



**Matthew S. Bowman**  
*Legal Counsel*

E-mail: [mbowman@telladf.org](mailto:mbowman@telladf.org)

April 16, 2010

Attorney General J.B. Van Hollen  
Wisconsin Department of Justice  
P.O. Box 7857  
Madison, WI 53707-7857  
Fax: (608) 267-2779

**Re: Request for Attorney General Opinion on UWHCA's Payment of Physicians for Performing Abortions**

Dear Attorney General Van Hollen,

The Alliance Defense Fund writes on behalf of Pro-Life Wisconsin and its State Director Peggy Hamill to request your opinion on the legality of the University of Wisconsin Hospital and Clinics Authority's payments to physicians for performing abortions.

UWHCA sends various medical residents, who are physicians, to train at Planned Parenthood of Wisconsin in multiple activities including the performance of abortions (see Attachment A). In response to our public records request, the UWHCA stated as follows (see Attachment B):

UWHCA continues to pay its residents while they are training at PPW. The prorata portion of their stipends and benefits for the time spent training at PPW was:

Jan 2007 - Dec 2007	\$	21,149
Jan 2008 - Dec 2008	\$	19,301
Jan 2009 - Dec 2009	\$	18,428

Hours spent are reported quarterly so we do not yet have data for 2010.

Wisconsin Statute § 20.927 declares that "no funds of this state or . . . of any . . . agency of this state . . . shall be authorized for or paid to a physician or surgeon or a hospital, clinic or other medical facility for the performance of an abortion." Its companion statute, § 20.9275, explicitly defines "state agency" as "including . . . an authority created in ch. 231 or 233." UWHCA is created in ch. 233. Wis. Stat. §§ 233.01-233.42.

Therefore, UWHCA appears to be violating the law by using its funds (the funds of an agency of the state of Wisconsin) to pay residents (who are physicians) for activities at Planned Parenthood that include their performance of abortions.

Request for Opinion on UWHCA Payments for Abortion

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The Milwaukee Journal Sentinel reported on March 27, 2010, that a spokeswoman for the UWHCA defended its continuing payment of its funds to physicians to perform abortions, based on the reasoning that UWHCA claims it is not a state agency (see Attachment C). She was not quoted as explaining how UWHCA could consider itself not a state agency when Wis. Stat. § 20.9275 explicitly defines it as a state agency for the purpose of restricting its involvement in abortion. And she did not explain how UWHCA could legally use its funds to pay physicians for abortions when § 20.927 prohibits doing so not only with "funds of this state," but additionally and distinctly with "funds of . . . any . . . agency of this state."

We write to ask for a formal opinion from the Attorney General on whether the UWHCA's payment of funds to physicians for performing abortions violates Wis. Stat. § 20.927 or 20.9275, either by the reasoning discussed above or in any other way.

Please let us know if you would like more information, and if and when you expect to respond to this request. Thank you.

Yours truly,



Glen Lavy  
Matthew S. Bowman  
Alliance Defense Fund

for

Peggy Hamill, State Director  
Pro-Life Wisconsin

# Attachment

## A

MEMORANDUM OF UNDERSTANDING BETWEEN  
 THE UNIVERSITY OF WISCONSIN MADISON  
 AND  
 PLANNED PARENTHOOD OF WISCONSIN, INC.


PURPOSE	<p>This memorandum provides an understanding for the interchange of employees of the University of Wisconsin Madison School of Medicine and Public Health (SMPH), hereinafter referred to as "the sending agency" to Planned Parenthood of Wisconsin, Inc. (PPWI) hereinafter referred to as "the receiving agency." In addition, this memorandum describes the supervisory role which employees of the SMPH will play, on behalf of the UW-SMPH with respect to educational programs in which UW-Madison medical students and UWHC residents and fellows gain training experiences at the receiving agency's site, the Comprehensive Reproductive Health Center, 3706 Orin Road, Madison, Wisconsin, 53704.</p>
ASSIGNMENT	<p>Faculty members of the Department of Obstetrics and Gynecology will assume various duties and responsibilities related to work on behalf of the receiving agency as detailed in Attachment A. This work will be performed at Comprehensive Reproductive Health Center, or other clinics as designated by PPWI. In addition, faculty members of the Department of Obstetrics and Gynecology will assume supervisory responsibilities with respect to the UW-Madison medical students and the UWHC residents and fellows who are receiving training in family planning, colposcopy and abortion services at the Comprehensive Reproductive Health Center. Since it is difficult to separate this supervisory/educational activity from the related patient care services which generally take place simultaneously, no separate allocation of Faculty Time is being made for this purpose and the Faculty Time devoted to this activity is included in the time purchased by the receiving agency.</p>
EMPLOYEE STATUS	<p>The faculty members performing the services identified in Attachment A will be on detail to the receiving agency and solely responsible to that agency for the performance of the responsibilities outlined in Attachment A and for adherence to receiving agency's policies and procedures, but will remain employees of the sending agency and subject to all appropriate and applicable university policies and procedures and will receive the salary and benefits to which entitled.</p>
TRAVEL EXPENSES & OTHER COSTS	<p>All travel expenses and other related costs incurred in connection with the employee's assignments at the receiving agency will be paid for by the receiving agency on the same basis as a regular employee of the receiving agency.</p>

<p>REIMBURSEMENT</p>	<p>For the duration of this agreement the receiving agency will reimburse the sending agency the full cost of the Faculty Time (salary plus fringe benefits) for all work performed on behalf of the receiving agency as described in Attachment A as well as for the other work described in the Assignment and Purpose sections above. The salary and benefit costs are detailed in Attachment A. Payment will be made by the receiving agency upon receipt of invoice, accompanied by appropriate receipts for expenses, from the sending agency. Payment will also be made for appropriate travel by the Associate Medical Director at the then current IRS mileage rate. In addition, payment will be made for travel, hotel and registration expenses, if any, for one national meeting per 12 months related to the role of Associate Medical Director, up to a total maximum reimbursement amount of \$2,500. Appropriate documentation of expenses relating to this meeting must be presented with the claim for reimbursement. Invoices should be sent to:</p> <p>Teri Huyck, CEO  Planned Parenthood of Wisconsin, Inc.  302 N. Jackson Street  Milwaukee, WI 53202</p>
<p>LIABILITY COVERAGE</p>	<p>Receiving agency warrants that a faculty member participating pursuant to this agreement is under the receiving agency's direction and control while performing duties and responsibilities on behalf of the receiving agency as outlined in Attachment A. Receiving agency will procure and maintain adequate medical malpractice liability coverage applicable to a faculty member's performance of these duties at the receiving agency. Receiving agency will defend, indemnify and hold harmless the sending agency and its respective officers, directors, employees, agents and successors from and against all actions, suits, proceedings, claims, demands, investigations, fees, costs, expenses (including reasonable attorneys' fees) and liabilities relating to a faculty member's performance of the duties and responsibilities performed on behalf of the receiving agency at the receiving agency under this agreement. The foregoing receiving agency obligation to defend, indemnify, and hold harmless as set forth above, does not extend to treatment provided by the sending agency or any of its faculty members to a receiving agency's patient subsequent to that patient becoming a patient of the sending agency and any of its faculty members. Faculty members participating in the supervision/training of UW-Madison medical students and UWHC residents and fellows are under the direction and control of and responsible to the Chair of the UW-SMPH Department of Obstetrics and Gynecology with respect to that activity. The foregoing receiving agency obligation to defend, indemnify, and hold harmless as set forth above, does not extend to negligent training and supervision by any of the sending agency's faculty members under this agreement. The sending agency will hold harmless the receiving agency and its respective officers, directors, employees, agents and successors from and against all actions, suits,</p>

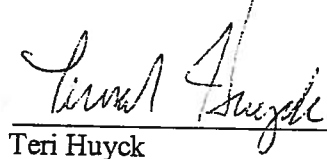
	proceedings, claims, demands, investigations, fees, costs, expenses (including reasonable attorneys' fees) and liabilities arising from negligent training and supervision by a faculty member or arising from treatment provided by the sending agency or any of its faculty members to the receiving agency's patient subsequent to that patient becoming a patient of the sending agency and any of its faculty members.
DURATION	This memorandum of understanding is effective December 20, 2008 and shall continue in effect through December 31, 2009, unless terminated in writing by any party to this interchange agreement prior to that date. Any extension of this agreement will need to be negotiated by the parties prior to November 30, 2009.

UNIVERSITY OF WISCONSIN-MADISON

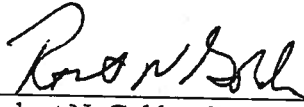
PLANNED PARENTHOOD OF WISCONSIN, INC.

  
 \_\_\_\_\_  
 Laurel Wysong Rice, M.D.  
 Department Chair  
 Obstetrics and Gynecology


12/16/08  
 Date

  
 \_\_\_\_\_  
 Teri Huyck  
 Chief Executive Officer

12/18/08  
 Date

  
 \_\_\_\_\_  
 Robert N. Golden, M.D.  
 Dean, School of Medicine and  
 Public Health

12/16/08  
 Date

  
 \_\_\_\_\_  
 Darrell Bazzell  
 Vice Chancellor for Administration

12/16/08  
 Date

ATTACHMENT A

PPWI will purchase the 0.5 FTE of Faculty Time (20 hours/week) which time will be spent performing the following activities:

1. On behalf of the receiving agency:
  - a) Act as Associate Medical Director, to assist in the direction and administration of the Affiliate Medical Program and ensure that the medical / surgical policies and clinical standards established by the National Medical Committee of PPFA (NMC) and relevant federal, state and local laws are implemented and maintained. (Dr. Caryn Dutton).
  - b) Direct, coordinate and provide services to PPWI patients in family planning, colposcopy, and abortion, (Drs. Caryn Dutton, Laurel Rice, Sabine Droste, Barbara O'Connell, Maria Sandgren and Doug Laube).
2. On behalf of the sending agency:
  - a) Provide supervision and training for UW-Madison medical students and UWHC residents and fellows.

The activities described in 1 b) and 2 above will be carried on at the Comprehensive Reproductive Health Center in Madison.

The 2009 salary & benefits for 0.5 FTE = 1,040 hours @ \$150.00 :           \$ 156,000

# Attachment

## B

March 5, 2010

Mathew S. Bowman  
Alliance defense Fund  
801 G Street NW  
Suite 509  
Washington DC 20001

RE: Records request dated February 25, 2010

Mr. Bowman:

Medical residents from the University of Wisconsin Hospitals and Clinics Authority participate in training at the Planned Parenthood of Wisconsin (PPW) facility in Madison, WI. We enclose a copy of the current agreement of affiliation under which that training takes place. We previously supplied you with the predecessor agreement. UWHCA makes no payments to Planned Parenthood of Wisconsin.

1. UWHCA continues to pay its residents while they are in training at PPW. The prorata portion of their stipends and benefits for the time spent in training at PPW was:

Jan 2007 - Dec 2007 .....	\$ 21,149
Jan 2008 - Dec 2008 .....	\$ 19,301
Jan 2009 - Dec 2009 .....	\$ 18,428

Hours spent are reported quarterly so we do not yet have data for 2010.

No other students of UWHCA receive training at or otherwise assigned to work at PPW.

UWHCA has no relationship with any entity known as Madison Abortion Clinic.

2. UWHCA paid no expenses to PPW during 2007-2010.

UWHCA has no relationship with any entity known as Madison Abortion Clinic.

3. UWHCA does not budget or allocate amounts for training residents or students at PPW or at other training sites. UWHCA budgets and allocates funds for their entire training experience. The amounts paid for the time at PPW are included in the answer to Request #1 above.

UWHCA has no relationship with any entity known as Madison Abortion Clinic.

4. UWHCA provides malpractice insurance coverage for its medical residents during their entire training program through the Wisconsin Patient's Compensation Fund and commercial primary insurance. Only first year residents were in training at PPW during 2007 - 2009. For first year residents UWHCA does not pay an individual PCF assessment and does not purchase individual primary insurance. First year residents are covered under the hospital's PCF coverage for itself and its employees. There is no separate coverage for first year residents or for the time in training at PPW. There is no incremental cost to UWHCA for the coverage for first year residents.

Hours spent are reported quarterly so we do not yet have data for 2010.

No other students of UWHCA receive training at or otherwise assigned to work at PPW.

UWHCA does not pay for liability insurance for UW faculty.

UWHCA has no relationship with any entity known as Madison Abortion Clinic.

5. UWHCA paid no other costs associated with training residents at PPW from Jan. 2007 through Dec. 2009.

We believe that this is responsive to your request. To the extent this letter is a denial of your open records request, it may be subject to review by mandamus under Section 19.37 of the Wisconsin Statutes or upon application to the attorney general or district attorney.

Sincerely,



James C. Dechene  
Senior Vice President & General Counsel  
University of Wisconsin Hospitals and Clinics Authority

AGREEMENT FOR THE AFFILIATION OF  
PLANNED PARENTHOOD OF WISCONSIN, INC., WITH  
UNIVERSITY OF WISCONSIN HOSPITALS AND CLINICS AUTHORITY  
FOR THE TRAINING OF RESIDENTS

THIS AGREEMENT (Agreement) is made and entered into this 14th day of April, 2009 by PLANNED PARENTHOOD OF WISCONSIN, INC. (PPWI), and the University of Wisconsin Hospitals and Clinics Authority (UWHC), a public body corporate and politic created by the laws of the State of Wisconsin.

WHEREAS, UWHC conducts training programs for resident physicians, seeks varied sites for training resident physicians;

WHEREAS, UWHC desires that certain resident physicians receive training at PPWI ("Residents");

WHEREAS, PPWI is willing to be a training site for UWHC Residents;

THEREFORE, these parties agree as follows:

TERMS

1. Purposes, Term, and General Policy.

1.1 Purposes. The purpose of this affiliation is to support residency training opportunities at PPWI.

1.2 Term and Termination.

1.2.1 The initial term of this Agreement is from the above stated date through June 30, 2012. On each subsequent June 30, the agreement shall automatically renew for an additional year unless one party gives the other party one year's written notice of non-renewal.

1.2.2 The parties may terminate this Agreement at any time by written mutual consent or on at least six month's written notice to be effective on the following June 30. In the event of termination the parties will endeavor to complete any residency training programs. The parties will give special attention to avoiding hardships for Residents.

1.3 General Policy.

1.3.1 Departmental Basis for Residency Programs. As necessary or desirable, PPWI, through its Director of Medical Education, and the departmental Residency Program Director at UWHC may mutually agree to establish a specific departmental residency program. The departmental Residency Program Director and the Director of Medical Education for PPWI shall agree on the specific structure and content of such departmental residency programs and submit the developed program to the UWHC Senior Vice President/ Medical Affairs for approval.

1.3.2 Program Coordination. The UWHC Senior Vice President/ Medical Affairs shall have primary authority for the conduct of all educational programs involving Residents

at UWHC. The departmental Residency Program Director shall have primary authority over that entire departmental program, including any training received by Residents at PPWI. PPWI agrees to designate a physician from the University of Wisconsin School of Medicine and Public Health (UWSMPH) as the Director of Medical Education at PPWI to serve as coordinator of all educational activities at PPWI under this agreement.

1.3.3 Compliance with Legal and Accreditation Standards Each party, its employees, and professional staff shall conduct themselves in compliance with: all applicable federal and state laws, rules, and regulations; the rules, regulations, and standards of the United States Department of Health and Human Services, and the Wisconsin Department of Health Services; applicable institutional rules, policies, and procedures; and the standards of the Accreditation Council for Graduate Medical Education. Residents assigned to PPWI shall conduct themselves in compliance with the rules, regulations and standards of Planned Parenthood Federation of America while engaged in activities at PPWI within the scope of their training program.

1.3.4 Program Review. Appropriate representatives of the parties, as identified in Section 1.3.2 of this Agreement (the departmental Residency Program Directors and the Director of Medical Education at PPWI or his or her designee), shall meet, as necessary and at least once a year, in order to review departmental program agreements, program coordination, program objectives, program budgets, and other matters related to the programs established for Residents by this Agreement.

## 2. Clinical Faculty and Staff.

2.1 Supervision of Residents while at PPWI shall be by physicians who have UWSMPH faculty appointments and are members of the medical staff at PPWI, or, at the specific direction of the Director of Medical Education at PPWI, by other licensed PPWI physicians.

## 3. Status of Residents and Students.

3.1 Because the major purpose of this Agreement is to support Resident training, the parties expressly intend that this Agreement be construed in accordance with such declared purpose.

3.2 Residents sent to PPWI from UWHC are UWHC employees. Each Resident retains his or her original employment status regardless of the site at which he or she receives training.

3.3 The parties recognize that PPWI has duties and obligations to all physicians admitted to its medical staff and permitted to practice at its institutions. The parties also recognize that PPWI must establish rules, regulations, and policies concerning the practice of medicine at its institutions. The parties agree that with this Agreement they do not intend to:

i) substitute the activities of Residents for the performance of patient services by medical staff at PPWI; or

ii) create any obligation for or to authorize control by PPWI over UWHC's Residents beyond that control which PPWI exercises over other health care providers employed by and practicing at PPWI.

The departmental Residency Program Director shall exercise primary control over the activities of UWHC Residents, as appropriate, during training periods at PPWI.

#### 4. RESIDENTS - Assignment, Rights and Responsibilities, and Performance Evaluation.

4.1 Assignment. UWHC is responsible for assigning Residents to programs based at PPWI. With regard to each Resident who participates in PPWI's programs, UWHC is responsible for:

4.1.1 Sending only those Residents for training who meet all requirements and qualifications and who agree to follow PPWI institutional rules and regulations;

4.1.2 Submitting to appropriate PPWI officials, three (3) months before the beginning of the academic year, the beginning and ending dates of the training period for each Resident and that Resident's assigned area;

4.1.3 Notifying Residents of their assignments;

4.1.4 Providing documentation that each Resident has successfully received the following immunizations, tests, and training:

4.1.4.1 Cardiopulmonary resuscitation training and

4.1.4.2 A tuberculin test and those immunizations to which the parties mutually agree;

4.1.4.3 The drug screening routinely performed by UWHC.

4.1.5 Providing Residents with appropriate training in occupational safety and health.

4.1.6 Providing PPWI with documentation of compliance with the Wisconsin caregiver background check requirements for the Residents.

#### 4.2 Rights and Responsibilities of Residents.

4.2.1 Residents assigned to PPWI shall comply with the applicable bylaws, rules, regulations, and policies of PPWI.

4.2.2 UWHC Residents who fail to conform to the bylaws, rules, regulations, or policies of PPWI, or whose performance is unsatisfactory in the opinion of the appropriate program officials, or whose health status prevents successful completion of a training assignment may be terminated from an assignment to PPWI through the following procedure:

The Director of Medical Education for PPWI shall first attempt to achieve an informal resolution of the problem. If this informal resolution is unsuccessful, the Director of Medical Education for PPWI will inform the departmental Residency Program Director about the problem. The Director for Medical Education at PPWI will make a recommendation to both the individual Resident and the departmental Residency Program Director about the Resident's continued participation in the training program at PPWI

accompanied by a written statement of reasons for the recommendation. The individual Resident shall have an opportunity to meet (in person or by teleconference) with the departmental Residency Program Director to respond to the written statement of the Director of Medical Education. Following this response (or the opportunity for a response), the departmental Residency Program Director shall make a final decision, in consultation with the Director of Medical Education at PPWI, about the Resident's continued participation in the training program at PPWI. No Resident may continue to participate in the training program at PPWI, however, without the consent and approval of the Director of Medical Education.

The above procedure does not preclude PPWI from immediately suspending the assignment of a Resident to a PPWI program if such action is necessary to safeguard patient care. In such a case, the Resident will be entitled to the procedure described above following his or her suspension.

**4.3 Performance Evaluation.** Clinical faculty for the teaching programs at PPWI, in accordance with the rules, regulation, and procedures of UWHC, shall provide timely reports evaluating the performance and progress of UWHC's Residents assigned to PPWI.

**5. PPWI's Responsibilities for Resident Assignment, Orientation, and Supervision** It is PPWI's responsibility to:

5.1 Advise appropriate officials at UWHC of the number of Residents that PPWI can accommodate;

5.2 Conduct orientation programs to acquaint Residents with PPWI's facilities, faculty and staff, bylaws, rules, regulations, policies, procedures, and the particular individuals and groups with whom the Residents will be working;

5.3 Maintain administrative and professional supervision of Residents insofar as their presence and program assignments affect the operations of and patient care at PPWI.

**6. Numbers of Residents and Notice Regarding Change** The parties will mutually agree on the numbers of Residents trained each year at PPWI no later than four (4) months prior to the beginning of any program period.

To facilitate planning for participation in the residency matching process, UWHC and PPWI agree to notify each other before January 1 if either one intends to reduce the number of Residents that it will accept the following July 1.

**7. Clinical and Program Facilities** UWHC and PPWI each agree to provide the following facilities for the educational programs established by this Agreement:

7.1. Adequate facilities to fulfill the purposes of this Agreement;

7.2. Space for and access to reference materials for Residents;

**8. Independent Relationship** None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship of the parties other than that of independent entities contracting with each other solely for the purposes of effecting the provisions of this Agreement. None of the parties or any of their officers, directors, employees, or agents shall

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be construed to be the agent, employee, or representative of any other party. This Agreement shall not be deemed a joint venture. As independent parties, PPWI and UWHC each shall maintain separate and independent management. Each party also has full, complete, absolute, and sole authority over, as well as responsibility for, its own operations. No party shall have any direction or control over the manner in which any other party performs its obligations.

9. Recruitment and Appointment of Clinic and Authority Residents The recruitment and appointment of qualified graduates of medical schools to positions as Residents employed by UWHC shall be the sole responsibility of UWHC.

10. Liability Coverage. UWHC is covered by the Wisconsin Injured Patients and Families Compensation Fund ("PCF"), established under Chapter 655, Wisconsin Statutes, for professional malpractice liability of UWHC and its Residents. UWHC shall provide and maintain the primary liability coverage required by the PCF in compliance with PCF requirements. UWHC shall make such payments as may be required to maintain PCF requirements.

PPWI shall promptly advise the CEO of UWHC, or his or her designee, in the event it has reason to believe a claim may exist against UWHC or any of its agents or employees for services performed under this Agreement.

11. Public Reference to the Affiliation. The parties agree to obtain the written approval of the CEO of the other party before referring to the other party in any publication, website, release or other materials.

12. No Mutual Indemnification. The parties agree that each party is and shall be solely responsible for any claim or damage resulting from its own negligence, acts, or omissions. This Agreement shall not be construed to require any party to indemnify any other party from its own negligence, acts, or omissions.

13. Nondiscrimination. The parties shall not discriminate in their training or education of any person or in the conditions of training or education or in other actions taken as a result of this Agreement by reason of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities.

14. Entire Agreement; Modifications. This Agreement contains all terms among the parties and may be amended only in writing and if signed by all parties.

15. Severability. Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

16. Assignment. Nothing in this Agreement shall be construed to permit the assignment by the UWHC or PPWI of any rights or obligations hereunder, and such assignment by a party is expressly prohibited without the prior written consent of the other parties.

17. Notice. Notice to any party must be in writing, signed by the party giving the notice, and shall be deemed given when mailed, postage prepaid, by United States Postal Service first class, certified, or express mail or hand delivered to the parties at the following addresses:

To UWHC: University of Wisconsin Hospitals and Clinics Authority  
President & CEO  
Room H4/810 Clinical Sciences Center  
600 Highland Avenue  
Madison, WI 53792

To PPWI: Planned Parenthood of Wisconsin, Inc.  
Chief Executive Officer  
302 North Jackson Street  
Milwaukee WI 53202

18. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any legally enforceable right on any party other than UWHC and PPWI.

19. Paragraph Headings. The paragraph headings in this Agreement exist only for ease of reference and do not limit, modify, construe, or interpret any provisions of this Agreement.

The duly authorized representatives of the parties sign this Agreement in acknowledgment of the terms and conditions that it contains.

For Planned Parenthood of Wisconsin, Inc.:

Teri Huyck  
Print name: Teri Huyck  
Print Title: Chief Executive Officer

date: 4-14-09

For the University of Wisconsin Hospitals and Clinics Authority:

Donna Katen-Bahensky  
Print name: Donna Katen-Bahensky  
Print Title: President & CEO

date: 4/14/09

# Attachment

## C



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## Patrick McIlheran

# Think you're smarter than UW docs?

Posted: March 27, 2010 | [\(10\) Comments](#)

The pro-lifers thought they had the University of Wisconsin dead to rights, breaking the laws that keep your government out of the abortion business. The pro-lifers had e-mails, contracts, the diagram of entanglements between the university's medical school and Planned Parenthood's Madison abortuary.

Fools. Who precisely did these pro-lifers think they were dealing with? The university knows its way around the law. And over, under and behind it, too.

The matter does look pretty straightforward. Wisconsin has two related laws, one saying that the state, its subdivisions and agencies shall spend "no funds" for "the performance of an abortion." The other says no state support can go to any group that "promotes, encourages or counsels in favor of abortion services."

At the UW med school, students training to be gynecologists learn abortions at Planned Parenthood. Nor is it just students: Medical residents, who are *paid for their work*, wield the forceps, too. UW faculty supervise this.

"They're basically training future abortionists by sending them to Planned Parenthood," said Virginia Zignego, Pro-Life Wisconsin spokeswoman. The group knew about the rotation for years, said Zignego, but learned the monetary details via an open records request.

"UWHC has been paying for the rotation to date. We will continue to do so. Please let Planned Parenthood know," reads [one of the obtained e-mails](#), by Carl J. Getto, for instance. He's the medical school's associate dean of hospital affairs.

"That, to me, is a direct violation of state law," said Zignego, and her group's legal help thinks so, too. Matt Bowman of the Alliance Defense Fund, a public-interest law firm, said that on its face, it looks like a state agency is doing what has been illegal since 1977.

This is no minor point. Aside from the legality of abortion, about which society seems to have settled into a detente, there are laws that keep that detente from breaking into war. One is the funding ban. Lots of people don't want their money nor their public institutions complicit in something they regard as contract murder.

"The encouragement and subsidy of nontherapeutic abortions&ensp.&ensp.&ensp.&ensp is not in the best interests of the people and does not serve the common good," the [Legislature said](#) in passing that law.

When I called UW, spokeswoman Lisa Brunette replied, pleasantly. No, she said, no laws are broken. The faculty are reimbursed by Planned Parenthood, while the residents are paid not by the university but by the University of Wisconsin Hospital and Clinics - the UWHC Getto referred to. It, said Brunette, isn't a state agency. It is a state-created public authority.

That means that UW Hospital gets certain benefits of being a state agency, say legal experts I checked with, while funding itself from patient fees. The university is probably correct: It's teaching abortions, but the money comes from a public authority, not taxpayers. Though the experts said this wasn't a sure thing. And, Bowman point out, the law bans the use of any state agency funds - not just those from taxpayers.

Then again, Bowman isn't a district attorney. He can't prosecute. So there. UW 1, pro-lifers, zip.

Of course, in passing that law, the Legislature plainly was worried not just about the state's money but its good name. That name is worth something, particularly to UW Hospital. You'll notice it doesn't bear some faked-up hospital-chain name but that of the university whose reputation was very much taxpayer funded.

Those taxpayers are obstreperous. They complained last year when, after Madison's premier abortionist quit, university doctors said they'd take his place, getting around that law by committing abortions on their own time.

Now the school's having to run for daylight around laws again - your inconvenient laws imposed on a medical school where the obstetrics chairwoman wrote to Planned Parenthood on UW letterhead to say, "The provision of abortion care is so central to my commitment to health care and leadership in the department, I will personally start to provide abortion care" at the group's clinic.

Cultures clash, and what's a school to do? Find an asterisk. Don't like it? Tough. They outsmarted you.

Now, before you go about your business, your university would like to talk to you about the size of next year's appropriation&ensp.&ensp.&ensp.&ensp

*Patrick McIlheran is a Journal Sentinel editorial columnist. E-mail [pmcilheran@journalsentinel.com](mailto:pmcilheran@journalsentinel.com)*

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1. [Rational Observer - Mar 27, 2010 10:04 PM](#)