I. Welcome: The meeting was called to order by President Ron Gill, Ph.D at 4:30 PM. Dr. Gill asked any guests and/or members of the media to introduce themselves. There were no guests.

II. Approval of the Minutes: The minutes of the January 10, 2012 meeting were approved without corrections.

III. Dean’s Comments:
   a. Dean Krugman provided an update regarding current searches and affiliate institutions. He began by stating that there are no searches in the Dean’s office at this time. He provided updates regarding other searches of interest on campus.
      • There is a current search for a Dean of the College of Nursing, Dean Krugman is on this search committee and this search is proceeding.
      • There is a search for a Dean of the School of Public Health. David Goff, MD, PhD, Professor and Chair of Epidemiology and Prevention at Wake Forest University School of Medicine, is coming in a week or two to meet with the Provost.
      • There is a current search for the head of the Bioethics and Humanities Program. Dori Biester, PhD, former President and CEO of Children’s Hospital Colorado, has been the interim head since Mark Yarborough left. Their building will be completed in July, it is now appropriate to recruit for the head of this program.
      • There will be a search in Pediatrics for the head of the CHA/PA Physician Assistant program, after 30 years Anita Glicken is stepping down.
      • Regarding affiliate institutions, Dean Krugman stated that the papers for the affiliation with Poudre have been signed and are waiting for approval by the attorney general.
      • Regarding the affiliation with Memorial Hospital, the lease with the UC Health system - the name of the new health system, is being negotiated with the city attorney of Colorado Springs. This will take place 4 hours per week, until it is done. The people of Colorado Springs will vote on the affiliation in August or November 2011. Until then we will look for faculty and rotations sites for the potential clinical branch campus in Colorado Springs.
      • Dean Krugman stated that he is also on the search committee for Patty Gabow’s replacement as CEO at Denver Health. There will be an open meeting that anyone in Denver can attend to say who should take her place. She leaves in September, 2012. Dean Krugman asked for any questions.
      • Question: What is the status of the VA move? Dean Krugman (DK): It is moving along. Spring 2015 is the planned move date. Question:
Where is the VA? DK: The east side of the campus. The construction will make getting in and out of the east side of campus more difficult. There will be 120 beds in the new hospital.

- Question: Will the head of Bioethics and Humanities be an MD? DK: It is a campus program, not a program of the School of Medicine, therefore the head does not report to the Dean of the SOM. The head could be someone from Nursing or from another school. However, the program must link to clinical programs and our hospitals, they would likely have to hire an MD to do that.

IV. Discussion Items:
A. Campus Master Planning Process – Neil Krauss, Director of Administration, Office of the Vice-President for Health Affairs and Executive Vice Chancellor for Anschutz Medical Campus. Dr. Gill began by stating that there has been a lack of communication about the Master Plan, and a concern about traffic patterns, for example. Mr. Krauss began by stating that he would review what is being done and why. The goal of the Master Plan is to articulate the 5 and 10-year programmatic goals of the campus, and create a physical facilities and infrastructure plan to meet those goals. A Master Plan is required by the Colorado Department of Higher Education every ten years. Our’s was last updated in 1998, and was revised in 2002. We also need to do this. Ten years ago the stakeholders, CU, UCH, the city of Aurora, and the Fitzsimons Redevelopment Authority, stopped having regular planning meetings and each focused on the success of its mission. As each entity focused on its own mission it produced what it needed to produce. One consequence was traffic and congestion problems. The Master Plan will focus on three areas: 1) the University’s 5- and 10- year Master Plan (third column of attachment); 2) Site-wide planning (second column of attachment); and 3) Micro or mini-master plans to address specific topics, such as way-finding. It is common to bring in national consultants, and with representation from schools and colleges across campus, we selected Perkins and Will, who coordinated the development of our first master plan. We are completing contract negotiations and will begin in March. For the site-wide component of the plan, we will focus on the issues that were identified this past summer in a series of meetings by all Campus stakeholders. The range of issues includes traffic, an integrated transportation plan, signage, and land-use. This process was termed Phase 1, and its resulting report identifies the key questions that need to be addressed in Phase 2. There are no solutions yet. For example, a loop road was planned around campus in the original Master Plan with pedestrian walkways. One question is: does the loop road still work, and if not, what is the alternative? We will be working with a local transportation and engineering group, Felsburg, Holt and Ulleving, as part of the Master Plan to help focus on these issues. The second column of the handout represents the main body of the Master Plan. As a University campus, we will review the programmatic and strategic focus for each mission of the campus. One important step is to review, affirm or alter the UPAC strategic plan for the five and ten-year period. Do the initial guidelines still hold? Our ultimate goal is to ensure that support
strategies for facility and space meet the UPAC plan needs. Another question regards amenities, and how we work with the city and developers to bring more retail support to campus? The first step in the development of the Master Plan will be data collection and analysis. Next, subcommittees will be formed to address research, education, clinical care issues representing all the schools and colleges. We will use the expertise of the Perkins and Will consultants to guide the vision for the campus. For example, what will Research 3 look like and where will it be located? Josh Meyer guided the development of RC1 and RC2, he will be brought here for RC3. We will work with Dean Krugman and Dr. Ridgway, Senior Associate Dean for Academic Affairs, to identify the needs of the faculty. We can develop a master plan to meet the Dept. of Higher Education needs, but this is cursory, we have real needs and need to find a long-term solution. Post data gathering we will meet with the key stakeholders to refine the vision, we will have four to five options. The group will decide on one scenario for the build out. This will require lots of faculty and staff involvement. The goal is the have a plan by the fall of 2012.

Questions? What about the VA development? They are doing off-site work, and need to do closures on Wheeling, Montview and 17th. The FRA (Fitzsimons Redevelopment Authority) owns the roads, and the University has been working with the FRA to ensure the VA doesn’t close Montview and 17th at the same time. Does the Master Plan include bicycle pathways? NK: Yes, it will address alternate modes of transportation. This includes light rail, and the sooner we get that the better. We do want to improve bike routes around campus. Question: What is going on with the footprints on the sidewalks? NK: This is part of a wellness program, the idea was that they are a circular path to walk the campus, but there is no map on the pathway. Dean Krugman: There is a map at the information desk in Building 500. There is a red route and a green route, this is a project of the LEEDs program, it was put together by the medical students. There is a one mile, and a one and a half mile, loop. Comment: It would be nice to have this in an e-mail. Dean Krugman: I can do that. Question: What about dining facilities? NK: This is a key question, where will the town center be? Originally this was planned to be on Montview, but this is not the practical Town Center. There is talk of having it at Colfax and Peoria. The city and developers have much to discuss, including financial packages. NK: A conference center and another hotel is being discussed along Colfax. Sites have been purchased by developers, but they have not yet been developed. Will we have a modern campus-wide fitness center? Dean Krugman: Yes this is northwest of here, at 19th and Montview. There will be a place for receptions, and it will have a restaurant. Question: Where can we find information on the facilities and membership? NK: Go to the website for the Colorado Health and Wellness Center, they are trying to gauge interest, and will then set a price. Comment: If you sign up for a study they will decrease your membership cost. Questions from several individuals: Will there be separate showers or locker rooms, not at the Center, will there be another alternative? Will there be lactation facilities? Can we contact you? Can you ask us about these issues? NK: Yes, these are good questions. My e-mail is Neil.Krauss@ucdenver.edu. My phone number is (303) 724-6363. Lilly Marks wanted a website with a feedback mechanism about the
development process. Part of the website will have a message to welcome comments.

NK: Also, a new interstate exit off southbound I-225 will soon open up. The new entrance will open in 2014. The existing Colfax exit is going away. You will get off at 17th Place, and go to Colfax, or 17th Place. The state believes that 17th Place is great for hospital traffic, but you cannot get to the hospital from 17th Place. We are designing signage with this information now.

Question, President Gill: Has the FRA made progress regarding attracting businesses and biotech to the golf course? NK: Eight to ninth months ago President Benson and Lilly Marks worked to restructure the board of the FRA, which was largely from the city of Aurora, and included few with experience in developing biotechnology businesses. Now there is a new group and a new direction. The current building has greater than 30 start-ups and is expanding by 30,000 square feet. The plan is to develop this to attract businesses.

President Gill: Do you hope to attract large companies to relocate? NK: One of the candidates for the FRA director position is with CH2M Hill, and he indicated that what you are seeing now is that most pharma is leaving the US and Europe for the Far East and India. We are more likely to see small and medium sized companies from California relocating. We will continue our current incubation work.

Dean Krugman: Regarding the sign of the biotechnology park, ten years ago 167 acres was a lot of space. In Cambridge and Research Triangle Park the space was much smaller. It is hard to fill. But with the growth that we have here we will need to expand, we may expand there. NK: One idea is that any large parking structure that is proposed go to the FRA site and have a shuttle system.

President Gill: Early on you said that neighborhood folks are involved. Who are these? NK: The stakeholders are the city of Aurora, UCH, Children’s, the VA, the FRA, and CU. President Gill: Are there issues with our neighbors, as there were at 9th Avenue? NK: No. Are there any other questions? NK: We will enlist your help as we look at the program for the schools and the departments.

Dean Krugman: We should not spread the campus further apart.

B. Overview of Contracting Process - Robert Shikiar, Senior Staff Attorney, University Physicians, Incorporated. Mr. Shikiar began by stating that he wanted to make all informed and aware of changes and updates in the SOM/UI process for contracting out services. This covers SOM faculty members performing professional services related to their healthcare practice. It does not cover, for example, teaching music on the weekend. The rules are that the faculty member needs to contract through UPI. In addition the income is to be billed and collected by UPI. He discussed the following about the contract process: 1) Why and 2) How? 1) Why: It is required by the member practice agreement signed by all faculty members and outside professional income goes through UPI for billing and collection. This is prudent. Colorado has a law called the government immunity act. This provides low liability caps for faculty members: 150 K per occurrence. This is very low by national standards. This is for state employees, it only covers work done as a faculty employee. Also, there is a self-insurance trust of the SOM. If there is a judgment against you there is coverage by the self-insurance trust. But this only applies if a faculty member is acting within the scope of university
employment. For example, Dr. X is sued. Dr. X wants to prove to the court that the 150 K cap applies because Dr. X was acting within the scope of his/her university employment. Dr. X also wants to make sure the University self-insurance trust comes in to play so that it will pay the judgment. To prove this Dr. X needs to show that Dr X was acting within the scope of University employment. There are two possibilities: 1) The contract specifically says that the service was performed by Dr. X acting as a University employee and is signed by University officials. 2) Dr. X performs the service for company Y and there is no mention of the University. In scenario 2, the faculty member would not be covered by the liability cap or by the University self-insurance trust or any supplemental policies because Dr. X was not acting within the scope of university employment. Therefore this requirement that professional service contacts be handled by UPI on behalf of the faculty member is in the faculty member’s best interest. Also, Mr. Shikiar stated that he reviews contracts for legal reasons, and is looking out for the best interests of the University and the faculty member. For example, almost any contract has a broad non-compete clause, e.g. Merck, Pfizer. In these clauses the doctor would be prohibited from competing against the company for any service, world-wide, for the duration of the contract, plus an additional five years. Mr Shikiar stated that his role is to take this out and to limit the scope of the non-compete as much as possible, ie scope, geography, duration. This is to the faculty member’s benefit. 2) How: The UPI template has all of the required language and specifications. This states that the faculty member performs the contract services in their capacity as a university faculty member so that the immunity cap and the trust apply. This also has other clauses required by law, such as the Stark Law. Use this template, it contains all of the required language. This is available in Word, so that the company can make requested changes. It is understood that others will want to use their own contract, but that contract will have to be edited to put in this required language. UPI cannot accept a pdf contract. UPI insists that faculty either use the UPI template or use the company template in a Word document that can be edited and red-lined to put in the required language. A pdf cannot be accepted because it is unchangeable. Faculty should use the UPI template, or provide a Word version of the company’s contract to UPI. Another significant change in the last few years has to do with how signatures are obtained. In years past, contracts were signed by the Dean, the Department Chair, the Division Head, the faculty member, the Executive Director of UPI and the company. It was hard to get the contracts signed. They travelled all over campus, and it took 1-2 months to get them signed. This was inefficient. Now these only need one signature, that of Jane Schumaker, the Executive Director of UPI. To do this she needs to have the authority to sign on behalf of the SOM, the Dept, the Division and the Faculty member. This is done by sending the completed contract via e-mail to the Department Chair. The Dept Chair sends an e-mail back giving approval. Once UPI gets the Chair’s approval Jane Schumaker signs for UPI on behalf of the School of Medicine. Then UPI seeks confirmation by e-mail from the Dean. So the contract is approved by e-mail, with only one physical signature. This has greatly reduced the time it takes to complete contracts. 1) Tell colleagues to follow the process established by
UPI 2) Tell them to use the template or provide a Word version of the contract to be edited. 3) There is a perception that getting a contract signed takes a long time. This is not correct, the time has been cut from months to 1-2 weeks. UPI encourages faculty to follow these established procedures. This is required and is in the faculty member’s best interest. Next: Exempt honoraria. This is a payment that the faculty member collects directly. An exemption is created by the SOM for a one time modest payment for a one time activity. If there is greater than one event, it is not exempt. Modest is not defined; in general it is in the $3,500 – $4,000 range. If this fits then it is modest and exempt from the contracting process. The faculty member can do the event and collect the honorarium. Next - the conflict of interest (COI) policy with respect to Speaker’s Bureaus. UPI is involved if this is a paid speaking engagement on behalf of industry, if so this falls under the SOM COI policy, and the faculty member must seek approval from the SOM COI committee. Information regarding this can be found on the Faculty Affairs website under Policies and Procedures, and Speakers Bureaus. The procedure is given there for submitting a request. In practice the committee on occasion approves these, if there is a legitimate educational benefit to that speaking engagement. This is not approved if the faculty member is being paid to promote a pharmaceutical product or device on behalf of industry. If the company insists on having ultimate control of the remarks, or materials, the committee will say this is promotional and this will be denied. If this is just marketing a product, it will be denied. Question: Regarding exempt honoraria, if I go to a community hospital to give Grand Rounds, and I do this again the next year, is that one or two engagements? RS: It depends on what the hospital had in mind at the beginning of the arrangement. The first time is exempt the second time is not, and should be done through a standard UPI contract. Sometimes the company knows they want a recurring event, but they send four separate contracts for four different months, this is really a recurring event. It is what is known to the faculty member at the time of the contract, if it is recurring, go through UPI. Question: Do you distinguish between companies and professional organizations, like the American Heart Association, the American Academy of Pediatrics? RS: The issue is the source of payment, if it is the same source and is greater than once, it is not exempt. If it is a new source the second time around, it is exempt. If it is the same payment source and a recurring event, then it is not exempt. Dean Krugman: The AAP has 10 – 50 chapters, if three ask you to give the same talk this is not a contract. If you don’t know you are being re-invited it is not a contract. RS: Don’t confuse exempt honoraria with the Speaker’s Bureau policy. They are two separate policies. If you do something repeatedly it’s not exempt, do a contract with UPI. When it’s apparent that it is recurring, then go through UPI. Dean Krugman: There will always be something that comes up, just ask. RS: If this is exempt from the UPI contracting process, the faculty member should sign the W4 and get paid directly. If the contract goes through UPI, then UPI bills and 2.5 % goes to UPI for administration and 10% to the SOM academic enrichment fund. This is in the SOM rules and in the UPI Member Practice Agreement. Comment: This is new news to new and old faculty members. RS: Just this week, I had an opportunity to look up a
member practice agreement from 1984 and I was surprised to see that it required professional services contracting to be handled by UPI on behalf of the faculty member and for the contract income to be collected by UPI. So this process has been around for many years. That is why I am here tonight – to remind faculty of these long standing procedures and encourage them to remind their SOM colleagues. Question: If a university invites me this year it’s exempt, if they invite me again is it still exempt? RS: If at the outset you know it will be recurrent, it is not exempt. Dean Krugman: Another question is, if it is exempt does the Department or Division require that you take a vacation day? That is, are you doing this on University time? We want faculty members to have national and international reputations, but some people spend days on these events while others cover for them. Question from President Gill regarding Speaker’s Bureaus: There is a new strategy of having an intermediate company, is there any distinction between having a pharmaceutical company paying or an educational company paying? RS: That seems to be done on purpose to avoid policies such as ours. If we can see this we do not allow this. Question from President Gill, again regarding Speaker’s Bureaus: Is there a distinction between the company making changes versus making no changes? RS: The committee has set as a precedent that if the company insists on final approval, whether they make changes or not, that is not permitted. The precedent is that remarks not be subject to final approval by the company.

There were no other questions or comments, the meeting was adjourned at 5:45 P.M.

Respectfully submitted, Renata C. Gallagher, MD, PhD.