

**2.3.1. The Dean and Executive Dean of the Brody School of Medicine have authority to sign:**

2.3.1.1. Contracts related to the operation of the Brody School of Medicine, to include the following professional medical contractual services agreements:

- a. The sale, delivery, purchase, or other acquisition of professional medical and/or other health care services and/or related supervision and/or instructional services by the Brody School of Medicine and/or its faculty practice plan to or from University Health Systems of Eastern Carolina, Inc. and/or any subsidiary thereof or entities having common ownership therewith, including without limitation, Pitt County Memorial Hospital, Inc., and UHS Physicians, Inc.; and
- b. The sale, delivery, purchase, or other acquisition of professional medical and/or related health care services and/or related supervision and/or instructional services by the faculty practice plan of the Brody School of Medicine to or from non-ECU agencies other than University Health Systems of Eastern Carolina, Inc. and/or Pitt County Memorial Hospital, Inc. (e.g., nursing homes, hospitals, county health departments);

2.3.1.2. Appointment letters for clinical fixed-term faculty in the Brody School of Medicine;

2.3.1.3. Personal and/or professional services contracts for any physician, nurse, or any professional service in or from the Brody School of Medicine or its faculty physician practice that requires professional training and directly contributes to the well-being of an individual, including but not limited to medical research, medical directorships, health care supervision, and instruction;

2.3.1.4. Agreements relating to access to and/or maintaining confidentiality and/or privacy of Brody School of Medicine information to include competitive health care information and patient records, whether within the Brody School of Medicine or some external agency or entity with which the Brody School of Medicine or the faculty practice plan desires to interact;

2.3.1.5. Contracts and other documents, including certifications and affidavits, related to BSOM accreditation, academic exchange agreements, and academic cooperative agreements, including but not limited to internship and affiliation agreements, clinical site agreements, and location agreements for volunteer service-learning opportunities, that do not involve purchases of goods or services by ECU and that are not sponsored programs;

2.3.1.6. Contracts to be performed by Brody School of Medicine with University Health Systems of Eastern Carolina, Inc. and/or any subsidiary thereof or entities having common ownership therewith, including without limitation, Pitt County Memorial Hospital, Inc., and UHS Physicians, Inc., including specifically but not limited to contractual documents necessary and convenient for the conveyance of any medical practices and assets associated therewith that

are not critical to the function of the Brody School of Medicine in fulfillment of its mission, provided that any such documents must be within the authority of the Chancellor to execute and must meet all legal and contractual responsibilities of the Brody School of Medicine, including but not limited to purchasing requirements;

2.3.1.7. Intra-institutional agreements to be performed by the Brody School of Medicine and other divisions within ECU;

2.3.1.8. Facility use agreements for short-term use (a period not to exceed ten days) of any facility managed by the Brody School of Medicine, including but not limited to facilities under the control of the faculty physician practice, provided that the Vice Chancellor of Administration and Finance has approved the terms of the agreement in writing;

2.3.1.9. The purchase of professional medical or other health care services from physicians and other health care providers as independent contractors;

2.3.1.10. Contracts with third party insurance payers, provided that any other approvals required by applicable policy or law in advance of execution of such contracts must be obtained prior to their being signed, such as contracts that require the approval of the ECU Board of Trustees (or a Committee of the ECU Board of Trustees);

2.3.1.11. "Expense" contracts developed by ECU Materials Management on behalf of the Brody School of Medicine or ECU Physicians in compliance with any and all applicable purchasing and bidding requirements. Examples include:

- i. Requisitions for major capital equipment;
- ii. Contracts with third-party financing companies for debt- financing or capital leases of major capital equipment; and
- iii. Contracts for professional consulting services; and

2.3.1.12. Any other negotiated agreements and documents related thereto, including but not limited to certifications and affidavits relating to compliance, to be performed by the Brody School of Medicine or with any public or private agency, entity or person involving revenue (both payables and receivables) contracts, preceptor contracts, agreements with accrediting agencies or entities, or clinical education affiliation agreements.

**2.3.2. The Executive Dean of the Brody School of Medicine delegates authority as follows:**

2.3.2.1. The **Vice Dean of the Brody School of Medicine** and the **Executive Vice Dean of the Brody School of Medicine** each have authority to sign any contracts and agreements that the Executive Dean of the Brody School of Medicine is empowered to sign whenever the Executive Dean is unavailable to execute a document, excluding those contracts and agreements the Vice Dean or Executive Vice Dean negotiates or to which he or she is a party. This authority may not be delegated.

2.3.2.2. The **Executive Director of the medical faculty practice plan of the Brody School of Medicine** has authority to sign any contracts and agreements that the Executive Dean of the Brody School of Medicine is empowered to sign whenever the Executive Dean is unavailable to execute a document, excluding those contracts and agreements the Executive Director negotiates or to which he or she is a party. This authority may not be delegated.

2.3.2.3. **Alta Andrews, Professor Emeritus, College of Nursing**, has authority to sign non-revenue clinical affiliation agreements between ECU and non-ECU health care agencies that provide students in the Brody School of Medicine with a clinical practicum, internship, or similar experience as part of the students' curricular requirements necessary or in support of progress to obtain a degree.

2.3.2.4. The **Associate Vice Chancellor for Academic Affairs Administration** has individual authority to sign employment contracts and routine personnel actions of a positive or non-controversial nature for clinical fixed-term faculty.

2.3.2.5. The **Director and Associate Director of the Office of Clinical Skills Assessment and Education** each have the authority to sign Work Orders or Statements of Work ("Work Order") for fees for services to be performed and materials to be supplied by the Office of Clinical Skills Assessment and Education, provided that the value of such Work Order does not exceed \$10,000.00 and the terms and conditions of a properly executed Master Agreement between East Carolina University and the third party govern any such Work Order.