

UNIVERSITY OF MINNESOTA

Twin Cities Campus

*Academic Health Center
Senior Vice President for Health Sciences*

*475 Children's Rehab Building
426 Church Street
MMC 501 Mayo
Minneapolis, MN 55455*

*Office: 612-626-3700
Fax: 612-626-2111
<http://www.ahc.umn.edu/>*

December 14, 2010

Dr. François Sainfort
5403 Abbott Place
Edina, MN 55410

Re: *Letter of Reprimand*

Dear Professor Sainfort:

This letter of reprimand is issued pursuant to Section 10.22 of the Board of Regents Policy: *Faculty Tenure*, for a minor disciplinary action. After careful review of the facts surrounding your and Professor Jacko's transition from the Georgia Institute of Technology ("Georgia Tech") to the University of Minnesota in 2007-2008, I conclude that the transition process between these two schools was not handled by you in the most professional manner we expect from a faculty member of this institution, and therefore a letter of reprimand is warranted and appropriate.

This reprimand arises out of the investigation concerning dual compensation by the University of Minnesota and Georgia Tech for full salary and benefits paid to both you and Professor Jacko from each institution from October 2007 until February 2008, as well as the payment by both institutions of certain expenses for your and Professor Jacko's travel while Minnesota was recruiting you.

First, with respect to salary and benefits, the University of Minnesota and you entered into a written employment agreement in which your first date of employment at the University would be October 1, 2007. Our agreement with you recognized that you would need a "period of transition" from Georgia Tech, which we expected to last until you began residence in Minnesota on January 1, 2008. At your request, we later extended the in-residence date until February 1, 2008, when you had difficulty obtaining housing here. It was not clear to all concerned at this institution, at the time that you signed your contract with us, that you and Professor Jacko were continuing to work full-time as Georgia Tech professors from October through January. Our offer letter to you discussed the outside income you were permitted to receive under our outside consulting policy, but you did not invoke this policy for your Georgia Tech employment. Rather, we understand that you were paid both salary and benefits at Georgia Tech. We also understand that you were largely responsible for, and took the lead in addressing all of these issues with the University of Minnesota on behalf of Professor Jacko as well, including but not limited to establishing the transition period and related financial arrangements.

Professor Sainfort
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Second, I am disappointed in the double payment of expenses that occurred related to recruiting trips for you and/or Professor Jacko to the University of Minnesota prior to your hire. While the University of Minnesota certainly will pay appropriate expenses in connection with recruiting prospective employees, it will not pay expenses when those expenses are reimbursed by another source. I understand that you believe the double payment to be the result of your office's administrative oversight and that you took immediate action to reimburse Georgia Tech when discovered, but negligence in connection with expense reimbursement at this public institution is not acceptable.

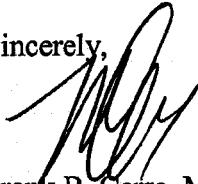
Third, I am particularly disheartened by the statement you made about your employment at the University of Minnesota to a Georgia Tech associate dean in February 2008. You represented that you were not working at the University of Minnesota, despite the fact that you were under contract with the University of Minnesota and in fact in full-time residence here. While we understand that you quickly corrected this statement at Georgia Tech, such statements by our faculty members to another university reflect poorly on our institution and are inconsistent with standards of candor we expect from University of Minnesota employees.

Professor Sainfort, you have been cooperative in our investigation of these issues and have expressed regret for this matter. You have assured us that you did not intend to wrongfully receive salaries and benefits from both institutions and that the expense double payment was an oversight, and have conveyed that by accepting this reprimand you are not admitting to any intentional misconduct. You have suffered the consequences of adverse publicity, and relinquished upon our request your administrative leadership role and the accompanying salary augmentation at the University of Minnesota. Importantly, despite the challenges of the past two years, you have performed very well at the University of Minnesota. You have made major contributions to your division in the School of Public Health and have been very productive as a professor. The University is very aware and appreciative of these accomplishments. Notwithstanding, based on the foregoing and the totality of the circumstances, we believe that receiving non-salary benefits from both institutions, receiving duplicate payment for travel and your statement to Georgia Tech regarding your employment were inappropriate. Given this, I believe the appropriate employment action is this written reprimand, together with the return to the University of Minnesota all non-salary fringe benefits paid to you and Professor Jacko (health insurance, life insurance, retirement contributions, etc.) for the months October 2007 through January 2008. The benefits amount pertaining to you totals \$19,024.40. In addition, as we have discussed, a substantial amount of administrative time was spent on reviewing this matter, at the Academic Health Center, the Department of Audits, and the General Counsel's Office. You have agreed to pay the University the sum of \$25,000 as reimbursement for a portion of these costs.

Professor Sainfort
December 14, 2010
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I take this action based on the facts known to us at this time. Should material new facts come to light, they may be grounds for further review and action.

Sincerely,



Frank B. Cerra, M.D.
Senior Vice President for Health Sciences
Dean, Medical School
McKnight Presidential Leadership Chair

cc: Dean John R. Finnegan

I understand and accept this written reprimand and waive my right to contest this reprimand under Section 10.22 of the Board of Regents Policy: Faculty Tenure, unless reopened by the University for additional action, and do so without agreeing with or adopting all of the above statements and without my acceptance being construed as an admission of intentional misconduct.

Dated: _____

12/18/10



Professor Francois Sainfort

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December 10, 2010

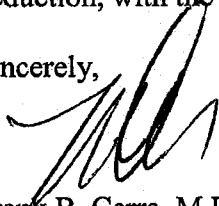
François Sainfort
Division of Health Policy and Management
MMC 729 Mayo

Re: *Letter Agreement Regarding Payment of Funds*

Dear Professor Sainfort:

You and the University enter into this letter agreement in connection with the letter of reprimand issued on this date, providing for your repayment of \$19,024.40 in benefits, in addition for a payment of \$25,000, for a total of \$44,024.40. We agree that this total sum will be divided in equal parts and deducted from your paychecks over a period of 78 consecutive pay periods, to start as soon as the University sets up the payroll deduction. You agree to execute any forms necessary to implement the deduction. In the event you leave University employment before the full sum is repaid, you agree you will pay the remainder by the last day of your employment at the University. You may also make lump sum payments to speed repayment or to reduce the amount of your payroll deduction, with the reasonable approval of the University.

Sincerely,

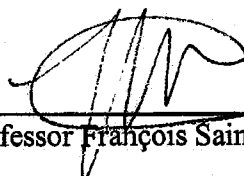


Frank B. Cerra, M.D.
Senior Vice President for Health Sciences
Dean, Medical School
McKnight Presidential Leadership Chair

Cc: Dean John R. Finnegan

I agree to the terms of this letter.

Dated: 12/18/10



Professor François Sainfort

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December 14, 2010

Dr. Julie Jacko
5403 Abbott Place
Edina, MN 55410

Re: *Transition between Georgia Tech and the University of Minnesota*

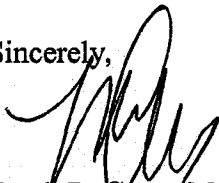
Dear Professor Jacko:

After careful review of the facts surrounding your transition from the Georgia Institute of Technology ("Georgia Tech") to the University of Minnesota in 2007-2008, we have discussed with you the University's concerns that the transition process between these two schools was not handled by you in the most appropriate manner. As a result, this letter of reprimand is issued pursuant to Section 10.22 of Board of Regents Policy: *Faculty Tenure*, for a minor disciplinary action.

Importantly, despite the challenges of the past two years, you have performed very well at the University of Minnesota. You have made major contributions, first as Director and then as Lead Faculty, in the Institute for Health Informatics, and have been very productive as a professor in your division in the School of Public Health, and in the School of Nursing. The University is very aware and appreciative of these accomplishments. However, given the totality of the circumstances, we believe that receiving benefits from both institutions was inappropriate. Given our concerns and in furtherance of your cooperation during this process, you have agreed to voluntarily return to the University of Minnesota all non-salary fringe benefits paid to you (health insurance, retirement contributions, etc.) for the months October 2007 through January 2008. That amount totals \$14,711.77.

I take this action based on the facts known to us at this time. Should material new facts come to light, they may be grounds for further review and action.

Sincerely,

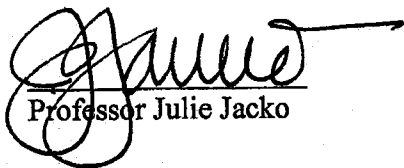


Frank B. Cerra, M.D.
Senior Vice President for Health Sciences
Dean, Medical School
McKnight Presidential Leadership Chair

Professor Jacko
December 14, 2010
Page 2

Cc: Dean John R. Finnegan

I understand and accept this written reprimand and waive my right to contest this reprimand under Section 10.22 of the Board of Regents Policy: Faculty Tenure, unless reopened by the University for additional action, and do so without agreeing with or adopting all of the above statements and without my acceptance being construed as an admission of intentional misconduct.


Professor Julie Jacko

12.18.10
Date

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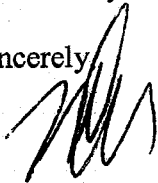
Professor Julie Jacko
Institute on Health Informatics
MMC 807 Mayo

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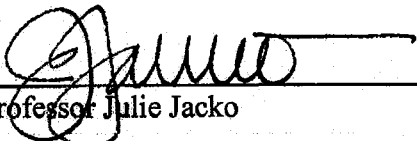


Frank B. Cerra, M.D.
Senior Vice President for Health Sciences
Dean, Medical School
McKnight Presidential Leadership Chair

Cc: Dean John R. Finnegan

I agree to the terms of this letter.

Dated: 12.18.10



Professor Julie Jacko