

Memorandum of Cooperation

between
Pikeville Medical Center
and
University of Pikeville

This agreement of cooperation is between Pikeville Medical Center (PMC) and University of Pikeville (UPIKE). It is understood that both parties enter into this agreement voluntarily and may leave this agreement at any time.

Whereas, UPIKE is a not-for-profit educational institution committed to providing the region with excellent educational opportunities; and

Whereas, PMC is a leading provider of healthcare in Eastern Kentucky; and

Whereas, both institutions desire to have an even greater impact on the health, well-being, and economic development of Eastern Kentucky and Central Appalachia; and

Whereas, healthcare and education are two essential components of economic development; and

Whereas, a cooperative effort between the educational community and the healthcare community has been shown to be an effective means of improving health outcomes and attracting business investment; and

Whereas, the leadership of both institutions desire a closer relationship of cooperation to the benefit of the people in the region;

Now therefore; UPIKE and PMC agree to the cooperative items in this document and will do everything in our power to bring them to pass according to the following terms and conditions:

A. Definitions

- a. University Cabinet - The university cabinet is comprised of the President, Provost, Chief Financial Officer, Vice President for Advancement, Dean of the College of Osteopathic Medicine, and Dean of the College of Optometry;
- b. Hospital Leadership - Chief Executive Officer, Chief Medical Officer, Chief Regulatory Officer, Chief Nursing Officer, Chief Operating Officer, Chief Information Officer, Chief Financial Officer, and Chief Legal Officer;
- c. Healthy Cities Initiative - The Healthy Cities Initiative was started by the World Health Organization (WHO) in 1986 and is defined as follows: *A healthy city is one that is continually creating and improving those physical and social environments and expanding those community resources which enable people to mutually support each other in performing all the functions of life and developing to their maximum potential.*

B. UPIKE and PMC jointly agree:

- a. In cooperation with the other educational institutions and healthcare providers, we will partner to build health care and educational programs capable of meeting the needs of Eastern Kentucky and Central Appalachia;
 - b. In cooperation with the City of Pikeville and any other businesses that express interest and support, we will begin moving toward the inclusion of Pikeville, Ky., in the WHO healthy cities initiative;
 - c. To hold joint cabinet and leadership meetings on a regular basis (at least once a quarter);
 - d. To identify and pursue cooperative funding opportunities that might benefit both institutions, including but not limited to grants and gifts as well as state and federal funding opportunities;
 - e. To support one another in seeking similar funding opportunities even if the funds benefit one partner more than the other;
 - f. To cooperate on research projects appropriate to the expertise of the employees of PMC and UPIKE;
 - g. To explore opportunities for facilities and/or infrastructure development that would benefit the whole community;
 - h. To encourage federal, state and local governments to enact policies and initiate projects that place the health of the region at the forefront of their consideration;
 - i. To cooperate on professional development opportunities that enhance the skills and dispositions of our employees;
 - j. To seek new ways in which we might partner to benefit the City of Pikeville and all of Appalachian Eastern Kentucky.
- C. This agreement may be reviewed by the boards of either of the parties at any time and either party may exercise their right to terminate the agreement by sending written notice. If, at the time of termination, there are open grant programs, both parties must reach mutual agreements regarding the conclusion of those projects.
- D. This agreement shall be governed by the laws and construed in accordance with the laws of the Commonwealth of Kentucky.

The term of the agreement begins on June 21, 2018, and shall continue until terminated by either party.

This agreement is executed by the following authorized representatives:

Donovan Blackburn, CEO
Pikeville Medical Center

Dr. Burton Webb, President
University of Pikeville