC. Of these 9, one member will be appointed from a slate of four persons nominated by a nominating committee composed only of trustees appointed by the UNC Board of Governors. Neither the County nor UNC Board of Governors shall remove any of their appointed Trustees except for cause.

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

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

IV. FINANCIAL RESPONSIBILITY

Expenses incurred for the operation of the facilities of VMC shall be paid by VMC. Expenses incurred for the operation of BSOM shall be paid by ECU. However, nothing in this paragraph shall prohibit subsequent agreements, subject to the legal
powers and limitations of VMC and BSOM for the joint employment of personnel
and for the pro rata apportionment of salaries thereof or for the pro rata
apportionment of other related costs and expenditures. Such agreements will be
agreed to by the Dean of BSOM and the President of VMC on these or other
budgetary matters.

V. PATIENTS

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

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

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

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

VII. CHIEF OF SERVICE

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

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

VIII. MEDICAL STUDENT AND GRADUATE MEDICAL EDUCATION PROGRAMS
A. Medical student educational programs within VMC shall conform to the requirements of the Liaison Committee for Medical Education (LCME). The Chair of an academic clinical department shall be responsible for medical education programs within that department within VMC. Medical student participation in patient care shall be supervised by members of the Medical School-Based Faculty and Community-Based Faculty as agreed to by VMC and BSOM. The medical education programs of BSOM and VMC will assure that the learning environment promotes the development of explicit and appropriate professional attributes in its medical students and residents. BSOM and VMC mutually recognize that the learning environment includes both formal learning activities, and the attitudes, values and informal lessons conveyed by individuals who interact with the medical students and residents. When a medical student is exposed to an infectious, environmental, or other occupational hazard during the course of his/her clinical experience at VMC, initial evaluation and treatment will be provided by VMC’s Occupational Health Office (and Emergency Department for after hours needs), with follow-up care assured by BSOM’s Office of Prospective Health. Initial evaluation and treatment costs will be borne by VMC.

B. VMC and BSOM accept the joint responsibility for developing and administering all residency and other graduate medical education (GME) programs accredited by the Accreditation Council for Graduate Medical Education (ACGME) or other national accrediting agencies, and unaccredited programs as jointly approved by the Dean of BSOM and the President of VMC. GME programs shall be conducted in accordance with the requirements of the accrediting body and the GME Committee. The Chair of an academic clinical department sponsoring any GME program shall maintain management responsibility for the conduct of these programs unless otherwise directed by the President of VMC and the Dean of BSOM acting jointly.

C. A Graduate Medical Education Committee shall have the responsibility for advising on and monitoring all aspects of residency education. This committee is responsible to the Executive Committee of the Medical Staff of VMC for all medical staff issues related to these trainees. In all other issues, the GME Committee is responsible to the Dean of BSOM and the President of VMC.

D. The President of VMC and the Dean of BSOM shall jointly appoint a BSOM faculty member to be the Director of GME in VMC and the Associate Dean for GME in BSOM. This person shall be the Designated Institutional Official for the ACGME and chair the GME Committee. The Dean of BSOM and the President of VMC will define a process wherein the President will provide input on the annual evaluation of the Director of GME/Associate Dean for GME based on
performance criteria defined in a contractual agreement outlining the work of the Director of GME/Associate Dean for GME. Recognition for outstanding performance or failure to fulfill the performance criteria as specified in the contract will be addressed through specific actions in the contract.

IX. RESEARCH

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

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

X. EXPANSION OF TEACHING FACILITIES AND SERVICES

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

XI. JOINT POLICY COMMITTEE

A. In order to administer equitably the provisions of this Affiliation Agreement, there shall be established a Joint Policy Committee, hereinafter referred to as the “Committee”. It shall consist of ten members:

1. The chair of the VMC Board of Trustees
2. The President of VMC
3. One appointed by the chair of the VMC Board of Trustees
4. One appointed by the Pitt County Commissioners
5. The Chief of the VMC Medical Staff
6. The Past Chief of the VMC Medical Staff
7. The Dean of BSOM
8. The Vice Chancellor for Administration and Finance of ECU
9. and 10. Two appointed by the Chancellor of ECU

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

B. Its duties shall include:

1. Review of this Agreement, at least annually, to assess its operating effectiveness and to ascertain how, if at all, the
Agreement may be improved to the satisfaction and mutual benefit of the parties involved.

2. Recommendation of amendments to this Agreement.

3. At the request of BSOM and VMC, review and make recommendations for solving problems related to the mutual programs of research, teaching, patient care and community services.

4. Consideration of such other matters which from time to time arise and which are of common concern to BSOM and VMC.

5. In the event that the Joint Policy Committee cannot resolve differences, the issue shall be referred for negotiation between the Vice Chancellor for Health Sciences of ECU and the Chief Executive Officer of Vidant Health, neither of whom shall be Committee members.

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

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

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

XII. TERMINATION OR AMENDMENT OF THE AGREEMENT

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

B. This Agreement shall extend for a period of twenty years from its effective date (the “Initial Term”). It may be terminated prior to the conclusion of the twenty year period only upon mutual consent of BSOM and VMC. In such an instance, a period of four years shall be
allowed to effect the termination unless a shorter period is established by mutual consent of BSOM and VMC.

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

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

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

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

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.
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 symposiumconference 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.
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
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.