

Article 26.

Liability Insurance or Self-Insurance.

§ 116-219. Authorization to secure insurance or provide self-insurance.

The Board of Governors of the University of North Carolina (hereinafter referred to as "the Board") is authorized through the purchase of contracts of insurance or the creation of self-insurance trusts, or through combination of such insurance and self-insurance, to provide individual health-care practitioners with coverage against claims of personal tort liability based on conduct within the course and scope of health-care functions undertaken by such individuals as employees, agents, or officers of (i) the University of North Carolina, (ii) any constituent institution of the University of North Carolina, (iii) the University of North Carolina Hospitals at Chapel Hill, or (iv) any health-care institution, agency or entity which has an affiliation agreement with the University of North Carolina, with a constituent institution of the University of North Carolina, or with the University of North Carolina Hospitals at Chapel Hill. The types of health-care practitioners to which the provisions of this Article may apply include, but are not limited to, medical doctors, dentists, nurses, residents, interns, medical technologists, nurses' aides, and orderlies. Subject to all requirements and limitations of this Article, the coverage to be provided, through insurance or self-insurance or combination thereof, may include provision for the payment of expenses of litigation, the payment of civil judgments in courts of competent jurisdiction, and the payment of settlement amounts, in actions, suits or claims to which this Article applies. (1975, 2nd Sess., c. 976; 1989, c. 141, s. 6.)

§ 116-220. Establishment and administration of self-insurance trust funds; rules and regulations; defense of actions against covered persons; application of § 143-300.6.

(a) In the event the Board elects to act as self-insurer of a program of liability insurance, it may establish one or more insurance trust accounts to be used only for the purposes authorized by this Article: Provided, however, said program of liability insurance shall not be subject to regulation by the Commissioner of Insurance. The Board is authorized to receive and accept any gift, donation, appropriation or transfer of funds made for the purposes of this section and to deposit such funds in the insurance trust accounts. All expenses incurred in collecting, receiving, and maintaining such funds and in otherwise administering the self-insured program of liability insurance shall be paid from such insurance trust accounts.

(b) Subject to all requirements and limitations of this Article, the Board is authorized to adopt rules and regulations for the establishment and administration of the self-insured program of liability insurance, including, but not limited to, rules and regulations concerning the eligibility for and terms and conditions of participation in the program, the assessment of charges against participants, the management of the insurance trust accounts, and the negotiation, settlement, litigation, and payment of claims.

(c) The Board is authorized to create a Liability Insurance Trust Fund Council composed of not more than 13 members; one member each shall be appointed by the State Attorney General, the State Insurance Commissioner, the Director of the Office of State Budget and Management, and the State Treasurer; the remaining members shall be appointed by the Board. Subject to all requirements and limitations of this Article and to any rules and regulations adopted by the Board under the terms of subsection (b) of this section, the Board may delegate to the Liability Insurance Trust Fund Council responsibility and authority for the administration of the self-insured liability insurance program and of the insurance trust accounts established pursuant to such program.

(d) Defense of all suits or actions against an individual health-care practitioner who is covered by a self-insured program of liability insurance established by the Board under the provisions of this Article may be provided by the Attorney General in accordance with the provisions of G.S. 143-300.3 of Article 31A of Chapter 143; provided, that in the event it should be determined pursuant to G.S. 143-300.4 that defense of such a claim should not be provided by the State, or if it should be determined pursuant to G.S. 143-300.5 and G.S. 147-17 that counsel other than the Attorney General should be employed, or if the individual health-care practitioner is not an employee of the State as defined in G.S. 143-300.2, then private legal counsel may be employed by the Liability Insurance Trust Fund Council and paid for from funds in the insurance trust accounts.

(e) For purposes of the requirements of G.S. 143-300.6, the coverage provided State employees by any self-insured program of liability insurance established by the Board pursuant to the provisions of this Article shall be deemed to be commercial liability insurance coverage within the meaning of G.S. 143-300.6(c).

(f) By rules or regulations adopted by the Board in accordance with G.S. 116-220(b) of this Article, the Board may provide that funds maintained in insurance trust accounts under such a self-insured program of liability insurance may be used to pay any expenses, including damages ordered to be paid, which may be incurred by the University of North Carolina, a constituent institution of the University of North Carolina, or the University of North Carolina Hospitals at Chapel Hill with respect to any tort claim, based on alleged negligent acts in the provision of health-care services, which may be prosecuted under the provisions of Article 31 of Chapter 143 of the General Statutes. (1975, 2nd Sess., c. 976; 1987, c. 263, s. 1; 1989, c. 141, s. 7; 2000-140, s. 93.1(a); 2001-424, s. 12.2(b); 2009-136, s. 4.)

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EDUCATION

- Legal:** **Harvard Law School**, Cambridge, Massachusetts
Juris Doctor, cum laude, 1978
- College:** **University of North Carolina**, Chapel Hill, North Carolina
Bachelor of Arts with Honors in Political Science, 1975
Bachelor of Arts in Psychology, 1975

EMPLOYMENT

- 2011 - Senior Vice President and General Counsel, UNC Health Care System**
- 2010-2011 Vice President for Legal Affairs and General Counsel**
Professor of Law
University of Arizona, Tucson, Arizona
- 2009-10 Special Deputy University Counsel, University of North Carolina at Chapel Hill**
- Spr., 2009 Fulbright Scholar, Sichuan University, Chengdu, China**
- 2008 - 10 Professor of Law, University of North Carolina at Chapel Hill, School of Law**
Courses: Civil Procedure, Employment Discrimination, Sports Law, Labor Law
- 2006 - 08 Professor of Law, College of William and Mary**
- 1999 - 2006 Professor of Law, University of North Carolina at Chapel Hill, School of Law**
- 2006 Interim EEO/ADA Officer, University of North Carolina at Chapel Hill**
- 2002-06 HIPAA Privacy Officer, University of North Carolina at Chapel Hill**
- 2002-03 Interim General Counsel, University of North Carolina at Chapel Hill**
- 1997-99 Associate Vice President for Human Relations and Risk Management,**
University of Colorado (System)
- 1996-97 Interim Associate Vice President for Human Relations and Risk Management,**
University of Colorado (System)
- 1994-99 Professor of Law, University of Colorado, School of Law**

- 1994-95** **Faculty Associate for the Vice Chancellor for Academic Affairs**, University of Colorado (Boulder Campus) (January, 1994 - July, 1995)
- 1990-94** **Associate Professor of Law**, University of Colorado, School of Law (tenured)
- 1988-90** **Visiting Associate Professor of Law**, University of Colorado, School of Law
- 1986-88** **Associate Professor of Law**, Marshall-Wythe School of Law, College of William and Mary
- 1983-86** **Assistant Professor of Law**, Marshall-Wythe School of Law, College of William and Mary
- Summer 1986** **Associate Professor**, Marshall-Wythe Summer Program with the University of Exeter, Exeter, England
- 1978-83** **Associate**, Gibson, Dunn & Crutcher, Los Angeles, California, Specializing in Labor Law and Employment Discrimination
- Summer 1977** **Summer Associate**, Gibson, Dunn & Crutcher, Los Angeles, California
- Summer 1976** **Policy Development Analyst**, Office of Policy and Planning, ACTION, Washington, D.C.
- Summer 1974** **N.C. State Government Intern**, Raleigh, North Carolina
UNC Institute of Government Internship Program

PUBLICATIONS

“Forfeit: Opportunity, Choice and Discrimination Theory Under Title IX,” 22 (Number One) Yale Journal of Law and Feminism 1 (Spring, 2010)

“Justice v. Simplicity: Lessons from China for American Employment Law,” XIX Kansas Journal of Law & Public Policy 383 (Spring, 2010)(invited symposium)

“Civil Litigation in the United States,” Reader in American Law for Chinese Law Students (Glenn Shrive and John Copeland Nagle, eds.)(forthcoming, 2010)(book chapter)

“Revenge”83 Tulane Law Review 439 (Fall, 2008)

“Theory and Practice: Employer Liability for Sexual Harassment,” 13 William & Mary Women’s Law Journal 727 (Spring, 2007).

“Playing Cowboys and Indians,” 6 Virginia Sports & Entertainment Law Journal 90 (Fall, 2006)

“The Focus Factor,” 15 Texas Journal for Women and the Law 147 (Spring, 2006)

“Fifty/Fifty,” 63 Ohio State Law Journal 1105 (December 2002)

“If You’re Not Part of the Solution, You’re Part of the Problem: Employer Liability for Sexual Harassment,” 13 Yale Journal of Law and Feminism 133 (2001)

“An Invited Scrutiny of Privacy, Employment and Sexual Harassment: A Review of The Unwanted Gaze: The Destruction of Privacy in America by Jeffrey Rosen,” 11 UCLA Women’s Law Review 107 (Fall/Winter 2000) (book review)

“Title IX and the Scholarship Dilemma,” 9 Marquette Sports Law Journal 273 (Spring, 1999)(invited symposium)

“The Buck Stops Where? Employer Liability for Sexual Harassment,” 34 Wake Forest Law Review 1 (Spring, 1999)(invited symposium)

“Hoopla,” 18 Hastings Communications and Entertainment Law Journal 615 (Spring 1995) (review of 2 books and film)

“Just Passing Through,” Women’s Review of Books (Spring 1995) (book review)

“Who Plays and Who Pays: Defining Equality in Intercollegiate Athletics,” 1995 Wisconsin Law Review 647 (1995) (reprinted in Sports and the Law: A Modern Anthology, Davis and Mathewson, eds., Carolina Academic Press, 1999)

“The Americans With Disabilities and Civil Rights Reform Acts — Their Content and Impact on Arbitration,” Proceedings of the 1993 Annual Meeting, National Academy of Arbitrators 130 (Bureau of National Affairs)

“Miles to Go and Promises to Keep: A Case Study in Title IX,” 64 University of Colorado Law Review 555 (1993)

“The Back Door: Legitimizing Sexual Harassment Claims,” 73 Boston University Law Review 1 (January, 1993)

“On the Outside: Which Side Are You On? by Thomas Geoghegan,” 67 Tulane Law Review 581 (December 1992) (book review)

“Visions of a Labor Lawyer: The Legacy of Justice Brennan,” 33 William and Mary Law Review 1123 (Summer, 1992)

“Epilogue on Feminist Practice: My Own Best Self,” 1 Texas Journal of Women and the Law 185 (Spring, 1992) (essay)

“In Search of General Jurisdiction,” 64 Tulane Law Review 1097 (May 1990)

“Successorship and the Duty to Bargain,” 63 Notre Dame Law Review 277 (1988)

“Divided We Stand: Concerted Activity Under the NLRA,” 56 The George Washington Law Review 509 (March 1988)

“Collective Bargaining in Chapter 11 and Beyond,” 95 Yale Law Journal 300 (December 1985)

“To Bargain or Not to Bargain: A New Chapter in Work Relocation Decisions,” 69 Minnesota Law Review 667 (February 1985)