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**Record Group/Collection:** Donated Historical Materials  
**Collection/Office of Origin:** Frieden, Lex, Collection  
**Series:** Related Materials  
**Subseries:** Conferences

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**OA/ID Number:** 52080  
**Folder ID Number:** 52080-012

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**Folder Title:**  
Beall Meeting [1995]

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**Stack:**

**Row:**

**Section:**

**Shelf:**

**Position:**

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Beall

Research Program

1. At TIRR with TIRR support
2. At TIRR without TIRR support
3. Systems corporation with funding
4. Systems corporation without funding
5. Baylor PM&R program
6. Independent research cooperation

Custom Clinical Services for the most severely disabled

1. Let market fill niche
2. Create Systems company to fill niche with TIRR support
3. Encourage creation of independent company with TIRR support
4. Encourage creation of independent company without TIRR support
5. Encourage creation of company affiliated with Methodist, Hermann, Continental, etc.

Strategic decision re downsizing

1. Board approval?
2. Change in mission of TIRR
3. Marketing and sales strategy
4. Independence of TIRR threatened by Systems
5. Decision to squeeze rather than subsidize
6. Decision to use savings to bankroll Systems growth instead of subsidize TIRR services

MEMORANDUM

DATE: February 28, 1995

TO: Cindy Lucia

FROM: Lex Frieden *LF*

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Please find attached a draft of a letter which I think we might use to get a grant from one or more foundations from Oklahoma with "family ties." Obviously, the money would make an initial dent in our goal of having a research endowment at TIRR. Please let me know what you think of this initial idea. We can discuss the strategies with the foundations I have in mind once we agree on the approach.

Dear Foundation Trustees:

The purpose of this letter is to request your assistance in funding our rehabilitation research program at The Institute for Rehabilitation and Research (TIRR). You may be aware that TIRR is one of the most esteemed rehabilitation programs in the United States. For the past five years, our program has been ranked among the top five rehabilitation hospitals nationally by U.S. News and World Report. We are the only ranked program in the Southwest region of the country. Such recognition is partly attributable to our highly acclaimed research program.

In order to familiarize you with our outstanding programs, I have attached some relevant materials. Among these materials is a chronologue of our most significant accomplishments. As you can see, much of our productivity stems from our breakthroughs in research. These breakthroughs have helped shape the practice of rehabilitation medicine in the United States, and throughout the world.

With recent changes in the health care industry, the future of research programs like those which have helped us to develop and demonstrate new and more effective rehabilitation methods and techniques is in jeopardy. It appears to us that efforts to cut costs and economize in healthcare may result in reduced support for research, even though such research may lead to improved services and consequentially lowered costs in the future. The purpose of this request is to seek your assistance in insuring the future of the nation's most productive rehabilitation research program at TIRR.

Specifically, we request that you fund an endowed chair in rehabilitation research. The chair would be funded by an original gift or pledge of \$1 million. This sum will be maintained in a permanent account, the interest from which will be used annually to underwrite a portion of the costs associated with one professional position in our research program. The Chair will bear the name of the donor foundation, one of its founders, or someone else of honor as designated by the foundation trustees. For example, it could be called the "Share Trust Chair in Rehabilitation Research at TIRR."

We feel as if it is particularly appropriate and significant to solicit the support and generosity of the Share Trust for support of this proposal. As noted above, TIRR is regarded as the preeminent medical rehabilitation facility in the Southwest region of the United States. Our primary service area includes Oklahoma, and many of our more than 40,000 patients have come to us from Oklahoma, and returned there as productive members of their communities. It is also significant to us that the Institute was founded 35 years ago by Dr. William A. Spencer, a physician who was born and raised in Oklahoma City. Finally, one of our best-known and most successful former patients, and now a respected senior administrator at our institution, Mr. Lex Frieden, was born and raised in Alva, Oklahoma. He constantly reminds us of his roots and of his dedication to his home state.

In order to recognize and acknowledge TIRR's close ties to Oklahoma, we would propose that the first person to be designated with the title "Share Trust Chair in Rehabilitation Research at TIRR" would be Lex Frieden. Mr. Frieden is Senior Vice President of TIRR, responsible for managing our externally sponsored programs including research. He is also Professor in the Department of Physical Medicine and Rehabilitation at Baylor College of Medicine. Mr. Frieden attended Northwestern Oklahoma State University, Oklahoma State University, and the University of Tulsa, where he has been honored as a distinguished alumnus. Professionally, he is recognized as one of the founders of the independent living movement by people with disabilities, and as one of the authors of the Americans with Disabilities Act (ADA). Spinal cord injured as a result of an automobile accident in Stillwater, Oklahoma, in 1967, Mr. Frieden has a unique perspective from which to improve services to and opportunities for people with disabilities.

By endowing this chair, you can help us insure that the leadership role which Mr. Frieden plays in our Institute and throughout the nation, and the important work that he and his colleagues do in the field of rehabilitation research, is maintained. Our goal in securing endowment for our research program is to enable us to maintain a core program in research with funding that is secure from economic and political nuances. Upon Mr. Frieden's retirement or departure from TIRR, the Chair will be reassigned to another esteemed researcher at TIRR.

We hope that you agree that having a distinguished Oklahoman, and a vital member of our staff designated as the first holder of the "Share Trust Chair in Rehabilitation Research at TIRR" would be most appropriate and we hope you deem this request worthy of your support.

If you would like to discuss any modification to this proposal or other materials related to this request, please feel free to call Cindy Lucia, Executive Director, TIRR Foundation (a 501 (c)(3) organization) at (713) 528-0123, or me at (713) 797-5280. Thank you for your consideration of this request.

Sincerely yours,

Charles C. Beall  
President

- - D R A F T - -

AFFILIATED TEACHING HOSPITAL AGREEMENT  
BETWEEN  
BAYLOR COLLEGE OF MEDICINE  
AND

THE BOARD OF DIRECTORS OF THE INSTITUTE FOR REHABILITATION AND  
RESEARCH LOCATED IN THE CITY OF HOUSTON AND HARRIS COUNTY, TEXAS

This Affiliated Teaching Hospital Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, A.D., by and between the Board of Directors of The Institute for Rehabilitation and Research, located in the City of Houston, Harris County, Texas, hereinafter referred to as TIRR, and Baylor College of Medicine, hereinafter referred to as Baylor, both organized and existing under the laws of the State of Texas;

WITNESSETH:

WHEREAS, it is universally recognized that hospitals and medical schools have certain objectives in common, namely, (a) the advancement of medical service through professional care of the sick, (b) training of medical and ancillary personnel, (c) advancement of medical knowledge through investigation, and (d) promotion of personal and community health; and

WHEREAS, it is recognized that TIRR can accomplish these objectives in larger measure and more effectively in the context of a continuing close affiliation with Baylor; and

WHEREAS, TIRR and Baylor have worked together to further such objectives under an affiliation agreement dating back to September 1961; and

WHEREAS, it is the desire of TIRR to obtain the benefits of a continued affiliation with Baylor, and Baylor has expressed a willingness to continue to extend its cooperation in making available its facilities to this end; and

WHEREAS, Baylor recognizes that TIRR can offer broad opportunities for teaching and clinical research for medical students, house officers, and faculty; and

WHEREAS, it is agreed (a) that a hospital affiliated with a medical school has the potential of being a better hospital and (b) that a medical school must have a good working relationship with a nationally-recognized hospital in order to complete its educational and research responsibilities; and

WHEREAS, TIRR and Baylor each will benefit from a closer working relationship with the other and each desires to strengthen the ties between the two institutions and to enter into this Affiliated Teaching Hospital Agreement to more specifically evidence such relationship;

NOW, THEREFORE, for and in consideration of the foregoing and in further consideration of the premises hereinafter set forth, the parties hereto agree as follows:

1. TIRR, acting for its institution, shall retain all jurisdictional powers incident to separate ownership, including the power to determine the general and fiscal policies of the institution, selection of the chief executive officer of TIRR, and the determination of the acceptability and desirability of members of the TIRR medical staff within the terms of this agreement.

2. Baylor shall retain all jurisdictional powers incident to separate ownership, including the power to determine the general and fiscal policies of the institution and the selection of its administrative and faculty personnel.

3. This affiliation agreement does not preclude either institution from entering into other affiliations in regard to clinical facilities, education, or research.

4. TIRR will be a primary teaching affiliate of Baylor with all rights and responsibilities of similar affiliated hospitals with this designation.

5. Baylor faculty at TIRR shall conform to all TIRR medical staff rules and bylaws and to all Baylor policies and procedures.

6. All admissions of patients to TIRR shall be under the direction of the Board of Directors of TIRR, and full, complete direction of the administration and supervision of TIRR shall be retained by the Board of Directors of TIRR at all times.

7. All expenses incurred for the operation of TIRR shall be paid by TIRR, and all expenses incurred for the operation of Baylor shall be paid by Baylor.

8. Both parties agree to cooperate in good faith in carrying out a program for: (a) the advancement of medical service through professional care of the sick; (b) training of medical and ancillary personnel; (c) advancement of medical knowledge through investigation; and (d) promotion of personal and community health.

9. It is agreed that a Joint Advisory Committee will be established with equal representation from Baylor and TIRR, and will include the Chairman of Baylor's Department of Physical

Medicine and Rehabilitation. The Joint Advisory Committee will meet at least yearly to discuss issues of mutual concern.

10. Active Medical Staff Rehabilitation Faculty participating in the Baylor/TIRR clinical, education, and research activities envisioned by this agreement shall be full-time members of the Baylor faculty.

*Handwritten notes:*  
- How does Mackey think?  
Does this affect the agreement?  
ja

11. This agreement shall continue in force and effect for a period of 30 years from the date of execution thereof, and may be terminated at anytime by mutual consent of the parties hereto, or, by either party giving the other party two (2) years written notice of termination. This agreement is binding upon the parties herein and upon the successors or assignees of either institution.

12. Full acceptance, implementation, and continuation of this agreement is subject to the execution of specific operations agreements between TIRR and Baylor's Department of Physical Medicine and Rehabilitation.

THE INSTITUTE FOR REHABILITATION  
AND RESEARCH

BAYLOR COLLEGE OF MEDICINE

\_\_\_\_\_  
Chairman, Board of Directors

\_\_\_\_\_  
Chairman, Board of Trustees

\_\_\_\_\_  
President

\_\_\_\_\_  
President