

**MINUTES OF A SPECIAL MEETING
THE UNIVERSITY OF OKLAHOMA
AUGUST 11, 2017**

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**MINUTES OF A SPECIAL MEETING
THE UNIVERSITY OF OKLAHOMA BOARD OF REGENTS
AUGUST 11, 2017**

A special meeting of the Board of Regents governing The University of Oklahoma, Cameron University, and Rogers State University was called to order at the Bird Library on the Health Sciences Center Campus in Oklahoma City, Oklahoma, at 3:34 p.m. on August 11, 2017.

The following Regents were present: Clayton I. Bennett, Chairman of the Board, presiding; Regents, Kirk Humphreys, Leslie J. Rainbolt-Forbes, M.D., Bill W. Burgess, Renzi Stone, Phil B. Albert and Frank Keating.

Others attending all or a part of the meeting included Mr. David L. Boren, President of The University of Oklahoma; Jason Sanders, M.D., Senior Vice President and Provost – Health Sciences Center Campus; Vice President Ken Rowe; Chief Legal Counsel Anil Gollahalli; and Executive Secretary of the Board of Regents, Dr. Chris A. Purcell.

Notice of the time, date and place of this meeting was submitted to the Secretary of State, and the agenda was posted in the Office of the Board of Regents on or before 8:00 a.m. on August 10, 2017, both as required by 25 O.S. 1981, Section 301-314.

RATIFICATION OF ITEMS LISTED BELOW AND ATTACHED HERETO

The Oklahoma Open Meeting Act states that “[a]ll public bodies shall give notice in writing by December 15 of each calendar year of the schedule showing the date, time and place of the regularly scheduled meetings of such public bodies for the following calendar year.” Governing boards of state institutions of higher education are required to give such notice to the Secretary of State. Due to a scrivener’s error, in its annual notice dated December 3, 2015 the dates of the September 2016 meeting of the Board were inadvertently listed as September 16th and 17th. The September 2016 meeting was actually held on September 14th and 15th.

Additionally, the Board’s December 1, 2016 meeting was originally stated in the December 3, 2015 notice to the Secretary of State to begin at 8 a.m. The Board gave subsequent public notice, both through a voluntary 48-hour courtesy distribution and through the required 24-hour agenda posting requirement, that the public portion of the meeting would take place at 2 p.m. Although the Board was meeting in committees in the same location throughout the day, and the public had both actual and constructive notice of the public meeting time, there exists the potential to interpret the initial December posting time and the actual time as being inconsistent.

A listing of each action to be considered, ratified and reauthorized in this item is provided below, and a copy of each corresponding action originally presented at the September 14-15, 2016 meeting and the December 1, 2016 meeting is attached hereto as Exhibit A.

Although the September meeting posting error was the result of a scrivener’s error, and the public had actual notice of the December meeting, this action is taken out of an abundance of caution to ensure each and every action taken at the September 14-15, 2016 meeting and December 1, 2016 meetings (as listed below and attached) are appropriately listed, considered and approved such that they have the authoritative legal approval of the Board of Regents.

MINUTES

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Chairman Bennett recommended the Board of Regents ratify and reauthorize the items originally presented in the September 14-15, 2016 and December 1, 2016 Board of Regents meetings as specifically listed above and attached hereto.

Regent Keating moved approval of the recommendation. The following voted yes on the motion: Regents Humphreys, Rainbolt-Forbes, Burgess, Stone, Albert and Keating. The Chair declared the motion unanimously approved.

Regent Humphreys moved the Board enter into executive session on Agenda Item B, for confidential discussions with its attorney on the matters described in Agenda Item B, specifically the University’s relationship with HCA.

The Board entered into Executive session at 3:35 p.m. in the same location and returned to open session at 4:48 p.m.

HOSPITAL AFFILIATION – HSC

The University Hospital Trust is the sole member of a newly formed not-for-profit corporation, OUMI. Pursuant to the terms of a Joint Operating Agreement between the Trust and OUMI, the Trust will lease facilities and delegate operation of Trust and Authority owned facilities to OUMI. Following execution of a merger agreement, OUMI will assume operations of facilities currently operated by HCA, and HCA will provide transition services to OUMI for an interim period of time.

OU will participate in OUMI through OUMI board membership and the following five agreements (attached hereto as Exhibit B):

- (1) the Master Affiliation Agreement will define the terms of the OUMI and OUHSC relationship and provide consistency and integration across all of the OUMI/OUHSC affiliation agreements;

- (2) the Academic Affiliation Agreement will expand and enhance the affiliation of OUHSC's comprehensive education and research programs with OUMI;
- (3) the Clinical Services and Program Support Agreement will define ways in which OU Physicians, OUHSC Centers (e.g. Stephenson Cancer Center), and Health Professions practice plans (e.g., oral surgery, physical therapy, nursing) will provide clinical and related services to OUMI;
- (4) the Trademark License Agreement is a contractual grant from OU to OUMI for the non-exclusive use of the OU brand in connection with the health care enterprise; and,
- (5) the Campus Services and Space Agreement will define ways in which OUHSC will provide utility and related services and lease space to OUMI.

Prior to closing the transaction, the Oklahoma Attorney General, the Oklahoma Contingency Review Board, the Oklahoma Supreme Court and the Federal Trade Commission will review and approve these documents, as well as others related to the transaction to which the University is not a party (e.g. Joint Operating Agreement between the Trust and OUMI, the Merger Agreement between HCA and OUMI, the OUMI Corporate Bylaws, and the Indigent Care Agreement between the Trust and OUMI).

President Boren recommended the Board of Regents authorize the President, with the advice of the General Counsel, to enter into agreement(s) as detailed below and as otherwise may be needed to modify and restructure the University's affiliation with its teaching hospitals and to take other action as he may deem necessary to effectuate the purpose of the transaction. Any subsequent material revisions or modifications to the restructure and/or the agreements will be presented to the Board for further action.

ANTICIPATED AGREEMENTS

1. Master Affiliation Agreement by and between the Board and OU Medicine Inc. ("OUMI");
2. Academic Affiliation Agreement by and between the Board and OUMI;
3. Clinical Services and Program Support Agreement by and between the Board and OUMI;
4. Trademark License Agreement by and between the Board and OUMI;
5. Campus Services and Space Agreement by and between the Board and OUMI.

Regent Humphreys moved approval of the recommendation. The following voted yes on the motion: Regents Humphreys, Rainbolt-Forbes, Burgess, Stone, Albert and Keating. The Chair declared the motion unanimously approved.

There being no further business, the meeting adjourned at 4:49 p.m.

Chris A. Purcell, Ph.D.
Executive Secretary of the
Board of Regents

Agenda Items
for

**CAMERON
UNIVERSITY**

AGENDA ITEM 1**ISSUE: CONTRACTS AND GRANTS – CU****ACTION PROPOSED:**

President McArthur recommends the Board of Regents ratify the awards submitted with this agenda item.

<u>Award Title</u>	<u>Grantor</u>	<u>Award Period</u>	<u>Award Amount</u>
Student Support Services	U.S. Dept. of Education	9/1/16 - 8/31/17	\$386,995
Upward Bound	U.S. Dept. of Education	9/1/16 - 8/31/17	\$296,334
Talent Search Program	U.S. Dept. of Education	9/1/16 - 8/31/17	\$361,440

BACKGROUND AND/OR RATIONALE:

In accordance with Board policy, a list of awards and/or modifications in excess of \$250,000 or that establish or make policy for the University, or that otherwise involve a substantial or significant service to be performed by the University are shown below.

Student Support Services:

Grantor:	U.S. Department of Education		
Award Period:	9/1/16 - 8/31/17	\$	386,995
Performance Period:	9/1/15 - 8/31/20	\$	1,934,975
Remainder:	9/1/17 - 8/31/20	\$	1,160,985

Program Purpose: The Student Support Services (SSS) program provides opportunities for academic development, assists students with basic university requirements, and serves to motivate students toward the successful completion of their post-secondary educations. The SSS program may also provide grant aid to current SSS participants who are receiving Federal Pell Grants. The goal of SSS is to increase retention and graduation rates of its participants and facilitate the process of transition from one level of higher education to the next.

Services provided by the program include:

- Instruction in basic study skills
- Tutorial services
- Academic, financial, or personal counseling
- Assistance in securing admission and financial aid for enrollment in four-year institutions, graduate and professional programs
- Information about career options
- Mentoring
- Special services for students with limited English proficiency

- Direct financial assistance (grant aid) to current SSS participants who are receiving Federal Pell Grants

Upward Bound:

Grantor:	U.S. Department of Education	
Award Period:	9/1/16 - 8/31/17	\$ 296,334
Performance Period:	9/1/12 - 8/31/17	\$1,466,172
Remainder:		\$ 0

Program Purpose: Upward Bound provides fundamental support to participants in their preparations for university entrance. The program provides opportunities for participants to succeed in pre-universities performance and ultimately in higher education pursuits. Upward Bound serves high school students preparing to enter postsecondary education who come from low-income families or from families in which neither parent holds a bachelors degree. The goal of Upward Bound is to increase the rates at which participants enroll in and graduate from institutions of postsecondary education. All Upward Bound projects must provide instruction in math, laboratory science, composition, literature, and foreign language.

Program services include:

- Instruction in reading, writing, study skills, and other subjects necessary for success in education beyond high school
- Academic, financial, or personal counseling
- Exposure to academic programs and cultural events
- Tutorial services
- Mentoring programs
- Information on postsecondary education opportunities
- Assistance in completing university entrance and financial aid applications
- Assistance in preparing for university entrance exams
- Work study positions to expose participants to careers requiring a postsecondary degree

Talent Search/Open Doors:

Grantor:	U.S. Department of Education	
Award Period:	9/1/16 - 8/31/17	\$ 361,440
Performance period:	9/1/16 - 8/31/21	\$ 1,807,200
Remainder:	9/1/17 - 8/31/21	\$ 1,445,760

Program Purpose: The Talent Search/Open Doors program identifies and assists individuals from disadvantaged backgrounds who have the potential to succeed in higher education. The program provides academic, career, and financial counseling to its participants and encourages them to graduate from high school and continue on to the postsecondary schools of their choosing. Talent Search also serves high school dropouts by encouraging them to re-enter the educational system and complete their educations. The goal of Talent Search is to increase the number of youth from disadvantaged backgrounds who complete high school and enroll in the postsecondary education institutions of their choosing.

Services provided by the program:

- Academic, financial, career or personal counseling including advice on entry or re-entry to secondary or post-secondary programs
- Career exploration and aptitude assessment
- Tutorial services
- Information on postsecondary education
- Exposure to university campuses
- Information on student financial assistance
- Assistance in completing university admissions and financial aid applications
- Assistance in preparing for university entrance exams
- Mentoring programs
- Special activities for sixth, seventh and eighth graders
- Workshops for the families of participants

AGENDA ITEM 2

ISSUE: CAMERON PARK SEWER REPAIR – CU

ACTION PROPOSED:

President McArthur recommends the Board of Regents ratify Chairman Weitzenhoffer's authorization previously provided for the President or his designee to award a contract for replacement of the sewer line in Cameron Park. The total amount of the contract(s) awarded will not exceed \$175,000.

BACKGROUND AND/OR RATIONALE:

The sewer line that runs through Cameron Park is the original sewer line with an estimated installation date in the 1930's. This is the main sewer line for the western part of the Lawton campus. The line began backing up and it was discovered the line had collapsed in several areas. After consulting with City of Lawton officials, it was determined the line should be replaced.

Due to the inherent nature of the project and the beginning of the fall semester, it was necessary to obtain the Chairman's approval to proceed with the project prior to the September Board meeting. Estimates were provided by two companies with the lower bid selected. The project is currently underway with funding provided through Section 13 Offset funds.

AGENDA ITEM 3**ISSUE: EASEMENT FOR CU-DUNCAN DRIVEWAY – CU****ACTION PROPOSED:**

President McArthur recommends the Board of Regents:

- I. Approve the granting of an easement to the Duncan Area Economic Development Foundation for construction of a driveway described below; and
- II. Authorize the President or his designee to execute the easement document.

BACKGROUND AND/OR RATIONALE:

On December 14, 2004, the Duncan Economic Development Trust Authority and the Duncan City Council transferred ownership of real property and improvements to the Board of Regents for The University of Oklahoma. This property became Cameron University – Duncan. The Board of Regents accepted this transfer at the January 25 – 26, 2005 meeting with appropriate filing of a Warranty Deed on April 6, 2005.

The adjoining property belongs to the Duncan Area Economic Development Foundation. Their intent is to build a business incubator in support of regional economic development. The Foundation has requested an easement from Cameron University to build a driveway on the edge of the CU-Duncan campus. The driveway will not interfere with CU-Duncan operations and granting the easement will foster further support among Cameron, the Foundation, and the Duncan community. Moreover, the close proximity of the incubator will provide Cameron students with internship and externship opportunities at a convenient location.

The Board is asked to approve the granting of a driveway easement to the Duncan Area Economic Development Foundation as described below. A drawing of the easement area along with a draft of the easement document is attached. The complete cost of construction, upkeep and maintenance of the driveway will be maintained by the Duncan Area Economic Development Foundation.

Driveway Easement Legal Description:

A tract of land lying in the Northeast Quarter of Section 12, Township 1 South, Range 8 West of the Indian Meridian, Stephens County, Oklahoma being more particularly described as follows:

COMMENCING at the northeast corner of the northeast quarter of Section 12, Township 1 South, Range 8 West, I.M., Stephens County, Oklahoma;
THENCE S45°00'00" W a distance of 35.41 feet to a point;
THENCE S 07°01'54" W a distance of 82.53 feet to a point;
THENCE in a southeasterly direction along a curve to the left having a radius of 370.00 feet with a (chord bearing of S 14°43'45" E and chord distance of 189.11 feet) distance of 191.24 feet to a point;
THENCE S 29°32'09" E a distance of 203.96 feet to a point on the east boundary of Cameron University property described by warranty deed recorded in Book 3128, Page 111;

THENCE S 00°04'18" W along said east boundary a distance of 152.37 feet to a point being the southeast corner of said property;
THENCE S 89°56'49" W along the south boundary of said property a distance of 60.00 feet to a point;
THENCE N 00°04'18" E a distance of 38.86 feet to a point;
THENCE in a northwesterly direction along a curve to the left having a radius of 370.00 feet with a (chord bearing of N 14°43'55" W and a chord distance of 189.08 feet) a distance of 191.20 feet to a point;
THENCE N 29°32'09" W a distance of 90.32 feet to a point;
THENCE in a northwesterly direction along a curve to the right having a radius of 430.00 feet with a (chord bearing of N 14°44'04" W and a chord distance of 219.70 feet) a distance of 222.16 feet to a point;
THENCE N 06°52'54" W a distance of 82.60 feet to a point;
THENCE N 45°00'00" W a distance of 34.90 feet to a point on the south right of way line of Bois D'Arc Avenue;
THENCE N 89°53'04" E along said right of way a distance of 129.72 feet to the point of beginning.

Said tract of land containing 41,986.53 square feet or 0.96 Acres more or less.

MJLA
Surveying - Drafting - Design

M. J. LEWIS & ASSOCIATES, INC.
(CA 1120) EXP. 06-30-13
707 WEST WALNUT AVENUE
DUNCAN, OKLAHOMA 73533
580-255-6402 - fax 580-704-8471 toll free 877-606-5000
www.mjlai.com

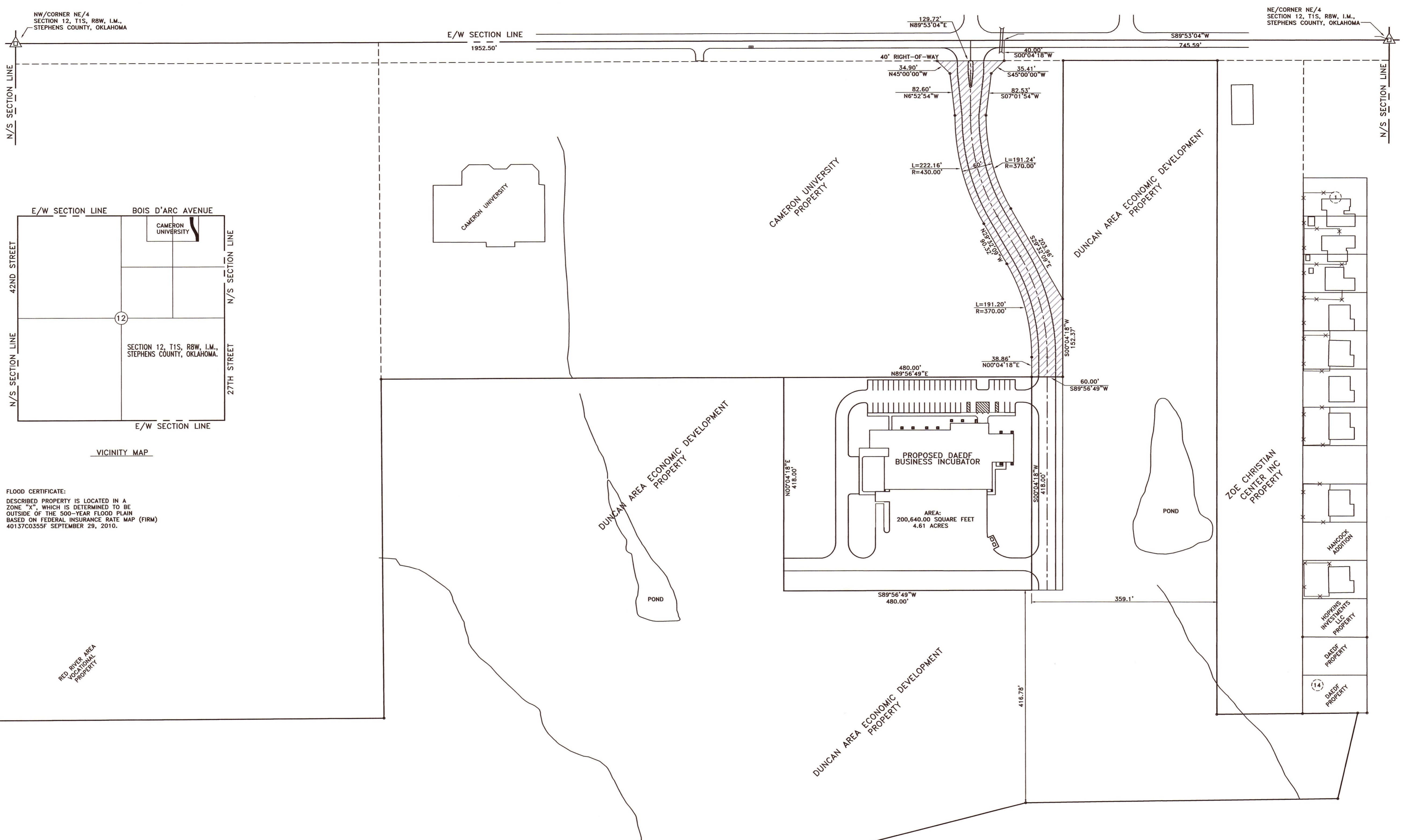
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Buddy B. Morkit
BUDDY B. MORKIT
M. J. LEWIS & ASSOCIATES, INC.
(CA 1120) EXP. 06-30-13

CAMERON UNIVERSITY
3100 W. BOIS D'ARC AVENUE
DUNCAN, OKLAHOMA 73533

ROADWAY LOCATION AND EASEMENT

PROJECT #: 16290-03
SCALE: 1" = 100'
SURVEYED: N/A
DRAWN: 08-11-16
DRAWN BY: BRH
REVISIONS:
1)
2)
3)
4)
SHEET NO.
1 OF 2



ROADWAY DESCRIPTION:
A TRACT OF LAND LYING IN THE NORTHWEST QUARTER (NW/4) NORTHEAST QUARTER (NE/4) NORTHEAST QUARTER (NE/4) OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 8 WEST, I.M., STEPHENS COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 8 WEST, I.M., STEPHENS COUNTY, OKLAHOMA;
THENCE S 89°53'04" W ALONG THE NORTH BOUNDARY OF SAID SECTION 12 A DISTANCE OF 745.59 FEET AND S 00°04'18" W A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BOIS D'ARC AVENUE AND BEING THE POINT OF BEGINNING;
THENCE S 45°00'00" W A DISTANCE OF 35.41 FEET TO A POINT; THENCE S 07°01'54" W A DISTANCE OF 82.53 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET WITH A (CHORD BEARING OF S 14°43'45" E AND CHORD DISTANCE OF 189.11 FEET) A DISTANCE OF 191.24 FEET TO A POINT; THENCE S 29°32'09" E A DISTANCE OF 203.96 FEET TO A POINT ON THE EAST BOUNDARY OF CAMERON UNIVERSITY PROPERTY DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 3128, PAGE 111; THENCE S 00°04'18" W ALONG SAID EAST BOUNDARY A DISTANCE OF 152.37 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE S 89°56'49" W ALONG THE SOUTH BOUNDARY OF SAID PROPERTY A DISTANCE OF 60.00 FEET TO A POINT; THENCE N 00°04'18" E A DISTANCE OF 38.86 FEET TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET WITH A (CHORD BEARING OF N 14°43'55" W AND A CHORD DISTANCE OF 189.08 FEET) A DISTANCE OF 191.20 FEET TO A POINT; THENCE N 29°32'09" W A DISTANCE OF 80.32 FEET TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING A RADIUS 430.00 FEET WITH A (CHORD BEARING OF N 14°44'04" W AND A CHORD DISTANCE OF 219.70 FEET) A DISTANCE OF 222.16 FEET TO A POINT; THENCE N 06°52'54" W A DISTANCE OF 82.60 FEET TO A POINT; THENCE N 45°00'00" W A DISTANCE OF 34.90 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BOIS D'ARC AVENUE; THENCE N 89°53'04" E ALONG SAID RIGHT OF WAY A DISTANCE OF 129.72 FEET TO THE POINT OF BEGINNING; CONTAINING 41,986.53 SQUARE FEET OR 0.96 ACRES MORE OR LESS.

AGENDA ITEM 4

**ISSUE: ACADEMIC AND ADMINISTRATIVE PERSONNEL ACTIONS –
CU**

ACTION PROPOSED:

President McArthur recommends the Board of Regents approve the personnel actions listed below. An executive session pursuant to Section 307B.1. of the Open Meeting Act may be proposed.

APPOINTMENT(S)

Budhathoki, Parshuram, Assistant Professor, tenure track, Department of Mathematical Sciences, annualized rate of \$46,000 for 10 months paid over 12 months (\$3,833.33 per month) effective August 4, 2016.

Ph.D., Florida State University
M.S., Florida State University
M.Sc., Tribhuvan University
Last Position: Assistant Professor, Salt Lake Community College
Years Related Experience: Four

Lee, Danyelle Nicole, Assistant Professor, tenure track, Department of Agriculture and Biological Sciences, annualized rate of \$46,000 for 10 months paid over 12 months (\$3,833.33 per month) effective August 4, 2016.

Ph.D., Oklahoma State University
M.S., Angelo State University
B.S., Angelo State University
Last Position: Assistant Professor, McMurry University
Years Related Experience: Two

Roeder, Diane, Assistant Professor, tenure track, Department of Agriculture and Biological Sciences, annualized rate of \$46,000 for 10 months paid over 12 months (\$3,833.33 per month) effective August 4, 2016. (In the event the doctorate is not completed as scheduled, salary will be \$40,000 (\$3,333.33 per month) with the rank of Instructor.)

Ph.D., (In progress) University of Oklahoma
M.S., University of Oklahoma
B.S., Cameron University
Last Position: Graduate Teaching Assistant, University of Oklahoma
Years Related Experience: None

RESIGNATION(S)

Ahmad, Saeed, Assistant Professor, Department of Chemistry, Physics, and Engineering, July 31, 2016.

Easley, Rebecca, Assistant Professor, Department of Mathematical Sciences, May 31, 2016.

Frisby, Dennis, Professor, Department of Agriculture and Biological Sciences, August 31, 2016.

Agenda Items
for

**ROGERS STATE
UNIVERSITY**

AGENDA ITEM 1

ISSUE: CONTRACTS AND GRANTS – RSU

ACTION PROPOSED:

President Rice recommends the Board of Regents ratify the awards submitted with this agenda item.

<u>Award Title</u>	<u>Grantor</u>	<u>Award Period</u>	<u>Award Amount</u>
Educational Opportunity Center	U.S. Dept. of Education	09/01/16-08/31/2017	\$ 592,789

BACKGROUND AND/OR RATIONALE:

In accordance with Regents’ policy, a list of awards and/or modifications in excess of \$250,000 or that establish or make policy for the University, or that otherwise involve a substantial or significant service to be performed by the University are shown below.

Educational Opportunity Center:

Grantor:	U.S. Department of Education	
Award Period:	09/01/16-08/31/2017	\$ 592,789
Performance Period:	09/01/16-08/31/17	\$2,963,945
Remainder:	End of Performance Period	\$

Program Purpose: The Educational Opportunity Centers (EOC) program provides counseling and information on university admissions to qualified adults who want to enter or continue a program of postsecondary education. An important objective of EOC is to counsel participants on financial aid options and to assist in the application process. The goal of EOC is to increase the number of adult participants who enroll in postsecondary education institutions.

Services Provided by the Program:

- Academic advice
- Personal counseling
- Career workshops
- Information on postsecondary educational opportunities
- Information on student financial assistance
- Assistance in completing applications for university admissions, testing and financial aid
- Coordination with nearby postsecondary institutions
- Media activities designed to involve and acquaint the community with higher education opportunities
- Tutoring/Mentoring

AGENDA ITEM 2

ISSUE: GRANTS – RSU

ACTION PROPOSED:

President Rice recommends the Board of Regents ratify the awards submitted with this agenda item.

BACKGROUND AND/OR RATIONALE:

In accordance with Regents’ policy, a list of awards and/or modifications in excess of \$250,000 or that establish or make policy for the University, or that otherwise involve a substantial or significant service to be performed by the University are shown below.

<u>Award Grantor</u>	<u>Award Period</u>	<u>Award Amount</u>
Community Corporation Service Grant for Public Broadcasting	10/01/16-09/30/17	\$644,035.00

Grant Purpose: Community Service Grant

The Community Service Grant is used primarily for staff salaries and for operations of RSU Public Television.

AGENDA ITEM 3

ISSUE: FLEXIBLE BENEFIT PLAN CHANGE – RSU

ACTION PROPOSED:

President Rice recommends the Board of Regents approve increasing the contribution amount in the Flexible Benefit Plan from \$2,550 to \$2,600.

BACKGROUND AND/OR RATIONALE:

Rogers State University offers employees the opportunity to contribute to a Health Flexible Spending Account (Health FSA). The calendar year 2016 maximum allowable contribution is \$2,550. Recent changes announced by the IRS increased the allowable contribution to an annual calendar amount of \$2,600 which can be used for health, dental and vision expenses. President Rice recommends the Board of Regents approve a change in the contribution from \$2,550 to \$2,600 with an effective date of January 1, 2017.

AGENDA ITEM 4**ISSUE: ADMINISTRATIVE & PROFESSIONAL PERSONNEL
ACTION(S) – RSU****ACTION PROPOSED:**

President Rice recommends approval and ratification of the administrative and professional personnel actions listed below. An executive session pursuant to Section 307B.1 of the Open Meeting Act may be proposed.

APPOINTMENT(S):

Beaird, SethAnn, M.A., Instructor of English in the Department of English and Humanities, an annualized rate of \$30,000, (\$3,000 per month), full-time, ten-month, non-tenure track appointment, effective August 1, 2016.

Dennis, Catherine Anne, M.A., Instructor of Development Studies in the Department of English and Humanities, an annualized rate of \$30,000, (\$3,000 per month), full-time, ten-month, non-tenure track appointment, effective August 1, 2016.

Frazier, Teresa, Ph.D., Instructor of Nursing in the Department of Health Sciences, an annualized rate of \$50,000, (\$5,000 per month), full-time, ten-month, non-tenure-track appointment, effective August 1, 2016.

Hammett, Alisa, MBA, Director, Human Resources, an annualized rate of \$68,000 (5,666.66 per month) for 12 months, effective September 12, 2016.

McGowan, Bruce, Ph.D., Associate Vice President, Bartlesville campus, an annualized rate of \$98,000 (8,166.66 per month) for 12 months, effective 11/1/2016. Hiring approval was granted by Chairman Weitzenhoffer on October 28, 2016.

Miller, Sue-Anna, BS, Assistant Comptroller, Budget and Accounting, an annualized rate of \$92,500 (\$7,708.33 per month) for 12 months, effective 12/1/2016.

Moore, Robert P., M.B.A., Temporary Instructor of Business in the Department of Business, an annualized rate of \$50,000, (\$5,000 per month), full-time, temporary ten-month, non-tenure track appointment, effective August 1, 2016.

Ratcliff, Christopher, MS, Director of Athletics, an annualized rate of \$115,000 (\$9,583.33 per month) for 12 months, effective December 19, 2016.

Turner, Rob, M.P.A., Instructor of Criminal Justice and COP Director/Advisor in the Department of Technology and Justice Studies, an annualized rate of \$42,000, (\$4,200 per month), full-time, ten-month, non-tenure track appointment, effective August 1, 2016.

CHANGE(S):

Mays, Cheri, M.S., LPC-S, Instructor, Department of Psychology and Sociology, reduction of teaching load from five to four courses per semester, with 20% reduction in salary, from an annualized rate of \$35,000, (\$3,500 per month) to an annualized rate of \$28,000, (\$2,800 per month), ten-month, non-tenure track appointment, effective August 1, 2016.

RESIGNATION(S):

Erwin, Ryan, Director, Athletics, effective August 1, 2016. Resignation.

RETIREMENT(S):

Marché, Gary, Ph.D., Associate Professor, Department of Business, effective December 14, 2016.

Agenda Items for

HEALTH SCIENCES CENTER

AGENDA ITEM 1

ISSUE: PROFESSIONAL SERVICE AGREEMENT – HSC

ACTION PROPOSED:

President Boren recommends that the Board of Regents approve the professional service agreement for the University of Oklahoma Health Sciences Center as listed.

Emergency Medical Services Authority (EMSA)	\$359,445/year
Center for Prehospital Disaster Medicine (CPDM)	
Term of Agreement 07/01/16 to 06/30/19	

BACKGROUND AND/OR RATIONALE:

The University of Oklahoma Health Sciences Center (OUHSC) receives revenue from a variety of sources. One such source is third-party vendors who pay the University in return for providing professional services. The following is a contract with an outside vendor for professional services performed by a Department in the School of Community Medicine – Tulsa:

Emergency Medical Services Authority (EMSA)
Department of Emergency Medicine will provide Medical Director services, including Medical Leadership, Regulatory Duties and Contract Performance Monitoring. Department of Emergency Medicine will maintain current awareness of EMS developments at state and national meetings and participate in related and professional publication essential to effective medical leadership. The Agreement was signed on June 21, 2016.

AGENDA ITEM 2

ISSUE: RESOLUTION AND NAMING – HSC

ACTION PROPOSED:

President Boren recommends the Board of Regents approve a resolution and facility naming as detailed in his recent letter to the Board of Regents.

BACKGROUND AND/OR RATIONALE:

Regents' Policy requires Board of Regents approval to name facilities. In this instance, due to the timing of a desired public announcement at a more formal ceremony, the Board and President request that the name of the honoree and the facility be kept confidential until such ceremony.

AGENDA ITEM 3

ISSUE: GENERAL OBLIGATION REFUNDING BONDS – HSC

ACTION PROPOSED:

President Boren recommends the Board of Regents:

- I. Authorize and approve the issuance on a taxable and/or tax-exempt basis in one or more series of the University of Oklahoma Health Sciences Center limited and special obligations, in an amount sufficient to refund the General Revenue Bonds, Series 2008A, the proceeds of which were used by the University of Oklahoma Health Sciences Center for its Oklahoma Stephenson Cancer Center project. In addition to the amounts needed for the proposed refunding, to provide sufficient funds to fund any related costs of issuance, underwriters' discounts, reserve funds, bond insurance, net premiums/original issue discounts, and any other necessary and related expenditures associated with the issuance;
- II. Authorize and approve the borrowing of funds for the purpose of issuing the above mentioned obligations on a taxable or tax-exempt basis in one or more series, paying normal costs of issuance related thereto, providing for bond insurance if necessary, capitalized interest, and any related reserves or costs;
- III. Authorize and approve Resolutions and/or Supplemental Resolutions dated as of this date authorizing the form of the financing documents related thereto, including but not limited to a Resolution and/or Supplemental Resolution, a Bond Indenture, a Trust Agreement, a Bond Purchase Agreement, a Continuing Disclosure Agreement, a Preliminary Official Statement, and an Official Statement;
- IV. Approve and authorize the award of the sale of the obligations on either a competitive or negotiated basis based upon the final determination of the financing team and as determined to be in the best financial interest of the University of Oklahoma Health Sciences Center and authorizing the Vice President for Administration and Finance and the Associate Vice President for Administration and Finance and Chief Financial Officer of the University of Oklahoma Health Sciences Center to do all things necessary to consummate the transaction contemplated herein including, but not limited to, execution and delivery of any and all closing documents;
- V. Authorize the Chairman, Vice Chairman, and Executive Secretary of the Board of Regents of the University of Oklahoma to execute and deliver all necessary financing documents and related closing documents required by Bond Counsel; and
- VI. Authorize the officers of the University of Oklahoma Health Sciences Center to execute any closing documents required by Bond Counsel and to take any further action required to consummate the transaction contemplated herein.

BACKGROUND AND/OR RATIONALE:

At this time the University's administration is seeking approval to refund the General Revenue Bonds, Series 2008A Tax Exempt Bonds, for economic savings and increased flexibility related to future building uses. The size of the Refunding Bonds and actual savings are subject to market conditions at the time of refunding. At this time, the Bonds are expected to be issued in an approximate amount of \$45 million, and will be issued on a taxable and/or tax-exempt basis. Budgetary savings are estimated at \$5.1 million, or 8.812% on a present value basis, well above the industry standard threshold of 5% for an advanced refunding.

Preparation of the disclosure statement (often referred to as the Preliminary Official Statement or POS) will be coordinated by the Financial Advisor with direction and input from the University's administration, Bond Counsel, and the State Bond Advisor (i.e. the financing team). The POS will be submitted to the appropriate oversight organizations for review and approval prior to its issuance. It will set forth the rating assigned to the University of Oklahoma Health Sciences Center Limited and Special Obligations, Series 2017A Bonds, and the plan of financing, and will be provided to investors to assist in their making investment decisions.

The obligations contemplated herein will be secured by a pledge of all lawfully available sources of revenue other than (i) revenues appropriated by the Legislature from tax receipts and (ii) funds whose purpose has been restricted by donors, grantors or payors thereof to a purpose inconsistent with the payment of debt obligations. Underlying the issuance of the obligations, the University's Administration will comply fully with the Board of Regents "Debt Policy", meaning that the obligations will be supported by an achievable financial plan that includes servicing the debt, meeting any new or increased operating costs, and maintaining an acceptable debt service coverage ratio.

AGENDA ITEM 4

ISSUE: CONSULTING SERVICES – HSC

ACTION PROPOSED:

President Boren recommends the Board of Regents authorize the President or his designee to engage ECG Management Consultants, Boston, Massachusetts, on a sole source basis, to provide consulting services to assist in strategic planning for the Health Sciences Center. An initial engagement for an estimated eighteen-month project to begin September 1, 2016 and subject to renewal at the beginning of the following fiscal year is estimated in the amount of \$1,400,000; any additional expense for this engagement and any subsequent expenditures for consulting services would continue to be reported on the Quarterly Report of Expenses and otherwise conform to Regents' policy.

BACKGROUND AND/OR RATIONALE:

The College of Medicine (COM) and its faculty practice plan, OU Physicians (OUP), currently require the assistance of expert consultative services to build upon work that has been completed to date to develop a more integrated multi-specialty faculty group practice. The COM Department Chairs and OUP leadership have taken many steps to create a more integrated faculty group practice that can adapt and respond to the ever changing funding and patient care models driven by both government and private payer sources, but given the pace of external changes further strategic, financial, and organizational planning is needed.

To assist in a comprehensive analysis and planning process, the University has sought an independent consultant to work with the COM and OUP to examine all aspects of the faculty practice plan guided by key design considerations including preserving the academic mission of the University, enhancing the existing service line structures, and positioning the COM and OUP to thrive in a healthcare delivery environment that is evolving to include at-risk payment mechanisms and population-based care delivery models. In keeping with trends in the health care industry, current plans for the Health Sciences Center and the COM contemplate closer integration of OUHSC and COM components with external third-party entities, and ECG's consulting services will assist in planning for those relationships.

ECG Management Consultants is uniquely positioned to collaborate with the OUHSC and the COM in identifying both structural and functional options to develop a more integrated group practice. ECG has a dedicated academic healthcare team, and extensive experience with many peer organizations to successfully complete similar initiatives at academic institutions such as, University of Kansas Physicians, UW Medicine, University Physicians at Colorado, and Johns Hopkins Medicine. That national perspective will help OU to shape the strategies that will be most effective for the University's culture and local market. ECG has significant experience working with OUHSC over the past decade on projects with the Stephenson Cancer Center and individual clinical departments.

ECG will work collaboratively with the clinical department chairs, OUP, COM and OUHSC leadership to facilitate the design, prioritization, and implementation of governance, organizational, operational, and financial funds flow models that migrate toward a more fully integrated multispecialty group practice. The ECG engagement includes a targeted design phase assessing the current state and evaluating potential features for the future model, defining and developing preferred group practice structure and creating a detailed transition plan.

Funding has been identified, is available and budgeted within the operating accounts of OU Physicians and the Office of the Provost.

AGENDA ITEM 5

ISSUE: PROPOSALS, CONTRACTS, AND GRANTS

ACTION PROPOSED:

President Boren recommends that the Board of Regents ratify the awards and/or modifications for May and June 2016 submitted with this Agenda Item.

BACKGROUND AND/OR RATIONALE:

In accord with Regents' policy, a list of awards and/or modifications in excess of \$1,000,000 or that establish or make policy for the University, or that otherwise involve a substantial or significant service to be performed by the University are shown on the following pages. Comparative data for fiscal years 2012 through 2016 and current month and year-to-date, are shown on the graphs and tables. Throughout the reports, the data stated for both campuses include the OU-Tulsa Schusterman Campus as well.

The Provisions of Goods and Services policy provides that new contracts and grants in excess of \$1,000,000 must be referred to the Board of Regents for ratification. In addition, in the event a contract, grant, document, or arrangement involved would establish or make policy for the University, or would otherwise involve substantial or significant service to be performed by the University, that contract, arrangement, or document shall be referred to the Board of Regents for approval.

	FY15 Total Expenditures	FY16 YTD Expenditures
UNIVERSITY OF OKLAHOMA	\$278,653,615	\$289,102,635
NORMAN CAMPUS	\$151,914,660	\$155,008,734
HEALTH SCIENCES CENTER	\$126,738,955	\$134,093,901

Chart Key / Definitions for the pages that follow:

RESEARCH/OSP = Research and Other Sponsored Programs

INSTRUCTION = Instruction/Training (applies to HSC only)

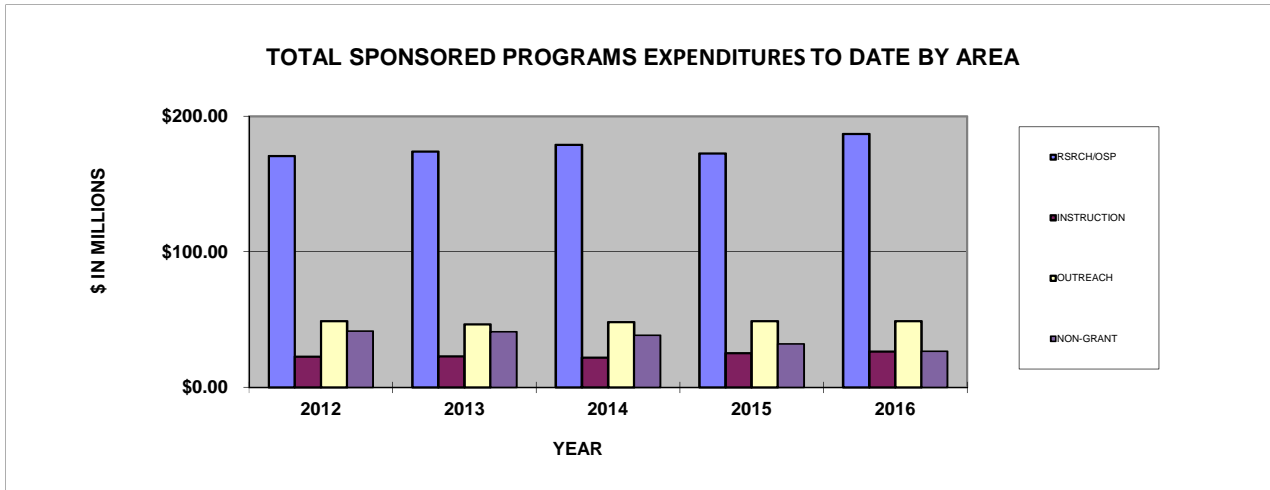
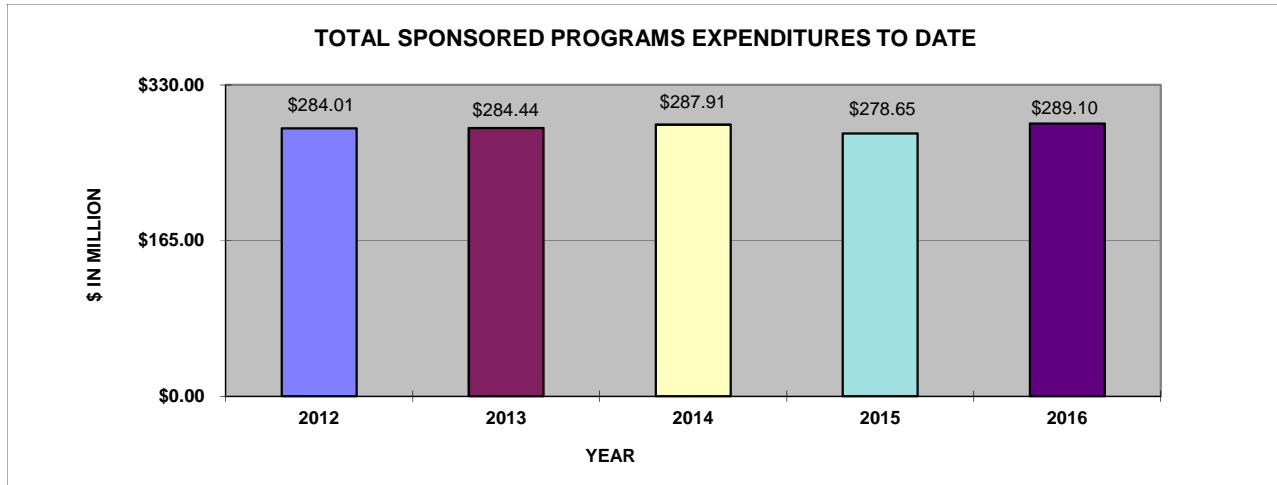
OUTREACH = Formerly College of Continuing Education (CCE)

NON-GRANT/OTHER = Internal Administration / Operational Expenses; HSC's data may include clinical trials

EXPENDITURES = Expenditures Related to Externally-Sponsored Funding

AWARDS = New Grants and Contacts Received, or Existing Award Modifications Processed

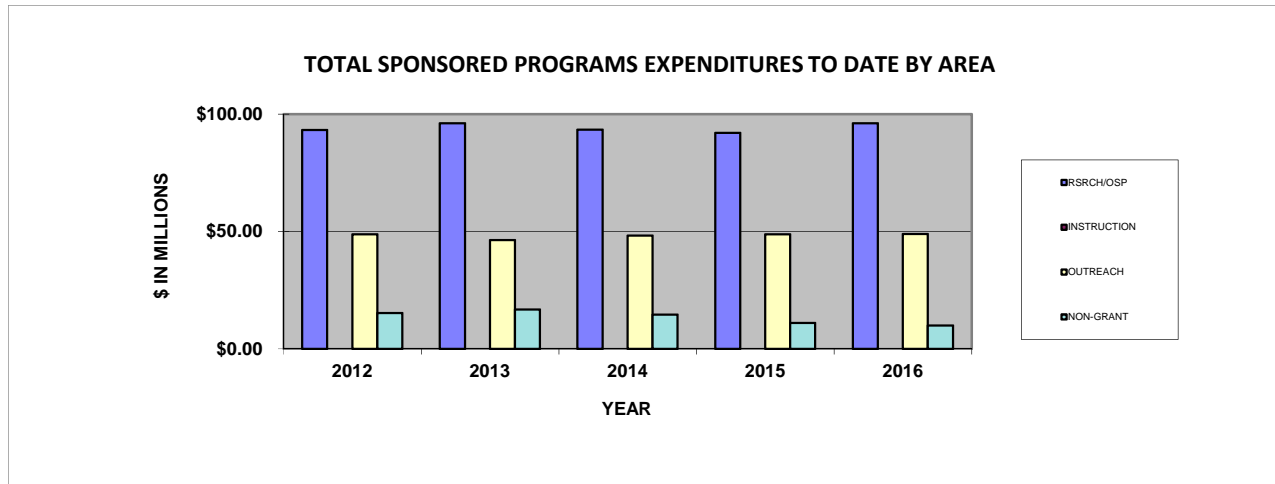
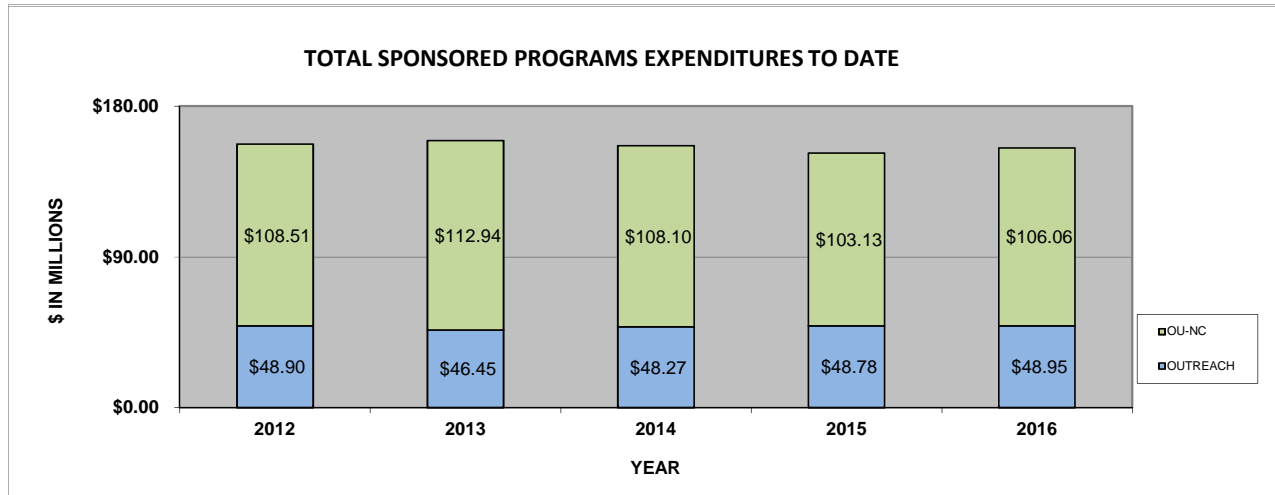
HEALTH SCIENCES CENTER AND NORMAN CAMPUS



	FY 2016 YEAR	YEAR %CHANGE	FY 2015 YEAR	FY 2016 JUN	MONTH %CHANGE	FY 2015 JUN
RESEARCH/OSP	\$ 186,882,424	8.29%	\$ 172,570,784	\$ 19,441,807	17.77%	\$ 16,508,373
INSTRUCTION	\$ 26,525,509	5.15%	\$ 25,225,839	\$ 2,054,171	56.97%	\$ 1,308,674
OUTREACH	\$ 48,945,312	0.34%	\$ 48,780,001	\$ 3,967,369	-15.44%	\$ 4,691,745
NON-GRANT/OTHER	\$ 26,749,390	-16.61%	\$ 32,076,991	\$ 2,049,634	-31.12%	\$ 2,975,774
TOTAL	\$ 289,102,635	3.75%	\$ 278,653,615	\$ 27,512,981	7.96%	\$ 25,484,566

HEALTH SCIENCES CENTER AND NORMAN CAMPUS

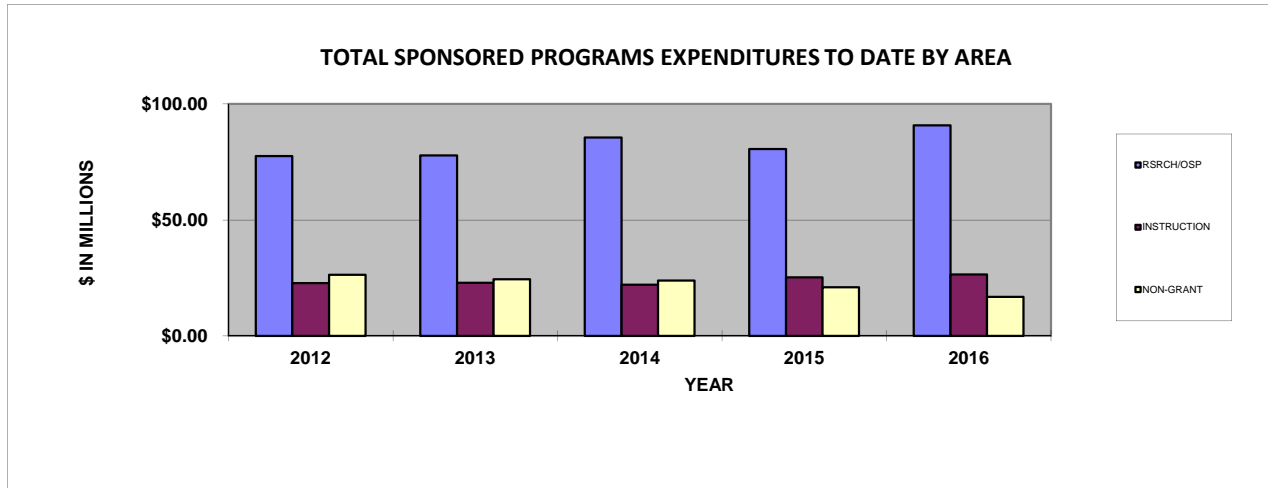
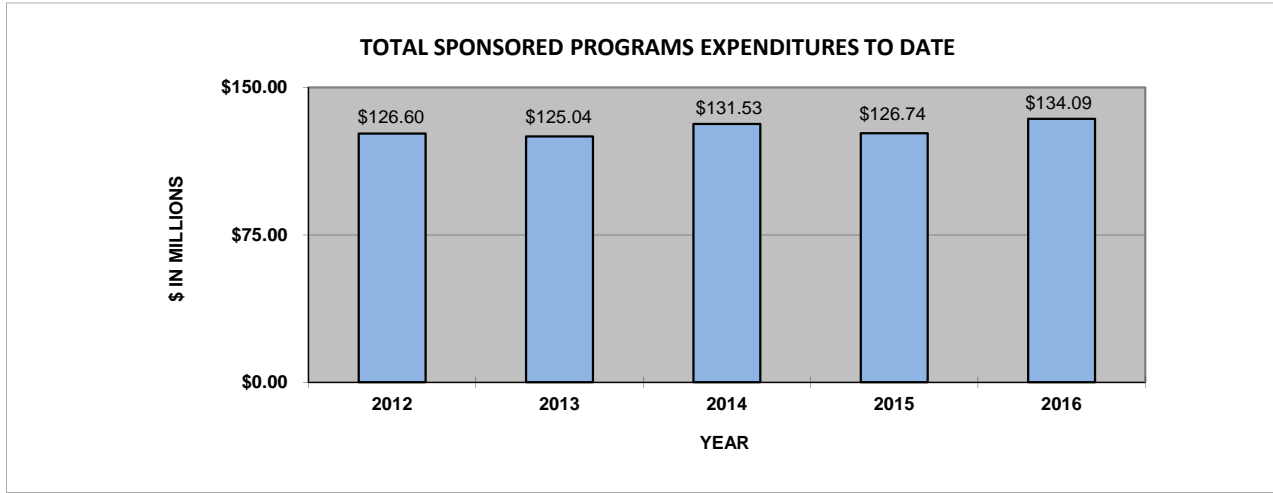
NORMAN CAMPUS



	FY 2016 YEAR	YEAR %CHANGE	FY 2015 YEAR	FY 2016 JUN	MONTH %CHANGE	FY 2015 JUN
RESEARCH/OSP	\$ 96,091,541	4.36%	\$ 92,074,984	\$ 10,808,871	3.54%	\$ 10,439,200
INSTRUCTION	\$ -		\$ -	\$ -		\$ -
OUTREACH	\$ 48,945,312	0.34%	\$ 48,780,001	\$ 3,967,369	-15.44%	\$ 4,691,745
NON-GRANT/OTHER	\$ 9,971,881	-9.84%	\$ 11,059,675	\$ 769,759	-41.28%	\$ 1,310,838
TOTAL	\$ 155,008,734	2.04%	\$ 151,914,660	\$ 15,545,999	-5.45%	\$ 16,441,783

NORMAN CAMPUS

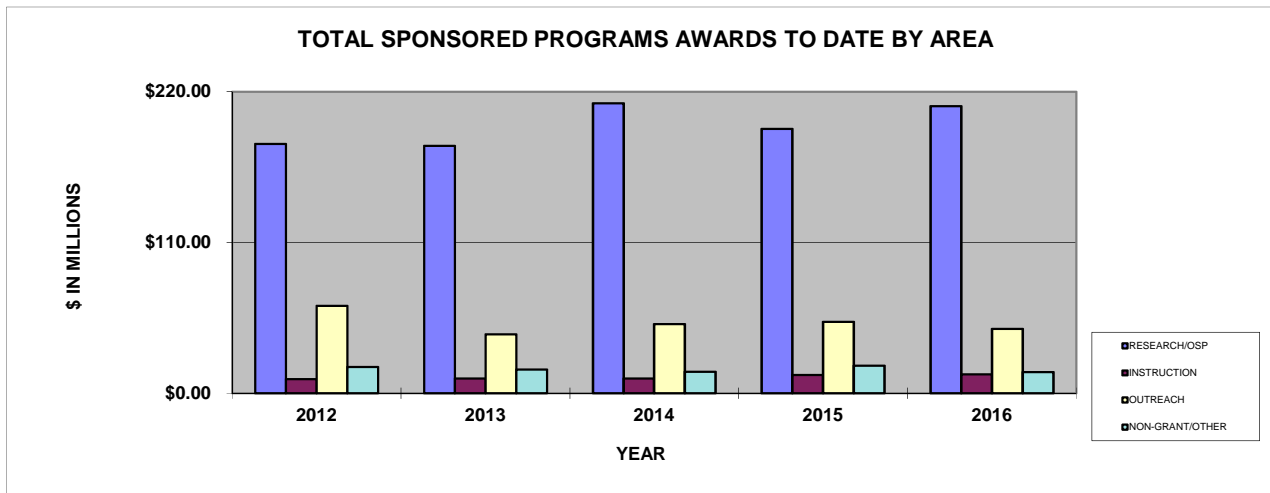
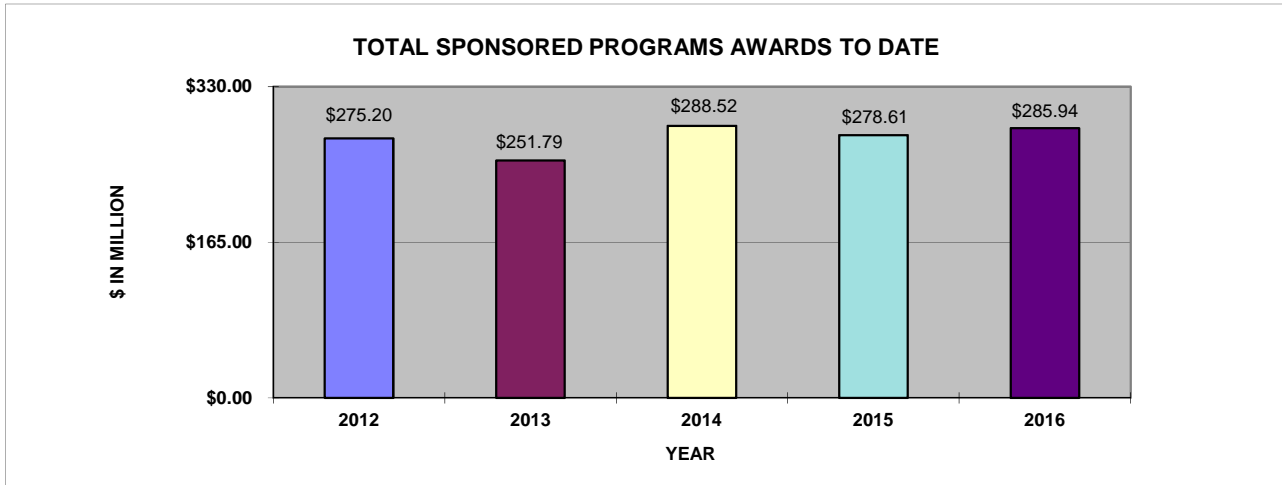
HEALTH SCIENCES CENTER



	FY 2016 YEAR	YEAR %CHANGE	FY 2015 YEAR	FY 2016 JUN	MONTH %CHANGE	FY 2015 JUN
RESEARCH/OSP	\$ 90,790,883	12.79%	\$ 80,495,800	\$ 8,632,935	42.24%	\$ 6,069,173
INSTRUCTION	\$ 26,525,509	5.15%	\$ 25,225,839	\$ 2,054,171	56.97%	\$ 1,308,674
NON-GRANT/OTHER	\$ 16,777,509	-20.17%	\$ 21,017,316	\$ 1,279,875	-23.13%	\$ 1,664,936
TOTAL	\$ 134,093,901	5.80%	\$ 126,738,955	\$ 11,966,981	32.34%	\$ 9,042,783

HEALTH SCIENCES CENTER

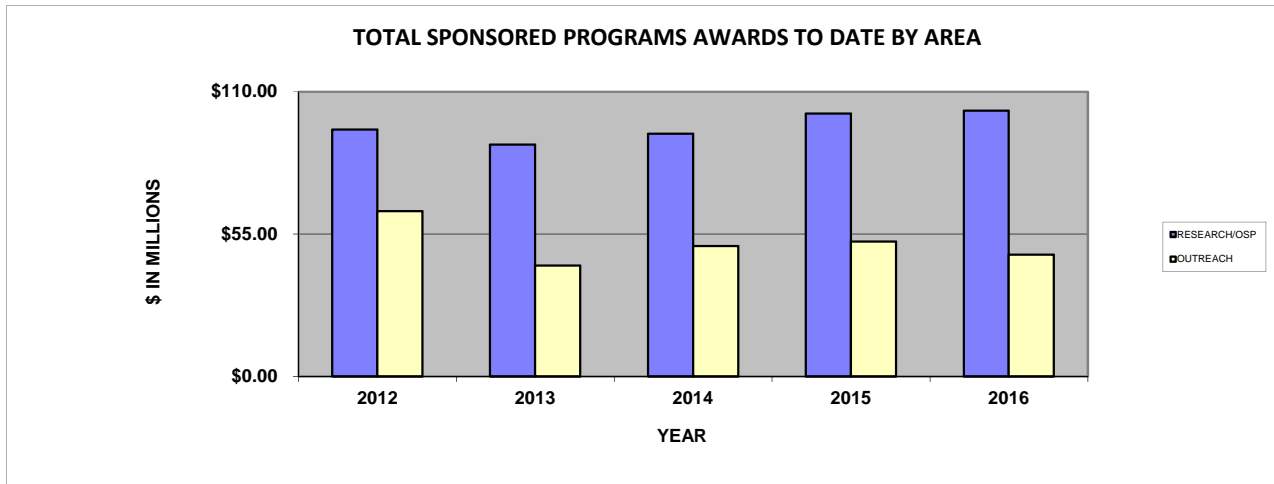
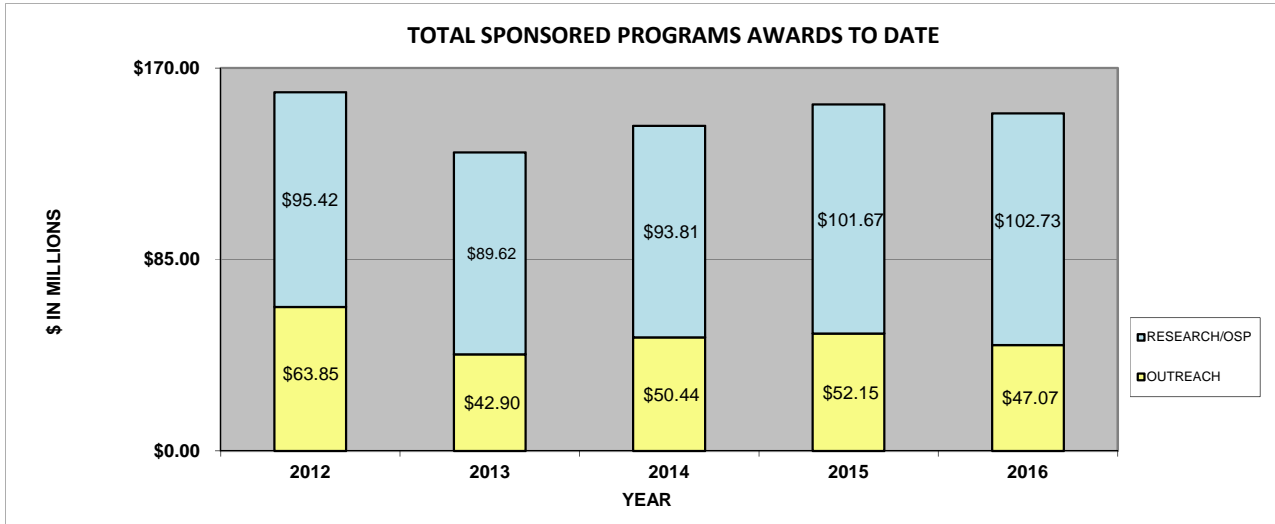
NORMAN CAMPUS AND HEALTH SCIENCES CENTER



	FY 2016 YEAR	YEAR %CHANGE	FY 2015 YEAR	FY 2016 JUN	MONTH %CHANGE	FY 2015 JUN
RESEARCH/OSP	\$ 209,479,376	8.57%	\$ 192,950,333	\$ 27,735,814	63.33%	\$ 16,981,537
INSTRUCTION	\$ 13,883,471	4.24%	\$ 13,318,606	\$ 1,872,043	362.50%	\$ 404,769
OUTREACH	\$ 47,071,662	-9.73%	\$ 52,147,173	\$ 712,938	-55.71%	\$ 1,609,592
NON-GRANT/OTHER	\$ 15,508,087	-23.22%	\$ 20,196,852	\$ 5,213,393	-6.60%	\$ 5,582,056
TOTAL	\$ 285,942,596	2.63%	\$ 278,612,964	\$ 35,534,188	44.58%	\$ 24,577,954

NORMAN CAMPUS AND HEALTH SCIENCES CENTER

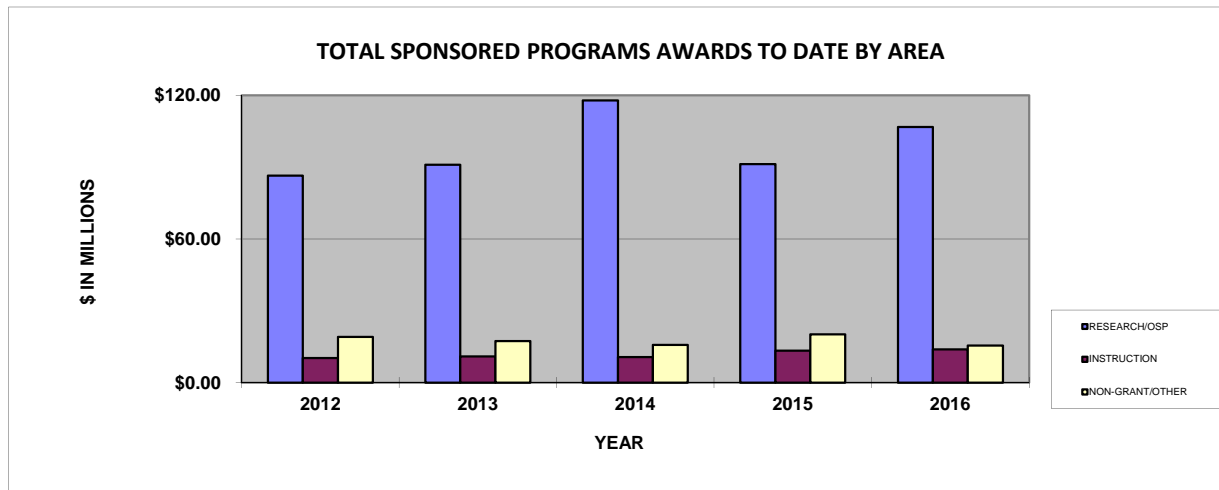
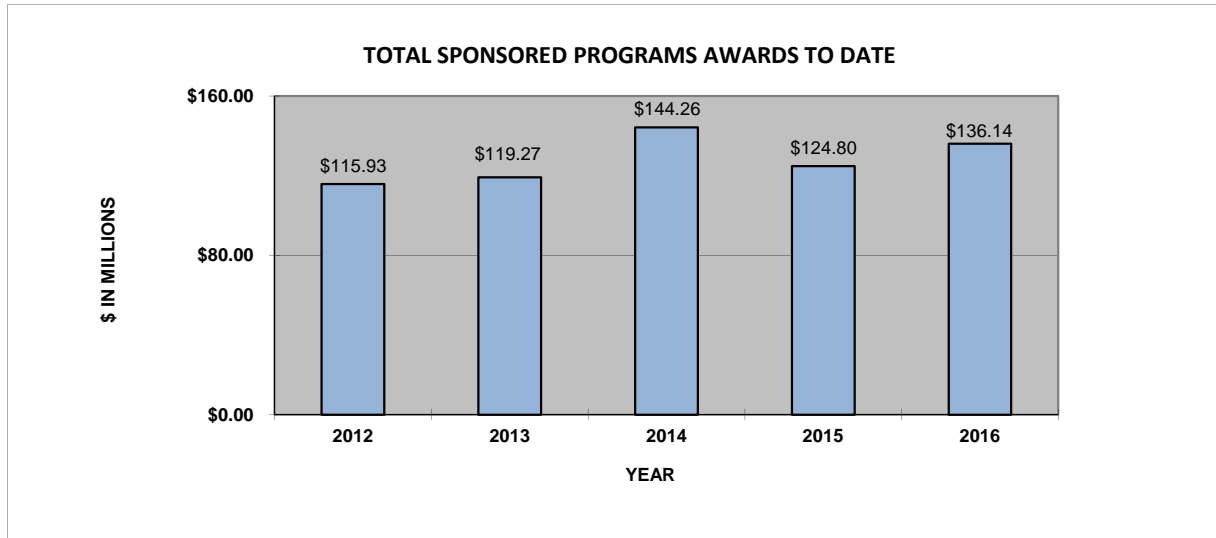
NORMAN CAMPUS



	FY 2016 YEAR	YEAR %CHANGE	FY 2015 YEAR	FY 2016 JUN	MONTH %CHANGE	FY 2015 JUN
RESEARCH/OSP	\$ 102,732,427	1.05%	\$ 101,668,883	\$ 7,479,024	-18.57%	\$ 9,184,729
INSTRUCTION	\$ -		\$ -	\$ -		\$ -
OUTREACH	\$ 47,071,662	-9.73%	\$ 52,147,173	\$ 712,938	-55.71%	\$ 1,609,592
NON-GRANT/OTHER	\$ -		\$ -	\$ -		\$ -
TOTAL	\$ 149,804,089	-2.61%	\$ 153,816,056	\$ 8,191,962	-24.11%	\$ 10,794,321

NORMAN CAMPUS

HEALTH SCIENCES CENTER



	FY 2016 YEAR	YEAR %CHANGE	FY 2015 YEAR	FY 2016 JUN	MONTH %CHANGE	FY 2015 JUN
RESEARCH/OSP	\$ 106,746,949	16.94%	\$ 91,281,450	\$ 20,256,789	159.81%	\$ 7,796,808
INSTRUCTION	\$ 13,883,471	4.24%	\$ 13,318,606	\$ 1,872,043	362.50%	\$ 404,769
NON-GRANT/OTHER	\$ 15,508,087	-23.22%	\$ 20,196,852	\$ 5,213,393	-6.60%	\$ 5,582,056
TOTAL	\$ 136,138,507	9.09%	\$ 124,796,908	\$ 27,342,226	98.37%	\$ 13,783,633

HEALTH SCIENCES CENTER

September 14-15, 2016

NORMAN CAMPUS & HEALTH SCIENCES CENTER
REPORT OF CONTRACTS AWARDED (OVER \$1M)
 May & June 2016

AWD #	AGENCY	TITLE	VALUE	PERIOD	PI(s)
20132225	Natl Inst of General Medical Sciences	Oklahoma IDeA Network of Biomedical Research Excellence	\$3,662,374	12 mo.	Darrin Randal Akins (Micro&Immun Grants/SPNSR funds)
20122307	Okla Tobacco Settlement Endowment Trust Fund	Evaluating TSET Funded Programs	\$1,785,000	12 mo.	Laura Ann Beebe (Dept. of Biostatistics & Epid)
20141878	Donald W. Reynolds Foundation	Oklahoma Healthy Aging Initiative-Phase II	\$3,345,734	12 mo.	Andrew Neal Dentino (Geriatrics Sponsored Accounts)
20111852	Natl Ctr Minority Health & Health Dispar	American Indians Diabetes Prevention Center: Impacting	\$1,205,131	12 mo.	Joseph Neil Henderson (Oklahoma Center on AIDHD)
20161985	Oklahoma Health Care Authority	Drug Utilization Review (DUR) Board (Oklahoma Health Car	\$4,400,000	12 mo.	Shellie Lucille Gorman Keast (Admin Sciences)
20121220	Okla Tobacco Settlement Endowment Trust Fund	TSET Cancer Research Program	\$5,500,000	12 mo.	Robert Mannel (Cancer Center Research Admin)
20122420	National Center for Research Resources	Baboon Research Resource Program	\$1,392,755	12 mo.	Gary Lynn White (Comparative Medicine)
7 Total			\$21,290,994		

AGENDA ITEM 6

ISSUE: LIMITED AND SPECIAL OBLIGATIONS – NC

ACTION PROPOSED:

President Boren recommends the Board of Regents:

- I. Authorize and approve the issuance on a taxable and/or tax-exempt basis in one or more series of the University of Oklahoma limited and special obligations, in the form of bonds, notes, obligations, debentures, interim certificates, grant and anticipation notes, interest in a lease, lease certificates of participation, lease purchase agreements, commercial paper, lines of credit, variable interest rate obligations of any kind, or other evidences of indebtedness on an interim and/or permanent basis with any interim financing to be ultimately retired from proceeds of permanent financing approved hereunder it being the intent that this approval apply both to related interim and permanent financing, in an amount sufficient to fund the proposed academic, research, real estate, and infrastructure projects identified below and, in addition to the amounts needed for the proposed projects, to provide sufficient funds to fund any related costs of issuance, underwriters' discounts, capitalized interest, reserve funds, bond insurance, net premiums/original issue discounts, and any other necessary and related expenditures associated with the issuance;
- II. Authorize and approve the borrowing of funds for the purpose of issuing the I. above mentioned obligations on a taxable or tax-exempt basis in one or more series, paying normal costs of issuance related thereto, providing for bond insurance if necessary, capitalized interest, and any related reserves or costs;
- III. Authorize and approve Resolutions and/or Supplemental Resolutions dated as of this date authorizing the form of the financing documents related thereto, including, but not limited to, a Resolution and/or Supplemental Resolution, a Bond Indenture, a Trust Agreement, a Bond Purchase Agreement, a Continuing Disclosure Agreement, a Preliminary Official Statement and an Official Statement;
- IV. Approve and authorize the award of the sale of the obligations on either a competitive or negotiated basis based upon the final determination of the financing team and as determined to be in the best financial interest of The University of Oklahoma and authorizing the Executive Vice President and Vice President for Administration and Finance, and the Associate Vice President for Administration and Finance and Chief Financial Officer of the University of Oklahoma – Norman Campus to do all things necessary to consummate the transaction contemplated herein including, but not limited to, execution and delivery of any and all closing documents;
- V. Authorize the Chairman, Vice-Chairman and Executive Secretary of the Board of Regents of The University of Oklahoma to execute and deliver all necessary financing documents and related closing documents required by Bond Counsel; and,

VI. Authorize the officers of The University of Oklahoma to execute any closing documents required by Bond Counsel and to take any further action required to consummate the transaction contemplated herein.

VII. Recognize and acknowledge that the University may fund certain costs of the projects described below prior to delivery of proceeds from its own funds and, to the extent the University utilizes its own funds for said purposes, it is intended that certain proceeds of the Obligations will be utilized to reimburse the University.

BACKGROUND AND/OR RATIONALE:

At its March 2016 meeting the Board of Regents authorized the University's Administration to submit requests to the Governor, the Speaker of the House of Representatives, and the President Pro Tempore of the State Senate seeking approval to issue limited and special obligations, in the form of bonds, notes, obligations, debentures, interim certificates, grant and anticipation notes, interest in a lease, lease certificates of participation, lease purchase agreements, commercial paper, lines of credit, variable interest rate obligations of any kind, or other evidences of indebtedness on an interim and/or permanent basis with any interim financing to be ultimately retired from proceeds of permanent financing approved hereunder it being the intent that this approval apply both to related interim and permanent financing, in an amount sufficient to fund the proposed academic, research, real estate, and infrastructure projects identified below and, in addition to the amounts needed for the proposed projects, to provide sufficient funds to fund any related costs of issuance, underwriters' discounts, capitalized interest, reserve funds, bond insurance, net premiums/original issue discounts, and any other necessary and related expenditures associated with the issuance. Legislative approval to issue the obligations has been received.

At this time the University's Administration is preparing for the issuance of general, limited and special obligation debt in the next four to six months in support of the projects listed below.

Real Property Acquisitions	\$ 4,500,000
Physics and Astronomy Facilities	3,000,000
Bizzell Memorial Library – Lower Level II Renovation	3,000,000
Technology Infrastructure	3,000,000
Utility System Capital Projects	1,500,000
	<u>\$15,000,000</u>

In planning for the obligations contemplated herein, only projects that are currently underway and in need of debt financing to complete funding have been included. In each instance, the use of debt financing was anticipated and planned for.

Preparation of the disclosure statement (often referred to as the Preliminary Official Statement or POS) will be coordinated by the Financial Advisor with direction and input from the University's administration, Bond Counsel, and the State Bond Advisor (i.e., the financing team). The POS will be submitted to the appropriate oversight organizations for review and approval prior to its issuance, will set forth the rating assigned to the University of Oklahoma Limited and Special Obligations, Series 2016BC, and the plan of financing, and will be provided to investors to assist in their making an investment decision.

The obligations contemplated herein will be secured by a pledge of all lawfully available sources of revenue other than (i) revenues appropriated by the Legislature from tax receipts and (ii) funds whose purpose has been restricted by donors, grantors or payors thereof to a purpose inconsistent with the payment of debt obligations. Underlying the issuance of the

obligations, the University's Administration will comply fully with the Board of Regents "Debt Policy", meaning that the obligations will be supported by an achievable financial plan that includes servicing the debt, meeting any new or increased operating costs, and maintaining an acceptable debt service coverage ratio.

AGENDA ITEM 7

ISSUE: GENERAL REVENUE REFUNDING BONDS – NC

ACTION PROPOSED:

President Boren recommends the Board of Regents:

- I. Authorize and approve the issuance on a taxable and/or tax-exempt basis in one or more series of the University of Oklahoma limited and special obligations in an amount sufficient to refund the General Revenue Bonds, Series 2007A, Series 2007B, Series 2007C, and Series 2007D, in addition to the amounts needed for the proposed refundings, to provide sufficient funds to fund any related costs of issuance, underwriters' discounts, reserve funds, bond insurance, net premiums/original issue discounts, and any other necessary and related expenditures associated with the issuance;
- II. Authorize and approve the borrowing of funds for the purpose of issuing the above mentioned obligations on a taxable or tax-exempt basis in one or more series, paying normal costs of issuance related thereto, providing for bond insurance if necessary, capitalized interest, and any related reserves or costs;
- III. Authorize and approve Resolutions and/or Supplemental Resolutions dated as of this date authorizing the form of the financing documents related thereto, including, but not limited to, a Resolution and/or Supplemental Resolution, a Bond Indenture, a Trust Agreement, a Bond Purchase Agreement, a Continuing Disclosure Agreement, a Preliminary Official Statement and an Official Statement;
- IV. Approve and authorize the award of the sale of the obligations on either a competitive or negotiated basis based upon the final determination of the financing team and as determined to be in the best financial interest of The University of Oklahoma and authorizing the Executive Vice President and Vice President for Administration and Finance, and the Associate Vice President for Administration and Finance and Chief Financial Officer of the University of Oklahoma – Norman Campus to do all things necessary to consummate the transaction contemplated herein including, but not limited to, execution and delivery of any and all closing documents;
- V. Authorize the Chairman, Vice-Chairman, and Executive Secretary of the Board of Regents of The University of Oklahoma to execute and deliver all necessary financing documents and related closing documents required by Bond Counsel; and,
- VI. Authorize the officers of The University of Oklahoma to execute any closing documents required by Bond Counsel and to take any further action required to consummate the transaction contemplated herein.

BACKGROUND AND/OR RATIONALE:

The University’s administration is seeking approval to refund the General Revenue Bonds (GRB), Series 2007A, Series 2007B, Series 2007C, and Series 2007D for economic savings. The size of the Refunding Bonds and actual savings are subject to market conditions at the time of refunding. At this time, the Refunding Bonds are expected to be issued in an approximate par amount of \$70 million and generate gross and present value savings of \$16.7 million and \$13.0 million, respectively.

Bond Issue	Gross Savings	Average Annual Savings	Present Value (PV) Savings	PV Savings as a % of Refunded Principal
GRB Series 2007A	\$5,316,041	\$253,145	\$4,046,773	15.106%
GRB Series 2007B	459,119	76,520	445,842	9.193%
GRB Series 2007C	9,395,744	427,079	7,025,292	20.290%
GRB Series 2007D	<u>1,539,541</u>	<u>171,060</u>	<u>1,446,042</u>	14.282%
	<u><u>\$16,710,445</u></u>	<u><u>\$927,804</u></u>	<u><u>\$12,963,949</u></u>	

Preparation of the disclosure statement (often referred to as the Preliminary Official Statement or POS) will be coordinated by the Financial Advisor with direction and input from the University’s administration, Bond Counsel, and the State Bond Advisor (i.e., the financing team). The POS will be submitted to the appropriate oversight organizations for review and approval prior to its issuance. It will set forth the rating assigned to the University of Oklahoma Limited and Special Obligations, Series 2016BC, and the plan of financing, and will be provided to investors to assist in their making investment decisions.

The obligations contemplated herein will be secured by a pledge of all lawfully available sources of revenue other than (i) revenues appropriated by the Legislature from tax receipts and (ii) funds whose purpose has been restricted by donors, grantors or payors thereof to a purpose inconsistent with the payment of debt obligations. Underlying the issuance of the obligations, the University’s Administration will comply fully with the Board of Regents “Debt Policy”, meaning that the obligations will be supported by an achievable financial plan that includes servicing the debt, meeting any new or increased operating costs, and maintaining an acceptable debt service coverage ratio.

AGENDA ITEM 8

ISSUE: BIZZELL MEMORIAL LIBRARY, NEUSTADT WING LOWER LEVEL 2 RENOVATION – NC

ACTION PROPOSED:

President Boren recommends the Board of Regents:

- I. Authorize the University administration to contract and make payments not to exceed the revised cumulative amount of \$6,000,000 for construction of the Bizzell Memorial Library, Neustadt Wing Lower Level 2 Renovation; and
- II. Recognize and acknowledge that the University may incur certain costs relative to the above project prior to receipt of bond proceeds and, to the extent the University utilizes currently available funds for said costs, it is intended that bond proceeds will be utilized to reimburse those outlays.

BACKGROUND AND/OR RATIONALE:

At the June 2015 meeting, the Board of Regents approved the Bizzell Memorial Library, Neustadt Wing Lower Level 2 Renovation project. At the December 2015 meeting, the Board ranked Manhattan Construction Company of Oklahoma City first among construction management firms considered to provide construction services for this and other University Libraries projects. At the June 2016 meeting, the Board of Regents approved the design development documents.

Construction documents are being finalized; it now is proposed that the Board authorize total expenditures of \$6,000,000 in funds budgeted for cost of construction.

Project funding has been identified, is available, and budgeted from departmental funds, general revenue bond proceeds, Section 13/New College distributions, and private gifts.

AGENDA ITEM 9

ISSUE: PHYSICS AND ASTRONOMY FACILITIES – NC

ACTION PROPOSED:

President Boren recommends the Board of Regents:

- I. Approve a guaranteed maximum price of \$30,500,000 for construction of the Physics and Astronomy Facilities; and
- II. Recognize and acknowledge that the University may incur certain costs relative to the above project prior to receipt of bond proceeds and, to the extent the University utilizes currently available funds for said costs, it is intended that bond proceeds will be utilized to reimburse those outlays.

BACKGROUND AND/OR RATIONALE:

At the May 2015 meeting, the Board of Regents approved the Physics and Astronomy Facilities project as a part of the comprehensive Campus Master Plan of Capital Improvements Projects for the Norman Campus. At the June 2015 meeting, the Board ranked Flintco, LLC first among construction management firms considered to provide construction services for the project. At the March 2016 meeting, the Board of Regents approved the design development documents. The project will provide approximately 54,000 square feet of space for new research facilities to replace obsolete laboratories and laboratory support spaces in Nielsen Hall. The building will be located on the current site of Gittinger Hall just south of Nielsen Hall.

The project architects, Miles Associates, have provided 90% construction documents. Flintco Constructive Solutions (the CM) has assisted in expediting the project and organizing the project construction sequence, and has provided a guaranteed maximum price proposal for construction. A guaranteed maximum price of \$30,500,000 is proposed. This price includes the cost of construction work; the cost of the CM's direct project management services; the CM's fee, bonds and project-related insurance; and an owner's contingency.

Funding for the project has been identified and is available from private sources and future general revenue bond proceeds.

AGENDA ITEM 10

ISSUE: STORM-HARDENED SHELTERS – NC

ACTION PROPOSED:

President Boren recommends the Board of Regents:

- I. Approve an additional \$500,000 for a revised project budget of \$14,500,000 for Storm-Hardened Shelters (Projects 1 and 2);
- II. Authorize the University administration to contract and make payments not to exceed the cumulative amount from \$7,400,000 to \$7,900,000 (which accounts for the above \$500,000) for construction of the Storm-Hardened Shelters, Project 2, located at Couch Center and Walker Center; and
- III. Recognize and acknowledge that the University may incur certain costs relative to the above project prior to receipt of bond proceeds and, to the extent the University utilizes currently available funds for said costs, it is intended that bond proceeds will be utilized to reimburse those outlays.

BACKGROUND AND/OR RATIONALE:

At the May 2014 meeting, the Board of Regents approved the Storm-Hardened Shelters project as a part of the comprehensive Campus Master Plan of Capital Improvement Projects for the Norman Campus. Multiple shelters are being constructed to provide storm refuge for residents of the University's student housing facilities. Project 1, encompassing three above-ground shelters for residents of apartments at Traditions Square-East, Traditions Square-West and Kraettli, has been completed. Project 2 will construct two above-ground shelters adjacent to Couch Center and Walker Center. At the March 2015 meeting, the Board ranked Manhattan Construction Company highest among firms considered to provide construction management services for Project 2. At the June 2015 meeting the Board approved design for Project 2. At the December 2015 meeting the Board approved a revised project budget of \$14,000,000 and \$7,400,000 for cost of construction of Project 2.

Construction documents for Project 2 are complete. Due to unforeseen site conditions, it is proposed that the Board authorize the expenditure of \$7,900,000 in funds budgeted for the cost of construction of Project 2.

The estimated total project cost for the Storm-Hardened Shelters Projects 1 and 2 is \$14,500,000. Funding has been identified, is available and budgeted from Series 2015A General Revenue Bond proceeds and discretionary funds.

AGENDA ITEM 11

**ISSUE: LLOYD NOBLE CENTER STRENGTH TRAINING AND
PERFORMANCE CENTER ADDITION – NC**

ACTION PROPOSED:

President Boren recommends the Board of Regents authorize the University administration to contract and make payments not to exceed \$6,000,000 for construction of the Lloyd Noble Center Strength Training and Performance Center Addition project.

BACKGROUND AND/OR RATIONALE:

At the May 2015 meeting, the Board of Regents approved design development plans for the Lloyd Noble Center Strength Training and Performance Center Addition. Since that time a vigorous project design effort has been underway resulting in a revised design development plan for the project. At the June 2016 meeting, the Board of Regents approved the revised plans which will provide for an approximately 17,600 gross square foot single building addition to the south of the existing two practice court gymnasiums used by the men's and women's basketball programs. This redesign will provide significantly improved strength training facilities for both basketball programs as well as for student-athletes competing in other OU athletics programs. As a part of the project, space for a Performance Center also will be constructed to provide for performance equipment, testing and assessment to help student-athletes improve overall athletic performance.

Construction documents are being finalized; it is proposed that the Board authorize total expenditures of \$6,000,000 in funds budgeted for cost of construction.

The estimated total project cost for the Lloyd Noble Center Strength Training and Performance Center Addition is \$7,000,000 which was approved at the May 2016 Board of Regents meeting. Project funding has been identified, is available and budgeted from private donations and Athletics funds.

AGENDA ITEM 12

ISSUE: NAMING GOLF TEAM PRACTICE FACILITY AND RENAMING PAR DRIVE – NC

ACTION PROPOSED:

President Boren recommends the Board of Regents approve the naming of the New Golf Team Practice Facility as The Ransom Short Course and the change of Par Drive to Ransom Drive in recognition of the generosity of Jerry Ransom and his family including their recent \$2.75 million gift to the project in accordance with Board of Regents Policy 7.3.2.

BACKGROUND AND/OR RATIONALE:

At the December 2015 meeting of the Board of Regents, the Board authorized the University administration to contract and make payments not to exceed the cumulative amount of \$5,500,000 for construction of the Golf Team Practice Facility and Course Improvements project. Construction is under way for elements of the Course Improvements and is set to commence for the Golf Team portions of the approved projects. The project includes renovation of holes 9, 10 and 11, and the hole 12 tee box; construction of a four-hole team training ground and team tee and short game practice areas for the OU Men's and Women's Golf Programs; renovation of the south practice area; and driving range improvements. A new entrance to the Golf Club will be created, with the entrance drive relocated approximately 525 feet to the east of its current location.

The new team training facility includes a four-hole short course sitting on 11 acres located directly west of the new entrance drive. This four-hole area will give our OU Men's and Women's Golf Teams the ability to emulate shots using all clubs. Multiple bunkers will protect the four (4) greens. Each green will have a different style, allowing players to prepare for any type of course they may play. The greens will also be shallow so that the golfers can improve their distance control. The short course and training grounds will provide unique training and performance opportunities for all current and future student athletes of the Men's and Women's Golf Programs.

Jerry Ransom, a 1966 University of Oklahoma engineering physics graduate, made a \$2.75 million gift to the OU Foundation for construction of the four-hole team grounds and short game practice area and the new entrance drive to the Golf Club. Ransom, a native of Buffalo, Oklahoma and a member of OU's Chip-In Club, played his very first round of golf on OU's course as a college senior and went on to become an accomplished golfer in amateur and USGA qualifying events in Texas. After discussions with OU Vice President of Intercollegiate Athletics Programs, Joe Castiglione, and Men's Golf Head Coach, Ryan Hybl, Mr. Ransom provided his support and funding for this project. Because of the generous financial support of Jerry Ransom and his family, President Boren recommends that the New Golf Team Practice Facility be named The Ransom Short Course and Par Drive be changed to Ransom Drive in accordance with Board of Regents Policy 7.3.2.

AGENDA ITEM 13

ISSUE: CONCESSION AND CATERING SERVICES FOR ATHLETIC EVENTS – NC

ACTION PROPOSED:

The President recommends the Board of Regents ratify the agreement with Levy Restaurants of Chicago, Illinois, to provide concession and catering services for athletic events, for the eleven-month period beginning August 1, 2016, with the University's option to renew each July 1 for seven additional one-year periods.

BACKGROUND AND/OR RATIONALE:

Board of Regents' policy requires that each document involving annual revenues of \$250,000 or more shall be submitted to the Board of Regents for ratification.

This item submits for the Board's ratification the University's agreement with Levy Restaurants of Chicago, Illinois for concession and catering services for athletic events. The overall term of the agreement is eight years. The agreement's first term began August 1, 2016 and ends June 30, 2017. The University then has the option to renew each July 1 for seven additional one-year periods.

The agreement was arrived at through the University's prescribed competitive process. In response to a competitive solicitation the following proposals were received:

Aramark	Philadelphia, Pennsylvania
Levy Restaurants	Chicago, Illinois

The evaluation committee comprised the following individuals:

Michael Alford, Senior Associate Athletic Direct, Athletics Department
Brandon Hall, Director of Business Operations, Athletics Department
Luther Lee, Senior Associate Athletics Director/CFO, Athletics Department
Burr Millsap, Associate Vice President, Administration & Finance
Larry Naifeh, Executive Associate Director, Athletics Department

Evaluation criteria were meeting the solicitation's specifications and financial proposal.

Both respondents are reputable enterprises and submitted proposals that met specifications. The financial proposal submitted by Levy Restaurants was the better offering. Upon subsequent successful negotiation with Levy Restaurants, the University communicated notice of award on August 1, 2016.

Salient terms of the agreement are: (1) capital investment of \$3.5 million, (2) annual commission [\$1 million guaranteed] on general concession sales at the rate of 45% up to \$2.5 million and then 57% on the increment above, (3) bonus commission at the rate of 25% when cumulative concessions sales reach \$34 million, (4) Sooner Scholarship fund of \$300,000, and (5) \$50,000 in annual in-kind catering.

AGENDA ITEM 14

**ISSUE: MEDICAL, DENTAL, LIFE AND DISABILITY BENEFIT PLANS
– ALL**

ACTION PROPOSED:

President Boren recommends the Board of Regents authorize the President or his designee to award contracts as follows:

- I. To Cigna of Bloomfield, Connecticut, the bidder providing best value, to serve as the University's third-party administrator, network provider and pharmacy benefit manager for the self-funded medical benefits programs for active employees, pre-65 retirees, and COBRA-qualified beneficiaries for the one-year period beginning January 1, 2017, with the option to renew for two additional one-year periods;
- II. To Blue Cross Blue Shield of Oklahoma of Tulsa, Oklahoma, the bidder providing best value, for self-insured medical and fully-insured pharmacy benefits programs for Medicare-eligible retirees for the one-year period beginning January 1, 2017, with the option to renew for two additional one-year periods;
- III. To Delta Dental of Oklahoma City, Oklahoma, the bidder providing best value, to administer a self-funded dental benefit program for employees, retirees and COBRA-qualified beneficiaries for the one-year period beginning January 1, 2017, with the option to renew for two additional one-year periods; and
- IV. To Lincoln Financial of Omaha, Nebraska, the bidder providing best value, for life insurance and disability insurance for active employees, retirees, and eligible dependents for the one-year period beginning January 1, 2017, with the option to renew for two additional one-year periods.

BACKGROUND AND/OR RATIONALE:

The University sponsors various health and welfare benefit programs for the benefit of its eligible employees and retirees. A request for proposal (RFP) for employee and retiree medical, dental, and life insurance benefits for calendar year 2017 was issued in July 2016. An evaluation committee composed of members from the Employee Benefits Committee, Human Resources, and campus governance groups reviewed proposals submitted by interested providers. The evaluation committee was assisted in its review by the University's fringe benefit consultants from Willis Towers Watson (Willis).

Insurance providers were asked to submit proposals that mirror the current medical, dental, and life insurance plans to provide an opportunity for direct comparison with the current plan prior to making an award recommendation.

In response to the competitive solicitation, the following firms responded:

Aetna Health, Inc. of Oklahoma	Dallas, Texas
Blue Cross Blue Shield of Oklahoma	Tulsa, Oklahoma
Cigna	Bloomfield, Connecticut
Dearborn National	Downers Grove, Illinois
Delta Dental	Oklahoma City

Healthcare Highways
Health SCOPE
Lincoln Financial
MAXCARE RX
Meritain Health
METLIFE
STANDARD
United Healthcare
WebTPA

Colony, Texas
Little Rock, Arkansas
Omaha, Nebraska
Oklahoma City, Oklahoma
Minneapolis, Minnesota
El Paso, Texas
Portland, Oregon
Richardson, Texas
Oklahoma City, Oklahoma

An evaluation committee comprising the following individuals rated the responses:

Nathan Baird, Purchasing
Warren Churchill, Business Manager, OUHSC College of Surgery
Don Clothier, Chair, Employee Benefits Committee
Angela Hawpe, Director, Human Resources – OUHSC
Randall Hewes, Interim Dean, OU Graduate College
Julius Hilburn, Senior Advisor, Human Resources
Sue-Anna Miller, Administrator, OU Facilities Management
Renda Passek, OU Retiree Association
Breion Rollins, Assistant Director Benefits Planning and Analysis
William Wayne, Associate Vice-President, Goddard Health Center

The evaluation criteria for the medical plan were financial competitiveness, network capabilities, disease management and wellness, and account management/customer service. Proposals from Aetna, Health SCOPE, and Meritain Health did not meet the University's specific needs and, therefore, were excluded from the final evaluation process.

The results of the evaluation were as follows:

(Ratings 1-10, 10 being best)

Medical & Health Management RFP Vendor Master Scorecard						
Medical	Third Party Administrator Network Provider	% Weight	Blue Cross Blue Cross Prime	Cigna Cigna Cigna	UHC UHC OptumRX	Web TPA Healthcare Highways MaxCare Rx
	Pharmacy Benefit Manager (PBM)					
	Financial Competitiveness Performance Guarantees Clinical/Health Management	50%	5	9	7	4
	Network Capabilities - Provider Access/ Disruption	30%	9	8	7	6
	Disease Management/Wellness	10%	5	10	7	6
	Account Management Team/ Customer Service Member Experience Engagement Technology History & Experience with Higher Education References	10%	7	8	7	6
Total	100%	6.6	8.7	7.0	4.8	

The evaluation criteria for the retiree medical plan were financial competitiveness, network capabilities, disease management and wellness, and account management/customer service. Proposals from Aetna and Cigna did not meet the University's specific needs and, therefore, were excluded from the final evaluation process.

After finalist interviews by the Evaluation Committee, proposals from United Healthcare and WebTPA were determined to not adequately mirror the current retiree medical plan design or provide alternatives that would avoid disruption in coverage for retirees. Renewal with the current provider, Blue Cross Blue Shield of Oklahoma, is recommended.

The evaluation criteria for the dental plan were financial competitiveness, network capabilities (provider access/disruption), and account management team/customer service. Proposals from Aetna, Health SCOPE, Lincoln Financial, Blue Cross Blue Shield, MetLife, The Standard, and WebTPA, did not meet the University's specific needs and, therefore, were excluded from the final evaluation process.

The results of the evaluation were as follows:

(Ratings 1-10, 10 being best)

Dental RFP Vendor Master Scorecard						
		% Weight	Delta Dental	Blue Cross	Cigna	United Healthcare
Dental	Financial Competitiveness Performance Guarantees	60%	7	7	8	7
	Network Capabilities - Provider Access/ Disruption	30%	10	8	8	7
	Account Management Team/ Customer Service History & Experience in Higher Education References	10%	9	7	8	7
	Total	100%	8.1	7.4	8.0	7.0

The evaluation criteria for the life and disability plans were financial competitiveness, duplication of the existing contract, and account management/customer service. Proposals from Aetna, Cigna, MetLife, and United Healthcare did not meet the University's specific needs and, therefore, were excluded from the final evaluation process.

The results of the evaluation were as follows:

(Ratings 1-10, 10 being best)

Life & Disability RFP Vendor Master Scorecard					
		% Weight	Standard	Dearborn	Lincoln Financial
Life & Disability	Financial Competitiveness Performance Guarantees	60%	8	7	9
	Duplication of Contract	30%	9	8	9
	Account Management Team / Customer Service History & Experience in Higher Education References	10%	9	8	9
	Total	100%	8.2	7.6	9.0

The evaluation committee determined that awards to Cigna for active employee medical plans, Blue Cross Blue Shield of Oklahoma for retiree medical plans, Delta Dental for active and retiree dental plans, and Lincoln Financial for life and disability plans represent the best value to the University.

At this time, University and employee costs have not been determined. A table of monthly rates will be presented to the Board of Regents at the October 2016 meeting.

Funding has been identified, is available and budgeted in the form of annual Sooner Credits to employees and in the accounts for post-retirement health care.

AGENDA ITEM 15

ISSUE: AMENDMENTS TO UNIVERSITY OF OKLAHOMA OPTIONAL RETIREMENT PLAN TO CONFORM TO IRS REQUIREMENTS

ACTION PROPOSED:

President Boren recommends the Board of Regents approve amendments to the University of Oklahoma Optional Retirement Plan to conform with certain changes requested by the Internal Revenue Service in connection with a Private Letter Ruling Request filed by the University and authorize the President to execute such amendment to the Plan.

BACKGROUND AND/OR RATIONALE:

Effective July 1, 2004, the Oklahoma Legislature enacted the Alternate Retirement Plan for Comprehensive Universities Act (the “Act”), which authorizes the establishment of alternate retirement plans for certain eligible employees and electing employees of the comprehensive universities in the State of Oklahoma. Participation in an alternative retirement plan would be an alternative to an employee’s participation in the Oklahoma Teachers Retirement System (“OTRS”). In accordance with the Act, the University established the University of Oklahoma Optional Retirement Plan (the “ORP”) as its alternative plan. In 2005, the University, Oklahoma State University and the Oklahoma Teachers Retirement System filed a private letter ruling request with the Internal Revenue Service (the “IRS”) in order to confirm certain tax implications of the provisions of the Act and the alternative retirement plans established by the universities.

Due to the lack of formal positions on certain tax issues, the IRS has pended the issuance of a private letter ruling. However, the IRS has recently indicated that the obstacles to finally resolving the request could be removed if the ORP was amended to (i) prospectively reduce the election period for new employees from 90 days to 30 days, and (ii) eliminate ORP provisions which have been inactive and subject to IRS approval regarding an OTRS participant’s ability to elect out of OTRS and into participation in the ORP. These issues are still under discussion with the IRS, but in the interest of resolving the issues as quickly as possible, it is recommended that the Board of Regents authorize the President and his designees to execute an amendment to the ORP which would address the requested changes from the IRS.

AGENDA ITEM 16

ISSUE: GROUND LEASE – NC

ACTION PROPOSED:

President Boren recommends the Board of Regents authorize the President or his designee to negotiate and enter into a ground lease, subject to Legal Counsel review, to lease to Provident Resources Group Inc. of Baton Rouge, Louisiana, approximately five acres of University land for the purposes of owning, developing and operating an office building for the benefit of students, faculty, and staff; and to report the results back to the Board at the earliest opportunity.

BACKGROUND AND/OR RATIONALE:

This item relates to University Administration's progress toward the development of selected parcels on the Norman campus with the intent of enhancing the overall student experience as well as optimizing the value of University assets.

At its March 28, 2012 meeting, the Board of Regents authorized the President or his designee with the review of University Legal Counsel, to negotiate and execute agreement(s) engaging outside real estate consultant(s) to assist the University in (1) the evaluation and valuation of current and potential future properties relevant to the Norman, Health Sciences Center, and Tulsa Schusterman Center campuses and (2) planning for the most efficient use of those properties for the University's benefit.

At its March 8, 2016 meeting University Administration reported to the Board that it was entering into negotiations to engage the services of Kennedy Consulting Team to assist the University with its plans; that it will ensure that associated fees are in line with the prevailing market; that it will ensure that funding is properly identified, sufficient, and available; and that it will report associated expenditures to the Board in accordance with governing policy. Those negotiations and the resulting award have been completed.

At its June 21, 2016 meeting, the Board of Regents authorized the President or his designee to negotiate and enter into a ground lease, subject to Legal Counsel review, to lease to Provident Resources Group Inc. of Baton Rouge, Louisiana, approximately 20 acres of University land known as the Cross Center complex for the purposes of owning, developing and operating certain real and personal assets that will be created for the benefit of students, faculty, and staff.

At this time the University Administration is exploring the redevelopment of a site south of the Softball Complex, which is bordered by Wadsack (north, west, and south) and Jenkins Avenue (east). The site is partially undeveloped, but does potentially include a portion of the Kraettli Apartments, which were built in the early 1960s and are nearing the end of their useful life. In conjunction with the Provident Resources Group, the Administration hopes to develop a shared services oriented office building to house departments 1) displaced by the Cross Center redevelopment and 2) relocated from the Main Campus.

By this item University Administration requests authorization to enter into a ground lease with Provident Resources Group Inc. of Baton Rouge, Louisiana, encompassing approximately five acres of University land for the purposes of owning, developing, and operating an office building benefiting students, faculty, and staff.

AGENDA ITEM 17

ISSUE: ACQUISITION AND SALE OF PROPERTY, 510 FLEETWOOD DRIVE – NC

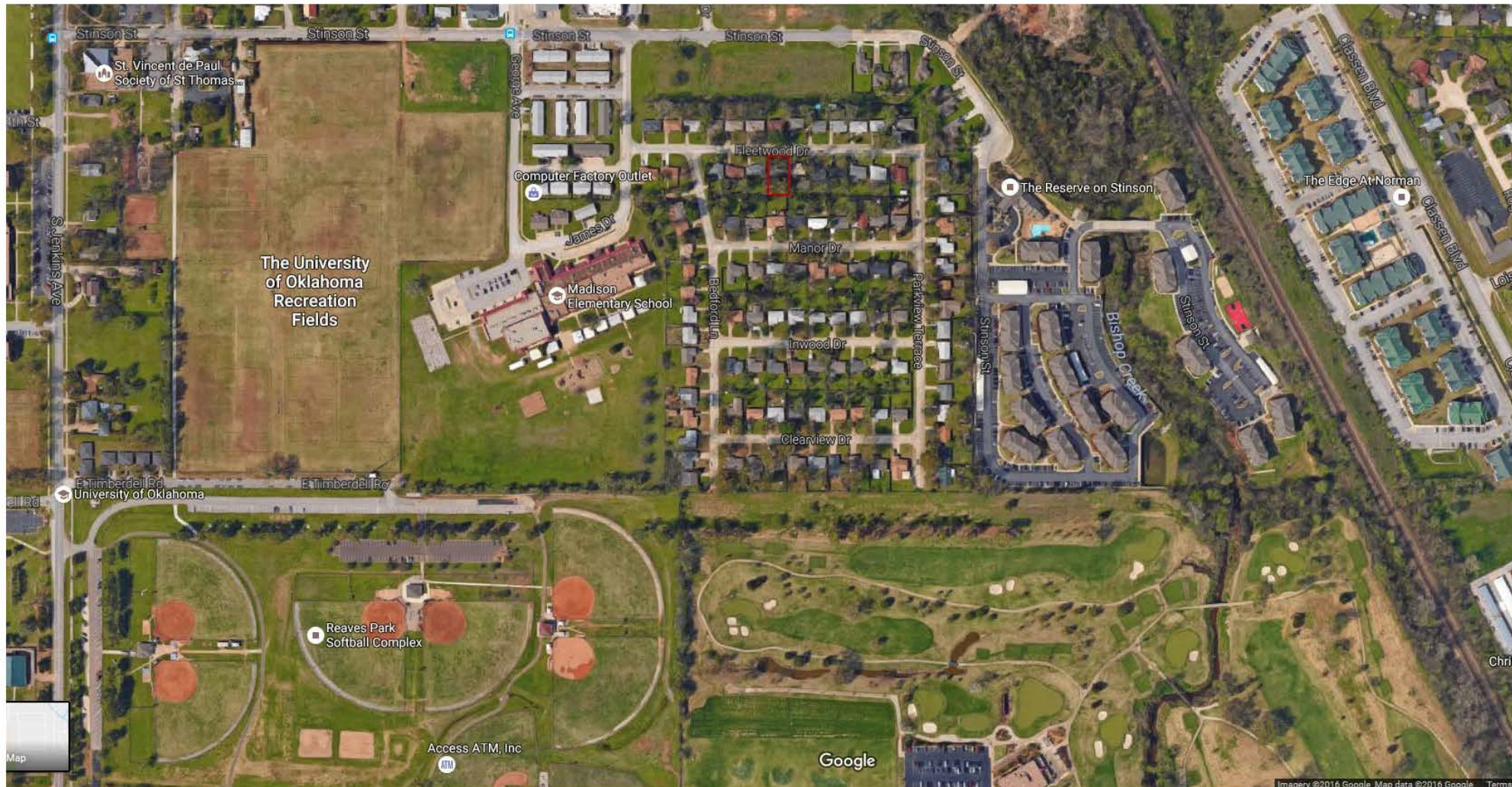
ACTION PROPOSED:

President Boren recommends the Board of Regents authorize the University administration to acquire property located at 510 Fleetwood Drive, Cleveland County, Norman. An executive session pursuant to Section 307B.3. of the Open Meeting Act may be proposed.

BACKGROUND AND/OR RATIONALE:

The University administration recommends that it be authorized to pursue acquisition of the property listed above. The location of the property is in close proximity with other University property, which makes it a strategic and desirable acquisition.

The University has a contract for purchase contingent upon approval by the Board of Regents. The purchase price is supported by an independent third party appraisal, and the proposed acquisition complies with Regents' policy. Both the purchase contract and appraisal are on file in the Board of Regents' Office.



510 Fleetwood Drive

AGENDA ITEM 18

ISSUE: ACQUISITION AND SALE OF PROPERTY, 1412 GEORGE AVENUE – NC

ACTION PROPOSED:

President Boren recommends the Board of Regents authorize the University administration to acquire property located at 1412 George Avenue, Cleveland County, Norman. An executive session pursuant to Section 307B.3. of the Open Meeting Act may be proposed.

BACKGROUND AND/OR RATIONALE:

The University administration recommends that it be authorized to pursue acquisition of the property listed above. The location of the property is in close proximity with other University property, which makes it a strategic and desirable acquisition.

The University has a contract for purchase contingent upon approval by the Board of Regents. The purchase price is supported by an independent third party appraisal, and the proposed acquisition complies with Regents' policy. Both the purchase contract and appraisal are on file in the Board of Regents' Office.



1412 George Avenue

AGENDA ITEM 19

ISSUE: ACQUISITION AND SALE OF PROPERTY, 1327 LINCOLN AVENUE – NC

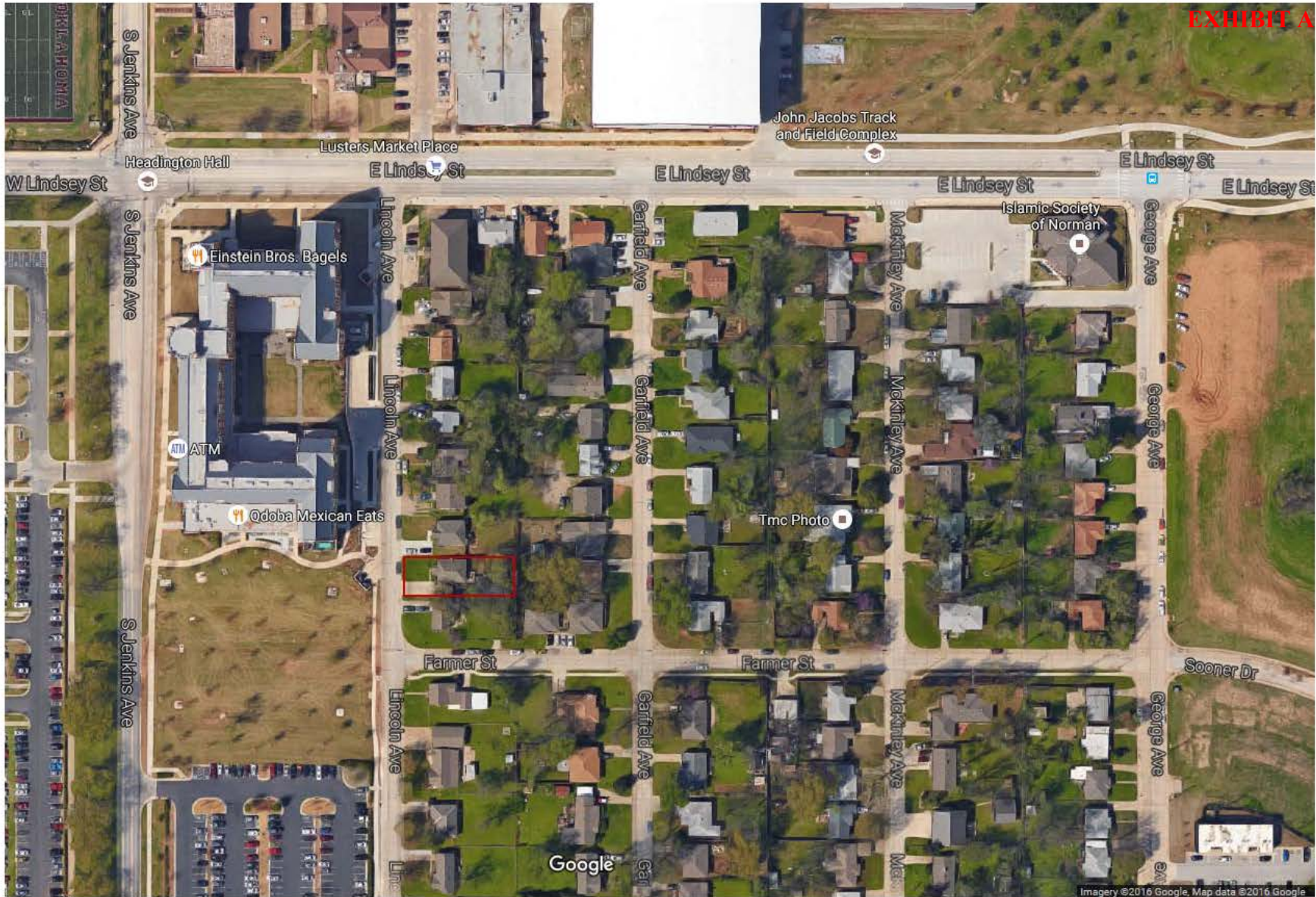
ACTION PROPOSED:

President Boren recommends the Board of Regents authorize the University administration to acquire property located at 1327 Lincoln Avenue, Cleveland County, Norman. An executive session pursuant to Section 307B.3. of the Open Meeting Act may be proposed.

BACKGROUND AND/OR RATIONALE:

The University administration recommends that it be authorized to pursue acquisition of the property listed above. The location of the property is in close proximity with other University property, which makes it a strategic and desirable acquisition.

The University has a contract for purchase contingent upon approval by the Board of Regents. The purchase price is supported by an independent third party appraisal, and the proposed acquisition complies with Regents' policy. Both the purchase contract and appraisal are on file in the Board of Regents' Office.



1327 Lincoln Avenue

AGENDA ITEM 20

ISSUE: ACADEMIC PERSONNEL ACTIONS – NC & HSC

ACTION PROPOSED:

President Boren recommends the Board of Regents approve the academic personnel actions shown below. An executive session pursuant to Section 307B.1 of the Open Meeting Act may be proposed.

Health Sciences Center:

LEAVE(S) OF ABSENCE:

Martin, Kimberly C., Assistant Professor of Pediatrics, Tulsa, return from leave of absence with pay, August 1, 2016.

SABBATICAL LEAVE(S) OF ABSENCE:

Peck, Jennifer, Associate Professor of Biostatistics and Epidemiology, sabbatical leave of absence, with full pay, July 1, 2017 through December 31, 2017. To enhance her research and teaching program in reproductive and perinatal epidemiology, specifically in the area of lactation research. Activities include networking and collaboration with breastfeeding clinical experts, education and training, generation of publications focused on identification of risk factors for sub-optimal breastfeeding outcomes based on secondary analysis of existing data, and submission of federal grant applications. Faculty appointment: 08/31/2004. No previous leaves taken. Teaching responsibilities will be covered by faculty in the department if needed.

NEW APPOINTMENT(S):

Allard, Felicia Dawn, M.D., Assistant Professor of Pathology, annualized rate of \$60,000 for 12 months, September 5, 2016 through June 30, 2017. University base \$50,000. New consecutive term appointment

Banks, Ronald E., D.V.M., Associate Professor of Research, Department of Pathology, and Director of Comparative Medicine, annualized rate of \$190,000 for 12 months, July 29, 2016 through June 30, 2017.

Bolkhir, Ahmed, M.D., Assistant Professor of Medicine, annualized rate of \$90,000 for 12 months, August 15, 2016 through June 30, 2017. University base \$60,000. New consecutive term appointment

Cameron, David C., M.D., Instructor in Obstetrics and Gynecology, Tulsa, annualized rate of \$60,000 for 12 months, September 1, 2016 through June 30, 2017. University base \$40,000

Chesnut, Jennifer, D.O., Instructor in Anesthesiology, annualized rate of \$60,000 for 12 months, July 1, 2016 through June 30, 2017. Changing from Resident to Faculty

Elwell, Victoria L.N., M.D., Assistant Professor of Anesthesiology, annualized rate of \$65,000 for 12 months, August 15, 2016 through June 30, 2017. New consecutive term appointment. Changing from Resident to Faculty

Fischer, Laura E., M.D., Assistant Professor of Surgery, annualized rate of \$60,000 for 12 months, October 1, 2016 through June 30, 2017. New consecutive term appointment

Gawargi, Mariam M., D.M.D., Clinical Assistant Professor of Dental Services Administration and Clinical Assistant Professor of Prosthodontics, annualized rate of \$85,000 for 12 months, August 21, 2016 through June 30, 2017.

Giessmann, Tonya Jane, Clinical Assistant Professor of Family and Community Medicine, Tulsa, annualized rate of \$60,000 for 12 months, 0.60 time, July 18, 2016 through June 30, 2017. University base \$24,000

Hughes, Rebecca A., D.D.S., Clinical Assistant Professor of Prosthodontics, annualized rate of \$85,000 for 12 months, August 15, 2016 through June 30, 2017.

Hunter, Jennifer Blake, D.D.S., Clinical Assistant Professor of Comprehensive Care and Group Practice Director, annualized rate of \$70,000 for 12 months, August 18, 2016 through June 30, 2017. University base \$60,000

Johnson, Jeremy J., M.D., Assistant Professor of Surgery, annualized rate of \$60,000 for 12 months, July 25, 2016 through June 30, 2017. New consecutive term appointment

Kuzminski, Samuel Joseph, M.D., Assistant Professor of Radiological Sciences, annualized rate of \$60,000 for 12 months, July 11, 2016 through June 30, 2017. New consecutive term appointment

Lambert, Tammy Lynn Thompson, PharmD, Ph.D., Clinical Assistant Professor of Pharmacy Clinical and Administrative Sciences, annualized rate of \$96,000 for 12 months, July 24, 2016 through June 30, 2017. Changing from Fellow to Faculty

Loper, Tracy Shawn, M.D., Assistant Professor of Psychiatry, Tulsa, annualized rate of \$90,000 for 12 months, July 1, 2016 through June 30, 2017. University base \$40,000. New consecutive term appointment

Martinez, Sydney A., Ph.D., Assistant Professor of Research, Department of Biostatistics and Epidemiology, annualized rate of \$80,000 for 12 months, July 1, 2016 through June 30, 2017. Changing from staff to faculty

McDougall, Hugh M., Ph.D., D.D.S., Clinical Assistant Professor of Dental Services Administration, annualized rate of \$30,000 for 12 months, 0.30 time, August 1, 2016 through June 30, 2017.

Mickel, Natasha Marie, Ph.D., Adjunct Assistant Professor of Health Sciences Library and Information Management, and Assistant Director of Faculty Development, annualized rate of \$75,000 for 12 months, July 1, 2016 through June 30, 2017.

Nollin, Zachary M., D.O., Instructor in Surgery, Tulsa, annualized rate of \$60,000 for 12 months, July 31, 2016 through June 30, 2017.

Ozcan, Mukadder, M.D., Instructor in Anesthesiology, annualized rate of \$60,000 for 12 months, July 1, 2016 through June 30, 2017. Changing from Resident to Faculty. Nepotism management plan

Pareek, Vipul Gaurishankar, M.D., Assistant Professor of Medicine, annualized rate of \$60,000 for 12 months, July 18, 2016 through June 30, 2017. New consecutive term appointment

Patel, Montu J., M.D., Assistant Professor of Radiological Sciences, annualized rate of \$60,000 for 12 months, July 25, 2016 through June 30, 2017. New consecutive term appointment

Price, Jameca R., M.D., Assistant Professor of Obstetrics and Gynecology, Tulsa, and The George Kaiser Family Foundation Chair in Obstetrics and Gynecology, annualized rate of \$72,000 for 12 months, August 1, 2016 through June 30, 2017. New consecutive term appointment

Regmi, Narottam, M.D., Assistant Professor of Internal Medicine, Tulsa, annualized rate of \$65,000 for 12 months, September 30, 2016 through June 30, 2017. University base \$40,000. New consecutive term appointment

Restuccia, Gabriela, D.D.S, Clinical Assistant Professor of Orthodontics, annualized rate of \$26,000 for 12 months, 0.20 time, July 15, 2016 through June 30, 2017.

Sathyaseelan, Deepa S., Ph.D., Assistant Professor of Research, Department of Geriatrics, annualized rate of \$65,000 for 12 months, August 15, 2016 through June 30, 2017.

Saucedo, Scott, M.D., Assistant Professor of Neurology, annualized rate of \$65,000 for 12 months, July 11, 2016 through June 30, 2017. New consecutive term appointment

Shibib, Dena R., D.O., Assistant Professor of Pathology, annualized rate of \$50,000 for 12 months, July 26, 2016 through June 30, 2017. University base \$40,000. New consecutive term appointment

Silva Palacios, Federico Juan Ernesto, M.D., Assistant Professor of Medicine, annualized rate of \$60,000 for 12 months, July 1, 2016 through June 30, 2017. New consecutive term appointment. Changing from Resident to Faculty

Sisk, Joseph, M.D., Assistant Professor of Anesthesiology, annualized rate of \$65,000 for 12 months, July 1, 2016 through June 30, 2017. New consecutive term appointment

Smith, Christopher E., Professor and Chair, Department of Pediatrics, Tulsa, and The Daniel C. Plunket Chair in Pediatrics, annualized rate of \$250,000 for 12 months, October 31, 2016 through June 30, 2017. University base \$100,000. Includes an administrative supplement of \$150,000 while serving as Chair, Department of Pediatrics, Tulsa. New consecutive term appointment

Staudt, Michelle R., Ph.D., Assistant Professor of Health Sciences Library and Information Management, and Assistant Dean for Graduate Education and Research, Graduate College, annualized rate of \$85,000 for 12 months, August 15, 2016 through June 30, 2017. New consecutive term appointment

Stidham, Anna, M.D., Instructor in Radiological Sciences, annualized rate of \$61,597, July 21, 2016 through June 30, 2017.

Swan, Bryan Edward, M.D., Clinical Assistant Professor of Obstetrics and Gynecology, Tulsa, annualized rate of \$30,000 for 12 months, 0.50 time, September 1, 2016 through June 30, 2017. University base \$20,000

Thompson, Joel C., M.D., Assistant Professor of Pediatrics, annualized rate of \$70,000 for 12 months, July 1, 2016 through June 30, 2017. New consecutive term appointment

Watson, Kevin G., M.D., Assistant Professor of Psychiatry and Behavioral Sciences, annualized rate of \$80,000 for 12 months, July 1, 2016 through June 30, 2017. New consecutive term appointment. Changing from Resident to Faculty

Weakley, Jennifer Rae, M.D., Assistant Professor of Family and Community Medicine, Tulsa, annualized rate of \$65,000 for 12 months, August 1, 2016 through June 30, 2017. New consecutive term appointment. Changing from Resident to Faculty

White, Craig A., M.D., Assistant Professor of Radiological Sciences, annualized rate of \$60,000 for 12 months, July 18, 2016 through June 30, 2017. New consecutive term appointment

Yee, Eric U., M.D., Assistant Professor of Pathology, annualized rate of \$60,000 for 12 months, August 29, 2016 through June 30, 2017. New consecutive term appointment

CHANGE(S):

Allen, Karen Suzanne, title changed from Assistant Professor to Clinical Assistant Professor of Medicine, salary changed from annualized rate of \$60,000 for 12 months, to agreed Professional Practice Plan earnings from OUP patient care activity, August 7, 2016 through June 30, 2017.

Anglin, John R., title changed from Assistant Professor of Family and Preventive Medicine to Physician Assistant I, June 26, 2016. Changing from faculty to staff

Azar, Madona Georges, Associate Professor of Medicine, given additional title The Paul H. and Doris Eaton Travis Chair in Endocrinology, July 1, 2016.

Bender, Denise Gaffigan, Associate Professor of Rehabilitation Sciences, given additional title The Jill Pitman Jones Professorship of Physical Therapy, salary changed from annualized rate of \$90,725 for 12 months to annualized rate of \$125,000 for 12 months, September 1, 2016 through June 30, 2017.

Blevins, Steve M., Associate Professor of Medicine and Associate Dean for Medical Education, College of Medicine; given additional title The John Flack Burton, M.D. Professorship of Medical Humanities, July 1, 2016.

Boeckman, Lindsay M., title changed from Instructor in Biostatistics and Epidemiology to Research Biostatistician, July 1, 2016. Changing from faculty to staff

Bouma, Lars O., Clinical Assistant Professor of Prosthodontics, salary changed from annualized rate of \$3,283 for 12 months, 0.05 time, to annualized rate of \$15,000 for 12 months, 0.10 time, July 1, 2016 through June 30, 2017. Change in FTE

Burns, Boyd D., Associate Professor of Emergency Medicine, Tulsa and The George Kaiser Family Foundation Chair in Emergency Medicine, title changed from Interim Chair to Chair of Emergency Medicine, Tulsa; salary changed from annualized rate of \$246,000 for 12 months to annualized rate of \$250,000 for 12 months, August 21, 2016 through June 30, 2017. University base \$100,000. Includes an administrative supplement of \$150,000 while serving as Chair of Emergency Medicine, Tulsa.

Carlile Jr., Paul V., title changed from Professor to Clinical Professor of Medicine, retains title The Barry A. Gray, M.D. Professorship of Pulmonary and Critical Care Medicine; salary changed from annualized rate of \$138,082 for 12 months, full-time, to annualized rate of \$37,889 for 12 months, 0.50 time, July 1, 2016 through June 30, 2017. Change in FTE

Carr, Daniel J., George Lynn Cross Research Professor of Ophthalmology, Professor of Microbiology and Immunology and The Stanton L. Young Endowed Chair in Ophthalmology, salary changed from annualized rate of \$198,371 for 12 months to annualized rate of \$193,371 for 12 months, July 1, 2016 to June 30, 2017. Correction to FY 17 budget. Departmental entry error

Ciro, Carrie Ann, Associate Professor of Rehabilitation Sciences and Adjunct Assistant Professor of Allied Health Sciences, salary changed from annualized rate of \$76,400 for 12 months to annualized rate of \$101,400 for 12 months, August 8, 2016 through June 30, 2017. Includes an administrative supplement of \$25,000 while serving as Program Director for the Transformation in Aging through Occupation Center

Costner-Lark, Amy Christina, Assistant Professor of Nursing, salary changed from annualized rate of \$67,500 for 9 months to annualized rate of \$90,000 for 12 months, July 1, 2016 through June 30, 2017.

Crawford, Pamela, title changed from Instructor to Assistant Professor of Nursing, annualized rate of \$80,768 for 12 months, July 1, 2016 through June 30, 2017. New consecutive term appointment

Drabu, Benazir, title changed from Clinical Assistant Professor to Assistant Professor of Pediatrics, annualized rate of \$70,000 for 12 months, August 1, 2016 through June 30, 2017. University base \$65,000. New consecutive term appointment

Finneran, Denise Andree, Assistant Professor of Communication Sciences and Disorders, given additional title The Nancy Carolyn Gullatt Professorship of Speech Pathology; salary changed from annualized rate \$69,500 for 12 months to annualized rate of \$75,500 for 12 months, June 29, 2016 through June 30, 2017.

Funderburk, Beverly White, Professor of Research, Department of Pediatrics, given additional title Adjunct Professor of Research, Department of Psychiatry and Behavioral Sciences; salary changed from annualized rate of \$69,156 for 12 months, 0.70 time, to annualized rate of \$83,976 for 12 months, 0.85 time, August 7, 2016 through June 30, 2017. University base \$72,385. Change in FTE

Gardner, Patricia D., title changed from Associate Professor to Clinical Associate Professor of Pediatrics, July 1, 2016. Correction to FY 17 budget

Gaske, Elizabeth Jett, Clinical Assistant Professor of Radiological Sciences, given additional title The Elizabeth Merrick Coe Chair in Breast Health, July 1, 2016.

Gessouroun, Morris, Associate Professor of Pediatrics, title changed from Vice Chair to Interim Chair of Pediatrics, August 10, 2016; given additional title The CMRI Patricia Price Browne Endowed Distinguished Research Chair in Pediatrics, October 1, 2016.

Gillies, Elizabeth M., Associate Professor of Pathology and Adjunct Associate Professor of Otorhinolaryngology; given additional title The Professorship of Excellence in Anatomical Pathology, July 1, 2016.

Hancock, Samuel Brandon, title changed from Clinical Instructor to Assistant Professor of Radiological Sciences, annualized rate of \$60,000 for 12 months, July 11, 2016 through June 30, 2017. New consecutive term appointment

Hassell, Lewis Allen, Professor of Pathology, title The Professorship of Excellence in Anatomical Pathology deleted, July 1, 2016.

Hebert, Reid D., Clinical Assistant Professor of Pediatrics, salary changed from annualized rate of \$40,950 for 12 months, 0.63 time, to annualized rate of \$52,000 for 12 months, 0.80 time, July 1, 2016 through June 30, 2017. Change in FTE

Houchen, Courtney Wayne, Professor of Medicine and Section Chief, Medicine Gastroenterology, title The Francis and Malcolm Robinson Chair in Gastroenterology deleted; given additional title The Eason Chair in Oncology, July 1, 2016.

Hutchens, Amy Marie, Clinical Assistant Professor of Nursing, salary changed from annualized rate of \$64,500 for 12 months to annualized rate of \$70,500 for 12 months, July 1, 2016 through June 30, 2017. Includes an administrative supplement of \$6,000 while serving as Course Coordinator and Continuing Education Coordinator.

Ivanov, Vadim A., Assistant Professor of Pediatrics, changing from Tenure Eligible to Consecutive Term Appointment, July 1, 2016.

Kosanke, Stanley D., Associate Professor of Pathology and Adjunct Associate Professor of Oral Pathology; title changed from Interim Director to Associate Director of Comparative Medicine, August 7, 2016.

Lloyd, Ann E., title changed from Assistant Professor to Clinical Assistant Professor of Pharmacy Clinical and Administrative Sciences, Tulsa, July 1, 2016.

Mannel, Rebecca Lynne, Clinical Instructor in Obstetrics and Gynecology; given additional title Adjunct Clinical Instructor in Nutritional Sciences, July 27, 2016.

Medina, Jesus E., Clinical Professor of Otorhinolaryngology, salary changed from annualized rate of \$30,000 for 12 months, 0.50 time, to agreed Professional Practice Plan earnings from OUP patient care activity, 0.01 time, August 1, 2016 through June 30, 2017. Change in FTE

Nusrat, Salman, Assistant Professor of Medicine, given additional title Assistant Program Director, Fellowship Program, Department of Medicine; salary changed from annualized rate of \$60,000 for 12 months to annualized rate of \$75,000 for 12 months, July 1, 2016 through June 30, 2017. Includes an administrative supplement of \$15,000 while serving as Assistant Program Director of the Fellowship Program

O'Connor, Judith A., title changed from Associate Professor to Clinical Associate Professor of Pediatrics; salary changed from annualized rate of \$75,000 for 12 months, full-time, to agreed Professional Practice Plan earnings from OUP patient care activity, 0.05 time, July 1, 2016 through June 30, 2017. Change in FTE

Ogans, Judy K., Assistant Professor of Nursing, given additional title BSN Program Director, College of Nursing; salary changed from annualized rate of \$58,222 for 10 months to annualized rate of \$77,466 for 12 months, July 1, 2016 through June 30, 2017.

Risch, Elizabeth Claire, Clinical Assistant Professor of Pediatrics and Adjunct Clinical Assistant Professor of Psychiatry and Behavioral Sciences, salary changed from annualized rate of \$45,882 for 12 months, 0.60 time, to annualized rate of \$34,411 for 12 months, 0.45 time, July 1, 2016 through June 30, 2017. Change in FTE

Roberts, Jennifer Lynn, title changed from Clinical Instructor to Clinical Assistant Professor of Nursing, annualized rate of \$65,000 for 9 months, July 1, 2016 through June 30, 2017.

Rodgers, William, Assistant Professor of Research, Department of Biochemistry and Molecular Biology, Adjunct Assistant Professor of Pathology, and Adjunct Assistant Professor of Microbiology and Immunology, salary changed from annualized rate of \$33,321 for 12 months, 0.55 time, to annualized rate of \$41,958 for 12 months, 0.69 time, August 1, 2016 through June 30, 2017. Change in FTE

Schieche, Christoph, title changed from Instructor to Assistant Professor of Emergency Medicine, Tulsa, annualized rate of \$95,000 for 12 months, August 1, 2016 through June 30, 2017. University base \$40,000. New consecutive term appointment

Shadid, Jill, title changed from Clinical Assistant Professor of Pharmacy Clinical and Administrative Sciences to Director of Pharmacy, July 1, 2016. Changing from faculty to staff

Teague, Tracy K., Vice President for Research, College of Medicine, Tulsa, Professor of Internal Medicine, Tulsa, Adjunct Professor of Psychiatry, Tulsa, Adjunct Professor of Pharmaceutical Sciences, The James Carter Todd Chair in Cancer Research, and Chair, Institutional Research Board; title changed from Assistant Dean for Research to Associate Dean for Research, College of Medicine, Tulsa, annualized rate of \$192,725 for 12 months, August 7, 2016. Tenured base \$122,725.

Tierney, William, David Ross Boyd Professor of Medicine, given additional title The Frances K. and H. Malcolm Robinson Chair in Gastroenterology, July 1, 2016.

Tryggestad, Jeanie, Assistant Professor of Pediatrics; given additional title The Paul and Ruth Jonas Chair in Diabetes, July 1, 2016.

Varalli-Claypool, Bruna M., title changed from Clinical Associate Professor to Associate Professor of Family and Preventive Medicine, annualized rate of \$95,000 for 12 months, August 28, 2016 through June 30, 2017. New consecutive term appointment

Yu, Zhongxin, Associate Professor of Pathology, given additional title The Oklahoma State Association of Pathologists Professorship, July 1, 2016.

RESIGNATION(S) AND/OR TERMINATION(S):

Bader, Teddy F., Clinical Professor of Medicine, May 31, 2016.

Belt, Ernestina M., Clinical Assistant Professor of Pediatrics, July 8, 2016.

Breeden, Candice R., Instructor in Otorhinolaryngology, August 19, 2016.

Bryan, Robert Bruce, Clinical Assistant Professor of Oral and Maxillofacial Surgery, July 9, 2016.

Burge, Lauren R., Clinical Assistant Professor of Pediatrics, June 30, 2016.

Buschman, Jason Alexander, Clinical Assistant Professor of Oral and Maxillofacial Surgery, June 15, 2016. Accepted position at Southern Illinois University School of Dental Medicine

Carroll, Timothy G., Assistant Professor of Pediatrics, September 1, 2016.

Chavez-Bueno, Susana, Associate Professor of Pediatrics, August 5, 2016.

Cleveland-Pointer, Dorothy Ethel, Clinical Assistant, Department of Obstetrics and Gynecology, June 30, 2016.

Cochran, Daniel Clay, Clinical Assistant Professor of Neurosurgery, September 30, 2016. Going into private practice

Fitts, Steven Wesley, Assistant Professor of Pediatrics, Tulsa, August 12, 2016. Accepted another position out of state

Foote, Andrew L., Clinical Assistant Professor of Psychiatry and Behavioral Sciences, August 5, 2016.

Frye, Emily Marie, Clinical Assistant Professor of Oral and Maxillofacial Surgery, June 27, 2016.

Goodson, Jeremy C., Clinical Assistant Professor of Oral and Maxillofacial Surgery, June 27, 2016.

Hayes, Mandy, Clinical Assistant Professor of Pediatrics, June 30, 2016.

Hoover, Steven L., Assistant Professor of Neurology, September 9, 2016.

Kessler, James C., Clinical Professor of Prosthodontics, July 31, 2016.

Kurkjian, Carla D., Associate Professor of Medicine, July 28, 2016.

Ma, Harry, Assistant Professor of Surgery, Tulsa, August 19, 2016.

Mandal, Nawajes, Associate Professor of Ophthalmology, Adjunct Associate Professor of Cell Biology, and Adjunct Associate Professor of Physiology, July 14, 2016.

Martin, Stephen R., Clinical Assistant Professor of Oral and Maxillofacial Surgery, June 27, 2016.

Mayhew, Charity Ann, Instructor in Otorhinolaryngology, August 13, 2016.

Melser, Deborah Sue, Clinical Assistant, Department of Obstetrics and Gynecology, June 30, 2016.

Mendenhall, Jacob William Buster, Clinical Assistant Professor of Oral and Maxillofacial Surgery, June 27, 2016.

Milton, Robin Michelle, Clinical Assistant Professor of Pharmacy Clinical and Administrative Sciences, Tulsa, July 22, 2016. Accepted position as Southwestern Oklahoma State University College of Pharmacy.

Nielsen, Cynthia Liane, Assistant Professor of Pediatrics, June 30, 2016.

Oberst-Walsh, Linda Ann, Assistant Professor of Family and Community Medicine, Tulsa, August 10, 2016. Moving out of state

O'Leary, Dena, Assistant Professor of Obstetrics and Gynecology, June 30, 2016. Accepted position at Integris – Edmond

Pratt, Kimball N., Clinical Assistant Professor of Neurosurgery, September 6, 2016. Moving out of state

Sather, David A., Professor Emeritus of Prosthodontics, May 15, 2016.

Shadid, David B., Clinical Instructor in Endodontics, July 15, 2016.

Singer, Jacob T., Adjunct Assistant Professor of Rehabilitation Sciences, July 5, 2016.

Smith, Chelsey Jane, Instructor in Otorhinolaryngology, June 30, 2016.

Smith, Douglas H., Instructor in Surgery, Tulsa, July 31, 2016.

Sparling, Crystal Nava, Clinical Assistant Professor of Pediatrics, August 1, 2016.

Spencer, Ann M., Assistant Professor of Pediatrics, June 30, 2016.

Tuma, Faiz Lafta, Assistant Professor of Surgery, Tulsa, July 31, 2016.

Vanderlip, Erik R., Assistant Professor of Psychiatry, Tulsa, Adjunct Assistant Professor of Family and Community Medicine, Tulsa, Assistant Professor of Medical Informatics, Tulsa, and The George Kaiser Family Foundation Chair in Psychiatry, November 6, 2016.

Vaughn, Anthony J., Assistant Professor of Neurology, August 31, 2016.

Wagner, Andrew F., Associate Professor of Obstetrics and Gynecology, August 1, 2016.

Wayne, Ivan, Assistant Professor of Otorhinolaryngology, August 13, 2016.

Whitby, Paul William, Associate Professor of Research, Department of Pediatrics, September 2, 2016.

Williams, Emily Anne, Assistant Professor of Emergency Medicine, Tulsa, June 20, 2016.

Wendelken, James A., Clinical Assistant Professor of Oral and Maxillofacial Surgery, June 27, 2016.

Wolfe-Christensen, Cortney Brett, Assistant Professor of Pediatrics, and Adjunct Assistant Professor of Psychiatry and Behavioral Sciences, August 12, 2016.

RETIREMENT(S):

Adams, Russell Lee, David Ross Boyd Professor of Psychiatry and Behavioral Sciences, August 31, 2016.

Boatright, Daniel T., Senior Associate Dean, College of Public Health, and Professor of Occupational and Environmental Health. Named Professor Emeritus of Occupational and Environmental Health, June 30, 2016. Approval of Emeritus title only. Retirement previously approved by the Board of Regents on June 21, 2016.

Bowers, Beverly Bryce, Associate Professor of Nursing, June 30, 2016.

Britton, Mark L., Senior Associate Dean, College of Pharmacy, and Professor of Pharmacy Clinical and Administrative Sciences, September 30, 2016.

Copeland, Kenneth Claud, Professor and Vice Chair of Pediatrics, and The CMRI Paul and Ann Milburn Chair in Pediatric Diabetes, July 31, 2016. Named Professor Emeritus of Pediatrics.

Coy, Ken, Professor of Dental Services Administration, June 30, 2016. Named Professor Emeritus of Dental Services Administration.

Craven, Carolyn, Clinical Assistant Professor of Rehabilitation Sciences, September 30, 2016.

Cuaderes, Elena Teresa, Associate Professor of Nursing, June 30, 2016.

Ellerbee, Susan M., Associate Professor of Nursing, June 30, 2016.

Espen, Deborah Lynne, Assistant Professor of Medical Imaging and Radiation Sciences, August 1, 2016.

Gray, Jane N., Clinical Professor of Oral and Maxillofacial Surgery and Clinical Professor of Oral Pathology, June 30, 2016.

Harkess, Leanna S., Clinical Assistant, Department of Obstetrics and Gynecology, June 30, 2016.

Hildebrand, Lloyd, Professor of Ophthalmology, July 31, 2016.

Kupperschmidt, Betty, Associate Professor of Nursing, June 30, 2016.

Marlar, Richard, Professor of Pathology, June 30, 2016.

Pascucci, Mary A., Associate Professor of Nursing, June 30, 2016.

Phipps, Su An, Assistant Professor Nursing, June 30, 2016.

Ruskjer, Beverly J., Assistant Professor of Nursing, Tulsa, June 30, 2016.

Sanders, Karen, Instructor in Family and Community Medicine, Tulsa, August 31, 2016.

Stull, Terrence, Professor and Chair of Pediatrics, Adjunct Professor of Microbiology and Immunology, and The CMRI/Patricia Price Browne Distinguished Chair in Pediatrics, September 30, 2016.

Weatherby, Francene M., Professor of Nursing, June 30, 2016.

Whitsett, Thomas, Regents' Professor and Clinical Professor of Medicine. Named Regents' Professor Emeritus of Medicine, July 26, 2016. Approval of Emeritus title only. Retirement previously approved by the Board of Regents on June 21, 2016.

Witten, Katheryn Elaine, Assistant Professor of Nursing, June 30, 2016.

DEATH(S):

President Boren regrets to report the following death(s):

Eric James Knudston, Associate Professor of Obstetrics and Gynecology, July 29, 2016.

Norman Campus:

LEAVE(S) OF ABSENCE:

Benson, Hugh H., Professor of Philosophy and Samuel Roberts Noble Presidential Professor, leave of absence with pay, August 16, 2016 through May 15, 2017. National Endowment for the Humanities Fellowship.

Brady, Noel P., Chair and Professor of the Department of Mathematics and President's Associates Presidential Professor, cancel sabbatical leave of absence with full pay, August 16, 2016 through December 31, 2016.

Karabuk, Suleyman, Associate Professor of Industrial and Systems Engineering, leave of absence without pay, August 16, 2016 through May 15, 2017. Offered position with GE Research and Development in New York with the Management Sciences Lab.

Lee, Kyung-Bai, Professor of Mathematics, family and medical leave of absence, January 19, 2016 through July 3, 2016.

Luce, Richard E., Dean and Professor of University Libraries, Peggy V. Helmerich Chair and Associate Vice President for Research, family and medical leave of absence, August 6, 2016.

Moses, Scott A., Associate Professor of Industrial and Systems Engineering, leave of absence without pay, February 2, 2017 through April 27, 2017.

Price, Mary M., Assistant Professor of Interior Design, family and medical leave of absence, April 4, 2016 through August 16, 2016.

Scaperlanda, Michael A., Professor of Law and Gene and Elaine Edwards Family Chair in Law, leave of absence without pay, August 16, 2016.

Schumaker, Kathryn A., Assistant Professor of Classics and Letters, leave of absence with pay, September 1, 2016 through August 31, 2017. National Academy of Education Fellowship.

Sabbatical Leave(s) of Absence – Spring Semester 2017 (with full pay):

Abraham, Eric R., Associate Professor of Physics and Astronomy and L.J. Semrod Presidential Professor, sabbatical leave of absence with full pay, January 1, 2017 through May 15, 2017. Will study and investigate theoretically new research directions in previously established research fields, Feshbach optimized photoassociative spectroscopy (FOPA) and Electro-magnetically Induced Transparency using Laguerre-Gaussian Beams (LGEIT) at the University of Connecticut and Rice University. Work will take place in Mansfield, CT, Houston, TX and Norman, OK. Faculty appointment: 08/16/98. Previous leaves taken: Sabbatical leave of absence with full pay 08/16/04 to 12/31/04; Sabbatical leave of absence with full pay 01/01/11 to 05/15/11. Teaching load will be covered by current faculty.

Beard, Fred K., Professor of Journalism and Mass Communication, Gaylord Family Professor #5, and Vice-Chair of the Institutional Review Board #2, sabbatical leave of absence with full pay, January 1, 2017 through May 15, 2017. Work on a book about comparative advertising, develop proposal for book on the history of advertising, and develop two new classes including an online course. Work will take place in Norman, OK. Faculty appointment: 08/16/88. Previous leaves taken: Sabbatical leave of absence with full pay 01/01/04 to 05/15/04; Sabbatical leave of absence with full pay 08/16/10 to 12/31/10. Teaching load will be covered by adjunct faculty and graduate teaching assistants.

Grossman, Hal F., Associate Professor of Music, sabbatical leave of absence with full pay, January 1, 2017 through May 15, 2017. Will research and write a teaching manual for instrumental music teachers. The manual will provide a structured lesson format that integrates somatic training with intentional review techniques. Work will take place in Oklahoma and Oregon. Faculty appointment: 08/16/10. No previous leave taken. Teaching load will be covered by current faculty and graduate teaching assistants.

Heap of Birds, Edgar A., Professor of Native American Studies, sabbatical leave of absence with full pay, January 1, 2017 through May 15, 2017. Will give a research presentation on hand made mono prints about Stories of Indigenous Survival: Struggles in Collective Sovereignty, Recovery from Violence and Individual Tenacity and will serve as an artist-in-residence at the Gallery of the National Institute of Education and the Tyler Print Institute in Singapore. The mono prints will be created in Santa Fe at the Fourth Dimension Fine Art Studio. Will also serve as an artist-in-residence at the Rinehart School of Graduate Sculpture at the Maryland Institute College of Art. Work will take place in Singapore, Santa Fe, NM, and Baltimore, MD. Faculty appointment: 08/16/88. Previous leaves taken: Sabbatical leave of absence with full pay 08/16/94 to 12/31/94; Sabbatical leave of absence with half pay 01/01/02 to 12/31/02. Teaching load will be covered by current faculty.

Kates, Susan L., Professor of English and of Women's and Gender Studies, sabbatical leave of absence with full pay, January 1, 2017 through May 15, 2017. Research project examines the ways in which women in the Western United States wrote or "sewed" their way into histories of the American West on quilts that inscribed the contributions of white women, African Americans, and Native Americans more than half a century before these groups received scholarly attention in the male-dominated field of U.S. Western History. Work will take place in Lincoln, NE and Norman, OK. Faculty appointment: 08/16/95. Previous leaves taken: Sabbatical leave of absence with full pay 01/01/04 to 05/15/04; Sabbatical leave of absence with full pay 08/16/10 to 12/31/10. Teaching load will be covered by other course offerings.

Mayeux, Lara, Associate Professor of Psychology and Vice Chair of the Institutional Review Board #1, sabbatical leave of absence with full pay, January 1, 2017 through May 15, 2017. Will collaborate on a large longitudinal study of children's friendship, review datasets and to write articles for submission and will work on expanding current course content to include a more comprehensive perspective on the development of gender and gender identity. Work will take place in Norman, OK. Faculty appointment: 08/16/04. Previous leaves taken: Sabbatical leave of absence with full pay 08/16/10 to 12/31/10. Teaching load will be covered by current faculty.

Miller, Andrew G., David Ross Boyd Professor of Mathematics, sabbatical leave of absence with full pay, January 1, 2017 through May 15, 2017. Will continue various ongoing research projects such as, posets of group actions on tori, fibrations of elliptic 3-manifold, arithmetic of right-angled Coxeter groups and totally reflected groups. Work will take place at St. Louis University, St. Louis, MO and Norman, OK. Faculty appointment: 09/01/81. Previous leaves taken: Sabbatical leave of absence with half pay 08/16/91 to 05/15/92; Sabbatical leave of absence with full pay 01/01/99 to 05/15/99; Sabbatical leave of absence with full pay 08/16/05 to 12/31/05. Teaching load will be covered by current faculty.

Miller, Claude H., Associate Professor of Communication, sabbatical leave of absence with full pay, January 1, 2017 through May 15, 2017. Will advance research program in crisis communication, and provide time for writing and developing a book on motivational processes in communication. Work will take place in Norman, OK. Faculty appointment: 07/01/02. Previous leaves taken: Sabbatical leave of absence with full pay 01/01/10 to 05/15/10. Teaching load will be covered by current faculty.

Ray, William O., Associate Professor of Mathematics at Tulsa and Dean Emeritus of Tulsa Graduate College, sabbatical leave of absence with full pay, September 1, 2016 through February 28, 2017. Develop online learning website for Research in Human Relations and complete textbook on Probability and Stochastic Processes for Electrical Engineers, both projects to be in the public domain. Projects will be carried out at OU-Tulsa. Work will take place at Tulsa, OK. Faculty appointment: 09/01/80. No previous leave taken. No current course load.

Rice, Charles V., Associate Professor of Chemistry and Biochemistry, sabbatical leave of absence with full pay, January 1, 2017 through May 15, 2017. Will work on project to continue development of a new antibiotic that can stop deadly MRSA infections and work with the OU Office of Technology Development regarding a full patent application to protect the innovations. Work will take place in Norman, OK. Faculty appointment: 08/16/02. Previous leaves taken: Sabbatical leave of absence with full pay 01/01/09 to 05/15/09. Teaching load will be covered by current faculty.

Sadler, Christopher B., Associate Professor of Drama, sabbatical leave of absence with full pay, January 1, 2017 through May 15, 2017. Will serve as Equity stage manager for "An Iliad," a professional theatrical production at Capital Repertory Theatre, a member of the League of Resident Theatres. Will also explore and research a series of articles/monograph on various topics in stage management, with an outline and sample article as a desired outcome. Work will take place in Albany, New York. Faculty appointment: 08/16/05. No previous leave taken. Teaching load will be covered by current faculty.

Schleifer, Ronald, George Lynn Cross Research Professor of English, sabbatical leave of absence with full pay, January 1, 2017 through May 15, 2017. Will complete book, "Modernism and Post-Classical Economics," which focuses on the nature of value, examines "the changing modes of representation in neoclassical economics and cultural modernism during the second Industrial Revolution." Work will take place in Norman, OK and Great Britain. Faculty appointment: 09/01/75. Previous leaves taken: Sabbatical leave of absence with full pay 01/16/83 to 06/01/83; Sabbatical leave of absence with half pay 08/16/89 to 05/15/90; Sabbatical leave of absence with full pay 08/16/96 to 12/31/96; Sabbatical leave of absence with full pay 01/01/03 to 05/15/03; Sabbatical leave of absence with full pay 01/01/10 to 05/15/10. Teaching load will be covered by current faculty.

Schmidt, Ralf, Professor of Mathematics and Nancy Scofield Hester Presidential Professor, sabbatical leave of absence with full pay, January 1, 2017 through May 15, 2017. Will work on various projects such as, L-Functions, Ramanujan graphs for $GSp(4)$, and local new forms for the metaplectic group at Becknell University, Pennsylvania State University and University of Idaho. Work will take place at Lewisburg, PA, University Park, PA, Moscow, ID and in Norman, OK. Faculty appointment: 08/16/04. Previous leaves taken: Sabbatical leave of absence with full pay 08/16/10 to 12/31/10. Teaching load will be covered by current faculty.

Schroeder, Susan J., Associate Professor of Chemistry and Biochemistry and of Microbiology and Plant Biology, sabbatical leave of absence with full pay, January 1, 2017 through May 15, 2017. Will visit the laboratory of Philip Bevilacqua at Pennsylvania State University to learn new techniques for in vivo chemical probing and RNA structure determination in plants. Work will take place in University Park, PA. Faculty appointment: 01/01/06. No previous leave taken. Teaching load will be covered by current faculty.

Song, Hairong, Assistant Professor of Psychology, sabbatical leave of absence with full pay, January 1, 2017 through May 15, 2017. Will write two manuscripts and start writing a book on advanced statistical analysis and will collaborate on a research project at the Institute of Psychology, Chinese Academy of Sciences, on attention issues among Chinese children. Work will take place in Beijing, China and Norman, OK. Faculty appointment: 08/16/09. No previous leave taken. Teaching load will be covered by current faculty.

Song, Li, Associate Professor of Aerospace and Mechanical Engineering, sabbatical leave of absence with full pay, January 1, 2017 through May 15, 2017. Will research a new area on transaction based distributed building operation and control for large commercial buildings to expand current research projects. Will travel to Pacific Northwest National Laboratory in Richland, Washington for an access to their multibuilding testbed. Work will take place in Oklahoma and Washington. Faculty appointment: 08/16/09. No previous leave taken. Teaching load will be covered by current faculty and other course offerings.

Sturtevant, Victoria M., Associate Professor of Film and Media Studies, Associate Dean of the College of Arts and Sciences and Adjunct Associate Professor of Women's and Gender Studies, sabbatical leave of absence with full pay, January 1, 2017 through June 30, 2017. Completion of book manuscript examining representation of pregnancy in film and television comedy from the silent era to the present. Work will take place in Norman, OK. Faculty appointment: 08/16/02. No previous leave taken. Teaching load will be covered by current faculty.

Sabbatical Leave(s) of Absence – Spring 2017 and Fall 2017 Semesters (with half pay):

Nelson, Donna J., Professor of Chemistry and Biochemistry, sabbatical leave of absence with half pay, January 1, 2017 through May 15, 2017 and August 16, 2017 through December 31, 2017. Serve as American Chemical Society Immediate Past-President, in order to facilitate and guide development and improving national standards for teaching, research and service in the chemical sciences. Work will take place in Washington, DC and Norman, OK. Faculty appointment: 09/01/83. Previous leaves taken: Sabbatical Leave of absence with full pay 08/16/91 to 12/31/91; Sabbatical leave of absence with full pay 08/16/95 to 12/31/95; Sabbatical leave of absence with half pay 01/01/03 to 12/31/03; Sabbatical leave of absence with half pay 01/01/10 to 12/31/10. Teaching load will be covered by current faculty.

NEW APPOINTMENT(S):

Bacher, Sabrina V., Instructor of Modern Languages, Literatures and Linguistics, annualized rate of \$41,000 for 9 months, August 16, 2016 through May 15, 2021. Five-year renewable term appointment.

Borden, Rebecca S., Instructor of Modern Languages, Literatures and Linguistics, annualized rate of \$48,000 for 9 months, August 16, 2016 through May 15, 2021. Five-year renewable term appointment.

Childers, Rachel C., Assistant Professor of Biomedical Engineering, annualized rate of \$93,000 for 12 months, January 1, 2017 through June 30, 2020. If Ph.D. not completed by January 1, 2017, title and salary to be changed to Acting Assistant Professor, annualized rate of \$91,000 for 12 months, January 1, 2017 through June 30, 2020. Three-year renewable term appointment.

Clark III, Robert A., Ph.D., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, annualized rate of \$60,000 for 12 months, July 31, 2016. Paid from grant funds; subject to availability of funds.

Davis, Darin L., Instructor of Classics and Letters, annualized rate of \$43,000 for 9 months, August 16, 2016 through May 15, 2019. Three-year renewable term appointment.

Gerth, Nathan M., Ph.D., Assistant Professor of the Carl Albert Congressional Research and Studies Center and of Library and Information Studies, annualized rate of \$60,000 for 12 months, August 22, 2016 through June 30, 2021. Changing from staff to five-year renewable term appointment.

Haggard, Megan C., Ph.D., Postdoctoral Fellow, Institute for the Study of Human Flourishing, annualized rate of \$67,164 for 9 months, August 16, 2016. Paid from grant funds; subject to availability of funds.

Hampton, James, J.D., Adjunct Professor of Law, rate of \$6,000 for 4.5 months, 0.17 time, August 16, 2016 through December 31, 2016.

Harwell, Wiley D., Ph.D., Assistant Professor of Educational Psychology, annualized rate of \$58,000 for 9 months, August 16, 2016 through May 15, 2019. Three-year renewable term appointment.

Imy, David A., Instructor of Meteorology, rate of \$10,000 for 4.5 months, 0.25 time, August 16, 2016 through December 31, 2016.

Lookabaugh, Mark A., Adjunct Instructor of Computer Science, rate of \$7,500 for 4.5 months, 0.25 time, August 16, 2016 through December 31, 2016.

Lopez Kershen, Julianna E., Ph.D., Lecturer of Instructional Leadership and Academic Curriculum, annualized rate of \$30,000 for 9 months, 0.50 time, August 16, 2016 through May 15, 2017.

Moses, Paul S., Ph.D., Assistant Professor of Electrical and Computer Engineering, annualized rate of \$85,000 for 9 months, January 1, 2017 through May 15, 2017. New tenure-track faculty.

Naderi, Nazanin, Ph.D., Lecturer of Industrial and Systems Engineering, annualized rate of \$65,000 for 9 months, August 16, 2016 through May 15, 2017.

Qiu, Yuchen, Ph.D., Assistant Professor of Electrical and Computer Engineering, annualized rate of \$85,000 for 9 months, August 16, 2016 through May 15, 2017. New tenure-track faculty.

Shaw, Tarren J., Ph.D., Lecturer of Biology, annualized rate of \$52,000 for 9 months, August 16, 2016 through May 15, 2021. Changing from temporary faculty to five-year renewable term appointment.

Vincent, Evan G., J.D., Adjunct Lecturer of Law, rate of \$9,000 for 4.5 months, 0.25 time, August 16, 2016 through December 31, 2016.

Walter, Jacob, Ph.D., Geophysicist III, Oklahoma Geological Survey, annualized rate of \$90,000 for 12 months, 0.80 time, November 1, 2016.

Warren, Michael T., Ph.D., Postdoctoral Fellow, Institute for the Study of Human Flourishing, annualized rate of \$67,164 for 9 months, August 16, 2016. Paid from grant funds; subject to availability of funds.

REAPPOINTMENT(S):

Al-Ibadi, Adnan L., reappointed as Lecturer of Petroleum and Geological Engineering, rate of \$30,000 for 4.5 months, August 16, 2016 through December 31, 2016.

Arlota, Carolina S.C., reappointed as Adjunct Instructor of Law, rate of \$9,000 for 4.5 months, 0.25 time, August 16, 2016 through December 31, 2016.

Avery, Jim, reappointed as Professor Emeritus of Journalism and Mass Communication, rate of \$8,000 for 4.5 months, 0.25 time, August 16, 2016 through December 31, 2016.

Baca, Alvaro E., reappointed as Adjunct Lecturer of Law, rate of \$15,000 for 4.5 months, 0.25 time, August 16, 2016 through December 31, 2016.

Bredeson, Jon G., reappointed as Professor Emeritus of Electrical and Computer Engineering, rate of \$10,000 for 4.5 months, 0.25 time, August 16, 2016 through December 31, 2016.

Costa, Fernando, reappointed as Adjunct Instructor of Regional and City Planning, annualized rate of \$20,000 for 9 months, 0.25 time, August 16, 2016 through May 15, 2017.

Davis, Chad E., reappointed as Lecturer of Electrical and Computer Engineering, annualized rate of \$81,600 for 9 months, August 16, 2016 through May 15, 2017.

Ederington, Louis H., reappointed as George Lynn Cross Research Professor Emeritus of Finance, annualized rate of \$30,000 for 9 months, 0.49 time, August 16, 2016 through May 15, 2017.

Farabow, Loraine D., reappointed as Adjunct Lecturer of Law, rate of \$9,000 for 4.5 months, 0.25 time, August 16, 2016 through December 31, 2016.

Fitzmorris, Cliff W., reappointed as Instructor of Electrical and Computer Engineering, annualized rate of \$87,872 for 9 months, August 16, 2016 through May 15, 2017.

Flagler, Rita M., reappointed as Adjunct Lecturer of Law, rate of \$6,000 for 4.5 months, 0.17 time, August 16, 2016 through December 31, 2016.

Frantz Jr., Ronald H., Wick Cary Professor of the Institute for Quality Communities #2, Coordinator of Bachelor of Science in Environmental Design Program and Director of Small Town Studies, Institute for Quality Communities, reappointed to a five-year renewable term as Associate Professor of Architecture, annualized rate of \$95,472 for 12 months, July 1, 2016 through June 30, 2021.

Hager, Clay S., reappointed as Adjunct Lecturer of Law, rate of \$9,000 for 4.5 months, 0.25 time, August 16, 2016 through December 31, 2016.

Hampton, James, reappointed as Adjunct Lecturer of Energy Management, annualized rate of \$15,000 for 9 months, 0.25 time, August 16, 2016 through May 15, 2017.

Holladay, Don G., reappointed as Adjunct Lecturer of Law, rate of \$9,000 for 4.5 months, 0.25 time, August 16, 2016 through December 31, 2016.

Kane, Matthew C., reappointed as Adjunct Lecturer of Law, rate of \$6,000 for 4.5 months, 0.17 time, August 16, 2016 through December 31, 2016.

Lorenz, Kendal H., reappointed as Adjunct Instructor of Energy Management, annualized rate of \$15,000 for 9 months, 0.25 time, August 16, 2016 through May 15, 2017.

Macdonald, Gregory G., reappointed as Lecturer of Electrical and Computer Engineering, annualized rate of \$12,000 for 9 months, 0.20 time, August 16, 2016 through May 15, 2017.

Mendros, Jaye H., reappointed as Adjunct Lecturer of Law, rate of \$6,000 for 4.5 months, 0.17 time, August 16, 2016 through December 31, 2016.

Meyers, D. Kent, reappointed as Adjunct Professor of Law, annualized rate of \$30,000 for 9 months, 0.25 time, August 16, 2016 through May 15, 2017.

Mullins, Steven K., reappointed as Adjunct Lecturer of Law, rate of \$6,000 for 4.5 months, 0.17 time, August 16, 2016 through December 31, 2016.

Nedelescu, Daniel, reappointed as Lecturer of Economics, annualized rate of \$75,000 for 9 months, August 16, 2016 through May 15, 2017.

Needham, Keith A., reappointed as Adjunct Instructor of Energy Management, annualized rate of \$15,000 for 9 months, 0.25 time, August 16, 2016 through May 15, 2017.

Pitchlynn, Gary S., reappointed as Adjunct Lecturer of Law, rate of \$27,000 for 4.5 months, 0.70 time, August 16, 2016 through December 31, 2016.

Roberts, Theodore P., reappointed as Professor Emeritus of Law, rate of \$15,000 for 4.5 months, 0.25 time, August 16, 2016 through December 31, 2016.

Skaggs, Rick A., reappointed as Adjunct Instructor of Interior Design, annualized rate of \$16,500 for 9 months, 0.25 time, August 16, 2016 through May 15, 2017.

Snow, John T., reappointed as Professor Emeritus of Meteorology, rate of \$7,500 for 4.5 months, 0.25 time, August 16, 2016 through December 31, 2016.

Spector, Robert G., reappointed as Professor Emeritus of Law, rate of \$10,000 for 4.5 months, 0.17 time, August 16, 2016 through December 31, 2016.

Thomas, Keith T., reappointed as Adjunct Lecturer of Petroleum and Geological Engineering, annualized rate of \$20,000 for 9 months, 0.25 time, August 16, 2016 through May 15, 2017.

Tytanic, Christopher A., reappointed as Adjunct Lecturer of Law, rate of \$6,000 for 4.5 months, 0.17 time, August 16, 2016 through December 31, 2016.

Watson, Moira Claire Gillis, reappointed as Adjunct Lecturer of Law, rate of \$9,000 for 4.5 months, 0.25 time, August 16, 2016 through December 31, 2016.

Zhu, Zhen, reappointed as Adjunct Assistant Professor of Petroleum and Geological Engineering, annualized rate of \$15,000 for 9 months, 0.25 time, August 16, 2016 through May 15, 2017.

CHANGE(S):

Anderson, David K., Associate Professor of English, annualized rate of \$72,310 for 9 months, additional stipend of \$22,110 for serving as Presidential Teaching Fellow in the Joe C. and Carole Kerr McClendon Honors College, August 16, 2016 through May 15, 2017.

Barakat, Hossam, Instructor of Modern Languages, Literatures and Linguistics, annualized rate of \$48,000 for 9 months, additional stipend of \$4,200 for increased teaching duties in the Department of Modern Languages, Literatures and Linguistics, August 16, 2016 through December 31, 2016.

Barrett, Roland C., Professor and Associate Director of the School of Music and Henry Zarrow Presidential Professor, given additional title Interim Director of the School of Music, salary changed from annualized rate of \$100,846 for 12 months to annualized rate of \$140,000 for 12 months, July 1, 2016.

Benson, Hugh H., Professor of Philosophy and Samuel Roberts Noble Presidential Professor, given additional title George Lynn Cross Research Professor of Philosophy, salary changed from annualized rate of \$97,900 for 9 months to annualized rate of \$104,900 for 9 months, August 16, 2016.

Bierman, James E., Associate Professor of Bibliography and Engineering Librarian, annualized rate of \$51,000 for 12 months, additional stipend of \$5,000 for serving as Acting Director of the Youngblood Energy Library, August 1, 2016 through July 31, 2017.

Butko, Daniel J., Associate Professor of Architecture, given additional title Curriculum Coordinator of Architecture, salary changed from annualized rate of \$77,333 for 9 months to annualized rate of \$80,933 for 9 months, August 16, 2016.

Byers, Lisa G., Associate Professor of Social Work at Tulsa, given additional title Director of Center for Social Justice at Tulsa, salary remains at annualized rate of \$66,878 for 9 months, July 1, 2016. Correction to June 2016 Agenda.

Callahan, Marjorie P., Associate Professor of Architecture and Graduate Liaison of the Division of Architecture, given additional title Associate Director of Architecture, salary remains at annualized rate of \$82,979 for 9 months, August 16, 2016.

Campbell, Jason A., Assistant Professor of Health and Exercise Science, salary changed from annualized rate of \$55,000 for 9 months to annualized rate of \$63,000 for 9 months, August 16, 2016. Compression increase.

Carlson, Deven E., Assistant Professor of Political Science and Presidential Research Professor, annualized rate of \$90,340 for 9 months, additional stipend of \$12,000 for serving as Associate Director of the National Institute for Risk and Resilience, April 1, 2016 through March 31, 2017.

Christman, Paul G., Professor of Musical Theatre, delete titles Director of the School of Musical Theatre and Greg Kunesh Chair in Musical Theatre, August 1, 2016; salary changed from annualized rate of \$129,689 for 12 months to annualized rate of \$115,279 for 9 months, August 16, 2016. Changing from 12-month academic administrator to 9-month faculty.

Cricchio, Anthony J., Associate Professor of Architecture and Coordinator of the College of Architecture International Programs, delete title Associate Director of the Division of Architecture, salary changed from annualized rate of \$78,503 for 9 months to annualized rate of \$74,903 for 9 months, August 16, 2016.

Cusack, George T., Lecturer and Director of Expository Writing Program, annualized rate of \$88,507 for 12 months, additional stipend of \$15,000 for serving as Associate Director of Writing Enriched Curriculum, August 16, 2016 through May 15, 2017.

Dancy II, Theodis E., Professor of Educational Leadership and Policy Studies, delete title Faculty Fellow of the Office of the Senior Vice President and Provost, given additional title Associate Dean for Community Engagement and Academic Inclusion in the Jeannine Rainbolt College of Education, salary changed from annualized rate of \$91,800 for 9 months to annualized rate of \$121,266 for 12 months, July 1, 2016. Changing from 9-month faculty to 12-month academic administrator.

Dobbins, Brian K., Associate Professor of Music, annualized rate of \$55,645 for 9 months, additional stipend of \$8,000 for serving as Assistant Director of Undergraduate Admissions and Scholarships in the School of Music, August 16, 2016 through May 15, 2017.

Du, Lin, Research Assistant Professor of Chemistry and Biochemistry, salary changed from annualized rate of \$45,000 for 12 months to annualized rate of \$60,000 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

Edmondson, Robert A., Assistant Professor of Liberal Studies, annualized rate of \$63,650 for 9 months, additional stipend of \$600 for increased teaching duties in the College of Liberal Studies, January 29, 2016 through June 20, 2016.

Ellis, Sarah J., Associate Professor of Music, Associates Second Century Presidential Professor and Kenneth and Bernadine Russell Professor of Music, annualized rate of \$71,710 for 9 months, additional stipend of \$8,000 for serving as Assistant Director of Undergraduate Curriculum and Advising in the School of Music, August 16, 2016 through May 15, 2017.

Grant, Carl, Associate Dean for Knowledge Services and Chief Technology Officer of University Libraries, salary changed from annualized rate of \$140,000 for 12 months to annualized rate of \$157,500 for 12 months, September 1, 2016. Retention increase.

Gutierrez, Kathrine J., title changed from Assistant Professor to Associate Professor of Educational Leadership and Policy Studies and from Adjunct Assistant Professor to Adjunct Associate Professor of Women's and Gender Studies, salary changed from annualized rate of \$57,874 for 9 months to annualized rate of \$62,504 for 9 months, August 16, 2016 through May 15, 2019. Changing from tenure-track to three-year renewable term appointment.

Hansen, John H., Instructor of Classics and Letters, given additional title Director of Latin Education, July 1, 2016; salary changed from annualized rate of \$43,521 for 9 months to annualized rate of \$45,000 for 9 months, August 16, 2016.

Harris, John C., Assistant Professor of Regional and City Planning, given additional title Coordinator of College of Architecture International Programs, salary changed from annualized rate of \$66,240 for 9 months to annualized rate of \$69,840 for 9 months, September 1, 2016.

Harrison Jr., Roger G., Professor of Chemical, Biological and Materials Engineering, given additional title Professor of Biomedical Engineering, salary remains at annualized rate of \$114,667 for 9 months, August 16, 2016. Changing from 1.00 FTE appointment in Chemical, Biological and Materials Engineering to split appointment; 0.50 FTE Chemical, Biological and Materials Engineering and 0.50 FTE Biomedical Engineering.

Heddy, Benjamin C., Assistant Professor of Educational Psychology, salary changed from annualized rate of \$57,000 for 9 months to annualized rate of \$60,500 for 9 months, August 16, 2016. Retention increase.

Hertzke, Allen D., David Ross Boyd Professor of Political Science, Samuel Roberts Noble Presidential Professor and Faculty Fellow of Religious Freedom in the Institute for the American Constitutional Heritage, annualized rate of \$120,296 for 9 months, additional stipend of \$22,110 for serving as Presidential Teaching Fellow in the Joe C. and Carole Kerr McClendon Honors College, August 16, 2016 through May 15, 2017.

Holliday, Lisa M., Associate Professor of Construction Science and Graduate Liaison of Construction Science Division, given additional title Harold H. Connor Professor of Construction Science, salary changed from annualized rate of \$78,754 for 9 months to annualized rate of \$85,754 for 9 months, August 16, 2016; and additional stipend of \$4,500 for serving as Interim Director of Haskell and Irene Lemon Construction Science Division, August 16, 2016 through December 31, 2016.

Jenkins Smith, Hank C., George Lynn Cross Research Professor of Political Science, annualized rate of \$224,828 for 9 months, additional stipend of \$15,000 for serving as Co-Director of the National Institute for Risk and Resilience, August 16, 2016 through May 15, 2017.

Jensen, Kevan L., Associate Professor of Accounting, delete title Steed Professor of Accounting #2, given additional title KPMG Peat Marwick Centennial Professor of Accounting, salary remains at annualized rate of \$154,571 for 9 months, August 16, 2016.

Kelly, Catherine E., Professor of History, Adjunct Professor of Women's and Gender Studies and L.R. Brammer Jr. Presidential Professor, salary changed from annualized rate of \$76,903 for 9 months to annualized rate of \$90,000 for 9 months, August 16, 2016. Retention increase.

Kolar, Maria T., Visiting Assistant Professor of Law, salary changed from annualized rate of \$62,579 for 9 months to annualized rate of \$69,000 for 9 months, August 16, 2016. Correction to June 2016 Agenda.

Kozadayev, Ilya, Assistant Professor of Dance, annualized rate of \$52,530 for 9 months, additional stipend of \$5,000 for increased administrative duties in the School of Dance, August 16, 2016 through May 15, 2017.

Krishnamoorthy, Ganesh, Research Assistant Professor of Chemistry and Biochemistry, salary changed from annualized rate of \$42,000 for 12 months to annualized rate of \$48,000 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

Kritz, Ori, Associate Professor of Modern Languages, Literatures and Linguistics, salary changed from annualized rate of \$58,737 for 9 months to annualized rate of \$60,000 for 9 months, August 16, 2016.

Kyncl, Rhonda C., Associate Dean of Advising in the College of Arts and Sciences and Assistant Professor of English, salary changed from annualized rate of \$110,000 for 12 months to annualized rate of \$125,000 for 12 months, October 1, 2016. Merit and equity increase.

Larson, Daniel J., Assistant Professor of Health and Exercise Science, salary changed from annualized rate of \$61,000 for 9 months to annualized rate of \$63,000 for 9 months, August 16, 2016. Compression increase.

Lewental, Dawid G., title changed from Aice Schusterman Visiting Assistant Professor of Judaic and Middle Eastern Studies to Israel Institute Teaching Fellow Visiting Assistant Professor for International and Area Studies, salary remains at annualized rate of \$60,000 for 9 months, August 16, 2016 through May 15, 2017.

McCall, Brian M., Associate Dean for Academic Affairs in the College of Law, Professor of Law, Orpha and Maurice Merrill Professor of Law and Associate Director of the Law Center, annualized rate of \$186,500 for 12 months, additional stipend of \$6,000 for increased teaching duties in the College of Law, August 16, 2016 through December 31, 2016.

McConnell, Amber E., Research Associate, Zarrow Center for Learning Enrichment, given additional title Assistant Director of Academic Enrichment, salary changed from annualized rate of \$72,105 for 12 months to annualized rate of \$75,000 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

McInerney, Michael J., Professor and George Lynn Cross Chair of Microbiology and Plant Biology and Edith Gaylord Harper Presidential Professor, delete title Chair of the Department of Microbiology and Plant Biology, March 1, 2016; salary changed from annualized rate of \$170,000 for 12 months to annualized rate of \$125,000 for 9 months, August 16, 2016. Changing from 12-month academic administrator to 9-month faculty.

McPherson, Alan L., Professor of International and Area Studies and ConocoPhillips Chair in Latin American Studies, annualized rate of \$140,518 for 9 months, additional stipend of \$6,500 for serving as Director of Graduate Studies in the Department of International and Area Studies, August 16, 2016 through May 15, 2017.

Means, Erin L., Assistant Professor of Law, annualized rate of \$65,000 for 9 months, additional stipend of \$3,000 for increased teaching duties in the College of Law, August 16, 2016 through December 31, 2016.

Meitin, Jose G., Research Fellow, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$75,000 for 12 months, 0.75 time, to annualized rate of \$50,000 for 12 months, 0.50 time, July 1, 2016. Paid from grant funds; subject to availability of funds.

Mitra, Aparna, Associate Professor of Economics and Adjunct Associate Professor of Women's and Gender Studies, annualized rate of \$88,359 for 9 months, additional stipend of \$22,110 for serving as Presidential Teaching Fellow in the Joe C. and Carole Kerr McClendon Honors College, August 16, 2016 through May 15, 2017.

Mortimer, Harold, Associate Professor of Musical Theatre and Weitzenhoffer Professor of Musical Theatre #1, given additional title Interim Director of the School of Musical Theatre, salary changed from annualized rate of \$61,200 for 9 months to annualized rate of \$90,000 for 12 months, August 16, 2016. Changing from 9-month faculty to 12-month academic administrator.

Mullins, Gail E., Assistant Professor of Law, Director of Legal Research and Writing Program and Director of Experiential Learning, annualized rate of \$76,914 for 9 months, additional stipend of \$9,000 for increased teaching duties in the College of Law, August 16, 2016 through December 31, 2016.

Nicholson, Daniel R., Assistant Professor of Law, annualized rate of \$66,200 for 9 months, additional stipend of \$9,000 for increased teaching duties in the College of Law, August 16, 2016 through December 31, 2016.

Ning, Daliang, title changed from Postdoctoral Research Associate to Research Scientist, Microbiology and Plant Biology, salary changed from annualized rate of \$37,000 for 12 months to annualized rate of \$92,000 for 12 months, June 1, 2016.

Olberding, Amy L., Professor of Philosophy and Adjunct Professor of Women's and Gender Studies, given additional title President's Associates Presidential Professor, July 1, 2016; salary changed from annualized rate of \$67,339 for 9 months to annualized rate of \$83,339 for 9 months, August 16, 2016. Salary increase includes promotion.

Ortega, Lina L., Librarian/Associate Professor, title changed from Chemistry-Mathematics Librarian to Head of Operations for the Western History Collection, April 1, 2016; salary changed from annualized rate of \$56,000 for 12 months to annualized rate of \$64,000 for 12 months, September 1, 2016.

Pederson, Sanna F., Professor of Music and Mavis C. Pitman Professor of Music History or Theory, annualized rate of \$70,246 for 9 months, additional stipend of \$1,000 for serving as Assistant Director of Graduate Studies in the School of Music, August 16, 2015 through December 31, 2015; and additional stipend of \$8,000 for serving as Assistant Director of Graduate Studies in the School of Music, August 16, 2016 through May 15, 2017.

Pepper, Amelia S., Assistant Professor of Law, annualized rate of \$82,451 for 12 months, additional stipend of \$6,000 for increased teaching duties in the College of Law, August 16, 2016 through May 15, 2017.

Pilat, Stephanie Z., Associate Professor and Divisional Committee Coordinator of the Division of Architecture, title changed from Interim Director to Director of the Division of Architecture, salary changed from annualized rate of \$78,713 for 9 months to annualized rate of \$125,000 for 12 months, September 1, 2016. Changing from 9-month faculty to 12-month academic administrator.

Ray, William O., Associate Professor of Mathematics at Tulsa, delete titles Dean of the Graduate College at Tulsa, Executive Associate Vice President at Tulsa, Vice Provost for Norman Programs in Tulsa and Associate Vice President of Academic Affairs at Tulsa, given additional title Dean Emeritus of the Graduate College at Tulsa, salary remains at annualized rate of \$202,500 for 12 months, September 1, 2016.

Reese, Jacquelyn D., Assistant Professor of Bibliography and Librarian of Western History Collections, salary changed from annualized rate of \$47,000 for 12 months to annualized rate of \$47,500 for 12 months, September 1, 2016.

Robbins, Sarah E., Associate Professor of Bibliography, title changed from Director of Public Relations and Strategic Initiatives to Director of Public Services and Strategic Initiatives, salary changed from annualized rate of \$66,600 for 12 months to annualized rate of \$75,000 for 12 months, September 1, 2016.

Robertson, Lindsay G., Professor of Law, Sam K. Viersen Family Foundation Presidential Professor and Chickasaw Nation Endowed Chair in Native American Law, annualized rate of \$156,745 for 9 months, additional stipend of \$43,000 for increased teaching duties in the College of Law, August 16, 2016 through December 31, 2016.

Rupp Serrano, Karen J., Associate Dean of Scholarly Resources and Services and Librarian/Associate Professor, salary changed from annualized rate of \$105,000 for 12 months to annualized rate of \$115,000 for 12 months, September 1, 2016.

Sanford, Pamela J., Instructor of Social Work, annualized rate of \$45,000 for 12 months, additional stipend of \$3,000 for increased teaching duties in the Anne and Henry Zarrow School of Social Work, August 16, 2016 through December 31, 2016.

Schmidt, Jeffrey B., Associate Professor of Marketing and Supply Chain Management, annualized rate of \$140,306 for 9 months, additional stipend of \$14,000 for increased teaching duties in the Division of Marketing and Supply Chain Management, August 16, 2016 through December 31, 2016.

Sikavitsas, Vassilios I., Professor, transfer from Chemical, Biological and Materials Engineering to Biomedical Engineering, salary remains at annualized rate of \$99,798 for 9 months, August 16, 2016.

Silva, Carol L., Professor of Political Science and Director of Center for Risk and Crisis Management, annualized rate of \$136,158 for 9 months, additional stipend of \$15,000 for serving as Co-Director of the National Institute for Risk and Resilience, August 16, 2016 through May 15, 2017.

Slater, Janis L., Research Associate, K20 Center for Educational and Community Renewal, given additional title Project Coordinator of K20 Center for Educational and Community Renewal, salary changed from annualized rate of \$57,925 for 12 months, 0.80 time, to annualized rate of \$63,138 for 12 months, 0.80 time, August 1, 2016. Paid from grant funds; subject to availability of funds.

Sluss Jr., James J., Professor of Electrical and Computer Engineering, Senior Associate Dean of the Gallogly College of Engineering and Morris Pitman Professor of Electrical and Computer Engineering, given additional titles Associate Vice President for Academic Affairs and Dean of the Graduate College at Tulsa, salary changed from annualized rate of \$215,000 for 12 months to annualized rate of \$220,000 for 12 months, September 1, 2016.

Smothermon, Connie S., Assistant Professor of Law, Director of Competitions, Director of Externships and Assistant Director of Legal Writing and Research, annualized rate of \$77,438 for 9 months, additional stipend of \$33,000 for increased teaching duties in the College of Law, August 16, 2016 through May 15, 2017.

Song, Li, Associate Professor of Aerospace and Mechanical Engineering, salary changed from annualized rate of \$90,772 for 9 months to annualized rate of \$110,772 for 9 months, August 16, 2016. Retention increase.

Warnken, Charles G., Associate Professor of Regional and City Planning, Associate Dean of Instructional Service in the College of Architecture, Interim Associate Director of the Division of Architecture, H. Russell Pitman Professor of Architecture and PhD Coordinator of the College of Architecture, given additional title Director of the Division of Regional and City Planning, salary remains at annualized rate of \$159,871 for 12 months, August 16, 2016.

Watkins, Nicole S., Research Associate, K20 Center for Educational and Community Renewal, salary changed from annualized rate of \$62,832 for 12 months to annualized rate of \$64,717 for 12 months, August 1, 2016. Paid from grant funds; subject to availability of funds.

White, Kelvin L., Associate Dean for Faculty Development and Community and Associate Professor of Library and Information Studies, salary changed from annualized rate of \$110,000 for 12 months to annualized rate of \$125,000 for 12 months, October 1, 2016. Merit and equity increase.

Widener, Jeffrey M., Librarian/Assistant Professor, annualized rate of \$63,240 for 12 months, additional stipend of \$5,500 for increased teaching duties in University Libraries, August 16, 2016 through December 31, 2016.

Williamson, Jason K., Instructor of Modern Languages, Literatures and Linguistics, salary changed from annualized rate of \$45,260 for 9 months to annualized rate of \$48,000 for 9 months, August 16, 2016.

You, JianLan, Research Assistant Professor of Chemistry and Biochemistry, salary changed from annualized rate of \$45,000 for 12 months to annualized rate of \$48,000 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

RESIGNATION(S)/TERMINATION(S):

Ade, Carl, Assistant Professor of Health and Exercise Science, August 1, 2016. Accepted position at Kansas State University.

Gaitan Ospina, Carlos F., Research Scientist, Atmospheric and Geographic Sciences Dean, August 1, 2016.

Gao, Haijuan, Assistant Professor of Health and Exercise Science, August 2, 2016.

Ghabchi, Rouzbeh, Postdoctoral Research Fellow, Civil Engineering and Environmental Science, August 22, 2016.

Johnson, Matthew B., Professor of Physics and Astronomy and Ted and Cuba Webb Presidential Professor, August 16, 2016. Accepted position at West Virginia University.

Jourdan, Dawn E., Director and Associate Professor of the Division of Regional and City Planning, August 1, 2016. Accepted position at Texas A&M University.

Kessler, Sharon A., Assistant Professor of Microbiology and Plant Biology, August 14, 2016. Accepted position at Purdue University.

Mania Singer, Jackie T., Research Associate, K20 Center for Educational and Community Renewal, September 14, 2016.

Pearson Patel, Jessica L., Assistant Professor of International and Area Studies, August 1, 2016.

Rook Koepsel, Emily E., Assistant Professor of International and Area Studies and Wick Cary Professor in International Studies #2, August 1, 2016.

Walker, Gwendolyn, Assistant Professor of Musical Theatre, June 1, 2016.

Wang, Yadong, Research Scientist, Cooperative Institute of Mesoscale Meteorological Studies, August 15, 2016.

RETIREMENT(S):

Clay Jr., William C., Assistant Professor of Sociology, December 23, 2016. Named Professor Emeritus of Sociology.

Drass, Richard R., Archeologist III, Oklahoma Archeological Survey, December 23, 2016. Named Archeologist Emeritus of Oklahoma Archeological Survey.

Foote, Donna J., Associate Professor of Bibliography – Geology Library and Mr. and Mrs. Laurence S. Youngblood Chair for Energy Librarian, August 1, 2016. Named Professor Emeritus of Bibliography.

Hardy, Camille, Professor of Dance, September 1, 2016. Named Professor Emeritus of Dance.

Milton, Kimball A., George Lynn Cross Research Professor of Physics and Astronomy, December 23, 2016. Named George Lynn Cross Research Professor Emeritus of Physics and Astronomy.

Page, Rex L., Professor of Computer Science, July 1, 2015. Named Professor Emeritus of Computer Science. Update to June 2015 Agenda.

Sharp, Susan F., David Ross Boyd Professor of Sociology and L.J. Semrod Presidential Professor, December 23, 2016. Named David Ross Boyd Professor Emeritus of Sociology.

Watson, Deborah K., Professor of Physics and Astronomy and Edith Kinney Gaylord Presidential Professor, August 11, 2016. Named Professor Emeritus of Physics and Astronomy.

Health Sciences Center:

NEW APPOINTMENT(S):

Bui, Thanh Cong, M.D., DrPH, Instructor in Family and Preventive Medicine, annualized rate of \$75,000 for 12 months, December 5, 2016 through June 30, 2017.

Conner, Stephen Bruce, M.D., Clinical Instructor in Orthopedic Surgery and Rehabilitation, annualized rate of \$60,000 for 12 months, 0.90 time, October 17, 2016 through June 30, 2017.

Kebbe, Jad M., M.D., Assistant Professor of Medicine, annualized rate of \$171,750 for 12 months, October 5, 2016 through June 30, 2017. University base \$60,000. New consecutive term appointment

Morris, Katherine T., M.D., Associate Professor of Surgery, annualized rate of \$65,000 for 12 months, November 1, 2016 through June 30, 2017. University base \$65,000. New consecutive term appointment

REAPPOINTMENT(S):

Henderson, Joseph Neil, Ph.D., reappointed Professor of Research, Department of Health Promotion Sciences, annualized rate of \$31,000 for 12 months, 0.25 time, October 10, 2016 through June 30, 2017.

CHANGE(S):

Agbaga, Martin-Paul, title changed from Assistant Professor of Research to Assistant Professor of Ophthalmology; retains title Adjunct Assistant Professor of Cell Biology; annualized rate of \$68,100 for 12 months, December 11, 2016 through June 30, 2017. New consecutive term appointment

Awab, Ahmed, Assistant Professor of Medicine, start date changed from July 1, 2011 to September 28, 2011. Correcting Human Resources error. Previously approved by OU Board of Regents on September 19, 2011.

Boyce, Kari E., Associate Dean, College of Allied Health, Associate Professor of Medical Imaging and Radiation Sciences, and Adjunct Associate Professor of Allied Health Sciences, salary changed from annualized rate of \$90,500 for 12 months to annualized rate of \$92,500 for 12 months, October 30, 2016 through June 30, 2017. Includes an administrative supplement of \$10,000 while serving as Associate Dean. University base \$82,500

Brown, Naina Lynn, Associate Professor of Neurosurgery, given additional title Pediatric Section Chief, Department of Neurosurgery, September 1, 2016.

Carr, Daniel J., George Lynn Cross Research Professor of Ophthalmology, Professor of Microbiology and Immunology, and The Stanton L. Young Endowed Chair in Ophthalmology, salary changed from annualized rate of \$193,371 for 12 months to annualized rate of \$174,034 for 12 months, October 30, 2016 through June 30, 2017. Change in funding sources

Coffey, Sara M., Assistant Professor of Psychiatry, Tulsa, and The Oxley Foundation Chair in Child and Adolescent Psychiatry, given additional title Adjunct Assistant Professor of Medical Informatics, Tulsa; salary changed from annualized rate of \$80,000 for 12 months to annualized rate of \$136,700 for 12 months, October 30, 2016 through June 30, 2017. Additional responsibilities. University base \$70,000

Harville, Lacy Edward, Assistant Professor of Surgery, salary changed from annualized rate of \$70,000 for 12 months to annualized rate of \$89,348 for 12 months, October 30, 2016 through June 30, 2017. Correction to FY 17 budget. VA funding

John, Andrew Barnabas, Associate Professor of Communication Sciences and Disorders, given additional title Interim Chair, Department of Communication Sciences and Disorders; salary changed from annualized rate of \$71,300 for 12 months to annualized rate of \$87,300 for 12 months, October 16, 2016 through June 30, 2017. Includes an administrative supplement of \$14,000 while serving as Interim Chair, Department of Communication Sciences and Disorders. Tenured base \$73,300

Johnson, Carole Elizabeth, Professor of Communication Sciences and Disorders, title Chair, Department of Communication Sciences and Disorders deleted; salary changed from annualized rate of \$142,500 for 12 months to annualized rate of \$130,000 for 12 months, November 13, 2016 through June 30, 2017. Removal of \$12,500 administrative supplement for serving as Chair, Department of Communication Sciences and Disorders. Tenured base \$130,000

Knehans, Allen W., David Ross Boyd Professor and Chair of Nutritional Sciences, salary changed from annualized rate of \$101,000 for 12 months to annualized rate of \$106,000 for 12 months, October 30, 2016 through June 30, 2017. Includes an administrative supplement of \$10,000 while serving as Chair, Department of Nutritional Sciences. Tenured base \$96,000

Lawrence, Hillary Seth, title changed from Assistant Professor to Clinical Assistant Professor of Dermatology; title The Richard and Adeline Fleischaker Chair in Dermatology Research deleted, salary changed from the annualized rate of \$70,000 for 12 months, full-time, to agreed Professional Practice Plan earnings from OUP patient care activity, 0.05 time, October 16, 2016 through June 30, 2017.

Mcunu, Arthur N.S., Jr., Assistant Professor of Surgery, salary changed from annualized rate of \$70,000 for 12 months to annualized rate of \$89,348 for 12 months, October 30, 2016 through June 30, 2017. Correction to FY 17 budget. VA funding

Tucker, Susan Bell, Assistant Professor of Allied Health Sciences and Adjunct Assistant Professor of Rehabilitation Sciences; title changed from Assistant Dean of Student Affairs to Assistant Dean for Academic and Student Affairs, College of Allied Health, salary changed from annualized rate of \$76,604 for 12 months to annualized rate of \$90,000 for 12 months, October 30, 2016 through June 30, 2017. Includes an administrative supplement of \$10,000 while serving as Assistant Dean for Academic and Student Affairs.

White, Robin K., title changed from Clinical Assistant Professor to Assistant Professor of Medical Imaging and Radiation Sciences, salary changed from annualized rate of \$56,500 for 12 months to annualized rate of \$64,000 for 12 months, October 16, 2016 through June 30, 2017.

New consecutive term appointment

NEPOTISM WAIVER(S):

Barbee, Christi Marie, Au.D., Assistant Professor of Communication Sciences and Disorders. Dr. Barbee is the spouse of Andrew John, Ph.D., Interim Chair and Associate Professor of Communication Sciences and Disorders. Dr. John was appointed Interim Chair of the Department of Communication Sciences and Disorders effective October 16, 2016 (pending Board of Regents' approval). Dr. Barbee and Dr. John have both been faculty members in the Department of Communication Sciences and Disorders since 2007. Performance evaluations on Dr. Christi Barbee will be conducted by another senior faculty member in the department, Dr. Mary Hudson. Dr. Hudson has been with the department since 2004 and holds the academic rank of associate professor. A Nepotism Waiver Management Plan has been reviewed and approved to ensure that Dr. Andrew John is removed from all financial and supervisory matters related to Dr. Christi Barbee.

George, Regina, proposed employment as an Associate in the Department of Anesthesiology. Ms. George is the cousin of Julie Chacko, also an associate in the Department of Anesthesiology. Ms. George's experience is needed in the Perioperative Assessment Unit and would also be beneficial to the Department of Anesthesiology and OU Medical Center. Neither Ms. George nor Ms. Chacko would be in a supervisory role over the other. Performance evaluations, recommendations for compensation, promotion, and/or awards for both will be conducted by physicians at Children's Hospital. Dr. Gozde Demiralp, Assistant Professor, Department of Anesthesiology, will conduct the faculty evaluations at OU Medical Center.

RESIGNATION(S) AND/OR TERMINATION(S):

Carter, John W., Clinical Associate Professor of Surgery, Tulsa, October 7, 2016.

Drinkaus, Rebecca Ann, Clinical Assistant Professor of Anesthesiology, October 3, 2016.

Hutton, James Philip, Clinical Professor of Internal Medicine, Tulsa, December 31, 2016.

Lake, Jack Russelle, Associate Professor of Radiological Sciences, September 30, 2016.

Madamangalam, Abhinava, Associate Professor of Anesthesiology, October 18, 2016. Accepted another position

Masters, Barbara K., Clinical Associate Professor of Psychiatry and Behavioral Sciences, January 11, 2015. Accepted another position as the Alexandria VA Health Care System. Correction to internal records

Matthiesen, Chance L., Clinical Assistant Professor of Radiation Oncology, October 31, 2016.

Morton, Daniel J., Associate Professor of Research, Department of Pediatrics, September 30, 2016.

Nihira, Mikio A., Professor of Obstetrics and Gynecology, October 11, 2016.

Pham, Ngoc M., Clinical Instructor in Surgery, November 11, 2016.

Reza, Julia H., Clinical Assistant Professor of Pediatrics, December 2, 2016.

Turman, Martin Allan, Professor of Pediatrics, Adjunct Professor of Cell Biology, and The Paul and Ann Milburn Chair in Nephrology, December 31, 2016. Accepted position at Phoenix Children's Hospital

Vedamani, Shawn R., Assistant Professor of Anesthesiology, October 19, 2016. Accepted another position

Yealy, Johnna K., Clinical Associate Professor of Family and Preventive Medicine, September 30, 2016.

RETIREMENT(S):

Stull, Terrence, Professor and Chair of Pediatrics, Adjunct Professor of Microbiology and Immunology, and The CMRI/Patricia Price Browne Distinguished Chair in Pediatrics. Named Professor Emeritus of Pediatrics, September 27, 2016. Approval of Emeritus title only. Retirement previously approved by the Board of Regents on September 14, 2016.

Weigel, Paul H., George Lynn Cross Research Professor of Biochemistry and Molecular Biology, and The Ed Miller Chair in Molecular Biology, November 30, 2016.

DEATH(S):

President Boren regrets to report the following deaths:

Durrett, Jackie Paul, Clinical Assistant Professor of Family and Preventive Medicine, October 29, 2016.

Sannito, Michael, Assistant Professor of Family and Community Medicine, Tulsa, November 7, 2016.

Norman Campus:

LEAVE(S) OF ABSENCE:

Commuri, Sesh, Professor of Electrical and Computer Engineering and Gerald Tuma Presidential Professor, leave of absence without pay, January 1, 2017 through May 15, 2017. Extension of previously approved leave, January 1, 2016 through December 31, 2016.

Grier, Robin M., Professor of Economics and of International and Area Studies, leave of absence with pay, August 16, 2016 through January 1, 2017.

Ruyle, Jessica E., Assistant Professor of Electrical and Computer Engineering, family and medical leave of absence, October 10, 2016.

NEW APPOINTMENT(S):

Corfidi, Stephen F., Research Fellow, Cooperative Institute for Mesoscale Meteorological Studies, annualized rate of \$62,000 for 12 months, October 24, 2016. Paid from grant funds; subject to availability of funds.

Choi, Jung Jin, Ph.D., Senior Research Associate, Aerospace and Mechanical Engineering, annualized rate of \$86,400 for 12 months, November 7, 2016.

Johnson, Aaron, Ph.D., Research Scientist, Meteorology, annualized rate of \$64,000 for 12 months, January 1, 2017. Paid from grant funds; subject to availability of funds.

Mu, Jianhong, Ph.D., Postdoctoral Research Associate, Geography and Environmental Sustainability, annualized rate of \$60,000 for 12 months, October 1, 2016. Paid from grant funds; subject to availability of funds.

Sarmiento, Uldarico, Assistant Professor of Drama, annualized rate of \$45,000 for 9 months, August 16, 2016 through May 15, 2017. Changing from temporary faculty to tenure-track faculty.

Watson, Lani H., Ph.D., Postdoctoral Fellow, Institute for the Study of Human Flourishing, annualized rate of \$94,820 for 12 months, September 1, 2016. Paid from grant funds; subject to availability of funds.

Wright, Rachel E., Ph.D., Lecturer of Mathematics, annualized rate of \$60,000 for 9 months, January 1, 2017 through May 15, 2021. Changing from temporary faculty to a five-year renewable term appointment.

REAPPOINTMENT(S):

Anderson, Ronald H., reappointed to a two-year renewable term as Assistant Professor of Management and International Business, annualized rate of \$84,256 for 9 months, August 16, 2016 through May 15, 2018.

Boyd, Katrina G., reappointed to a five-year renewable term as Assistant Professor of Film and Media Studies, annualized rate of \$53,040 for 9 months, August 16, 2016 through May 15, 2021.

Branham, Lady J., reappointed to a one-year renewable term as Instructor of Business Communications, annualized rate of \$30,000 for 9 months, August 16, 2016 through May 15, 2017.

Chambers, Peggy L., reappointed to a five-year renewable term as Instructor of Classics and Letters, annualized rate of \$62,538 for 9 months, August 16, 2016 through May 15, 2021.

Cruise, Rebecca J., Assistant Dean of the College of International Studies, reappointed to a three-year renewable term as Assistant Professor of International and Area Studies, annualized rate of \$96,202 for 12 months, July 1, 2016 through June 30, 2019.

Dulin, Joseph B., reappointed to a three-year renewable term as Instructor of Accounting, annualized rate of \$75,000 for 9 months, August 16, 2016 through May 15, 2019.

Golubeva, Evgenia V., Michael F. Price Student Investment Fund Professor, reappointed to a five-year renewable term as Assistant Professor of Finance, annualized rate of \$122,000 for 9 months, August 16, 2016 through May 15, 2021.

Hoefnagels, Marielle H., reappointed to a five-year renewable term as Associate Professor of Microbiology and Plant Biology and of Biology, annualized rate of \$46,240 for 9 months, August 16, 2016 through May 15, 2021.

Pendergraft, Richard A., reappointed as Lecturer of Engineering, rate of \$8,000 for 4.5 months, 0.25 time, August 16, 2016 through December 31, 2016.

Rambo, Karl F., Director of Scholar-Leadership Enrichment Program, reappointed to a five-year renewable term as Associate Professor of Anthropology, annualized rate of \$91,800 for 12 months, July 1, 2016 through June 30, 2021.

Safiejkomrocza, Barbara, reappointed to a five-year renewable term as Associate Professor of Biology, annualized rate of \$61,088 for 9 months, August 16, 2016 through May 15, 2021.

Walker-Esbaugh, Cheryl A., reappointed to a five-year renewable term as Instructor of Classics and Letters, annualized rate of \$50,778 for 9 months, August 16, 2016 through May 15, 2021.

Wells, Steven P., Simulation Center Coordinator of the Anne and Henry Zarrow School of Social Work, reappointed to a five-year renewable term as Clinical Associate Professor of Social Work, annualized rate of \$66,931 for 12 months, July 1, 2016 through June 30, 2021.

Wu, Sarah J., reappointed as Adjunct Lecturer of Computer Science, rate of \$7,500 for 4.5 months, 0.25 time, August 16, 2016 through December 31, 2016.

CHANGE(S):

Adams, Curt, Associate Professor of Educational Leadership and Policy Studies at Tulsa and Linda Clarke Anderson Presidential Professor, annualized rate of \$75,700 for 9 months, additional stipend of \$3,700 for increased teaching duties in the Department of Educational Leadership and Policy Studies at Tulsa, August 16, 2016 through December 31, 2016.

Adcox, William R., Research Fellow, Electrical and Computer Engineering, salary changed from annualized rate of \$7,200 for 12 months, 0.20 time, to annualized rate of \$7,200 for 12 months, 0.10 time, October 15, 2016.

Bolen, Ronald E., Assistant Professor of Entrepreneurship and Economic Development, given additional titles Director of the Graduate and Executive Center and Executive Director of Executive Education in the Division of Entrepreneurship and Economic Development, salary changed from annualized rate of \$168,300 for 9 months to annualized rate of \$205,700 for 12 months, January 1, 2017. Changing from 9-month faculty to 12-month academic administrator.

Brown, Cecelia M., Professor of Library and Information Studies, delete title Director of the School of Library and Information Studies, salary changed from annualized rate of \$124,000 for 12 months to annualized rate of \$90,000 for 9 months, January 1, 2017. Changing from 12-month academic administrator to 9-month faculty.

Burge, Gregory S., Associate Professor of Economics, annualized rate of \$107,175 for 9 months, additional stipend of \$5,000 for serving as Graduate Director in the Department of Economics, January 1, 2017 through May 15, 2017.

Carl, John D., Assistant Professor of Sociology, annualized rate of \$55,000 for 9 months, additional stipend of \$4,500 for increased teaching duties in the Department of Sociology, January 1, 2017 through May 15, 2017.

Carvallo, Mauricio R., Associate Professor of Psychology, annualized rate of \$72,807 for 9 months, additional stipend of \$5,000 for increased teaching duties in the Department of Psychology, August 16, 2016 through December 31, 2016; and additional stipend of \$5,000 for increased teaching duties in the Department of Psychology, January 1, 2017 through May 15, 2017. Correction to June 2016 agenda.

Chancellor, Jennifer, title changed from renewable term Instructor to renewable term Lecturer of English, salary remains at annualized rate of \$40,000 for 9 months, September 2, 2016.

Chapple, Constance, Associate Professor of Sociology and Adjunct Associate Professor of Women's and Gender Studies, annualized rate of \$70,070 for 9 months, additional stipend of \$4,800 for increased teaching duties in the Department of Sociology, January 1, 2017 through May 15, 2017.

Cruise, Rebecca J., Assistant Professor of International and Area Studies and Assistant Dean of the College of International Studies, annualized rate of \$96,202 for 12 months, additional stipend of \$7,000 for increased teaching duties in the Department of International and Area Studies, January 1, 2017 through May 15, 2017.

Edmondson, Robert A., Assistant Professor of Liberal Studies, annualized rate of \$63,650 for 9 months, additional stipend of \$200 for increased teaching duties in the College of Liberal Studies, February 21, 2016 through September 1, 2016.

Edwards, Beverly J., Professor of Educational Leadership and Policy Studies at Tulsa, annualized rate of \$83,444 for 9 months, additional stipend of \$4,000 for increased teaching duties in the Department of Educational Leadership and Policy Studies at Tulsa, August 16, 2016 through December 31, 2016.

Grady, Brian P., Director and Professor of the School of Chemical, Biological and Materials Engineering and President's Associates Presidential Professor, delete title Conoco/Dupont Professor of Chemical Engineering, salary remains at annualized rate of \$183,479 for 12 months, August 16, 2016.

Grillot, Suzette R., Dean of the College of International Studies, Professor of International and Area Studies, William J. Crowe Chair in Geopolitics and Vice Provost of International Programs, annualized rate of \$218,250 for 12 months, additional stipend of \$7,000 for increased teaching duties in the Department of International and Area Studies, January 1, 2017 through May 15, 2017.

Gullberg, Steven R., Assistant Professor of Aviation and of Liberal Studies, annualized rate of \$65,000 for 9 months, additional stipend of \$150 for increased teaching duties in the College of Liberal Studies, April 18, 2016 through September 2, 2016.

Hackney, Jennifer K., Assistant Professor of Sociology, annualized rate of \$55,570 for 9 months, additional stipend of \$4,500 for increased teaching duties in the Department of Sociology, January 1, 2017 through May 15, 2017.

Helton, Taiawagi, Professor of Law, annualized rate of \$122,249 for 9 months, additional stipend of \$39,000 for increased teaching duties in the College of Law, January 1, 2017 through May 15, 2017.

Hill, Christopher M., Assistant Professor of Sociology, annualized rate of \$60,690 for 9 months, additional stipend of \$4,500 for increased teaching duties in the Department of Sociology, January 1, 2017 through May 15, 2017.

Holliday, Lisa M., Interim Director and Associate Professor of the Haskell and Irene Lemon Construction Science Division and Harold H. Conner Professor of Construction Science, delete title Graduate Liaison of the Haskell and Irene Lemon Construction Science Division, salary changed from annualized rate of \$85,754 for 9 months to annualized rate of \$82,154 for 9 months, September 1, 2016.

Imran, Ali, Assistant Professor of Electrical and Computer Engineering, salary changed from annualized rate of \$86,700 for 9 months to annualized rate of \$95,000 for 9 months, January 1, 2017. Retention increase.

Johnson, Kathleen L., Professor of Journalism and Mass Communication and McMahon Centennial Professor of News Communication, annualized rate of \$65,790 for 9 months, additional stipend of \$1,500 for increased teaching duties in the Gaylord College of Journalism and Mass Communication, January 1, 2017 through May 15, 2017.

Jones, Julie M., Lecturer of Journalism and Mass Communication, annualized rate of \$68,289 for 9 months, additional stipend of \$2,250 for increased teaching duties in the Gaylord College of Journalism and Mass Communication, January 1, 2017 through May 15, 2017.

Kerr, Robert L., Professor of Journalism and Mass Communication, Gaylord Family Professor #2 and Edith Kinney Gaylord Presidential Professor, annualized rate of \$85,507 for 9 months, additional stipend of \$4,500 for increased teaching duties in the Gaylord College of Journalism and Mass Communication, January 1, 2017 through May 15, 2017.

Knippenberg, F. S., Professor of Law and Floyd and Martha Norris Chair in Law, annualized rate of \$157,977 for 9 months, additional stipend of \$6,000 for increased teaching duties in the College of Law, January 1, 2017 through May 15, 2017.

Landis, Joshua M., Professor of International and Area Studies, Director of the Center for Middle East Studies and Presidential Teaching Fellow in Honors, annualized rate of \$105,000 for 9 months, additional stipend of \$7,000 for increased teaching duties in the Department of International and Area Studies, January 1, 2017 through May 15, 2017.

McCall, Brian M., Professor of Law, Associate Dean for Academic Affairs in the College of Law, Orpha and Maurice Merrill Professor of Law and Associate Director of the Law Center, annualized rate of \$186,500 for 12 months, additional stipend of \$6,000 for increased teaching duties in the College of Law, January 1, 2017 through May 15, 2017.

McDaniel III, Henry A., Assistant Professor of Drama, salary changed from annualized rate of \$46,000 for 9 months to annualized rate of \$48,500 for 9 months, August 16, 2016. Retention increase.

McPherson, Alan L., Professor of International and Area Studies, ConocoPhillips Chair in Latin American Studies and Director of Graduate Studies in the Department of International and Area Studies, annualized rate of \$140,518 for 9 months, additional stipend of \$7,000 for increased teaching duties in the Department of International and Area Studies, January 1, 2017 through May 15, 2017.

Miller, Christina R., Associate Professor of Social Work and Undergraduate Coordinator of the Anne and Henry Zarrow School of Social Work, given additional title Assistant Director of the Anne and Henry Zarrow School of Social Work, salary changed from annualized rate of \$77,071 for 9 months to annualized rate of \$102,761 for 12 months, January 1, 2017. Changing from 9-month faculty to 12-month academic administrator.

Natale, Anthony P., Associate Professor of Social Work, delete title Assistant Director of the Anne and Henry Zarrow School of Social Work, salary changed from annualized rate of \$92,156 for 12 months to annualized rate of \$69,950 for 9 months, January 1, 2017. Changing from 12-month academic administrator to 9-month faculty.

Nicholson, Daniel R., Assistant Professor of Law, annualized rate of \$66,200 for 9 months, additional stipend of \$6,000 for increased teaching duties in the College of Law, January 1, 2017 through May 15, 2017.

Robertson, Lindsay G., Professor of Law, Sam K. Viersen Family Foundation Presidential Professor and Chickasaw Nation Endowed Chair in Native American Law, annualized rate of \$156,745 for 9 months, additional stipend of \$18,000 for increased teaching duties in the College of Law, January 1, 2017 through May 15, 2017.

Showers, Carolin J., Professor of Psychology, annualized rate of \$87,006 for 9 months, additional stipend of \$5,100 for increased teaching duties in the Department of Psychology, January 1, 2017 through May 15, 2017.

St. John, Craig A., Chair and Professor of the Department of Sociology, annualized rate of \$148,500 for 12 months, additional stipend of \$5,100 for increased teaching duties in the Department of Sociology, January 1, 2017 through May 15, 2017.

Sturtevant, Victoria M., Associate Professor of Film and Media Studies, Associate Dean of the College of Arts and Sciences and Adjunct Associate Professor of Women's and Gender Studies, delete title Interim Director of Film and Media Studies Program, salary remains at annualized rate of \$125,000 for 12 months, July 1, 2016.

Tabb, William M., David Ross Boyd Professor of Law and Judge Fred Daugherty Chair in Law, annualized rate of \$219,770 for 9 months, additional stipend of \$3,000 for increased teaching duties in the College of Law, January 1, 2017 through May 15, 2017.

Terry, Robert A., Professor of Psychology and of Management and Entrepreneurship, annualized rate of \$83,083 for 9 months, additional stipend of \$5,000 for increased teaching duties in the Department of Psychology, January 1, 2017 through May 15, 2017.

Walker-Esbaugh, Cheryl A., Instructor of Classics and Letters, annualized rate of \$50,778 for 9 months, additional stipend of \$4,200 for increased teaching duties in the Department of Classics and Letters, January 1, 2017 through May 15, 2017.

Wrobel, David M., Professor of History, David L. Boren Professor and Merrick Chair in Western American History, given additional title Faculty Director of the Western History Collections, salary remains at annualized rate of \$162,690 for 9 months, January 1, 2017. To be paid \$54,230 through summer salary.

Wuestewald, Todd C., Assistant Professor of Liberal Studies, annualized rate of \$66,100 for 9 months, additional stipend of \$2,700 for serving as Lead Faculty member of the Criminal Justice Program in the College of Liberal Studies, September 1, 2016 through December 22, 2016.

Yount, Deborah R., Instructor of Journalism and Mass Communication, annualized rate of \$68,000 for 9 months, additional stipend of \$2,250 for increased teaching duties in the Gaylord College of Journalism and Mass Communication, January 1, 2017 through May 15, 2017.

Yu, Tian-You, Professor of Electrical and Computer Engineering, Director of Operations of the Advanced Radar Research Center and Gerald Tuma Presidential Professor, salary changed from annualized rate of \$180,421 for 9 months to annualized rate of \$170,421 for 9 months, August 16, 2016. Presidential Professor monetary award ceases after the fourth year with the title continuing.

Zhu, Ye, Research Scientist, Chemistry and Biochemistry, salary changed from annualized rate of \$72,000 for 12 months to annualized rate of \$79,200 for 12 months, December 1, 2016. Paid from grant funds; subject to availability of funds.

ACADEMIC TENURE:

Pournik, Maysam, Assistant Professor of Petroleum and Geological Engineering. Tenure denied.

NEPOTISM WAIVER(S):

Smith, Megan, Research Fellow, International and Area Studies, \$12.00 per hour, January 1, 2017. Megan Smith is the daughter of Dr. Mitchell Smith, Chair and Professor of the Department of International and Area Studies. Ms. Smith will assist with the planning of a study abroad program in Summer 2017 for the Master of Global Affairs. This will be a short-term, part-time appointment during the spring semester with 5-10 hours per week. Performance evaluations will be made by Dean Grillot. A Nepotism Waiver Management Plan has been reviewed and approved.

RESIGNATION(S)/TERMINATION(S):

Beida, Rahama, Research Assistant Professor of Meteorology, January 1, 2017.

RETIREMENT(S):

Andrews, Richard D., Geologist IV, Oklahoma Geological Survey, December 31, 2016.

Bartlett, Robert B., Archeologist II, Oklahoma Archeological Survey, January 1, 2017.

Grant, Floyd H., Professor of Industrial and Systems Engineering, Director of the Wireless Electromagnetic Compatibility Center, Samuel Roberts Noble Presidential Professor and Tom and Mary Dugan Professor of Engineering, December 23, 2016. Named Professor Emeritus of Industrial and Systems Engineering.

Moore-Furneaux, John E., Professor of Physics and Astronomy, December 23, 2016. Named Professor Emeritus of Physics and Astronomy.

Pappas, James P., Dean of the College of Liberal Studies and of the College of Continuing Education, Professor of Education and Vice President for University Outreach, December 23, 2016. Named Dean Emeritus of the College of Liberal Studies and of the College of Continuing Education, Vice President Emeritus for University Outreach and Professor Emeritus of Education.

Postawko, Susan E., Associate Professor of Meteorology and Associate Director of the School of Meteorology, January 1, 2017. Named Professor Emeritus of Meteorology.

Razook Jr., Nim M., David Ross Boyd Professor of Legal Studies and Robert M. Zinke Chair in Energy Management, December 31, 2016. Named David Ross Boyd Professor Emeritus of Legal Studies.

Reches, Zeev, Professor of Geology and Geophysics and Anadarko Centennial Professor of Geology and Geophysics, December 31, 2016. Named Professor Emeritus of Geology and Geophysics.

Rosenthal, James A., Professor of Social Work, December 23, 2016. Named Professor Emeritus of Social Work.

Suneson, Neil H., Geologist IV, Oklahoma Geological Survey, December 31, 2016.

AGENDA ITEM 29

**ISSUE: ADMINISTRATIVE AND PROFESSIONAL PERSONNEL
ACTIONS – NC & HSC**

ACTION PROPOSED:

President Boren recommends the Board of Regents approve the administrative and professional personnel actions shown below. An executive session pursuant to Section 307B.1, of the Open Meeting Act may be proposed.

Health Sciences Center:

APPOINTMENT(S):

Allison, Kacee L., Neonatal Nurse Clinician, Department of Pediatrics, College of Medicine, annualized rate of \$71,500 for 12 months (\$5,958.33 per month), September 19, 2016. Professional Nonfaculty.

Carpenter, Angelika P., Neonatal Nurse Clinician, Department of Pediatrics, College of Medicine, annualized rate of \$71,500 for 12 months (\$5,958.33 per month), September 5, 2016. Professional Nonfaculty.

Doerfert-Schrader, Whitney, Staff Registered Nurse II, OU Physicians Faculty Clinics, College of Medicine, annualized rate of \$63,799 for 12 months (\$5,316.58 per month), June 20, 2016. Professional Nonfaculty.

George, Radona E., Nurse Practitioner, Obstetrics & Gynecology, College of Medicine, annualized rate of \$76,500 for 12 months (\$6,375.00 per month), July 1, 2016. Professional Nonfaculty.

Hendley, Halston, Physician Assistant I, Cancer Center Clinical Services, College of Medicine, annualized rate of \$95,650 for 12 months (\$7,970.83 per month), August 31, 2016. Professional Nonfaculty.

Lai, Yvonne, Staff Pharmacist, Cancer Center Clinical Services, College of Medicine, annualized rate of \$107,500 for 12 months (\$8,958.33 per month), August 1, 2016. Professional Nonfaculty.

Maxwell, Christine L., Nurse Navigator, Medicine Gastroenterology, College of Medicine, annualized rate of \$68,000 for 12 months (\$5,666.67 per month), August 3, 2016. Professional Nonfaculty.

Milburn, Julie D., Nurse Practitioner, Cancer Center Clinical Services, College of Medicine, annualized rate of \$89,393 for 12 months (\$7,449.42 per month), June 27, 2016. Professional Nonfaculty.

Patel, Dhiren, Fellow, CMT Surgery Residency, College of Medicine - Tulsa, annualized rate of \$60,314 for 12 months (\$5,026.17 per month), June 20, 2016. Graduate Student

Stout, Michael B., Senior Research Scientist, Nutritional Sciences, College of Allied Health, annualized rate of \$112,500 for 12 months (\$9,375.00 per month), September 1, 2016. Managerial Staff.

Seddelmeyer, Angela L., Neonatal Nurse Clinician, Department of Pediatrics, College of Medicine, annualized rate of \$71,500 for 12 months (\$5,958.33 per month), September 5, 2016. Professional Nonfaculty.

Su, Yang, Staff Registered Nurse II, OU Physicians Faculty Clinics, College of Medicine, annualized rate of \$60,320 for 12 months (\$5,026.67 per month), July 25, 2016. Professional Nonfaculty.

Tull, Michelle A., Nurse Practitioner, Cancer Center Clinical Services, College of Medicine, annualized rate of \$92,000 for 12 months (\$7,666.67 per month), July 24, 2016. Professional Nonfaculty.

REAPPOINTMENT(S):

Ballenger, Leslie J., Senior Research Epidemiologist, Biostatistics & Epidemiology, College of Public Health, annualized rate of \$70,000 for 12 months (\$5,833.33 per month), August 7, 2016. Professional Nonfaculty.

Hink, Lauren Z., Physician Assistant I, Department of Surgery, College of Medicine, annualized rate of \$89,000 for 12 months (\$7,416.67 per month), August 1, 2016. Professional Nonfaculty.

Johnson, Jami N., Pharmacist Poison Information Specialist I, Oklahoma Poison Control Center, College of Pharmacy, annualized rate of \$99,500 for 12 months (\$8,291.67 per month), July 12, 2016. Professional Nonfaculty.

Mechelay, Angela P., Clinical Pharmacist, Experiential Education, College of Pharmacy, annualized rate of \$96,500 for 12 months (\$8,041.67 per month), July 25, 2016. Professional Nonfaculty.

CHANGE(S):

Bernardo, Roberto J., Resident, Department of Medicine Residency, College of Medicine, salary changed from an annualized rate of \$56,674 for 12 months (\$4,722.83 per month), to an annualized rate of \$80,674 for 12 months (\$6,722.83 per month), July 24, 2016. Graduate Student. Additional duties.

Bowen, Amanda R., title changed from Registered Nurse Clinician, Department of Pediatrics, College of Medicine, to Neonatal Nurse Clinician, Department of Pediatrics, College of Medicine, salary changed from an annualized rate of \$63,799 for 12 months (\$5,316.58 per month), to an annualized rate of \$71,500 for 12 months (\$5,958.33 per month), July 10, 2016. Professional Nonfaculty. Promotion.

Cathey, Valari L., Nurse Practitioner, Department of Urology, College of Medicine, salary changed from an annualized rate of \$96,261 for 12 months (\$8,021.75 per month), to an annualized rate of \$103,962 for 12 months (\$8,663.50 per month), July 1, 2016. Professional Nonfaculty. Additional duties.

Conway, Robert M., Carpenter Shop Foreman, Site Support, Administration & Finance, salary changed from an annualized rate of \$59,999 for 12 months (\$4,999.92 per month), to an annualized rate of \$63,799 for 12 months (\$5,316.58 per month), September 18, 2016. Skilled Crafts. Equity.

Crutchfield, Larmel D., title changed from Relief Operating Engineer/Mechanic Journeyman IV, Site Support, Administration & Finance, to Lead Relief Operating Engineer/Mechanic Journeyman, Site Support, Administration & Finance, salary changed from an annualized rate of \$57,949 for 12 months (\$4,829.08 per month), to an annualized rate of \$63,799 for 12 months (\$5,316.58 per month), September 4, 2016. Skilled Crafts. Promotion.

Delling, Kevin C., Biomedical Electronics Foreman, Site Support, Administration & Finance, salary changed from an annualized rate of \$59,443 for 12 months (\$4,953.58 per month), to an annualized rate of \$63,799 for 12 months (\$5,316.58 per month), September 18, 2016. Skilled Crafts. Equity.

Fitzgerald, Kevin A., title changed from Assistant Vice Provost for Project Management, Office of the Provost, to Assistant Vice President for Project Management, Office of the Provost, July 1, 2016. Administrative Officer. Title change.

Freeman, Timothy, Plumbing Shop Foreman, Site Support, Administration & Finance, salary changed from an annualized rate of \$59,999 for 12 months (\$4,999.92 per month), to an annualized rate of \$63,799 for 12 months (\$5,316.58 per month), September 18, 2016. Skilled Crafts. Equity.

Hawpe, Angela, G., Director of Human Resources, Human Resources, Administration and Finance, salary changed from an annualized rate of \$111,333 for 12 months (\$9,277.75 per month), to an annualized rate of \$128,000 for 12 months (\$10,666.67 per month), September 1, 2016. Professional Nonfaculty. Equity.

Hayward, Sarah K., Staff Pharmacist, Cancer Center Clinical Services, College of Medicine, salary changed from an annualized rate of \$54,086 for 12 months (\$4,507.17 per month), to an annualized rate of \$108,171 for 12 months (\$9,014.25 per month), July 10, 2016. Professional Nonfaculty. FTE increase from 50% to 100%.

Jackson, Travis W., Electric Shop Foreman, Site Support, Administration & Finance, salary changed from an annualized rate of \$57,221 for 12 months (\$4,768.42 per month), to an annualized rate of \$63,799 for 12 months (\$5,316.58 per month), September 18, 2016. Skilled Crafts. Equity.

Johnson, Eric, Senior Associate Dean for Administration & Finance-College of Pharmacy, Pharmacy Business Office, College of Pharmacy, salary changed from an annualized rate of \$137,000 for 12 months (\$11,416.67 per month), to an annualized rate of \$150,000 for 12 months (\$12,500.00 per month), September 18, 2016. Administrative Staff. Merit.

Landgraf, Scott E., Assistant Director of Human Resources, Human Resources, Administration and Finance, salary changed from an annualized rate of \$87,551 for 12 months (\$7,295.92 per month), to an annualized rate of \$92,770 for 12 months (\$7,730.83 per month), September 1, 2016. Professional Nonfaculty. Equity/Additional duties.

Moore, Carlos L., Relief Operating Engineer/ Mechanic Journeyman IV, Site Support, Administration & Finance, salary changed from an annualized rate of \$57,949 for 12 months (\$4,829.08 per month), to an annualized rate of \$60,846 for 12 months (\$5,070.50 per month), September 18, 2016. Skilled Crafts. Equity.

Needham, Jennifer, R., title changed from Staff Attorney, Office of Legal Counsel, to Senior Counsel, Office of Legal Counsel, salary changed from annualized rate of \$125,000 for 12 months (\$10,416.67 per month), to \$131,000 for 12 months (\$10,916.67 per month), effective September 1, 2016. Professional Nonfaculty. Promotion and additional responsibility.

Noran, Riley L., Refrigeration Shop Foreman, Site Support, Administration & Finance, salary changed from an annualized rate of \$59,999 for 12 months (\$4,999.92 per month), to an annualized rate of \$63,799 for 12 months (\$5,316.58 per month), September 18, 2016. Skilled Crafts. Equity.

Ogilvie, Martha K., title changed from Assistant Vice President for Research, Research Administration Office, Office of Research Administration, to Associate Vice President for Research, Research Administration Office, Office of Research Administration, August 1, 2016. Academic Administrators. Title change.

Patel, Dhiren, Fellow, CMT Surgery Residency, College of Medicine - Tulsa, salary changed from an annualized rate of \$60,314 for 12 months (\$5,026.17 per month), to an annualized rate of \$61,598 for 12 months (\$5,133.17 per month), July 1, 2016. Graduate Student. Correction to budget.

Sanders, Michael, Mechanic Foreman, Site Support, Administration & Finance, salary changed from an annualized rate of \$69,397 for 12 months (\$5,783.08 per month), to an annualized rate of \$72,867 for 12 months (\$6,072.25 per month), September 18, 2016. Skilled Crafts. Equity.

Sandoval, Amy J., Ultrasonographer Technologist, OU Physicians Faculty Clinics, College of Medicine, salary changed from an annualized rate of \$62,400 for 12 months (\$5,200.00 per month), to an annualized rate of \$64,480 for 12 months (\$5,373.33 per month), July 10, 2016. Technical/Paraprofessional. Additional duties.

Saksouk, Bassel, Resident, Department of Medicine Residency, College of Medicine, salary changed from an annualized rate of \$56,674 for 12 months (\$4,722.83 per month), to an annualized rate of \$80,674 for 12 months (\$6,722.83 per month), July 24, 2016. Graduate Student. Additional duties.

Sen, Ritoban, Resident, CMT Surgery Residency, College of Medicine - Tulsa, salary changed from an annualized rate of \$63,252 for 12 months (\$5,271.00 per month), to an annualized rate of \$64,517 for 12 months (\$5,376.42 per month), July 1, 2016. Graduate Student. Correction to budget.

Shadid, Jill, title changed from Clinical Assistant Professor, Pharmacy Office of the Dean, College of Pharmacy, to Director of Pharmacy, Pharmacy Office of the Dean, College of Pharmacy, July 1, 2016. Professional Nonfaculty. Changed from faculty to staff.

Singh, Avantika, Resident, Pediatrics Residency Program, College of Medicine, salary changed from an annualized rate of \$59,095 for 12 months (\$4,924.58 per month), to an annualized rate of \$61,598 for 12 months (\$5,133.17 per month), August 27, 2016. Graduate Student. Promotion from PGY5 to PGY6.

Stout, Mikeal R., Senior Fire Alarm Technician, Site Support, Administration & Finance, salary changed from an annualized rate of \$67,000 for 12 months (\$5,583.33 per month), to an annualized rate of \$70,350 for 12 months (\$5,862.50 per month), September 18, 2016. Skilled Crafts. Equity.

Taylor, Carmen G., title changed from Neonatal Nurse Practitioner, Department of Pediatrics, College of Medicine, to Nurse Practitioner, Department of Surgery, College of Medicine, August 7, 2016. Professional Nonfaculty. Department transfer.

White, Kelsey R., Chemotherapy Nurse, Stephenson Cancer Center, College of Medicine, salary changed from an annualized rate of \$61,000 for 12 months (\$5,083.33 per month), to an annualized rate of \$63,440 for 12 months (\$5,286.67 per month), July 1, 2016. Professional Nonfaculty. Correction to budget.

Zecavati, Nima, Assistant Director of Human Resources, Human Resources, Administration & Finance, salary changed from an annualized rate of \$98,100 for 12 months (\$8,175.00 per month), to an annualized rate of \$105,000 for 12 months (\$8,750.00 per month), September 1, 2016. Administrative Staff. Equity.

NEPOTISM WAIVER(S):

Jacob, Tvli, Public Health Videographer, College of Public Health – Tulsa, annualized rate of \$53,000 for 12 months (\$4,416.67 per month), July 1, 2016. Mr. Jacob is the husband of Dr. Valarie Jernigan, Associate Professor in the College of Public Health – Tulsa. Dr. Jernigan will have no role in the performance evaluation and recommendations for compensation, promotion and awards decisions for Mr. Jacob. Deanna Debus, Associate Dean for the College of Public Health will conduct annual performance evaluations for Mr. Jacob. Ms. Debus will determine Mr. Jacob's appointment, compensation, make recommendations for promotion, and eligibility for awards or honors. A Nepotism Waiver Management Plan has been reviewed and approved.

RETIREMENT(S):

Bellgardt, Donald M., Assistant Manager Payroll Services, Financial Services, Administration and Finance, July 1, 2016. Normal retirement.

Greenlee, Jenielle S., Associate Dean for Finance and Administration College of Allied Health, Allied Health Office of the Dean, College of Allied Health, November 3, 2016. Normal retirement.

Wanser, Ruthann E., Senior Departmental Billing Manager, Internal Medicine Patient Accounts, College of Medicine, July 1, 2016. Normal retirement.

RESIGNATION(S)/TERMINATION(S):

Andrews, Alicia C., Resident, Pediatrics Residency Program, College of Medicine, August 13, 2016. Completion of program.

Blackburn, John W., Resident, Anesthesiology, College of Medicine, July 1, 2016. Completion of program.

Bohan, Mary R., Certified Midwife Nurse, OUP Clinical Operations, College of Medicine - Tulsa, July 16, 2016. Termination.

Bonebrake, Tracy W., Clinical Research Nurse – JEC, Department of Pediatrics, College of Medicine, August 13, 2016. Resignation – other position.

Brooks, Phuong, Physician Assistant II, Otorhinolaryngology, College of Medicine, September 14, 2016. Resignation.

Carlson, John R., Senior Research Biostatistician, Academic Affairs, Office of the Provost, September 1, 2016. Elimination of funding.

Cruikshank, Amy C., Resident, Pediatrics Residency Program, College of Medicine, July 23, 2016. Completion of program; correction to May 12, 2016 agenda.

Eckroat, Kerri, Oncology Nurse III, Cancer Center Clinical Services, College of Medicine, September 3, 2016. Resignation.

Egbert, Brandon P., Resident, Anesthesiology, College of Medicine, July 1, 2016. Completion of program.

Gust, Katie, Chemotherapy Nurse, Stephenson Cancer Center, College of Medicine, August 6, 2016. Resignation.

Klein, Jason C., Nurse Practitioner, OU Physicians CHP Clinics, College of Medicine, August 20, 2016. Resignation.

Lim, Emily J., Program Coordinator, CMT Office of the Dean, College of Medicine - Tulsa, August 11, 2016. Resignation, other position.

Naqvi, Syed, Resident, Department of Medicine Residency, College of Medicine, August 25, 2016. Completion of program.

Oliver, Stephany F., Clinic Nurse Manager, OU Physicians Faculty Clinics, College of Medicine, July 23, 2016. Resignation.

Raney, Justin D., Payroll Services Manager, Financial Services, Administration and Finance, July 23, 2016. Resignation.

Rowlett, Robert, Resident, Anesthesiology, College of Medicine, July 1, 2016. Completion of program.

Sen, Ritoban, Resident, CMT Surgery Residency, College of Medicine - Tulsa, July 25, 2016. Completion of program.

Smith, Bryan E., IT Architect, IT Administration, Office of the Provost, September 4, 2016. Resignation.

Stuber, Kent D., Resident, Department of Medicine Residency, College of Medicine, August 18, 2016. Completion of program.

Vana, Julia L., Nurse Practitioner, Department of Pediatrics, College of Medicine, September 1, 2016. Resignation.

Winfrey, Jennifer J., Business Advisor, Heart Rhythm Institute, College of Medicine, July 16, 2016. Resignation.

Younger, Jennifer H., Data Management and Cooperative Groups Leader, Stephenson Cancer Center, College of Medicine, August 19, 2016. Resignation.

Norman Campus:

NEW APPOINTMENT(S):

Brink, Rebecca E., Director of Open Records [Administrator III], Open Records Office, annualized rate of \$65,000 for 12 months, June 25, 2016. Administrative Staff.

Bookwalter, Jennifer Lorraine, Executive Director [Managerial Associate II], Mu Alpha Theta, annualized rate of \$63,000 for 12 months, July 7, 2016. Managerial Staff.

Cohen, Audra Marie, Head Coach, Women's Tennis, [Coach/Sports Professional III], Athletics Department, annualized rate of \$105,000 Base Salary; and \$13,600 Additional Compensation from Private Funds for Personal Services; for a term of 4 years, July 1, 2016. Managerial Staff.

Cone, Christopher P., DevOps [IT Analyst II], University Libraries, annualized rate of \$63,000 for 12 months, July 8, 2016. Managerial Staff.

Crowell, Nicholas Hays, Head Coach, Men's Tennis [Coach/Sports Professional III], Athletics Department, annualized rate of \$130,000 Base Salary; and, \$13,600 Additional Compensation from Private Funds for Personal Services; for a term of 4 years, July 13, 2016. Managerial Staff.

Johnson, Arthur Ray, Assistant Coach, Baseball [Coach/Sports Professional I], Athletics Department, annualized rate of \$185,000 for 12 months, June 28, 2016. Managerial Staff.

Langley, Jerel Arthur, Assistant Coach, Men's Track and Field [Coach/Sports Professional II], Athletics Department, annualized rate of \$79,000 for 12 months, July 11, 2016. Managerial Staff.

Nowlin, Patrick Ryan, Assistant Athletics Director for Ticket Sales and Operations, [Marketing/Production Specialist II], Athletics Department, annualized rate of \$82,000 for 12 months, August 22, 2016. Managerial Staff.

Ondrasek, Kevin Austin, Assistant Coach, Men's Track and Field/Cross Country [Coach/Sport Professional I], Athletics Department, annualized rate of \$72,000 for 12 months, July 5, 2016. Managerial Staff.

Pan, Hong, Radar Engineer [Technology Project Management Specialist III], Advanced Radar Research Center, annualized rate of \$74,000 for 12 months, August 8, 2016. Managerial Staff.

Rosselli, Lewis, Head Coach, Men's Wrestling [Coach/Sports Professional III], Athletics Department, annualized rate of \$165,000 Base Salary; and, \$15,000 Additional Compensation from Private Funds for Personal Services which effective July 1, 2017, shall increase by the amount of \$5,000 non-cumulatively annually; for a term of 5 years, September 1, 2016. Managerial Staff.

Vizarelis, Alexis Jeff John, Assistant Coach, Women's Soccer, [Coach/Sports Professional I], Athletics Department, annualized rate of \$66,400, July 1, 2016. Managerial Staff.

Wavering, Thomas, Executive Director [Administrator III], Innovation Hub, Office of Strategic Initiatives, annualized rate of \$190,000 for 12 months, September 19, 2016. Administrative Staff.

CHANGES(S):

Baillio, Bruce Allen, Managing Director for Security Operations, Network and Information Assurance, [IT Architect I], Information Technology, salary changed from annualized rate of \$110,000 for 12 months to annualized rate of \$120,000 for 12 months, October 1, 2016. Managerial Staff. Retention.

Barrett, Christy K., Physician Assistant [Health Care Professional I], Goddard Health Services, salary changed from annualized rate of \$103,795 for 12 months 1.0 FTE, to annualized rate of \$83,036 for 12 months, 0.80 FTE for 12 months, August 22, 2016. Professional Staff. FTE change.

Biggerstaff, Diana, Assistant Director, Employment and Compensation [Administrator III], Human Resources, salary changed from annualized rate of \$89,618 to annualized rate of \$93,000 for 12 months, October 1, 2016. Administrative Staff. Equity.

Blahnik, Jeffrey J., Executive Director of Admissions and Recruitment, Enrollment and Student Financial Services, given additional title Associate Provost for Strategic Enrollment Planning, salary changed from annualized rate of \$130,000 for 12 months to \$165,000 for 12 months, September 1, 2016. Administrative Officer. Additional responsibilities.

Boren, Nathan A. Jr., Associate Chief of Medical Staff [Health Care Professional III], Goddard Health Services, salary changed from annualized rate of \$173,400 for 12 months to annualized rate of \$183,400 for 12 months, September 1, 2016. Professional Staff. Increase.

Bourne, Philip C., title changed from Research Scientist to Research Scientist II, Chemistry and Biochemistry, given additional title Director of Protein Production Core Facility, salary changed from annualized rate of \$49,164 for 12 months, 0.75 FTE, to annualized rate of \$67,000 for 12 months, 1.00 FTE, June 15, 2016. Professional Staff. FTE change.

Coffee, Aaron L., TREK Programmer [IT Analyst I], K20 Center for Educational and Community Renewal, salary changed from annualized rate of \$63,379 for 12 months to annualized rate of \$65,280 for 12 months, August 1, 2016. Managerial Staff. Increase.

Dean, Sharon, Associate Director of Career and College Readiness [Administrator III], K20 Center for Educational and Community Renewal, salary changed from annualized rate of \$85,933 for 12 months to annualized rate of \$88,511 for 12 months, August 1, 2016. Administrative Staff. Increase.

Delaney, Casey T., title changed from Occasional Worker to Executive Director, Development and Alumni Affairs [Development Associate I], Law Center Development, salary changed from annualized rate of \$49,400 (\$50/hr.) for 12 months to annualized rate of \$72,000 for 12 months, July 25, 2016. Managerial Staff. Temporary to permanent.

Dougherty, Robert J., title changed from IT Director [Information Technology Specialist II] to IT Manager, Liberal Studies Administration- Office, salary changed from annualized rate of \$68,796 for 12 months to annualized rate of \$71,046 for 12 months, August 1, 2016. Managerial Staff. Job reclassification.

Duca Snowden, Victoria, Director, NASA Oklahoma Space Grant Consortium/NASA EPSCoR [Program Administrator III], NASA Space Grant Consortium, salary changed from annualized rate of \$152,879 for 12 months to annualized rate of \$157,465 for 12 months, July 1, 2016. Managerial Staff. Increase.

Gardner, Tony G., Manager, Engineering and Design Services [Architecture/Engineering Professional III], Facilities Management, salary changed from annualized rate of \$100,000 for 12 months 1.0 FTE to annualized rate of \$80,000 for 12 months 0.80 FTE, July 1, 2016. Professional Staff. FTE change.

Gilbert, Rowdy C., title changed from Development Associate II, College of International Studies, to Special Assistant to the Vice President, Public Affairs, salary changed from annualized rate of \$50,000 for 12 months to annualized rate of \$65,000 for 12 months, August 1, 2016. Administrative Staff. Transfer and promotion.

Hall, Jacob C., title changed from Lieutenant [Public Safety Officer IV] to Major [Administrator II], Department of Public Safety, salary changed from annualized rate of \$66,069 (\$31.764/hr.) for 12 months to annualized rate of \$90,950 for 12 months, June 18, 2016. Administrative Staff. Job reclassification.

Hammer, Jaime S., Associate General Counsel, Office of Legal Counsel, salary changed from annualized rate of \$154,350 for 12 months to annualized rate of \$170,000 for 12 months, September 1, 2016. Administrative Officer. Increased responsibilities.

Hartman, Steve A., Art Director [IT Specialist II], K20 Center for Educational and Community Renewal, salary changed from annualized rate of \$73,150 for 12 months to an annualized rate of \$75,344 for 12 months, August 1, 2016. Managerial Staff. Merit increase.

Hendricks, Heather Nicole, Senior Counsel [Staff Attorney], Office of Legal Counsel, salary changed from annualized rate of \$97,500 for 12 months to annualized rate of \$104,500 for 12 months, September 1, 2016. Professional Staff. Promotion.

Hoadley, Kristen E., Director, Development Communications [Marketing/PR Specialist III], Development Office, salary changed from annualized rate of \$59,999 for 12 months to annualized rate of \$85,000 for 12 months, January 1, 2016. Managerial Staff. Increased responsibilities.

Hybl, Ryan, Head Coach, Men's Golf, Coach/Sports Professional I, Athletics Department, modify the current approved employment agreement to provide: 1) an Annual Stay Bonus in the annual sum \$20,000 ("Annual Sum") payable to Coach effective December 1, 2016 and on December 1 of each contract year thereafter ("Annual Date"). Coach will be entitled to each Annual Sum if Coach remains employed at the University as Head Men's Golf Coach through each Annual Date; 2) effective July 1, 2017, that the Base Salary increases by \$7,000 annually and the Additional Compensation increase by \$3,000 each year of the term through June 30, 2021. September 1, 2016. Managerial Staff. Merit, retention.

Kneifl, Courtney, Manager for Communications and Outreach [Marketing/PR Specialist II], salary changed from annualized rate of \$51,000 for 12 months to annualized rate of \$62,000 for 12 months, October 1, 2016. Managerial Staff. Increase.

Latimer II, Millard B., Senior Strategist for Academic South Partnership [IT Manager], IT Campus and Community Engagement, Information Technology, salary changed from annualized rate of \$81,500 for 12 months to annualized rate of \$88,500 for 12 months, October 1, 2016. Managerial Staff. Equity.

Lee, Luther, Title changed from Managerial Associate I to Senior Associate Director/Chief Financial Officer [Administrator III], Athletic Department, salary remains at annualized rate of \$134,400 for 12 months, February 1, 2016. Administrative Staff. Job Reclassification.

Lockett, Autumn N., Director of Admissions [Admissions/Recruitment Specialist II], College of Law, salary changed from annualized rate of \$65,000 for 12 months to annualized rate of \$75,000 for 12 months, July 1, 2016. Managerial Staff. Increase.

Lodes, Teri A., Assistant to the Dean [Administrator II], Weitzenhoffer Family College of Fine Arts, salary changed from annualized rate of \$60,245 for 12 months to annualized rate of \$67,000 for 12 months, July 1, 2016. Administrative Staff. Merit increase.

Mander, Umit F., [Administrator III], College of Architecture Dean's Office, salary changed from annualized rate of \$70,000 for 12 months to annualized rate of \$75,000 for 12 months, September 1, 2016. Administrative Staff. Equity

Moon, Addy J., Contract Administrator [Administrator II], Public and Community Services, salary changed from annualized rate of \$51,000 for 12 months to annualized rate of \$65,000 for 12 months, June 1, 2016. Administrative Staff. Increase.

Partridge, Casev A., Associate Director [University Student Program Specialist III], Graduation Office, salary changed from annualized rate of \$57,020 for 12 months to annualized rate of \$63,020, September 1, 2016. Managerial staff. Merit increase.

Pierce, Emily L., Director of Operations [Administrator II], College of Arts and Sciences Dean's Office, salary changed from annualized rate of \$69,000 for 12 months to annualized rate of \$75,000 for 12 months, October 1, 2016. Administrative Staff. Increase.

Pennington, Lacy D., Phase I Parent/Community Coordinator for the GEAR UP for the Promise Grant [Program Specialist I], K20 Center for Educational and Community Renewal, salary changed from annualized rate of \$63,105 for 12 months to annualized rate of \$64,999 for 12 months, August 1, 2016. Managerial Staff. Increase.

Pettersen, Krista A., Assistant Vice President for Academic Operations and Registrar [Assistant Vice President], OU-Tulsa, salary changed from annualized rate of \$96,127 for 12 months to annualized rate of \$103,000 for 12 months, August 1, 2016. Administrative Officer. Increased responsibilities.

Potter, Jacob D., Senior Director of Production [Media Specialist I], Athletics Department, salary changed from annualized rate of \$53,500 for 12 months to annualized rate of \$75,000 for 12 months, September 1, 2016. Managerial Staff. Increased responsibilities.

Roberts, Anthony J., Production and Design Manager [Tech Project Management Specialist II], University Press, salary changed from annualized rate of \$62,000 for 12 months to annualized rate of \$67,500 for 12 months, July 1, 2016. Managerial Staff. Increase.

Robertson, Richard E., Systems Administrator, Service Management and Operational Excellence [IT Analyst II], Information Technology, salary changed from annualized rate of \$61,190 for 12 months to annualized rate of \$66,190 for 12 months, October 1, 2016. Managerial Staff. Equity.

Sharon, Elizabeth, Senior Compensation Analysis [Human Resources Management Professional II], Human Resources, salary changed from annualized rate of \$59,569 for 12 months to annualized rate of \$62,050 for 12 months, October 1, 2016. Professional Staff. Equity.

Smith, Cherish R., Assistant to the Dean [Managerial Associate I], College of Arts and Sciences Dean's Office, salary changed from annualized rate of \$60,000 for 12 months to annualized rate of \$65,000 for 12 months, October 1, 2016. Managerial Staff. Increase.

Soell, Sarah C., title changed from Assistant Vice President for Public Affairs [Marketing/PR Specialist II] to Associate Vice President for Public Affairs [Marketing/PR Specialist II], Public Affairs, salary changed from annualized rate of \$72,500 for 12 months to annualized rate of \$85,000 for 12 months, August 1, 2016. Administrative Officer. Job reclassification and promotion.

Southwell, Kristina L., Curator/Archivist III, University Libraries Western History Collections, annualized rate of \$60,728 for 12 months, additional stipend of \$6,272 for additional duties as Head of Operations for Special Collections, September 1, 2016 through August 31, 2017. Professional Staff. Additional responsibilities.

Stubblefield, Sabrina N., title changed from Open Records Officer [Administrator III] to Staff Attorney [Staff Attorney], Legal Counsel, salary changed from annualized rate of \$66,000 for 12 months to annualized rate of \$84,000 for 12 months, July 1, 2016. Professional Staff. Reorganization and promotion.

Tamulevich, Alessandra J., Senior Acquisitions Editor [Marketing/PR Specialist II], University Press, salary changed from annualized rate of \$54,458 for 12 months to annualized rate of \$69,458 for 12 months, July 1, 2016. Managerial Staff. Increase.

Young, Peter D., Programmer [IT Analyst II], K20 Center for Educational and Community Renewal, salary changed from annualized rate of \$76,874 for 12 months to annualized rate of \$79,180 for 12 months, August 1, 2016. Managerial Staff. Increase.

Wong, Katherine C., Head of Cataloging [Librarian III], University Libraries, salary changed from annualized rate of \$61,800 for 12 months to annualized rate of \$65,000 for 12 months, September 1, 2016. Professional Staff. Increase.

Wyckoff, Justin H., Assistant Director, Training Director [Healthcare Professional III], Counseling and Testing Services, salary changed from annualized rate of \$55,000 for 12 months to annualized rate of \$75,000 for 12 months, June 1, 2016. Professional Staff. Additional responsibilities.

RESIGNATION(S)/TERMINATION(S):

Dagata, John C., Coach/Sports Professional II, Athletics Department, July 1, 2016.

Blutreich, Brain W., Coach/Sports Professional I, Athletics Department, July 1, 2016.

Burton, Christopher P., Information Technology Analyst II, IT-Oracle, September 24, 2016.
Dunn, Jason M., Coach/Sports Professional I, Athletics Department, July 10, 2016.

Cody, Mark, Coach/Sports Professional I, Athletics Department, August 11, 2016.

Larsson, Lena C., Administrator II, Oklahoma Biological Survey, July 1, 2016.
McGinnis, Timothy John, Marketing/PR Specialist I, Athletics Department, July 30, 2016.

McGowan, Veronica H., Program Administrator II, IT Supercomputing, July 30, 2016.

McGuire, Blake J., Technology Project Management Specialist III, Advanced Radar Research Center, July 10, 2016.

Millican, Antoinette, Information Technology Analyst II, IT Security, August 18, 2016.

Montoya, Bree D., Financial Associate II, Business Administration Dean, July 12, 2016.

Reynolds, Robert T., Coach/Sports Professional I, Athletics Department, June 25, 2016.

Roop, James A., Executive Director, Alumni Affairs, July 20, 2016.

Pinzino, Jamie, Coach/Sports Professional I, Athletics Department, July 1, 2016.

Taylor, Charles P., Marketing/PR Specialist II, Athletics Department, July 9, 2016.

Uysal, Faruk, Technology Project Management Specialist III, Advanced Radar Research Center, September 1, 2016.

Wong, Kathleen, Program Administrator III, Southwest Center for Human Relations, July 2, 2016.

RETIREMENT(S):

Cotts, Diane S., Administrator II, University of Oklahoma Press, September 1, 2016.

Raison, Deborah Callahan, Program Administrator II, Public Management, September 2, 2016.

Sadeghi, Kamran, Information Technology Analyst II, Psychology, July 1, 2016.

Health Sciences Center:

APPOINTMENT(S):

High, Mary A., Clinical Research Nurse I, Stephenson Cancer Center, College of Medicine, annualized rate of \$60,000 for 12 months (\$5,000.00 per month), October 30, 2016. Professional Nonfaculty.

Lowry, Cheryl, Senior Clinic Manager, OU Physicians Faculty Clinics, College of Medicine, annualized rate of \$65,000 for 12 months (\$5,416.67 per month), November 14, 2016. Managerial Staff.

Mast, Tracy N., Nurse Practitioner, Department of Pediatrics, College of Medicine, annualized rate of \$87,000 for 12 months (\$7,250.00 per month), November 14, 2016. Professional Nonfaculty.

Moore, Cody L., Utility Control Foreman, Site Support, Administration and Finance, annualized rate of \$66,560 for 12 months (\$5,546.67 per month), November 8, 2016. Skilled Crafts.

Shepherd, Nicholas A., Clinic Nurse Manager, Cancer Center Clinical Services, College of Medicine, annualized rate of \$70,000 for 12 months (\$5,833.33 per month), November 14, 2016. Managerial Staff.

CHANGE(S):

Acklin, Lauren F., Physician Assistant I, OU Physicians CHP Clinics, College of Medicine, salary changed from an annualized rate of \$89,000 for 12 months (\$7,416.67 per month), to an annualized rate of \$71,200 for 12 months (\$5,933.33 per month), November 13, 2016. Professional Nonfaculty. FTE decrease 100% to 80%

Casiano, Nikolas, title changed from Senior Programmer Analyst, Stephenson Cancer Center, College of Medicine, to Mobile Application Developer, Stephenson Cancer Center, College of Medicine, salary changed from an annualized rate of \$74,289 for 12 months (\$6,190.75 per month), to an annualized rate of \$85,000 for 12 months (\$7,083.33 per month), November 27, 2016. Professional Nonfaculty. Promotion.

Farringer, Robert W., Environmental Health & Safety Officer – Tulsa, Environmental Health & Safety, Office of the Provost, salary changed from an annualized rate of \$68,110 for 12 months (\$5,675.83 per month), to an annualized rate of \$78,110 for 12 months (\$6,509.17 per month), November 13, 2016. Managerial Staff. Additional duties.

Golden, Valerie R., title changed from EHR Project Manager, OU Physicians, College of Medicine, to HIPAA Security Officer, Compliance Office, Office of the Provost, salary changed from an annualized rate of \$79,820 for 12 months (\$6,651.67 per month), to an annualized rate of \$98,000 for 12 months (\$8,166.67 per month), October 30, 2016. Professional Nonfaculty. Promotion.

Johnson, Jami N., title changed from Pharmacist Poison Information Specialist I, Oklahoma Poison Control Center, College of Pharmacy, to Poison Center Assistant Manager, Oklahoma Poison Control Center, College of Pharmacy, salary changed from an annualized rate of \$99,500 for 12 months (\$8,291.67 per month), to an annualized rate of \$106,500 for 12 months (\$8,875.00 per month), December 25, 2016. Promotion.

Matheny, James D., Programs & Initiatives Manager, Stephenson Cancer Center, College of Medicine, salary changed from an annualized rate of \$75,289 for 12 months (\$6,274.08 per month), to an annualized rate of \$74,289 for 12 months (\$6,190.75 per month), September 18, 2016. Managerial Staff. Correction to Oct. 2016 agenda.

Mercer, Joy L., title changed from Program Manager, Family Medicine, College of Medicine, to Clinical Departmental Business Administrator, Family Medicine, College of Medicine, salary changed from an annualized rate of \$76,018 for 12 months (\$6,334.83 per month), to an annualized rate of \$105,000 for 12 months (\$8,750.00 per month), October 16, 2016. Administrative Staff. Promotion.

Minatee, Rachel E., title changed from Electronic Medical Records Trainer, OU Physicians, College of Medicine, to OU Physicians Project Manager II, OU Physicians, College of Medicine, salary changed from an annualized rate of \$59,046 for 12 months (\$4,920.50 per month), to an annualized rate of \$68,000 for 12 months (\$5,666.67 per month), October 30, 2016. Professional Nonfaculty. Promotion.

Reed, Trisha D., title changed from Senior Project Manager, OU Physicians, College of Medicine, to EHR Project Manager, OU Physicians, College of Medicine, November 27, 2016. Professional Nonfaculty. Clinic transfer.

Tarver, Nathaniel R., title changed from Deputy Chief, Campus Police, Administration and Finance, to Chief of Campus Police & Safety, Campus Police, Administration and Finance, salary changed from an annualized rate of \$85,000 for 12 months (\$7,083.33 per month), to an annualized rate of \$115,000 for 12 months (\$9,583.33 per month), December 25, 2016. Administrative Officer. Promotion.

Taylor, Erin K., title changed from Clinical Fellow, Psychiatry & Behavioral Sciences, College of Medicine, to Psychological Clinician, Department of Pediatrics, College of Medicine, salary changed from an annualized rate of \$41,560 for 12 months (\$3,463.33 per month), to an annualized rate of \$60,000 for 12 months (\$5,000.00 per month), November 13, 2016. Professional Nonfaculty. Promotion.

Troutman, Mary E., title changed from Clinics Administrator, OUP Clinical Operations, College of Medicine - Tulsa, to Senior Clinics Administrator, OUP Clinical Operations, College of Medicine - Tulsa, salary changed from an annualized rate of \$51,691 for 12 months (\$4,307.58 per month), to an annualized rate of \$72,000 for 12 months (\$6,000.00 per month), October 30, 2016. Managerial Staff. Promotion.

Wood, Angela M., title changed from Staff Accountant, Office of the Dean, College of Nursing, to Departmental Business Manager, University Research Park, Administration and Finance, salary changed from an annualized rate of \$50,000 for 12 months (\$4,166.67 per month), to an annualized rate of \$63,799 for 12 months (\$5,316.58 per month), November 27, 2016. Managerial Staff. Promotion.

NEPOTISM WAIVER(S):

Gessouroun, Cynthia, Registered Research Nurse, Department of Pediatrics, College of Medicine, annualized rate of \$27,280 for 12 months (\$2,273.33 per month), February 8, 2011. Morris Gessouroun, M.D., was appointed as Interim Chairman in the Department of Pediatrics. Cynthia Gessouroun is the spouse of Morris Gessouroun, M.D., and is appointed as a .50 FTE Registered Research Nurse within the Department of Pediatrics. Cynthia Gessouroun reports directly to Kathleen Redmond, Clinical Research Nurse II, who will be responsible for performance evaluations and recommendations for compensation, promotion, and awards. In Kathleen Redmond's absence, Bobby Thomas, Senior Business Administrator, will be the responsible party.

Tinker, Daniel, Student Assistant, Anesthesiology, College of Medicine, annualized rate of \$2,912 for 12 months (\$242.67 per month), July 11, 2016. Mr. Tinker is the son of Dr. Thomas Tinker, Associate Professor, Anesthesiology, College of Medicine. Student Assistants/Externs are evaluated through word of mouth by positive or negative interactions with faculty or residents. Dr. Thomas Tinker works in the surgery center, not OUMC OR, he does not take call and would not be in the OR with Daniel Tinker at any time.

RETIREMENT(S):

Albertson, James S., Chief of Campus Police & Safety, Campus Police, Administration and Finance, January 1, 2017. Retirement.

Lash, Tedd A., Senior Utilities/Control Technician, Site Support, Administration and Finance, November 11, 2016. Retirement.

RESIGNATION(S) / TERMINATION(S):

McClure, Heather A., Executive Operations Director for OU Physicians, OU Physicians, College of Medicine, November 12, 2016. Resignation.

Qualley, Caitlin, Radiation Therapist, Radiation Oncology, College of Medicine, November 10, 2016. Resignation.

Norman Campus:

NEW APPOINTMENT(S):

Nichols, Jonathon, Vice President for Governmental Relations, annualized rate of \$175,000 for 12 months, November 30, 2016. Executive Officer.

Pryor, Richard G., General Manager, KGOU [Media Specialist III], KGOU/KROU Radio Station, annualized rate of \$85,000 for 12 months, November 14, 2016. Managerial Staff.

Rollins, Nicole Machel, Assistant Director, Housing and Food Services Accounting Operations [Financial Associate II], Student Affairs Housing Accounting Office, annualized rate of \$60,000 for 12 months, November 7, 2016. Managerial Staff.

CHANGE(S):

Bergman, Kathryn Leigh, CMS Migrations Manager [Information Technology Specialist III], Web Communications, salary changed from annualized rate of \$55,000 for 12 months to annualized rate of \$60,000 for 12 months, October 11, 2016. Managerial Staff. Increase.

Bighorse, Aaron L., Enterprise Architect [IT Architect I], Information Technology, salary changed from annualized rate of \$86,700 for 12 months to annualized rate of \$93,636 for 12 months, January 1, 2017. Managerial Staff. Equity.

Chang, Jefferson C., Research Seismologist [Scientist/Researcher II], Oklahoma Geological Survey, salary changed from annualized rate of \$66,000 for 12 months to annualized rate of \$90,000 for 12 months, November 1, 2016. Professional Staff. Additional responsibilities.

George, Kendall A., Security Manager for Shared Services [IT Architect I], Information Technology, salary changed from annualized rate of \$86,700 for 12 months to annualized rate of \$97,104 for 12 months, January 1, 2017. Managerial Staff. Equity.

Helms, Corey M., Operations Manager, Campus & Community Engagement, [IT Specialist II], Information Technology, salary changed from annualized rate of \$61,098 for 12 months to annualized rate of \$82,500 for 12 months, January 1, 2017. Managerial Staff. Increase for new Responsibilities.

Ho, Stephen Y., IT Strategist for Office of Strategic Initiatives, [IT Specialist III], Information Technology, salary changed from annualized rate of \$68,340 for 12 months to annualized rate of \$75,000 for 12 months, January 1, 2017. Managerial Staff. Increase for new Responsibilities.

King, Kristi J., Assistant Director of Financial Administration [Financial Associate II], Office of the Vice President for Research, salary changed from annualized rate of \$59,000 for 12 months to annualized rate of \$65,000 for 12 months, October 1, 2016. Managerial Staff. Increased responsibilities

Lazalier, Kristen A. title changed from Associate Director [Development Associate II] to Executive Director of External Relations [Development Associate III], Price College Development and Alumni Relations, salary changed from annualized rate of \$75,000 for 12 months to annualized rate of \$105,000 for 12 months, January 1, 2017. Managerial Staff. Job reclassification.

Mason, W. Scott, IV, title changed from Vice President to Executive Director of Federal Programs, Executive Office, salary of annualized rate \$120,000 for 12 months remains the same, December 1, 2016. Executive Officer. Change in responsibility.

Millsap, Byron B., Associate Vice President [Associate Vice President], Office of the Vice President for Administration and Finance, additional title of Chief Purchasing Officer, salary of annualized rate of \$166,801 for 12 months remains the same, December 1, 2016. Administrative Officer. Additional title.

Moran, Annette I., title changed from Assistant Director for Athletic Academic Advising [Academic Counseling Professional I], Athletics Department to Director of Student Services [Academic Counseling Professional III], Mewbourne College of Earth & Energy, salary changed from annualized rate of \$54,500 for 12 months to annualized rate of \$60,000 for 12 months, November 21, 2016. Managerial Staff. Transfer to another department on campus.

Newman, Ann E., Phase IV Coordinator [Program Specialist I], K20 Center for Educational & Community Renewal, salary changed from annualized rate of \$61,902 for 12 months to annualized rate of \$63,760 for 12 months, August 1, 2016. Managerial Staff. Increase.

Pike, Jennifer A., Program Manager for Shared Services [Managerial Associate I], Information Technology, salary changed from annualized rate of \$60,180 for 12 months to annualized rate of \$69,207 for 12 months, January 1, 2017. Managerial Staff. Equity.

Purcell, Bradley A., Director of Development [Development Associate II], Office of the Dean, Price College of Business, salary changed from annualized rate of \$66,300 for 12 months to annualized rate of \$86,300 for 12 months, January 1, 2017. Managerial Staff. Additional responsibilities.

Simpson, Jill A., Managerial Associate II, Film & Media Studies, salary changed from annualized rate of \$84,353 for 12 months to annualized rate of \$87,305 for 12 months, September 2, 2016. Managerial Staff. September 1, 2016. Increase is funded by outside sources.

Smith, Sierra, title changed from Program Specialist I to HRPP Director [Administrator II], Human Research Participant Program, salary changed from annualized rate of \$50,000 for 12 months to annualized rate of \$68,666 for 12 months, November 1, 2016. Administrative Staff. Transfer to another department on campus.

Vaughn, Debra, title changed from Manager, Finance and Business Operations [Managerial Associate II], Bizzell Memorial Library to Executive Director of Finance, [Administrator II], Mewbourne College of Earth and Energy, salary changed from annualized rate of \$53,000 for 12 months to annualized rate of \$72,000 for 12 months, December 1, 2016. Administrative Staff.
Transfer to another department on campus.

RESIGNATION(S)/TERMINATION(S):

Cate, Jean L., Administrator III, K20 Educational & Community Renewal, January 1, 2017.

Massey, Jackie B., University Student Program Specialist I, Honors College, November 7, 2016.

Schmidt, Damon A., Technology Project Management Specialist III, Advanced Radar Research Center, November 16, 2016.

Thompson, John L., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological, January 1, 2017.

RETIREMENT(S):

Arcaroli, Paul T., Assistant Director, Communication and Technology, Human Resources, January 1, 2017.

Howk, Kathy L., Financial Associate II, College of Earth and Energy Dean, January 11, 2017.

Postawko, Susan E., Academic Associate Director, School of Meteorology, January 1, 2017.

Summers, Michelle J., Technology Project Management Specialist III, Oklahoma Geological Survey, December 31, 2016.

Weiss, Kay, Managerial Associate II, Mu Alpha Theta, December 7, 2016.

AGENDA ITEM 22

ISSUE: AWARDS, CONTRACTS, AND GRANTS

ACTION PROPOSED:

President Boren recommends that the Board of Regents ratify the awards and/or modifications for September 2016 submitted with this Agenda Item.

BACKGROUND AND/OR RATIONALE:

In accord with Regents' policy, a list of awards and/or modifications in excess of \$1,000,000 or that establish or make policy for the University, or that otherwise involve a substantial or significant service to be performed by the University are shown on the following pages. Comparative data for fiscal years 2013 through 2017 and current month and year-to-date, are shown on the graphs and tables. Throughout the reports, the data stated for both campuses include the OU-Tulsa Schusterman Campus as well.

The Provisions of Goods and Services policy provides that new contracts and grants in excess of \$1,000,000 must be referred to the Board of Regents for ratification. In addition, in the event a contract, grant, document, or arrangement involved would establish or make policy for the University, or would otherwise involve substantial or significant service to be performed by the University, that contract, arrangement, or document shall be referred to the Board of Regents for approval.

	FY16 Total Expenditures	FY16 YTD Expenditures	FY17 YTD Expenditures
UNIVERSITY OF OKLAHOMA	\$289,102,635	\$75,281,697	\$74,900,372
NORMAN CAMPUS	\$155,008,734	\$40,258,936	\$39,775,103
HEALTH SCIENCES CENTER	\$134,093,901	\$35,022,761	\$35,125,269

Chart Key / Definitions for the pages that follow:

RESEARCH/OSP = Research and Other Sponsored Programs

INSTRUCTION = Instruction/Training (applies to HSC only)

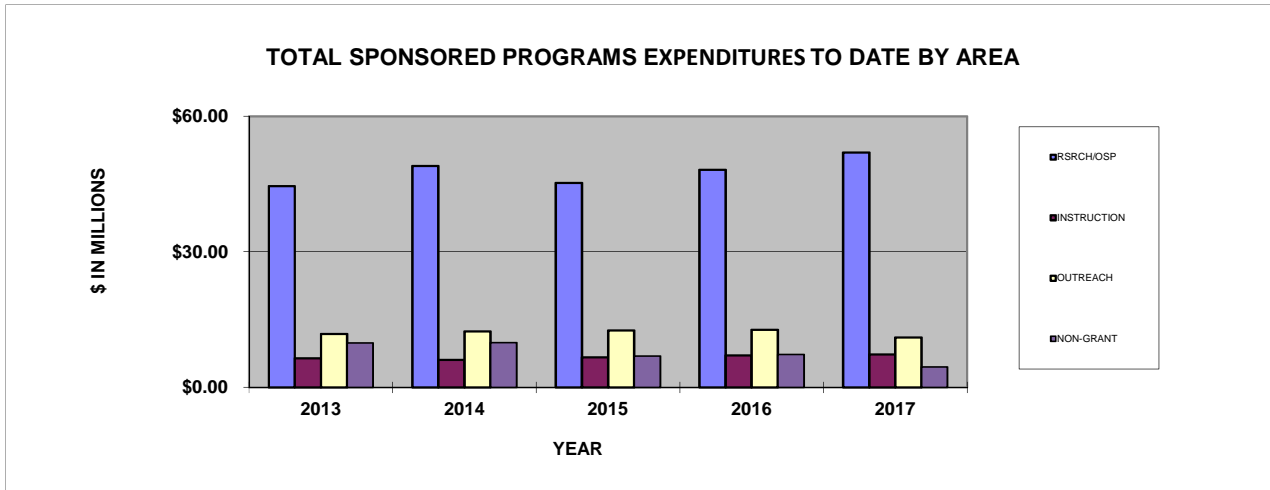
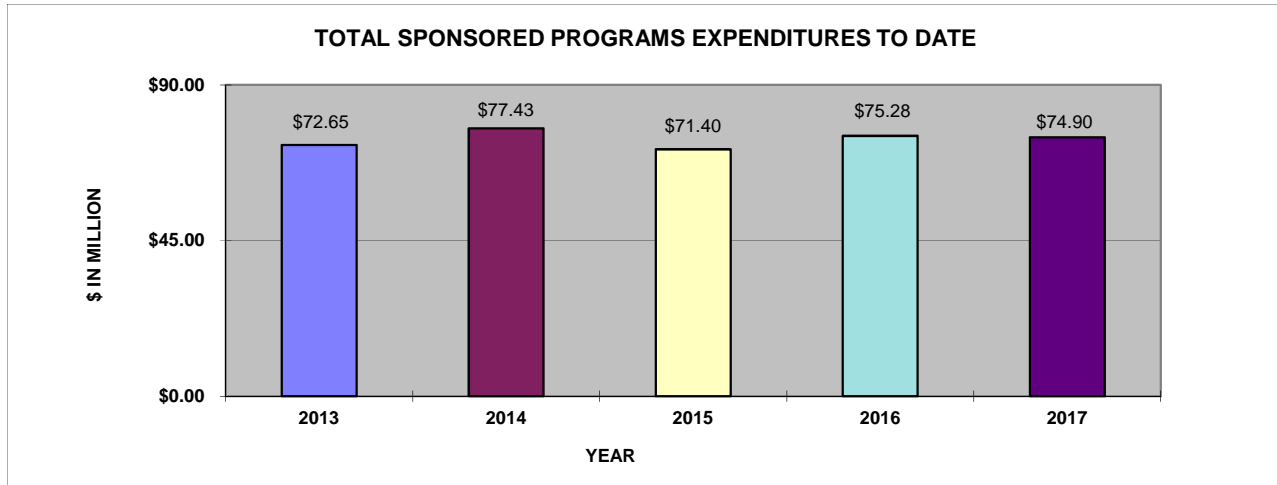
OUTREACH = Formerly College of Continuing Education (CCE)

NON-GRANT/OTHER = Internal Administration / Operational Expenses; HSC's data may include clinical trials

EXPENDITURES = Expenditures Related to Externally-Sponsored Funding

AWARDS = New Grants and Contacts Received, or Existing Award Modifications Processed

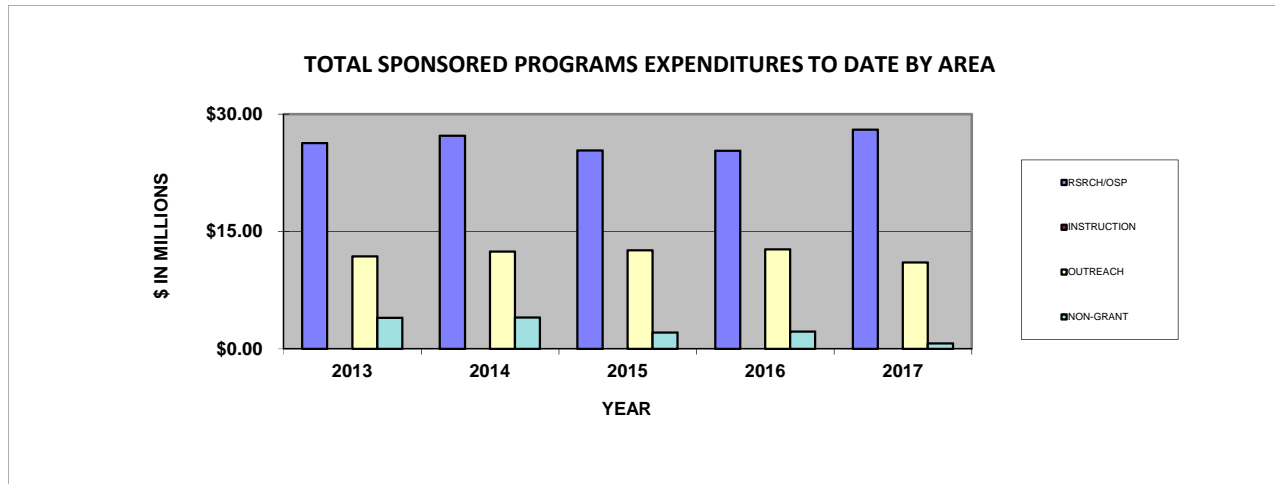
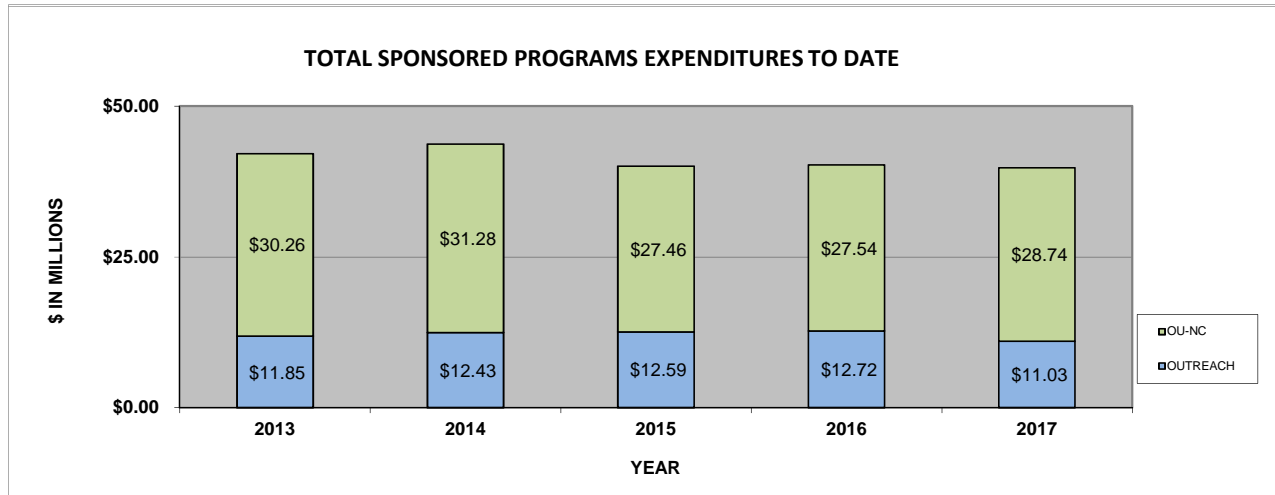
HEALTH SCIENCES CENTER AND NORMAN CAMPUS



	FY 2017 YEAR	YEAR %CHANGE	FY 2016 YEAR	FY 2017 SEP	MONTH %CHANGE	FY 2016 SEP
RESEARCH/OSP	\$ 52,015,454	7.93%	\$ 48,194,362	\$ 16,374,646	7.65%	\$ 15,210,761
INSTRUCTION	\$ 7,283,872	3.02%	\$ 7,070,367	\$ 2,994,333	4.38%	\$ 2,868,708
OUTREACH	\$ 11,034,956	-13.24%	\$ 12,719,566	\$ 3,543,800	-6.07%	\$ 3,772,956
NON-GRANT/OTHER	\$ 4,566,090	-37.43%	\$ 7,297,402	\$ 1,848,179	-41.39%	\$ 3,153,183
TOTAL	\$ 74,900,372	-0.51%	\$ 75,281,697	\$ 24,760,957	-0.98%	\$ 25,005,609

HEALTH SCIENCES CENTER AND NORMAN CAMPUS

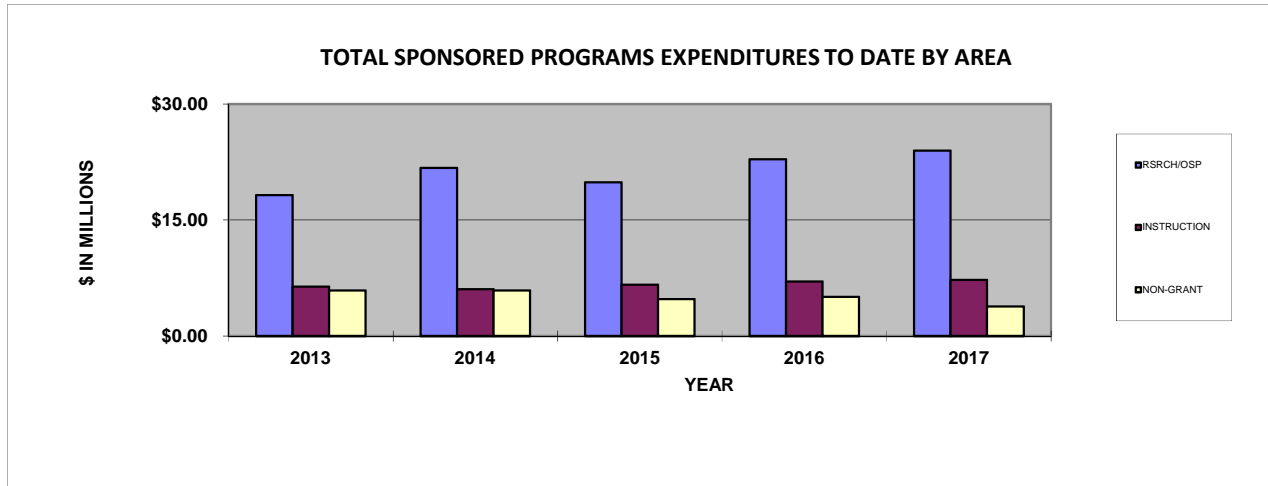
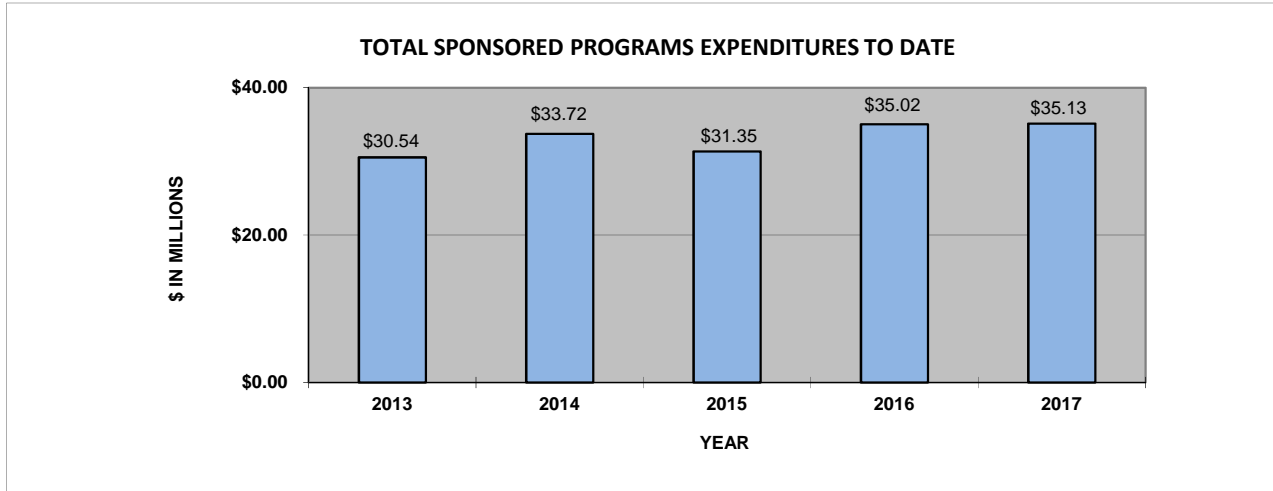
NORMAN CAMPUS



	FY 2017 YEAR	YEAR %CHANGE	FY 2016 YEAR	FY 2017 SEP	MONTH %CHANGE	FY 2016 SEP
RESEARCH/OSP	\$ 28,019,429	10.68%	\$ 25,316,781	\$ 8,012,210	14.53%	\$ 6,995,768
INSTRUCTION	\$ -		\$ -	\$ -		\$ -
OUTREACH	\$ 11,034,956	-13.24%	\$ 12,719,566	\$ 3,543,800	-6.07%	\$ 3,772,956
NON-GRANT/OTHER	\$ 720,718	-67.57%	\$ 2,222,589	\$ 236,894	-81.93%	\$ 1,310,859
TOTAL	\$ 39,775,103	-1.20%	\$ 40,258,936	\$ 11,792,904	-2.37%	\$ 12,079,583

NORMAN CAMPUS

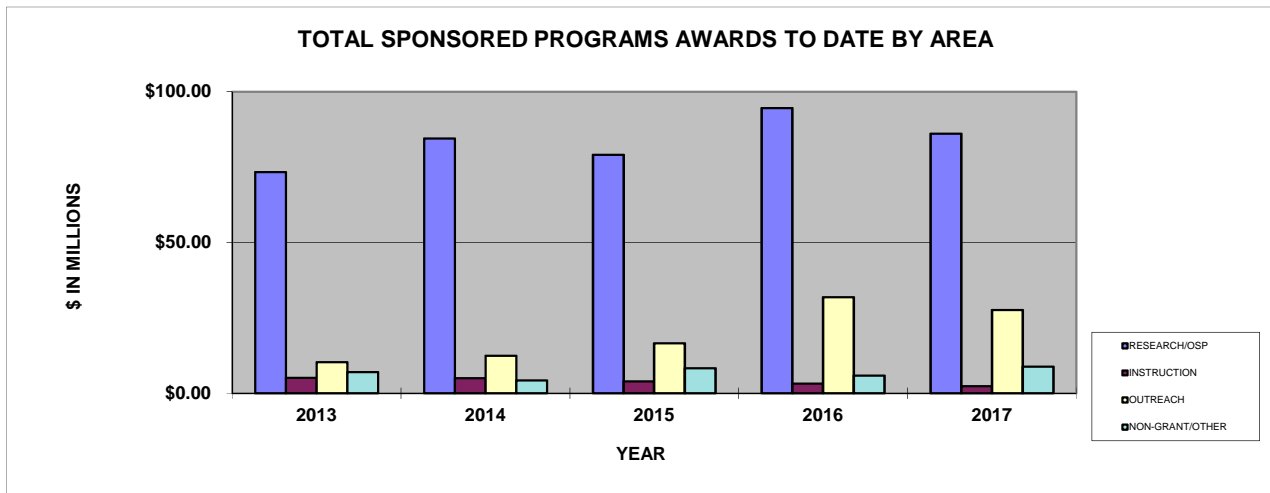
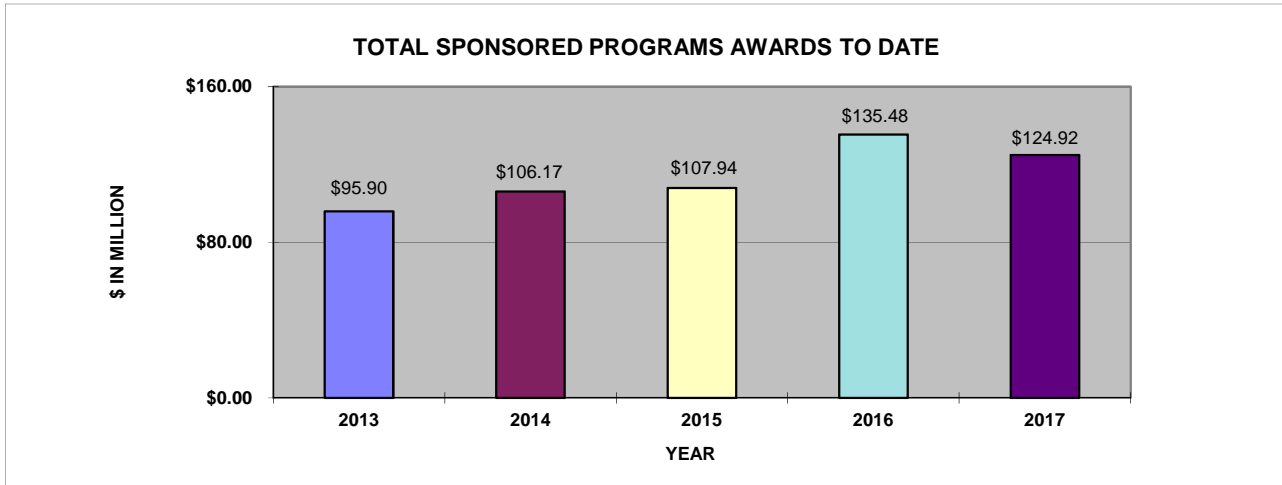
HEALTH SCIENCES CENTER



	FY 2017 YEAR	YEAR %CHANGE	FY 2016 YEAR	FY 2017 SEP	MONTH %CHANGE	FY 2016 SEP
RESEARCH/OSP	\$ 23,996,025	4.89%	\$ 22,877,581	\$ 8,362,436	1.79%	\$ 8,214,993
INSTRUCTION	\$ 7,283,872	3.02%	\$ 7,070,367	\$ 2,994,333	4.38%	\$ 2,868,708
NON-GRANT/OTHER	\$ 3,845,372	-24.23%	\$ 5,074,813	\$ 1,611,285	-12.54%	\$ 1,842,324
TOTAL	\$ 35,125,269	0.29%	\$ 35,022,761	\$ 12,968,054	0.33%	\$ 12,926,026

HEALTH SCIENCES CENTER

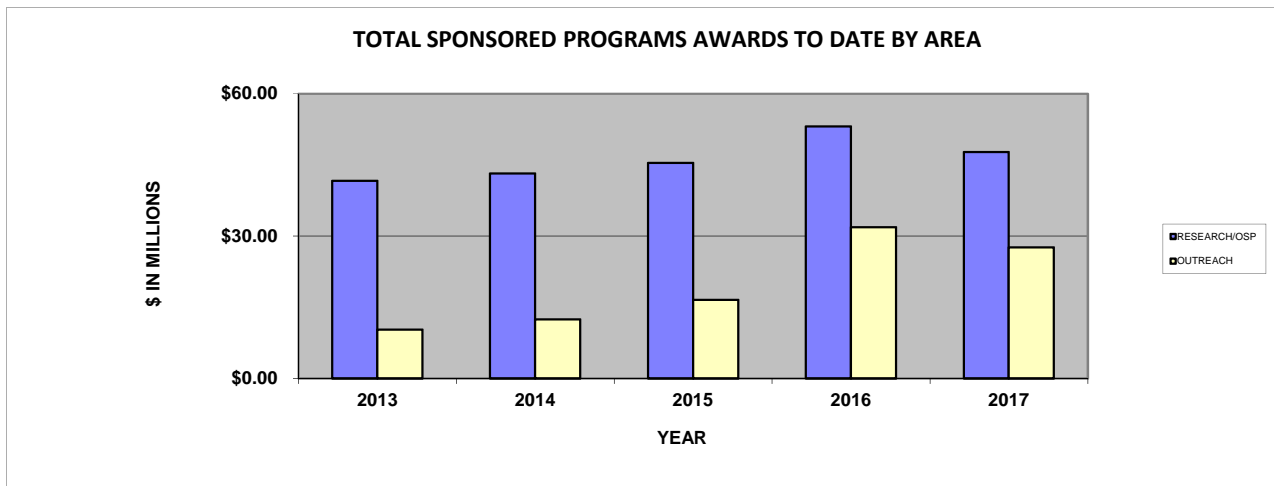
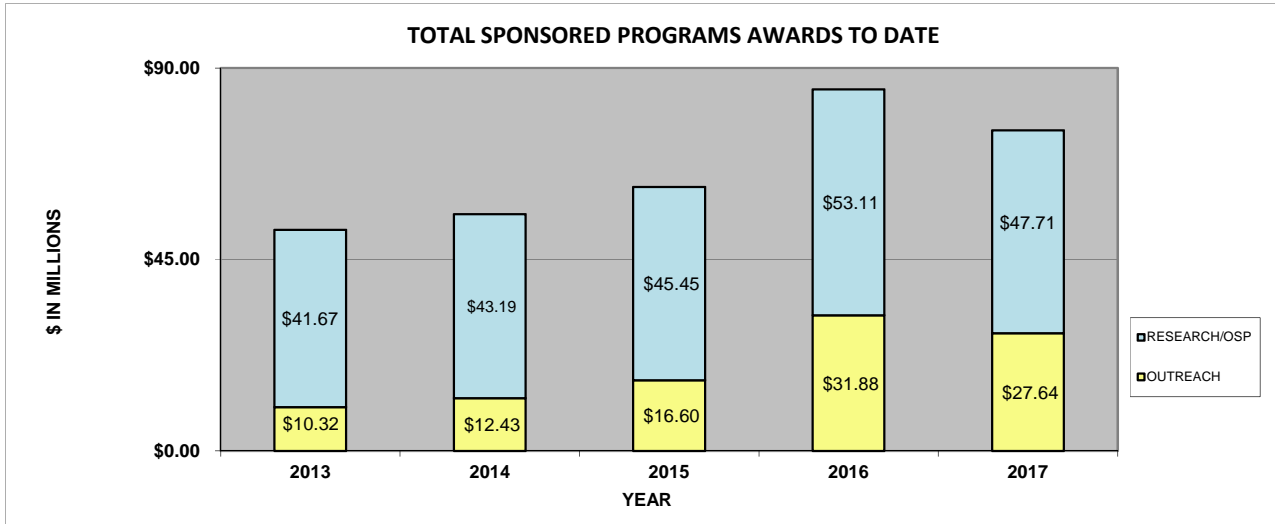
NORMAN CAMPUS AND HEALTH SCIENCES CENTER



	FY 2017 YEAR	YEAR %CHANGE	FY 2016 YEAR	FY 2017 SEP	MONTH %CHANGE	FY 2016 SEP
RESEARCH/OSP	\$ 86,084,104	-8.94%	\$ 94,533,087	\$ 24,388,230	-0.05%	\$ 24,400,673
INSTRUCTION	\$ 2,364,498	-25.59%	\$ 3,177,682	\$ 1,273,492	89.45%	\$ 672,221
OUTREACH	\$ 27,635,857	-13.31%	\$ 31,879,086	\$ 3,263,522	-34.46%	\$ 4,979,633
NON-GRANT/OTHER	\$ 8,834,807	50.11%	\$ 5,885,456	\$ 1,505,133	40.35%	\$ 1,072,415
TOTAL	\$ 124,919,265	-7.79%	\$ 135,475,311	\$ 30,430,377	-2.23%	\$ 31,124,942

NORMAN CAMPUS AND HEALTH SCIENCES CENTER

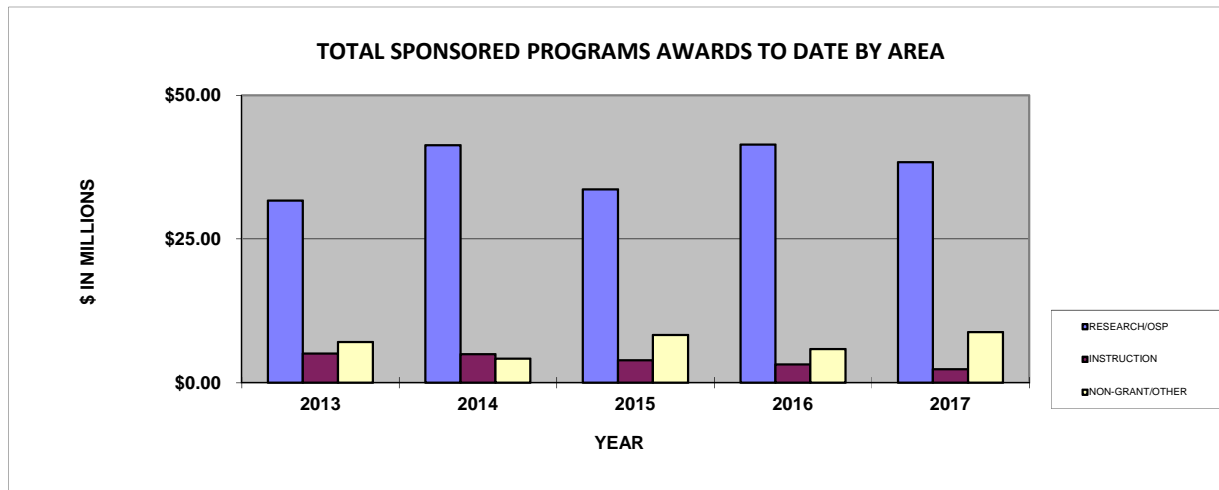
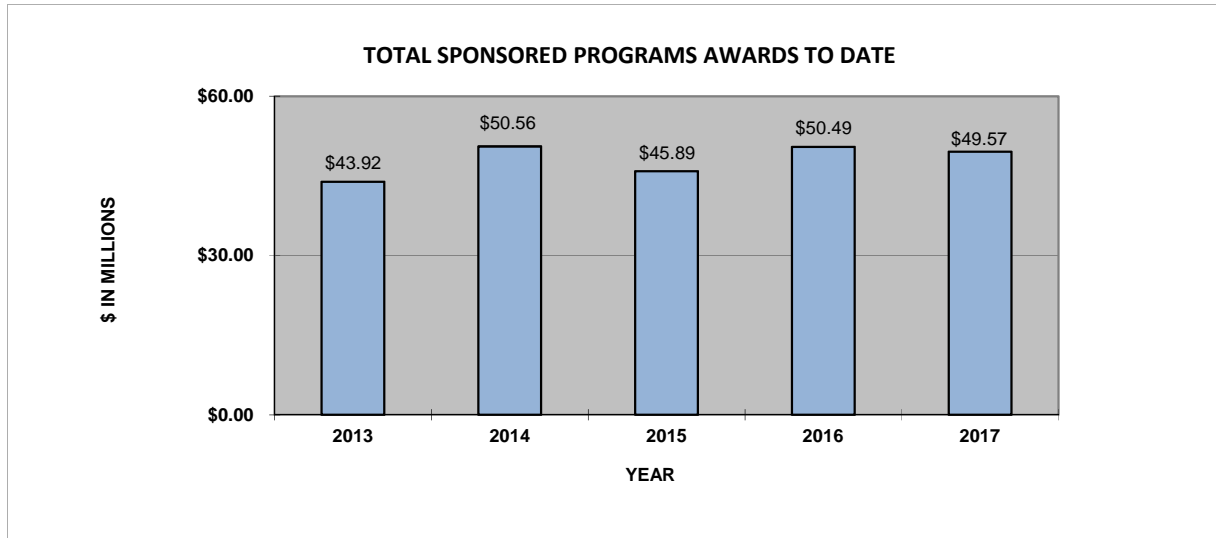
NORMAN CAMPUS



	FY 2017 YEAR	YEAR %CHANGE	FY 2016 YEAR	FY 2017 SEP	MONTH %CHANGE	FY 2016 SEP
RESEARCH/OSP	\$ 47,713,083	-10.15%	\$ 53,105,643	\$ 13,783,419	-13.92%	\$ 16,012,970
INSTRUCTION	\$ -		\$ -	\$ -		\$ -
OUTREACH	\$ 27,635,857	-13.31%	\$ 31,879,086	\$ 3,263,522	-34.46%	\$ 4,979,633
NON-GRANT/OTHER	\$ -		\$ -	\$ -		\$ -
TOTAL	\$ 75,348,940	-11.34%	\$ 84,984,729	\$ 17,046,941	-18.80%	\$ 20,992,603

NORMAN CAMPUS

HEALTH SCIENCES CENTER



	FY 2017 YEAR	YEAR %CHANGE	FY 2016 YEAR	FY 2017 SEP	MONTH %CHANGE	FY 2016 SEP
RESEARCH/OSP	\$ 38,371,020	-7.38%	\$ 41,427,444	\$ 10,604,812	26.43%	\$ 8,387,703
INSTRUCTION	\$ 2,364,498	-25.59%	\$ 3,177,682	\$ 1,273,492	89.45%	\$ 672,221
NON-GRANT/OTHER	\$ 8,834,807	50.11%	\$ 5,885,456	\$ 1,505,133	40.35%	\$ 1,072,415
TOTAL	\$ 49,570,325	-1.82%	\$ 50,490,582	\$ 13,383,437	32.09%	\$ 10,132,339

HEALTH SCIENCES CENTER

NORMAN CAMPUS & HEALTH SCIENCES CENTER
REPORT OF CONTRACTS AWARDED (OVER \$1M)
September 2016

AWD #	AGENCY	TITLE	VALUE	PERIOD	PI(s)
115337400	OK-DHS	OKLAHOMA SUCCESSFUL ADULTHOOD PROGRAM FY17	\$1,710,490	12 mo.	Kristie Charles (CSNRCYS)
20161534	Pfizer, Inc.	A PHASE 3, MULTICENTER, RANDOMIZED, OPEN-LABEL STUDY OF	\$2,010,235	9 mo.	Camille Gunderson (SOCC Clinical Trials Office)
115161100	OK-DHS	DHS PROFESSIONAL DEVELOPMENT PROGRAM FY17	\$1,514,032	12 mo.	Susan Kimmel (CSCECPD)
20120589	National Center for Research Resources	Mentoring Diabetes Research in Oklahoma (COBRE)	\$2,137,761	12 mo.	Jian-Xi Ma (Medicine - Endocrinology)
4 Total			\$7,372,518		

AGENDA ITEM 23

ISSUE: POSTHUMOUS DEGREE (WHEATLEY) – NC

ACTION PROPOSED:

President Boren recommends the Board of Regents approve the awarding of a posthumous Bachelor of Arts degree to Dakota James Wheatley.

BACKGROUND AND/OR RATIONALE:

Dakota James Wheatley, a senior majoring in English with the College of Arts and Sciences, passed away in October 2016. Mr. Wheatley had completed 109 hours of coursework and had maintained a major GPA of 3.78 and an overall GPA of 3.94.

The faculty of the Department of English, the Dean of the College of Arts and Sciences, and the Senior Vice President & Provost support this request to award a Bachelor of Arts degree to Dakota James Wheatley posthumously.

In accordance with Oklahoma State Regents for Higher Education policy, a posthumous degree may be awarded to recognize the meritorious but incomplete work of a student who is deceased, generally during the last semester of work. Upon the approval of the University of Oklahoma Board of Regents, the request to award a posthumous degree to Mr. Wheatley must be forwarded to the Oklahoma State Regents for Higher Education for final action.

AGENDA ITEM 24

ISSUE: SUBSTANTIVE PROGRAM CHANGES – NC

ACTION PROPOSED:

President Boren recommends the Board of Regents approve the proposed changes in the Norman Campus academic program:

BACKGROUND AND/OR RATIONALE:

The Oklahoma State Regents for Higher Education require that all substantive changes in degree programs be presented to the institution's governing board for approval before being forwarded to the State Regents for consideration. The changes in academic programs itemized in the attached list have been approved by the appropriate faculty, academic units and deans, the Academic Programs Council, and the Senior Vice President and Provost. They are being submitted to the Board of Regents for approval prior to submission to the State Regents.

Substantive Program Change
Approved by Academic Programs Council, October 14, 2016

Deletion of Program

WEITZENHOFFER FAMILY COLLEGE OF FINE ARTS

Drama, Master of Fine Arts in Drama (RPC 275, MC M275, M276, 1007N)
Program deletion.

Reason for request:

In 2012, the School of Drama suspended admissions to the MFA program in Drama because of budget cuts to the Graduate Teaching Assistant budget. Because it is nearly impossible to recruit high-quality students without offering assistantships, the faculty of the School of Drama has voted to delete the program.

Change in Program Requirements

COLLEGE OF ATMOSPHERIC & GEOGRAPHIC SCIENCES

Geography, Bachelor of Arts in Geography (RPC 328, MC B460P506 and B460P268)

Course requirement change. Delete 6 hours of free electives. Total credit hours for the degree will change from 124-126 to 120.

Reason for request:

This reduction will decrease the hours required from 124-126 to 120, making this program consistent with others offered by the department as well as meet the minimum University requirement.

Geography, Bachelor of Science in Geography (RPC 289, MC B465)

Course requirement change. Delete 6 hours of free electives. Total credit hours for the degree will change from 126 to 120.

Reason for request:

This reduction will decrease the hours required from 126 to 120, making this program consistent with others offered by the department as well as meet the minimum University requirement.

PRICE COLLEGE OF BUSINESS

Accounting, Master of Accountancy (RPC 265, MC M0001)

Course and program requirement change. Convert Non-Thesis degree from a comprehensive examination to coursework-only. Total credit hours for the degree will not change.

Reason for request:

Switching Non-Thesis degree to coursework-only to be consistent with other graduate degrees within the college and similar programs across the country.

JEANNINE RAINBOLT COLLEGE OF EDUCATION

Early Childhood Education, Bachelor of Science in Education (RPC 046, MC B285 and B284)

Course requirement change. Early Childhood Education option: Replace EIPT 3011 with EDEC 3541. Total credit hours for the degree will not change. Early Childhood Birth through Third Grade option: Remove EIPT 3011 requirement. Total credit hours for degree will change from 127 to 126 hours.

Reason for the request:

Early Childhood Education option: EIPT 3011 is being removed which is a 0-1 hour course that is used to meet the 26 hours of Professional Education requirements. EIPT 3011 is being replaced by a mandatory Technology Seminar that students will attend for full-admission into their education program and to receive their iPad. EDEC 3541 will be added to the Professional Education requirement and will align better with required accreditation policies for Early Childhood Education. Early Childhood Birth through Third Grade option: EIPT 3011 is being removed which is a 1-hour course that is used to meet the 17 hours of Professional Education requirements. EIPT 3011 is being replaced by a mandatory Technology Seminar that students will attend for full-admission into their education program and to receive their iPad. Removal of the one credit hour will not impact the minimum.

Elementary Education, Bachelor of Science in Education (RPC 062, MC B355)

Course requirement change. Removing a one-hour Professional Education course that was not used in the overall 124-hour requirement towards earning the Bachelor of Science in Education degree.

Reason for request:

EIPT 3011 is being removed which is a 0-1 hour course that is used to meet the 26 hours of Professional Education requirements. EIPT 3011 is being replaced by a mandatory Technology Seminar that students will attend for full-admission into their education program and to receive their iPad.

Language Arts Education, Bachelor of Science in Education (RPC 143, MC B625)

Course requirement change. Remove several courses from program requirements, add advisor approved options for required elective options in several categories. Move categories from both General and Specialized Education sections of the program to better meet the needs and content requirement for students, and to align with current courses offered on the OU Norman campus. Total credit hours for the degree will not change.

Reason for request:

Changes to program reflect updates/changes made to state certification subject area tests, and with current courses offered on the OU Norman campus. EIPT 3011 is being removed which is 0-1 hour as this course has been replaced by a Technology Seminar that students will attend once fully admitted into their program.

Mathematics Education, Bachelor of Science in Education (RPC 156, MC B673)

Course requirement change. Remove one-hour Professional Education course that was not used in the overall 124-hour requirement towards earning the Bachelor of Science in Education degree. Total credit hours for the degree will not change.

Reason for request:

EIPT 3011 is being removed which is a 0-1 hour course that is used to meet the 26 hours of Professional Education requirements. EIPT 3011 is being replaced by a mandatory Technology Seminar that students will attend for full-admission into their education program and to receive their iPad.

Science Education, Bachelor of Science in Education (RPC 203, MC B830, B831, B832, B833, B834)

Course requirement changes. **Biological Sciences option:** Remove a one-hour Professional Education course that was not used in the overall 124-hour requirement towards earning the Bachelor of Science in Education degree. Total credit hours for the degree will not change. **Chemistry option:** Remove a one-hour Professional Education course that was not used in the overall 124-hour requirement towards earning the Bachelor of Science in Education degree. Replace eight hours of Organic Chemistry focused on Physical Science with eight hours of Organic Chemistry focused on Biological Science. Total credit hours for the degree will not change. **Earth Science option:** Remove a one-hour Professional Education course that was not used in the overall 124-hour requirement towards earning the Bachelor of Science in Education degree. Total credit hours for the degree will not change. **Physical Science option:** Remove a one-hour Professional Education course that was not used in the overall 124-hour requirement towards earning the Bachelor of Science in Education degree. Replace GPHY 1103 with GEOL 1003. Total credit hours for the degree will not change. **Physics option:** Remove a one-hour Professional Education course that was not used in the overall 124-hour requirement towards earning the Bachelor of Science in Education degree. Replace GPHY 1103 with GEOL 1003.

Reason for request: Biological Sciences option:

Biological Sciences option: EIPT 3011 is being removed which is a 0-1 hour course that is used to meet the 26 hours of Professional Education requirements. EIPT 3011 is being replaced by a mandatory Technology Seminar that students will attend for full-admission into their education program and to receive their iPad. Chemistry option: EIPT 3011 is being removed which is a 0-1 hour course that is used to meet the 26 hours of Professional Education requirements. EIPT 3011 is being replaced by a mandatory Technology Seminar that students will attend for full-admission into their education program and to receive their iPad. CHEM 3064 Organic Chemistry I and CHEM 3164 Organic Chemistry II are being replaced with the Organic Chemistry sequence that better aligns with current state subject area test material. Earth Science option: EIPT 3011 is being removed which is a 0-1 hour course that is used to meet the 26 hours of Professional Education requirements. EIPT 3011 is being replaced by a mandatory Technology Seminar that students will attend for full-admission into their education program and to receive their iPad. Physical Science option: EIPT 3011 is being removed which is a 0-1 hour course that is used to meet the 26 hours of Professional Education requirements. EIPT 3011 is being replaced by a mandatory Technology Seminar that students will attend for full-admission into their education program and to receive their iPad. GPHY 1103, Adventures in Geophysics is being removed because the course has not been offered at OU in over 6 semesters. It will be replaced with GEOL 1003, Volcanoes and Earthquakes. Physics option: EIPT 3011 is being removed which is a 0-1 hour course that is used to meet the 26 hours of Professional Education requirements. EIPT 3011 is being replaced by a mandatory Technology Seminar that students will attend for full-admission into their education program and to receive their iPad. GPHY 1103, Adventures in Geophysics is being removed because the course has not been offered at OU in over 6 semesters. It will be replaced with GEOL 1003, Volcanoes and Earthquakes.

Social Studies Education, Bachelor of Science in Education (RPC 208, MC B837).

Course requirement change. Remove a one hour Professional Education due to a change in the Professional Education sequence. Total credit hours for the degree will not change.

Reason for request:

EIPT 3011 is being removed which is a 0-1 hour course that is used to meet the 26 hours of Professional Education requirements. EIPT 3011 is being replaced by a mandatory Technology Seminar that students will attend for full-admission into their education program and to receive their iPad.

Special Education, Bachelor of Science in Education (RPC 218, MC B855)

Course requirement change. Remove a one-hour Professional Education course that was not used in the overall 124 hour requirement towards earning the Bachelor of Science in Education degree. Total credit hours for the degree will not change.

Reason for request:

EIPT 3011 is being removed which is a 0-1 hour course that is used to meet the 26 hours of Professional Education requirements. EIPT 3011 is being replaced by a mandatory Technology Seminar that students will attend for full-admission into their education program and to receive their iPad.

World Language Education, Bachelor of Science in Education (RPC 083, MC B883P266, B883P271, B883P411, B883P621).

Course requirement change. Total credit hours for the degree will not change. French: Remove a one-hour Professional Education course that was not used in the overall 124-hour requirement

towards earning the Bachelor of Science in Education degree. German: Remove a one-hour Professional Education course that was not used in the overall 124-hour requirement towards earning the Bachelor of Science in Education degree. Latin: Remove a one-hour Professional Education course that was not used in the overall 124-hour requirement towards earning the Bachelor of Science in Education degree. Spanish: Remove a one-hour Professional Education course that was not used in the overall 124-hour requirement towards earning the Bachelor of Science in Education degree. Several of the Spanish courses have been deleted/updated with new names and course numbers by the OU Spanish Department in the College of Arts & Sciences.

Reason for request:

French: EIPT 3011 is being removed which is a 0-1 hour course that is used to meet the 26 hours of Professional Education requirements. EIPT 3011 is being replaced by a mandatory Technology Seminar that students will attend for full-admission into their education program and to receive their iPad. German: EIPT 3011 is being removed which is a 0-1 hour course that is used to meet the 26 hours of Professional Education requirements. EIPT 3011 is being replaced by a mandatory Technology Seminar that students will attend for full-admission into their education program and to receive their iPad. Latin: EIPT 3011 is being removed which is a 0-1 hour course that is used to meet the 26 hours of Professional Education requirements. EIPT 3011 is being replaced by a mandatory Technology Seminar that students will attend for full-admission into their education program and to receive their iPad. Spanish: EIPT 3011 is being removed which is a 0-1 hour course that is used to meet the 26 hours of Professional Education requirements. EIPT 3011 is being replaced by a mandatory Technology Seminar that students will attend for full-admission into their education program and to receive their iPad. Updating the Spanish courses on the degree sheet will align with the course offerings available at OU that meet state certification requirements.

Instructional Psychology & Technology, Master of Education (RPC 055, MC M550Q374, M550Q206, M550Q357)

Course requirement change. Remove EIPT 5113 from the list of electives for all concentrations; replace EIPT 5940 with EIPT for the Instructional Design and Technology concentration; and change number of hours needed for EIPT 5970 to 2 hours for the Integrating Technology in Teaching concentration. Total credit hours for the degree will not change.

Reason for request:

EIPT 5113 is no longer offered. EIPT 5940 is no longer offered and students will be required to complete an internship instead in order to gain valuable practical experience in the field. EIPT 5970 should have been listed as two hours instead of three hours. We are now requesting that this error be corrected.

Substantive Program Change
Approved by Academic Programs Council, October 18, 2016

Addition of Embedded Graduate Certificate

PRICE COLLEGE OF BUSINESS

Business Administration, Graduate Certificate in Foundations of Business (RPC TBD, MC TBD)

Addition of Embedded Certificate. A total of 13 hours is required for the Graduate Certificate in the Foundations of Business, consisting of 1 required course, B AD 5001, and 6 MBA courses chosen from a list maintained by the department and approved by the Graduate Liaison.

Reason for request:

The toolbox provided in the Graduate Certificate in the Foundations of Business will provide participants appropriate business acumen thereby expanding potential employment opportunities for practicing physicians and/or HSC students. Current practicing physicians will also enjoy the ability to increase the overall profitability of their current and/or future practices.

Substantive Program Change
Approved by Academic Programs Council, November 4, 2016

Addition of Program

COLLEGE OF ARTS & SCIENCES

Human Health and Biology, Bachelor of Science (RPC TBD, MC TBD)

Addition of program. Level I degree Bachelor of Science, Level II degree designation Bachelor of Science, Level III title of degree program Anthropology, Level IV option in Human Health and Biology. A total of 120 hours is required for the degree, consisting of 40 hours in general education, 30 hours in degree program core, 29 hours in guided electives, and 21 hours in general electives. Admission is based on the standards for admission set by the College of Arts & Sciences. A cumulative grade point average of at least 2.00 is required for graduation. A grade of C or better must be earned in each course counted for major credit.

Reason for request:

This proposal was motivated by conversations with pre-medical and pre-health advisors who have let us know that pre-medicine and pre-health students have often indicated that they would like options that would allow them to explore human health and biology from the kind of holistic perspective we have developed here. Even without this (B.S.) major, we currently have 8 pre-medicine or pre-dentistry students who are Anthropology (B.A.) majors. Adding this program will give the state of Oklahoma a singular Bachelor of Science program in Human Health and Biology. Ours will be the only Anthropology program with this emphasis in the state. The proposed B.S. in Human Health and Biology is designed better to serve existing students on the Norman campus and to enhance health and pre-medical education in the state. There is increasing demand for pre-medical and other human health related education at the University of Oklahoma. This demand is rapidly outstripping the capacity of units such as Biology, Microbiology, Biochemistry, and Health and Exercise Science to serve as the home department for premedical students. In part because of this demand, the OU Pre-Medical Advising Office encouraged us to develop our proposed program. There is also a demand for medical students with the skills our proposed program will provide. Association of American Medical Colleges describes 15 core competencies for entering medical students. Among these are social skills, cultural competence, oral communication, ethical responsibility, resilience and adaptability, critical thinking, quantitative reasoning, scientific inquiry, written communication, and "science competency" in human behavior. Cultural competence includes an appreciation for diversity; the ability to interact effectively with people from diverse backgrounds; engaging with diverse and competing perspectives; and having a knowledge of sociocultural factors that impact people's behavior. The science competency related to human behavior is described as the ability to apply "knowledge of the self, others, and social systems to solve problems related to the psychological, socio-cultural, and biological factors that influence health and well-being." With its holistic and cross-cultural approach to health and to human behavior broadly, our proposed Human Health and Biology curriculum helps students to develop the core competencies outlined above. Indeed, students with undergraduate majors in the social sciences and the humanities have a higher matriculation rate for medical school than do students who majored in the biological sciences.

JEANNINE RAINBOLT COLLEGE OF EDUCATION

Literacy Specialist, Graduate Certificate (RPC TBD, MC TBD)

Addition of embedded graduate certificate Literacy Specialist. The proposed embedded certificate for Literacy Specialist of 18 hours contains the core courses of the Education, Instructional Leadership and Academic Curriculum, Reading Education concentration. The courses included in the certificate are all required courses in the master's degree that leads to a recommendation for state certification as a Reading Specialist and have assignments that are used to assess mastery of the standards.

Reason for request:

These courses are part of an existing degree that leads to certification as a reading specialist, a certification that requires a master's degree in reading or a related field. We have been approached by many teachers who already have a master's degree in a related field in education who would like to fill a slot in their small school district as a reading specialist. This graduate certificate would allow those teachers who would like to change their focus to either being a reading specialist or literacy interventionist in their district to do so. To be certified as a Reading Specialist in Oklahoma, candidates must have a master's degree, demonstrate knowledge of literacy and language theory and development, literacy curriculum and instruction, language diversity, literacy assessment, the creation of literate environments in schools, and leadership and supporting the learning of others through professional development through passing the Oklahoma Subject Area Test for advanced certification in Reading, and be recommended by a nationally accredited program. This graduate certificate would allow our nationally recognized program to recommend teachers for certification if they have a master's degree in another area. In addition, this certificate would allow teachers who are pursuing a master's degree in Elementary education but do not want to be a reading specialist to specialize in literacy to become literacy leaders in their schools and districts. A second consideration is a change in the state mandated Teacher Leader Evaluation (TLE) program. Beginning in 2016-2017, each teacher must prepare a personal professional development plan as part of the TLE process. This graduate certificate would provide a structured program for teachers to use for their professional development program. Another consideration is that East Central University in Ada has recently suspended their reading specialist master's degree/program, leaving a void in south central Oklahoma. This will be a new market for students looking for a program to help become reading specialist. This embedded certificate program will introduce students in that area to our programs and can potentially be a conduit into our master's degree program. As indicated above, these are courses that already exist. Candidates taking these courses could potentially become certified reading specialists. Given the known severe shortage of teachers in the state and the number of alternative and emergency certifications being awarded (over 700 by August 15, 2016 alone), especially at the elementary level, districts realize that they need specialists who can support those minimally trained teachers who are responsible for teaching children the foundational literacy skills to become college and career ready.

Existing Program Electronic Delivery

PRICE COLLEGE OF BUSINESS

Accounting, Master of Accountancy (RPC 265, MC M001)

Existing program online delivery request. Courses will be provided entirely online utilizing the CANVAS Learning Management System. No on-site class meetings are required. The courses will be taught using a variety of synchronous and asynchronous methods. It is preferred that all assessments occur within an online course, on the CANVAS system, however a proctored in-person exam may also be used. Courses will make use of computers, the internet or other electronic media in the classroom. Students may be directed to online materials provided by

publishers, or to other internet accessible sources as part of their course work. Online resources are posted by the instructor to support specific pedagogical needs. While not meeting face-to-face, similar benefits are attained using synchronous delivery of lectures, office hours, etc. using the internet and capabilities in an electronic classroom. Courses will begin at normal start time for a semester and end at semester end. The students will be required to complete assignments, attend lectures (virtually) and take exams at designated times during the semester, similar to a regular semester course offered on campus. Students will be able to ask faculty and teaching assistants questions, during scheduled and non-scheduled times. Groups will be able to meet in a virtual on-line electronic environment that allows for collaboration, and discussion. Total credit hours for the degree will not change.

Reason for request:

An online option would appeal to students desiring to enter the accounting field and obtain their CPA licensure. It would also help our employer stakeholders filling their needs in this growing profession.

Program Deletion

COLLEGE OF LAW

Natural Resources Law, Graduate Certificate (RPC 152, MC G089)

Program deletion.

Reason for request:

As described in request for Program Modification of Graduate Certificate in Energy Law, the faculty voted to combine the Natural Resources Law Certificate and Energy Certificate into one program. The requirements were very similar and the existence of the two has proven confusing for students. The combination is being requested by modifying the Energy Certificate and deleting the Natural Resources Law Certificate.

Option Addition

COLLEGE OF ARCHITECTURE

Landscape Architecture, Master of Landscape Architecture (RPC 244, MC TBD)

Add Level IV option of Landscape Architectural Studies. Objective of new option is to offer non-accredited landscape architecture degree to supplement the accredited degree already offered. A total of 47 hours are required for the option.

Reason for request:

There is a significant international student demand for a nonaccredited two-year degree in landscape architecture

PRICE COLLEGE OF BUSINESS

Accounting, Master of Accountancy (RPC 265, MC TBD)

Add Level IV option of Online Accounting. The objective of the new option is to provide a standalone Masters of Accounting program (MACC) that could be done economically by those who already have a Bachelor's degree in accounting or related business field, provide an online method of delivery for those who cannot come to the OU campus, and help meet the demand for

accounting graduates who are academically qualified to become Certified Public Accountants. The University of Oklahoma Masters of Accounting Online (MACC Online) program allows working professionals and others to earn a MACC online to advance their accounting acumen, become CPA exam eligible, or pursue other professional advancement. In addition to the formal degree-granting program, multiple MACC courses will be available free online to learners around the world. Qualified learners participating in the free modules will subsequently have the ability to earn credit in these topics towards the formal MACC degree, should they so choose to advance their studies towards degree completion. Initially, students enrolling in the degree-granting program will need to have an undergraduate degree in accounting to meet the prerequisite requirements for the MACC Online. However, early success of the MACC online will allow for additional program advancement to offer a MACC program to anyone qualified holding a bachelor's degree, with additional prerequisite course offerings.

Reason for request:

Price College fulfills its Purpose by generating valuable insights into the greatest business issues of our time and preparing the leaders to deploy and improve upon them in practice. The college focuses not just on maximizing the number of students it can reach, nor the number of degrees it can grant, rather, it focuses on ensuring all of its academic programs can prepare students to "add value day-one" upon graduation as they are prepared to lead the world's great organizations, be they in Oklahoma or beyond. To the end, the college believes it can prepare many more leaders for the Accounting profession via the extension of our existing residential MACC program by offering an online version.

Program and Option Name Change

COLLEGE OF LAW

Energy Law, Graduate Certificate (RPC 150, MC G037)

Change Level III Program Name and Level IV Option Name to Oil & Gas, Natural Resources, and Energy Law; and program and course requirement changes. Raise the minimum GPA for all courses taken in the College of Law to earn this certificate to 8.0 on the College's 12-point scale. Total credit hours for the degree will change from 18 hours to 20 hours.

Reason for request:

The faculty decided it was in the best interest of the program to increase the minimum GPA to receive a certificate in any of the college's certificate programs. A higher GPA requirement will bring greater prestige to those attaining the certificate and provide more information to prospective employers. The faculty also determined that significant overlap between the Energy Certificate and the Natural Resources Certificate led to confusion among students. The faculty decided to combine these two certificates into an Oil & Gas, Natural Resources, and Energy Certificate and to standardize the requirements to conform to the other certificates offered by the College and thereby bring more structure to the course of study.

Law and Entrepreneurship, Graduate Certificate (RPC 153, MC G076)

Change Level III Program Name and Level IV Option Name to Business and Transactional Law; and program and course requirement changes. Raise the minimum GPA for all courses taken in the College of Law to earn this certificate to 8.0 on the College's 12-point scale. Total credit hours for the degree will change from 18 hours to 22 hours.

Reason for request:

The faculty decided it was in the best interest of the program to increase the minimum GPA to receive a certificate in any of the college's certificate programs. A higher GPA requirement will bring greater prestige to those attaining the certificate and provide more information to prospective employers. Changes in curriculum were approved by the faculty to provide more structured course of study and conform the type of requirements to other graduate certificates offered by the college.

Option Name Change

COLLEGE OF ARTS & SCIENCES

Women's Studies, Bachelor of Arts (RPC 320, MC B875)

Level IV option name change to women's and Gender Studies. Total hours for the degree will not change.

Reason for request:

On February 29, 2008, the Women's Studies faculty at the regular faculty meeting voted unanimously to change the name of the Women's Studies Program to the Women's and Gender Studies Program. Changing the name of the program reflects faculty members' commitment to the study of women while recognizing that much of their research now looks at gender as a whole. The new program name reflects the changing emphasis in the discipline to a more comprehensive attention in the teaching and research to various aspect of gender. The change of name reflects the national trends as well as trends within the Big 12 universities, at least four of which have recently changed their names to Women's and Gender Studies.

Change in Program Requirements

WEITZENHOFFER FAMILY COLLEGE OF FINE ARTS

Dance, Bachelor of Fine Arts in Dance (RPC 042, MC B267, B266, B268)

Course requirement change. All options: Remove the restriction of completing the general education Non-Western Culture requirement from MUNM 3113/3213/3313 and allow students more choices to complete their general education Non-Western Culture requirement from the Schools of Visual Arts or Music. Modern Dance Performance option: Give students the option of DANC 3314 or DANC 4314; remove option of DANC 3214 in Ballet Technique requirements, reducing the Ballet Technique total required hours from 12 to 8; add two semesters of DANC 2321; and add additional semester of DANC 3632. Total credit hours for the degree will not change.

Reason for request

The addition of these courses will give our students the added experience necessary to prepare them more thoroughly for them to compete in the highly competitive job market. Removing the restriction on the Non-Western Culture requirement allows students more choices to complete their general education Non-Western Culture requirement. Adding DANC 2321 will increase students' understanding of improvisational techniques to improve employment potential and success. Adding DANC 3632 will increase students' understanding of the choreographic process and enhance their ability to pursue choreographic work as professionals.

COLLEGE OF LAW

American Indian Law, Graduate Certificate (RPC 151, MC G017)

Program requirement change. Raise minimum GPA for all courses take in the College of Law to earn this certificate to 8.0 on College's 12-point scale.

Reason for request:

The faculty decided it was in the best interest of the program to increase the minimum GPA to receive a certificate in any of the college's certificate programs. A higher GPA requirement will bring greater prestige to those attaining the certificate and provide more information to prospective employers.

Litigation, Graduate Certificate (RPC 154, MC G081)

Program requirement change. Raise minimum GPA for all courses taken in the College of Law to earn this certificate to 8.0 on College's 12-point scale.

Reason for request:

The faculty decided it was in the best interest of the program to increase the minimum GPA to receive a certificate in any of the college's certificate programs. A higher GPA requirement will bring greater prestige to those attaining the certificate and provide more information to prospective employers.

AGENDA ITEM 25

**ISSUE: CENTER FOR THE CREATION OF ECONOMIC WEALTH
NAMING – NC**

ACTION PROPOSED:

President Boren recommends the Board of Regents approve the following resolution naming the Center for the Creation of Economic Wealth in recognition of Ronnie K. Irani's gift.

BACKGROUND AND/OR RATIONALE:

RESOLUTION

WHEREAS, Ronnie K. Irani came to the University of Oklahoma in 1977 as an international student and earned a bachelor's and master's degree in petroleum engineering;

WHEREAS, Mr. Irani, a successful entrepreneur himself, founded and grew RKI Exploration & Production into a multi-billion dollar enterprise before he sold it to WPX Energy in 2015 in what *Oil & Gas Investor* called the "deal of the year;"

WHEREAS, in 2006, Mr. Irani received the Regents' Alumni Award, one of the highest honors presented by the OU Board of Regents, in recognition of his service and support of the University of Oklahoma;

WHEREAS, to ensure that generations of cross-disciplinary students have access to the resources necessary to advance the new ideas required to secure the lasting global competitiveness of our state and nation, Mr. Irani has made an exceptional gift in support of the Center for the Creation of Economic Wealth;

WHEREAS, his recent gift to the Center for the Creation of Economic Wealth provides significant support to enhance existing programs and operations and to fund new initiatives and innovations that will expand the center's high-impact programming and entrepreneurial consulting to graduate and undergraduate students, young professionals, entrepreneurs and community members in Norman, Tulsa and Oklahoma City; and

WHEREAS, President Boren recommends that the Board of Regents approve the naming of the Center for the Creation of Economic Wealth to honor the entrepreneurial spirit of Ronnie K. Irani;

NOW, THEREFORE, LET IT BE RESOLVED that the Center for the Creation of Economic Wealth be named in Ronnie K. Irani's honor as a fitting tribute to his success as an innovative leader in the energy industry and globally-minded entrepreneur.

AGENDA ITEM 26

**ISSUE: FURNITURE FOR STUDENT HOUSING EXPANSION/
RESIDENTIAL COLLEGES – NC**

ACTION PROPOSED:

President Boren recommends the Board of Regents authorize the President or his designee to issue a purchase order in an amount not to exceed \$1,100,000 to Southwest Contract, of Temple, Texas, based upon previously competitively awarded contracts, for the acquisition of furniture for the student housing expansion project.

BACKGROUND AND/OR RATIONALE:

The proposed new facilities will house 630 students in single- and double-occupancy rooms and multiple-occupancy suites and semi-suites. The project will expand the University's existing housing options and attract more upperclassmen to on-campus housing. This order includes beds, mattresses, four-drawer dressers, desks and nightstands for all 630 bedrooms in the facility.

The purchase is being made against one of several furniture contracts previously awarded through a competitive solicitation issued by the University. Selected suppliers were evaluated for discounted pricing, brand lines, terms and conditions, and other specifications.

Funding has been identified, is available and budgeted within the Residential Colleges project budget, from private funds and bond proceeds.

AGENDA ITEM 27

ISSUE: POST-SEASON CONTEST – NC

ACTION PROPOSED:

President Boren recommends the Board of Regents:

- I. Authorize the President, the Athletic Director, or their designee to award purchase orders and sign contracts associated with The University of Oklahoma's participation in a post-season bowl game; and
- II. Authorize the President, the Athletic Director, or their designee to negotiate an agreement with The University of Oklahoma Foundation to advance bowl related expenses as required.

BACKGROUND AND/OR RATIONALE:

Arrangements necessary for the University's participation in a bowl game must be made prior to the next Regents' meeting; therefore, it is necessary to seek authorization for the President, the Athletic Director, or their designee to award purchase orders and sign contracts associated with the University's participation in a bowl game. Provisions outlined in Regents' policies regarding post-season athletic contests will be followed. Additionally, an agreement with the University of Oklahoma Foundation to advance bowl related expenses is required to facilitate the contracts, purchase orders and arrangements necessary for the University's participation in a post season bowl game.

AGENDA ITEM 28

ISSUE: ACQUISITION AND SALE OF PROPERTY—304 E. LINDSEY STREET – NC

ACTION PROPOSED:

President Boren recommends the Board of Regents authorize the University administration to acquire property located at 304 E. Lindsey Street, Cleveland County, Norman, Oklahoma. An executive session pursuant to Section 307B.3. of the Open Meeting Act may be proposed.

BACKGROUND AND/OR RATIONALE:

The University administration recommends that it be authorized to pursue acquisition of the property listed above. The location of the property is in close proximity with other University property, which makes it a strategic and desirable acquisition.

The University has a contract for purchase contingent upon approval by the Board of Regents. The purchase price is supported by an independent third party appraisal, and the proposed acquisition complies with Regents' policy. Both the purchase contract and appraisal are on file in the Board of Regents' Office.



304 E. Lindsey Street

Master Affiliation Agreement

Between

The Board of Regents of the University of Oklahoma

And

OU Medicine, Inc.

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- A. OUMI Statement of Mission, Vision and Values
- B. OUMI Governing Documents
- C. Philanthropy Process

SCHEDULES:

- 4.1 Initial Annual OUMI/University Agreement

APPENDIX A: ACADEMIC AFFILIATION AGREEMENT

APPENDIX B: CLINICAL SERVICES AND PROGRAM SUPPORT AGREEMENT

APPENDIX C: CAMPUS SERVICES AND SPACE AGREEMENT

APPENDIX D: TRADEMARK LICENSE AGREEMENT

MASTER AFFILIATION AGREEMENT

THIS MASTER AFFILIATION AGREEMENT (“Agreement”) is entered into as of November 1, 2017 (“Effective Date”) by and between OU MEDICINE, INC., an Oklahoma not-for-profit corporation (“OUMI”) and the BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA, a constitutional entity of the State of Oklahoma (“University”). OUMI and University are also referred to in this Agreement individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the principal purpose and mission of the University Hospitals Authority (“Authority”) and University Hospitals Trust (“Trust”) is to serve as general hospitals, to serve as teaching and training facilities for students enrolled at the University of Oklahoma, to assist in providing sites for conducting medical and biomedical research by faculty members of the University of Oklahoma Health Sciences Center (“OUHSC”) and to provide care for the medically indigent.

WHEREAS, the Trust created OUMI as the corporate entity to operate the Authority and Trust’s hospitals and health care facilities, to be a catalyst for medical excellence and to provide high quality health care for all Oklahomans, including those who have an inability to pay for services.

WHEREAS, the mission of OUHSC as a comprehensive academic health center, is to educate students, residents, fellows, and other trainees in professional, graduate, and undergraduate programs to become Oklahoma’s future team of healthcare leaders, clinicians, researchers, scholars, and educators; to advance distinctive basic, translational, clinical, and population research; to innovate and commercialize discoveries; and to deliver exceptional patient care across the full breadth of adult, women’s, and children’s specialties.

WHEREAS, OUMI and the University believe that the relationship and collaboration set forth in this Agreement will (a) expand and enhance an integrated patient care infrastructure and services for the residents of Oklahoma, (b) support comprehensive and patient-centered education and training programs to strengthen Oklahoma’s healthcare workforce, (c) conduct

distinctive research that improves treatments and health outcomes for the State of Oklahoma, and (d) continue to provide care for the medically indigent.

WHEREAS, OUMI will strive to be a leading health system for patient care, education and research, in accordance with its statement of Mission, Vision and Values attached hereto as Exhibit A, as may be updated from time to time by the OUMI Board.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth below:

“AAA” or “Academic Affiliation Agreement” shall mean that certain Academic Affiliation Agreement between University and OUMI of even date herewith.

“Affiliate” means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, “control” when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Agreement” means this Master Affiliation Agreement and all written amendments and addenda to this Agreement, as further described in the introductory paragraph to this Agreement.

“AMC(s)” has the meaning set forth in the Section 3.1.

“Annual OUMI/University Agreement” has the meaning set forth in Section 4.1.

“Authority” shall mean The University Hospitals Authority, an Oklahoma state agency.

“Board of Regents” means the University of Oklahoma Board of Regents.

“Business Day” shall mean any day other than a Saturday, a Sunday, or a holiday on which commercial banks in the State of Oklahoma are authorized or required by law to close.

“Campus Agreement” or “Campus Services and Space Agreement” shall mean the Campus Services and Space Agreement between OUMI and the University dated of even date herewith.

“Children’s Hospital” means the Children’s Hospital at OU Medical Center.

“Clinical Agreement” or “Clinical Services Agreement” shall mean the Clinical Services and Program Support Agreement between OUMI and University dated of even date herewith.

“Confidential Information” has the meaning set forth in Section 11.2.

“Contractual Dispute” has the meaning set forth in Section 8.1.

“Dispute Resolution Process” shall mean the dispute resolution process set forth in Sections 8.1 – 8.3.

“Effective Date” has the meaning set forth in the introductory paragraph.

“Enterprise” shall mean the enterprise between OUMI and the University, as described herein.

“First Party” has the meaning set forth in Section 10.2.1.

“Fiscal Year” means the period beginning on July 1 and ending on June 30.

“Foundations” has the meaning set forth on Exhibit C.

“Fundamental Breach” has the meaning set forth in Section 10.2.1(1).

“Initial Term” has the meaning set forth in Section 9.1.

“Material Breach” has the meaning set forth in Section 10.2.1(2).

“Notice of Dispute Resolution Process” has the meaning set forth in Section 8.1.

“Notice of Material Breach” has the meaning set forth in Section 10.2.2(1).

“OUMI” has the meaning set forth in the introductory paragraph of this Agreement.

“OUMI Board” shall mean the Board of Directors of OUMI.

“OUMI Governing Documents” has the meaning set forth in Section 3.2.

“OUMI CEO” means the person holding the position titled “OUMI Chief Executive Officer,” or subsequent equivalent title.

“OUMI Facilities” means all health care facilities which are part of OUMI

“OUMI/University Funding Commitments” has the meaning set forth in Section 4.1.

“OU Medical Center” means OU Medical Center, located as of the Effective Date at NE 13th Street & Lincoln Blvd., Oklahoma City 73104.

“OU Physicians” shall mean the OU-Physicians Oklahoma City clinical group practice.

“OUCOM” is the University Of Oklahoma College Of Medicine.

“OUHSC” shall mean the University of Oklahoma Health Sciences Center, a comprehensive academic health center.

“OUHSC Senior VP and Provost” means the senior executive officer of the OUHSC, to whom the OUCOM Dean, Health Professions College Deans, and campus-wide Centers report, and who has primary responsibility for all of its clinical, educational, and research programs.

“Party” and “Parties” have the meaning set forth in the introductory paragraph of this Agreement.

“Person” shall mean any individual or any general partnership, limited partnership, corporation, joint venture, trust, business trust, limited liability company, limited liability partnership, cooperative or association, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.

“Philanthropy Committee” has the meaning set forth on Exhibit C.

“Philanthropy Commitments” has the meaning set forth on Exhibit C.

“Philanthropy Process” has the meaning set forth on Exhibit C.

“Renewal Term” has the meaning set forth in Section 9.2.

“Second Party” has the meaning set forth in Section 10.2.1.

“Term” has the meaning set forth in Section 9.1.

“True Up/Settlement Process” has the meaning set forth in Section 4.6.

“Trust” shall mean the University Hospitals Trust, a state beneficiary public trust.

“University” means The Board of Regents of the University of Oklahoma.

“University Agreement(s)” has the meaning set forth in Section 4.1.

2. REPRESENTATIONS BY THE UNIVERSITY AND OUMI

2.1 **By University.** The University represents to OUMI that the following facts and circumstances are true and correct:

2.1.1 **Public Entity.** University is organized under State of Oklahoma law as a constitutional entity of the State of Oklahoma and, subject to the approval of the Board of Regents, has the power and authority to enter into and perform its obligations under this Agreement and all other agreements referenced in or ancillary hereto.

2.1.2 **Powers, Consents, Absence of Conflicts with Other Agreement.** The execution, delivery, and performance of this Agreement and all University Agreements or other agreements referenced in or ancillary hereto to which University is to become a party, and the consummation by University of the transactions contemplated herein:

(1) are within its constitutional and statutory powers and are not in contravention or violation of the laws of the State of Oklahoma and have been approved by all requisite public action;

(2) do not require any approval or permit of, or filing or registration with, or other action by, any governmental authority bearing on the validity of this Agreement that are required by the laws of the State of Oklahoma;

(3) will not conflict in any material respect with, or result in any violation of, any other legal obligation of the University; and

(4) are and will constitute the valid and legally binding obligation of the University and are and will be enforceable against the University in accordance with the respective terms hereof.

2.2 **By OUMI.** OUMI represents and warrants to the University that the following facts and circumstances are true and correct.

2.2.1 **OUMI Capacity.** OUMI is a not for profit corporation, duly organized and validly existing under the laws of the State of Oklahoma. OUMI has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to conduct its businesses as now being conducted, in accordance with its governing documents.

2.2.2 **OUMI Powers:** The execution, delivery, and performance of this Agreement by OUMI and all other agreements referenced herein to which OUMI is to become a party, and the consummation of the transactions set forth herein by OUMI:

(1) are within OUMI's corporate powers and are not in contravention of the terms of its Certificate of Incorporation, Bylaws, or any amendments thereto and have been approved by all requisite corporate action;

(2) do not require any approval or consent of, or filing with, any governmental agency on the validity of this Agreement which is required by law or the regulations of any such agency;

(3) will not violate any statute, law, rule or regulation of any governmental authority to which OUMI may be subject and which would affect OUMI's ability to consummate the transactions described herein; and

(4) will not violate any judgment of any court or governmental authority to which OUMI may be subject and which would affect OUMI's ability to consummate the transactions described herein.

2.3 Binding Effect. This Agreement and the University Agreements and all other agreements to which OUMI and the University will become a party hereunder, when executed by all required parties, are and will constitute the valid and legally binding obligation of OUMI and the University and are and will be enforceable against OUMI and the University in accordance with the respective terms hereof and thereof, except as enforceability against OUMI and the University may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

3. ACADEMIC MEDICAL CENTER

3.1 Proposed OUMI/OUHSC Relationship. The Parties acknowledge and agree that the relationship between the OUMI and OUHSC contemplated by this Agreement is defined as and shall be considered an academic medical center ("AMC") by the Centers for Medicare and Medicaid Services, the Association of American Medical Colleges, and the Association of Academic Health Centers in accordance with criteria as follows:

- an accredited medical school (OU College of Medicine);
- an affiliated physician-faculty clinical group practice (OU Physicians) that is tax exempt under federal law or is part of an exempt organization under an umbrella organization (University of Oklahoma);

- one or more health professions schools and as applicable their clinical practices (e.g., OU Colleges of Allied Health, Dentistry, Graduate Studies, Nursing, Pharmacy, and Public Health); and
- one or more affiliated hospitals (e.g., OU Medical Center and Children’s Hospital) in which a majority of the medical staff consists of physician-faculty members and a majority of admissions are made by physician-faculty members.

3.2 **Governing Documents.** OUMI shall perform its obligations hereunder, and conduct its businesses, in accordance with the OUMI governing documents (“OUMI Governing Documents”) attached hereto as Exhibit B, as may be amended from time to time in accordance with their terms.

3.3 **Participation in AMC-Related Organizations.** OUMI shall be a member of the Council of Teaching Hospitals, the Children’s Hospital Association of America, and/or similar national and regional peer groups.

3.4 **Peer Institutions.** The OUMI Board will, in its sole and exclusive discretion, consider the strategic, operational, and financial decisions in relation or comparison to nationally recognized practices and standards for AMCs, in particular to those peer institutions as determined by the OUMI Board in its discretion from time-to-time to be comparable or similar to the OUMI/OUHSC relationship defined in this Agreement and the University Agreements.

4. ANNUAL OUMI/UNIVERSITY AGREEMENT

4.1 **Annual OUMI/University Agreement.** The Parties agree to enter into a consolidated “Annual OUMI/University Agreement” each Fiscal Year which (i) states the Annual Academic Funding Commitment, Annual Clinical Funding Commitment, Annual Campus Services and Space Funding Commitment (as such terms are defined in the applicable University Agreement), and other applicable OUMI/University financial agreements, (ii) describes specific services or programs to be provided by one Party to or on behalf of the other Party, and (iii) sets forth or otherwise references the payments to be provided by one Party to or on behalf of the other Party. The processes for developing the Annual Academic Funding Commitment, Annual Clinical Funding Commitment, and Annual Campus Services and Space Funding Commitment (all of these Funding Commitments are collectively referred to as the “OUMI/University Funding Commitments”) are set forth respectively within the Parties’

Academic Affiliation Agreement (“AAA”) set forth in Appendix A, Clinical Services and Program Support Agreement (“Clinical Agreement”) set forth in Appendix B, and Campus Services and Space Agreement (“Campus Agreement”) set forth in Appendix C, (the AAA, Clinical Agreement, Campus Agreement, and Trademark License Agreement set forth in Appendix D are collectively referred to herein as the “University Agreements”). The Parties may from time to time by mutual written agreement determine and agree upon more detailed, additional, and/or supplementary processes to better coordinate their respective goals and activities and to address resolution of their funding discussions, each of which shall be attached to this Agreement as consecutively numbered appendices (e.g., “Process Appendix 1,” “Process Appendix 2,” etc.). The Annual OUMI/University Agreement for the initial Fiscal Year commencing [November 1, 2017] is attached hereto as Schedule 4.1.

4.2 Continuing Funding. The Parties acknowledge and agree that it is their mutual desire, intent, and aspiration to make a good faith effort to limit year-to-year funding decreases to the University for designated continuing items, including educational program support, research program support, resident clinic support, clinical mission support, and multi-year recruitment support.

4.3 Funding Adjustments: The Parties shall identify individual items as either “Review and Update” or “Index Adjustment” in a schedule to be attached to the Annual OUMI/University Agreement. “Review and Update” items will be updated annually by mutual agreement considering applicable strategic and program plans, market rates, activity volume, OUMI performance measures and resources, and other factors relevant to either Party or both Parties. “Index Adjustment” items will be automatically adjusted annually based upon the Bureau of Labor Statistics Consumer Price Index “CPI” for all Urban Consumers for the United States, or other suitable price index, and will be cumulative from the designated base year.

4.4 Annual OUMI/University Agreement Approval. The Parties shall make reasonable and good faith efforts consistent with the applicable provisions set forth in the University Agreements to complete and agree upon the Annual OUMI/University Agreement by May 1st prior to the commencement in July of each Fiscal Year during the Term of this Agreement.

4.5 Resolution of Funding Commitments. The failure of the Parties to agree on every item that may be included in one of the OUMI/University Funding Commitments and/or

is covered by an Annual OUMI/University Agreement shall not preclude the Parties from operating in accordance with partial funding commitments under an Annual OUMI/University Agreement to the extent such commitments are mutually agreed upon by the Parties. If the Parties fail to agree upon one or more items contained within an OUMI/University Funding Commitment or an Annual OUMI/University Agreement within three (3) months following the start of the Fiscal Year covered by such Annual OUMI/University Agreement, the Parties shall initiate the Dispute Resolution Process in an effort to reach agreement on the disputed items. If the Parties are unable to reach agreement on such disputed items following the completion of the Dispute Resolution Process, then such items shall be referred to the OUMI Board for a final determination; however, the Parties shall work together in good faith to avoid such deadlocks and to maintain a process consistent with this Agreement and the University Agreements that will result in resolution of such deadlocks. The Parties acknowledge and agree that OUMI has final authority to determine its overall budget (and all related OUMI/University Funding Commitments) and shall make all payments to the University in accordance with its approved budget, subject to any adjustments or other specific provisions set forth in this Agreement or any of the University Agreements.

4.6 **True Up/Settlement Process.** The Parties' designated finance officers will reasonably and in good faith participate together in an annual true-up and settlement process ("True Up/Settlement Process") following the completion of each Fiscal Year in which they will agree upon the final net amount due to or from one another pursuant to the then-current Annual OUMI/University Agreement and remit payment accordingly. The purpose of the True Up/Settlement Process is to provide for a final reconciliation of amounts due under an Annual OUMI/University Agreement. The True Up/Settlement Process will include adjustments to reflect actual circumstances versus projected events (e.g., fewer units of service being provided than projected; or recruitment candidate's position being filled later in the Fiscal Year or not at all). The Parties shall commence discussions regarding the True Up/Settlement Process within thirty (30) days of the end of the Fiscal Year and shall make reasonable and good faith efforts to complete the True Up/Settlement Process by no later than ninety (90) days after the end of the Fiscal Year.

4.7 **Payment Principles.** For agreements between the Parties that are approved at an annual level, do not vary significantly from month-to-month, or are scheduled in advance

(e.g. resident and fellow salaries), the University will submit invoices in advance by the first Business Day of the month, and OUMI will make payment of the invoiced amount by the last day of the month in which services are rendered (or if later twenty days after the invoice is presented). Reconciling adjustments will be made against subsequent monthly invoices. For all other services under the Annual OUMI/University Agreement not described in Section 4.7, the University will submit, by the fifteenth (15th) day of the month following the provision of services, one or more invoices with supporting documentation to OUMI for services provided pursuant to the applicable agreement. Each such invoice shall be paid by OUMI to University within thirty (30) days after such invoices are received by OUMI from University.

5. COLLABORATION BETWEEN LEADERS OF OUMI AND THE UNIVERSITY

5.1 Changes in OUMI Leadership. The OUMI CEO shall inform and consult with the OUHSC Senior Vice President and Provost on the appointment and any subsequent changes in OUMI executives with major responsibility for the programs enumerated in this Agreement, in particular executives with a designated Enterprise-wide role, including OUMI's chief financial officer, chief medical officer, chief nursing executive, chief information officer, vice president of managed care/population health, chief strategy officer and the OUMC and Children's Hospital presidents. The OUHSC Senior Vice President and Provost or designee(s) shall participate in the interview process, but the final decision on any such executive position appointment or termination will be made by OUMI in accordance with its governing documents and policies.

5.2 Changes in OUHSC Leadership. The OUHSC Senior Vice President & Provost shall inform and consult with the OUMI CEO on the appointment and any subsequent changes in OUHSC leadership positions with major responsibilities for the clinical, research, and educational programs enumerated in this Agreement, in particular executives with an Enterprise-wide role, and including OU Physicians service chiefs, OUHSC vice presidents, OUHSC deans, OUHSC center directors, and OUCOM clinical sciences department chairs. The OUMI CEO or designee(s) shall participate in the interview process, but the final decision on any such position appointment or termination will be made by the OUHSC Senior Vice President and Provost subject to approval of the University Board of Regents.

6. JOINT MARKETING, COMMUNICATIONS AND PHILANTHROPY.

The University and OUMI shall jointly develop and implement marketing plans, internal and external communications, and public relations services. The Parties agree to act in accordance with the philanthropy process outlined in Exhibit C of this agreement, which summarizes the Parties' coordinated development protocol, the goal of which will be to enhance the total level of philanthropy that is generated to support the mission and activities of both OUMI and the University.

7. RESTRICTIVE COVENANTS. Neither OUMI nor any Affiliate of OUMI shall, except as specifically permitted in the University Agreements, (i) directly sponsor an academic program or (ii) maintain any agreement or arrangement with any educational or research institution, physician group or healthcare organization or entity, or individual physician or other licensed healthcare practitioner relating to clinical services or educational or research programs other than the University or any of its components, without the advance written consent of the University, which shall not be unreasonably withheld. Neither the University nor any of its components, including without limitation OU Physicians, nor any Affiliate shall, except as specifically permitted in the University Agreements, (i) own or operate any health care facility or provide any services that competes with OUMI or (ii) maintain any agreement or arrangement relating to clinical services or an educational or research program with any health or hospital system, health care organization or entity, or any facility providing health care services, other than OUMI, without the advance written consent of OUMI, which shall not be unreasonably withheld.

8. CONTRACTUAL DISPUTE RESOLUTION AND REMEDIES

8.1 Notice of Contractual Dispute. If a Party is required or permitted by this Agreement to commence the dispute resolution process set forth in this Section ("Dispute Resolution Process"), it shall provide a written notice to the other Party stating such fact as well as the basis of the dispute ("Notice of Dispute Resolution Process"). The Dispute Resolution Process is limited to contractual disputes which shall mean any and all questions, claims, controversies, or disputes arising out of or relating to this Agreement or any University Agreement, including the validity, construction, meaning, performance, effect, or Material

Breach or Fundamental Breach of this Agreement or University Agreement (“Contractual Dispute”).

8.2 **Negotiation.** Within ten (10) Business Days following receipt of the Notice of Dispute Resolution Process, the Parties, through the Chair of OUMI (or his or her designee) and the OUHSC Senior Vice President and Provost (or his or her designee), shall immediately engage in good faith face-to-face negotiations as applicable, in an attempt to resolve the Contractual Dispute. After a four week period during which OUMI and University have engaged in such face-to-face negotiations, the Parties have not negotiated a resolution, the Parties shall choose a mutually-agreeable neutral third party who shall mediate the Contractual Dispute between the Parties pursuant to the rules and procedures of the American Arbitration Association.

8.3 **Mediation.** The mediator shall be a person qualified under the Oklahoma Alternative Dispute Resolution Procedures Act and, if the Parties are unable to agree upon a qualified person, shall be selected pursuant to the rules and procedures of the American Arbitration Association. The mediation shall take place (and be completed) as soon as reasonably possible in Oklahoma City, unless otherwise agreed by the Parties. Mediation shall be non-binding and shall be confidential to the extent permitted by law. The Parties shall refrain from court proceedings during the mediation process insofar as each can do so without prejudicing its legal rights. The Parties shall participate in good faith in accordance with the recommendations of the mediator and shall follow the procedures for mediation as suggested by the mediator. The Parties shall share all expenses of mediation equally, except attorneys’ fees and expenses of the individual Parties. The Parties shall be represented in the mediation by a person with authority to settle the Dispute.

8.4 **Contractual Dispute Remedy.** If the Parties are unable to resolve a Contractual Dispute through the above Dispute Resolution Process, including without limitation the resolution of a Contractual Dispute regarding the occurrence of a Material Beach (as defined in Section 10.2.1) which does not constitute or rise to the level of a Fundamental Breach, then either Party may resort to or seek any judicial alternatives or remedies (including but not limited to monetary damages, but excluding termination of this Agreement or any University Agreement) that any such Party may deem necessary and as permitted by law except termination of this Agreement or a University Agreement. The Parties acknowledge and agree

that this Agreement or any University Agreement may only be terminated by mutual agreement or for a Fundamental Breach in accordance with Section 10.2.2. Notwithstanding the above, in the event either Party wishes to obtain injunctive relief or a temporary restraining order, such Party may initiate an action for such relief in a court of law and the decision of the court of law with respect to the injunctive relief or temporary restraining order shall be subject to appeal only through the courts of law.

9. TERM

9.1 **Initial Term.** The initial term of this Agreement is fifty (50) years beginning on the Effective Date (the “Initial Term”), subject to automatic extension for any renewal or extension terms described in Section 9.2. The Initial Term of this Agreement together with all Renewal Terms shall be referred to as the “Term”.

9.2 **Renewal Terms.** The Initial Term will be extended for additional renewal terms of twenty (20) years (each, a “Renewal Term”) unless either Party delivers written notice to the other Party of its election not to extend the Term of this Agreement at least three (3) years prior to the end of the then-expiring Initial Term or Renewal Term of this Agreement. The extension of the Term of this Agreement shall automatically extend the term of the University Agreements for a corresponding period of time.

9.3 **Review of Agreements.** At least once every two (2) years or as otherwise determined to be needed by the Parties, the Parties will undertake a process to review this Agreement and the University Agreements and consider appropriate modifications to such agreements to be approved in writing by OUMI and the University.

9.4 **Meetings.** At least once every five (5) years, or more frequently as requested by either Party in writing during the Term of this Agreement, the OUMI CEO, the Chair of OUMI, the Chair of the Trust, the President of the University, and such other individuals jointly invited by those three individuals will meet in person to discuss the status and performance of the relationship described in this Agreement and the University Agreements, and will seek to identify and resolve through open dialogue issues of concern to any Party. At such meetings, the individuals participating will also reasonably and in good faith consider and seek to mutually determine whether any aspects of the relationship should be modified and whether the Term of this Agreement or the University Agreements should be extended beyond the then-current Initial Term or Renewal Term or should be terminated before the end of the then-

current Initial Term or Renewal Term. The meetings contemplated by this Section shall be in addition to any meetings contemplated in the University Agreements, provided that such meetings may be coordinated and held together if there are common matters to be discussed.

10. TERMINATION. OUMI or the University may terminate this Agreement or any University Agreement only by mutual agreement or for a Fundamental Breach, in accordance with the following:

10.1 **Mutual Agreement.** OUMI and the University may terminate this Agreement or any University Agreement by written agreement on the terms and date stipulated therein.

10.2 **Termination for Fundamental Breach.**

10.2.1 **Fundamental Breach of this Agreement.** Either Party (for purposes of this subsection, the "First Party") may terminate this Agreement if (A) the other Party (for purposes of this subsection, the "Second Party") commits a Fundamental Breach of this Agreement and fails to timely cure such Fundamental Breach and (B) the First Party complies with the process set forth below:

(1) The term "**Fundamental Breach**" shall mean a Material Breach that either (A) restricts the non-breaching Party from carrying out its fundamental statutory, public or corporate purposes or (B) will result in long-term substantial financial harm to the non-breaching Party.

(2) The term "**Material Breach**" shall mean a breach that (i) materially and substantially affects the ability of the non-breaching Party to perform its obligations under this Agreement or (ii) constitutes a material and substantial failure by the breaching Party to perform a material obligation under this Agreement.

10.2.2 **Process.**

(1) **Notice of Fundamental Breach.** If the First Party believes that the Second Party has committed a Fundamental Breach of this Agreement, the First Party shall provide the Second Party written notice of the alleged Fundamental Breach ("Notice of Fundamental Breach"). If there is no Dispute regarding the occurrence of a Fundamental Breach, the Second Party will immediately cure or immediately initiate action that will cure the Fundamental Breach within thirty (30) days after receipt of the Notice of Fundamental Breach (or such longer period of time as may be reasonably necessary to cure any such Fundamental Breach not reasonably susceptible to cure

within such thirty (30) day period, so long as the Second Party diligently and continuously exercises reasonable efforts to cure (and will in fact cure) such Fundamental Breach within a reasonable period of time). If there is a Dispute regarding whether a Fundamental Breach occurred or whether a Fundamental Breach has been satisfactorily cured, the Second Party will provide a Notice of Dispute Resolution Process stating such fact to the First Party within ten (10) Business Days after the receipt of the Notice of Fundamental Breach or expiration of the applicable cure period set forth below and the Parties will immediately initiate and then in good faith seek to complete the Dispute Resolution Process.

(2) **Termination Right.** If the First Party and Second Party are unable to resolve the Dispute through the Dispute Resolution Process, at any time following completion of the Dispute Resolution Process, the First Party may terminate this Agreement upon one hundred eighty (180) days written notice to the Second Party given at any time within one year after the First Party obtains a final, non-appealable judicial determination that the Fundamental Breach occurred. The termination shall occur one hundred eighty (180) days after the termination right exercise notice is delivered by the First Party to the Second Party and upon satisfaction of the requirements of this Section.

(3) **Other Remedies.** Whether or not the First Party is entitled to terminate this Agreement for a Fundamental Breach, it shall maintain all other legal remedies against the Second Party as a result of the Fundamental Breach by the Second Party or any other kind of default, breach or violation of this Agreement (including a Material Breach) by the Second Party.

11. CONFIDENTIALITY

11.1 **Agreement.** To the extent permitted by law, the Parties agree to keep the contents of this Agreement confidential and not to disclose such contents to any third party without the written consent of the other Party, unless required by law or for regulatory or accreditation purposes; however, either Party may disclose to any third party that such Agreement exists or that a specific provision of the Agreement affects such third party.

11.2 **Confidential Information.** The Parties acknowledge that in connection with the performance of their respective services under this Agreement, a Party may be acquiring and making use of certain confidential information and trade secrets of the other Party, which may include management reports, budgets, development plans, strategic and business plans, financial statements, internal memoranda, reports, patient records and patient lists, confidential technology and other materials, records and/or information of a proprietary nature collectively (“Confidential Information”) that are reasonably understood to be confidential. Therefore, in order to protect the Confidential Information, no Party shall use the Confidential Information of the other Party except in connection with the performance of the services pursuant to this Agreement or divulge the Confidential Information to any third party, unless the other Party consents in writing or such use or disclosure is required by law. Upon termination of this Agreement, neither Party will take or retain, without prior written authorization from the other Party, any papers, patient lists, fee books, patient records, files, or other documents or copies thereof or other Confidential Information of any kind belonging to the other Party pertaining to patients, business, sales, financial condition, or products of the other Party, except as required by law. Without limiting other possible remedies for the breach of this covenant, the Parties agree that, to the extent permitted by law, injunctive or other equitable relief may be available to enforce this covenant, such relief to be without the necessity of posting a bond, cash or otherwise.

11.3 **Request for Information/Compelled Disclosure.** The Parties acknowledge and agree that the University is subject to (and must comply with) the Oklahoma Open Records Act and other applicable Oklahoma laws, and such duty overrides and supersedes any inconsistent or contrary provision in this Agreement. In the event that either Party receives any request or demand under the Oklahoma Open Records Act from a third party for the other Party’s Confidential Information, such Party will provide written notice to the other Party as soon as reasonably possible. In addition, each Party shall, to the maximum extent permitted by law, cooperate with the other Party if other Party desires to assert that any such Confidential Information should not be disclosed to such third party under the Oklahoma Open Records Act. In the event a Party, any of its representatives, or anyone to whom it transmits the Confidential Information becomes legally compelled to disclose any of the Confidential Information, prior to such disclosure, it will provide the other Party with advance written notice and a copy of the

documents and information relevant to such legal action, so the other Party may seek a protective order or other appropriate remedy to protect its interests in the Confidential Information.

12. RECORDS

12.1 Medical Records and Reports. In performing services contemplated by this Agreement and the University Agreements, the Parties acknowledge and agree that University faculty, residents, fellows, and students will generate medical records and reports pertaining to patients treated at OUMI Facilities, which records and reports shall be completed timely and kept in the format as determined by OUMI, in accordance with its policies. All such records and reports shall be and remain the property of OUMI unless otherwise provided by law. The University recognizes that the patient has the legal right to have access to his or her medical records, that all University faculty, residents, fellows, and students have the right to consult those records to facilitate the continuity of proper care and other permitted purposes, and that such records are confidential and privileged under state and federal law. OUMI and the University agree that the Parties and University faculty, residents, fellows, and students shall have access to such patient records at any time necessary for them to fulfill their duties under this Agreement and the University Agreements. To this end, the Parties acknowledge their relationship as an Organized Health Care Arrangement, as that term is defined in the Health Insurance Portability and Accountability Act, the terms of which will be separately documented.

12.2 Access to Books and Records. The Parties agree to comply with the following requirements governing the maintenance of documentation to verify the cost of services rendered by or incurred by them, as applicable under this Agreement and the University Agreements.

12.2.1 Availability of Records. For so long as required by law, the Parties shall make available, upon written request of the applicable governmental entity having jurisdiction over such Party, the books, documents, and records of such Party that are necessary to verify the nature and extent of its services and costs.

12.2.2 Subcontracts. If any Party carries out any of the duties of this Agreement through a subcontract, such subcontract shall contain a clause to the effect that, for so long as required by law, after the furnishing of such services pursuant to such subcontract,

the subcontractor shall make available, upon written request of any applicable governmental entity having jurisdiction, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of the subcontractor's services and costs.

12.3 Notice of Request or Demand to Disclose Records. If any Party receives a request or demand from a third party government entity to disclose any books, documents, or records relevant to this Agreement or the University Agreements for the purpose of an audit or investigation relating to compliance with federal and state laws, such Party shall immediately (and no later than five (5) Business Days after receipt of such request or demand) notify the other Party in writing of the nature and scope of such request or demand and shall make available to the other Party, upon written request of the other Party, all such books, documents, or records produced to the government authority.

12.4 Confidentiality and Medical Privacy Laws. Each Party will ensure that it maintains the confidentiality of all of its records in accordance with all applicable federal and state confidentiality and privacy laws. Each Party will reasonably and in good faith cooperate with the other Party and execute any agreements with the other Party necessary for such Party to comply with any such laws.

13. GENERAL PROVISIONS

13.1 Compliance with Laws. The Parties recognize that this Agreement and the University Agreements are subject to, and the Parties agree to comply with, all applicable local, state and federal statutes, rules and regulations.

13.2 Change in Law. Any provision of any applicable statute, rule, or regulation that invalidates any provision of this Agreement or any University Agreement, that is inconsistent with any provision of this Agreement or any University Agreement, or the failure to comply with which would cause the Parties to be in violation of law will be deemed to have superseded the applicable provision of this Agreement or University Agreements. If the Parties agree that there is a violation of law or this Agreement or University Agreements, or if any Party seeks and obtains a judicial determination of the violation of law or illegality of this Agreement or University Agreements, the Parties agree to use their reasonable and good faith efforts for a period of one hundred twenty (120) days to amend this Agreement or the affected University Agreement, as applicable, to accommodate the provisions and intent of this Agreement or the

affected University Agreement to the extent such terms are consistent with the requirements of applicable statutes, rules, and regulations, and to negotiate reasonably and in good faith to reach agreement on an amendment of this Agreement or the affected University Agreement in such respect in a manner that eliminates the violation of law and does not materially, adversely affect the purposes of this Agreement or the fundamental legal relationship or financial arrangement among the Parties. The Parties agree that a Party's withholding of its consent to amend this Agreement or any University Agreement shall be deemed valid if the proposed amendment would materially and adversely affect the fundamental legal relationship of, or financial arrangement between, the Parties.

13.3 **No Referral.** Nothing contained in this Agreement shall require (directly or indirectly, explicitly or implicitly) any Party to refer any patients to the other Party or to use the other Party's facilities as a precondition to receiving the benefits set forth herein.

13.4 **Additional Documents.** Each of the Parties hereto agrees to execute any document or documents that may be reasonably requested from time-to-time by the other Party to implement, carry out, or complete such Party's obligations pursuant to this Agreement.

13.5 **Governing Law and Venue.** The validity, construction, and enforcement of this Agreement and all disputes that may arise in connection with its performance shall be governed by the laws of the State of Oklahoma without regard to its choice of law provisions. Any legal action relating in any manner to the subject matter of this Agreement shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the Parties expressly agree.

13.6 **Benefit/Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors and permitted assigns; provided, however, that no Party hereto may assign this Agreement (or subcontract to a third party any of its duties under the Agreement) without the prior written consent of the other Party.

13.7 **Litigation Expense.** In any controversy, claim or dispute arising out of, or relating to, this Agreement or the method and manner of performance thereof or the breach thereof, the prevailing Party shall be entitled to and awarded, in addition to any other relief, a reasonable sum for its attorneys' fees and actual expenses incurred in the litigation or other proceeding involving such dispute.

660 Parrington Oval, Suite 110
Norman, Oklahoma 73019

With copies to: Vice President and General Counsel
The University of Oklahoma
660 Parrington Oval, Suite 213
Norman, Oklahoma 73019

Senior Vice President and Provost
The University of Oklahoma Health Sciences Center
1105 N. Stonewall Avenue, Library 221
Oklahoma City, Oklahoma 73117-1221

or to such other address or number, and to the attention of such other person or officer, as any Party hereto may designate, at any time, in writing in conformity with these notice provisions.

13.11 **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law: (i) such provision will be fully severable; (ii) this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part hereof; (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom; and (iv) in lieu of the illegal, invalid, or unenforceable provision, subject to Section 13.2, there will be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

13.12 **Gender and Number.** Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural.

13.13 **Divisions and Headings.** The division of this Agreement into sections and subsections, and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

13.14 **Drafting.** No provision of this Agreement shall be interpreted for or against any Party hereto on the basis that such Party was the draftsman of such provision, each Party having participated equally in the drafting hereof, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

13.15 **Entire Agreement/Amendment.** This Agreement and the University Agreements (and the agreements contemplated by this Agreement and the University Agreements) supersede all previous affiliation agreements between the Parties regarding the within subject matter, and constitutes the entire agreement of every kind or nature existing between the Parties in respect of the within subject matter, and no Party hereto shall be entitled to benefits other than those specified herein. As between the Parties, no oral statement or prior written material not specifically incorporated herein shall be of any force and effect. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and the University Agreements referenced herein, and no others. All prior representations or agreements, whether written or oral, not expressly incorporated herein are superseded unless and until made in writing and signed by all Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. No terms, conditions, warranties, or representations other than those contained herein and no amendments or modifications to this Agreement or the University Agreements shall be binding unless made in writing and signed by both Parties. The Parties will review this Agreement and the University Agreements in accordance with Section 9.3, and any agreed-upon modification or amendments will be clearly documented and attached to this Agreement and/or the University Agreements, as applicable.

13.16 **Resolution of Inconsistent Documents.** If there is any inconsistency between this Agreement or the Annual OUMI/University Agreement and the OUMI Governing Documents or any University Agreement, the terms and provisions of this Agreement or Annual OUMI/University Agreement, as applicable, shall prevail.

13.17 **Interpretation.** In this Agreement, unless the context otherwise requires:

13.17.1 References to this Agreement are references to this Agreement and to any schedules and exhibits hereto;

13.17.2 References to Sections are references to articles and sections of this Agreement;

13.17.3 References to any Party to this Agreement shall include references to its respective successors and permitted assigns;

13.17.4 References to a judgment shall include references to any order, writ, injunction, decree, determination or award of any court or tribunal;

13.17.5 The terms “hereof,” “herein,” “hereby,” and any derivative or similar words will refer to this entire Agreement;

13.17.6 References to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, notated or replaced by the Parties from time to time;

13.17.7 References to any law are references to that law as of the Effective Date, unless clearly indicated otherwise, and shall also refer to all rules and regulations promulgated thereunder, unless the context requires otherwise;

13.17.8 The words “include” and “including” shall mean including, without limitation; and

13.17.9 References to time are references to Central Standard or Daylight time (as in effect on the applicable day) unless otherwise specified herein.

[Signature page follows]

The Parties have caused this Agreement to be created by their duty authorized officers on the dates set forth below.

THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA

By _____

David L. Boren

President, The University of Oklahoma

Date: _____, 2017

OU MEDICINE, INC.

By _____

[Name]

[Title]

Date: _____, 2017

ACADEMIC AFFILIATION AGREEMENT

This ACADEMIC AFFILIATION AGREEMENT (“Agreement”) is entered into as of [November 1], 2017 (“Effective Date”) by and between OU MEDICINE, INC., an Oklahoma not-for-profit corporation (“OUMI”) and the BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA, a constitutional entity of the State of Oklahoma (“University”). OUMI and University are also referred to in this Agreement individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the mission of the University Hospitals Authority and the Trust includes (i) providing clinical teaching and training sites for all of the students, residents, fellows, and other trainees enrolled, employed, or otherwise participating in accredited programs at the University of Oklahoma Health Sciences Center (“OUHSC”), a comprehensive academic health center, including the Colleges of Medicine, Oklahoma City (“OUCOM”), Allied Health, Dentistry, Graduate Studies, Nursing, Pharmacy, and Public Health and (ii) providing a site for conducting clinical and translational research by faculty members of the OUHSC;

WHEREAS, University acknowledges and appreciates the critical and significant financial and clinical facilities support that OUMI will provide to assure excellent health care and clinical research related undergraduate, graduate, professional, residency, and fellowship education programs in Oklahoma, which have been and will be associated with all of the OUHSC Colleges covered by this Agreement;

WHEREAS, OUMI Facilities will serve as the University’s exclusive clinical inpatient and outpatient teaching facilities in the OUMI Service Area for OUHSC Students, Residents, and Fellows, subject to certain exceptions as set forth herein;

WHEREAS, OUMI and University recognize and agree that OUCOM is the exclusive academic institutional Sponsor for allopathic Undergraduate Medical Education and Graduate Medical Education programs affiliated with the OUMI, subject to certain exceptions as set forth herein;

WHEREAS, OUMI and University recognize and agree that the OUHSC Health Professions Colleges are the exclusive academic institutional Sponsors for all related health professions programs affiliated with OUMI, subject to certain exceptions as set forth herein;

WHEREAS, OUMI acknowledges and agrees, that nothing in this Agreement shall require or shall be construed to prohibit University faculty, staff, students, residents, and fellows from providing educational and patient care services as needed to comply with applicable federal or state law, or accreditation requirements;

WHEREAS, University and OUMI agree to the general aspirational principles and purposes set forth in the Recitals and the Scope and Purposes described in Section 2 of this Agreement (collectively, the “Guiding Principles”) that expresses their mutual intent and should guide their cooperative actions and collaborative efforts to be carried out and accomplished through this Agreement;

WHEREAS, the Parties acknowledge that the successful integration of the University’s Academic Programs with the OUMI Facilities will require the close and continual attention and mutual support of the Parties for the duration of their relationship;

WHEREAS, the Parties acknowledge and agree that clinical and translational research is an important part of the University’s mission and will be conducted collaboratively between University and OUMI, and in furtherance of the foregoing, OUHSC will develop, organize, and implement clinical and translational research programs and clinical and translational research training programs in collaboration with OUMI as described in this agreement, supporting OUHSC Faculty, Students, Residents, Fellows, and other trainees in patient-focused, human health and disease investigation and clinical and translational research;

WHEREAS, OUMI will actively support research activities, especially those devoted to clinical and translational research consistent with enhancing human health and decreasing disease; and this support may include direct support of clinical and translational research projects or of clinical and translational research investigators, to the extent and in the manner set forth in an approved Clinical and Translational Research Strategic Plan and the budget related thereto as described in this Agreement;

WHEREAS, OUMI and University will also further work together to develop necessary infrastructure to allow investigators to translate early discoveries into patient-oriented investigation or to facilitate clinical investigation through use of central resources, such as a common data warehouse or unified sample registry/repository, as outlined in the manner set forth in an approved Clinical and Translational Research Plan and the funding commitment related thereto as described in this Agreement;

WHEREAS, OUMI and University will also work together to develop and commercialize technology such as medical devices, drugs, and administrative and operational systems for the delivery of health care; and

WHEREAS, OUMI and University will work together to develop and support quality improvement, as well as dissemination and implementation research, to address the combined missions of both entities to address quality issues necessary for improved outcomes and for compliance with payor requirements, to aid the educational missions of the University training programs, and to coordinate care across the treatment spectrum to improve the health of Oklahomans.

NOW, THEREFORE, with the Guiding Principles in mind and with an intent to develop the affiliation between University and OUMI to the maximum extent consistent with the interests of each, for and in consideration of the mutual covenants set forth in this Agreement, OUMI and University hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth below:

“Academic Program” means the educational and clinical and translational research functions of the OUHSC Colleges. The educational function includes undergraduate, graduate, and professional programs, including, but not limited to, residencies and fellowships; other postgraduate instruction and training programs; and continuing education programs Sponsored by University for practitioners in medical and health related fields. The clinical and translational research function includes OUHSC/OUMI Clinical and Translational Research Programs as defined below.

“Academic Affiliation Council” has the meaning set forth in Section 3 hereof.

“Academic Program Agreements” means the UME Program Agreements, GME Program Agreements, Non-GME Residency Program Agreements, OUHSC Health Professions Program Agreements, and Clinical and Translational Research Program agreements.

“Academic Program Plan(s)” has the meaning set forth in Section 5.1.1(2) hereof.

“Academic Strategic Plan(s)” has the meaning set forth in Section 5.1.1(1) hereof.

“ACGME” means Accreditation Council for Graduate Medical Education.

“Agreement” means this Academic Affiliation Agreement and all written amendments and addenda to this Agreement, as further described in the introductory paragraph to this Agreement.

“AMC(s)” has the meaning set forth in the Section 3.1 of the MAA.

“Annual Academic Funding Commitment” has the meaning set forth in Section 5.1 hereof.

“Annual OUMI/University Agreement” means the Annual OUMI/University Agreement entered into by the Parties pursuant to Section 4.1 of the MAA.

“Business Day” means any day other than a Saturday, a Sunday, or a holiday on which commercial banks in the State of Oklahoma are authorized or required by law to close.

“Children’s Hospital” means the Children’s Hospital at OU Medical Center.

“Clinical and Translational Research Program Plan” has the meaning set forth in Section 10.1.2 hereof.

“Clinical and Translational Research Strategic Plan” has the meaning set forth in Section 10.1 hereof.

“Clinical Services Agreement” means that certain Clinical Services and Support Agreement by and between OUMI and the University of even date herewith.

“Council Chair” has the meaning set forth in Section 3.7 hereof.

“DIO” has the meaning set forth in Section 8.3.3 hereof.

“Dispute Resolution Process” means the process set forth in Sections 8.1 - 8.3 of the MAA.

“Effective Date” has the meaning set forth in the introductory paragraph.

“FCOI” has the meaning set forth in Section 10.7 hereof.

“Fiscal Year” means the period beginning on July 1st and ending on June 30th.

“GME Program Agreement” has the meaning set forth in Section 8.1.4 hereof.

“GME Program Director” has the meaning set forth in Section 6.1.4 hereof.

“GME Strategic Plan” has the meaning set forth in Section 8.1.4 hereof.

“Graduate Medical Education” or “GME” means the graduate medical education programs conducted by the OUCOM, which are accredited by the ACGME or a similarly recognized national accrediting body, and/or are overseen by the GMEC.

“Graduate Medical Education Committee” or “GMEC” means the OUCOM Graduate Medical Education Committee, which is responsible for carrying out institutional ACGME-required oversight activities, and which coordinates with OUMI through the Academic Affiliation Council.

“Guiding Principles” has the meaning set forth in the Recitals of this Agreement.

“Integrated CTR Unit” has the meaning set forth in Section 10.3 hereof.

“IP” means intellectual property.

“IRB” has the meaning set forth in Section 10.3.1 hereof.

“LCME” means the Liaison Committee on Medical Education.

“MAA” means that certain Master Affiliation Agreement by and between OUMI and the University of even date herewith.

“MD Degree” has the meaning set forth in Section 7.1.1 hereof.

“Medical Staff” means the physicians and ancillary service providers on the medical staff of the OUMI Facilities.

“New GME Program” has the meaning set forth in Section 8.1.2(2) hereof.

“New OUHSC Program” has the meaning set forth in Section 9.7 hereof.

“Non-GME Residency Program Agreements” has the meaning set forth in Section 9.5.3 hereof.

“Non-GME Residency Strategic Plan” has the meaning set forth in Section 9.5.2 hereof.

“Offer of First Opportunity” has the meaning set forth in Section 8.1.2(2) hereof.

“OUCOM” means the University Of Oklahoma College Of Medicine.

“OUCOM Dean” has the meaning set forth in Section 6.1.2 hereof.

“OUCOM Department” means a recognized academic department of OUCOM which is administered by a chair, who is recommended by the OUCOM Dean, and appointed in accordance with University procedures.

“OUCOM Department Chairs” means the chairs of the OUCOM Departments.

“OUCOM Faculty” means the physicians, physician assistants, PhDs, basic scientists, or other professionals providing services pursuant to this Agreement who have received faculty appointments from OUCOM and OUHSC.

“OUCOM GME Program(s)” means the Graduate Medical Education programs Sponsored by the OUCOM in affiliation with the OUMI.

“OUCOM Residents and Fellows” means the residents and fellows who are participants in the OUCOM GME Programs.

“OUCOM Medical Students” means medical students enrolled at OUCOM, and other students as approved by OUCOM.

“OUCOM UME Program(s)” means the Undergraduate Medical Education programs Sponsored by the OUCOM.

“OUCOM Volunteer Faculty” has the meaning set forth in Section 6.1.6 hereof.

“OUHSC” shall mean the University of Oklahoma Health Sciences Center, a comprehensive academic health center.

“OUHSC Centers” means interdisciplinary and strategic centers, including the Stephenson Cancer Center, Jimmy Everest Center for Cancer, Harold Hamm Diabetes Center, and other Centers as may be designated by the OUHSC.

“OUHSC Colleges” means the Colleges of Medicine-Oklahoma City, Allied Health, Dentistry, Graduate Studies, Nursing, Pharmacy, and Public Health. [The School of Community Medicine-Tulsa also is a component of the OUHSC, but is generally outside the scope of this Agreement unless otherwise specified.]

“OUHSC CTR Unit” has the meaning set forth in Section 10.2 hereof.

“OUHSC Degree Programs” means the professional, doctoral, master’s and bachelor’s degree programs offered by the OUHSC Colleges.

“OUHSC Faculty” the physicians, allied health professionals, dentists and oral surgeons, research scientists, nurses, pharmacists, public health professionals, and other professionals providing services pursuant to this Agreement who have received faculty appointments from an OUHSC College.

“OUHSC Health Professions College(s)” has the meaning set forth in Section 9.1 hereof, including the Colleges of Medicine (excluding UME programs), Allied Health, Dentistry, Graduate Studies, Nursing, Pharmacy, and Public Health.

“OUHSC Health Professions Dean(s)” has the meaning set forth in Section 9.3.2 hereof.

“OUHSC Health Professions Program Agreements” has the meaning set forth in Section 9.2 hereof.

“OUHSC Health Professions Strategic Plan” has the meaning set forth in Section 9.2 hereof.

“OUHSC IRB” has the meaning set forth in Section 10.4 hereof.

“OUHSC Non-GME Residency Programs” means the residency programs Sponsored by the OUHSC Colleges of Dentistry, Pharmacy, Nursing, or other health professions programs in affiliation with OUMI subsequent to the Effective Date, including initial residency programs and new residency programs, as applicable.

“OUHSC Non-GME Residency Strategic Plan” has the meaning set forth in Section 9.5.2 hereof.

“OUHSC Offer of First Opportunity” has the meaning set forth in Section 9.7 hereof.

“OUHSC/OUMI Clinical and Translational Research Program(s)” means clinical and translational research activities which are patient-focused, and which may include the preparation and submission of clinical and translational research grant proposals under the auspices of OUHSC, with the assistance of OUMI, pursuant to this Agreement, which may also include clinical and translational research training activities such as training of students, housestaff, faculty, postdoctoral research fellows, clinicians and physicians.

“OUHSC Program Projects” has the meaning set forth in Section 9.6 hereof.

“OUHSC Residents and Fellows” means the residents and fellows who are participants in the OUHSC Non-GME Residency Programs and meet the requirements set forth in this Agreement.

“OUHSC Senior VP and Provost” means the senior executive officer of the OUHSC, to whom the OUCOM Dean, Health Professions College Deans, and campus-wide Centers report, and who has responsibility for all of its clinical, educational, and research programs.

“OUHSC Students” means students enrolled in OUHSC Degree Programs at OUHSC colleges, and other students as approved by OUHSC.

“OUHSC Volunteer Faculty” has the meaning set forth in Section 9.3.5 hereof.

“OUMI” has the meaning set forth in the introductory paragraph of this Agreement.

“OUMI Board” means the Board of Directors of OUMI.

“OUMI CEO” means the person holding the position titled, as of the Effective Date, “OUMI Chief Executive Officer,” or subsequent equivalent title.

“OUMI Facilities” means OU Medical Center, Children’s Hospital, OU Medical Center Edmond and any and all other health care facilities which are owned or operated by OUMI, as more particularly identified on Schedule 4 attached hereto.

“OUMI Service Area” means the State of Oklahoma.

“OU Medical Center” means OU Medical Center, located as of the Effective Date at NE 13th Street & Lincoln Blvd., Oklahoma City, Oklahoma 73104.

“Party” and “Parties” have the meaning set forth in the introductory paragraph of this Agreement.

“Research Facilities” has the meaning set forth in Section 10.1.1 hereof.

“Sponsor,” “Sponsored,” or “Sponsorship” means the (i) designation of an institution as the sponsor of a GME program by the ACGME or other approved GME program accrediting bodies and/or (ii) the affiliation with, participation in, or assumption by an institution of material responsibility for a GME program, including the provision of resources in support of resident or fellow education.

“Trust” shall mean the University Hospitals Trust, a state beneficiary public trust.

“UME Clerkship Directors” has the meaning as set forth in Section 7.1.5 hereof.

“UME Program Agreement(s)” has the meaning set forth in Section 7.1.4 hereof.

“UME Strategic Plan” has the meaning set forth in Section 7.1.4 hereof.

“Undergraduate Medical Education” or “UME” means the accredited medical education program leading to the MD Degree.

“University” means The Board of Regents of the University of Oklahoma.

“University Policies” means rules, regulations and policies adopted by University.

2. SCOPE AND PURPOSES OF AFFILIATION. The purposes of this agreement between University and OUMI, which reflect the aspirations and objectives of the parties, shall include:

2.1 Fostering the development of the OUHSC as an institution of the highest quality for medical education, clinical and translational research education, health professions education, clinical and translational research, and patient care services;

2.2 Designating OUCOM as the exclusive academic Sponsor for UME and GME programs affiliated with OUMI, subject to such exceptions as described herein;

2.3 Designating the OUHSC Health Professions Colleges as the exclusive academic Sponsors for all related Health Professions programs affiliated with OUMI, subject to such exceptions as described herein;

2.4 Designating OUMI as OUCOM’s exclusive provider of inpatient and outpatient clinical teaching sites and facilities in the OUMI Service Area for the OUCOM UME Program, except as otherwise agreed to by the Parties and set forth in this Agreement, subject to such exceptions as described herein;

2.5 Designating OUMI as OUCOM’s exclusive provider of inpatient and outpatient clinical teaching sites and facilities in the OUMI Service Area for OUCOM’s Sponsored GME

programs, except as otherwise agreed by the Parties in this Agreement, subject to such exceptions as described herein;

2.6 Designating OUMI as the OUHSC Health Professions Colleges' exclusive provider of inpatient and outpatient clinical teaching sites and facilities in the OUMI Service Area for the OUHSC Health Professions Colleges' accredited programs, subject to such exceptions as described herein;

2.7 Promoting clinical and translational research and opportunities which enhance human health and reduce disease, especially where it could advance the stature and impact of the University and OUMI enterprise, and enhance commercialization;

2.8 Attaining distinction as an AMC Teaching Hospital, including being ranked by US News & World Report as the best Hospital in Oklahoma, increasing the number of nationally-recognized adult, children's, and women's specialties, and achieving an overall ranking within the top fifty (50) hospitals nationally; and

2.9 Providing sustained funding for the operation of OUHSC educational, training, and clinical and translational research programs. These academic programs will provide ongoing and significant community benefits for Oklahomans consistent with the mission of OUMI. University academic programs include:

2.9.1 Educating OUHSC students, residents, fellows, and other trainees who will become the highly-trained workforce of future practitioners needed in Oklahoma to increase access to primary and specialty care resources and to improve health care quality and outcomes;

2.9.2 Sponsoring and overseeing exemplary OUCOM UME and GME programs;

2.9.3 Developing innovative educational approaches and health care delivery models based on interdisciplinary team-based care that includes physicians, nurses, pharmacists, physician assistants, nurse practitioners, dentists, social workers, public health professionals, nutritionists, speech pathologists, audiologists, physical and

occupational therapists, medical imaging and radiation therapy professionals, and other care providers who will serve as a catalyst for workforce development in Oklahoma;

2.9.4 Recruiting and retaining OUHSC faculty who can provide safe and high quality clinical care for the people of Oklahoma, who will devise and implement new techniques and methods for care delivery and who will apply the most modern and effective educational techniques, technology, and content for University educational and training programs operated in coordination with OUMI;

2.9.5 Developing methods to increase the efficiency of health care delivery and improve value;

2.9.6 Developing and implementing strategies to improve and maintain the health of the population;

2.9.7 Providing the highest quality of continuing professional development to Oklahoma physicians and health professionals;

2.9.8 Recruiting OUHSC Faculty to conduct clinical and translational research which will generate discoveries and innovations to enhance knowledge of living systems, prevent, treat, palliate, and cure disease, and keep health care in Oklahoma on the leading frontier;

2.9.9 Undertaking programs to translate these discoveries and innovations into products and procedures which can be rapidly brought to the bedside, including commercialization when appropriate;

2.9.10 Conducting clinical and translational research and implementing programs designed to address the social context of illness and the social determinants of health;

2.9.11 Serving as the primary site in Oklahoma for training in clinical and translational research;

2.9.12 Providing quality improvement, implementation and dissemination research for trainees and multi-disciplinary teams;

2.9.13 Providing a centralized portal for clinical and translational research with the combined mission of OUMI and University to help ensure regulatory compliance, protect patient confidentiality and safety, and facilitate clinical research while enhancing entity protection;

2.9.14 Creating, growing and sustaining a clinical data warehouse for quality improvement and clinical and translational research activities within the combined mission and to improve health in Oklahoma; and

2.9.15 Partnering with community-based networks to disseminate and implement clinical and translational research projects and best-practices to improve care between in- and out-patient services, improve care coordination, improve outcomes and decrease inappropriate utilization of resources.

3. ACADEMIC AFFILIATION COUNCIL

3.1 Formation. The Parties will maintain an Academic Affiliation Council.

3.2 Composition. The Academic Affiliation Council will be composed of ten persons, including five (5) University representatives from the OUHSC selected by the Senior Vice President and Provost on behalf of the University and five (5) OUMI representatives selected by the OUMI CEO on behalf of OUMI, including one representative who serves as the OUMI executive for academic programs.

3.3 Scope of Authority. Subject to any ultimate approval requirements or rights of University and OUMI, the Academic Affiliation Council will maintain the following authority:

3.3.1 Review and make recommendations to the OUMI Board regarding (i) major operational, and strategic decisions, including development and implementation of the OUCOM UME Program Plans, OUCOM GME and OUHSC Non-GME Residency Program Plans, OUHSC Health Professions Program Plans, OUHSC/OUMI Clinical and Translational Research Program Plans, and all other aspects of the Academic Program Plans described in Section 5.1.1(2) below, (ii) initiation of new Academic Program

Agreements between OUHSC and OUMI, and (iii) material changes to existing Academic Program Agreements, if any;

3.3.2 Review and make recommendations to the OUMI Board regarding approval of the Annual Academic Funding Commitment (as described in Section 5.1 below) for the subsequent fiscal year, including compensation and benefits for OUCOM GME and OUHSC non-GME Residents and Fellows, in collaboration with the Graduate Medical Education Committee regarding such matters;

3.3.3 Determine the number, adequacy, location, and space requirements for use in connection with the OUCOM GME and OUHSC non-GME residency and fellowship program rotation sites at OUMI Hospitals; provided, however, that OUMI has ultimate control and authority regarding its facilities;

3.3.4 Review and make recommendations, as applicable, regarding new or modifications to current, academic collaborations between the Parties related to this Agreement;

3.3.5 Exercise any other such powers as the Parties determine and authorize in writing as an addendum to this Agreement, subject to University and/or OUMI approvals as may otherwise be required.

3.3.6 Review and make recommendations, as applicable, regarding prioritization of activities within the OUHSC/OUMI Clinical and Translational Research Program in collaboration with the OUHSC Research Strategic Plan Oversight Committee.

3.3.7 Designate subcommittees as it deems relevant.

3.4 Limitation. Nothing in this section should be interpreted to give the Academic Affiliation Council authority over a matter that would cause an individual Academic Program to violate a specific accreditation standard.

3.5 Meetings. The Academic Affiliation Council will meet regularly at such times and meeting locations as called by the Council Chair or as otherwise agreed to by the Academic Affiliation Council members in advance each fiscal year, but no less than quarterly.

3.6 Quorum and Voting. The quorum for any meeting of the Academic Affiliation Council will be three (3) University representatives and three (3) OUMI representatives. Any action taken or recommended by the Academic Affiliation Council will require the affirmative vote of a majority of the members in attendance at a duly constituted meeting, including the vote of at least three (3) University representatives and three (3) OUMI representatives. Any deadlock of the Academic Affiliation Council shall be subject to the authority of the OUMI Board.

3.7 Council Chair. The University Senior Vice President and Provost shall designate a chair (the “Council Chair”), who shall preside at all meetings of the Academic Affiliation Council, and shall perform such other duties as may be assigned to him or her by the Parties. The Council Chair shall serve a two (2) year term of office, renewable for one (1) term, and may be removed at any time by the University.

4. **OUMI FACILITIES.** For so long as OUHSC provides an Academic Program to its Students, Residents, Fellows or other trainees, and for so long as this Agreement shall be in full force and effect, OUMI shall make the OUMI Facilities identified on Schedule 4 attached hereto, available for use by OUHSC Students, Residents, Fellows, other trainees, Faculty, and staff to conduct the Academic Program(s). OUMI Facilities shall meet and maintain the requirements necessary for the accreditation of affiliated OUHSC Academic Programs, including without limitation GME and non-GME residency programs.

5. **ACADEMIC AFFILIATION PLANNING AND FUNDING**

5.1 Academic Funding Commitment Process. The process to develop and adopt an Annual Academic Funding Commitment (the “Annual Academic Funding Commitment”) shall be as described in this Section. The Annual Academic Funding Commitment will be incorporated into the Annual OUMI/University Agreement. The Parties shall have a mutual duty to act reasonably and in good faith to reach agreement on the Academic Strategic and Program Plans and the Annual Academic Funding Commitment described below.

5.1.1 Academic Strategic and Program Plans.

(1) Academic Strategic Plans. University and OUMI shall collaborate in good faith, through the coordination of the Academic Affiliation Council, to

develop five-year (5) academic strategic plans which shall include the UME Strategic Plan, the GME Strategic Plan, the OUHSC Health Professions Strategic Plan, the OUHSC Non-GME Residency Strategic Plan, the Clinical and Translational Research Strategic Plan, educational and training program initiatives, clinical and translational research priorities, capital expenditure planning, and performance goals and measures, and shall consider interdependencies with the Clinical Strategic Plans (as defined in the Clinical Services Agreement), the goals and objectives of OUMI, and the goals of an academic medical center (individually an “Academic Strategic Plan” and, collectively, the “Academic Strategic Plans”). The Parties shall work to update annually the Academic Strategic Plans based upon actual performance and external and internal factors, such as workforce, professional, technological, scientific, and regulatory considerations.

(2) Academic Program Plans. University shall collaborate with OUMI to develop annual operating plans relating to the areas described on Schedule 5.1.1(2), attached hereto and incorporated herein (individually, or collectively, “Academic Program Plans”), which may be amended from time to time by mutual agreement of the Parties. The Academic Affiliation Council will annually develop, review, and recommend the Academic Program Plans, which shall be submitted to the OUMI Board for review and approval.

5.1.2 Annual Academic Funding Commitment.

(1) By no later than March 31 of each year commencing in 2018, University shall develop and propose an Annual Academic Funding Commitment to the Academic Affiliation Council for the fiscal year commencing on July 1, using, among other things, recommendations from the Academic Strategic Plans and the Academic Program Plans. Each Annual Academic Funding Commitment will be reviewed and recommended by the Academic Affiliation Council for final approval by the OUMI Board and incorporation into the Annual OUMI/University Agreement.

(2) Each Annual Academic Funding Commitment shall reflect (i) the then-current Academic Strategic and Program Plans, and Academic Program Agreements, (ii) financial resources and performance of OUMI and historical levels of support from OUMI, (iii) funding levels of available governmental and other external programs, (iv) levels of support at comparable AMCs, and (v) the fair market value for services and programs provided by University. Payments under each Annual Academic Funding Commitment shall be made in accordance with the terms set forth in Section 4 of the MAA.

(3) The Annual Academic Funding Commitment for the fiscal year commencing [November 1], 2017 is attached hereto as Schedule 5.1.2(3); however, the Parties acknowledge and agree that they will act reasonably and in good faith to modify the initial Annual Academic Funding Commitment as circumstances dictate and described in Schedule 5.1.2(3). Disputes between the Parties relating to the Annual Academic Funding Commitment shall be resolved pursuant to the Dispute Resolution Process.

6. OUCOM FACULTY AND MEDICAL STAFF CONSIDERATIONS

6.1 OUCOM Leadership and Faculty.

6.1.1 Principles Relating to OUCOM Faculty. All individuals who will teach and supervise OUCOM Medical Students, Residents and Fellows must be appointed to the OUCOM Faculty, subject to the discretion of the OUCOM and the OUHSC qualifications, requirements, and standards for faculty appointments. OUCOM shall be responsible for assessing faculty applicants' credentials and determining and granting faculty rank and track. Promotion and tenure decisions are the sole responsibility of University. Award of tenure by University will apply only to academic faculty status and not to clinical or administrative roles of an OUCOM Faculty member in OUMI Facilities. University, by and through OUCOM, shall retain all responsibilities for development, evaluation, promotion, corrective action, and termination of OUCOM Faculty members in or from academic faculty status and for the employment status of OUCOM Faculty, in accordance

with OUHSC Faculty Handbook and University Policies. OUMI and the University will jointly coordinate recruitment of new OUCOM Faculty on a case-by-case basis.

6.1.2 OUCOM Dean. University shall appoint and employ the Executive Dean of OUCOM (the “OUCOM Dean”). The OUCOM Dean is the principal academic and administrative officer of OUCOM and reports to the OUHSC Senior Vice President and Provost. The OUCOM Dean will be responsible, on behalf of and for OUCOM and at the direction of the OUHSC Senior Vice President and Provost, for the overall operation of the academic affiliation between OUCOM and OUMI.

6.1.3 OUCOM Department Chairs in Clinical Sciences.

(1) OUCOM Department Chairs in Clinical Sciences will be recruited and recommended by the OUCOM Dean, appointed through the OUHSC Senior Vice President and Provost, and employed by the University. As provided in the Section 6 of the MAA, the University shall inform and consult with the OUMI CEO regarding candidates to fill openings for the OUCOM Department Chairs in Clinical Sciences. The OUCOM Department Chairs will report to the OUCOM Dean. Evaluations of the OUCOM Department Chairs’ performance, particularly in achieving educational and clinical and translational research goals, are the responsibility of OUCOM and will include input from OUMI.

6.1.4 GME Program Directors.

(1) GME Program Directors for the OUMI Facilities will be appointed by the respective OUCOM Department Chairs following consultation with and input from OUMI (each a “GME Program Director”). Final approval for GME Program Directors will be made by the Graduate Medical Education Committee. The GME Program Directors shall hold appropriate faculty appointments. OUMI Medical Staff membership, credentials, and privileges of the GME Program Directors are subject to approval in accordance with the applicable OUMI Medical Staff bylaws. Evaluation of each GME Program Director’s performance is the

responsibility of University, which will be conducted by and through OUCOM, and may include input from OUMI.

(2) The GME Program Directors will report directly to the corresponding OUCOM Department Chairs and the DIO with respect to responsibilities related to service as GME Program Director, and will consult with the OUMI executive responsible for academic programs (as identified by OUMI) and the DIO with respect to GME administrative matters related to OUMI Facilities.

6.1.5 UME Clerkship Directors.

(1) UME Clerkship Directors will be recruited and appointed by the OUCOM Department Chairs, approved by the OUCOM Medical Education Committee, and employed by the University. OUMI medical staff membership, credentials and privileges of the UME Clerkship Directors are subject to approval in accordance with the OUMI Medical Staff bylaws.

(2) The UME Clerkship Directors will report directly to the corresponding OUCOM Department Chair, the Medical Education Committee, and the Associate Dean for Medical Education and/or Senior Associate Dean for Academic Affairs with respect to the UME Clerkship Directors' responsibilities related to service as the UME clerkship director, and will also consult with the OUMI executive responsible for academic programs. UME Clerkship Directors will be responsible for, among other duties, the administration of their respective UME programs and supporting and assisting in the development of new UME programs and the administrative priorities of OUMI, to the extent such administrative priorities are not in conflict with OUCOM academic priorities or LCME or regulatory requirements. Evaluations of the UME Clerkship Directors' performance are the responsibility of the University and will be conducted by and through OUCOM.

6.1.6 OUCOM Volunteer Faculty. A physician who is not employed by OUP and who has medical staff privileges at OUMI Facilities may be eligible for OUCOM volunteer faculty appointments (“OUCOM Volunteer Faculty”). OUCOM Volunteer Faculty will be approved and appointed in writing signed by the corresponding OUCOM Department Chair and the OUCOM Dean. All OUCOM Volunteer Faculty shall be subject to University Policies related to faculty appointments, and all policies and procedures of OUCOM and OUHSC, including those applicable to the education of OUCOM Medical Students and OUCOM Residents and/or Fellows.

6.2 Medical Staff. OUCOM Faculty, Residents, and Fellows who provide services at OUMI Facilities will be subject to and comply with the Medical Staff bylaws, rules, and regulations of OUMI.

7. OUCOM UNDERGRADUATE MEDICAL EDUCATION PROGRAMS

7.1 General Provisions.

7.1.1 Approvals and Accreditation. OUCOM (i) is fully approved and authorized by the University of Oklahoma Board of Regents and the Oklahoma State Regents for Higher Education to offer and confer the doctor of medicine degree (“MD Degree”), (ii) is accredited by the Liaison Committee on Medical Education (“LCME”) for the medical education program leading to the MD Degree, and (iii) is and agrees to continue to be accredited by the North Central Association of Colleges and Schools (or its successor) within the accreditation of the University of Oklahoma. The Parties agree to work together to maintain high standards of education and training in order to maintain full accreditation of the UME program by all required and necessary authoritative and regulatory bodies. OUMI shall reasonably cooperate with OUCOM in connection with these actions.

7.1.2 Medical School Buildings and Related Infrastructure. University shall provide, operate, equip, furnish, and maintain such academic, clinical and translational research, and other facilities as appropriate for the operation of the OUCOM to include classroom, conference, library (digital or otherwise), computer lab, and other educational

facilities it determines are sufficient to comply with applicable LCME accreditation standards and requirements.

7.1.3 UME Program Academic Affairs. OUCOM shall have sole authority and responsibility for the design, implementation, delivery, evaluation, and management of the OUCOM UME Program, including setting the curriculum and graduation requirements, determining the content of such OUCOM UME Program, and overseeing the selection, teaching, supervision, assessment, and evaluation of OUCOM Medical Students, subject to OUHSC and LCME policies regarding such educational programs. OUCOM and OUMI will work together to create and maintain a positive and appropriate learning environment that promotes the development of professional behaviors and will collectively resolve any negative influences on Medical Student professional behavior.

7.1.4 UME Strategic Plan and Annual Program Agreements. OUCOM shall develop and periodically update a five (5) year UME Strategic Plan, which will address, among other things, expansions and modifications of existing UME programs, development of new UME programs, and capital and operating budgets (“UME Strategic Plan”) to be part of the overall Academic Strategic Plan for review and recommendation by the Academic Affiliation Council. OUCOM and OUMI will annually review, modify, and as needed develop new UME program agreements (“UME Program Agreements”) through the Academic Affiliation Council to formalize operational details of the OUCOM UME Program. Such UME Program Agreements will conform to the requirements of the LCME or, as applicable, any other accrediting organization.

7.1.5 UME Clerkship Directors. OUCOM shall conduct “elective and clinical clerkships” as required by LCME and OUCOM. OUCOM Faculty serving as elective and clinical clerkship directors within the UME Program (“UME Clerkship Directors”) will be recruited and appointed by the OUCOM Department Chairs and Dean, as further described in Section 6.1.5 above.

7.1.6 UME Faculty. Faculty for the OUCOM UME Program will be University faculty, selected through established University procedures, and may include OUCOM Volunteer Faculty and OUHSC Faculty from other undergraduate, graduate, and

professional programs selected by OUCOM. OUCOM shall issue faculty appointments and faculty work assignments related to OUCOM Medical Student teaching.

7.2 OUMI Exclusive Provider of UME Clinical Teaching Sites. Except as otherwise stated herein or agreed in writing by the Parties, OUMI shall be the exclusive provider within the OUMI Service Area of inpatient and outpatient clinical teaching sites and facilities for the OUCOM UME Program through the OUMI Facilities.

7.2.1 UME Educational and Training Space and Educational Resources Provided by OUMI. OUMI shall provide reasonable and appropriate educational and training space and resources at OUMI Facilities for use by OUCOM Medical Students and Faculty while based at or providing services at the OUMI Facilities under this Agreement, which shall be provided in accordance with LCME accreditation standards and requirements. In the course of providing its space and facilities in accordance with this Section, OUMI shall have the right to coordinate the schedules for use of such space and facilities and shall have ultimate control and authority with regard to such space and facilities at OUMI Facilities.

7.2.2 OUCOM Faculty Office Space Provided by OUMI. University and OUMI shall engage in collaborative discussions and come to an agreement concerning available office space for to OUCOM Faculty in hospital-based specialties, which agreement must be reviewed and approved by the Academic Affiliation Council.

7.2.3 Access to OUMI Facilities. OUMI will provide access to OUMI Facilities to students participating in health related educational and clinical and translational research activities for educational and clinical and translational research opportunities. This shall include access to the electronic health record system serving OUMI, with appropriate assignment of access codes and passwords, subject to OUMI's information technology security policies. OUCOM Medical Students shall have priority for the UME Program and rotation experiences at the OUMI Facilities over non-OUCOM Medical Students. The Academic Affiliation Council must approve exceptions for access by any non-OUCOM Medical Students.

7.2.4 OUCOM Medical Student UME Assignments at Non-OUMI Facilities. Notwithstanding any other provision in this Section 7, OUCOM may place OUCOM Medical Students at facilities other than OUMI Facilities within the OUMI Service Area (i) in accordance with existing arrangements in effect as of the Effective Date, as identified on Schedule 7.2.4 attached hereto, and (ii) as OUCOM in good faith determines is necessary to ensure that such students will receive a UME experience that satisfies LCME accreditation standards or other educational requirements. OUCOM agrees that (i) it will provide notice to the Academic Affiliation Council regarding any such placements, and (ii) it shall make such placements only after it in good faith determines that OUMI cannot offer an equivalent or comparable experience, including clinical capacity or staffing issues that would affect such experience.

7.2.5 Rotation of Medical Students Enrolled in Other UME Programs to OUMI Facilities. OUMI may, with Academic Affiliation Council and University approval, accept and host medical students enrolled in other accredited UME programs for rotations or temporary educational assignments to OUMI Facilities; provided, however, (i) any such rotations or assignments may not unreasonably limit access of OUCOM Medical Students to appropriate clinical experiences or compromise LCME accreditation in any manner, (ii) OUCOM Medical Students will continue to have priority over other medical education program student rotations for UME rotation experiences at the OUMI Facilities, (iii) any other medical education program students must be accepted through the Visiting Student Application Service (VSAS) sponsored by the Association of American Medical Colleges (AAMC) or similar vetting process through the OUCOM Dean's office, and (iv) OUMI will not be able to co-brand or advertise such medical student rotations and will not authorize such other medical schools or UME programs to utilize the OUMI name or trademarks in the advertisement or marketing of such rotations. OUMI will provide other medical education program students the same access to space and resources provided to OUCOM Medical Students in OUMI facilities; provided, however, the OUCOM Dean's office will provide OUMI with any requested documentation, including verification of professional liability insurance and required training. In addition, OUMI and its affiliates may continue the legacy relationships with UME programs identified on Schedule 7.2.5,

but any renewals of such programs are subject to approval by the Academic Affiliation Council and the University.

7.3 UME Annual Academic Funding Commitment. The Annual Academic Funding Commitment for the OUCOM UME Program addressing the costs, reimbursement, and financial support between the Parties for specific aspects of the education and clinical experiences of OUCOM Medical Students participating in the UME Program at OUMI Facilities will be determined as part of the Annual Academic Funding Commitment process set forth in Section 5.1.

7.4 OUCOM Medical Students Qualifications and Professional Liability Insurance. OUCOM Medical Students will be required to maintain professional liability insurance as part of the matriculation process and provide evidence of such coverage to OUMI upon request. OUCOM will confirm that Medical Students are qualified to participate in clinical activities, satisfy applicable OUCOM curriculum requirements, maintain the required liability and health insurance coverage, and are informed of their obligation to comply with all OUMI policies and regulations when in OUMI Facilities.

7.5 OUCOM Medical Student Health Care. As part of the OUCOM registration process, OUCOM will require students to obtain and maintain health care insurance and provide evidence of such insurance to OUMI and OUCOM upon request. OUMI agrees to comply with applicable state and federal workplace safety laws and regulations at OUMI Facilities. Consistent with LCME accreditation standards and implementing OUCOM policies, in the event an OUCOM Medical Student is exposed to an infectious or environmental hazard or other occupational injury (e.g., needle stick) while at an OUMI Facility, OUMI will provide such OUCOM Medical Student with the same emergency medical care or urgent occupational health care as is provided to OUMI employees and consistent with best practices. The OUCOM Medical Student must receive follow-up care through his or her personal physician.

8. OUCOM GRADUATE MEDICAL EDUCATION PROGRAMS

8.1 General Provisions.

8.1.1 Exclusive GME Academic Sponsor. OUCOM shall be the exclusive academic Sponsor for all GME programs affiliated with OUMI.

8.1.2 Exclusive Provider and Right of First Opportunity.

(1) The Parties intend that OUMI shall be the exclusive provider of inpatient and outpatient clinical teaching sites and facilities for OUCOM GME programs in the OUMI Service Area, except (i) as otherwise required by the ACGME and other accreditation organizations and agencies as determined in good faith by OUCOM, (ii) for existing arrangements in effect as of the Effective Date, as identified on Schedule 8.1.2 attached hereto, (iii) for program rotations/assignments at the Oklahoma City Veterans Affairs Medical Center, or (iv) as expressly agreed between the Parties.

(2) In furtherance of the foregoing and subject to Section 8.1.2(1) above, the Parties agree that proposals for new or expanded OUCOM GME Programs congruent with the approved Academic Strategic Plan shall be reviewed by the Academic Affiliation Council. University shall provide six (6) months' advance written notice, subject to exceptions for unforeseen and urgent circumstances, to OUMI of the proposed sponsorship of any new or expanded OUCOM GME Program that was not in existence or in which OUMI was not participating as of the Effective Date (a "New GME Program"), and OUMI shall be offered the right of first opportunity to join the University in the establishment of such New GME Program (the "Offer of First Opportunity"). OUMI shall have sixty (60) days to consider the New GME Program opportunity. Should OUMI fail to provide written notice to University of OUMI's exercise of such right of first opportunity within sixty (60) calendar days of the Offer of First Opportunity or, following the exercise of reasonable and good faith diligence and effort by OUMI and University to reach an agreement, the Parties fail to come to an agreement on the principal terms of their participation in such New GME Program within an additional period not to exceed one-hundred and twenty (120) days of the Offer of First Opportunity, then University may operate the New GME Program with a non-OUMI partner. At such time in the future that OUMI has the capability to join University in such New GME Program and provide a clinical learning experience of comparable quality, University will work to transition such New GME Program

from the non-OUMI partner to OUMI in an orderly and appropriate manner and consistent with the upfront financial commitments made by the non-OUMI partner with respect to such New GME Program. University shall consult with OUMI regarding the selection of any non-OUMI partner prior to such selection by University.

8.1.3 Sponsorship and Accreditation. With input from OUMI, OUCOM will develop and conduct the GME Programs with OUCOM as the ACGME-designated Sponsoring institution and with OUMI Facilities as the ACGME-designated principal providers of inpatient and outpatient clinical teaching sites.

8.1.4 GME Program Strategic Plan and Annual Agreements. OUCOM shall develop and periodically update a five (5) year GME Strategic Plan (“GME Strategic Plan”) for review and recommendation by the Academic Affiliation Council. The GME Strategic Plan will address (i) expansions and modifications of existing OUCOM GME Programs, (ii) rotations and optional/elective experience opportunities for Residents and Fellows in such OUCOM GME Programs, (iii) development of new, separately accredited GME programs in the OUMI Service Area, and (iv) additional training opportunities of short term duration in clinical sites for OUCOM Residents and Fellows, and contain five (5) year capital and operating budgets for GME. OUCOM and OUMI will annually review, modify, and as needed develop new GME program agreements (“GME Program Agreements”) through the Academic Affiliation Council to formalize operational details of the GME Programs. Such GME Program Agreements will conform to the requirements of the ACGME or, as applicable, any other accrediting organization.

8.1.5 OUMI GME Funding Responsibilities. OUMI shall provide facilities and financial support for the OUCOM GME Programs operated under this Agreement at mutually approved levels, consistent with the five (5) year GME Strategic Plan and GME Program Agreements reviewed and recommended by the Academic Affiliation Council and approved by OUMI Board as part of the Annual Academic Funding Commitment process set forth in Section 5.

8.1.6 GME Educational and Training Space and Support Provided by OUMI. Consistent with the GME Program Agreements, OUMI shall provide reasonable and appropriate educational and training space and support at OUMI Facilities for use by OUCOM Faculty, Residents, and Fellows while based at or providing services at the OUMI Facilities under this Agreement, which shall be provided in accordance with ACGME accreditation standards and requirements, including, without limitation, reasonable access to on-site parking. In the course of providing its space and facilities in accordance with this Section 8.1.6, OUMI shall have the right to coordinate the schedules for use of such space and facilities and shall have ultimate control and authority with regard to such space and facilities at OUMI Facilities. Notwithstanding the foregoing, if University determines that OUMI's operation of space and facilities jeopardizes the accreditation or integrity of its Academic Programs and OUMI disputes such determination, then such dispute will be subject to review by the Academic Affiliation Council and the Dispute Resolution Process.

8.1.7 OUCOM Faculty Office Space Provided by OUMI. Consistent with the GME Program Agreements, and subject to availability, OUMI shall provide to specific OUCOM Faculty in hospital-based specialties reasonable and appropriate office space while providing services at the OUMI Facilities. University, by and through the Academic Affiliation Council, and OUMI shall engage in collaborative discussion and attempt to reach agreement concerning available office space. In the course of providing its space and facilities in accordance with this Section 8.1.7, OUMI shall have the right to coordinate the schedules for use of such space and facilities and shall have ultimate control and authority with regard to such space and facilities at OUMI, provided the requirements of this Section 8.1.7 are otherwise satisfied.

8.2 Rotation of Residents and Fellows Participating in Other GME Programs. OUMI may, with Academic Affiliation Council and University approval, accept residents and fellows participating in other accredited GME programs for rotations to OUMI Facilities; provided, however, (i) any such rotations or assignments may not unreasonably limit access of OUCOM Residents and Fellows to appropriate clinical experiences or compromise ACGME accreditation in any manner; (ii) OUCOM will continue to have priority over other resident and fellow rotations

for GME rotation experiences at the OUMI Facilities, and (iii) OUMI will not be able to co-brand or advertise such resident or fellow rotations and will not authorize such other GME programs to utilize the OUMI name or trademarks in the advertisement or marketing of such rotations. The terms and conditions of such participation by other accredited GME programs in OUCOM GME Programs (including the allocation and payment of related costs and expenses to OUCOM and OUMI) shall be presented to the Academic Affiliation Council as part of the annual update of the GME Strategic Plan or at other times consistent with ACGME requirements. In addition, OUMI and its affiliates may continue the legacy relationships with other GME programs identified on Schedule 8.2, but any renewals of such programs are subject to approval of the Academic Affiliation Council and the University.

8.3 OUCOM GME Programs Oversight.

8.3.1 Residency Program Oversight. OUCOM will exercise full management control and responsibility for the organization, accreditation, and operation of the OUCOM GME Programs, including assuring compliance with requirements of appropriate regulatory agencies and providing program oversight for all OUCOM GME Programs. This management shall be through the OUCOM Dean, the Designated Institutional Official, the Graduate Medical Education Committee, and GME Program Directors, in consultation with the Academic Affiliation Council. University shall ensure that OUCOM (i) satisfies applicable institutional and program requirements as specified by ACGME or another equivalent accrediting body and (ii) obtains approvals necessary for the OUCOM GME Programs. OUCOM will retain responsibility for organizing the academic curriculum and OUCOM Faculty, Resident, and Fellows evaluations in each of the OUCOM GME Programs with appropriate input and consultation from the Academic Affiliation Council.

8.3.2 OUCOM Dean. As more fully described in Section 6.1.2, the OUCOM Dean has broad responsibility to provide GME leadership and the ultimate authority, subject to University Policies, to assure the success and high quality of the GME Programs.

8.3.3 Designated Institutional Official. OUCOM shall appoint and employ a Designated Institutional Official (“DIO”) to provide comprehensive oversight of GME activities, including ensuring compliance with ACGME institutional requirements and coordination of GME Programs and activities at University facilities, OUMI Facilities, and other locations. Prior to such appointment, OUCOM will consult with the Academic Affiliation Council regarding the selection of the initial DIO and any successor. OUMI shall reimburse University for any administrative costs associated with the DIO’s employment by the University, as provided for in the then-current approved Annual Academic Funding Commitment.

8.3.4 GME Program Directors. As more fully described in Section 6.1.4, GME Program Directors will be responsible for, among other duties, supporting and assisting in the development of GME programs and will report jointly to the DIO and to the appropriate OUCOM Department Chair with respect to these responsibilities. The GME Program Directors will regularly report to and participate in the GMEC, and the GMEC will subsequently provide requests and recommendations to the Academic Affiliation Council regarding efforts to facilitate inclusion of OUCOM Residents and Fellows in various OUMI patient care programs and processes, identifying any obstacles to such inclusion, and working with the Academic Affiliation Council to develop solutions to obstacles.

8.4 OUCOM Residents and Fellows Participating in OUCOM GME Programs.

8.4.1 General OUCOM Rights and Responsibilities. Consistent with the GME Program Agreements and subject to approval by applicable accreditation agencies, OUCOM shall initiate and academically Sponsor GME Programs for OUCOM Residents and Fellows in OUMI Facilities. OUCOM will exercise educational and academic supervision and oversight over the GME Programs including selection of OUCOM Residents and Fellows through the National Residency Matching Program or other applicable procedures, and evaluation, discipline, and termination for behavioral or academic purposes of OUCOM Residents and Fellows. The types and numbers of

OUCOM Residents and Fellows will be determined pursuant to the GME Program Agreements and the then-current Annual Academic Funding Commitment.

8.4.2 Recruitment and Selection of OUCOM Residents and Fellows. University, by and through OUCOM, will as the ACGME Sponsoring institution, in accordance with applicable policies, employ the OUCOM Residents and Fellows, will facilitate and cooperate with obtaining appropriate licenses for the matched/selected Residents and Fellows at all appropriate OUMI Facilities, and require the OUCOM Residents and Fellows to otherwise comply with the requirements of the policies and regulations of the applicable OUMI Facility.

8.4.3 OUCOM Residents and Fellows Licensure and Qualifications. OUCOM and OUMI are collectively responsible to confirm that all OUCOM Residents and Fellows maintain necessary licenses to participate in and provide clinical services at OUMI Facilities and are eligible to participate in GME programs and related clinical experiences.

8.4.4 OUCOM Residents and Fellows Retention. Upon selection by and through OUCOM, University will pay reasonable stipend rates plus benefits to such Residents and Fellows, in accordance with the Annual Academic Funding Commitment then in effect including the provision of professional liability insurance deemed appropriate by OUCOM after consideration of applicable state law covering the activities of Residents and Fellows, current industry standards, and amounts acceptable to contract payors. Said stipend rates and benefits may be determined using the most current Association of American Medical Colleges House Staff Stipend Survey and, initially, OUCOM's current resident and fellow compensation rates as general guidelines.

8.4.5 OUCOM Resident and Fellow Assignments at Non-OUMI Facilities. OUCOM may place Residents and Fellows at facilities other than OUMI as OUCOM in good faith determines is necessary to ensure that such Residents and Fellows will receive a GME experience that satisfies ACGME accreditation standards. OUCOM agrees that (i) it will provide notice to the Academic Affiliation Council regarding any such placements and (ii) it shall make such placements only after it in good faith determines that OUMI cannot offer an equivalent or comparable experience, including clinical capacity or

staffing issues that would affect such experience. Any potential adjustment to the Annual Academic Funding Commitment based upon such placement of OUCOM Residents and Fellows in facilities other than OUMI Facilities would be evaluated on a case-by-case basis by the Academic Affiliation Council, in particular relating to experiences required by accreditation bodies.

8.5 Participation in Feedback Programs. The Parties agree to participate in programs offered by ACGME and other applicable accrediting organizations which are designed to provide US teaching hospitals, medical centers, health systems, and other clinical settings affiliated with ACGME-accredited institutions with periodic feedback, including the Clinical Learning Environment Review (CLER) program and other programs as mutually agreed upon by the Parties.

9. OUHSC HEALTH PROFESSIONS PROGRAMS

9.1 OUHSC Health Professions Programs. In recognition of the comprehensive nature of health professions programs offered at the OUHSC and the mutual benefit to the Parties of closer alignment and integration of those programs with OUMI, the Parties agree that this Agreement shall fully apply to the Academic Programs of all Health Professions Colleges in Oklahoma City (the "OUHSC Health Professions Colleges"), including Allied Health, Dentistry, Graduate Studies, Nursing, Pharmacy, Public Health and OUCOM non-UME programs, such as Physician Associate programs. Except as provided herein or otherwise agreed upon by the Parties, OUMI will exclusively contract with and utilize University for all academic activities that are the same or similar to the programs of the OUHSC Health Professions Colleges.

9.2 OUHSC Health Professions Strategic Plan and Program Agreements. OUHSC shall develop and periodically update a five (5) year Health Professions Strategic Plan, which will address, among other things, expansions and modifications of existing health professions programs, development of new health professions programs, and capital and operating budgets ("OUHSC Health Professions Strategic Plan") to be part of the overall Academic Strategic Plan for review and recommendation by the Academic Affiliation Council. OUCOM and OUMI will annually review, modify, and as needed develop new OUHSC Health Professions Program agreements which will address the operational details, costs, reimbursement, and financial support

between OUMI and OUHSC for mutually agreed aspects of the educational and clinical experiences of OUHSC Students, Residents, and Fellows at OUMI Facilities (“OUHSC Health Professions Program Agreements”). The OUHSC Health Professions Program Agreements will be reviewed, modified, and as needed developed as part of the Annual Academic Funding Commitment process described in Section 5.1 above, for review and recommendation by the Academic Affiliation Council, and approval by the OUMI Board.

9.3 OUHSC Faculty.

9.3.1 Principles Relating to OUHSC Faculty. All individuals who will teach and supervise OUHSC Residents, Fellows, or Students must be appointed to the Faculty of the respective OUHSC Health Professions Colleges, subject to the discretion of the OUHSC and the its qualifications, requirements, and standards for faculty appointments. OUHSC shall be responsible for assessing faculty applicants’ credentials, determining and granting faculty track, rank, and tenure. University, by and through OUHSC, shall retain all responsibilities for recruitment, development, evaluation, promotion, corrective action, and termination of OUHSC Faculty members in or from academic faculty status and for the employment status of tenured OUHSC Faculty, in accordance with OUHSC Faculty Handbook and University Policies.

9.3.2 OUHSC Deans. University shall appoint and employ the Dean of each OUHSC Health Professions College (each an “OUHSC Health Professions Dean”). The OUHSC Health Professions Deans are the principal academic and administrative officers of the OUHSC Health Professions Colleges and report to the OUHSC Senior Vice President and Provost. The OUHSC Health Professions Deans will be responsible, at the direction of the Senior Vice President and Provost, for the overall operation of the affiliation between the respective OUHSC Health Professions Colleges and OUMI. The OUHSC Health Professions Deans shall, through the Academic Affiliation Council, collaborate with representatives of OUMI to achieve the goals of this Agreement.

9.3.3 OUHSC Faculty Teaching in OUMI Facilities. All OUHSC Health Professions Faculty who teach and supervise OUHSC Health Professions Residents, Fellows, or Students are subject to OUHSC qualifications, requirements, and standards for

faculty appointments. OUHSC Health Professions Faculty teaching in OUMI Facilities will be recruited and appointed in accordance with applicable University and OUHSC policies and procedures. OUMI medical staff or advanced practice professional membership, credentials, and privileges of the OUHSC Health Professions Faculty are subject to approval in accordance with OUMI Medical Staff bylaws.

9.3.4 Medical Staff and Advanced Practice Professionals. OUHSC Health Professions Faculty, Residents, and Fellows who provide services at the OUMI Facilities will be subject to and comply with the OUMI Medical Staff bylaws, rules, and regulations. OUHSC Health Professions Faculty will be eligible, on an equivalent basis with other OUMI medical staff and advanced practice professionals, for membership on OUMI medical staff committees and councils, and for OUMI medical staff leadership or managerial positions.

9.3.5 OUHSC Volunteer Faculty. Licensed independent practitioners, advanced practice professionals, and other health professionals who are not employed by OUHSC and who have staff privileges at OUMI Facilities may be eligible for OUHSC volunteer faculty appointments (“OUHSC Volunteer Faculty”). OUHSC Volunteer Faculty will be approved and appointed in accordance with, and subject to, applicable University and OUHSC policies and procedures.

9.4 OUHSC Degree Programs.

9.4.1 Approvals and Accreditation. OUHSC (i) is fully approved and authorized by the University of Oklahoma Board of Regents and the Oklahoma State Regents for Higher Education to confer undergraduate, graduate, and professional degrees, (ii) is fully accredited by more than sixteen accrediting and regulatory bodies covering the respective health sciences programs, including those set forth in Sections 7.1.1 and 8.1.3, and (iii) is and agrees to continue to be accredited by the North Central Association of Colleges and Schools (or its successor) within the accreditation of the University of Oklahoma. The Parties agree to work together to maintain high standards of education and training in order to maintain full accreditation of the OUHSC Degree Programs by all required and necessary authoritative and regulatory bodies.

9.4.2 OUHSC Health Professions Programs Management. OUHSC shall be responsible for the design, implementation, delivery, evaluation, and management of the OUHSC Health Professions Programs.

9.4.3 OUMI Exclusive Provider of Health Professions Program Clinical Teaching Sites. Except as otherwise provided herein or agreed in writing by the Parties, OUMI shall be the exclusive provider of inpatient and outpatient clinical teaching sites and facilities for the OUHSC Health Professions Programs through the OUMI Facilities.

9.4.4 Educational and Training Space Provided by OUMI. Consistent with the OUHSC Health Professions Program Agreements, OUMI shall provide reasonable and appropriate educational and training space at OUMI Facilities for use by OUHSC Health Professions Students and Faculty while based at or providing services at the OUMI Facilities under this Agreement, as reviewed and recommended by the Academic Affiliation Council. Such access shall be provided in accordance with applicable accreditation standards and requirements.

9.4.5 Access to OUMI Facilities. OUMI will provide Students participating in health related educational and clinical and translational research activities with access to the OUMI Facilities for educational and clinical and translational research opportunities. Such access shall also include access to the OUMI electronic health record system, with appropriate assignment of access codes and passwords, subject to the OUMI information technology security policies.

9.4.6 OUHSC Student Assignments at Non-OUMI Facilities. OUHSC may place Students at facilities other than OUMI (i) in accordance with existing arrangements in effect as of the Effective Date, as identified on Schedule 9.4.6 attached hereto, and (ii) as OUHSC in good faith determines is necessary to ensure that such students will receive an educational experience which satisfies applicable accreditation standards. OUHSC agrees that (1) it will provide notice to the Academic Affiliation Council regarding any such placements and (2) it shall make such placements only after it in good faith determines that OUMI cannot offer an equivalent or comparable experience, including clinical capacity or staffing issues that would affect such experience.

9.4.7 OUHSC Student Priority and Rotation of Students Enrolled in non-OUHSC Health Professions Programs at OUMI Facilities. OUMI acknowledges and agrees that OUHSC Students shall have priority for the educational programs and rotation experiences at the OUMI Facilities over non-OUHSC Students. OUMI may, with Academic Affiliation Council and University approval, accept and host students enrolled in non-OUHSC accredited professional, doctoral, master's, and bachelor's degree programs for rotations or temporary educational assignments to OUMI Facilities; provided, however, (i) any such rotations or assignments may not unreasonably limit access of OUHSC Students to appropriate clinical experiences or compromise any applicable accreditation in any manner, (ii) OUHSC Students will continue to have priority for educational rotation experiences at the OUMI Facilities over other non-OUHSC health professions education program student rotations, and (iii) OUMI will not be able to co-brand or advertise such student rotations and will not authorize such other schools or degree programs to utilize OUMI name or trademarks in the advertisement or marketing of such rotations. OUMI and its affiliates may continue the legacy educational programs identified on Schedule 9.4.7, but any renewals of such programs are subject to approval of the Academic Affiliation Council and the University.

9.4.8 OUHSC Student Health Care. As part of the OUHSC registration process, OUHSC will require students to obtain and maintain health care insurance and provide evidence of such insurance to OUMI and OUHSC upon request. OUMI agrees to comply with applicable state and federal workplace safety laws and regulations at OUMI Facilities. In the event an OUHSC Student is exposed to an infectious or environmental hazard or other occupational injury (e.g., needle stick) while at an OUMI Facility, OUMI will provide such OUHSC Student with the same emergency medical care or urgent occupational health care as is provided to OUMI employees and consistent with best practices. The student must receive follow-up care through his or her personal physician.

9.5 OUHSC Non-GME Residency Programs.

9.5.1 Exclusivity.

(1) OUHSC shall be the exclusive academic Sponsor for all pharmacy, dentistry, nursing, or other health professions residency programs affiliated with OUMI in the OUMI Service Area.

(2) The Parties intend that OUMI shall be the exclusive provider of clinical teaching sites and facilities for OUHSC Non-GME Residency Programs in the OUMI Service Area, subject to Section 9.7 and except (i) as otherwise required by applicable accreditation organizations and agencies (as determined by OUHSC), (ii) for existing arrangements in effect as of the Effective Date, as identified on Schedule 9.5.1(2) attached hereto, (iii) for program rotations/assignments at the Oklahoma City Veterans Affairs Medical Center, or (v) as agreed between the Parties.

9.5.2 OUHSC Non-GME Residency Strategic Plan. OUHSC shall develop and periodically update a five (5) year OUHSC Non-GME Residency Strategic Plan, which will address, among other things, expansions and modifications of existing non-GME residency programs, development of new non-GME residency programs, and capital and operating budgets ("OUHSC Non-GME Residency Strategic Plan") to be part of the overall Academic Strategic Plan for review and recommendation by the Academic Affiliation Council.

9.5.3 OUHSC Non-GME Residency Program Responsibilities of OUMI. Consistent with any OUHSC Non-GME Residency Program Agreements and applicable accreditation requirements, OUMI shall provide (i) financial support at mutually approved levels for the OUHSC Non-GME Residency Programs and (ii) reasonable and appropriate educational and training space at OUMI Facilities for use by OUHSC Faculty, Residents, and Fellows while based at or providing services at the OUMI Facilities under this Agreement, as may be reasonably coordinated by the Academic Affiliation Council. OUHSC and OUMI will annually review, modify, and as needed develop new OUHSC

Non-GME Residency Program agreements (“Non-GME Residency Program Agreements”) through the Academic Affiliation Council to formalize operational details of the OUHSC Non-GME Residency Programs.

9.5.4 Rotation of Residents and Fellows Enrolled in Other Non-GME Residency Programs. OUHSC may, with Academic Affiliation Council approval, accept residents and fellows enrolled in other accredited pharmacy, dentistry, nursing, and other health professions residency programs. The terms and conditions of such participation by other accredited non-GME programs in OUHSC Non-GME Residency Programs (including the allocation and payment of related costs and expenses to OUHSC and the OUMI) shall be presented to the Academic Affiliation Council as part of the annual update of the OUHSC Health Professions Strategic Plan or at other times consistent with accreditation requirements.

9.5.5 Non-GME Residency Program Oversight. OUHSC will exercise full management control and responsibility for the organization, accreditation, and operation of the OUHSC Non-GME Residency Programs, including assuring compliance with requirements of appropriate regulatory agencies and providing program direction for all OUHSC Non-GME Residency Programs. This management shall be through the Deans of the Colleges of Pharmacy, Dentistry, and Nursing, as applicable. University shall ensure that OUHSC (i) satisfies applicable institutional and program requirements as specified by applicable accrediting bodies, and (ii) obtains approvals necessary for the OUHSC Non-GME Residency Programs. OUHSC will retain responsibility for organizing the academic curriculum and Faculty, Residents, and Fellows evaluations in each of the OUHSC Non-GME Residency Programs with appropriate input and consultation from the Academic Affiliation Council.

9.5.6 OUHSC Residents and Fellows Participating in Non-GME Residency Programs.

(1) Oversight and Selection of OUHSC Residents and Fellows.

OUHSC will exercise educational and academic supervision and oversight over the OUHSC Non-GME Residency Programs, including selection, evaluation,

discipline, and termination of Residents and Fellows. The types and numbers of OUHSC Residents and Fellows will be determined pursuant to the Non-GME Residency Program Agreements and the then-current and approved Annual Academic Funding Commitment. University, by and through the OUHSC Colleges, will, in accordance with applicable policies and accreditation requirements, employ the OUHSC Residents and Fellows, will facilitate and cooperate with obtaining supervisory licenses for the selected residents and fellows at all appropriate OUMI Facilities, and require the OUHSC Residents and Fellows to otherwise comply with the requirements of the policies and regulations of the applicable OUMI Facility.

(2) OUHSC Residents and Fellows Licensure and Qualifications. OUHSC and OUMI are collectively responsible to confirm that all OUHSC Residents and Fellows maintain necessary licenses to participate in and provide clinical services at OUMI Facilities and are eligible to participate in the OUHSC Non-GME Residency Programs and related clinical experiences.

(3) OUHSC Residents and Fellows Retention. Upon selection by the respective OUHSC College, University, through such OUHSC College, will pay reasonable stipend rates plus benefits to such OUHSC Residents and Fellows, in accordance with the Annual Academic Funding Commitment then in effect including the provision of professional liability insurance deemed appropriate by University, taking into consideration applicable state law covering the activities of Residents and Fellows, current industry standards, and amounts acceptable to contract payors.

(4) OUHSC Resident and Fellow Assignments at Non-OUMI-Facilities. OUHSC may place OUHSC Residents and Fellows at facilities other than OUMI Facilities as OUHSC in good faith determines is necessary to ensure that the educational experience of OUHSC Residents and Fellows will satisfy applicable accreditation standards or educational requirements. OUHSC agrees that (i) it will provide notice to the Academic Affiliation Council regarding any

such placements and (ii) it shall make such placements only after it in good faith determines that OUMI cannot offer an equivalent or comparable experience, including clinical capacity or staffing issues that would affect such experience. Any potential adjustment to the Annual Academic Funding Commitment based upon such placement of OUHSC Residents and Fellows in facilities other than OUMI Facilities would be evaluated on a case-by-case basis by the Academic Affiliation Council, in particular relating to experiences required by accreditation bodies.

(5) Rotation of Residents and Fellows Participating in Other Non-GME Residency Programs. OUMI may, with Academic Affiliation Council approval, accept residents and fellows participating in other accredited non-GME residency programs for rotations to OUMI Facilities; provided, however, (i) any such rotations or assignments may not unreasonably limit access of OUHSC Residents and Fellows to appropriate clinical experiences or compromise applicable accreditation standards or educational requirements in any manner; (ii) OUHSC will continue to have priority over other resident and fellow rotations for non-GME residency rotation experiences at the OUMI Facilities, and (iii) OUMI will not be able to co-brand or advertise such resident or fellow rotations and will not authorize such other non-GME residency programs to utilize the OUMI name or trademarks in the advertisement or marketing of such rotations. The terms and conditions of such participation by other accredited non-GME residency programs in OUHSC Non-GME Residency Programs (including the allocation and payment of related costs and expenses to OUHSC and OUMI) shall be presented to the Academic Affiliation Council as part of the annual update of the Non-GME Residency Strategic Plan or at other times consistent with applicable accreditation standards or educational requirements. In addition, OUMI and its affiliates may continue the legacy relationships with other non-GME residency programs identified on Schedule 9.5.6(5), but any renewals of such programs are subject to approval of the Academic Affiliation Council.

9.6 OUHSC Clinical and Translational Research and Other Projects. Consistent with the then-current OUHSC Health Professions Program Agreements and applicable accreditation requirements, OUMI shall provide financial support and reasonable and appropriate educational and training space at OUMI Facilities, for mutually agreed OUHSC clinical and translational research and other program-related projects (“OUHSC Program Projects”). OUHSC shall be responsible for the design, implementation, delivery, evaluation, and management of the projects, in coordination with the Academic Affiliation Council.

9.7 Right of First Opportunity. The Parties agree that proposals to bring additional OUHSC Academic Programs, including but not limited to new OUHSC Non-GME Residency Programs, under the scope of this Agreement shall be reviewed by the Academic Affiliation Council. University shall provide six (6) months’ advance written notice, subject to exceptions for unforeseen and urgent circumstances, to OUMI of its desire to affiliate a new OUHSC Academic Program (a “New OUHSC Program”), and OUMI shall be offered the right of first opportunity to join the University in establishing such New OUHSC Program (the “OUHSC Offer of First Opportunity”). OUMI shall have sixty (60) days to consider the New OUHSC Program opportunity. Should OUMI fail to provide written notice to University of OUMI’s exercise of such right of first opportunity within sixty (60) days of the OUHSC Offer of First Opportunity or, following the exercise of reasonable and good faith diligence and effort by the OUMI and University to reach agreement, the Parties fail to come to an agreement on the principal terms of their participation in such New OUHSC Program within an additional period not to exceed one hundred twenty (120) days of the OUHSC Offer of First Opportunity, then University may operate the New OUHSC Program with a non-OUMI partner. At such time in the future that OUMI has the capability to join University in such New OUHSC Program and provide a clinical learning experience of comparable quality, University will work to transition such New OUHSC Program from the non-OUMI partner to OUMI in an orderly manner and consistent with the upfront financial commitments made by the non-OUMI partner with respect to such New OUHSC Program.

10. CLINICAL AND TRANSLATIONAL RESEARCH

10.1 Clinical and Translational Research Strategic Plan and Funding. OUHSC, through the OUHSC Vice President for Research, shall prepare and annually update a five (5) year clinical and translational research strategic plan for the OUHSC/OUMI Clinical and Translational Research Programs (the “Clinical and Translational Research Strategic Plan”), to be submitted to the Academic Affiliation Council for review and recommendation to the OUMI Board for ultimate approval. The Clinical and Translational Research Strategic Plan will address the high-level strategic direction and joint development, modification, and/or expansion of OUHSC/OUMI Clinical and Translational Research Programs at Research Facilities.

10.1.1 Clinical and Translational Research Initiatives. University and OUMI shall work collaboratively to establish certain participatory sites for clinical and translational research programs (“Research Facilities”), including OU Medical Center, the Children’s Hospital, and their respective hospital-based clinics; University facilities; and certain mutually-agreed affiliate sites outside the OUMI, including existing sites listed in Schedule 10.1.1. The Research Facilities shall be used as sites for (i) participant recruitment, (ii) conduct and support of clinical trials, (iii) provision of ancillary services (e.g., laboratory, pathology, imaging), (iv) documentation, compliance, logistical and infrastructure support, and (v) physician, provider, and staff support, all in coordination with the Integrated CTR Unit.

10.1.2 Clinical and Translational Research Program Plan. In accordance with the Annual Academic Funding Commitment process described in Section 5.1 above, OUMI agrees to support clinical and translational research activities, including logistical and infrastructure support, conducted at Research Facilities. The Clinical and Translational Research Program Plan will be reviewed and recommended by the Academic Affiliation Council to the OUMI Board as part of the planning process set forth in Section 5.1.1.

10.2 OUHSC Clinical and Translational Research Unit. The University and OUMI shall jointly develop the “OUHSC CTR Unit” to facilitate clinical and translational research for OUHSC Faculty members and OUHSC and OUMI employees. The OUHSC CTR Unit will

include as a minimum the following activities, which will be prioritized and directed by the Clinical and Translational Research Strategic Plan:

10.2.1 OUHSC CTR Unit Centralized Clinical Trials Office. This office will serve as the central resource to assist OUHSC Faculty, staff and their associated trainees with protocol review, development, regulatory compliance activities, prioritization, contracting, conduct, reporting and closure of clinical trials which will be conducted with patients and/or participants from OUMI and the University. OUMI will work with the OUHSC CTR Unit to develop a contract pricing structure for hospitals, specimen processing, laboratory activities and ancillary services required for clinical and translational research for both federal funding agencies and for-profit pharmaceutical trials.

10.2.2 OUHSC/OUMI Centralized Sample Registry and Repository. Based upon the prioritized clinical and translational research mission as outlined in the Clinical and Translational Research Strategic Plan, OUMI will work with OUHSC to develop a central biospecimen registry and repository to facilitate clinical and translational research while protecting patient privacy. Prioritization of projects, protocol approval processes for use of samples and oversight of such OUHSC/OUMI centralized sample registry and repository will be performed by a combined committee which shall comprised of a minimum of six (6) members with equal representation from OUMI and OUHSC, including representation of clinical research investigators and regulatory personnel.

10.2.3 OUHSC/OUMI Data Warehouse. Based upon the common clinical and translational research mission and prioritized combined clinical and translational research efforts as outlined in the Clinical and Translational Research Strategic Plan, OUMI will work with OUHSC to develop a central data warehouse which can generate query reports for coded demographic, clinical, therapeutic, laboratory, diagnoses, economic and outcome information to assist with feasibility and clinical protocol development. This resource will also help OUHSC Faculty, staff and associated trainees to develop quality improvement projects, research questions, protocols, grant applications and associated publications.

(1) The OUHSC/OUMI data warehouse will have a data warehouse oversight committee, which shall be developed with input from the OUMI executive in charge of research (as determined by OUMI), the OUHSC Vice President for Research, Associate Vice Provost for Clinical & Translational Science and other OUMI and OUHSC representatives to assist with data warehouse policies/procedures, project approvals, project prioritization, regulatory compliance and will be comprised of a minimum of six (6) members with equal representation from OUMI and OUHSC, including representation of research computing, clinical investigation and regulatory compliance membership. This committee will define priorities and recommend funding to the Academic Affiliation Council for information technology projects required to establish and maintain a research data warehouse in conjunction with University (with the Parties to determine the preferred ownership structure and terms for use).

(2) Availability of OUMI Data and Electronic Medical Record Systems. Subject to (i) the terms of OUMI governing documents, (ii) the conditions of maintaining confidentiality of participant records, (iii) the rulings of the applicable IRB(s), and (iv) the terms and conditions set forth in separate data use agreement(s) between OUMI and University, OUMI will make its electronic medical records and data systems, including health information exchanges, available in support of IRB-approved clinical and translational research and related preparatory efforts conducted by OUHSC Faculty, Residents, Fellows, and Students. The OUHSC IRB will be responsible for reviewing and approving projects requiring use of data in the research data warehouse. The research data warehouse will be maintained in compliance with state and federal privacy and security laws and regulations.

10.2.4 Additional Research Activities. Additional clinical and translational research activities to be included in the OUHSC CTR Unit shall be developed and revised within the Clinical and Translational Research Strategic Plan.

10.3 Integrated Clinical and Translational Research Unit. Within two years of the Effective Date, University and OUMI shall jointly develop one or more purchased service agreements and memoranda of understanding to define an integrated clinical and translational research unit that leverages and coordinates University resources and supports clinical and translational research throughout all Research Facilities for OUHSC and OUMI employees (the “Integrated CTR Unit”), in collaboration with the Academic Affiliation Council. The Integrated CTR Unit shall provide the following services on a fee-for-service basis:

10.3.1 Institutional review board (“IRB”) services from the University, or, subject to University approval, another institution or entity providing a centralized accredited IRB, for the review of qualifying clinical and translational research in Research Facilities;

10.3.2 Privacy Board services from the University, or subject to University approval, another institution or entity providing centralized Privacy Board services for the review of qualifying clinical and translational research in Research Facilities;

10.3.3 Assisting researchers in compliance with applicable institutional guidelines and state and federal regulations;

10.3.4 Radiation Safety Office, Biological Safety Office, Animal Care and Use Program, and/or Environmental Health and Safety Office services from the University;

10.3.5 Administering grants and clinical trial contracts, including the application process and post-award expenditures;

10.3.6 Providing clinical and translational research-related contracting compliance support;

10.3.7 Assisting researchers in compliance with conflict of interest disclosure and management;

10.3.8 Assisting in the declaration of sites of service;

10.3.9 Assisting with data access, data management and data analytics with the OUHSC Clinical and Translational Science Institute or components of the OUHSC College of Public Health;

10.3.10 Assisting with protocol development, study design, power calculations and associated grant applications through fee-for service agreements from the OUHSC Clinical and Translational Science Institute or components of the OUHSC College of Public Health;

10.3.11 Developing, implementing and overseeing compliance with applicable billing regulations and procedures;

10.3.12 Providing access to the OUHSC CTR Unit centralized clinical trials office, OUHSC/OUMI centralized sample registry and repository, and the OUHSC/OUMI research data warehouse; and

10.3.13 Providing support for and coordinating the independent Data Safety Monitoring Board needs related to clinical and translational research.

10.4 Clinical and Translational Research Protocols and IRBs. Clinical and Translational Research at OUMI and Research Facilities are under the purview of the OUHSC IRB unless otherwise specified below. Clinical and translational research at Research Facilities shall be conducted in conformance with approved clinical trial protocols, in compliance with applicable federal and state statutes and regulations with the due regard for participant safety. The OUHSC Institutional Review Board, whether one or more ("OUHSC IRB"), will be the clinical trials' IRB of record for all OUHSC/OUMI Clinical and Translational Research Program protocols conducted at OUHSC or at Research Facilities; *provided, however*, that clinical investigators are permitted to use an external, accredited central IRB (1) in the event that such central IRB is required by a clinical and translational research sponsor, as in the case of multi-institutional trials, or (2) when a "single IRB" is required by a federal granting agency, or (3) if desired by OUHSC administration. OUHSC faculty will notify and discuss any central or single IRB requirement studies with the OUHSC IRB before trial initiation to ensure compliance.

10.5 Grants Administration. University will exercise responsibility and control of grant proposals, to be performed in whole or in part in Research Facilities or by Research Facility personnel, and will administer grant awards and other sources of funding for the OUHSC/OUMI Clinical and Translational Research Program projects to be performed in whole or in part in Research Facilities or by Research Facility personnel.

10.5.1 University will have primary responsibility for approving the submission of industry, federal, state, foundation, internally-funded, and other clinical and translational research proposals for OUHSC/OUMI Clinical and Translational Research Program projects to be performed in whole or in part by OUHSC Faculty in Research Facilities.

10.5.2 University will act as the lead sponsoring institution for clinical and translational research proposals to be performed in whole or in part in Research Facilities or by Research Facility Personnel. The OUHSC Vice President for Research will approve and authorize University to submit the proposal.

10.5.3 University will manage post award processes and reporting for grants to be performed in whole or in part in Research Facilities or by Research Facility personnel. Allocation of awards and funding will be addressed by University and OUMI on a case-by-case basis within the funding provided by the clinical and translational research sponsor or grantor, considering the overall contributions of each Party and recognizing that all costs may not be chargeable to the grant award or paid under the clinical and translational research contract. University and OUMI shall collaborate in good faith to determine any appropriate maintenance costs for which OUMI shall be responsible in support of OUHSC/OUMI Clinical and Translational Research Program activities at the Research Facilities.

10.6 Clinical and Translational Research Management Support. University will exercise responsibility and control of research involving animals, biosafety, radioactive materials and recombinant DNA, each of which will be handled by the respective University committees.

10.7 Financial Conflicts of Interest in Research. OUHSC Faculty and OUMI employees with OUHSC Faculty appointments will adhere to University policies and procedures

for disclosure of financial interests and management of financial conflicts of interest (“FCOI”) including those that require a management plan. University will notify OUMI of substantive changes to University’s FCOI policies and procedures. OUMI employees without OUHSC Faculty appointments will adhere to OUMI policies and procedures for financial interest disclosure and FCOI management. FCOI management plans relating to human subject research under the purview of the OUHSC IRB must be reviewed and approved by the OUHSC Conflict of Interest Management Committee and then by the OUHSC IRB; research activities may not commence until approval of both has been obtained.

10.8 Acknowledgment of University and OUMI. University and OUMI intend to jointly pursue acknowledgment in research publications, marketing-related documents, and applications related to OUHSC/OUMI Clinical and Translational Research Program activities conducted at OUMI Facilities.

10.9 Inventorship and Intellectual Property.

10.9.1 Inventorship of IP arising from clinical and translational research at the Research Facilities will be determined according to U.S. law.

10.9.2 Subject to other provisions of this Agreement, University and OUMI may process IP that each individually owns and develops independently without regard to or involvement by the other Party.

10.9.3 University and OUMI will inform each other in writing in a timely manner of invention disclosures they receive that involve personnel, facilities, or other resources affiliated with the other Party.

10.9.4 University and OUMI will jointly approve or decline IP protection on disclosures of joint inventions, defined as inventions developed jointly by University and OUMI employees or retained personnel with OUHSC Faculty appointments or by one Party’s employees or retained personnel utilizing the facilities or resources of the other Party. If approved, the Parties will agree, on a case-by-case basis, on the terms and management of and participation in the patent prosecution, the allocation of costs and financial support associated with IP prosecution, and a commercialization and licensing

strategy, and such discussions will be coordinated with the planning process set forth in Section 5.

10.9.5 University's and OUMI's respective share of economic value derived from commercialization of joint IP will be determined on a case-by-case basis, taking into account the factors of the contribution of each Party including, but not limited to, contributions of each individual inventor to the invention, consistent with University policies and OUMI policies. Review of each inventor's contribution will include an employment or retention component, a facilities use component, and a resources component. Where there are multiple inventors, University's and OUMI's total shares of the joint IP will be calculated by a composite of University and OUMI shares contributed by each individual inventor to the invention. The employment or retention component should reflect the proportion of effort supported by each of the Parties and the facilities component shall reflect the substantial use of research, laboratory and clinical facilities, and resources and other significant infrastructure contributions required for reduction to practice.

10.10 OUMI Clinical and Translational Research. The Parties acknowledge and agree that OUHSC will be the exclusive partner for clinical and translational research conducted by OUMI employees, provided that, following review and recommendation by the Academic Affiliation Council, University may provide exemptions that permit OUMI employees to conduct clinical and translational research independent from OUHSC.

10.11 Research Affiliations. With regard to clinical and translational research, OUHSC Colleges shall endeavor to conduct such studies only at OUMI Facilities, unless (a) the sponsor of the research requires use of additional or other facilities, (b) OUMI lacks the volume of eligible clinical cases to complete the study, (c) the lead investigator is located at another institution and requires participation of other facilities, (d) the study is by its nature a comparative or multicenter trial requiring the participation of other facilities, (e) the study is being conducted by the OU-Tulsa School of Community Medicine, (f) the study is focused on rural or tribal health issues requiring participation by facilities outside Oklahoma county, or (g) there are other reasons deemed by the OUHSC College to be important in its decision and approved by the OUHSC Vice

President for Research. University agrees to provide written notice to the Academic Affiliation Council when an OUHSC College conducts clinical research at non-OUMI Facilities and, upon request of OUMI, will consult with OUMI regarding a possible role of OUMI in such clinical and translational research study.

11. TERM. The term of this Agreement shall commence on the Effective Date and shall continue during the term of the MAA.

12. TERMINATION. This Agreement may be terminated (i) by mutual agreement and (ii) in accordance with the provisions set forth in the MAA. This Agreement shall terminate automatically upon termination of the MAA.

13. DISPUTES. Disputes relating to this Agreement shall be resolved in accordance with the dispute resolution process set forth in the MAA.

14. MISCELLANEOUS.

14.1 MAA Provisions. The following provisions set forth in the following Sections of the MAA are hereby incorporated herein by this reference: Section 8 (Dispute Resolution), Section 11 (Confidentiality), Section 12 (Records), Section 13 (General Provisions).

14.2 Title IX. In accordance with federal law, OUMI acknowledges and agrees that University may have legal obligations to investigate and remedy potential harassment or discriminatory actions taken against its students or employees while they are engaged in the clinical rotation at OUMI. OUMI agrees to cooperate with University in any such investigation and agrees to take remedial actions to ensure such harassment or discrimination ceases.

14.3 Family Educational Rights and Privacy Act. As applicable, should the University or the University's students provide OUMI confidential information, as defined by applicable law, in paper or electronic form, including "personally identifiable information" from student education records as defined and protected by the Family Educational Rights and Privacy Act (FERPA), 34 CFR §99.3, OUMI certifies that it shall maintain the confidential information, as required by applicable Oklahoma and Federal law and that it shall not redisclose personally identifiable information except as permitted or required by the Agreement, or directed by FERPA

or by other applicable laws. OUMI shall develop, implement, maintain and use appropriate security measures to preserve the confidential information. OUMI shall extend these measures by contract to all subcontractors used by OUMI. If OUMI becomes aware of a security breach relating to this information, OUMI shall immediately notify the University and shall fully cooperate with the University. OUMI shall indemnify University for any breach of confidentiality by it, its employees, agents and/or subcontractors, and the failure to uphold its responsibilities to protect confidential information.

[SIGNATURE PAGE FOLLOWS]

The Parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below:

THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA

By: _____

David L. Boren

President, The University of Oklahoma

Date: _____, 2017

OU MEDICINE, INC.

By: _____

[Name]

[Title]

Date: _____, 2017

CLINICAL SERVICES AND PROGRAM SUPPORT AGREEMENT

THIS CLINICAL SERVICES AND PROGRAM SUPPORT AGREEMENT (“Agreement”) is between OU MEDICINE, INC., an Oklahoma not-for-profit corporation (“OUMI”) and the BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA, a constitutional entity of the State of Oklahoma (“University,” together with OUMI sometimes referred to individually as a “Party” and collectively as the “Parties”). The effective date of this Agreement is [November 1, 2017] (the “Effective Date”).

RECITALS

A. OUMI and University are parties to that certain Master Affiliation Agreement effective as of the same date as the Effective Date (the “MAA”), for purposes of, among other things, (i) expanding and enhancing an integrated patient care infrastructure and services for the residents of Oklahoma, (ii) supporting comprehensive and patient-centered education and training programs to strengthen Oklahoma’s healthcare workforce, and (iii) conducting distinctive research that improves treatments and health outcomes for the State of Oklahoma.

B. The Parties desire for this Agreement to serve as the omnibus agreement covering the provision of medico-administrative, coverage services, clinical services and similar services by OUCOM/OUHSC Clinical Faculty to OUMI, all pursuant to the terms, conditions and commitments set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein and in the MAA, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

1.1 Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth below:

“AAA” means the Academic Affiliation Agreement between the Parties.

“Academic Program” means the educational and research functions of the OUHSC Colleges. The educational function includes undergraduate, graduate, and professional programs, including, but not limited to, residencies and fellowships; postdoctoral fellowship or

other postgraduate instruction and training programs; and continuing education programs sponsored by University for practitioners in medical and health related fields.

“Affiliate” means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, “control” when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Agreement” means this Clinical Services and Program Support Agreement and all written amendments and addenda to this Agreement, as further described in the introductory paragraph to this Agreement.

“Annual Clinical Funding Commitment” has the meaning set forth in Section 7.2.1 hereof.

“Annual OUMI/University Agreement” means the Annual OUMI/University Agreement entered into by the Parties pursuant to Section 4.1 of the MAA.

“Business Day” means any day other than a Saturday, a Sunday, or a holiday on which commercial banks in the State of Oklahoma are authorized or required by law to close.

“Children’s Hospital” means the Children’s Hospital at OU Medical Center.

“Clinical Program Plan” or “Clinical Program Plans” has the meaning set forth in Section 7.1.2 hereof.

“Clinical Service Chiefs” has the meaning set forth in Section 2.3 hereof.

“Clinical Strategic Plans” has the meaning set forth in Section 7.1.1 hereof.

“Dispute Resolution Process” means the process set forth in Sections 8.1 – 8.3 of the MAA.

“Effective Date” has the meaning set forth in the introductory paragraph.

“Fiscal Year” means the means the period beginning on July 1st and ending on June 30th.

“Initial Year” means the period beginning [**November 1**], 2017 and ending June 30, 2018.

“Institution” has the meaning set forth in Section 10.4 hereof.

“MAA” has the meaning set forth in Recital A.

“Managed Care Contracting Committee” has the meaning set forth in Section 4.3.1 hereof.

“Medical Staff” means the physicians, dentists, oral surgeons, advanced practice professionals and ancillary service providers on the medical staff of the OUMI Facilities.

“Medical Staff Bylaws” means the Medical Staff Bylaws and Rules and Regulations, Rules and Regulations, and related policies and procedures for the OUMI Facilities attached hereto as Exhibit A, as may be amended from time to time by OUMI.

“Non-Physician Practitioners” shall mean those non-Physician licensed practitioners who are employed or otherwise engaged by University and qualified and eligible to render Services pursuant to this Agreement.

“Oklahoma Health Center Main Campus” means the geographical area identified on the map attached hereto as Exhibit B, which may be modified by mutual written agreement of the Parties.

“OUCOM” means the University Of Oklahoma College Of Medicine.

“OUCOM/OUHSC Clinical Faculty” means the physicians, dentists, oral surgeons, advanced practice professionals, or other health professionals who have received faculty appointments from or are employed by OUCOM, OUP, or an OUHSC Health Professions College (e.g., oral surgery, pharmacy, rehabilitation services, case management) and who provide clinical or related services as part of this Agreement.

“OUCOM Dean” means the Executive Dean of the University Of Oklahoma College of Medicine.

“OUHSC” means the University of Oklahoma Health Sciences Center, a comprehensive Academic Health Center.

“OUHSC Centers” means interdisciplinary and strategic centers, including the Stephenson Cancer Center, Jimmy Everest Center for Cancer, Harold Hamm Diabetes Center, and other Centers as may be designated by OUHSC.

“OUHSC Colleges” means the Colleges of Medicine-Oklahoma City, Allied Health, Dentistry, Graduate Studies, Nursing, Pharmacy, and Public Health. The School of Community Medicine-Tulsa also is a component of OUHSC and OUCOM, but is generally outside the scope of this Agreement unless otherwise specified.

“OUHSC Senior VP and Provost” means the senior executive officer of the OUHSC, to whom the OUCOM Dean, Health Professions College Deans, and campus-wide Centers report, and who has primary responsibility for all of its clinical, educational, and research programs.

“OUMI” has the meaning set forth in the introductory paragraph of this Agreement.

“OUMI Board” means the Board of Directors of OUMI.

“OUMI Clinical Services Need” has the meaning set forth in Section 3.2.2(b) hereof.

“OUMI CEO” means the person holding the position titled, as of the Effective Date, “OUMI Chief Executive Officer,” or subsequent equivalent title.

“OUMI Facilities” means OU Medical Center, Children’s Hospital, OU Edmond and any all other health care facilities which are owned or operated by OUMI.

“OUPC” has the meaning set forth in Section 2.2.2 hereof.

“OUP Affiliates” has the meaning set forth in Section 3.1.1 hereof.

“OUP CEO” has the meaning set forth in Section 2.2.2 hereof.

“OUP President” has the meaning set forth in Section 2.2.2 hereof.

“OU Edmond” means OU Medical Center-Edmond located as of the Effective Date at 1 S. Bryant Ave., Edmond, Oklahoma 73034.

“OU Medical Center” means OU Medical Center, located as of the Effective Date at NE 13th Street & Lincoln Blvd., Oklahoma City, Oklahoma 73104.

“OU Physicians” or “OUP” means the clinical group practice of OUCOM.

“Party” and “Parties” have the meaning set forth in the introductory paragraph of this Agreement.

“Person” means any individual or any general partnership, limited partnership, corporation, joint venture, trust, business trust, limited liability company, limited liability

partnership, cooperative or association, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.

“Physicians” shall mean those [OUP members] who are qualified and eligible to render Services pursuant to this Agreement.

“Programs” has the meaning set forth in Section 5.1 hereof.

“Providers” shall mean, collectively, the Non-Physician Practitioners, Physicians, and residents and fellows, as applicable.

“Services” has the meaning set forth in Section 5.1 hereof.

“Services and Programs Supplement” has the meaning set forth in Section 5.1 hereof.

“Time Records” has the meaning set forth in Section 6.4.1.

“Trademark License Agreement” means the Trademark License Agreement dated as of the Effective Date between the Parties, and attached to the MAA.

“Trust” shall mean the University Hospitals Trust, an Oklahoma public trust.

“University” means The Board of Regents of the University of Oklahoma.

“University Performance Standards” has the meaning set forth in Section 6.1 hereof.

2. GOALS AND OBJECTIVES FOR INTEGRATED ACADEMIC HEALTH SYSTEM.

2.1 Purposes. The purposes of this Agreement, which reflect the aspirations and objectives of the Parties, shall include:

2.1.1 Collaborating to transform and improve the delivery of health care services for all residents in Oklahoma and the surrounding region.

2.1.2 Implementing a clinically integrated care delivery network that will serve as the combined platform across the continuum of patient care, including acute inpatient, urgent, ambulatory, diagnostic, home, and telehealth settings.

2.1.3 Developing and implementing strategies and services to improve patient quality and experience, as well as to maintain the health of the population.

2.2 Clinical Leadership.

2.2.1 OU Physicians. The mission of OU Physicians is to lead and advance the patient care missions of the OUCOM and OUHSC, including (i) serving as a single integrated practice that attracts and retains leading health care professionals and as a foundational component of an integrated care delivery network; (ii) developing new and refining existing clinical care delivery strategies to improve quality, access, and value for patients; (iii) promoting population and community health; (iv) supporting medical care among networks of affiliated community providers; (v) serving as an effective partner to OUMI; (vi) facilitating the education and training of health care professionals in a wide range of health care specialties and settings; and (vii) advancing research-based medicine.

2.2.2 OU Physicians Council: The OU Physicians Council (“OUPC”) is the governance body of OU Physicians and has designated authority from the University Board of Regents for the management, operation and financial viability of the clinical group practice. OUPC, and its adult and children’s practice divisions, was formed effective July 1, 2017. OUPC membership shall include the following individuals who shall serve in their ex officio capacity, the OUHSC Senior VP and Provost, the OUCOM Dean, and the President of OU Physicians (the “OUP President”). In addition, the OUMI CEO or his or her designee shall be a member of OUPC. The OUP President leads clinical integration initiatives, and the chief executive officer of OU Physicians (the “OUP CEO”) manages the collective business and operational performance of OU Physicians.

2.3 Clinical Service Chiefs: Clinical service lines for the OU Medical Center and Children’s Hospital, which are intended to synchronize with the clinical practice divisions and units of OU Physicians, shall be agreed upon by OUPC and OUMI. In accordance with the OU Physicians bylaws, the OUPC, subject to the advice and consent of the OUCOM Dean and the OUHSC Senior VP and Provost, will recommend to the OUMI Board individuals to serve as chiefs of service to oversee the clinical service lines at OU Medical Center and Children’s Hospital (the “Clinical Service Chiefs”). The appointment of all Clinical Service Chiefs is subject to the final approval of the OUMI Board. OUMI Medical Staff membership, credentials, and privileges of the Clinical Service Chiefs are subject to approval in accordance with the

Medical Staff Bylaws. The Clinical Service Chiefs will strengthen clinical integration and drive service line operational, quality, and financial performance. OUMI and OUPC will in good faith consult and collaborate with each other regarding clinical service chiefs at OU Edmond and future community network OUMI facilities, subject to the final approval of the OUMI Board (which shall consider minimum quality and performance standards for OU branding in its approval process) on all such positions.

2.4 Other Physician Leadership Roles. OUMI will collaborate with OUPC on the recommendation of OUCOM/OUHSC Clinical Faculty to serve on key OU Medical Center or Children's Hospital committees that make decisions regarding OUMI service lines.

3. CLINICAL EXCLUSIVITY.

3.1 Medical Staff of OUMI Facilities.

3.1.1 OU Medical Center and Children's Hospital. The Medical Staff of OU Medical Center, Children's Hospital and other facilities on the Oklahoma Health Center Main Campus shall be comprised exclusively of (i) the OUCOM/OUHSC Clinical Faculty, (ii) affiliate members of OU Physicians as may be designated by the OUPC through a process approved by the OUPC, from time to time ("OUP Affiliates"), (iii) those physicians and other health care professionals and ancillary service providers who are members of the Medical Staff of OU Medical Center or Children's Hospital in good standing as of the Effective Date, and (iv) other physicians who may be granted Medical Staff privileges either (a) after receiving consent from OU Physicians or (b) pursuant to the exceptions and right of first refusal process set forth in Section 3.2.2.

3.1.2 OU Edmond and Other OUMI Facilities. The Medical Staff of OU Edmond and future community network OUMI Facilities not associated with or located on the Oklahoma Health Center Main Campus shall be open without restriction to OUCOM/OUHSC Clinical Faculty, OUP Affiliates and community physicians.

3.1.3 Joint Credentialing Process. University, through the OUPC, and OUMI will work together to explore implementation of a common or joint credentialing process and other possible synergistic shared services including an integrated electronic medical record platform. Each Party agrees to notify the other Party in a timely manner of the

removal, suspension or termination of privileges of any OUCOM/OUHSC Clinical Faculty.

3.2 Restrictive Covenants.

3.2.1 Restrictive Covenants Applicable to University. OUMI shall be the exclusive clinical affiliate of University (and OUCOM/OUHSC Clinical Faculty shall not provide clinical services at, on behalf of, or to non-OUMI facilities); however, notwithstanding the foregoing, University may engage in the following:

(a) Those agreements for the provision of clinical services as set forth in Schedule 3.2.1(a), which may be amended from time to time to add additional agreements approved by the OUPC and the OUMI CEO or his/her designee;

(b) Clinical affiliations with hospitals, health systems or others in which such affiliation is consented to in writing by the OUMI CEO. Such consent shall not be unreasonably withheld and shall be granted if the University reasonably establishes the need for such affiliation and offers OUMI a reasonable opportunity to address such need in a timely fashion, and OUMI is not able or willing to address such need;

(c) Other clinical affiliations not covered by other subsections of this Section 3.2.1 that are either (1) engaged in at the individual faculty member or student level and which would not in the ordinary course require University or OUMI oversight or approval or (2) engaged in by individuals or groups of faculty, provided that such affiliations are for academic or research purposes, are permitted by the AAA, and do not (x) include (as part of the faculty member's duties on behalf of University) billable patient care activity by the faculty member or (y) involve a grant or license by the University to the affiliated institution of the right to use the Licensed Marks (as defined in the Trademark License Agreement) to advertise or broadly publicly identify a healthcare institution or program as a University affiliate; and

(d) Clinical affiliations arranged by University after (a) University, in its sole and absolute discretion, has determined that the quality of facilities or services or instruction/supervision at OUMI, or the failure to provide additional clinical volume or

specialty practice as permitted by the AAA, would pose a material risk of loss of academic accreditation; and (b) OUMI has been afforded a reasonable period of time to address such problem and has failed to do so, in which case University may arrange alternative clinical affiliations in the deficient areas sufficient to ensure adequate education of University students until such time as OUMI eliminates the risk of loss of academic accreditation; at which time University shall use commercially reasonable efforts to wind down any such alternative clinical arrangements.

3.2.2 Restrictive Covenants Applicable to OUMI. University shall be the exclusive provider of clinically-related services to OU Medical Center and Children's Hospital and other facilities on the Oklahoma Health Center Main Campus, including but not limited to professional services, medical directorships, and coverage, subject to the ongoing satisfaction by OUCOM/OUHSC Clinical Faculty of reasonable performance standards as may be approved from time to time by the OUMI Board or its designee; however, notwithstanding the foregoing, OUMI may otherwise engage in the following:

(a) Those clinical services agreements as set forth on Schedule 3.2.2(a);

(b) Whenever OUMI has a need for clinical services either in existing programs, expanded programs, new programs, new businesses or new service lines (e.g., hospice post-acute care) (a "OUMI Clinical Services Need"), OUMI shall provide University with a reasonable opportunity (which opportunity shall not adversely affect OUMI's ability to support its clinical mission) to provide the clinical services and staffing to address the OUMI Clinical Service Need, consistent with all applicable laws and regulations and fair market value, as reasonably determined by the OUMI Board. University may address the OUMI Clinical Services Need through OUCOM/OUHSC Clinical Faculty or through arrangements with OUP Affiliates or locum tenens physician arrangements with entities, physician groups, or individual physicians, provided that such clinical service providers meet prevailing industry standards in providing such services, will provide services consistent with fair market value, and will comply with the credentialing requirements of the Medical Staff Bylaws at the applicable OUMI Facility at which services will be performed. In the event that University declines or is unable to

sufficiently or satisfactorily meet the conditions set forth above and/or provide services to address the OUMI Clinical Services Need in a timely fashion, then OUMI may contract with another Person to provide services to address the OUMI Clinical Services Need; and

(c) OUMI may not directly or indirectly through an Affiliate employ physicians to provide services at OU Medical Center and Children's Hospital and other facilities on the Oklahoma Health Center Main Campus unless such physician meets one of the exceptions set forth in Section 3.2.2. OUMI may directly or indirectly through an Affiliate employ physicians to provide services at OU Edmond and future community network OUMI facilities, subject to approval of the OUMI Board.

3.2.3 Notwithstanding anything set forth in this Agreement to the contrary, OU Edmond and any other OUMI Facility located outside of the Oklahoma Health Center Main Campus will not be subject to any of the restrictive covenants set forth in this Section 3.2.

4. OU PHYSICIANS INTEGRATION.

4.1 Joint Commitment. The Parties intend for OU Physicians and OUMI to negotiate in good faith, with due consideration for industry standards and reasonable and fair terms, an agreement for OU Physicians to achieve a minimum threshold of clinical or financial integration with OUMI, subject to approval by the University Board of Regents and the OUMI Board, within two (2) years following the Effective Date or such later date as determined to be practicable by the Parties.

4.2 Contracting Entity. OUMI shall serve as the contracting entity for OUMI Facilities and, as soon as feasible and permissible, for OU Physicians.

4.3 Managed Care Contracting Committee.

4.3.1 Following the financial or clinical integration described in Section 4.1 above, the OUMI Vice President of Managed Care shall establish a "Managed Care Contracting Committee" equally comprised of representatives from OU Physicians and OUMI, which shall review and recommend payor contracts to the OUMI Board.

4.3.2 Scope of Responsibilities. The Managed Care Contracting Committee shall consider and make recommendations to the OUMI Board regarding the following matters:

- (a) overall managed care contracting strategy, alignment with overall integrated delivery network strategy, and fairness for entities across OU Physicians and OUMI;
- (b) managed care contracting parameters and guidelines, including compensation and risk parameters and delegated credentialing;
- (c) provider participation requirements, contracts, and approved fee schedules;
- (d) oversight of individual payor negotiation process; and
- (e) a network staffing plan, developed in coordination with the OUPC, to provide strategies to meet market demands, monitor and improve network quality-related standards, and utilize health informatics and analytics.

5. CLINICAL SERVICES.

5.1 Generally. University shall provide through OU Physicians , OUHSC Centers, or OUHSC health professions practice plans, or cause to be provided by other Persons, those professional services, medical director services, call coverage and other services (the “Services”) and offer the clinical programs (the “Programs”) described in detail on the Services and Programs Supplement attached hereto as Exhibit C (the “Services and Programs Supplement”), subject to the terms and conditions of this Agreement. The Parties may modify or add Services or Programs to the Services and Programs Supplement, subject to the Clinical Strategic Plans and the Clinical Program Plans and the final terms of the Annual Clinical Funding Commitment.

5.2 Control over Services; Limitations. OUMI shall neither have nor exercise any control or direction over the methods by which any Provider exercises medical judgment in providing Services hereunder. University shall, however, be accountable to OUMI to require that the Services are performed in accordance with this Agreement. Further, the Parties agree that nothing in this Agreement shall be construed to delegate to University, OU Physicians or any of the Providers any responsibility or authority that may be held or exercised only by the governing

body (or its committees, as applicable) of OUMI or a OUMI Facility under applicable laws or the requirements or standards of applicable accrediting agencies (*e.g.*, The Joint Commission) or licensing bodies, including applicable Medicare and Medicaid requirements. Further, unless otherwise approved in advance and in writing by OUMI, including the establishment of a shared service by the OUMI Board, nothing in this Agreement shall delegate to or authorize University, OU Physicians or any of the Providers to enter into any contracts, or assume or incur any obligation or liability, by, on behalf of, or in the name of OUMI or any OUMI Facility, including to purchase any goods, services or other items for OUMI or any OUMI Facility.

5.3 Provision of Services.

5.3.1 The Services shall be provided in accordance with the terms set forth in the Services and Programs Supplement attached hereto as Exhibit C. Except as otherwise described in the Services and Programs Supplement, Services will be provided in accordance with a schedule as mutually and reasonably agreed upon by OUMI and OU Physicians from time to time, and OUMI and OU Physicians shall work together in good faith to establish the times at which the Providers will perform the Services. Acknowledging the foregoing, OUMI and OU Physicians will meet and confer with each other (and the Providers, as applicable) from time to time to assess, forecast, and discuss the amount of time and effort that is reasonably necessary to carry out the Services, and if appropriate, to agree upon any reduction or increase to the amount of time and effort that is then being devoted to the Services and compensation for Services provided, and execute amendments to the Services and Programs Supplement. As applicable and without limiting the foregoing, OU Physicians shall cause the Providers to devote their reasonable efforts and diligence toward performing the Services and offering the Programs and carrying out their responsibilities hereunder. At a minimum, such reasonable efforts and diligence shall be tailored to achievement of the applicable goals, objectives and outcomes of the MAA and this Agreement and as reflected with respect to the particular Services and the particular Programs described in the Services and Programs Supplement, and in accordance with prevailing medical standards.

5.3.2 In the event the service requirements or needs of OUMI otherwise change, then at OUMI's request, OUMI and OU Physicians shall promptly meet, in good

faith, to develop and agree upon any associated changes to the Services or Programs and related compensation through modifications to the Services and Programs Supplement.

5.4 OUMI Responsibilities Relating to the Services and the Programs.

5.4.1 Space. OUMI will furnish, at its expense, sufficient space for the proper and efficient provision of the Services and the Programs hereunder. No part of any such spaces will be used, at any time, by OUHSC/OUCOM Clinical Faculty for any purposes other than those set forth in the MAA and/or other University Agreements (as described in the MAA).

5.4.2 Furniture, Fixtures, Equipment and Supplies. OUMI will provide such furniture, fixtures, equipment, and supplies as reasonably necessary for the proper and efficient provision of the Services and the Programs.

5.4.3 Services by OUMI. OUMI will provide such ordinary utilities and services, including janitor, housekeeping, infectious and hazardous waste disposal, in-house messenger service, laundry, electricity, gas, telephone, water, heat, and air-conditioning necessary for the efficient provision of the Services and the Programs. OUMI will also provide the services of such other OUMI departments, such as nursing, personnel, administrative, accounting, engineering, purchasing, and medical records, as are reasonably necessary, for the proper and efficient provision of the Services and the Programs.

5.4.4 Non-Physician Personnel. OUMI will be responsible to ensure that there are sufficient nurses and technical, paramedical, and other non-physician personnel, including agreements with OUHSC non-physician personnel, as necessary for the proper and efficient provision of the Services and the Programs. OUMI will solely determine the selection of its employees, and all human resource matters regarding the staff of the OUMI Facilities will be governed by OUMI policies, rules and regulations pertaining to OUMI employees.

6. PERFORMANCE STANDARDS RELATED TO SERVICES AND PROGRAMS.

6.1 Generally. University personnel providing Services and Programs under this Agreement shall perform and provide services consistent with (i) all federal, state, and local laws, rules, and regulations; (ii) all OUMI policies, rules, and regulations; (iii) The Joint Commission (or any other applicable accreditation agency) standards; (iv) Medicare and Medicaid certification requirements; (v) and academic medical center and general industry standards ((i)-(v) collectively, the “University Performance Standards”).

6.2 University Physician Personnel Qualifications. University physician personnel and locum tenens physicians contracted by University who provide Services pursuant to this Agreement shall: (i) maintain an unrestricted license to practice medicine in the State of Oklahoma or, if applicable, the appropriate state in which Services are provided; (ii) maintain all customary and appropriate narcotics and controlled substances numbers and licenses as required by federal, state, and local laws and regulations; (iii) be either board certified in the physician’s applicable specialty based on the Services provided, or if not board certified, actively pursuing board certification; however, this board certification requirement may be waived in writing by the OUMI Board; (iv) maintain good standing participation in the Medicare and Oklahoma Medicaid programs if applicable and appropriate; and (v) maintain membership in good standing on the OUMI Medical Staff and hold appropriate clinical privileges, in accordance with the Medical Staff Bylaws.

6.3 University Non-Physician Qualifications. University non-physician personnel who provide Services pursuant to this Agreement shall maintain appropriate licensure, certification, and/or credentials as required by federal or state law and/or any other certifying agencies or accreditation organizations with authority over OUMI Facilities. University shall maintain a copy of all licenses, certifications, and competencies for all such non-physician personnel providing Services to OUMI Facilities and shall provide copies of such documentation promptly to OUMI upon request.

6.4 Record Keeping.

6.4.1 For those Services provided pursuant to this Agreement that are (i) administrative in nature or (ii) paid on a time-based compensation methodology, University shall require its personnel to complete and sign appropriate time records (the

“Time Records”) in a format and timeframe mutually agreeable to the Parties verifying the time expended by University personnel in providing such Services. University shall prove the Time Records to OUMI pursuant to an agreed upon submission schedule.

6.4.2 University personnel providing Services pursuant to this Agreement shall prepare on a timely basis, in accordance with all applicable OUMI Facility policies, complete and accurate records, reports, and supporting documents with respect to the Services provided by University hereunder. The Parties acknowledge that the relationship among the Parties under this Agreement and the MAA constitutes an “organized health care arrangement” as defined in 45 C.F.R. §160.103. All patient records created or maintained by University personnel while providing Services at OUMI Facilities shall at all times remain the exclusive property of the applicable OUMI Facility; however, OUMI Facilities shall provide to University access to such records in connection with University-related education, training, research, quality, clinical, risk management, response to investigations by state or federal agencies including but not limited to, the Office of Civil Rights and other mutually agreeable purposes.

7. CLINICAL AFFILIATION PLANNING AND FUNDING COMMITMENT.

7.1 Clinical Strategic and Program Plans.

7.1.1 Clinical Strategic Plans. University shall collaborate with OUMI to develop three-year clinical strategic plans which shall include service line development and clinical integration across the enterprise, quality and patient experience initiatives, capital expenditure planning, and performance goals and measures, and shall consider interdependencies with University’s academic strategic plans, the goals and objectives of OUMI, and the goals of an Academic Medical Center (individually a “Clinical Strategic Plan” and, collectively, the “Clinical Strategic Plans”). The OUPC and other OUHSC Centers and health professions practice plans shall make recommendations to OUMI and shall participate in the OUMI strategic planning process in connection with the development of the Clinical Strategic Plans, which shall be submitted to the OUMI Board for review and approval. The Parties shall work to update the Clinical Strategic Plans on an annual basis based upon actual performance, market factors, financial resources, and internal priorities.

7.1.2 Clinical Program Plans. University shall collaborate with OUMI to develop annual operating plans relating to the areas described on Schedule 7.1.2, attached hereto and incorporated herein (individually a “Clinical Program Plan” and, collectively, the “Clinical Program Plans”), which may be amended from time to time by mutual agreement of the Parties. The OUPC and other OUHSC Centers and health professions practice plans shall make recommendations to OUMI and shall participate in the OUMI operations planning process in connection with the development of the Clinical Program Plans, which shall be submitted to the OUMI Board for review and approval. University and OUMI shall work in good faith and as promptly as reasonably possible to develop the Clinical Program Plans to be in effect during the Fiscal Year commencing on July 1, 2018, which shall be submitted to the OUMI Board for approval.

7.2 Annual Clinical Funding Commitment.

7.2.1 Generally. By no later than March 31 of each year commencing in 2018, University shall work with OUMI to develop, as part of the OUMI annual budget process, a proposed annual clinical funding commitment for the Services and the Programs to be provided during the Fiscal Year commencing on July 1 (the “Annual Clinical Funding Commitment”), using, among other things, recommendations from the Clinical Strategic Plans and the Clinical Program Plans. Each Annual Clinical Funding Commitment will be reviewed and recommended by the OUMI Board Finance Committee, for subsequent approval by the OUMI Board, and incorporation into the Annual OUMI/University Agreement.

7.2.2 Initial Year. The Annual Clinical Funding Commitment for the first Fiscal Year commencing [**November 1**], 2017 is set forth in the Services and Programs Supplement that is attached as Exhibit C to this Agreement; however, the Parties acknowledge and agree that they will act reasonably and in good faith to modify the initial Annual Clinical Funding Commitment to address any changes in the Programs or Services during the Initial Year. Disputes between the Parties relating to the Annual Clinical Funding Commitment shall be resolved pursuant to the Dispute Resolution Process.

7.2.3 Payment. For those Services and Programs that are approved at an annual level, do not vary significantly from month-to-month, or are scheduled in advance, University will submit invoices in advance by the first Business Day of the month and OUMI will make payment of the invoiced amount by the last day of the month in which Services are rendered or Programs are provided (or if later, twenty (20) days after the invoice is presented). Reconciling adjustments will be made against subsequent monthly invoices. For all other Services and Programs not described in the first sentence of this Section 7.2.3, University will submit, by the fifteenth (15th) day of the month following the provision of the Services or the Programs, one or more invoices with supporting documentation to OUMI for the Services provided or Programs performed. Each such invoice shall be paid by OUMI to University within thirty (30) days after such invoices are received by OUMI from University.

7.3 Billing and Collection for Services. The Parties acknowledge and agree that (i) OUMI will bill and collect as appropriate for facility-related services, (ii) University will bill and collect as appropriate for the professional services provided by its personnel pursuant to this Agreement (except to the extent covered by a provider- based arrangement under which OUMI will bill and collect for such professional services), and (iii) the Parties shall reasonably and in good faith cooperate with each other in their respective billing and collection efforts in accordance with applicable laws and subject to the final terms of the Annual OUMI/University Agreement.

8. TERM AND TERMINATION.

8.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue during the term of the MAA.

8.2 Termination. This Agreement may be terminated (i) by mutual agreement and (ii) in accordance with the provisions set forth in the MAA. This Agreement shall terminate automatically upon termination of the MAA.

9. DISPUTES.

Disputes relating to this Agreement shall be resolved in accordance with the dispute resolution process set forth in the MAA.

10. UNIVERSITY PERSONNEL.

10.1 Responsibility. The University will select, employ or contract with, supervise, be responsible for, pay, and direct all personnel providing Services and Programs under this Agreement, except as the Parties mutually agree otherwise.

10.2 Exclusion. University represents that neither it nor any of its employees, agents, or subcontractors providing Services under this Agreement has been, and throughout the term of this Agreement shall be, (a) excluded, suspended, debarred, or otherwise ineligible to participate in Medicare and any other federal health care programs (as defined in 42 U.S.C. §1320a-7b(f)) or federal or state procurement or non-procurement programs; (b) designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury; or (c) convicted (as defined by 42 U.S.C. §1320a-7(i)) of a criminal offense that would lead to mandatory exclusion from federal health care program. University shall notify OUMI Board within three (3) Business Days of obtaining knowledge that this representation and warranty ceases to be accurate. University shall remain in compliance with this Section 10.1 if it promptly removes any employee, agent or subcontractor providing Services under this Agreement from the performance of any further duties hereunder if such individual or entity becomes subject to any status described in clauses (a), (b) or (c) of the preceding sentence.

10.3 Removal of University Personnel For Cause. Notwithstanding anything herein to the contrary, subject to compliance with its Medical Staff Bylaws and subject to the advance notice requirements set forth below, an OUMI Facility may request the removal of any University personnel providing Clinical Services immediately upon written notice to University stating the effective date of removal if any one or more of the following events occur:

10.3.1 Any University personnel fails to comply with the requirements in Sections 6.1, 6.2 or 6.3 of this Agreement, as reasonably determined by the OUMI Facility at which Services are provided; or

10.3.2 Any University personnel is convicted of a felony;

10.3.3 Any University personnel engages in any conduct that is unethical, unprofessional or jeopardizes the health or safety of patients, as reasonably determined by the OUMI Facility at which Services are provided; or

10.3.4 Any University personnel providing Services becomes disabled or is unwilling to provide Services. For purposes hereof, University personnel shall be deemed to suffer from a “disability” if such University personnel is unable, for a period of ninety (90) days or more, to perform his or her essential functions and duties in providing Services hereunder due to a physical or mental impairment, with or without reasonable accommodations, as determined through an examination by a qualified physician approved by the applicable OUMI Facility subject to any and all applicable laws and regulations including but not limited to the Americans With Disabilities Act.

An OUMI Facility shall provide written notice to (and consult and cooperate with) University as soon as reasonably possible once it determines that an event has occurred that may trigger one of the removal rights set forth above.

10.4 Primary Remedy. In the event that any University personnel’s conduct provides grounds for substitution or removal of such University personnel, the OUMI Facility at which Services were provided by such University personnel may request that such personnel immediately cease providing Services and request that University substitute other personnel reasonably acceptable to OUMI Facility to perform the Services. In the event that University fails to comply with such request, the respective OUMI Facility may suspend payment for such Services relating to the individual at issue or portion of the Program provided by such individual at issue until such time that University provides an adequate substitute to perform the Services, at which time payment for such Services shall resume.

10.5 Disclosure of Information. University and all University personnel expressly authorize any third party, including but not limited to any hospital, health care provider, individual person, government agency, corporation, or other legal entity (each, an “Institution”), to provide to the OUMI Facilities, upon request, any information, whether verbal or written, including otherwise privileged and confidential information, that the OUMI Facilities in good faith deem necessary to determine any University personnel’s status with respect to Section 10.2. Each OUMI Facility will (i) require that each Medical Staff member shall

execute as part of the Medical Staff application and renewal process an authorization and release of liability similar in scope and substance to the provisions of this Section 10.4, and (ii) maintain Medical Staff Bylaws consistent with this requirement.

11. MAA PROVISIONS.

11.1 The following provisions set forth in the following Sections of the MAA are hereby incorporated herein by this reference: Section 8 (Dispute Resolution), Section 11 (Confidentiality), Section 12 (Records), Section 13 (General Provisions).

12. OUMI MEDICAL STAFF BYLAWS.

12.1 The OUMI Medical Staff Bylaws are attached hereto as Exhibit A. Such Medical Staff Bylaws may be amended from time to time in accordance with its terms. To the extent there is any inconsistency between the MAA, or this Agreement and the OUMI Medical Staff Bylaws, the provisions of the MAA or this Agreement, as applicable, shall prevail over the Medical Staff Bylaws.

[Signature Page to Clinical Services and Program Support Agreement]

The Parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below:

THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA

By: _____
David L. Boren
President,
The University of Oklahoma

Date: _____, 2017

OU MEDICINE, INC.

By: _____
[Name]
[Title]

Date: _____, 2017

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (“License Agreement”), effective as of November 1, 2017 (the “Effective Date”), is by and among The Board of Regents of the University of Oklahoma (the “University”), and OU Medicine Inc. (“OUMI”). The University and OUMI are collectively referred to as “Parties” or individually as a “Party”.

A. OUMI and the University have entered into a Master Affiliation Agreement (“MAA”), including an Academic Affiliation Agreement (“AAA”) and Clinical Services and Program Support Agreement, of even date herewith, pursuant to which they will, inter alia, collaborate to transform and improve health and health care for all residents in Oklahoma;

B. To facilitate the operation of OUMI, the University desires to grant a license to OUMI authorizing certain uses of its respective name, marks and logos;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I
LICENSE**

Section 1.1 **Grant of License.**

(a) While this License Agreement remains in effect and subject to the terms and conditions of this License Agreement, the University grants OUMI a non-exclusive license to use the marks listed on Exhibit 2 (“Licensed Marks”) for the services listed on Exhibit 1 (“Licensed Services”) in the Territory solely for use in connection with the facilities listed in Exhibit 3 (“OUMI Facilities”). During the term of this License Agreement, the sustainment of payments to the University from OUMI provided in the Annual OUMI/University Agreement, determined pursuant to the Academic Affiliation and Clinical Services and Program Support Agreements, will include any value that otherwise would have been attributable to the grant of the license described herein.

Section 1.2 **Right to Sublicense.** Except upon the prior written consent of, and upon terms agreed upon by, the University, the licensees of the rights granted herein shall have no right to grant sublicenses.

Section 1.3 **Ownership**. The University shall remain the exclusive owner of the Licensed Marks. If OUMI acquires any rights in any of the Licensed Marks, by operation of law or otherwise, such rights shall be deemed irrevocably assigned to the University without further action by OUMI. Any goodwill generated by use of the Licensed Marks by OUMI shall inure to the benefit of the University. OUMI agrees not to dispute or challenge or assist any person or entity in disputing or challenging the University's rights in and to any of the Licensed Marks or the validity of any of the Licensed Marks. With the exception of using Licensed Marks in the corporate name of OUMI, the consent to which is expressly here granted, OUMI shall not, without the University's prior written consent, use or register the Licensed Marks or any marks confusingly similar thereto as part of:

- (a) sub-corporation, operational or trade names;
- (b) any domain name or social media user name; or
- (c) any other business identifier;

provided, however, that the University shall be deemed to have consented to the use of the Licensed Marks in connection with any of the trade names, domain names, social media user names or other business identifiers, that were used or registered by HCA Health Services of Oklahoma, Inc. to which OUMI is the successor.

Section 1.4 **Other Marks**. In the event that OUMI creates and adopts any new marks that do not incorporate (a) any of the Licensed Marks licensed hereunder or (b) any other marks held by the University, the Parties agree that OUMI shall be the owner of such new marks ("**Other Marks**"), absent an agreement by the Parties to the contrary.

Section 1.5 **Protection of Marks**. During the Term or thereafter:

- (a) OUMI shall not, directly or indirectly, (1) take any action which is likely to dilute the Licensed Marks or tarnish or bring into disrepute the reputation of or goodwill associated with the Licensed Marks, or which will or may invalidate or jeopardize any registration of the Licensed Marks; or (2) apply for, or obtain, or assist any person or entity in applying for or obtaining any registration of the Licensed Marks, or of any trademark, service mark, trade name or other indicia confusingly similar to any of the Licensed Marks, in any country.

Section 1.6 **No Encumbrances**. OUMI shall not grant or attempt to grant a security interest in, or otherwise encumber, Licensed Marks, or record any such security interest or encumbrance against any application or registration regarding the Licensed Marks in the United States Patent and Trademarks Office or elsewhere.

Section 1.7 **No Implied Licenses**. Except as expressly provided in Section 1.1, nothing contained in this License Agreement is intended by the University to confer by implication, estoppel, or otherwise, upon any other Party, a license or rights in any intellectual property rights of the University or their respective Affiliates or related parties (including any other trademarks, service marks, logos, or trade names owned or controlled by the University or any of their respective Affiliates or related parties).

Section 1.8 **Use on Products**. Uses of the Licensed Marks by OUMI on or in association with products sold or otherwise distributed to third parties shall be limited to the following:

- (a) promotional items such as pens, cups, stationery distributed at no cost to recipients at a Facility or at events in the Territory for the purpose of promoting OUMI or recruiting or retaining employees;
- (b) gift items sold in gift shops located at an OUMI Facility;
- (c) uniforms, coats, or other items of attire (jackets, tops, pants, etc.) or accessories (bags, sunglasses, water bottles, umbrellas, etc.) that may be used by employees or other individuals associated with the hospital whether sold or gifted to such persons sold in gift shops located at a Facility or via online sales at websites operated by a Party; or
- (d) for letterhead, business cards, forms and other stationery used by OUMI in the operation of its business.

All such uses shall comply with the applicable Branding Guidelines and shall be pre-approved pursuant to Sections 2.3 or 2.4, whichever applies.

ARTICLE II USE OF MARKS

Section 2.1 **Authorized Use**. During the term of this License Agreement and subject to the provisions and conditions of this License Agreement, OUMI may use Licensed Marks solely in connection with promotion, advertising, marketing, and operation of OUMI and in compliance with this License Agreement.

Section 2.2 **New Facilities or Arrangements.** In the event that OUMI creates or acquires any additional facility, or affiliates with a third-party entity having one or more facilities, at which the Parties contemplate use of the Licensed Marks, University, in its sole and exclusive discretion, will determine whether such new facility will be added to Exhibit 3 as appropriate, pursuant to an amendment of the License Agreement under Section 6.10. Notwithstanding the foregoing, should a majority of the University-appointed members of the OUMI Board (as defined in the OUMI Bylaws attached to the MAA) approve of the creation or acquisition of an additional facility or affiliation with another third-party entity having one or more facilities, the Licensed Marks may be used in connection with such new facility or facilities pursuant to the terms hereof, such facility or facilities will be added to Exhibit 3, and additional approval by the University for such amendment to Exhibit 3 shall not be required.

Section 2.3 **Review of Use of Party Marks by OUMI.**

(a) With respect to use of the Licensed Marks by OUMI, any proposed use must be consistent with the applicable Branding Guidelines described in Exhibit 4 as modified pursuant to Section 2.3(b). If the proposed use of any of the Licensed Marks is not expressly approved in the Branding Guidelines, then such proposed use must be submitted to designated University public relations personnel for prior review and written approval by the University, which approval or denial shall be in the University's sole discretion.

(b) The Branding Guidelines for Licensed Marks may be modified by the University in its sole and absolute discretion in consultation with OUMI and such modified guidelines shall be effective upon written notice to OUMI.

Section 2.4 **Compliance with Quality Standards and Mark Usage Requirements.**

(a) OUMI shall ensure that its operations comply with all quality standards and requirements set forth in Section 3 of the MAA and Section 4 of the AAA.

(b) The University shall have the right, at any reasonable time and upon seven (7) days' prior written notice, to inspect the operations of OUMI to ensure that all uses of Licensed Marks are permissible uses under the terms of this License Agreement and that the integrity of the Licensed Marks is maintained.

(c) At the request of the University, OUMI shall supply the University with a representative sampling of specimens of the actual use of the Licensed Marks to verify compliance with all requirements for use as set forth in this License Agreement. OUMI shall be responsible for maintaining specimens of representative actual uses of the Licensed Marks and for providing any such specimens to the University upon request.

Section 2.5 **Notice of Claims and Protection of Marks.** OUMI shall promptly notify the University of any use of the Licensed Marks of which OUMI is aware by others whom OUMI knows, or has reason to believe, are not duly authorized by the University, as well as of any actual or threatened claims, including infringement or invalidity claims, against the Licensed Marks. Notification of such actual or potential claims shall include all material details known by OUMI that would enable the University to investigate or defend against such claims. If the University asserts or files any claim (including counterclaims), suit, or action (a “Claim”) against any third party involving the Licensed Marks, OUMI agrees to cooperate with reasonable requests for assistance in connection with such Claim. In the event that the University should pursue any Claims with respect to the Licensed Marks and obtains a recovery for such Claims, whether by adjudication or settlement, it shall be entitled to retain the entirety of any such recovery. OUMI shall be solely responsible for all enforcement and defense of the Other Marks, and for payment of all enforcement and defense costs, fees and expenses related to such Other Marks.

Section 2.6 **Territorial Restrictions.** The licenses granted hereunder shall apply to the State of Oklahoma with respect to Facilities located in the State of Oklahoma. Print and electronic advertising (e.g., website) may extend beyond the border of the State of Oklahoma but shall only promote the Facilities and Services within the State of Oklahoma and such advertising shall be subject to Section 2.3.

Section 2.7 **Compliance With Legal Requirements.** In exercising its rights under this License Agreement, OUMI shall ensure that the use of Licensed Marks complies with all applicable legal requirements. To the extent any advertising or promotional materials or other uses of the Licensed Marks are required to be filed with any local, state, federal or other governmental body or agency, OUMI shall be responsible for filing such materials in a timely manner and obtain all necessary approvals. Any approvals that the University provides with respect to such materials are not and shall not be considered a certification or guarantee that such materials or the

information contained therein comply with the rules or regulations in effect at the time such materials were created or distributed.

Section 2.8 **No For-Profit Use**. Not in limitation of any other restrictions or limitations herein, in no event shall OUMI have the right to utilize the Licensed Marks in connection with any third party for-profit promotional use, endorsements, the carrying on of propaganda or otherwise attempting to influence legislation, advertising, or sponsorship arrangements of any kind (or for any charitable, not-for-profit activities if such activities are not consistent with the MAA, the AAA, or the Clinical Services and Program Support Agreement), without the prior written approval of the University.

Section 2.9 **Reservation of Rights**. The University expressly reserves all rights not expressly granted under this License Agreement.

**ARTICLE III
REPRESENTATIONS, WARRANTIES, DISCLAIMERS, AND DAMAGES**

Section 3.1 **Representations and Warranties**. OUMI represents and warrants that this License Agreement has been duly executed and delivered by it and that it constitutes a valid and binding obligation of OUMI, enforceable against OUMI in accordance with its terms, subject to applicable laws affecting creditors' rights generally and general principles of equity. The University represents that: (a) this License Agreement has been duly executed and delivered by it; (b) it constitutes a valid and binding obligation of the University, enforceable against the University in accordance with its terms, subject to applicable laws affecting creditors' rights generally and general principles of equity; and (c) it has the right to grant the licenses granted by the University herein.

THE LICENSED MARKS ARE LICENSED "AS IS" AND THE UNIVERSITY DOES NOT MAKE REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE VALIDITY OF THESE MARKS, OR THAT THE RIGHTS GRANTED TO OUMI SHALL NOT INFRINGE THE RIGHTS OF ANY THIRD PARTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ANY OTHER WARRANTIES NOT EXPRESSLY IDENTIFIED IN THIS SECTION.

Section 3.2 **Exclusion of Consequential and Other Indirect Damages**. To the fullest extent permitted by law, no Party shall be liable to any other Party under this License Agreement for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising

out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not a Party has been advised of the possibility of such damages.

**ARTICLE IV
TERM AND TERMINATION**

Section 4.1 **Term**. This License Agreement shall commence as of the Effective Date and, unless terminated earlier in accordance with Section 4.2, shall remain in force until the termination of the MAA.

Section 4.2 **Termination**. The University shall have the right to terminate in accordance with the termination procedures described in Section 10 of the MAA, which procedures are hereby incorporated by reference.

Section 4.3 **Post-Termination Rights and Obligations**. In addition to the termination procedures described in Section 10 of the MAA, which procedures are hereby incorporated by reference, the Parties agree:

(a) **Effect of Termination**. On expiration or termination of this License Agreement for any reason and subject to any express provisions of the MAA or set out elsewhere in this License Agreement:

(i) All rights and licenses granted pursuant to this License Agreement shall cease;

(ii) The Parties shall agree on reasonable transition periods for the termination of then-current uses of Licensed Marks, including use of the Licensed Marks in OUMI's corporate name, on signage and other uses, taking into account the nature of the particular uses of such marks and other relevant factors, but in no event exceeding six (6) months from the effective date of termination or expiration of the term of this License Agreement unless the Parties otherwise agree to a different time period; and

(iii) The Parties shall cooperate with each other in the cancellation of any licenses recorded pursuant to this License Agreement and shall execute such documents and do all acts and things as may be necessary to effect such cancellation.

(b) Post-Termination Ownership and Control of Marks. OUMI shall retain no right of ownership or control of the Licensed Marks upon termination of this License Agreement, and except as provided in subsection (c) below, OUMI shall not use the Licensed Marks thereafter. Upon the expiration or termination of this License Agreement for any reason, all rights and licenses granted hereunder shall revert back to the University.

(c) Wind-Down Period. On expiration or termination of this License Agreement for any reason other than termination pursuant to Section 4.3, OUMI shall for a period determined in accordance with Section 4.3(a)(ii) have the right to dispose of all advertising and promotional materials bearing the Licensed Marks in its possession at the date of termination, in each case, in accordance with the terms and conditions of this License Agreement, unless the parties otherwise agree to a different time period. For the avoidance of doubt, all use of the Licensed Marks by OUMI shall have ceased by the end of the wind-down period as determined herein.

(d) Surviving Rights. Upon termination or expiration of this License Agreement, Sections 4.3, 5.1, 5.2, 6.5, 6.6, 6.8 and 6.9 shall survive.

ARTICLE V DISPUTE RESOLUTION

Section 5.1 Dispute Resolution. The dispute resolution process described in Sections 8.1 – 8.3 of the MAA is hereby incorporated by reference.

Section 5.2 Injunctive Relief. OUMI agrees that the University would be irreparably damaged in the event of a violation of Section 1.5 of this License Agreement. Accordingly, the University is entitled to seek any remedy available to it, at law or in equity, against OUMI.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.1 Severability. The severability provision described in Section 13.11 of the MAA is hereby incorporated by reference.

Section 6.2 Assignment and Benefit. The Assignment provision described in Section 13.6 of the MAA is hereby incorporated by reference.

Section 6.3 Notices. The notices provision described in Section 13.10 of the MAA is hereby incorporated by reference.

Section 6.4 **Counterparts**. The counterparts provision described in Section 13.15 of the MAA is hereby incorporated by reference.

Section 6.5 **Governing Law**. The governing law provision described in Section 13.5 of the MAA is hereby incorporated by reference.

Section 6.6 **Litigation Expense**. The Litigation Expense provision described in Section 13.7 of the MAA is hereby incorporated by reference.

Section 6.7 **Additional Documents**. The Additional Documents provision described in Section 13.4 of the MAA is hereby incorporated by reference.

Section 6.8 **Construction**. The construction provisions described in Sections 13.12, 13.13 and 13.14 of the MAA are hereby incorporated by reference.

Section 6.9 **Integration**. This License Agreement, the AAA, the MAA, and all other Related Agreements (as defined in the MAA) and the documents executed pursuant thereto supersede all negotiations, agreements and understandings among the Parties with respect to the subject matter hereof and constitute the entire agreement among the Parties with respect thereto.

Section 6.10 **Amendments**. Any amendment to this License Agreement shall be in writing and require approval by unanimous vote of the Parties, except as provided in Section 2.2 above.

Section 6.11 **Exhibits and Schedules**. The exhibits and schedules attached hereto are hereby incorporated into this License Agreement and are hereby made a part hereof as if set out in full herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this License Agreement has been executed as of the Effective Date.

The Board of Regents of The University of Oklahoma

By: _____
Name: _____
Title: _____

OU Medicine, Inc.

By: _____
Name: _____
Title: _____

CAMPUS SERVICES AND SPACE AGREEMENT

THIS CAMPUS SERVICES AND SPACE AGREEMENT (“Agreement”) is between OU MEDICINE, INC., an Oklahoma not-for-profit corporation (“OUMI”) and the BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA, a constitutional entity of the State of Oklahoma (“University”) (OUMI and University also individually referred to as “Party” and collectively referred to as “Parties”). The effective date of this Agreement is [November 1], 2017 (“Effective Date”). The Parties agree as follows:

1. Definitions.

Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth below:

“Agreement” means this Campus Services and Space Agreement and all written amendments and addenda to this Agreement, as further described in the introductory paragraph to this Agreement.

“Annual Campus Services and Space Funding Commitment” has the meaning set forth in Section 4.2.1 hereof.

“Annual OUMI/University Agreement” means the Annual OUMI/University Agreement entered into by the Parties pursuant to Section 4.1 of the MAA.

“Business Day” means any day other than a Saturday, a Sunday, or a holiday on which commercial banks in the State of Oklahoma are authorized or required by law to close.

“Covered Location” means the OU Medical Center, The Children’s Hospital at OU Medical Center, and certain other locations where OUMI conducts business on the Oklahoma Health Center Main Campus.

“Dispute Resolution Process” means the process set forth in Sections 8.1 - 8.3 of the MAA.

“Effective Date” has the meaning set forth in the introductory paragraph.

“Fiscal Year” means the means the period beginning on July 1st and ending on June 30th.

“MAA” has the meaning set forth in Section 3 hereof.

“Oklahoma Health Center Main Campus” means the geographical area identified on the map attached hereto as Exhibit A, which may be modified by mutual written agreement of the Parties.

“OUMI” has the meaning set forth in the introductory paragraph of this Agreement.

“OU Medical Center” means OU Medical Center, located as of the Effective Date at NE 13th Street & Lincoln Blvd., Oklahoma City, Oklahoma 73104.

“Party” and “Parties” have the meaning set forth in the introductory paragraph of this Agreement.

“Services/Space” has the meaning set forth in Section 2 hereof.

“University” means The Board of Regents of the University of Oklahoma.

“University Performance Standards” has the meaning set forth in Section 3 hereof.

2. Services/Space. The University will provide to OUMI, with respect to the Covered Location, the services and space (“Services/Space”) set forth on Schedule 2. The Parties may modify or add Services/Space to Schedule 2 by mutual written agreement. Except for those Services/Space set forth in Section 5 below, which may only be terminated by mutual agreement of the Parties, or for those Services/Space included in Schedule 2 subject to a special termination provision, either Party may in its sole and exclusive discretion terminate any specific Service/Space from Schedule 2 upon six (6) months advance written notice to the other Party.

3. Performance Standards. The University, and all University personnel providing Services/Space under this Agreement, shall at all times act reasonably and in good faith and perform and provide applicable Services consistent with (i) the provisions of the Master Affiliation Agreement between the Parties of even date herewith (“MAA”) and the University Agreements (as defined in the MAA); (ii) all federal, state, and local laws, rules, and regulations; (iii) all policies, rules, and regulations adopted by OUMI; (iv) The Joint Commission (or any other applicable accreditation agency) standards; (v) Medicare and Medicaid certification requirements; (vi) the level and quality of services provided by the University to or at other University facilities or organizations; (vii) industry standards; and (viii) good and ethical

business practices of the health care industry and communities served by OUMI (all of these standards are collectively referred to as “University Performance Standards”).

4. Financial Matters.

4.1 Compensation. OUMI shall compensate the University for such Services/Space in accordance with the fee schedule set forth in Schedule 2. The Parties acknowledge and agree that their intent is that the University shall be paid for its Space and Services at fair and reasonable rates.

4.2 Annual Funding Commitment.

4.2.1 Generally. By no later than January 1 of each year commencing in 2018, University shall work with OUMI to develop, as part of the OUMI annual budget process, a proposed annual funding commitment for the Services/Space to be provided during the Fiscal Year commencing on July 1 (the “Annual Campus Services and Space Funding Commitment”). Each Annual Campus Services and Space Funding Commitment will be reviewed and recommended by the OUMI Board Executive Committee, for subsequent approval by the OUMI Board, and incorporation into the Annual OUMI/University Agreement.

4.2.2 Initial Year. The Annual Campus Services and Space Funding Commitment for the first Fiscal Year commencing [**November 1**], 2017 is set forth in Schedule 2 attached hereto; however, the Parties acknowledge and agree that they will act reasonably and in good faith to modify the initial Annual Campus Services and Space Funding Commitment to address any changes in the Services/Space during the Initial Year. Disputes between the Parties relating to the Annual Campus Services and Space Funding Commitment shall be resolved pursuant to the Dispute Resolution Process.

4.3 Payment. For the provision of Services/Space that does not change from month to month and is approved by the OUMI Board at annual levels, or for items which are scheduled in advance, the University will submit invoices in advance by the first Business Day of the month, and OUMI will make payment of the invoiced amount within twenty-five (25) days after the invoice is presented by the University. Reconciling adjustments will be made against subsequent monthly invoices. For all other Services/Space not described in the first

sentence of this Section 4.3, the University will submit, by the fifteenth (15th) day of the month following the provision of Services/Space, one (1) or more invoices with supporting documentation to OUMI for Services/Space provided pursuant to the applicable agreement. Each such invoice shall be paid by OUMI to the University within twenty-five (25) days after such invoices are received by OUMI from the University.

4.4 Separate Lease Agreements. OUMI and the University may elect to document their agreement with respect to the provision of Space by the University to OUMI by one or more separate lease agreements, each of which shall make reference to this Agreement for terms and conditions of payment. A list of such separate lease agreements as of the Effective Date to which OUMI is succeeding to by operation of law pursuant to the merger of HCA Health Services of Oklahoma, Inc. with and into OUMI, are set forth on Schedule 4.4 hereto.

4.5 Separate Service Agreements. OUMI and the University may elect to document their agreement with respect to the provision of Services by the University to OUMI by one or more separate agreements, each of which shall make reference to this Agreement for terms and conditions of payments. In order to coordinate and align operations, it is the intent of the Parties that the University provide all services for which industry standards favor an integrated campus system, including without limitation parking, information technology, and facility-based operational technologies.

5. Exclusivity. OUMI agrees that it will acquire the following services exclusively from the University to be provided to the Covered Location:

- (1) steam and chilled water utilities;
- (2) safety and security;
- (3) all tunnel-based infrastructure services, including information technology, telecommunications and pneumatic tube system, until such time as the applicable service becomes technologically obsolete for the Covered Location; and
- (4) maintenance performed on space leased by OUMI in buildings owned by the University.

6. Term. The term of this Agreement shall commence on the Effective Date and shall continue during the term of the MAA.

7. Termination. This Agreement may be terminated (i) by mutual agreement and (ii) in accordance with the provisions set forth in the MAA. This Agreement shall terminate automatically upon termination of the MAA.

8. Personnel.

8.1 Responsibility. The University will select, employ, supervise, pay, and direct all personnel providing its Services/Space.

8.2 Exclusion. The University represents that neither it nor any of its employees, agents, or subcontractors providing Services/Space under this Agreement have been, and throughout the term of this Agreement shall be, (a) excluded, suspended, debarred, or otherwise ineligible to participate in Medicare and any other federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f) or federal or state procurement or nonprocurement programs; (b) designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury; or (c) convicted (as defined by 42 U.S.C. § 1320a-7(i)) of a criminal offense that would lead to mandatory exclusion from federal health care program. The University shall notify the OUMI Board within three (3) Business Days of obtaining knowledge that this representation and warranty ceases to be accurate. The University shall remain in compliance with this Section if it promptly removes any employee, agent or subcontractor providing Services/Space under this Agreement from the performance of any further duties hereunder if such individual or entity becomes subject to any status described in clauses (a), (b) or (c) of the preceding sentence.

8.3 Substitution or Removal of University Personnel.

8.3.1 Mutually Agreed Upon Substitution. University may substitute different University personnel to provide Services pursuant to Schedule 2 in accordance with any specific approval or notice requirements set forth in Schedule 2.

8.3.2 Removal of University Personnel For Cause. Notwithstanding anything herein to the contrary and subject to the advance notice requirements set forth below, OUMI may request the removal of any University personnel located at the

Covered Location providing Services pursuant to Schedule 2 immediately upon written notice to University stating the effective date of removal if any one or more of the following events occur:

(1) Any University personnel fails to comply with the requirements in Section 3, above, as reasonably determined by OUMI; or

(2) Any University personnel is convicted of a felony or a crime involving fraud or moral turpitude;

(3) Any University personnel engages in any conduct that is unethical, unprofessional or jeopardizes, or threatens to jeopardize, the health or safety of patients, as reasonably determined by OUMI;

(4) Any University personnel engages in any conduct that is not conducive to, or otherwise disrupts, an appropriate work environment, that is grave misconduct, gross incompetence, or gross misfeasance, as reasonably determined by OUMI; or

(5) Any University personnel providing Services dies, becomes disabled, or is unwilling to provide Services. For purposes hereof, University personnel shall be deemed to suffer from a “disability” if such University personnel is unable, for a period of ninety (90) days or more, to perform his or her essential functions and duties in providing Services hereunder due to a physical or mental impairment, with or without reasonable accommodations, as determined through an examination by a qualified physician mutually approved by OUMI and University subject to any and all applicable laws and regulations including but not limited to the Americans With Disabilities Act. OUMI shall provide written notice to (and consult and cooperate with) the University as soon as reasonably possible once it determines that an event has occurred that may activate one of the removal rights set forth above.

8.3.3 Primary Remedy. In the event that any University personnel’s conduct provides grounds for substitution or removal of such University personnel, OUMI may request that such personnel immediately cease providing Services pursuant

to Schedule 2, and request that University substitute other personnel reasonably acceptable to OUMI to perform the Services. In the event that University fails to comply with such request, OUMI may suspend payment for such Services relating to the individual at issue until such time that University provides an adequate substitute to perform the Services, at which time payment for such Services shall resume.

9. Access. OUMI shall provide reasonable access to its facilities, equipment, and personnel to enable the University to provide the Services/Space contemplated by this Agreement.

10. Cooperation and Consultation. The Parties will reasonably and in good faith cooperate and consult with each other regarding the delivery and receipt of Services/Space.

11. MAA Provisions. The provisions set forth in the following Sections of the MAA are hereby incorporated herein by this reference: Section 8 (Dispute Resolution), Section 11 (Confidentiality), Section 12 (Records), Section 13 (General Provisions).

[SIGNATURE PAGE FOLLOWS]

The Parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below:

THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA

By: _____ David L. Boren
President, The University of Oklahoma Date:

201_ _____,

OU MEDICINE, INC.

By: _____ [Name]
[Title]
Date: _____, 201_