

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>

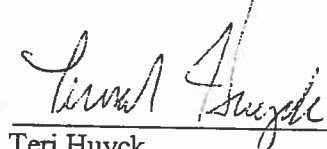
	proceedings, claims, demands, investigations, fees, costs, expenses (including reasonable attorneys' fees) and liabilities arising from negligent training and supervision by a faculty member or arising from treatment provided by the sending agency or any of its faculty members to the receiving agency's 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

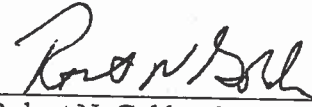
PLANNED PARENTHOOD OF WISCONSIN, INC.

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

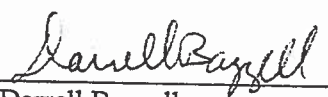
12/16/08  
 Date

  
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 Teri Huyck  
 Chief Executive Officer

12/18/08  
 Date

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

12/16/08  
 Date

  
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 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