2.3. **Delegations for Contract Signatory Authority within the Division of Health Sciences**

2.3.1 **The Vice Chancellor for Health Sciences** has authority to sign:

2.3.1.1. Contracts related to the operation of the Health Sciences Division (to include throughout this delegation 2.3.1 any unit within said Division) including appointment letters and employment contracts for employees exempt from the State Personnel Act (EPA), excluding any SAAO Tier I position;

2.3.1.2. Clinical trial agreements and other research agreements if they are co-signed or approved in writing prior to execution by the Director of the Office of Sponsored Programs;

2.3.1.3. Personal and/or professional services contracts for any physician, dentist, nurse, or any professional service that requires medical, dental, nursing, or other allied health professions training and directly contributes to the well-being of an individual, including but not limited to medical research, health care supervision, and instruction;

2.3.1.4. Agreements relating to access to and/or maintaining confidentiality and/or privacy of information, to include competitive health care information and patient records;

2.3.1.5. Contracts, and other documents, including certifications and affidavits, related to 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 the Division of Health Sciences 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.;

2.3.1.7. Intra-institutional agreements to be performed by the Division of
Health Sciences and other divisions within ECU as well as associated entities of ECU (as defined by UNC policy) such as the Medical and Health Sciences Foundation of East Carolina University, Inc.;

2.3.1.8 Contracts and any other documents on behalf of East Carolina University as a member of Newco Cancer Services, LLC.;

2.3.1.9. Facility use agreements for short-term use (a period not to exceed ten days) of any facility managed by the Division of Health Sciences, including but not limited to facilities under the control of ECU Physicians;

2.3.1.10. Any other negotiated agreements and documents related thereto, including but not limited to certifications and affidavits relating to compliance, to be performed by the Health Sciences Division with any public or private agency involving revenue (both payables and receivables) contracts, preceptor contracts, agreements with accrediting agencies or entities, or clinical education affiliation agreements; and

2.3.1.11. In advance of a temporary absence from campus, the Vice Chancellor for Health Sciences may designate in writing a University officer to serve as "Officer In Charge," who shall have authority in the Vice Chancellor's stead and on his or her behalf, but subject to such limitations as the Vice Chancellor shall establish, to sign any agreement in which the designee has no personal interest and that the Vice Chancellor has authority to sign until expiration of the stated term of the written designation of "Officer In Charge" or until the Vice Chancellor returns to campus, whichever occurs earlier.

2.3.2 Delegations from the Vice Chancellor for Health Sciences

All the Vice Chancellor's delegations are made upon the condition that the designee shall sign no contract in which he or she has a personal interest. For purposes of these delegations, “personal interest” includes having an employment or contract relationship with an entity involved in the transaction. By way of example, the Dean of the Brody School of Medicine/CEO of Vidant Health does not have authority to sign contracts with any Vidant entity on behalf of East Carolina University or any of its divisions.

2.3.2.1. The **Dean of the Brody School of Medicine** has authority to sign:
2.3.2.1.1. Professional medical contractual services agreements to include:

   a. 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 ECU Physicians 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).

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

2.3.2.1.3. "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.

2.3.2.1.4. Agreements relating to access to and/or maintaining confidentiality and/or privacy of 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 ECU Physicians desires to interact.

2.3.2.1.5. Contracts, and other documents, including certifications and affidavits, related to accreditation, for any unit or program within the Health Sciences Division, including agreements with accrediting agencies or entities. (This signature delegation may be further delegated to any other administrative officer or University official who possesses knowledge about a particular accreditor, accreditation issue or process related to the contract or other document).
2.3.2.2. The **Executive Dean of the Brody School of Medicine** has authority to sign:

2.3.2.2.1. Professional medical contractual services agreements to include:

   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 ECU Physicians to or from University Health Systems of Eastern Carolina, Inc. and/or or any subsidiary thereof or entities having common ownership therewith, including without limitation, Pitt County Memorial Hospital, Inc., and UHS Physicians, Inc.

   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 ECU Physicians 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).

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

2.3.2.2.3. 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). This signature delegation may be further delegated with appropriate restrictions to another administrative officer or University official who has job duties related to negotiation with such insurance payers.

2.3.2.2.4. "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.

2.3.2.2.5. Agreements relating to access to and/or maintaining confidentiality and/or privacy of 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 ECU Physicians desires to interact.

2.3.2.2.6. Contracts, and other documents, including certifications and affidavits, related to accreditation, for any unit or program within the Health Sciences Division, including agreements with accrediting agencies or entities. (This signature delegation may be further delegated to any other administrative officer or University official who possesses knowledge about a particular accreditor, accreditation issue or process related to the contract or other document).

2.3.2.3. The **Executive Associate Vice Chancellor for Health Sciences Administration and Finance** has authority to sign:

2.3.2.3.1. Affiliation agreements between the ECU Division of Health Sciences and Eastern Area Health Education Center.

2.3.2.3.2. Contracts involving sale or other disposition of professional health care services by the ECU Division of Health Sciences or any units therein (e.g., sale of professional nursing services).

2.3.2.3.3. Contracts for the purchase of professional health care services for any unit within the Division of Health Sciences.

2.3.2.3.4 Agreements relating to access to and/or maintaining confidentiality and/or privacy of information, including but not limited to competitive health care information and patient records, whether within the Division of Health Sciences, including any unit therein such as, but not limited to the Brody School of Medicine or some external agency or entity with which the Brody School of Medicine or ECU Physicians desires to interact.
2.3.2.4. The Associate Vice Chancellor for Health Sciences Human Resources & Director of BSOM Faculty Employment has authority to sign:

2.3.2.4.1. Routine faculty and other EPA personnel actions. This authority includes letters, memoranda, forms, and other personnel-related documents of a positive or non-controversial nature.

2.3.2.5. Dr. 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 Health Sciences Division students 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.

2.3.2.6. The Vice Dean 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 Vice Dean negotiates or to which he or she is a party. This authority may not be delegated.

2.3.2.7. The Executive Director of ECU Physicians, which is the medical faculty practice plan, 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.

2.3.2.8. The Associate Vice Chancellor for Communication and Information Resources and Director of Laupus Library has authority to sign:

2.3.2.8.1. Contracts with a total value (for the initial term and all renewals) not to exceed $1 million for the acquisition of library materials and subscription agreements for library services and resources and with a term not to exceed three years.

2.3.2.8.2. Contracts for the personal services of speakers and
consultants provided as part of the function of Laupus Library with a value of up to $5,000.

2.3.2.8.3. Contracts concerning gifts to the Special Collections Department of Laupus Library.

2.3.2.9. The Associate Vice Chancellor for Healthcare Regulatory Affairs has authority to sign agreements relating to access to and/or maintaining confidentiality and/or privacy of information, including but not limited to competitive health care information and patient records.