ONE HUNDRED FOURTEENTH CONGRESS

Congress of the United States

House of Representatives

COMMITTEE ON ENERGY AND COMMERCE

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WASHINGTON, DC 20515–6115

Majority (202) 225–2927
Minority (202) 225–3641

June 23, 2016

VIA EMAIL

The Honorable Hector H. Balderas, Jr.
Attorney General of New Mexico
408 Galisteo Street
Villagra Building
Santa Fe, NM 87501

Dear Attorney General Balderas:

On October 7, 2015, the U.S. House of Representatives passed H. Res. 461, which created the Select Investigative Panel (the "Panel") and empowered it to conduct a full and complete investigation regarding the medical practices of abortion providers and the practices of entities that procure and transfer fetal tissue. The Panel's work implicates 42 U.S.C. § 289g-2, which forbids the transfer of fetal tissue for valuable consideration.

Section 289g-2 requires that safeguards be in place, including a concern that too close a relationship might be formed between an abortion clinic and researchers. In the course of its inquiry, the Panel uncovered just such a relationship between the University of New Mexico ("UNM") and Southwestern Women's Options ("SWWO"), a clinic located one mile from UNM that provides abortions through all three trimesters of pregnancy. We understand that SWWO is the sole provider of fetal tissue to UNM.

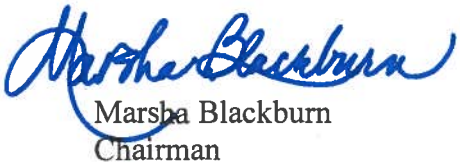
Through its investigation, the Panel has discovered that personnel within UNM's hospital and medical school have aggressively engaged in expanding abortion in New Mexico through the offices, personnel, and resources of UNM. In particular, leadership personnel at UNM: (1) expanded UNM's role in training new abortion doctors; (2) expanded UNM's referral for abortion services to outside clinics, including the clinic from which it obtained fetal tissue; (3) initiated the practice of sending UNM faculty and residents to an abortion clinic during its transition from one owner to another; (4) expanded the faculty of UNM by providing "volunteer faculty" status to local abortionists; (5) supplied residents and fellows to perform abortions for SWWO during the period that UNM was obtaining fetal tissue from that clinic; and (6) leveraged their status to organize UNM

employees and students for partisan political activities. UNM has stated that the fetal tissue transferred from SWWO is of great value to its research department.

Additionally, documentation obtained by the Panel in the course of its investigation reflects that the transfer of fetal tissue from SWWO to UNM for research purposes is a systematic violation of New Mexico's *Jonathan Spradling Revised Uniform Anatomical Gift Act* (*Spradling Act*). **These violations occurred as UNM personnel procured fetal tissue from patients at SWWO for research by UNM entities.**

A detailed report accompanying this letter describes the Panel's discovery that transfers of value to SWWO from UNM occurred within a context of aggressive abortion advocacy. We appreciate your swift attention to the serious and systematic violations of law committed by the University of New Mexico and Southwestern Women's Options. If you have any questions about this request, please contact Frank Scaturro, at (202) 225-2927, Frank.Scaturro@mail.house.gov, or Mary Harned, at (202) 480-7160, Mary.Harned@mail.house.gov.

Sincerely yours,



Marsha Blackburn
Chairman
Select Investigative Panel

Attachment(s)

cc: The Honorable Jan Schakowsky, Ranking Member
Select Investigative Panel

The Honorable Susana Martinez
Governor of New Mexico

The Honorable John A. Sanchez
Lieutenant Governor of New Mexico

The Honorable Steve Pearce
Second Congressional District, New Mexico

Criminal Referral to the Attorney General of New Mexico

I. BACKGROUND: THE UNIVERSITY OF NEW MEXICO BECOMES AN ABORTION PROVIDER

Before 2000, neither the University of New Mexico ("UNM") Hospital nor any of its clinics offered abortions except in limited circumstances. Abortions were not performed except in rare cases of fetal anomaly or certain threats to a pregnant woman's health—and then only in the hospital's labor and delivery or operating rooms. When abortions were performed, nursing personnel and anesthesiologists were often unwilling to participate.[1]

UNM's practice changed dramatically following the efforts of an abortion policy committee—largely spearheaded by *Doctor #1* and *Doctor #2*, respectively faculty members of the university's departments of Obstetrics and Gynecology ("Ob/Gyn") and Family Medicine—to have UNM become a provider of abortions beyond the former limited circumstances.[2] The doctors' objective met with opposition from upper-level UNM Hospital administrators, who told them, among other things, that UNM policy prohibited abortions at university clinics, that the hospital would not subsidize abortion, and that nurses would not want to participate in any aspect of abortion.[3] Over the course of about a year and a half, the doctors pressed ahead with their agenda, disregarding the admonitions of administrators and reservations of most of the hospital staff who did not wish to be implicated in abortion practice. In 2002, the doctors succeeded in introducing medical abortion—through the use of mifepristone, or RU-486—into UNM clinics.[4]

This advocacy did not occur as an initiative of activist faculty only. A grant from an outside abortion advocacy foundation provided funding to promote the expansion of abortion at UNM.[5]

The doctors then pressed further, against additional resistance by administrators, until they successfully introduced surgical abortion into UNM clinics. To do this they overrode objections of clinic staff, despite acknowledging that such opposition "may be intense, particularly due to the more extensive patient interaction required for surgical procedures and the increased complexity of the procedure." By that point, however, the doctors, whose salaries are paid by the taxpayers of New Mexico, were disinclined to accommodate such moral qualms, dismissively writing in a published article that while they "anticipate hiring dedicated nurses and support staff . . . . abortion opponents have limited rationale to prevent MVA [manual vacuum aspiration] for pregnancy termination."[6]

Today, UNM Hospital performs surgical abortions for any reason through 25 weeks gestation. At or beyond 24-25 weeks gestation, "pregnancy termination will be considered on a case-by-case basis for maternal or fetal reasons."[7] UNM also refers patients to Southwestern Women's

[1] Redacted footnote—see key, attachment 1 at 84-85.
[2] *Id.*
[3] *Id.* at 86-87.
[4] *Id.* at 87-88.
[5] The Susan Thompson Buffett Foundation 990-PF report excerpts, attachment 2.
[6] Attachment 1 at 88.
[7] UNM Health Sciences Center, Second Trimester Pregnancy Termination, D&E and induction of labor, UNM01685, attachment 3.

Options ("SWWO") for late-term abortions. Surgical or medical abortions at UNM are performed during the first trimester, with medical abortions offered up to 10 weeks gestation.[8] Abortions performed during the second trimester are either dilation and evacuation (D&E) or induction of labor.[9] At the UNM Center for Reproductive Health, surgical abortions are offered from the time when a pregnancy is first identified through 22 weeks gestation. Medical abortions are offered under 9 weeks gestation.[10]

The doctors who introduced UNM's practice of medical and surgical abortion simultaneously applied for educational training grants under which both faculty and students at UNM were trained to become abortion providers.[11] Such grants were provided by various entities, including the Center for Reproductive Health Education in Family Medicine for Family Medicine residents and the Kenneth J. Ryan Residency Training Program for Ob/Gyn residents. The grants were funded by the Susan Thompson Buffett Foundation.[12]

II. THE RELATIONSHIP BETWEEN UNM AND NEW MEXICO'S ABORTION CLINICS

A. UNM provides doctors for Southwestern Women's Options

The doctors of UNM's Ob/Gyn department, with financial support from the Susan Thompson Buffett Foundation, formed the UNM School of Medicine Fellowship in Family Planning ("UNM Fellowship"), which served as the vehicle by which UNM medical residents were deployed to the nearby Albuquerque abortion clinics, specifically, SWWO and Planned Parenthood, to provide abortions at those facilities. While, like any university fellowship, the UNM Fellowship had an educational purpose, its "major goal" was to send UNM doctors to SWWO in order to "give additional volume of 2nd trimester abortions" under the supervision of *Doctor #3* at SWWO.[13]

The Select Investigative Panel (the "Panel"), through its investigation, obtained two of UNM's contracts with SWWO, both of which provide for UNM residents to supply staffing at the clinic. One contract is a single-page "program letter of agreement" covering July 1, 2011, to June 30, 2012. It was not signed until January 2012, and the sole UNM signatory was the program director of UNM's Family Medicine Residency Program.[14] The other contract totals two pages, covers the two-year period beginning July 1, 2014, and describes assignments by which UNM fellows would perform abortion procedures at SWWO in two "two-week rotations."[15] The sole UNM signatory to this contract was the director of the Fellowship in Family Planning, *Doctor*

[8] UNM Health Sciences Center, Medical Abortion, UNM01681, attachment 4; UNM Health Sciences Center, Management of Very Early Pregnancy Medical and Surgical Abortion, UNM01689, attachment 5.
[9] Second Trimester Pregnancy Termination, attachment 3.
[10] UNM Center for Reproductive Health, Management of Very Early Pregnancy Medical and Surgical Abortion, UNM01065**,** attachment 6; UNM Center for Reproductive Health, Abortion Care, *available at* http://www.unmcrh.org/abortion-care/ (last visited June 22, 2016).
[11] Attachment 1 at 85-86.
[12] *Id. See also* attachment 2.
[13] UNM-SWWO agreement signed by *Doctor #1* and *Doctor #3*, June 2, 2014, UNM03417-UNM03418 (hereinafter "2014 UNM-SWWO agreement"), attachment 7.
[14] UNM-SWWO agreement signed Jan. 5 and Jan. 7, 2012, UNM03419, attachment 8.
[15] 2014 UNM-SWWO agreement, attachment 7.

#1. UNM policy confers signature authority for university contracts on UNM's president, chancellor for health sciences, or certain deans at the medical school by delegation. Neither of UNM's signatories in 2012 or 2014 was one of the deans with delegable signature authority under university policy, and neither contract indicates that it was reviewed by a contract review officer in the University Counsel's Office, a review which is also required by UNM's Administrative Policies and Procedures Manual.[16]

Since the time when opposition to participating in abortion procedures was the predominant view of UNM medical staff, the culture appears to have changed—along with the composition of UNM hospital and clinic personnel—to one aggressively in favor of the expansion of abortion. *Doctor #1*, *Doctor #4*, and other UNM medical faculty members engage in political fundraising and lobbying for an expansion of abortion services and public funding in support thereof—activities in which UNM students are encouraged to participate.[17] Meanwhile, the once-majority view among UNM medical personnel appears to have been marginalized, if not punished outright. In January 2016, a medical student filed a lawsuit against the UNM Board of Regents alleging that he was referred to a disciplinary committee by *Doctor #1* and sanctioned by UNM for posting his personal views against abortion on his Facebook page, despite the fact that the posts did not mention UNM.[18]

During the summer of 2015, after the disclosure of undercover videos prompted national news coverage of the practices of abortion clinics and tissue procurement companies with respect to the handling and possible sale of fetal tissue, UNM fell under increased scrutiny. Members of the New Mexico state legislature began to investigate UNM's relationship with SWWO and the handling of fetal tissue, as did a private organization, the New Mexico Alliance for Life, and the *Albuquerque Journal*.[19]

In a terse letter from *Doctor #1* to *Doctor #3* dated December 14, 2015, the UNM Fellowship program at SWWO was terminated, despite the fact that more than six months remained under the two-year contract signed in 2014.[20] It is difficult to dispute that the timing of UNM's decision was related to the various investigations. Although UNM officials denied that the investigations prompted the program termination and disputed that SWWO had benefited from

[16] *See* Regents' Policy Manual, Section 7.8: Signature Authority for Contracts; Administrative Policies and Procedures Manual, Section 5.2, attachment 9; University Business Policy 2010 Exhibit B2, Attachment 10. In contrast, UNM's 2012 and 2013 contracts with Planned Parenthood do include signed approvals by a contract review officer. *See* 2012 UNM-Planned Parenthood agreement, attachment 11 at 8; 2013 UNM-Planned Parenthood agreement, attachment 12 at 9.

[17] *Doctor #1* hosts such fundraisers at her house. *See* redacted footnote—see key. Both *Doctor #1* and *Doctor #4* have conducted lobbying activities on behalf of the American Congress of Obstetricians and Gynecologists ("ACOG"). Numerous faculty and students have joined them at ACOG events. *See* ACOG Legislative activities update (May 2013) screenshot, attachment 13 (noting an ACOG event attended by 60 "Fellows, Junior Fellows, and medical students").

[18] *Hunt v. Board of Regents of the University of New Mexico*, No. D-202-CV-2016-00143, at 2, 6, 8-10 (N.M. Dis. Ct., Bernalillo Co., Jan. 15, 2016).

[19] Colleen Heild, "UNMHSC Halts Training at Private Abortion Clinic," *Albuquerque Journal*, Dec. 20, 2015, at A1.

[20] Letter from *Doctor #1* to *Doctor #3*, Dec. 14, 2015, UNM03429, attachment 14.

the program, the 2014 agreement explicitly stated that its "major goal" was of benefit to SWWO—namely, to "give additional volume of 2nd trimester abortions" at the clinic.[21]

B. UNM provides doctors for Planned Parenthood

UNM's contracts with Planned Parenthood differed from its contracts with SWWO. The Planned Parenthood contracts obtained by the Panel, which cover the years 2012 and 2013, are referred to as "house officer affiliation agreements" and contain eight pages that provide details of the "close working relationship between the University" and Planned Parenthood, largely in the form of providing resident UNM physicians to staff the clinic. Although the contracts covered the same Planned Parenthood location in Albuquerque, the contracting Planned Parenthood business entity changed from Planned Parenthood of New Mexico to Planned Parenthood of the Rocky Mountains, a Colorado corporation, in 2013. This reflected a change in ownership of the clinic. Consistent with UNM's policy regarding signatory authority,[22] and in contrast to the SWWO contracts, an associate dean of graduate medical education at UNM signed the Planned Parenthood contracts on the university's behalf.[23]

Pursuant to its contract, UNM continues to staff the Albuquerque Planned Parenthood location with doctors from its Ob/Gyn department. Attached as an illustration of this relationship is a schedule generated by the department for the month of May 2016 detailing rotations at the clinic for staff physicians.[24]

C. UNM faculty status for SWWO personnel

Most of the doctors employed on the staff of SWWO also have what are described as "volunteer faculty" positions at UNM. *Doctor #3* is a clinical assistant professor in the Ob/Gyn department.[25] *Doctor #5* transitioned from employment at UNM to employment at SWWO and is a visiting instructor in the UNM Ob/Gyn department.[26] *Doctor #6* is a clinical assistant professor in the Family Community Medicine department while being employed by SWWO.[27]

Although as volunteers these SWWO physicians are not paid a salary by UNM, they do receive substantial benefits for their faculty status. For example, they receive "New Mexico Tort Claims Act professional liability insurance coverage provided to university employees" that is "extended to provide coverage for the duties and activities performed by the individual Volunteer Faculty

[21] *Compare* Heild, *supra* note 19; 2014 UNM-SWWO agreement at UNM03417, attachment 7. The New Mexico Alliance for Life claimed the real reason for the program termination was its own work exposing the violation of university policy by the agreement. Redacted citation—see key.
[22] *See* University Business Policy 2010 Exhibit B2, attachment 10.
[23] UNM-Planned Parenthood of New Mexico, Inc., House Officer Affiliation Agreement, June 13, 2012, attachment 11 at 1; UNM-Planned Parenthood of the Rocky Mountains House Officer Affiliation Agreement, June 10, 2013, attachment 12 at 1.
[24] *See* UNM staff rotations at Planned Parenthood, May 2016, see key, attachment 15.
[25] *Doctor #3*, UNM online directory, attachment 16.
[26] *Doctor #5*, UNM online directory, attachment 17.
[27] *Doctor #6*, UNM online directory, attachment 18.

members," provided that such activities were assigned to them by the department chairperson and that no other insurance covers such activities.[28]

As volunteer faculty, these SWWO doctors also are entitled to a list of benefits at UNM that include the following:

> **HEALTH SCIENCES CENTER LIBRARY**—Access the HSC Library's online databases and extensive collection of over 600 full-text online journals check-out privileges; and educational classes
>
> **NEW MEXICO EDUCATORS FEDERAL CREDIT UNION**—membership
>
> **JOHNSON CENTER**—Facilities include the main and auxiliary gyms, handball courts, weight room, tennis courts and Olympic-size pool
>
> **ATHLETIC EVENTS**—50% discount on two season tickets for football, and men's or women's basketball games
>
> **POPEJOY CULTURAL SERIES**—discounts on event tickets
>
> **MUSEUMS**—Free admission to the Fine Arts Museum, Maxwell Museum of Anthropology, Geology Museums, Student Art Gallery, and Museum of Southwestern Biology
>
> **LIBRARIES**—Access to the Law Library on North Campus. The libraries on main campus include: Zimmerman Library, Fine Arts Center, Parish Library in the Graduate School of Management, Tireman Learning Materials Library in the Educational Complex and Centennial Science/Engineering Library
>
> **UNIVERSITY PRESS**—Publications may be purchased at a discount at UNM bookstores
>
> **GOLF**—Reduced rates on quarterly/annual memberships for the 9-hole course. Discounts of the 18-hole Championship course may be available.
>
> **RECREATIONAL EQUIPMENT**—Nominal fees to rent tents, camping gear, backpacks, snowshoes, cross-country skis, volleyball sets, etc.[29]

From documents obtained by the Panel, there is also a question whether benefits such as access to UNM library items are enjoyed by SWWO employees who are not known to be UNM faculty members, whether because they were directly provided such access by UNM or because a

[28] Volunteer Faculty Professional Liability Insurance Extension of New Mexico Tort Claims Act, UNM03399, attachment 19.
[29] UNM School of Medicine, Volunteer Faculty Benefits, SWWO001234-SWWO001235, attachment 20.

coworker at SWWO who is also a faculty member provided them such access from their accounts.[30]

Apart from the UNM fellowship terminated at SWWO in December, the Panel is unaware that any of the UNM volunteer faculty members employed by SWWO provide any teaching or other academic services to UNM in exchange for the benefits provided by UNM. UNM does, however, continue to receive one substantial benefit from SWWO: fetal tissue.

D. SWWO is the sole provider of aborted infant tissue to the University of New Mexico Health Sciences Center ("UNMHSC")

Since 1995, SWWO has served as UNMHSC's[31] only source of aborted infant tissue for research purposes.[32] Further, UNMHSC asserts that "[t]he tissue is donated at no cost to UNMHSC and it is picked up at the clinic by UNMHSC staff. UNMHSC does not purchase or sell fetal tissue, nor does it transfer fetal tissue in exchange for any other valuable consideration."[33]

According to UNM's Human Research Review Committee, "[w]omen undergoing elective termination of pregnancy are consented by Southwest Women's Options clinic, and can elect to have tissue used for research . . . . No interaction between women undergoing the procedure and [UNM] laboratory personnel occurs."[34]

Laboratory notes produced to the Panel reveal that a UNMHSC employee has collected aborted infant tissue from SWWO an average of 39 times a year since 2010.[35] Organs harvested include brain/head, heart, lung, eyes/retina, kidney, spleen, adrenal gland, intestines, bone marrow, and stomach.[36] At least some infants were administered digoxin; however, by July 2015 digoxin was only administered to infants "20wks+."[37]

The notes contain information on aborted infants whose gestations ranged from approximately 11.5 to 30.5 weeks, with many in the 14 to 18 week range. At least 20 aborted infants were past 20 weeks gestation.[38] The infants described include twins with "clubbed feet" aborted at 16

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[30] *See, e.g.*, email correspondence of Feb. 16, 2016, in which *Doctor #5*, a UNM faculty member, provides an article to *Doctor #7*, an SWWO employee not known to be on the UNM faculty, after the latter noted, "Once again, I'm having problems accessing the UNMHC [sic] library system." SWWO001246, attachment 21.

[31] "UNMHSC is the only academic medical center in the State of New Mexico . . . . Its revenue totals over $1.6 billion per year." UNM letter and Second Submission to House Select Panel, Feb. 16, 2016, attachment 22 at 2.

[32] UNM Document, UNM00560, attachment 23; UNM First Submission to House Select Panel, Jan. 29, 2016, attachment 24 at 1; UNM Second Submission to House Select Panel, Feb. 16, 2016, attachment 22 at 1; UNM Response to House Select Panel Subpoena, Mar. 3, 2016, attachment 25 at 1; SWWO letter responding to subpoena, Feb. 12, 2016, attachment 26 at 1, Appendix A.

[33] UNM Second Submission, attachment 22. *See also* SWWO letter responding to subpoena, attachment 26 at 1, Appendix A; UNM Response to House Select Panel Subpoena, attachment 25.

[34] UNM Study Document, UNM00790, attachment 27.

[35] *See* Procurement notes, UNM00004-UNM00052, attachment 28 (Approximation: 2010–43 days; 2011–25 days; 2012–45 days; 2013–49 days; 2014–41 days; 2015–33 days). *See also* UNM Response to House Select Panel Subpoena, attachment 25 at 2-3 ("UNMHSC has employed one lab assistant since January 1, 2010 who picks up fetal tissue from Southwestern Women's Options and travels to the clinic for that purpose.")

[36] *See* Procurement notes, attachment 28.

[37] *Id.* at UNM00049.

[38] *See* Procurement notes, attachment 28.

weeks gestation,[39] a 22.5 week aborted infant with Down Syndrome,[40] 20 week aborted twins with intact brains,[41] a 25.3 week aborted female infant with an orofacial cleft,[42] and a 30.5 week aborted "intact" infant.[43] The remains of these and hundreds of other aborted infants were collected from SWWO by UNMHSC staff and then taken to UNMHSC for use in research.

As recently as May 5, 2015, *Doctor #3* of SWWO wrote a letter to UNM detailing a desire to continue to provide aborted infant tissue for research: "This letter reconfirms my ongoing assistance and support for your research involving human fetal tissue. I have reviewed and been kept updated on your research and feel that the use of fetal tissue continues to be appropriate for your studies. Therefore, I will continue to facilitate your collection of samples from my clinic, following the usual inspection of the tissue."[44] The Panel has no information to suggest that SWWO has ceased providing aborted infant tissue to UNMHSC.

E. UNMHSC performs research using tissue from infants aborted at SWWO and shares the tissue with other research entities

The tissue transferred from SWWO to UNM is of substantial value. According to UNM, "[s]ome of UNMHSC's most significant discoveries have arisen from its research involving fetal tissue."[45] The university claims that their collaboration with SWWO is integral to their research: "improved neonatal care and infant outcomes . . . . would not have occurred without the translational research efforts of the DREAM [Developmental Research, Education, and Mentoring Laboratory within UNM's Division of Neonatology] Lab in collaboration with [redacted] and the providers at Southwest Women's Options."[46] One example of such collaboration between UNM and SWWO was illustrated in a letter in which *Researcher* wrote to *Doctor #3* that "we realized how valuable it would be to be able to match the individual patient's blood to the fetal tissue obtained. . . . we would need your help in matching the blood to the fetal tissue."[47]

In a July 22, 2015, letter to New Mexico legislators, *Doctor #8* described five studies using aborted infant tissue conducted or being conducted by a neonatologist in the Department of Pediatrics.[48] Further, *Researcher* has published at least eight studies which used tissue from aborted infants.[49] Documents provided to the Panel list eighteen (18) studies conducted in collaboration with SWWO since 1995.[50]

The procurement notes provided to the Panel by UNM further confirm their acquisition of aborted infant tissue from SWWO for research purposes. References to specific studies were

[39] *Id.* at UNM00019.
[40] *Id.* at UNM00041.
[41] *Id.*
[42] *Id.* at UNM00024.
[43] *Id.* at UNM00006.
[44] May 5, 2015, Letter from *Doctor #3* to UNM, UNM01086, attachment 29.
[45] UNM letter to Panel, attachment 22 at 2.
[46] UNM Document, UNM00560, attachment 23; UNM Documents, UNM00812 & UNM01105, attachment 30.
[47] UNM Document, UNM00562, attachment 31.
[48] *Doctor #8* letter to New Mexico legislators, Jul. 22, 2015, attachment 32 at 3-4.
[49] Redacted footnote—see key.
[50] UNM Documents, UNM00768, UNM00815, & UNM01059, attachment 33.

written in the notes along with lists of infant parts harvested. The lab tech wrote in May 2012 that someone from UNMHSC "asked clinic for digoxin treated tissue 24-28 weeks for methylation study + because [redacted] wants whole, fixed brains to dissect w/ **summer camp students**. Clinic est. 27 and 28 weeks."[51]

While *Researcher* with the DREAM Lab appears to have conducted most of the research using aborted infant tissue, UNM claims to have "identified eleven (11) medical students or residents and eight (8) faculty members who participated in fetal tissue research but who may not be named in published articles."[52] Further, documents produced to the Panel indicate that the Pediatrics and Neonatology departments sometimes partner with researchers from other departments as well.[53]

UNMHSC also shares tissue that it acquires with other researchers, including "one researcher . . . at the University of South Florida (previously worked at University of Alabama, Birmingham and University of Illinois, Chicago)," "the University of Ottawa in Canada (previously worked at University of Edmonton)," and "at the University of California San Francisco."[54] UNMHSC states that "no consideration is exchanged for the tissue as part of these collaborative research projects."[55] UNMHSC bears the cost for shipping tissue domestically while for transactions in Canada, the Canadian researcher provides a Federal Express account number.

UNM provided the Panel with email exchanges between UNMHSC staff and researchers at other institutions. For instance, one UNM researcher wrote to another researcher in Edmonton: "We will try to get later gestation lung for you, sometimes we can get up to 20-22 weeks, but it is unusual these days to get non-digoxin exposed samples beyond 18 weeks (i.e., no living tissues)."[56]

III. APPLICABLE STATUTES REGARDING FETAL TISSUE

A. The Jonathan Spradling Revised Uniform Anatomical Gift Act

New Mexico's *Jonathan Spradling Revised Uniform Anatomical Gift Act* (*Spradling Act*)[57] is based on the *Uniform Anatomical Gift Act* (*UAGA*),[58] which is adopted in some form in every state. The *Spradling Act* was enacted in 2007 to replace the State's existing Uniform Anatomical Gift Act[59] with provisions mirroring the *UAGA*.[60]

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[51] Procurement notes at UNM00024, attachment 28 (emphasis added).
[52] UNM Response to House Select Panel Subpoena, attachment 25 at 2.
[53] *See* Emails with the UNM College of Pharmacy Dept. of Pharmaceutical Sciences, UNM01071-UNM01075, UNM01078-UNM01083, attachment 34.
[54] UNM Second Submission to House Select Panel, attachment 22 at 1. *See also* UNM Response to House Select Panel Subpoena, attachment 25 at 1-2; Material transfer agreements: UNM00921, UNM01132, UNM01138, UNM00822, UNM03363, UNM03360-03362 (MTA with USF), UNM00818, UNM00922, UNM01131, UNM01137, UNM03262 (MTA with Ottawa), UNM00659, & UNM00662 (MTA with UAB), attachment 35.
[55] UNM Second Submission to House Select Panel, attachment 22 at 1.
[56] Email to *Researcher*, University of Edmonton, UNM00910, attachment 36.
[57] N.M. Stat. Ann. § 24-6B-1, *et seq*.
[58] Revised Uniform Anatomical Gift Act (2006) (last revised or amended in 2009), National Conference of Commissioners on Uniform State Laws, *available at* http://www.uniformlaws.org/shared/docs/anatomical_gift/uaga_final_aug09.pdf (last visited June 22, 2016).
[59] N.M. Stat. Ann. § 24-6A-1 *et seq.*

The *Spradling Act*, like the *UAGA*, includes stillborn infants and fetuses in the definition of "decedent" for purposes of obtaining consent from a relative before the deceased infant's body is donated for experimentation or transplantation. In the official notes to the *UAGA*, the drafters explain that the inclusion of stillborn babies and fetuses ensures that they "receive the statutory protections conferred by this [Act]; namely that their bodies or parts cannot be used for transplantation, therapy, research, or education without the same appropriate consents afforded other prospective donors."[61]

However, the notes also mention that states may choose to treat aborted fetuses differently, given the "complicated legal, scientific, moral, and ethical issues which may arise."[62] That is exactly what the State of New Mexico chose to do in 2007. In the *Spradling Act*, "'decedent' means a deceased individual whose body or part is or may be the source of an anatomical gift." It "includes a stillborn infant and . . . a fetus **but [does] not includ[e] a fetus that is the subject of an induced abortion**."[63]

Further, the *Spradling Act* provides that the Act "applies to an anatomical gift or amendment to, revocation of or refusal to make an anatomical gift, whenever made."[64] In other words, all anatomical gifts in the State of New Mexico must comply with this act, and the bodies or body parts of aborted infants cannot be anatomical gifts.

B. 42 U.S.C. § 289g-2

Under 42 U.S.C. § 289g-2, it is unlawful for any person to "knowingly acquire, receive, or otherwise transfer any fetal tissue for valuable consideration if the transfer affects interstate commerce."[65] The term "'valuable consideration' does not include reasonable payments associated with the transportation, implantation, processing, preservation, quality control, or storage of human fetal tissue."[66] Anyone who violates this law is subject to a fine "not less than twice the amount of the valuable consideration received" and/or imprisonment for up to ten years.[67]

IV. VIOLATIONS OF LAW COMMITTED BY THE UNIVERSITY OF NEW MEXICO AND SOUTHWESTERN WOMEN'S OPTIONS

A. Violations of the Jonathan Spradling Revised Uniform Anatomical Gift Act

SWWO's provision and UNM's acquisition of and research using aborted infant remains appears to violate the *Spradling Act*, discussed *supra*, which prohibits making an anatomical gift of the

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[60] *See* Fiscal Impact Report, Revised Uniform Anatomical Gift Act, Mar. 14, 2007, at 3, *available at* https://www.nmlegis.gov/Sessions/07%20Regular/firs/HB1276.pdf (last visited June 22, 2016).
[61] UAGA, *supra* note 58, at 14.
[62] *Id.*
[63] N.M. Stat. Ann. § 24-6B-2 (emphasis added).
[64] N.M. Stat. Ann. § 24-6B-3.
[65] 42 U.S.C. § 289g-2(a).
[66] 42 U.S.C. § 289g-2(e)(3).
[67] 42 U.S.C. § 289g-2(d).

remains of any "fetus that is the subject of an induced abortion."[68] The consents[69] ostensibly obtained by SWWO from mothers of aborted infants do not validate the donation of their infants' remains for research, because under the *Spradling Act* the bodies or parts of aborted infants may not be anatomical gifts.

UNM claims to have a "comprehensive Code of Ethical Conduct and compliance programs" in the area of "research involving tissue obtained from fetuses."[70] Further, the university maintains that "[o]versight for all research at UNMHSC is provided in the form of Institutional Review Boards, which ensure that all *federal* regulations and laws are followed regarding research studies" and that UNMHSC has "accreditation by the American Association of Human Research Participation."[71]

However, UNM's submissions to the Panel do not address compliance with the *Spradling Act*. Their efforts to conduct fetal tissue research in compliance with ethical standards and federal laws **do not** make UNM and SWWO less culpable for violating New Mexico state law. All anatomical gifts made in New Mexico must comply with the *Spradling Act*, and the *Act* prohibits the provision of aborted infants and their parts as anatomical gifts. Based on the information obtained and reviewed by the Panel, SWWO's provision of tissue from aborted infants, and the reception and use of the tissue by UNMHSC, arguably violates the *Spradling Act*.

B. Value exchanged implicates federal statute

Any assessment of compliance with 42 U.S.C. § 289g-2 requires analysis of value exchanged between the relevant entities. As the clinic that provided abortions, SWWO incurred no extra expense in connection with the fetal tissue it transmitted to UNM, so there were no expenses to be reimbursed to SWWO. Indeed, the clinic might have been saved the expense it otherwise would have borne of disposing of the tissue that UNM received. While UNM may not have paid SWWO a sum of money it explicitly classified as consideration for the fetal tissue it received, UNM did provide SWWO a substantial value in the form of personnel offered to the clinic. The UNM Fellowship provided SWWO with medical personnel that expanded the volume of abortions it could provide, as was explicitly the "major goal" of the program, without SWWO having to compensate them.

UNM additionally conferred upon at least three staff physicians at SWWO faculty positions that gave them professional liability insurance coverage for UNM activities and access to numerous university facilities, in addition to numerous discounts. These faculty members in turn provided UNM no apparent benefit apart from the fetal tissue that came from SWWO, giving their relationship the components of an exchange of fetal tissue for valuable consideration.[72] At a minimum, the intent and spirit of Section 289g-2 has been violated, and further investigation is necessary to determine whether criminal prosecution of SWWO or UNM should follow.

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[68] N.M. Stat. Ann. § 24-6B-2.
[69] *See* consent forms obtained by the Panel, UNM01101-UNM01103, attachment 37.
[70] UNM Second Submission to House Select Panel, attachment 22 at 2.
[71] *Id.* (emphasis added).
[72] State Representative Rod Montoya observed that the relationship "had the appearance of being a transaction of sorts . . . . [o]f staffing in return for the body parts." Heild, *supra* note 19.

Attachment 2

Excerpts from 990's

The Susan Thompson Buffett

Foundation

The chart shows grants to UNM from the Susan Thompson Buffett Foundation. The following pages were extracted from the 990 forms where the grant information was obtained.

2001	$223,291	**UNM Health Sciences Center**	Project Support	**Page 33**
2002	$34,653	**UNM Health Sciences Center**	Project Support	**76**
2003	$61,889	**University of New Mexico**	Project Support	**115**
2004				
2005	$451,199	**University of New Mexico**	Project Support	**205**
2006				
2007	$14,000	**University of New Mexico**	Project Support	**310**
2008	$465,480	**University of New Mexico School of Public Health**	Project Support	**353**
2009	$15,649 $131,360	**University of New Mexico**	Project Support	**395**
2010	$14,079	**University of New Mexico**	Project Support	**444**
2011	$15,602 $17,144 $591 $200,571	**UNM Foundation**	Project Support	**504**
2012	$331,632	**University of New Mexico**	Project Support	**583**
2013	$339,347 $47,639 $33,734	**The Regents of UNM** **The Regents of UNM** **The University of NM**	Project Support	**622** **622** **633**
2014	$251,201 $28,775 $23,920 $336,948	**The Regents of UNM** **UNM Health Sciences Center** **UNM Health Sciences Center** **UNM Health Sciences Center**	Project Support	**691** **692** **692** **692**

FY 2001

The Buffett Foundation 47-6032365
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University of New Mexico Health Science Center Albuquerque, NM (Project support)	$223,291.00
University of North Carolina, Chapel Hill Chapel Hill, NC (Fellowships)	$78,196.64
University of Pennsylvannia Philadelphia, PA (Project support)	$58,100.00
University of Pittsburgh Physicians Pittsburgh, PA (Project support)	$41,637.00
University of Pittsburgh Pittsburgh, PA (Fellowships)	$28,741.00
University of Puerto Rico, Cayey Cayey, Puerto Rico (Project support)	$98,500.00
University of Rochester Rochester, NY (Project support)	$161,555.00
University of Rochester Rochester, NY (Fellowships)	$949,258.14
USC Obstetricians & Gynecologists Los Angeles, CA (Fellowships)	$228,873.00
University of Washington Seattle, WA (Fellowships)	$53,945.00
Wayne State College Wayne, NE (Scholarships)	$68,082.50
Willows Foundation Arlington, VA (Project support)	$1,590,521.00
Zoofari 2001 Omaha, NE (General support)	$55,000.00
[redacted]	$10,000.00
[redacted]	$10,000.00
[redacted]	$10,000.00
[redacted]	$10,000.00

The Buffett Foundation 47-6032365
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Part XV, Line 3a

San Francisco Symphony San Francisco, CA (General support)	$15,000.00
Self Reliance Foundation Arlington, VA (Project support)	$200,000.00
Southeast Community College Lincoln, NE (Scholarships)	$6,632 87
Student Insurance Pittsburgh, PA (Fellowships)	$1,982 00
Teammates of Nebraska Omaha, NE (General support)	$50,000 00
Tulane University New Orleans, LA (Fellowships)	$23,996.00
University of Alabama, Birmingham Birmingham, AL (Fellowships)	$15,140 25
University of Illinois Chicago, IL (Fellowships)	$210,015 54
University of Massachusetts Amherst, MA (Fellowships)	$12,717 00
University of Michigan Ann Arbor, MI (Contribution returned)	($5,197 63)
University of Nebraska College of Tech Agric Curtis, NE (Project support)	$2,152.00
University of Nebraska, Kearney Kearney, NE (Scholarships)	$47,289 25
University of Nebraska, Lincoln Lincoln, NE (Scholarships)	$172,513 53
University of Nebraska Medical Center Omaha, NE (Scholarships)	$20,700 00
University of Nebraska, Omaha Omaha, NE (Scholarships)	$42,385.00
University of New Mexico Health Science Center Albuquerque, NM (Project support)	$34,653.00
University of North Carolina, Chapel Hill Chapel Hill, NC (Fellowships)	$53,751 80

University of Maryland Baltimore, MD (Program support)	Cash		$40,000.00
Univ of Medicine and Dentistry of NJ Somerset, NJ (Program support) January 15, 2004	4 sh Berkshire Hathaway Class A	$66.80	$343,580.00
Univ of Medicine and Dentistry of NJ Somerset, NJ (Program support) January 15, 2004	2 sh Bershire Hathaway Class B	$1.11	$5,737.00
Univ of Medicine and Dentistry of NJ Newark, NJ (Program support)	Cash		$98,250.00
University of Nebraska Kearney, NE (Scholarships)	Cash		$48,670.30
University of Nebraska Lincoln, NE (Scholarships)	Cash		$230,087.96
Univ of Nebraska College of Tech Ag Curtis, NE (Scholarships)	Cash		$2,256.90
University of Nebraska Omaha, NE (Scholarships)	Cash		$38,876.56
University of Nebraska Medical Center Omaha, NE (Scholarships)	Cash		$15,000.00
University of New Mexico Albuquerque, NM (Project support)	Cash		$61,889.00
University of Pennsylvania Philadelphia, PA (Program support)	Cash		$243,580.00
University of Pittsburgh Pittsburgh, PA (Fellowship)	Cash		$27,344.00
University of Puerto Rico San Juan, PR (Project support)	Cash		$99,000.00
University of Rochester Rochester, NY (Fellowship)	Cash		$52,606.00

UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY , NEWARK, NJ	PUBLIC CHARITY	PROJECT SUPPORT	478,268.
UNIVERSITY OF MINNESOTA , MINNEAPOLIS, MN	PUBLIC CHARITY	PROJECT SUPPORT	293,617.
UNIVERSITY OF MONTREAL , MONTREAL, CANADA	PUBLIC CHARITY	FELLOWSHIP	84,000.
UNIVERSITY OF NEBRASKA MEDICAL CENTER , OMAHA, NE	PUBLIC CHARITY	SCHOLARSHIP	25,000.
UNIVERSITY OF NEBRASKA - KEARNEY , KEARNEY, NE	PUBLIC CHARITY	SCHOLARSHIP	63,063.
UNIVERSITY OF NEBRASKA - LINCOLN , LINCOLN, NE	PUBLIC CHARITY	SCHOLARSHIP	208,385.
UNIVERSITY OF NEBRASKA - OMAHA , OMAHA, NE	PUBLIC CHARITY	SCHOLARSHIP	74,736.
UNIVERSITY OF NEW MEXICO , ALBUQUERQUE, NM	PUBLIC CHARITY	PROJECT SUPPORT	451,199.
UNIVERSITY OF PITTSBURGH , PITTSBURGH, PA	PUBLIC CHARITY	FELLOWSHIP	57,516.
UNIVERSITY OF PUERTO RICO , SAN JUAN, PR	PUBLIC CHARITY	PROJECT SUPPORT	80,000.
UNIVERSITY OF ROCHESTER , ROCHESTER, NY	PUBLIC CHARITY	FELLOWSHIP	49,708.

THE SUSAN THOMPSON BUFFETT FOUNDATION, EIN 47-6032365
FORM 990-PF, PART XV
GRANTS AND CONTRIBUTIONS PAID IN 2007

FY 2007

Payee Name	Street	City	State or Country	Zip Code	Status	Purpose	Grant No.	Grants and Contributions Paid in 2007
University of Miami	POBox 016960 (D-50)	Miami	FL	33101	Public Charity	Project Support	477.01	323,532
University of Miami	POBox 016960 (D-50)	Miami	FL	33101	Public Charity	Project Support	696.00	44,928
University of Montreal	3175 Chemin Cote Ste-Catherine	Montreal	Quebec	H3T 1C5	Public Charity	Project Support	433.00	42,000
University of Montreal	3175 Chemin Cote Ste-Catherine	Montreal	Quebec	H3T 1C5	Public Charity	Project Support	434.00	46,820
University of Nebraska Kearney	Memorial Student Affairs Building	Kearney	NE	68849	Public Charity	Scholarships	394.01	196,727
University of Nebraska Lincoln	PO Box 880411	Lincoln	NE	68588-0411	Public Charity	Scholarships	395.01	738,384
University of Nebraska Medical Center	600 S 42 Street	Omaha	NE	68198-4265	Public Charity	Scholarships	408.01	24,750
University of Nebraska Omaha	Eppley Administration Building,Room 103	Omaha	NE	68182-0292	Public Charity	Scholarships	409.01	269,070
University of New Mexico	MSC10 5580, 1 Universty of New Mexico	Albuquerque	NM	87131-0001	Public Charity	Project Support	315.00	14,000
University of North Carolina	School of Public Health,CB #7445, Rosenau Hall	Chapel Hill	NC	27599	Public Charity	Project Support	446.00	491,460
University of North Carolina	School of Public Health,CB #7445, Rosenau Hall	Chapel Hill	NC	27599	Public Charity	Project Support	717.00	390,390
University of Northern Iowa	213 East Bartlett Hall	Cedar Falls	IA	50614-0394	Public Charity	Project Support	588.00	238,992
University of Northern Iowa	213 East Bartlett Hall	Cedar Falls	IA	50614-0394	Public Charity	Project Support	614.00	114,672
University of Pennsylvania	39th and Market Streets	Philadelphia	PA	19104	Public Charity	Project Support	296.01	383,441
University of Pittsburgh	300 Halket Street	Pittsburgh	PA	15213	Public Charity	Project Support	551.00	6,446
University of Pittsburgh	300 Halket Street	Pittsburgh	PA	15213	Public Charity	Project Support	545.00	42,828
University of Pittsburgh	300 Halket Street	Pittsburgh	PA	15213	Public Charity	Project Support	578.00	97,614
University of Puerto Rico	GPO Box 365067	San Juan	Puerto Rico	00936-5067	Public Charity	Project Support	385.02	140,000
University of Washington	325 Ninth Ave	Seattle	WA	98104	Public Charity	Project Support	238.00	274,770
University of Washington	325 Ninth Ave	Seattle	WA	98104	Public Charity	Project Support	521.00	36,284
USC Obstetricians and Gynecologists	1640 Marengo Street	Los Angeles	CA	90033	Public Charity	Project Support	405.01	81,111
USC Obstetricians and Gynecologists	1641 Marengo Street	Los Angeles	CA	90033	Public Charity	Project Support	405.02	505,960
USC Obstetricians and Gynecologists	1640 Marengo Street	Los Angeles	CA	90033	Public Charity	Project Support	594.00	69,843
USC Obstetricians and Gynecologists	1640 Marengo Street	Los Angeles	CA	90033	Public Charity	Project Support	660.00	48,888
USC Obstetricians and Gynecologists	1640 Marengo Street	Los Angeles	CA	90033	Public Charity	Project Support	698.00	36,960
Venture Strategies	2140 Shattuck Ave	Berkley	CA	94704	Public Charity	Project Support	596.00	3,767,575
Venture Strategies	2140 Shattuck Ave	Berkley	CA	94704	Public Charity	Project Support	708.00	189,145
Washington University School of Medicine	660 South Euclid Avenue	St Louis	MO	63110	Public Charity	Project Support	491.01	301,840
Washington University St Louis	49111 Barnes-Jewish Hospital	St Louis	MO	63110-1094	Public Charity	Project Support	500.00	168,354
Washington University St Louis	49111 Barnes-Jewish Hospital	St Louis	MO	63110-1094	Public Charity	Project Support	598.00	2,307,784
Washington University St Louis	49111 Barnes-Jewish Hospital	St Louis	MO	63110-1094	Public Charity	Project Support	639.00	17,580
Washington University St Louis	49111 Barnes-Jewish Hospital	St Louis	MO	63110-1094	Public Charity	Project Support	682.00	32,888
Wayne State College	1111 Main Street	Wayne	NE	68787	Public Charity	Scholarships	412.01	162,286
Western Nebraska Community College	1601 E 27th Street	Scottsbluff	NE	69361	Public Charity	Scholarships	414.02	1,139
Willows Foundation	6867 Elm Street	McLean	VA	22101	Expenditure Responsibility	Project Support	278.03	2,010,274
Willows Foundation	6867 Elm Street	McLean	VA	22101	Expenditure Responsibility	Project Support	549.00	279,909
Womens Health Services	2635 Lincoln Way	Clinton	IA	52732	Public Charity	Project Support	625.00	509,530
Womens Link Worldwide	P O Box 415	Northfield	VT	05663	Public Charity	Project Support	430.01	250,000
Womens Link Worldwide	P O Box 415	Northfield	VT	05663	Public Charity	Project Support	435.01	140,000
World Health Organization	20 Ave Appia, CH 12-11	Geneva	Switzerland		Public Charity	Project Support	458.00	500,000
World Health Organization	20 Ave Appia, CH 12-11	Geneva	Switzerland		Public Charity	Project Support	662.00	326,918
Yale University	333 Cedar Street	New Haven	CT	06520-8063	Public Charity	Project Support	418.01	292,096
								202,684,478

THE SUSAN THOMPSON BUFFETT FOUNDATION
GRANTS PAID IN 2008

Organization	Street	City	State	Zipcode	Request ID	Recipient Status	Purpose	Grants Paid in 2008
University of British Columbia	4500 Oak Street	Vancouver	BC	V6H 3N1	765 00	Public Charity	Project Support	185,030
University of California - Los Angeles	Box 951740,27-139 CHS	Los Angeles	CA	90095	527 00	Public Charity	Project Support	46,800
University of California at San Francisco	3333 California Street	San Francisco	CA	94118	209.02	Public Charity	Project Support	392,160
University of California at San Francisco	3333 California Street	San Francisco	CA	94118	211.04	Public Charity	Project Support	203,320
University of California Los Angeles	10533 Le Conte Ave	Los Angeles	CA	90095	837.00	Public Charity	Project Support	35,100
University of California San Francisco	3333 California Street	San Francisco	CA	94118	359.00	Public Charity	Project Support	160,901
University of California San Francisco	Box 0744	San Francisco	CA	94143	402.03	Public Charity	Project Support	678,600
University of California San Francisco	Box 0744	San Francisco	CA	84143	424 03	Public Charity	Project Support	2,520,481
University of California San Francisco	3333 California Street	San Francisco	CA	94118	571 00	Public Charity	Project Support	198,723
University of California San Francisco	3333 California Street	San Francisco	CA	94118	621 00	Public Charity	Project Support	1,374,648
University of California San Francisco	3333 California Street	San Francisco	CA	94118	691 00	Public Charity	Project Support	1,242,750
University of California San Francisco	Box 0744	San Francisco	CA	94143	793 00	Public Charity	Project Support	62,038
University of California San Francisco	Box 0744	San Francisco	CA	94143	828 00	Public Charity	Project Support	35,966
University of California, San Francisco	3333 California Street	San Francisco	CA	94118	807 00	Public Charity	Project Support	61,103
University of Chicago	5841 S Maryland Ave	Chicago	IL	60637	381.02	Public Charity	Project Support	6,501
University of Chicago	5841 S Maryland Ave	Chicago	IL	60637	381 03	Public Charity	Project Support	545,850
University of Chicago	5841 South Maryland Avenue	Chicago	IL	60637	411 03	Public Charity	Project Support	229,257
University of Chicago	5841 South Maryland Avenue	Chicago	IL	60637	675 00	Public Charity	Project Support	35,332
University of Chicago	5841 S. Maryland Avenue	Chicago	IL	60637-1470	753 00	Public Charity	Project Support	70,212
University of Chicago	5841 S Maryland Ave	Chicago	IL	60637	774 00	Public Charity	Project Support	10,366
University of Chicago	5841 S Maryland Ave	Chicago	IL	60637	808 00	Public Charity	Project Support	29,597
University of Colorado Health Science Center	PO Box 6511	Aurora	CO	80045	829 00	Public Charity	Project Support	156,450
University of Illinois-Chicago	1919 W. Taylor St	Chicago	IL	60612	473 00	Public Charity	Project Support	68,070
University of Medicine and Dentistry of New Jersey	186 South Orange Ave	Newark	NJ	07103	555 00	Public Charity	Project Support	156,024
University of Medicine and Dentistry of New Jersey	186 South Orange Ave	Newark	NJ	07103	558 00	Public Charity	Project Support	39,480
University of Michigan	1500 East Medical Center Drive	Ann Arbor	MI	48109	415 01	Public Charity	Project Support	208,823
University of Michigan	1501 East Medical Center Drive	Ann Arbor	MI	48109	415 02	Public Charity	Project Support	234,840
University of Michigan	1500 East Medical Center Drive	Ann Arbor	MI	48109	740 00	Public Charity	Project Support	64,515
University of Michigan	1500 East Medical Center Drive	Ann Arbor	MI	48109	797 00	Public Charity	Project Support	388,668
University of Nebraska	16 Canfield Admin Bldg	Lincoln	NE	68588	735 00	Public Charity	Project Support	953,514
University of Nebraska Lincoln	16 Canfield Admin Bldg	Lincoln	NE	68588	395 02	Public Charity	Project Support	609,226
University of Nebraska Lincoln	16 Canfield Admin Bldg	Lincoln	NE	68588	395 03	Public Charity	Project Support	988,627
University of Nebraska Medical Center	600 S 42 St	Omaha	NE	68198	408 02	Public Charity	Project Support	10,800
University of Nebraska Medical Center	600 S 42 St	Omaha	NE	68198	408 03	Public Charity	Project Support	35,414
University of Nebraska-Kearney	Memorial Student Affairs Bldg	Kearney	NE	68849	394 02	Public Charity	Project Support	127,618
University of Nebraska-Kearney	Memorial Student Affairs Bldg	Kearney	NE	68849	394.03	Public Charity	Project Support	266,719
University of Nebraska-Omaha	Eppley Admin Bldg	Omaha	NE	68182	409 02	Public Charity	Project Support	219,520
University of Nebraska-Omaha	Eppley Admin Bldg	Omaha	NE	68182	409 03	Public Charity	Project Support	413,259
University of New Mexico	1 University of New Mexico School of Public Health,CB #7445,	Albuquerque	NM	87108	315 01	Public Charity	Project Support	465,480
University of North Carolina	Rosenau Hall	Chapel Hill	NC	27599	446 01	Public Charity	Project Support	469,944
University of North Carolina	725 MLK Jr Blvd	Chapel Hill	NC	27599	838.00	Public Charity	Project Support	3,425
University of Northern Iowa	213 E Bartlett Hall	Cedar Falls	IA	50614	725 00	Public Charity	Project Support	2,501,230
University of Northern Iowa	213 E Bartlett Hall	Cedar Falls	IA	50614	731.00	Public Charity	Project Support	37,116
University of Pittsburgh	301 Halket Street	Pittsburgh	PA	15213	734 00	Public Charity	Project Support	66,934
University of Pittsburgh	301 Halket Street	Pittsburgh	PA	15213	739 00	Public Charity	Project Support	43,870

Form 990PF Part XV Line 3 - Grants and Contributions Paid During the Year or Approved for Future Payment FY 2009

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
a *Paid during the year*				
University of Nebraska Board of Reg 16 Canfield Administration Bldg Lincoln, NE 68588	NONE	509 (a)(1)	Project Support	1,545,715
University of Nebraska Board of Reg Eppley Administration Bldg Omaha, NE 68182	NONE	509 (a)(1)	Project Support	490,695
University of Nebraska Board of Reg Eppley Administration Bldg Omaha, NE 68182	NONE	509 (a)(1)	Project Support	942,222
University of New Mexico1 University of New Mexico Albuquerque, NM 871310001	NONE	509 (a)(1)	Project Support	15,649
University of New Mexico1 University of New Mexico Albuquerque, NM 871310001	NONE	509 (a)(1)	Project Support	131,360
University of North Carolina at Cha School of Public HealthCB 7445 Rosenau Hall Chapel Hill, NC 27599	NONE	509 (a)(1)	Project Support	465,152
University of North Carolina at Cha 4015 Old Clinic Bldg Chapel Hill, NC 27599	NONE	509 (a)(1)	Project Support	204,688
University of Northern Iowa213 E Bartlett Hall Cedar Falls, IA 50614	NONE	509 (a)(1)	Project Support	2,688,265
University of Puerto RicoGPO Box 365067 San Juan, PR 009365067	NONE	509 (a)(1)	Project Support	100,000
University of Rochester601 Elmwood Ave Rochester, NY 14642	NONE	509 (a)(1)	Project Support	33,488
University of Southern California1640 Marengo Street Los Angeles, CA 90033	NONE	509 (a)(2)	Project Support	518,560
University of Southern California1640 Marengo Street Los Angeles, CA 90033	NONE	509 (a)(2)	Project Support	52,260
University of Southern California1640 Marengo Street Los Angeles, CA 90033	NONE	509 (a)(2)	Project Support	67,429
University of Washington325 Ninth Ave Seattle, WA 98104	NONE	509 (a)(1)	Project Support	239,680
USC Obstetricians and Gynecologists 1640 Marengo Street Los Angeles, CA 90033	NONE	509 (a)(2)	Project Support	25,460
Total . . . . . ▶ **3a**				407,931,970

Form 990PF Part XV Line 3 - Grants and Contributions Paid During the Year or Approved for Future Payment

FY 2010

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
a *Paid during the year*				
REGENTS OF THE UNIVERSITY OF COLORA 12631 EAST 17TH AVE AURORA,CO 80045	NONE	509 (A)(1)	PROJECT SUPPORT	29,575
REGENTS OF THE UNIVERSITY OF MICHIG 3003 SOUTH STATE ST ANN AROBR,MI 48109	NONE	509 (A)(1)	PROJECT SUPPORT	378,978
REGENTS OF THE UNIVERSITY OF MICHIG 1500 EAST MEDICAL CENTER DRIVE ANN ARBOR,MI 48109	NONE	509 (A)(1)	PROJECT SUPPORT	29,998
REGENTS OF THE UNIVERSITY OF NEW ME 1 UNIVERSITY OF NEW MEXICO ALBUQUERQUE,NM 87131	NONE	509 (A)(1)	PROJECT SUPPORT	14,079
REGENTS UNIVERSITY OF CALIFORNIA LO 2233 POST STREET SAN FRANCISCO,CA 94115	NONE	509 (A)(1)	PROJECT SUPPORT	300,967
REGENTS UNIVERSITY OF CALIFORNIA LO 11000 KINROSS BLDG LOS ANGELES,CA 90095	NONE	509 (A)(1)	PROJECT SUPPORT	3,390
REGENTS UNIVERSITY OF CALIFORNIA LO 11000 KINROSS BLDG LOS ANGELES,CA 90095	NONE	509 (A)(1)	PROJECT SUPPORT	234,413
REGETNTS OF THE UNIVERSITY OF MICHI 1500 EAST MEDICAL CENTER DRIVE ANN ARBOR,MI 48106	NONE	509 (A)(1)	PROJECT SUPPORT	42,178
RELIGIOUS COALTION FOR REPRODUCTIVE 1413 K STREET NW WASHINGTON,DC 20005	NONE	509 (A)(1)	PROJECT SUPPORT	501,732
SALEM BAPTIST CHURCH 3131 LAKE STREET OMAHA,NE 68111	NONE	509 (A)(1)	PROJECT SUPPORT	5,000
SOCIETY OF FAMILY PLANNING 255 SOUTH 17TH STREET PHILADELPHIA,PA 19103	NONE	509 (A)(1)	PROJECT SUPPORT	1,464,614
SONOMA COUNTY ACADEMIC FOUNDATION F 3324 CHANATE RD SANTA ROSA,CA 95404	NONE	509 (A)(1)	PROJECT SUPPORT	57,595
SONOMA COUNTY ACADEMIC FOUNDATION F 3324 CHANATE RD SANTA ROSA,CA 95404	NONE	509 (A)(1)	PROJECT SUPPORT	71,308
SOUTHEAST COMMUNITY COLLEGE 8800 O STREET LINCOLN,NE 68520	NONE	509 (A)(1)	PROJECT SUPPORT	97,768
SOUTHEAST COMMUNITY COLLEGE 8800 O STREET LINCOLN,NE 68520	NONE	509 (A)(1)	PROJECT SUPPORT	63,739
Total . . . . . ▶ **3a**				247,394,595

Form 990PF Part XV Line 3 - Grants and Contributions Paid During the Year or Approved for Future Payment

FY 2011

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
a *Paid during the year*				
TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA3451 WALNUT STREET PHILADELPHIA,PA 19104	NONE	509 (A)(1)	PROJECT SUPPORT	323,520
TUFTS MEDICAL CENTER PARENT INC800 WASHINGTON STREET BOSTON,MA 02111	NONE	509 (A)(1)	PROJECT SUPPORT	348,401
UNITED NATIONS FOUNDATION 1800 MASSACHUSETTS AVE WASHINGTON,DC 20036	NONE	509 (A)(1)	PROJECT SUPPORT	100,000
UNITY HEALTHCARE1609 CEDAR ST MUSCATINE,IA 52761	NONE	509 (A)(1)	PROJECT SUPPORT	50,677
UNIVERSITY HOSPITALS HEALTH SYSTEMS INC11100 EUCLID AVE CLEVELAND,OH 44106	NONE	509 (A)(1)	PROJECT SUPPORT	317,859
UNIVERSITY OF CHICAGO5841 S MARYLAND AVE CHICAGO,IL 60637	NONE	509 (A)(1)	PROJECT SUPPORT	361,892
UNIVERSITY OF CHICAGO5841 S MARYLAND AVE CHICAGO,IL 60637	NONE	509 (A)(1)	PROJECT SUPPORT	69,910
UNIVERSITY OF IOWA200 HAWKINS DRIVE IOWA CITY,IA 52242	NONE	509 (A)(1)	PROJECT SUPPORT	123,178
UNIVERSITY OF LOUISVILLE FOUNDATION2323 S BROOK STREET LOUISVILLE,KY 40292	NONE	509 (A)(1)	PROJECT SUPPORT	355,595
UNIVERSITY OF MARYLAND BALTIMORE FOUNDATION620 W LEXINGTON STREET BALTIMORE,MD 21201	NONE	509 (A)(1)	PROJECT SUPPORT	178,550
UNIVERSITY OF MARYLAND BALTIMORE FOUNDATION620 W LEXINGTON ST 4TH FLOOR BALTIMORE,MD 21201	NONE	509 (A)(1)	PROJECT SUPPORT	220,286
UNIVERSITY OF NEBRASKA FOUNDATION1010 LINCOLN MALL LINCOLN,NE 68508	NONE	509 (A)(1)	SCHOLARSHIPS	2,275,906
UNIVERSITY OF NEBRASKA MEDICAL CENTER984245 NEBRASKA MEDICAL CENTER OMAHA,NE 68198	NONE	509 (A)(1)	SCHOLARSHIPS	95,888
UNIVERSITY OF NEBRASKA MEDICAL CENTER984245 NEBRASKA MEDICAL CENTER OMAHA,NE 68198	NONE	509 (A)(1)	SCHOLARSHIPS	139,400
UNIVERSITY OF NEBRASKA MEDICAL CENTER984245 NEBRASKA MEDICAL CENTER OMAHA,NE 68198	NONE	509 (A)(1)	SCHOLARSHIPS	11,278
UNIVERSITY OF NEW MEXICO1 UNIVERSITY OF NEW MEXICO ALBUQUERQUE,NM 87131	NONE	509 (A)(1)	PROJECT SUPPORT	15,602
UNIVERSITY OF NEW MEXICO1 UNIVERSITY OF NEW MEXICO ALBUQUERQUE,NM 87131	NONE	509 (A)(1)	PROJECT SUPPORT	17,144
UNIVERSITY OF NEW MEXICO1 UNIVERSITY OF NEW MEXICO ALBUQUERQUE,NM 87131	NONE	509 (A)(1)	PROJECT SUPPORT	591
UNIVERSITY OF NEW MEXICO FOUNDATION2211 LOMAS NE ALBUQUERQUE,NM 87106	NONE	509 (A)(1)	PROJECT SUPPORT	200,571
UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL104 AIRPORT DRIVE CHAPEL HILL,NC 27599	NONE	509 (A)(1)	PROJECT SUPPORT	247,013
UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL104 AIRPORT DRIVE CHAPEL HILL,NC 27599	NONE	509 (A)(1)	PROJECT SUPPORT	70,000
UNIVERSITY OF NORTHERN IOWA 213 E BARTLETT HALL CEDAR FALLS,IA 50614	NONE	509 (A)(1)	PROJECT SUPPORT	1,920,261
UNIVERSITY OF SOUTHERN CALIFORNIA2020 ZONAL AVENUE LOS ANGELES,CA 90033	NONE	509 (A)(2)	PROJECT SUPPORT	371,966
UNIVERSITY OF SOUTHERN CALIFORNIA1200 N STATE ST LOS ANGELES,CA 900330129	NONE	509 (A)(2)	PROJECT SUPPORT	48,240
UNIVERSITY OF SOUTHERN CALIFORNIA1200 NORTH STATE STREET LOS ANGELES,CA 90033	NONE	509 (A)(2)	PROJECT SUPPORT	28,140
UNIVERSITY OF UTAH75 SOUTH 2000 EAST SALT LAKE CITY,UT 99501	NONE	509 (A)(1)	PROJECT SUPPORT	305,670
VALLEY-WIDE HEALTH SYSTEMS INC128 MARKET STREET ALAMOSA,CO 81101	NONE	509 (A)(1)	PROJECT SUPPORT	272,721
VENTURE STRATEGIES INNOVATIONS2140 SHATTUCK AVE BERKLEY,CA 94704	NONE	PRIVATE OPERATING FO	PROJECT SUPPORT	7,120,310
VISITING NURSE SERVICES OF IOWA1111 9TH STREET DES MOINES,IA 50314	NONE	509 (A)(1)	PROJECT SUPPORT	292,851
WASHINGTON HOSPITAL CENTER 106 IRVING ST WASHINGTON,DC 20010	NONE	509 (A)(1)	PROJECT SUPPORT	4,000

Form 990PF Part XV Line 3 - Grants and Contributions Paid During the Year or Approved for Future Payment

FY 2012

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
a *Paid during the year*				
TRUSTEES OF COLUMBIA UNIVERSITY 622 W 168TH STREET NEW YORK,NY 10032	NONE	509 (A)(1)	PROJECT SUPPORT	417,080
TRUSTEES OF COLUMBIA UNIVERSITY 630 EAST 168TH STREET NEW YORK,NY 10032	NONE	509 (A)(1)	PROJECT SUPPORT	250,505
TRUSTEES OF THE UNIVERSITY OF ILLINOIS 820 S WOOD ST CHICAGO,IL 60612	NONE	509 (A)(1)	PROJECT SUPPORT	50,000
TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA 3400 SPRUCE ST PHILADELPHIA,PA 19104	NONE	509 (A)(1)	PROJECT SUPPORT	366,851
UNITY HEALTHCARE 1609 CEDAR STREET MUSCATINE,IA 52761	NONE	509 (A)(1)	PROJECT SUPPORT	25,464
UNIVERSITY CLINICAL EDUCATION AND RESEARCH ASSOCIATES 1319 PUNAHOU STREET HONOLULU,HI 96826	NONE	509 (A)(2)	PROJECT SUPPORT	212,806
UNIVERSITY OF CHICAGO 5841 S MARYLAND AVE CHICAGO,IL 60637	NONE	509 (A)(1)	PROJECT SUPPORT	337,008
UNIVERSITY OF COLORADO 12631 EAST 17TH AVE AURORA,CO 80045	NONE	509 (A)(1)	PROJECT SUPPORT	50,000
UNIVERSITY OF COLORADO 12631 EAST 17TH AVE AURORA,CO 80045	NONE	509 (A)(1)	PROJECT SUPPORT	37,735
UNIVERSITY OF MARYLAND BALTIMORE FOUNDATION 620 W LEXINGTON STREET BALTIMORE,MD 21201	NONE	509 (A)(1)	PROJECT SUPPORT	167,117
UNIVERSITY OF MASSACHUSETTS 119 BELMONT ST WORCESTER,MA 016052982	NONE	509 (A)(1)	PROJECT SUPPORT	50,000
UNIVERSITY OF NEBRASKA FOUNDATION 3835 HOLDREGE STREET LINCOLN,NE 68583	NONE	509 (A)(1)	SCHOLARSHIPS	2,540,464
UNIVERSITY OF NEW MEXICO MSC 09 5220 1 UNIVERSITY OF NEW MEXICO ALBUQUERQUE,NM 87131	NONE	509 (A)(1)	PROJECT SUPPORT	331,632
UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL 104 AIRPORT DRIVE CHAPEL HILL,NC 27599	NONE	509 (A)(1)	PROJECT SUPPORT	240,810
UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL 104 AIRPORT DRIVE CHAPEL HILL,NC 27599	NONE	509 (A)(1)	PROJECT SUPPORT	223,201

Form 990PF Part XV Line 3 - Grants and Contributions Paid During the Year or Approved for Future Payment

[redacted]

FY 2013

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
a *Paid during the year*				
TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA 3400 SPRUCE STREET PHILADELPHIA,PA 19104	NONE	PC	PROJECT SUPPORT	50,000
TUFTS MEDICAL CENTER PARENT INC 800 WASHINGTON STREET BOSTON,MA 02111	NONE	PC	PROJECT SUPPORT	244,279
TUFTS MEDICAL CENTER PARENT INC 800 WASHINGTON STREET BOSTON,MA 02111	NONE	PC	PROJECT SUPPORT	50,000
UNIVERSITY CLINICAL EDUCATION AND RESEARCH ASSOCIATES 1319 PUNAHOU ST HONOLULU,HI 96826	NONE	PC	PROJECT SUPPORT	330,625
UNIVERSITY OBGYN ASSOCIATES 736 IRVING AVE SYRACUSE,NY 13210	NONE	PC	PROJECT SUPPORT	50,000
UNIVERSITY OF CALIFORNIA DAVIS 4860 Y STREET SACRAMENTO,CA 95817	NONE	PC	PROJECT SUPPORT	49,854
UNIVERSITY OF CALIFORNIA IRVINE 101 THE CITY DRIVE SOUTH ORANGE,CA 92868	NONE	PC	PROJECT SUPPORT	47,079
UNIVERSITY OF LOUISVILLE FOUNDATION 2323 S BROOK STREET LOUISVILLE,KY 40292	NONE	PC	PROJECT SUPPORT	260,610
UNIVERSITY OF MARYLAND BALTIMORE FOUNDATION 620 W LEXINGTON STREET BALTIMORE,MD 21201	NONE	PC	PROJECT SUPPORT	25,136
UNIVERSITY OF NEBRASKA MEDICAL CENTER 600 S 42 STREET OMAHA,NE 68198	NONE	PC	SCHOLARSHIPS	154,962
UNIVERSITY OF NEBRASKA MEDICAL CENTER 600 S 42 STREET OMAHA,NE 68198	NONE	PC	SCHOLARSHIPS	174,250
UNIVERSITY OF NEVADA SCHOOL OF MEDICINE 2040 W CHARLESTON BLVD LAS VEGAS,NV 89102	NONE	PC	PROJECT SUPPORT	125,582
UNIVERSITY OF NEW MEXICO 1 UNIVERSITY OF NEW MEXICO ALBUQUERQUE,NM 87131	NONE	PC	PROJECT SUPPORT	33,734
UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL 104 AIRPORT DRIVE CHAPEL HILL,NC 27599	NONE	PC	PROJECT SUPPORT	125,181
UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL 104 AIRPORT DRIVE CHAPEL HILL,NC 27599	NONE	PC	PROJECT SUPPORT	234,558
Total . . . . . ▶ **3a**				450,319,788

Form 990PF Part XV Line 3 - Grants and Contributions Paid During the Year or Approved for Future Payment

FY 2013

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
a *Paid during the year*				
THE NATIONAL CAMPAIGN TO PREVENT TEEN AND UNPLANNED PREGNANCY 1776 MASSACHUSETTS AVE NW WASHINGTON,DC 20036	NONE	PC	PROJECT SUPPORT	201,750
THE NATIONAL CAMPAIGN TO PREVENT TEEN AND UNPLANNED PREGNANCY 1776 MASSACHUSETTS AVE NW WASHINGTON,DC 20036	NONE	PC	PROJECT SUPPORT	852,825
THE ONE CAMPAIGN 1400 EYE STREET NW WASHINGTON,DC 20005	NONE	PC	PROJECT SUPPORT	1,002,369
THE REGENTS OF THE UNIVERSITY OF COLORADO 12631 E 17 AVE AURORA,CO 80045	NONE	PC	PROJECT SUPPORT	295,538
THE REGENTS OF THE UNIVERSITY OF NEBRASKA 134 VARNER HALL LINCOLN,NE 68583	NONE	PC	SCHOLARSHIPS	3,146,720
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO 1 UNIVERSITY OF NEW MEXICO ALBUQUERQUE,NM 87131	NONE	PC	PROJECT SUPPORT	339,347
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO 1 UNIVERSITY OF NEW MEXICO ALBUQUERQUE,NM 87131	NONE	PC	PROJECT SUPPORT	47,639
THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA 3400 SPRUCE STREET PHILADELPHIA,PA 19104	NONE	PC	PROJECT SUPPORT	338,849
THE UNIVERSITY OF CHICAGO 5841 S MARYLAND AVE CHICAGO,IL 60637	NONE	PC	PROJECT SUPPORT	343,527
TRUSTEES OF COLUMBIA UNIVERSITY 622 W 168TH STREET NEW YORK,NY 10032	NONE	PC	PROJECT SUPPORT	430,014
TRUSTEES OF COLUMBIA UNIVERSITY 622 W 168TH STREET NEW YORK,NY 10032	NONE	PC	PROJECT SUPPORT	337,218
TRUSTEES OF COLUMBIA UNIVERSITY 622 W 168TH STREET NEW YORK,NY 10032	NONE	PC	PROJECT SUPPORT	82,232
TRUSTEES OF DARTMOUTH COLLEGE 11 ROPE FERRY ROAD HANOVER,NH 037551404	NONE	PC	PROJECT SUPPORT	349,411
TRUSTEES OF INDIANA UNIVERSITY 980 INDIANA AVENUE INDIANAPOLIS,IN 46202	NONE	PC	PROJECT SUPPORT	399,127
TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA 3400 SPRUCE STREET PHILADELPHIA,PA 19104	NONE	PC	PROJECT SUPPORT	100,000
Total . . . . . ▶ **3a**				450,319,788

Form 990PF Part XV Line 3 - Grants and Contributions Paid During the Year or Approved for Future Payment

FY 2014

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
a *Paid during the year*				
THE REGENTS OF THE UNIVERSITY OF NEBRASKA OMAHA EPPLEY ADMIN BLDG OMAHA,NE 68182		GOV	SCHOLARSHIPS	4,385,722
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO 1 UNIVERSITY OF NEW MEXICO ALBUQUERQUE,NM 87131		GOV	PROJECT SUPPORT	251,201
THE TRUSTEES OF THE UNIVERSITY OF CALIFORNIA SAN FRANCISCO 3333 CALIFORNIA ST SAN FRANCISCO,CA 94143		GOV	PROJECT SUPPORT	100,182
THE UNIVERSITY OF CHICAGO 5841 S MARYLAND AVE CHICAGO,IL 60637		PC	PROJECT SUPPORT	440,188
THE UNIVERSITY OF PENNSYLVANIA 3451 WALNUT STREET PHILADELPHIA,PA 19104		GOV	PROJECT SUPPORT	341,666
THE UNIVERSITY OF UTAH 75 SOUTH 2000 EAST SALT LAKE CITY,UT 84112		GOV	PROJECT SUPPORT	299,150
THOMAS JEFFERSON UNIVERSITY 834 CHESTNUT STREET PHILADELPHIA,PA 19107		PC	PROJECT SUPPORT	48,312
TIDES CENTER 1014 TORNEY AVENUE SAN FRANCISCO,CA 94129		PC	PROJECT SUPPORT	299,014
[redacted]	N/A	I	ALICE BUFFETT OUTSTANDING TEACHER AWARD	10,000
TRUSTEES OF COLUMBIA UNIVERSITY 622 W 168TH STREET NEW YORK,NY 10032		PC	PROJECT SUPPORT	417,988
TRUSTEES OF COLUMBIA UNIVERSITY 630 EAST 168TH STREET NEW YORK,NY 10032		PC	PROJECT SUPPORT	250,000
TRUSTEES OF COLUMBIA UNIVERSITY 630 WEST 168TH ST NEW YORK,NY 10032		PC	PROJECT SUPPORT	1,314,567
TRUSTEES OF DARTMOUTH COLLEGE 11 ROPE FERRY ROAD HANOVER,NH 037551404		PC	PROJECT SUPPORT	311,957
TUFTS UNIVERSITY 800 WASHINGTON STREET BOSTON,MA 02111		PC	PROJECT SUPPORT	50,000
UMASS MEMORIAL HEALTH CARE 306 BELMONT ST WORCESTER,MA 01604		PC	PROJECT SUPPORT	50,000
Total . . . . . ▶ **3a**				416,440,853

Form 990PF Part XV Line 3 - Grants and Contributions Paid During the Year or Approved for Future Payment FY 2014

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
a *Paid during the year*				
UMASS MEMORIAL HEALTH CARE 306 BELMONT ST WORCESTER,MA 01604		PC	PROJECT SUPPORT	352,399
UNIVERSITY ASSOCIATES IN OBSTETRICS AND GYNECOLOGY 101 NICOLLS ROAD STONY BROOK,NY 11794		PC	PROJECT SUPPORT	350,062
UNIVERSITY CLINICAL EDUCATION AND RESEARCH ASSOCIATES 1319 PUNAHOU STREET HONOLULU,HI 96826		PC	PROJECT SUPPORT	420,867
UNIVERSITY HOSPITALS HEALTH SYSTEMS INC 11100 EUCLID AVENUE CLEVELAND,OH 44106		PC	PROJECT SUPPORT	249,664
UNIVERSITY OF CALIFORNIA DAVIS PO BOX 989062 WEST SACRAMENTO,CA 95798		GOV	PROJECT SUPPORT	49,854
UNIVERSITY OF ILLINOIS AT CHICAGO 820 S WOOD STREET MC 808 CHICAGO,IL 60612		GOV	PROJECT SUPPORT	48,423
UNIVERSITY OF LOUISVILLE FOUNDATION 2323 S BROOK STREET LOUISVILLE,KY 40292		PC	PROJECT SUPPORT	127,876
UNIVERSITY OF MARYLAND BALTIMORE FOUNDATION INC 620 W LEXINGTON STREET BALTIMORE,MD 21201		PC	PROJECT SUPPORT	52,674
UNIVERSITY OF NEVADA RENO FOUNDATION MAIL STOP 007 RENO,NV 895570007		PC	PROJECT SUPPORT	347,917
UNIVERSITY OF NEW MEXICO HEALTH SCIENCES CENTER 1 UNIVERSITY OF NEW MEXICO ALBUQUERQUE,NM 87131		GOV	PROJECT SUPPORT	28,775
UNIVERSITY OF NEW MEXICO HEALTH SCIENCES CENTER 1 UNIVERSITY OF NEW MEXICO ALBUQUERQUE,NM 87131		GOV	PROJECT SUPPORT	23,920
UNIVERSITY OF NEW MEXICO HEALTH SCIENCES CENTER 1 UNIVERSITY OF NEW MEXICO ALBUQUERQUE,NM 87131		GOV	PROJECT SUPPORT	336,948
UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL 104 AIRPORT DRIVE CHAPEL HILL,NC 27599		GOV	PROJECT SUPPORT	236,439
UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL 104 AIRPORT DRIVE CHAPEL HILL,NC 27599		GOV	PROJECT SUPPORT	289,556
UNIVERSITY OF OKLAHOMA FOUNDATION 731 ELM STREET NORMAN,OK 73019		PC	PROJECT SUPPORT	4,500
Total . . . . . ▶ **3a**				416,440,853

Attachment 3

UNMHSC Second Trimester

Abortion Protocol

UNM HEALTH SCIENCES CENTER

Applies To: Department: Obstetrics and Gynecology Revised: Effective Date: _____

Title: **Second Trimester Pregnancy Termination, D&E and induction of labor**	**Policy**

Patient Age Group:	(X) N/A	( ) All Ages	( ) Newborns	( ) Pediatric	( ) Adult

POLICY STATEMENT

This protocol is for management of pregnancy termination in the second trimester (13-25 weeks). Most women who undergo induced abortion or miscarriage management from 13-16 weeks choose dilatation and evacuation (D&E). Beyond 16-17 weeks, women should generally be given a choice between induction of labor vs. D&E although it appears that complications are more common with induction of labor than with D&E (1).

ADMISSION CONSIDERATIONS

1. Prior to the procedure it is the physician's responsibility to:
   a. provide the patient with a full explanation of both D&E and labor induction with risks and benefits of each.
   b. obtain specific informed consent form for pregnancy termination and sign the informed consent document.
2. All women will undergo ultrasound evaluation for gestational age assessment.
3. At or beyond 24-25 weeks, pregnancy termination will be considered on a case-by-case basis for maternal or fetal reasons.
4. Terminations for genetic/maternal health indications and for fetal demise are routinely scheduled on L&D. Such cases should be scheduled by calling the L&D front desk scheduler.
5. The Family Planning Service will schedule and staff D&E procedures. A faculty from Family Planning is available 24-7 through the Reproductive Health PALS (272-2000) line. In the case of induction of labor, family planning or the primary physician with the L&D team will manage the patient.
6. A memory box may be made for women who desire footprints, etc. whether the termination occurs by D&E or by induction of labor. Grief counseling is available for women.

DOCUMENTATION

The medical record should reflect the diagnosis and counseling for pregnancy termination. In addition, a dated and timed procedure note will describe procedures performed in the case of D&E, and, in the case of induction, the time of passage of the fetus and placenta, estimated blood loss, and any complications.

METHOD

1. D&E
   - Most women choose D&E when it is offered, although some women choose induction of labor for personal reasons (e.g., in order to hold the baby) or for genetic studies. Studies

suggest that overall, D&E is safer, resulting in fewer D&Cs for retained placenta and less infectious morbidity.

a. For D&E, contact the Family Planning attending on call via PALS who will arrange the procedure and placement of laminaria in preparation for the procedure.
b. If upon presentation to L&D for admission, fetal heart beat is present and feticide is planned/desired, Family Planning or MFM should be consulted. Feticide may be accomplished with intracardiac KCl or with intra-fetal or intra-amniotic digoxin per a separate SOP (Fetal intracardiac KCL or intrafetal/intra-amniotic digoxin injection).

2. Labor induction termination
   - Candidates for labor induction abortion in the 2nd trimester include genetic terminations or those for health of the woman who choose not to undergo D&E. The combination of mifepristone and misoprostol is the most effective and fastest. Use of mifepristone reduces the induction to abortion time by 40-50%.

3. Women with pregnancy from 12-24 weeks:
   - Mifepristone tablet, 200 mg orally.
   - 24-48 hours later, misoprostol, 600-800 mcg vaginally followed by 200-400 mcg vaginally q 3 hours.
   - The loading dose of misoprostol appears to reduce overall induction time.
   - If patient desires immediate induction, give mifepristone and wait 3 hours for first dose of misoprostol.
   - Prior cesarean delivery: there is no clear evidence of an increased risk of uterine rupture with labor induction abortion in women with one prior cesarean. A review suggested a rate of uterine rupture of .28% in scarred uteri vs. .04% in unscarred uteri. Please see protocol for labor induction for women with prior C/S (Induction of labor in 2nd and 3rd trimester with prior cesarean section).
   - Pre-procedure feticide may facilitate the time to expulsion with labor induction abortion although data are conflicting on this point.

ADMINISTRATIVE PROCEDURES

1. An abortion is not considered a birth in the case of induction of labor. If there is no evidence of life, a fetal death certificate should not be completed, and an entry should not be made in the delivery log.
2. In cases where a woman desires to terminate a pregnancy beyond 22-23 weeks for fetal or maternal indications, please consult the Family Planning Service.
3. When an induced abortion results in a live-born infant—showing any signs of life such as a heartbeat or voluntary movement—a birth certificate should be completed, and in the space on the birth certificate describing the type of delivery, the word "induced" should be entered. A death certificate must be completed if/when the infant dies. On the woman's medical record, although a live birth resulted from the procedure, this is still recorded as an induced abortion. The diagnosis on the woman's chart should be "induced abortion" with secondary diagnosis giving the indication for the procedure. In addition, a diagnosis of "live-born infant" should be made as a secondary diagnosis. This reflects the unusual outcome of the live birth from an induced abortion. Do not make an entry in the delivery room log.

4. Parents have the right to burial of the fetus regardless of the gestational age and despite choosing induced abortion. Nursing has the names of mortuaries to arrange for burial.
5. Grief counseling and keepsakes should be offered to the parents

CONSULTATION

Twenty-four hour consultation is available by calling the Division of Family Planning service at the University of New Mexico Hospital through PALS.

REFERENCES

1. SFP guideline: [redacted]

The information in this SOP is designed to aid practitioners in making decisions about appropriate obstetric and gynecologic care. These SOP guidelines should not be construed as dictating an exclusive course of treatment or procedure. Variations in practice may be warranted based on the needs of the individual patient, resources, and limitations unique to the UNM setting or type of practice.

DOCUMENT APPROVAL & TRACKING

Prepared by: Division of Family Planning

Approved by: [redacted]

Approval: _____ _____

[redacted] Department of Obstetrics and Gynecology Date

SOP # / Version #	Effective Date	Supersedes	Review Date	Summary of Change(s)

Attachment 4

UNMHSC Medical

Abortion Protocol

UNM HEALTH SCIENCES CENTER

Applies To: Department: Obstetrics and Gynecology Revised: Effective Date: _____

Title: **Medical Abortion**	**Policy**

Patient Age Group:	(X) N/A	( ) All Ages	( ) Newborns	( ) Pediatric	( ) Adult

POLICY STATEMENT

This protocol is for management of medical abortion up to 10 weeks gestation. Approximately 20% of all abortions in the United States are medical abortions. With an efficacy and safety profile similar to surgical abortion, medical abortion is an excellent option for women seeking termination of pregnancy below at or below 10 weeks gestation.

CANDIDATE CONSIDERATIONS

1. Prior to the procedure it is the physician's responsibility to:
    a. Provide the patient with a full explanation of both medical and surgical abortion with risks and benefits of each.
    b. Obtain specific informed consent form for medical termination and sign the informed consent document.
    c. Counsel the patient about what to expect with medical abortion, including side effects and pain medications. Please see "Medical abortion patient instructions".
2. All women will undergo ultrasound evaluation for gestational age assessment.
3. Beyond medical contraindications to medical abortion, the following are considerations for the physician that may require additional counseling and/or result in offering only surgical abortion:
    a. Language or comprehension barriers that may limit communication with providers
    b. Patients who have difficulty returning for follow up (eg., patients who are homeless, have substance abuse issues limiting follow up, or live in geographically remote areas without access to emergency gynecological care)
    c. Patients unwilling to have surgical termination if medical abortion should fail

METHOD:

Medical abortion regimen will include administration of 200 mg mifepristone orally in clinic by the physician. 800 mcg of misoprostol will then be administered to the patient to be taken at home. Other clinical considerations:

1. **Gestational age**: In general, efficacy rates are approximately 95-98% up to 49 days' gestation, and 92-98% from 57-63 days (1). Success of medical abortion between 8-9 weeks gestation has been shown to be equivalent to 9-10 weeks at approximately 93% (2).
2. **Route of misoprostol administration**: In general, vaginal, buccal and sublingual administration are associated with increased efficiency, decreased ongoing pregnancy rates and allow an increased gestational age range for medical abortion compared to the FDA approved regimen (3).
    - Vaginal administration is associated with less gastrointestinal side effects compared with buccal or sublingual (1).

- Women may prefer buccal administration to vaginal

3. **Timing of misoprostol administration after mifepristone**: In general, there is equivalent efficacy among regimens with intervals of 24-36 hours for non-oral regimens.
    - Vaginal misoprostol should be encouraged with intervals <24 hours: Studies investigating a shorter interval (15 min to 6 -8 hours after mifepristone) with vaginal misoprostol have been shown to have equivalent completion rates compared to intervals >=24 hours, however buccal administration is not as effective when given the same time as mifepristone (1). Therefore, would recommend vaginal administration for intervals <24 hours.
4. **Medical abortion without definitive intrauterine pregnancy (IUP)**: A definitive IUP is defined by the presence of at least a yolk sac within the gestational sac. Medication abortion can be performed in patients without a yolk sac or gestational sac ***with counseling and close follow up***.
    - Counsel patients on possible increased risk of failure (9-12%) (4). Of note, risk of failure is also increased in early surgical termination.
    - Screen for risk factors for ectopic pregnancy. If patient is at high risk for ectopic (eg. history of ectopic), consider deferring medical abortion until an IUP can be confirmed
    - Perform a close assessment of adnexae on transvaginal ultrasound. If there is an adnexal mass concerning for possible ectopic, confirm IUP prior to medical abortion
    - Recommend follow up in 1 week preferably rather than 2 weeks. Ultrasound evaluation of adnexae should be performed at follow up visit.
    - Measure serum hcg on day of mifepristone, and repeat serum hcg on day ***prior*** to one week follow up visit. A drop of >80% is indicative of success.
5. **Antibiotics**: The risk of infection after first trimester medical abortion is approximately 0.3% (5). One retrospective study using historical controls found that providing antibiotics and changing route of misoprostol administration from vaginal to buccal reduced the risk of serious infection from organisms such as Clostridium species from 0.093% to 0.025% (NNT 1250). More recent evidence suggests that presence of Clostridium species in the genital tract is likely transient and not causative of serious infectious morbidity. The Society of Family Planning does not recommend routine administration of antibiotic prophylaxis to women undergoing medical abortion. Therefore, *routine* administration of prophylactic antibiotics is not recommended.
6. **Follow up**: All patients should receive a follow up phone call within 1 week after first visit by a Center for Reproductive Health (CRH) Registered Nurse. Standard follow up after medical abortion includes an ultrasound and clinical evaluation at the CRH 1-2 weeks following the first visit for medical abortion. Many women travel great distances to obtain medical abortion and in-person follow up at the CRH may not be feasible. The following are acceptable alternatives to in-person follow up:
    - Serum hcg on day of Mifepristone compared to serum hcg one week later: A decline in the serum hcg measurement of 80% from day of mifepristone administration compared to 1 week later is indicative of success (1). Patients may have their hcg drawn ideally at a Tricore lab in NM or TX. CRH RN following the hcg results will confirm success with Family Planning attending who will put note in Powerchart.
    - Studies utilizing a combination of clinical assessment of success with high-sensitivity UPT at 2 weeks after mifepristone have not been clinically useful. No data exists evaluating the use of a high-sensitivity UPT between 2-4 weeks after mifepristone; therefore this method for follow up would only be recommended in a well-counseled

patient who cannot otherwise complete follow up, and any positive UPT should prompt in person evaluation.

- If follow up of a patient cannot be confirmed, the CRH RN will discuss with a Family Planning attending and if appropriate, a registered letter will be sent to the patient requesting follow up. A copy of the letter will be scanned into PowerChart.

CONSULTATION

Twenty-four hour consultation is available by calling the Division of Family Planning service at the University of New Mexico Hospital through PALS.

REFERENCES

1. [redacted] Medical abortion in early pregnancy. In: [redacted], editors. Management of Unintended and Abnormal Pregnancy: Comprehensive Abortion Care. [redacted] 2009.

2. [redacted] et al. Extending outpatient medical abortion services through 70 days of gestational age. Obstet Gynecol. 2012 Nov;120(5):1070–6.

3. Medical Management of First-Trimester Abortion - ACOG [Internet]. [cited 2014 Nov 10]. Available from: [redacted]

4. [redacted] Effectiveness of early medical abortion using low-dose mifepristone and buccal misoprostol in women with no defined intrauterine gestational sac. Contraception. 2013 Jun;87(6):855–8.

5. [redacted] Society of Family Planning. Prevention of infection after induced abortion: release date October 2010: SFP guideline 20102. Contraception. 2011 Apr;83(4):295–309.

DOCUMENT APPROVAL & TRACKING

Prepared by: Division of Family Planning - [redacted] MD MPH

Approved by: [redacted]

Approval: [redacted] 6/30/15

[redacted] Department of Obstetrics and Gynecology Date

SOP # / Version #	Effective Date	Supersedes	Review Date	Summary of Change(s)

Attachment 5

UNMHSC Very Early

Pregnancy Abortion Protocol

UNM HEALTH SCIENCES CENTER

Applies To:
Department: Obstetrics and Gynecology
Revised:
Effective Date: _____

Title: **Management of Very Early Pregnancy Medical and Surgical Abortion**	**Policy**
Patient Age Group: (X) N/A ( ) All Ages ( ) Newborns ( ) Pediatric ( ) Adult	

POLICY STATEMENT

This protocol is for the management of women desiring abortion at early gestational ages (i.e. prior to ultrasound identification of a clear gestational sac or gestational sac with yolk sac). Surgical abortion in this subgroup remains safe and relatively effective, with appropriate informed consent.

EARLY GESTATIONAL AGE

Women may present for termination of pregnancy at very early gestational ages. All women desiring surgical abortion should have ultrasound performed for dating and confirmation of intrauterine pregnancy. This protocol specifically applies to women -

- Without a gestational sac and/or
- Without a yolk sac

This procedure does **NOT** apply to women with clearly identified extra-uterine pregnancies who should be treated for ectopic pregnancy.

MANAGEMENT

Surgical and medical abortion is a reasonable and effective method of pregnancy termination in women without defined gestational sac or yolk sac. Providers should counsel patients of a 2-3% risk (for surgical abortion) [1] and 9-15% risk (for medical abortion) [2] of ongoing pregnancy, risk of undiagnosed ectopic pregnancy and the need for continued follow up. The woman has 2 options:

1. Follow up in 1-2wks to verify gestational sac with yolk sac to verify intrauterine pregnancy vs. earlier depending on serum quantitative beta hCG
2. Proceed with medical vs. surgical abortion with close follow up of serum quantitative beta hCG

If the woman elects SURGICAL ABORTION:

1. Counseling should be documented on date of options counseling.
2. Check quantitative serum quantitative beta hCG on date of presentation:
   - if the beta hCG level is **above** the discriminatory zone,
     - Refer to OB Triage for re-evaluation with DI ultrasound
     - Counsel with specific concern for ectopic pregnancy and consider MTX vs. D&C via MVA to rule out intrauterine pregnancy
     - Place in beta book

- If the beta hCG level **below** the discriminatory zone
  - Proceed with surgical abortion –examine products of conception and document evaluation of tissue within the procedure note. If a gestational sac and chorionic villi are identified, no further follow up is needed.
  - If a gestational sac and villi are NOT identified, patients should be counseled about signs and symptoms of ectopic or continuing pregnancy and a follow-up appointment should be scheduled. They should have follow up serum quantitative beta hCG in 48 hours with successful abortion defined as a >50% decrease in the hCG level.

- If the woman elects MEDICAL ABORTION:
  1. Counseling should be documented on date of options counseling.
  2. Check quantitative serum quantitative beta hCG on date of presentation;
  3. Schedule a serum quantitate beta hCG and clinic follow up in one week. A ≥80% decrease in hCG levels is defined as a successful abortion.
  4. For more information about medication abortion, please see separate medication abortion SOP[3].

REFERENCES

1. [redacted] (2015). Manual compared with electric vacuum aspiration for abortion at less than 6 weeks of gestation. *Obstetrics and Gynecology , 125*, 1121-1129.

2. [redacted] (2013). Mifepristone and buccal misoprostol in women with no defined intrauterine gestational sac. *Contraception , 87*, 855-858.

3. [redacted] (2015, 06 30). *Medical Abortion.* ([redacted] Doctor #1, Ed.) Retrieved 8 10, 2015, from UNM Department of ObGyn Standard Operating Procedures: [redacted]

DOCUMENT APPROVAL & TRACKING

Prepared by: Division of Family Planning

Approved by: [redacted]

Approval: [redacted] 10/14/15

[redacted] Department of Obstetrics and Gynecology — Date

SOP # / Version #	Effective Date	Supersedes	Review Date	Summary of Change(s)

Attachment 6

UNM Center for Reproductive Health Very Early Pregnancy Abortion Protocol

UNM Center for Reproductive Health
UNM Medical Group, Inc.

Applies To: UNM Center for Reproductive Health
Effective Date: 8/3/2015

Title: **Management of Very Early Pregnancy Medical and Surgical Abortion**					
Patient Age Group:	(X) N/A	( ) All Ages	( ) Newborns	( ) Pediatric	( ) Adult

POLICY STATEMENT

This protocol is for the management of women desiring abortion at early gestational ages (i.e. prior to ultrasound identification of a clear gestational sac or gestational sac with yolk sac). Surgical abortion in this subgroup remains safe and relatively effective, with appropriate informed consent.

EARLY GESTATIONAL AGE

Women may present for termination of pregnancy at very early gestational ages. All women desiring surgical abortion should have ultrasound performed for dating and confirmation of intrauterine pregnancy. This protocol specifically applies to women -

- Without a gestational sac and/or
- Without a yolk sac

This procedure does **NOT** apply to women with clearly identified extra-uterine pregnancies who should be treated for ectopic pregnancy.

MANAGEMENT

Surgical and medical abortion is a reasonable and effective method of pregnancy termination in women without defined gestational sac or yolk sac. Providers should counsel patients of a 2-3% risk (for surgical abortion) [1] and 9-15% risk (for medical abortion) [2] of ongoing pregnancy, risk of undiagnosed ectopic pregnancy and the need for continued follow up. The woman has 2 options:

1. Follow up in 1-2wks to verify gestational sac with yolk sac to verify intrauterine pregnancy vs. earlier depending on serum quantitative beta hCG
2. Proceed with medical vs. surgical abortion with close follow up of serum quantitative beta hCG

If the woman elects SURGICAL ABORTION:

1. Counseling should be documented on date of options counseling.
2. Check quantitative serum quantitative beta hCG on date of presentation;
   - if the beta hCG level is **above** the discriminatory zone,
     - Refer to OB Triage for re-evaluation with DI ultrasound
     - Counsel with specific concern for ectopic pregnancy and consider MTX vs. D&C via MVA to rule out intrauterine pregnancy
     - Place in beta book
   - If the beta hCG level **below** the discriminatory zone

- Proceed with surgical abortion –examine products of conception and document evaluation of tissue within the procedure note. If a gestational sac and chorionic villi are identified, no further follow up is needed.
- If a gestational sac and villi are NOT identified, patients should be counseled about signs and symptoms of ectopic or continuing pregnancy and a follow-up appointment should be scheduled. They should have follow up serum quantitative beta hCG in 48 hours with successful abortion defined as a >50% decrease in the hCG level.

- If the woman elects MEDICAL ABORTION:
  1. Counseling should be documented on date of options counseling.
  2. Check quantitative serum quantitative beta hCG on date of presentation;
  3. Schedule a serum quantitate beta hCG and clinic follow up in one week. A ≥80% decrease in hCG levels is defined as a successful abortion.
  4. For more information about medication abortion, please see separate medication abortion SOP[3].

REFERENCES

1. [redacted] (2015). Manual compared with electric vacuum aspiration for abortion at less than 6 weeks of gestation. *Obstetrics and Gynecology , 125*, 1121-1129.

2. [redacted] (2013). Mifepristone and buccal misoprostol in women with no defined intrauterine gestational sac. *Contraception , 87*, 855-858.

3. [redacted] (2015, 06 30). *Medical Abortion.* ([redacted] Ed.) Retrieved 8 10, 2015, from UNM Department of ObGyn Standard Operating Procedures: http://unmobgyn.pbworks.com/w/file/97765722/Medical%20Abortion.pdf

DOCUMENT APPROVAL & TRACKING

Prepared by: Division of Family Planning

Approved by: _____

Approval: [redacted] 8/3/2015

Date

Attachment 7

2014 UNM-SWWO Agreement

UNM SCHOOL of MEDICINE | Division of Family Planning
Department of Obstetrics and Gynecology

Date: June 2, 2014

To: Doctor #3 Southwestern Women's Options
Address: [redacted]

RE: Required Resident/Fellow Assignments

Dear Doctor #3

This letter serves as an Agreement between University of New Mexico School of Medicine Fellowship in Family Planning and Southwestern Women's Options involved in fellowship education for required assignments and is effective from July 1, 2014 and will remain in effect for two years or until updated, changed or terminated by the Fellowship in Family Planning and Southwestern Women's Options.

The following person(s) are responsible for education and supervision: Doctor #3 Dr. Doctor #7 [redacted] Doctor #6 The above mentioned people are responsible for the education and supervision of the fellows while rotating at Southwestern Women's Options.

The faculty at Southwestern Women's Options must provide appropriate supervision of fellows' activities and maintain a learning environment conducive to educating the residents/fellows in abortion care and the 6 ACGME competencies. The faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment.

The major goal of the rotation is to give additional volume of 2nd trimester abortions under your expert supervision. In cooperation with the UNM Fellowship in Family Planning Program Director, the Site Director and the faculty at Southwestern Women's Options are responsible for the day-to-day activities of the Fellows to ensure that the outlined goals and objectives are met during the course of the educational experiences at Southwestern Women's Options.

The duration(s) of the assignment(s) to the participating site is (2) two-week rotations. During assignments to Participating Site, fellows will be under the general direction of the SWO clinic.

Sincerely,

Doctor #1

Doctor #1

Date

[redacted]

University of New Mexico, Department of Ob/Gyn

Doctor #3

Date

Southwestern Women's Options

Attachment 8

2012 UNM-SWWO Agreement

UNM SCHOOL of MEDICINE

PROGRAM LETTER OF AGREEMENT BETWEEN
University of New Mexico Family Medicine Residency
and
Southwest Women's Options Clinic

This letter serves as an Agreement between University of New Mexico School of Medicine Family Medicine Residency Program (UNM) and Southwest Women's Options Clinic for Family Medicine resident education in obstetrics. The Agreement is effective from July 1st, 2011 and will remain in effect till June 30th 2012 or until updated, changed or terminated by the Residency Program and Participating Site.

The Faculty at Southwest Women's Options Clinic is responsible for education and supervision of the UNM Family Medicine residents while rotating at the Southwest Women's Options Clinic. The faculty must provide appropriate supervision of residents in patient care activities and maintain a learning environment conducive to educating the residents in the ACGME competency areas. The faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment.

The content of the educational experiences has been developed according to ACGME Residency Program Requirements, and includes the following goals and objectives:

- Residents should demonstrate competence in
  - surgical management of incomplete abortion
  - management of abortion complications
  - pregnancy options counseling
  - contraception counseling
- Residents will gain experience in
  - first trimester dating ultrasound
  - cervical dilation and curettage and related gynecological skills
  - uterine aspiration for miscarriage
  - uterine aspiration for pregnancy termination (if desired)
  - medication abortion (if desired)

In cooperation with the Program Director, the Southwest Women's Options Clinic Site Director and faculty are responsible for the day-to-day activities of the Residents to ensure that the outlined goals and objectives are met during the course of the educational experiences at Southwest Women's Options Clinic.

The duration of the assignment to the participating site will be July 1st, 2011 – June 30th, 2012. During assignments to Women's Options Clinic the resident will be under the general direction of the University of New Mexico Graduate Medical Education Committee's and Program's Policy and Procedure Manual and Participating Site's policies for Reproductive Health.

[redacted]

1-5-12
Date

University of New Mexico Family Medicine Residency Program

[redacted]

Doctor #3

1-7-12
Date

Southwest Women's Options Clinic

The University of New Mexico Health Sciences Center • MSC 09 5040 • 1 University of New Mexico • Albuquerque, NM 87131-0001
Dept. of Family & Community Medicine • 2400 Tucker Ave. NE • Phone 505.272.2165 • Fax 505.272.8045 • hsc.unm.edu/som/fcm

Attachment 9

Regents' Policy Manual,

Section 7.8

Administrative Policies and

Procedures Manual: Contracts

Signature Authority and Review

Regents' Policy Manual - Section 7.8: Signature Authority for Contracts

Adopted Date: 09-12-1996
Amended: 03-10-1997
Amended: 12-06-2007
Amended: 08-12-2008
Amended: 12-14-2010
Amended: 04-08-2014
Amended: 03-14-2016

Applicability

This policy applies to all members of the Board of Regents, faculty, staff and students.

Policy

The Board of Regents must approve and an officer of the Board of Regents must sign the following types of contracts and documents, after due authorization by the Regents:

1. Contracts between the President and the University;
2. Contracts between the Chancellor for Health Sciences and the University;
3. Bond resolution, notification and certification documents, including certification of bond sale; and
4. Any contracts or other documents required by law to be signed by an officer of the Board of Regents.

The Chief Procurement Officer or designee must sign contracts for the purchase of goods and services, and the authority to do so is hereby delegated.

The President shall have the authority to sign all other contracts and documents (other than contracts or agreements for the purchase of goods and services) for the operation of the University and may delegate this authority. The President's signature authority as set forth above includes the authority to execute certificates representing stocks, bonds, or other securities in

order to buy, sell, assign, or endorse for transfer such securities. The President shall also have authority to require additional signatures on contracts for the purchase of goods and services.

It is the official policy of the University to avoid financial settlements of claims and lawsuits against the University except when appropriate. The University shall not agree to pay a financial settlement without (a) an appropriate risk assessment of the case, (b) written approval by the Chancellor for Health Sciences, Provost, or Executive Vice President for Administration, and (c) final approval by the President. A financial settlement payment by the University of $400,000 or more must also be approved by the Board of Regents.

After fully advising the President, the Chancellor for Health Sciences is authorized to enter into affiliation agreements with other patient care facilities to provide educational opportunities.

The signature authority delegated in this policy must be exercised in accordance with other Regents' policies, some of which may require approval of the contract or other document by the Board of Regents.

References

RPM 1.4 ("Appointment of the President of the University"); RPM 7.10 ("Borrowing and Bonding Authority"); RPM 3.4 ("Health Sciences Center and Services"); and UAP 2010 ("Contract Signature Authority and Review").

Administrative Policies and Procedures Manual - Policy 2010: Contracts Signature Authority and Review

Date Originally Issued: 05-01-1997
Revised: 08-01-1997, 05-08-1998, 01-29-1999, 12-08-1999, 07-12-2000, 08-02-2004, 08-01-2006, 11-15-2007, 01-01-2008, 08-12-2008, 07-01-2011, 11-01-2011, 08-29-2014

Authorized by Regents' Policy 7.8 "Signature Authority for Contracts"
Process Owner: Executive Vice President for Administration/CFO/COO

1. General

This policy designates who, within the University, is authorized to sign contracts on behalf of the University. All previous delegations or communications on this subject are superseded. Contracts may be signed on behalf of the University only by:

- A person in a position specifically authorized by the University Board of Regents.
- The Chancellor for Health Sciences, an executive vice president, Provost, or vice president to whom the President has delegated the authority delegated to the President by the Board of Regents, as specified herein.
- The Chief Procurement Officer and Vice President for Human Resources, as specified herein.
- A person who has received a sub-delegation in accordance with this policy.

2. Contract

For the purposes of this policy, a "contract" is defined as a written agreement between two (2) parties intended to have legal effect, including Memorandums of Understanding, Memorandums of Agreement, Nondisclosure Agreements, and Letters of Understanding, in one of the following forms listed below.

- Documents signed by UNM and another party.
- Offers signed by UNM.
- Certain pre-approved UNM forms signed by others.
- Contract forms promulgated by others signed by UNM.

The term "contract" does not include written agreements between different departments or other similar units of the University. While such interdepartmental agreements are not legally binding on the departments or units that participate in the agreement, they may serve the useful purpose of memorializing agreed upon arrangements between departments. Interdepartmental written agreements should be in form of a memorandum signed by one or more cognizant vice

presidents or executive vice presidents, as appropriate. University Purchase Orders, although contracts, are also discussed in UAP 4320 ("Purchasing Goods Off Campus") and UAP 4325 ("Purchasing Professional Services From Independent Contractors").

3. Signature Authority and Delegation

The University has a centralized system of signature authority. The Regents have delegated general signature authority to the President, who has delegated portions of that authority to the Chancellor for Health Sciences, Provost, executive vice presidents, vice presidents, Chief Procurement Officer, and Vice President for Human Resources under this Policy. Although under limited circumstances these positions may further delegate that authority by using the Delegation of Signature Authority Form (Exhibit A.), such delegations require approval by the President and should be used only when necessary and not defeat the centralized intent of this Policy. After obtaining the President's approval the individual requesting the delegation should forward a copy to the Policy Office and to the individual being delegated signature authority. Exhibit B1 (Main Campus and Branches) and Exhibit B2 (Health Sciences Center) list all such delegations made prior to the date shown on the exhibit and will be updated regularly.

All delegations shall be to a position within the University and not to the individual holding the position at the time of the delegation. When there is turnover in a position, the new individual has the authority of the previous incumbent. Persons in an acting or interim position also have the general signature authority of that position.

All contracts must be reviewed by a contract review officer for legal form, prior to signature. If a contract is a form contract using language that has been approved by University Counsel's Office then a person with signature authority may, at his or her discretion, sign it without review by a contract review officer.

4. General Delegation of Signature Authority

Throughout this section, certain signature authority delegations are made for "main campus and the branches." For the purposes of this Policy, "main campus and the branches" refers to all components of The University of New Mexico outside of the Health Sciences Center, including, for example off-campus centers, graduate centers, the athletic campus, rented buildings, and other off-campus sites.

4.1. Operations

The Executive Vice President for Administration has authority to sign all contracts, except those reserved to the President, Chancellor for Health Sciences, or to the Regents and those used for the purchase of goods and/or services (refer to Section 4.2. herein).

The Chancellor for Health Sciences has authority to sign all contracts for the Health Sciences Center and the UNM Health System, except those reserved to the President or to the Regents, contracts for the purchase of goods and/or services (refer to Section 4.2. herein), settlement

agreements (except in accordance with Section 4.7. herein), intellectual property assignments (refer to Section 4.8. herein), real estate contracts (refer to Section 4.9. herein), and contracts for purchase of construction and certain professional services (refer to Section 4.10. herein).

Signature of employment contracts for officials reporting to the President is reserved to the President and may not be delegated.

These delegations overlap with many of the more specific delegations listed below.

4.2. Contracts for Certain Goods and/or Services

The Chief Procurement Officer or delegee has exclusive authority to sign contracts for the purchase of goods and/or services, other than construction contracts and certain professional services contracts, as set forth in Section 4.10. herein. The purchase of goods and/or services for clinical components of the Health Sciences Center may be performed by The University of New Mexico Hospital Purchasing Department, as a separate satellite purchasing office of the University, in compliance with University procurement policies and procedures.

4.3. Research and Other Sponsored Projects

4.3.1. Main Campus and the Branches

4.3.1.1. Contracts and Grants Documents

The Executive Vice President for Administration has authority to sign contracts and grant documents requiring approval for sponsored projects for main campus and the branches.

4.3.1.2. Proposals

The Vice President for Research has authority to sign proposals for sponsored projects.

4.3.1.3. Research Contracts Not Covered by Other Sections

The Vice President for Research has authority to sign research contracts not involving the receipt or expenditure of funds or otherwise incurring direct financial obligations and not covered by other sections.

4.3.2. Health Sciences Center

The Chancellor for Health Sciences has authority to sign contracts, grant documents, proposals, and other agreements for research or sponsored projects for the Health Sciences Center and the UNM Health System.

4.4. Employment Contracts

4.4.1. Faculty Employment

The Provost/ Executive Vice President for Academic Affairs has authority to sign faculty employment offers and contracts for main campus and the branch campuses. The Chancellor for Health Sciences has authority to sign faculty employment offers and contracts for the HSC and the UNM Health System.

4.4.2. Staff Employment

4.4.2.1. Annual Employment Contracts

The executive vice president or vice president responsible for the position being employed and the Chancellor for Health Sciences and the President have authority to sign employment contracts and offers for contract employees under UAP 3240 ("Contract Employees").

4.4.2.2. Offers of Employment

All offer letters must be produced and completed by the Division of Human Resources for signature by the hiring official. Any changes or variations to the offer letter must be approved in advance by the Vice President for Human Resources.

4.4.3. Student Employment

The Provost/Executive Vice President for Academic Affairs has authority to sign contracts for student employment, including work study for main campus. The Chancellor for Health Sciences has authority to sign contracts for student employment, including work study for the HSC and the UNM Health System.

4.5. Contracts Affecting Students

4.5.1. Financial Aid and Loans to Students

The Provost/Executive Vice President for Academic Affairs has authority to sign applications and proposals to outside funding entities, short term emergency promissory notes to students, and other agreements relating to financial aid programs administered by Student Financial Aid. The Executive Vice President for Administration has authority to sign contracts with outside funding entities and other loans to students.

4.5.2. Student Housing

The Executive Vice President for Administration has authority to sign contracts relating to student housing.

4.5.3. Other Contracts Relating to Students and Not Covered by Other Sections

The Provost/Executive Vice President for Academic Affairs has authority to sign other contracts relating to students not involving the receipt of funds. Executive Vice President for

Administration has authority to sign other contracts relating to students involving the receipt of funds.

4.6. Academic Matters

The Provost/ Executive Vice President for Academic Affairs has authority to sign contracts concerning academic matters not involving the receipt or expenditure of funds for main campus. The Chancellor for Health Sciences has authority to sign contracts concerning academic matters not involving the receipt or expenditure of funds for the HSC and the UNM Health System.

4.7. Settlement Agreements

When the contract is a settlement agreement, release of rights, or similar agreement resolving legal claims against the University, it must be co-signed by an attorney in the University Counsel's Office, as well as signed by the University President and Chancellor for Health Sciences, Provost/ Executive Vice President for Academic Affairs, Executive Vice President for Administration/CFO/COO, or vice president who has responsibility for the matter.

It is the official policy of the University to avoid financial settlements of claims and lawsuits against the University except when appropriate. The University shall not agree to pay a financial settlement without (a) an appropriate risk assessment of the case, (b) written approval by the Chancellor for Health Sciences, Provost, or Executive Vice President for Administration/CFO/COO, and (c) final approval by the University President. A financial settlement payment by the University of $400,000 or more must also be approved by the Board of Regents.

4.8. Intellectual Property Assignments

The Executive Vice President for Administration has authority to sign agreements assigning intellectual property rights by or to the University, except contracts for purchases by the University which must be signed by the Chief Procurement Officer (refer to Section 4.2. herein).

4.9. Real Estate

4.9.1. Main Campus and the Branches - Real Estate

4.9.1.1. Short-Term Leases of UNM Real Property and Leases of Others' Real Property of a Period of Six (6) Months or Less

The Chief Procurement Officer is authorized to sign all short-term real estate leases.

4.9.1.2. Long-Term Leases of UNM Real Property and Leases of Others' Real Property of a Period Exceeding Six (6) Months

The Executive Vice President for Administration and the Chief Procurement Officer are authorized to sign all long-term real estate contracts. Both signatures are required.

4.9.1.3. Other Real Estate Contracts

The Executive Vice President for Administration is authorized to sign all other real estate contracts.

4.9.2. Health Sciences Center

The Chief Procurement Officer and the Executive Vice President for Administration have authority to sign real estate contracts for the Health Sciences Center to the extent provided in Section 4.9.1. above, with the proviso that all such contracts must bear the written approval of the Chancellor for Health Sciences.

4.10. Construction Contracts with External Contractors and Contracts for Purchase of Professional Services Related to Architectural Services, External Auditing Services, Debt Financing, and Investment Management

The Executive Vice President for Administration and the Chief Procurement Officer are authorized to sign all construction contracts with external contractors and contracts for purchase of professional services related to architectural services, external auditing services, debt financing, and investment management. Both signatures are required.

4.11. Athletics

The Vice President for Athletics is authorized to sign all game contracts and contracts for rental of Athletic facilities.

5. Contract Review

Each contract must be carefully reviewed by the University employee initiating the contract and a University contract review officer. The University administrator with signature authority may designate additional review requirements for particular types of contracts, such as University Counsel for legal issues or Controller's review for budget. If the contract is reviewed by University Counsel or an Associate/Assistant University Counsel, it still requires review by a contract review officer.

Pre-approved Form Contracts (refer to Section 6. herein) have been thoroughly reviewed for legal form by the Office of University Counsel, and therefore do not require review by a contract review officer, unless additional language has been added, any blanks are not filled in, or exhibits/addendums are attached. (Sections 5.2.and 5.3. herein do not apply).

5.1. University Employee Initiating the Contract

The person initiating the contract for the University is responsible for reading the contract entirely and determining that:

- the contract language accurately reflects the current state of negotiations;
- the contract meets programmatic and University mission requirements;
- the contract represents a good deal for the University;
- the contract defines measurable deliverables;
- he or she can ensure compliance with the obligations it places on the University;
- safety and risk management concerns have been reasonably addressed; and
- the contract is sufficiently clear and consistent.

After being satisfied with the form and content of the contract, the initiating employee must complete the appropriate sections of the Contract Review Form (Exhibit C.) To the extent the initiating employee does not understand the proposed contract, or is uncomfortable with any of its provisions, he or she should note that information on the Contract Review Form or attach an explanatory memo. He or she shall submit the contract along with any other necessary documents, such as a copy of the purchase requisition where required, to the appropriate contract review officer for processing. Contract review officers for each area of specialty within the University are listed on the Contract Review Form. The initiating department should submit a purchase requisition, if required, into the system for approval; however a purchase order will not be processed until the signed contract and the Contract Review form is received by the Purchasing Department.

5.1.1. Contract Amendments

Any material changes to contracts will be processed in the same manner as the original contract and must indicate which contract they pertain to.

5.2. Contract Review Officer

Each administrator granted signature authority by this policy shall designate one or more contract review officers for contracts under their purview. All contract review officers shall be UNM employees. The University Counsel's Office will train contract review officers and will set training requirements necessary to maintain contract review officer status. The contract review officer will review for the concerns described in Section 5.1. herein with particular attention to safety and risk issues. The contract review officer shall also perform the following review functions for each contract, prior to submission to a person with signature authority.

5.2.1. Legal Form

The contract review officer shall review contracts to ensure all the requirements listed in Section 5.1. have been met and review the contract to the extent appropriate for:

- consistency with law (obtaining University Counsel review, if necessary);
- consistency with UNM rules and regulations;
- reasonable internal consistency and clarity; and

- consistency with any predecessor documents.

5.2.2. Other Institutional Reviews

The contract review officer shall determine what other institutional reviews are necessary prior to submission of the contract for signature, indicate these reviews on the form, and coordinate obtaining the appropriate reviews. In particular, contract review officers are responsible for making sure that departments which will be obligated or otherwise affected by the performance of a contract have an adequate opportunity to review the contract. The routing for particular types of contracts will generally be established by the person with signature authority. The contract review officer will coordinate the reviews and then forward the contract to the person with signature authority.

5.3. Contract Review Form

Contracts submitted for signature must be accompanied by a Contract Review Form (Exhibit C.). Individuals reviewing the proposed contract prior to its signature (execution) shall sign the Contract Review Form indicating that they have reviewed it, and what they reviewed it for. The Contract Review Form will normally have at least two (2) signatures consisting that of the initiating employee (originator), and that of a contract review officer.

5.4. Signature (Execution) of Contract on Behalf of University

The contract review officer will forward the contract to the University administrator who has been delegated signature authority for that contract. The administrator who signs the contract shall appoint a UNM employee responsible for monitoring contract performance in accordance with UAP 2015 (“Contract Monitoring"). The administrator who signed the contract or his or her designee will send a copy of the contract and a contract coversheet to the University Purchasing Department via email to contract@unm.edu or to a departmental CMS administrator approved by the Purchasing Department. The Purchasing Department or the CMS administrator will add the contract to the Contract Management System, which serves as a repository for all contracts that obligate the University and provides information for contract tracking and monitoring.

6. Form Contracts

6.1. Pre-approved Form Contract Review

Form contracts that have been pre-approved by University Counsel's Office do not require review by a contract review officer prior to execution, provided that any blanks are filled in as per any instructions on the form, provided the language has not been altered, and there are no exhibits or addendums. The University Secretary shall assign a number to each such pre-approved form contract and shall maintain a record of them.

6.2. Contracts for the Purchase of Goods and Services

The President and the Chief Procurement Officer may adopt policies and procedures authorizing the execution of pre-approved Purchase Order forms to be used in limited circumstances defined in the policies and procedures in Section 4000 of the University Administrative Policies and Procedures Manual by individuals defined in those policies and procedures. Any such policies and procedures now in existence are hereby confirmed as part of this policy.

7. Compliance

No University employee may sign (execute) any contract purporting to be on behalf of the University, unless delegated signature authority to do so, pursuant to this policy. Any employee who violates this section may be subject to disciplinary action. No contract signed by a person without signature authority delegated by the Board of Regents or pursuant to this policy shall be binding on the University.

8. Records Retention

Each administrator who signs a contract shall keep the signed contract on file or designate where the signed contract should be kept. The contract will be kept on file for at least the period of the contract plus three (3) years or the period of time required by law, whichever is longer. If signed contracts are sent to a different location, a log should be kept describing the contract and indicating where it was sent. The University Secretary's Office should be advised of the location.

9. Attachments

Exhibit A. - Delegation of Signature Authority Form (To complete this form using MS Word click here).
Exhibit B1. - Delegation of Signature Authority for Main Campus and Branches
[redacted] - Delegation of Signature Authority for Health Sciences Center
Exhibit C. - Contract Review Form (To complete this form using MS Word click here).

Attachment 10

University Business Policy

2010

DELEGATIONS OF SIGNATURE AUTHORITY FOR THE HEALTH SCIENCES CENTER AND UNM HOSPITAL EXHIBIT B2 TO POLICY 2010

Effective Date: 6/15/2012
Revised: 3/4/2015, 6/5/2015, 8/4/2015, 3/14/2016

As stated in University Business Policy 2010, § 3, "All delegations shall be to a position within the University and not to the individual holding the position at the time of the delegation. When there is turnover in a position, the new individual has the authority of the previous incumbent. Persons in an acting or interim position also have the general signature authority of that position."

Del. No.	Type of Contract	Position with Authority	Limitations
010BF	Research and other sponsored projects	Vice President for HSC/UNM Finance and University Controller	None
012BF	Research and other sponsored projects	Vice President for HSC/UNM Finance and University Controller	None
177BF	Assignments of University-owned intellectual property created by Health Sciences Center employees to STC and assignments of University-owned intellectual property created by Health Sciences Center employees to the inventors	Chancellor for Health Sciences; Vice Chancellor for Research, Health Sciences Center	None
014HSC	Letters of offer for University Hospital staff	Executive Director of University Hospital Human Resources	None
041HSC	Releases of claims in settlement of the pediatric oncology claims and lawsuits	Senior Assoc University Counsel	None
043HSC	Settlements of University of New Mexico Hospital lien cases	CEO of University of New Mexico Hospital	Agreements must be signed for approval by an attorney in the University Counsel's Office
048HSC	Collective bargaining agreements with unions representing University of New Mexico Hospital employees (local 2166 and Local 1199)	CEO of University of New Mexico Hospital	None

Del. No.	Type of Contract	Position with Authority	Limitations
061HSC	Only hospitals and their associated outpatient clinics operated by the Health Sciences Center that do not involve exchange of funds	Assoc VP for Clinical Operations	None
084HSC	HSC pre-award research contracts relating primarily to confidentiality, material transfer, data use, or HIPAA-related issues	Senior Assoc Dean for Research (SOM)	Approval by CON or COP Dean, as appropriate; legal approval required for MTAs and data use agreements
102HSC	Employment contracts for senior UNM Hospital's administrative staff who report directly to the CEO, UNM Hospital	CEO, UNM Hospital	None
104HSC	HSC clinical facilities reassignment agreements w/ part-time employee, contract, and volunteer providers of professional services to UNMHSC patients for billing and collection of professional fees	CEO, UNM Hospital	None
105HSC	HSC house officer educational/training contracts and house officer special compensation agreements	Executive Dean, SOM Assoc Dean, Graduate Medical Education, SOM CEO, UNM Hospitals (incoming house officer rotations only)	None
107HSC	Fundraising contracts not involving expenditure of funds	HSC Chief Administrative Officer (for HSC, not involving clinical facilities) CEO, UNM Hospitals (for clinical facilities only)	None
108HSC	HSC clinical facilities reassignment agreements with part-time employee, contract, and volunteer providers of professional services to UNMHSC patients, for billing and collection of professional	Assoc VP for Clinical Operations	None

Del. No.	Type of Contract	Position with Authority	Limitations
	fees		
110HSC	Contracts for emergency loans to HSC students (including those signed only by student or only by UNM)	Executive Dean, SOM only Senior Assoc Dean for Education (SOM only) Dean, College of Pharmacy only Dean, College of Nursing only	None
111HSC	HSC house officer educational/training contracts and house officer special compensation agreements	Executive Dean, School of Medicine; Assoc Dean, Graduate Medical Education, School of Medicine; Assoc VP for Clinical Operations (incoming house officer rotations only)	Approval by Assoc Dean for Graduate Medical Education required for non-UNM house officers rotating in to UNM clinical facilities
112HSC	Fundraising contracts not involving expenditure of funds	HSC Chief Administrative Officer (for HSC) not involving clinical facilities; Assoc VP for Clinical Operations (for clinical facilities only)	None
113HSC	HSC expert witness agreements w/ government agencies	Executive Dean, SOM Senior Assoc Dean, Academic Affairs, SOM Dean, College of Pharmacy (for COP only) Dean, College of Nursing (for CON only)	None
114HSC	HSC house officer employment contracts (includes residents, interns, fellows)	Executive Dean, SOM Assoc Dean, Graduate Medical Education, SOM	None
115HSC	HSC clinical & non-clinical services, consulting (including research), training and collaboration agreements involving individual providers or departments, not involving expenditure of funds	Executive Dean, School of Medicine (School of Medicine only); Asst Dean, Administration, School of Medicine (School of Medicine only); Senior Assoc Dean for Research (SOM research only); Dean, College of Pharmacy (College of Pharmacy only); Dean, College of Nursing (College of Nursing only); Director, CRTC (CRTC only); Assoc VP for Clinical	Approval by Director, Clinical Contract Services, required; approval of appropriate department chair required for SOM contracts

Del. No.	Type of Contract	Position with Authority	Limitations
		Operations (clinical facilities only); Assoc VP for Financial Services (HSC administration only)	
116HSC	Licenses for short-term use of HSC space by outside parties for special programs	HSC Chief Administrative Officer (for space other than in clinical facilities); Assoc VP for Clinical Operations (for space in clinical facilities only)	Approval by Director, HSC Facilities Planning required
117HSC	Employment contracts for senior University Hospitals administrative staff who report directly to the Assoc VP for Clinical Operations	Assoc VP for Clinical Operations	None
120HSC	HSC clinical trial agreements, research agreements, and contracts funded with sponsored awards, excluding clinical contracts	HSC Assoc VP for Financial Services, Assoc Controller	None
121HSC	HSC proposals for sponsored research	Contract and Grant Administrators Sr. Contract and Grant Administrators Manager/Supervisor, PreAward	None
122HSC	HSC pre-award research contracts relating primarily to confidentiality, material transfer, data use, and HIPAA-related issues; and IRB authorization agreements	Sr Assoc Dean for Research, SOM (for all HSC) Executive Dean, SOM	Approval by CON or COP Dean, as appropriate Legal review required for MTAs, data use agreements, and IRB authorization agreements Authorized position may not sign contracts for which there may be a conflict of interest
124HSC	HSC clinical trial agreements, research agreements, and contracts funded w/ sponsored awards, excluding clinical contracts	Supervisor of Fiscal Services	None Period of Authority will be from 03-27-06 through 04-03-06

Del. No.	Type of Contract	Position with Authority	Limitations
133HSC	HSC clinical managed care contracts, clinical global and master contracts involving multiple departments	Executive Physician-in-Chief, UNM Health System; UNM Health System Chief Operating Officer (Clinical Facilities Only)	Use of HSC for purposes of this delegation does not include UNM Sandoval Regional Medical Center, Inc. or UNM Medical Group, Inc.
134HSC	Contracts for debt financing and investment management related to financial assets of UNM Hospitals	Chief Financial Officer, UNM Hospitals CEO, UNM Hospitals	None
136HSC	Lovelace GME Affiliation Agreement regarding resident aggregate caps	HSC Chief Administrative Officer	None
146HSC	HSC clinical & non-clinical services, consulting (including research), training and collaboration agreements involving individual providers or departments, excluding purchase agreements	Assistant Dean for finance & Administration, School of Medicine; Administrator, School of Medicine; Senior Associate Dean for Research (SOM research only); CEO, UNM Hospitals (UNM Hospital facilities only); Associate VP for Financial Services	Approval by Director, Clinical Contract Services, required for clinical services; Approval of appropriate department chair required for SOM contracts
147HSC	HSC locum tenens and specialty extension services contracts for which there is no expenditure of funds	Director of Finance, School of Medicine; Chief Financial Services Officer for the UNMHSC	None
148HSC	HSC confidentiality, non-disclosure, license, and similar intellectual property agreements required by hardware and software vendors	Assoc VP for Knowledge management & IT (for HSC, not involving clinical facilities); CEO, UNM Hospital (for clinical facilities only); UNMH Chief Information Officer (for clinical facilities only)	May not involve the receipt or expenditure of funds or otherwise incur direct financial obligations
157HSC	HSC clinical trial agreements, research agreements, and contracts funded with sponsored awards, excluding contracts	Vice President for HSC/UNM Finance and University Controller; Chief Budget and Finance Officer; Director, Financial Systems & Restricted Accounting	None
165HSC	HSC subaward agreements	Vice President for HSC/UNM Finance and University Controller; Chief Budget and Finance Officer, HSC; Director, Financial Systems and Restricted Accounting	None

Del. No.	Type of Contract	Position with Authority	Limitations
167HSC	HSC proposals for sponsored projects	Contract and Grant Administrators; Sr. Contract and Grant Administrators; Contract & Grant Supervisor; Manager/Supervisor, PreAward; Associate Director, Financial Services/HSC PreAward	None
168HSC	HSC clinical and non-clinical services, consulting (including research), training and collaboration agreements involving individual providers or departments, excluding purchase agreements	HSC Associate Vice President for Administration; Director of Finance, School of Medicine; Administrator, School of Medicine; Senior Associate Dean for Research (SOM research only); CEO, UNM Hospitals (UNM Hospital facilities only); Vice President for HSC/UNM Finance and University Controller; Chief Budget and Finance Officer	Approval by Director, Clinical Contract Services, required for clinical services; Approval of appropriate department chair required for SOM contracts.
170HSC	HSC student employment contracts and training affiliation agreements	Executive Dean, School of Medicine; Director of Finance, School of Medicine; Administrator, School of Medicine; Dean, College of Pharmacy; Dean, College of Nursing; Director, Health Sciences Library and Informatics Center; Associate Vice President for Administration (HSC administration only); Senior Associate Dean for Education, School of Medicine; CEO, UNM Hospitals (incoming students only)	None
173HSC	Agreements licensing third parties to use, for research purposes only, intellectual property of UNMHSC, but only for such intellectual property as has been assigned back to UNMHSC and/or UNMHSC inventors by STC.	Vice President for Research, Health Sciences Center	None
175HSC	Licenses for short-term use	Chief Administrative Officer,	None

Del. No.	Type of Contract	Position with Authority	Limitations
	of HSC space by outside parties for special programs	HSC (for space other than in clinical facilities); Health System Chief Operations Officer (for space in clinical facilities only)	
176HSC	HSC pre-award research contracts relating primarily to confidentiality, material transfer, data use, and HIPAA-related issues; and IRB authorization agreements	Vice Chancellor for Research, Health Sciences Center; Executive Vice Dean, School of Medicine (when Vice Chancellor for Research not available)	Approval by CON Dean with respect to contracts involving CON; approval by COP Dean with respect to contracts involving COP; legal review if appropriate as determined by signature authority holder; authorized position may not sign contracts for which there may be a conflict of interest
178HSC	PC Dash software license and service agreements	Chief Budget and Finance Officer; Chief Administrative Officer	None
179HSC	Invoices and Financial Reports for contracts and grants funded with sponsored awards	HSC Chief Financial Services Officer; Accountant, H4-Post Discipline SC Financial Services	None
180HSC	Agreements regarding credentialing and privileging by proxy as to which providers on the Medical Staff at UNM Hospitals will be providing telehealth and/or telemedicine services at third-party hospitals	Chair, UNM Hospitals Credentials Committee or Executive Director, Medical Staff Affairs	Contracts must also evidence that they have been reviewed and approved as to form by the HSC Office of University Counsel
025PUR	Purchase of goods and/or services for clinical components of HSC other than construction contracts & designated professional services	Executive Director of Financial Planning and Analysis, UNMH *(specially authorized by* Doctor #8 redacted *in 5/17/2012 memorandum)* Area Director of Material Management, UNMH	None
036PUR	Goods and/or services for clinical components of HSC, other than construction contracts and designated professional services	UNMH Purchasing Manager	None

Attachment 11

2012 UNM - PP

of New Mexico

House Officer Affiliation

Agreement

11-15

HOUSE OFFICER AFFILIATION AGREEMENT

The Regents of the University of New Mexico, for its public operation known as the Health Sciences Center, specifically for the School of Medicine (the "University"), and Planned Parenthood of New Mexico, Inc. (the "Institution"), a New Mexico domestic non-profit corporation, agree:

RECITALS

A. The caseload at the Institution is adequate to provide an opportunity for University resident physicians ("House Officers") to obtain practical and didactic exposure to patient management under the supervision of the medical staff of the Institution.

B. The purposes of this Agreement are:

1. To establish a training and educational program for House Officers while on rotation at the Institution;

2. To ensure a close working relationship between the University and the Institution;

3. To benefit both the University and the Institution through provision of quality medical education and training by allowing participation by House Officers in the delivery of health care services by the medical staff of the Institution;

4. To provide House Officers with opportunities to acquire specific skills and knowledge in designated specialty areas through experience in patient care delivery by qualified physicians; and

5. To enable House Officers to become knowledgeable about operational aspects of various types of health delivery systems.

II. RESPONSIBILITIES OF THE INSTITUTION

A. The Institution will:

1. Accept for training the number of House Officers to be determined jointly by the Institution and the University.

2. Make available its clinical and related facilities and its personnel to provide quality learning experiences for House Officers during their educational rotation at the Institution under the supervision of qualified Institution personnel.

3. Designate one or more clinical supervisors who will: (a) coordinate the House Officer's clinical education experience, conferences, course and programs; (b) arrange schedules to the degree possible to avoid conflict with other educational courses; and (c) coordinate all aspects of training of House Officers with the appropriate University clinical department chairperson or program director and the Associate Dean for Graduate Medical Education or designee.

4. Make patients aware that House Officers from the University of New Mexico Health Sciences Center are providing services to patients in Institution's facility(ies) and that they have the right to ask whether House Officers will be involved in their treatment, by either (a) posting a notice to that effect; or (b) ensuring that the House Officer is wearing a University-issued badge identifying him/herself as a resident physician at the University of New Mexico Health Sciences Center.

5. Permit the University's clinical department chairpersons or program directors to review the Institution's educational program, participate in the selection of clinical supervisors and inspect its clinical facilities.

6. Permit the University to coordinate all aspects of the educational program with the Institution's clinical supervisors.

7. Provide House Officers with use of classrooms, storage space, sleeping quarters (while they are on call), dining facilities, dressing and locker room space and similar facilities while they are on rotation at the Institution.

8. Provide periodic reports as may be required by the University Graduate Medical Education Office or the appropriate University clinical department chairperson or program director.

9. Adhere to the Accreditation Council on Graduate Medical Education Program Requirements for Residency Education.

B. If necessary, the Institution will provide emergency medical treatment of House Officers while they are on rotation at the Institution. The cost of such treatment will be paid by the House Officer or the House Officer's third party payor.

C. The Institution will provide all necessary personnel at levels compatible with provision of quality health care and with the Institution's supervisory responsibility for training of House Officers.

III. RESPONSIBILITIES OF THE UNIVERSITY

A. The University will:

1. Identify specific House Officers who will be assigned full time or part time for training at the Institution.

2. Provide the Institution with identification of assigned House Officers and the desired rotational schedule for each House Officer.

3. Require House Officers to conform to the policies and procedures of the Institution, under the direction of the Institution's designated clinical supervisors.

4. Assure that House Officers are informed of, and comply with, all applicable Institution rules and regulations.

5. Assume administrative responsibility for control and discipline of House Officers.

6. Assure that House Officers are duly licensed as such by the New Mexico Board of Medical Examiners.

7. Assure that House Officers have appropriate health care coverage and other benefits as provided in Exhibit A in accordance with applicable accreditation standards.

8. Adhere to the Accreditation Council on Graduate Medical Education Program Requirements for Residency Education.

B. House Officers will meet all reasonable health standards imposed by applicable laws and regulations or imposed by the Institution. Copies of Institutional standards will be provided by the Institution to the University and the House Officers.

C. The University faculty member (program director) responsible for the House Officer's rotation at the Institution will send a letter ("Program Letter") to the Institution's medical staff member responsible for the House Officer's supervision at the Institution, that provides the following specific information:

1. The individual at the Institution who is designated to assume administrative, educational and supervisory responsibility for the House Officer;

2. The educational goals and objectives of the House Officer's rotation at the Institution;

3. The period of assignment of the House Officer at the Institution, the financial arrangements, and information regarding the House Officer's performance; and

4. The Institution's responsibilities for teaching, supervision and formal evaluation of the House Officer's performance; and

5. The policies and procedures that govern the House Officer's education while on rotation at the Institution.

Upon delivery to the Institution, these Program Letters are incorporated by reference into this Agreement, as if fully set forth herein.

IV. SPECIAL PROVISIONS

A. This program is educational, and is not designed to replace, nor will it result in the replacement of, employees of the Institution, nor will it impair existing contracts for services. The House Officers will be under the supervision of the Institution's personnel, will not take the place of the Institution's regular personnel in providing health care services to the Institution's patients, and will not provide full and complete technical and/or professional direction of patient care, but will participate in such care with the medical staff of the Institution.

B. The Institution recognizes that the University has established personnel policies and benefits for House Officers. The Institution will consult with the University Associate Dean for Graduate Medical Education and the designated Program Director when considering: (1) refusing to accept assignment of a House Officer; (2) suspension of a House Officer for any reason; or (3) barring any House Officer from participation for failure to fulfill the terms of this Agreement.

C. The number and distribution of House Officers among the divisions of the Institution will be agreed upon by the University and the Institution at the beginning of each training period. The Institution specifically reserves the right to make any and all changes it deems necessary to ensure accomplishment of its mission; provided, however, that the Institution will not make any changes after the date agreed upon by the Institution and the University at the beginning of each training period. The Institution will promptly inform the University in writing of any changes, but any such changes will be made at the sole discretion of the Institution.

V. INSURANCE AND LIABILITY

A. As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of that party's employees or (in the case of University) House Officers. The University is provided professional liability coverage for its House Officers and University-employed faculty members for their activities at the Institution, as set forth in the New Mexico Tort Claims Act, Sections 41-4-1 etseq. NMSA 1978, as amended. The liability of the House Officers and faculty employed by the University will be subject in all cases to the

limitations and immunities of the New Mexico Tort Claims Act. Subject to the New Mexico Tort Claims Act, the University will indemnify, defend and hold harmless Institution and its employees, officers, agents, and representatives from and against any and all loss, damage, liability or claims (including reasonable attorneys' fees) arising from the negligent acts or omissions of University, House Officer, or its employees, in connection with this Agreement, provided that the indemnities herein do not extend to claims arising from or in any way related to the negligent acts or omissions of Institution, its employees or agents.

B. If a complaint is made, or a claim or suit is initiated or filed naming or otherwise involving a House Officer or a University employee, the Institution will immediately provide written notice to the Graduate Medical Education Office of the School of Medicine, the University's Health Sciences Center Risk Management Department, and the University's Health Sciences Center Office of University Counsel. If a claim or suit is filed or initiated against the Institution, naming or otherwise involving alleged actions or omissions of a House Officer, the University will manage and control all aspects of the defense on behalf of the House Officer in accordance with the New Mexico Tort Claims Act. To the extent permitted by the New Mexico Tort Claims Act, the University will coordinate its defense with that of the Institution.

VI. TERM AND TERMINATION

This Agreement will become effective on 1 May 2011 and will continue through 30 June 2015 unless earlier terminated by either party by providing written notice of intent to terminate to the other party at least sixty (60) days prior to the proposed date of termination.

VII. REIMBURSEMENT

The University will be responsible for the salary and fringe benefits of House Officers for the period the House Officers perform services at the Institution.All House Officers are paid the same amount at each level of appointment, regardless of assignment.

VIII. HIPAA COMPLIANCE

A. The parties will comply with the applicable provisions of HIPAA and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions (collectively, the "HIPAA Requirements"). The parties will not use or further disclose any Protected Health Information or Individually Identifiable Health Information (as such terms are defined in the HIPAA regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement.

B. The University will ensure that House Officers have been provided training with regard to the HIPAA Requirements, and will provide Institution with a certificate of training evidencing that this requirement has been met. Additionally, the Institution may require each House Officer to sign a Confidentiality Agreement and an Acknowledgement that the House Officer has received Institution's Notice of Privacy Practices.

IX. MISCELLANEOUS

A. **Entire Agreement.** This Agreement and the Program Letters referenced in Section III-C of this Agreement represent the entire understanding between the parties and supersede any prior agreements or understandings with respect to the subject matter of this Agreement.

B. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed as a waiver of any subsequent breach of this Agreement.

C. **Modifications.** No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties.

D. **Non-Assignability.** This Agreement will not be assigned by either party, nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party.

E. **Governing Law.** This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.

F. **Severability.** The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.

G. **Marketing Materials.** Neither the University nor the Institution will use the other's name in any publicity or advertising materials without prior written consent of the other party; provided, however, that either party may indicate to individual House Officers or potential House Officers the existence and scope of the training programs available at the Institution.

H. **Confidentiality**

1. **Patient and House Officer Records.** The confidentiality of patients' medical records and House Officers' academic records will be maintained by the parties in accordance with applicable federal and state laws and regulations.

2. **Compensation.** The Institution and the University will not disclose the compensation payable to the University pursuant to this Agreement, except to the extent required by applicable laws or regulations or as may be required to carry out the terms of this Agreement.

I. **Retention of Records.** The Institution and the University will maintain detailed records associated with assignment of House Officers and payments to the University pursuant to this Agreement for a period of at least five years after termination of this Agreement, and will allow access for inspection by the Institution, the University, the Secretary for Health and Human Services, the Comptroller General and the Inspector General to such records for the purpose of verifying costs associated with provision of services under this Agreement.

J. **Relationship of Parties.** House Officers and employees of the University will not be considered employees of the Institution for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of the Institution. As trainees working under the direct control of Institution's clinical instructors, House Officers will be part of Institution's "workforce" for purposes of compliance with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA"). Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

K. **Cooperation and Dispute Resolution.** The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.

L. **Third Parties.** Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.

M. **Eligibility for Participation in Government Programs.** Each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other

party immediately upon becoming aware of any pending or final action in any of these areas.

N. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and will be sent by certified mail, return receipt requested, postage prepaid, as follows:

To the University at: Office of Graduate Medical Education

[redacted]

To the Institution at: Planned Parenthood of New Mexico, Inc

[redacted]

O. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns.

INSTITUTION: Planned Parenthood of New Mexico, Inc

[redacted]

Date: 6/5/2012

UNIVERSITY: REGENTS OF THE UNIVERSITY OF NEW MEXICO, FOR THE SCHOOL OF MEDICINE

[redacted]

Date: 6/13/12

Approved as to form:

[redacted]

Date: 6/11/12

Attachment 12

2013 UNM – PP

of the Rocky Mountains

House Officer Affiliation

Agreement

13-18

HOUSE OFFICER AFFILIATION AGREEMENT

The Regents of the University of New Mexico, for its public operation known as the Health Sciences Center, specifically for the School of Medicine (the "University"), and Planned Parenthood of the Rocky Mountains, Inc. (the "Institution"), agree:

RECITALS

A. The caseload at the Institution is adequate to provide an opportunity for University resident physicians ("House Officers") to obtain practical and didactic exposure to patient management under the supervision of the medical staff of the Institution.

B. The purposes of this Agreement are:

1. To establish a training and educational program for House Officers while on rotation at the Institution;

2. To ensure a close working relationship between the University and the Institution;

3. To benefit both the University and the Institution through provision of quality medical education and training by allowing participation by House Officers in the delivery of health care services by the medical staff of the Institution;

4. To provide House Officers with opportunities to acquire specific skills and knowledge in designated specialty areas through experience in patient care delivery by qualified physicians; and

5. To enable House Officers to become knowledgeable about operational aspects of various types of health delivery systems.

I. RESPONSIBILITIES OF THE INSTITUTION

A. The Institution will:

1. Accept for training the number of House Officers to be determined jointly by the Institution and the University.

2. Make available its clinical and related facilities and its personnel to provide quality learning experiences for House Officers during their educational rotation at the Institution under the supervision of qualified Institution personnel.

3. Designate one or more clinical supervisors who will: (a) coordinate the House Officer's clinical education experience, conferences, course and programs; (b) arrange schedules to the degree possible to avoid conflict with other educational courses; and (c) coordinate all aspects of training of House Officers with the appropriate University clinical department chairperson or program director and the Associate Dean for Graduate Medical Education or designee.

4. Make patients aware that House Officers from the University of New Mexico Health Sciences Center are providing services to patients in Institution's facility(ies) and that they have the right to ask whether House Officers will be involved in their treatment, by either (a) posting a notice to that effect; or (b) ensuring that the House Officer is wearing a University-issued badge identifying him/herself as a resident physician at the University of New Mexico Health Sciences Center.

5. Permit the University's clinical department chairpersons or program directors to review the Institution's educational program, participate in the selection of clinical supervisors and inspect its clinical facilities.

6. Permit the University to coordinate all aspects of the educational program with the Institution's clinical supervisors.

7. Provide House Officers with use of classrooms, storage space, sleeping quarters (while they are on call), dining facilities, dressing and locker room space and similar facilities while they are on rotation at the Institution.

8. Provide periodic reports as may be required by the University Graduate Medical Education Office or the appropriate University clinical department chairperson or program director.

9. Adhere to the Accreditation Council on Graduate Medical Education Program Requirements for Residency Education.

B. If necessary, the Institution will provide emergency medical treatment of House Officers while they are on rotation at the Institution. The cost of such treatment will be paid by the House Officer or the House Officer's third party payor.

C. The Institution will provide all necessary personnel at levels compatible with provision of quality health care and with the Institution's supervisory responsibility for training of House Officers.

II. RESPONSIBILITIES OF THE UNIVERSITY

A. The University will:

1. Identify specific House Officers who will be assigned full time or part time for training at the Institution.

2. Provide the Institution with identification of assigned House Officers and the desired rotational schedule for each House Officer.

3. Require House Officers to conform to the policies and procedures of the Institution, under the direction of the Institution's designated clinical supervisors.

4. Assure that House Officers are informed of, and comply with, all applicable Institution rules and regulations.

5. Assume administrative responsibility for control and discipline of House Officers.

6. Assure that House Officers are duly licensed as such by the New Mexico Board of Medical Examiners.

7. Assure that House Officers have appropriate health care coverage and other benefits as provided in Exhibit A in accordance with applicable accreditation standards.

8. Adhere to the Accreditation Council on Graduate Medical Education Program Requirements for Residency Education.

B. House Officers will meet all reasonable health standards imposed by applicable laws and regulations or imposed by the Institution. Copies of Institutional standards will be provided by the Institution to the University and the House Officers.

C. The University faculty member (program director) responsible for the House Officer's rotation at the Institution will send a letter ("Program Letter") to the Institution's medical staff member responsible for the House Officer's supervision at the Institution, that provides the following specific information:

1. The individual at the Institution who is designated to assume administrative, educational and supervisory responsibility for the House Officer;

2. The educational goals and objectives of the House Officer's rotation at the Institution;

3. The period of assignment of the House Officer at the Institution, the financial arrangements, and information regarding the House Officer's performance; and

4. The Institution's responsibilities for teaching, supervision and formal evaluation of the House Officer's performance; and

5. The policies and procedures that govern the House Officer's education while on rotation at the Institution.

Upon delivery to the Institution, these Program Letters are incorporated by reference into this Agreement, as if fully set forth herein.

III. SPECIAL PROVISIONS

A. This program is educational, and is not designed to replace, nor will it result in the replacement of, employees of the Institution, nor will it impair existing contracts for services. The House Officers will be under the supervision of the Institution's personnel, will not take the place of the Institution's regular personnel in providing health care services to the Institution's patients, and will not provide full and complete technical and/or professional direction of patient care, but will participate in such care with the medical staff of the Institution.

B. The Institution recognizes that the University has established personnel policies and benefits for House Officers. The Institution will consult with the University Associate Dean for Graduate Medical Education and the designated Program Director when considering: (1) refusing to accept assignment of a House Officer; (2) suspension of a House Officer for any reason; or (3) barring any House Officer from participation for failure to fulfill the terms of this Agreement.

C. The number and distribution of House Officers among the divisions of the Institution will be agreed upon by the University and the Institution at the beginning of each training period. The Institution specifically reserves the right to make any and all changes it deems necessary to ensure accomplishment of its mission; provided, however, that the Institution will not make any changes after the date agreed upon by the Institution and the University at the beginning of each training period. The Institution will promptly inform the University in writing of any changes, but any such changes will be made at the sole discretion of the Institution.

IV. INSURANCE AND LIABILITY

A. As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of that party's employees or (in the case

of University) House Officers. Institution understands that University is not indemnifying Institution for the acts or omissions to act of University's House Officers, faculty, and/or employees. The liability of the University's House Officers, faculty, and employees will be subject in all cases to the limitations and immunities of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978, as amended.

B. The New Mexico Risk Management Division provides professional liability coverage of University, its House Officers, faculty, and employees for their health care instructional activities at the Institution as set forth in the New Mexico Tort Claims Act.

C. If a complaint is made, or a claim or suit is initiated or filed naming or otherwise involving a House Officer or a University employee, the Institution will immediately provide written notice to the University's Graduate Medical Education Office and Health Sciences Center Office of University Counsel. If a claim or suit is filed or initiated against the Institution, naming or otherwise involving alleged actions or omissions of a House Officer, the University will manage and control all aspects of the defense on behalf of the House Officer in accordance with the New Mexico Tort Claims Act. To the extent permitted by the New Mexico Tort Claims Act, the University will coordinate its defense with that of the Institution.

V. TERM AND TERMINATION

This Agreement will become effective on 1 May 2013 and will continue through 30 June 2018 unless earlier terminated by either party by providing written notice of intent to terminate to the other party at least sixty (60) days prior to the proposed date of termination.

VI. REIMBURSEMENT

The University will be responsible for the salary and fringe benefits of House Officers for the period the House Officers perform services at the Institution. All House Officers are paid the same amount at each level of appointment, regardless of assignment.

VII. HIPAA COMPLIANCE

A. The parties will comply with the applicable provisions of HIPAA and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, the federal standards for electronic transactions, and the Health Information Technology for Economic and Clinical Health ("HITECH") Act that is contained within the American Recovery and Reinvestment Act of 2009, P.L. 111-5 (collectively, the "HIPAA Requirements") and with any and all of Facility's policies, procedures, and

standards adopted from time to time with respect to the HIPAA Requirements. The parties will not use or further disclose any Protected Health Information or Individually Identifiable Health Information (as such terms are defined in the HIPAA regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement.

B. The University will ensure that House Officers have been provided training with regard to the HIPAA Requirements, and will provide Institution with a certificate of training evidencing that this requirement has been met. Additionally, the Institution may require each House Officer to sign a Confidentiality Agreement and an Acknowledgement that the House Officer has received Institution's Notice of Privacy Practices.

VIII. MISCELLANEOUS

A. **Entire Agreement.** This Agreement and the Program Letters referenced in Section III-C of this Agreement represent the entire understanding between the parties and supersede any prior agreements or understandings with respect to the subject matter of this Agreement.

B. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed as a waiver of any subsequent breach of this Agreement.

C. **Modifications.** No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties.

D. **Non-Assignability.** This Agreement will not be assigned by either party, nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party.

E. **Governing Law.** This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico, without regard to its conflict of law provisions.

F. **Severability.** The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.

G. **No Inducement to Refer.** Nothing contained in this Agreement will require either party or any physician of a party to admit or refer any patients to the other party's facilities. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-Fraud and Abuse Amendments

and the Physician Ownership and Referral Act (commonly known as the Stark Law). Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.

H. **Confidentiality**

1. **Patient and House Officer Records.** The confidentiality of patients' medical records and House Officers' academic records will be maintained by the parties in accordance with applicable federal and state laws and regulations.

2. **Compensation.** The Institution and the University will not disclose the compensation payable to the University pursuant to this Agreement, except to the extent required by applicable laws or regulations or as may be required to carry out the terms of this Agreement.

I. **Retention of Records.** The Institution and the University will maintain detailed records associated with assignment of House Officers and payments to the University pursuant to this Agreement for a period of at least five years after termination of this Agreement, and will allow access for inspection by the Institution, the University, the Secretary for Health and Human Services, the Comptroller General and the Inspector General to such records for the purpose of verifying costs associated with provision of services under this Agreement.

J. **Relationship of Parties.** House Officers and employees of the University will not be considered employees of the Institution for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of the Institution. As trainees working under the direct control of Institution's clinical instructors, House Officers will be part of Institution's "workforce" for purposes of compliance with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA"). Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

K. **Cooperation and Dispute Resolution.** The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.

L. **Third Parties.** Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.

M. **Eligibility for Participation in Government Programs.** Each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

N. **Notices.** Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and will be sent by certified mail, return receipt requested, postage prepaid, as follows:

To the University at: Office of Graduate Medical Education

[redacted]

To the Institution at: Planned Parenthood of the Rocky Mountains, Inc.

[redacted]

O. **Binding Effect.** This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns.

INSTITUTION: Planned Parenthood of the Rocky Mountains, Inc.

[redacted]

Date: 6/10/13

UNIVERSITY: REGENTS OF THE UNIVERSITY OF NEW MEXICO, FOR THE SCHOOL OF MEDICINE

[redacted]

Date: 6/10/13

Approved as to form:

[redacted]

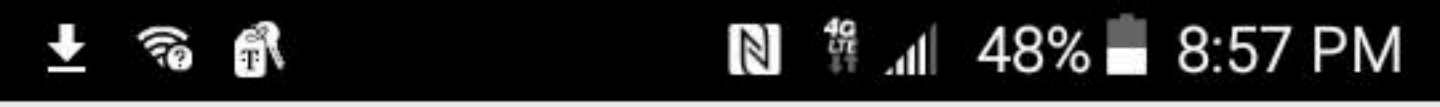
Date: 6/12/13

Attachment 13

May 2013

ACOG Legislative Activities

update



[redacted]'s district) attended the

Legislative activities update - ACOG

m.acog.org › ... › May 2013

Mobile-friendly - [redacted] MD, District VIII legislative chair ... Sixty Fellows, Junior Fellows, and medical students from our district ... MD, District VIII secretary; Dr. [redacted], MD; [redacted], MD, ...

From the editor - ACOG

m.acog.org › ... › May 2014

Mobile-friendly - Dr. [redacted]

Junior Fellows | Medical Students - ACOG

m.acog.org › ... › District II

Mobile-friendly - Welcome to the District II Junior Fellow & Medical Student Site! We have made

Attachment 14

12/14/2015 Letter

from *Doctor #1* to *Doctor #3*

UNM SCHOOL of MEDICINE

Department of Obstetrics and Gynecology

Date: December 14, 2015

To: Doctor #3 Southwestern Women's Options

Address: [redacted]

RE: Termination of Program Letter dated June 2, 2014

Dear Doctor #3

I am writing to inform you that as of the date of this letter, the University of New Mexico School of Medicine Fellowship in Family Planning is terminating the Program Letter dated June 2, 2014. We are currently seeking another rotation site that better meets the training needs of our Fellows. We very much appreciate your willingness to serve as a rotation site.

Sincerely,

Doctor #1

[redacted]

The University of New Mexico School of Medicine • MSC10 5580 • 1 University of New Mexico • Albuquerque, NM 87131-0001
Main Number 505.272.4651 • Fax 505.272.6585 • www.unm.edu

Attachment 15

May 2016 Staff Rotation to

Planned Parenthood

University of New Mexico- OB/GYN Department

May 2016

	UNM Doctor	UNM Doctor	UNM Doctor	UNM Doctor	UNM Doctor	UNM Doctor	UNM Doctor	UNM Doctor	UNM Doctor
Su 1									
Mo 2									
Tu 3								Planned Parenthood AM Planned Parenthood PM	
We 4									
Th 5									
Fr 6						Planned Parenthood AM Planned Parenthood PM			
Sa 7									
Su 8									
Mo 9									
Tu 10		Planned Parenthood AM Planned Parenthood PM							
We 11									
Th 12									
Fr 13		Planned Parenthood AM Planned Parenthood PM							
Sa 14									
Su 15									
Mo 16									
Tu 17		Planned Parenthood AM Planned Parenthood PM							
We 18									
Th 19									
Fr 20		Planned Parenthood AM Planned Parenthood PM							
Sa 21									
Su 22									
Mo 23									
Tu 24		Planned Parenthood AM Planned Parenthood PM							
We 25									
Th 26									
Fr 27		Planned Parenthood AM Planned Parenthood PM							
Sa 28									
Su 29									
Mo 30									
Tu 31									

Source: https://[redacted]

Attachment 16

UNM online directory,

Doctor # 3

THE UNIVERSITY of NEW MEXICO

Websites People Map

Update Your Info | Search Tips

Name:

And / Or Search by:

Title

Search Clear

Search Scope: All UNM Faculty/Staff Students

Directory Information Details	
Name:	Doctor #3
Title/Organization:	Clinical Assistant Professor: Obstetrics Gynecology OB GYN
Email:	Doctor #3 [redacted]
Work phone:	[redacted]
Work mailing address:	[redacted]
Organization code:	
Campus location:	
NetID:	[redacted]

UNM A-Z Listings: Main Campus | Health Sciences Addressing Mail to UNM

Attachment 17

UNM online directory,

Doctor #5

Find A Doctor

(http://unmmg.org/findadoc-beta/)

(http://unmmg.org/findadoc-beta/)

Connecting You to UNM Health Providers

[redacted] M.D.

[redacted] Visiting Instructor, Department of Obstetrics & Gynecology

Medical School

[redacted]

Residency

[redacted]

Certifications

Am Bd Obstetrics & Gynecology [redacted]

Schedule an Appointment

UNM - Centralized Scheduling
(505) 272-1623

Schedule an Appointment

UNM Center for Reproductive Health
(505) 925-4455

Practice Locations

UNM Outpatient Surgery and Imaging Services (OSIS)
1213 University Blvd NE
Albuquerque, NM, 87102
(http://maps.google.com/maps?q=1213+University+Blvd+NE&hl=en&ll=35.096,-106.628044&spn=0.011938,0.020492&sll=35.099353,-106.627164&sspn=0.011938,0.020492&hnear=1213+University+Blvd+NE,+Albuquerque,+Bernalillo,+New+M t=m&z=16)

UNM Women's Health Clinic
2211 Lomas Blvd NE 4th Floor
Albuquerque, NM, 87106
(http://maps.google.com/maps?q=2211+Lomas+Blvd+NE+87106&hl=en&sll=34.810628,-106.741092&sspn=0.01198,0.020492&hnear=2211+Lomas+Blvd+NE,+Albuquerque,+Bernalillo,+New+Mexic t=m&z=16)

UNM Center for Reproductive Health
2301 Yale Blvd SE, Building E
Albuquerque, NM, 87106
(https://maps.google.com/maps?q=2301+Yale+Blvd.,+SE,+Building+E&ie=UTF-8&hq=&hnear=0x87220b841b054d13:0xe5949aeedb6aa5a2,2301+Yale+Blvd· gl=us&ei=O8ZFU6DpMqGlyAGPh4DACw&ved=0CCUQ8gEwAA)

Specialty

Obstetrics and Gynecology

UNM Health Sciences Center

Patient Care

MyHealthUNM (https://cernerhealth.com/oauth/authenticate?client_id=62bd791fa5c44[illegible]8b210d&redirect_uri=https://myhealthunm.iqhealth.com/login/cerner-health/authenticated&sign_in_only=on)
Patient Guide (http://hospitals.unm.edu/ptguide/)
Pay Your Bill (http://hospitals.unm.edu/pfs/)
Language Services (http://hospitals.unm.edu/language/)
Patient Referrals (http://hospitals.unm.edu/health/pt_ed/referral.shtml)

Education

All Academic Programs (http://hsc.unm.edu/students/)
College of Nursing (http://nursing.unm.edu)
College of Pharmacy (http://hsc.unm.edu/pharmacy)
School of Medicine (http://som.unm.edu/)
Health Sciences Library (http://hslic.unm.edu)

Research

HSC Research Programs (http://hsc.unm.edu/research)
Meet Our Researchers (https://vivo.health.unm.edu/people)
Volunteer for Clinical Research (http://hsc.unm.edu/research/ctsc/Community/Volunteer.shtml)

In the Community

HSC Newsbeat (http://hscnews.unm.edu/)
HSC Events (http://unmevents.unm.edu/default.aspx?type=&view=Category&category=22-0&numdays=365)
Community Health (http://hsc.unm.edu/community/)
About the HSC (http://hsc.unm.edu/about)

Make an appointment (http://hospitals.unm.edu/appointments.shtml)

Find a doctor (http://unmmg.org/findadoc/)

Find a location (http://search.unm.edu/maps/)

(http://hsc.unm.edu)

Albuquerque, NM 87131, (505) 277-0111
New Mexico's Flagship University

(https://www.facebook.com/unmhsc) (https://instagram.com/unmhsc/) (https://twitter.com/unmhsc)
(https://www.linkedin.com/company/5932) (https://www.youtube.com/user/unmhsc)

more at social.unm.edu (http://social.unm.edu)

Accessibility (http://www.unm.edu/accessibility.html) | Legal (http://www.unm.edu/legal.html) |
Contact the HSC (http://hsc.unm.edu/contacts.html) | For Employees (http://hr.unm.edu) | Jobs (https://unmjobs.unm.edu) |
Diversity (http://hsc.unm.edu/programs/diversity)

Attachment 18

UNM online directory,

Doctor #6

THE UNIVERSITY of NEW MEXICO

Websites People Map

Update Your Info | Search Tips

Name:

And / Or Search by:

Title

Search Clear

Search Scope: All UNM Faculty/Staff Students

Directory Information Details	
Name:	Doctor #6
Title/Organization:	Clinical Assistant Professor: Family Community Medicine Dept
Email:	Doctor #6
Work phone:	[redacted]
Work mailing address:	[redacted]
Organization code:	
Campus location:	

UNM A-Z Listings: Main Campus | Health Sciences Addressing Mail to UNM

Attachment 19

Volunteer Faculty Liability

Insurance

VOLUNTEER FACULTY PROFESSIONAL LIABILITY INSURANCE

EXTENSION OF NEW MEXICO TORT CLAIMS ACT

The individual identified below is a member of the University of New Mexico School of Medicine Volunteer Faculty. By serving as Volunteer Faculty, the New Mexico Tort Claims Act recognizes this individual as a "public employee without compensation." It is the policy of the UNM School of Medicine that the New Mexico Tort Claims Act professional liability insurance coverage provided to University employees shall be extended to provide coverage for the duties and activities performed by the individual Volunteer Faculty members that meet the following criteria:

1. The Volunteer Faculty member will perform only the duties and activities that have been assigned to them by the Chairperson of his/her academic department.

2. The Volunteer Faculty member does not have other insurance coverage that provides coverage of his/her duties and activities at the University as assigned by the Chairperson of his/her academic department.

This extension of insurance coverage shall remain in effect so long as the individual continues as a Volunteer Faculty member in good standing.

[redacted]

Department of Obstetrics and Gynecology

REQUESTED BY:

[redacted]

Effective Dates of coverage: [redacted]

APPROVED BY:

[redacted]

Attachment 20

UNM Volunteer Faculty

Benefits

CONFIDENTIAL

At a Glance Reference Information:

Academic Affairs:
505-272-8268

Security (Id Badge/Lobocard):
505-272-1757

Johnson Center:
505-277-4347

UNM Ticket Office:
1-877-664-8661

UNM Championship Golf Course:
505-277-4546

Health Sciences Library:
505-272-2311

New Mexico Educators Federal Credit Union:
505-888-8920

UNM Welcome Center
505-277-1989

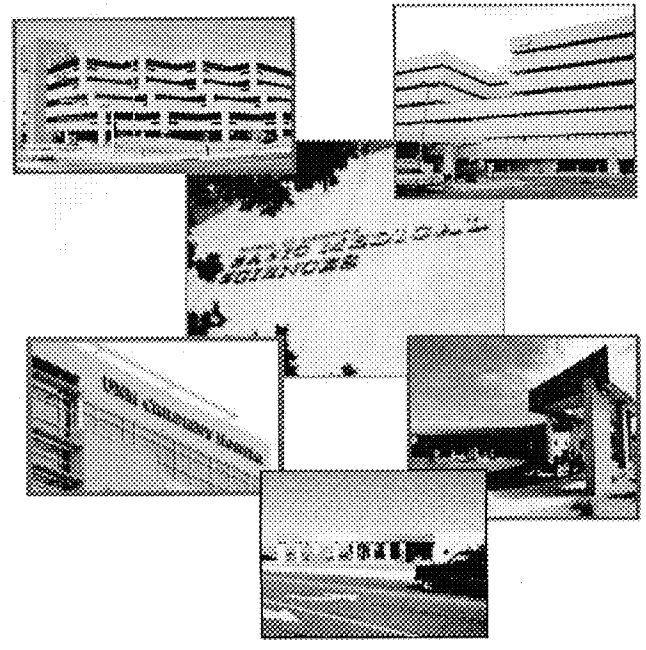
SWWO001234

UNM
SCHOOL of MEDICINE

Academic Affairs
BMSB Rm. 180, MSC 08 4730
Phone: 505-272-8268
Fax: 505-272-6581
http://hsc.unm.edu/som/academicaffairs/

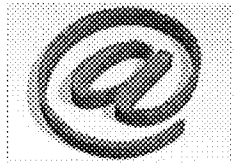
UNM | SCHOOL of MEDICINE

Volunteer Faculty Benefits

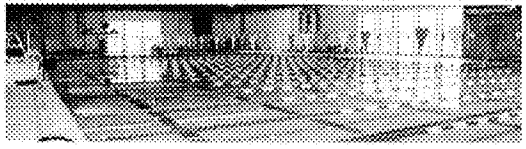


Get your email!

As an adjunct volunteer faculty member, HSLIC will provide you with an HSC email account upon request.



Speak with your sponsoring department for additional information regarding your email account



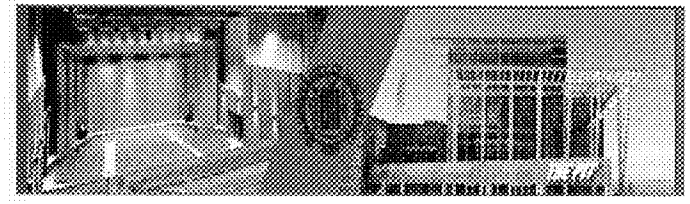
Recreational Services!

Contact Recreational Services for an updated calendar and class schedule
Phone: 277-4347
reesves.unm.eduindex.html

Utilize Johnson Center to stay healthy and fit! With a wide variety of activities, classes and equipment, there's no reason to join a gym!

Your UNM Lobocard!

Faculty at UNM find the Lobocard handy for access to library services, identification and for all other benefits. It will be effective during the two year period that your volunteer faculty appointment is active.



Enjoy discounted Lobo sporting events and many of Popejoy's shows, symphony concerts, musical soloists and artists of international caliber, world-renowned ballet and modern dance companies, and noted speakers from a broad spectrum of disciplines.

UNM Ticket Office:

1-877-664-8661 Toll Free or 505-925-5858
http://www.unmtickets.com/

(10 AM to 4PM MST, Monday thru Friday)

***Please note: We are unable to provide tuition remission benefits**

BENEFITS

HEALTH SCIENCES CENTER LIBRARY – Access the HSC Library's online databases and extensive collection of over 600 full-text online journals check-out privileges; and educational classes

NEW MEXICO EDUCATORS FEDERAL CREDIT UNION – membership

JOHNSON CENTER – Facilities include the main and auxiliary gyms, handball courts, weight room, tennis courts and Olympic-size pool

ATHLETIC EVENTS – 50% discount on two season tickets for football, and men's or women's basketball games

POPEJOY CULTURAL SERIES – discounts on event tickets

MUSEUMS – Free admission to the Fine Arts Museum, Maxwell Museum of Anthropology, Geology Museums, Student Art Gallery, and Museum of Southwestern Biology

LIBRARIES – Access to the Law Library on North Campus. The libraries on main campus include: Zimmerman Library, Fine Arts Center, Parish Library in the Graduate School of Management, Fireman Learning Materials Library in the Educational Complex and Centennial Science/Engineering Library

UNIVERSITY PRESS – Publications may be purchased at a discount at UNM bookstores

GOLF – Reduced rates on quarterly/annual memberships for the 9-hole course. Discounts of the 18-hole Championship course may be available.

RECREATIONAL EQUIPMENT – Nominal fees to rent tents, camping gear, backpacks, snowshoes, cross-country skis, volleyball sets, etc.

Attachment 21

2/16/2016 Email between

Doctor #5 and *Doctor #7*

Gmail [redacted]@gmail.com>

Re: two questions

2 messages

[redacted]@gmail.com> Tue, Feb 16, 2016 at 1:12 PM
To: [redacted]@gmail.com>

Hi [redacted]

Apologies but for a variety of reasons which I won't bore you with Friday won't be a good day to stop by. Mostly personal and one deadline I need to meet!

I'll send the article tonight when I'm on my computer as opposed to this phone. I'll try here in the clinic but the wifi sucks and a lot of websites are blocked.

And yes of course I'll do the weird ABOG thing!

wild about Scalia. The partisan posturing is already ugly. Fascinating how we've elected children to high office.

[redacted]

> On Feb 16, 2016, at 10:50, [redacted]@gmail.com> wrote:
>
> Hi [redacted]
>
> How are you doing??? Any chance of stopping by on Friday to say hello and check in?
>
> Once again, I'm having problems accessing the UNMHC library system. I'm trying to get an article from Contraception, 2014 November ;90(5) 476-9. Unfortunately, we have the December 2014 issue but not the November issue. Do you have a way to get the article?
>
> And..once again, it's time to sign up for the yearly ABOG MOC scam. Would you be able to attest my fine moral character. If so, I can e-mail you the form to sign and you can either send it back or fax it to ABOG directly.
>
> I take it that no one in the clinic, yourself included is mourning the loss of our supreme court (in) justice..
>
> Hopefully, see you soon,
> [redacted]

[redacted]@gmail.com> Tue, Feb 16, 2016 at 7:22 PM
To: [redacted]@gmail.com>

Here you go [redacted]

[Quoted text hidden]

2014_Mortality of abortion and other outpt procedures.pdf
161K

Attachment 22

2/26/2016 UNM letter and

Second Submission to House

Select Panel

McDermott
Will & Emery

Boston Brussels Chicago Dallas Düsseldorf Frankfurt Houston London Los Angeles Miami
Milan Munich New York Orange County Paris Rome Seoul Silicon Valley Washington, D.C.

Strategic alliance with MWE China Law Offices (Shanghai)

February 16, 2016

BY U.S. MAIL AND EMAIL

The Honorable Marsha Blackburn
Attn: March Bell, Frank Scaturro, Esq.,
Heather Sawyer, Esq. for Ranking Member Jan Schakowsky
House Select Panel on Infant Lives
H2-316 Ford House Office Building
Washington, DC 20515

Re: Information Request to University of New Mexico Health Sciences Center

Dear Chairwoman Blackburn:

By letter dated January 6, 2016, you requested that the University of New Mexico Health Sciences Center (UNMHSC), provide the Select Panel with certain information related to the UNMHSC's research activities involving fetal tissue and to a significant degree, any abortion services provided at UNMHSC, none of which result in transfers of fetal tissue.

In an email dated January 22, 2016, the Panel's staff agreed to certain limits on the Panel's 19 requests in your January 6, 2016 letter. [1] Subsequently, on January 29, 2016, UNMHSC produced its first response to your information request.

In its first response on January 29, 2016 UNMHSC stated, as it reiterates in today's submission, that UNMHSC does not purchase or sell fetal tissue, nor does it transfer fetal tissue in exchange for any other valuable consideration, and it has never been UNMHSC's practice to do so. All fetal tissue obtained by UNMHSC is donated.

Enclosed you will find UNMHSC's second and final submission in response to your letter, which contains interrogatory responses to items 9, 11, 14, and 19 and materials responsive to items 4, 6-16. The materials enclosed consist of 297 documents, totaling 3,121 pages, and are Bates labeled UNM00001 – UNM03121. This submission completes UNMHSC's voluntary

[1] Following the receipt of your letter, we spoke with staff of the select panel by telephone on January 13, 2016 and received email correspondence from the staff on January 22, 2016, regarding the requests. Through our communication, we: (1) agreed to produce materials responsive to the requests in a "rolling" process, with our first production on January 29, 2016 and our second on or around February 15, 2016; (2) agreed to certain limits to some of the items in the request letter; (3) agreed to submit interrogatory responses to certain requests herein. February 15, 2016 was the President's Day holiday, so we have agreed with staff to submit production on February 16, 2016.

cooperation with your letter request for information dated January 6, 2016 as agreed with your staff.

About UNMHSC

UNMHSC is the only academic medical center in the State of New Mexico, containing the state's only medical school, only Level I Trauma Center, only Children's Hospital, and only designated Comprehensive Cancer Center. It treats over 235,000 patients each year. The UNMHSC employs approximately 8,000 people in Albuquerque, and generates 19,500 jobs throughout the state. Its revenue totals over $1.6 billion per year.

Some of UNMHSC's most significant discoveries have arisen from its research involving fetal tissue. These have led to remarkable decreases in the mortality and morbidity of extremely premature babies and increased the chances for survivability and better quality of life at younger and younger gestational ages. These discoveries have directly improved the health and well-being of infants throughout New Mexico and around the world.

UNMHSC is mindful of the diverse and highly charged opinions surrounding induced abortion and research involving fetal tissue and endorses strong ethical practices that separate the decision to have an abortion from the decision to donate tissue for research. Consequently, UNMHSC has signed onto a letter from the American Association of Medical Colleges supporting fetal tissue research and strong ethical practices with respect to research involving tissue obtained from fetuses. Moreover, UNMHSC has developed a comprehensive Code of Ethical Conduct and compliance programs in this area.

Oversight for all research at UNMHSC is provided in the form of Institutional Review Boards, which ensure that all federal regulations and laws are followed regarding research studies. The federal regulations are premised upon and follow what is known as the *Belmont Report*, which set forth strong ethical guidelines for all research involving human subjects around respect for persons, beneficence and justice. UNMHSC maintains an even higher ethical and compliance standard for its research than is required by the federal government through its accreditation by the American Association of Human Research Participation.

Confidentiality

The interrogatory responses and documents UNMHSC is submitting today contain information that could easily lead to the identity of the individuals referenced therein. The atmosphere surrounding the issue of fetal tissue research has become highly charged, as evidenced by the deadly attack at a Planned Parenthood clinic in Colorado in November 2015, as well as the specific death threat received by another individual that I previously shared with your staff. Accordingly, we respectfully request that Members and staff treat as highly confidential and sensitive both the interrogatory responses provided today and the forthcoming production of materials, all of which will be marked "Confidential" as appropriate.

Moreover, some of the information produced today is proprietary and confidential pursuant to the terms of a research agreement. These materials have been marked accordingly. Finally, the research methodology and results disclosed in today's production are confidential and proprietary, and if disclosed, could harm the researchers, the University, and impede the University's fulfillment of its purpose.

Please do not hesitate to contact me, or in my absence my colleague [redacted] if you have questions.

Sincerely,

[redacted]

Enclosure

UNMHSC's Second Submission to House Select Panel
Response to Information Request Dated January 6, 2016

1) **A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, from which any UNMHSC entities receive or procure fetal tissue.**

UNMHSC Response: UNMHSC is adding to its response from January 29, for further clarity:

The only entity from which UNMHSC receives fetal tissue is Southwestern Women's Options in Albuquerque, NM. The tissue is donated at no cost to UNMHSC and it is picked up at the clinic by UNMHSC staff. UNMHSC does not purchase or sell fetal tissue, nor does it transfer fetal tissue in exchange for any other valuable consideration.

2) **A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, along with identification of responsible individuals, to or from which any UNMHSC entities purchase, sell, donate, or otherwise receive fetal tissue.**

UNMHSC Response: UNMHSC is adding to its response from January 29, for further clarity:

UNMHSC does not purchase or sell fetal tissue, nor does it transfer fetal tissue in exchange for any other valuable consideration.

The only entity from which UNMHSC receives fetal tissue is Southwestern Women's Options in Albuquerque, NM. The tissue is donated at no cost to UNMHSC and it is picked up at the clinic by UNMHSC staff.

UNMHSC has shared fetal tissue with three research collaborators outside of UNMHSC. One researcher is currently at the University of South Florida (previously worked at University of Alabama, Birmingham and University of Illinois, Chicago). The second researcher is at the University of Ottawa in Canada (previously worked at University of Edmonton). The third researcher is at the University of California San Francisco. No consideration is exchanged for the tissue as part of these collaborative research projects.

UNMHSC pays the cost of shipping for tissue sent within the United States to the U.S.-based researchers. The Canada-based researcher provides a Federal Express account number to UNMHSC for its shipments to Canada. UNMHSC staff follows all Federal Express shipment requirements for potentially biohazardous material.

3) **A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, to which any UNMHSC entities transferred, subcontracted, or sold any business interest or business assets related to the procurement or sale of fetal tissue.**

   UNMHSC Response: Please see UNMHSC's response dated January 29, 2016, which is re-printed here for your reference:

   None exist.

4) **An organizational chart that details all personnel and supervisory personnel among UNMHSC entities, along with a description of each of their job responsibilities, for anyone whose responsibilities would include handling, researching, preparing for research, storing, or disposing fetal tissue.**

   Note: Per email correspondence with staff dated January 22, 2016, the panel has agreed to accept identification of individuals on the organization chart by position at UNMHSC rather than by name.

   UNMHSC Response: Responsive documents are enclosed.

5) **All communications, correspondence, agreements, emails, telephone messages, and purchase orders, bills of sale, or any other documents reflecting any payments between any of the UNMHSC entities and any entity from which a UNMHSC entity has procured fetal tissue.**

   UNMHSC Response: Please see UNMHSC's response dated January 29, 2016, which is re-printed here for your reference:

   UNMHSC has found no documents responsive to this request.

6) **All communications, correspondence, agreements, emails, telephone messages, and purchase orders or bills of sale between any personnel of the School of Medicine, Health Sciences Center, Center for Reproductive Health, Young Women's Clinic, Division of Family Planning, Department of Obstetrics and Gynecology, Department of Pathology, Department of Family and Community Medicine, Family Medicine Center, Sandoval Regional Medical Center, Maternal and Child Health Service, Division of Neonatology, and the Developmental Research, Education, and Mentoring (DREAM) Laboratory; and any executive or legislative officials or other employees of the government of the United States, the state of New Mexico, or of any other states, including of any municipality within the State of New Mexico or any other states.**

Note: Per email correspondence with staff dated January 22, 2016, the panel has agreed to limit this request to the context of abortion, infants that survive the abortion procedure, and the handling of or any transactions involving fetal tissue.

UNMHSC Response: Responsive documents are enclosed.

7) **All financial statements, communications, correspondence, agreements, emails, telephone messages, and purchase orders, bills of sale, or any other documents that identify any federal, state, or local government funds received by the School of Medicine, Health Sciences Center, Center for Reproductive Health, Young Women's Clinic, Division of Family Planning, Department of Obstetrics and Gynecology, Department of Pathology, Department of Family and Community Medicine, Family Medicine Center, Sandoval Regional Medical Center, Maternal and Child Health Service, Division of Neonatology, and the Developmental Research, Education, and Mentoring (DREAM) Laboratory.**

Note: Per email correspondence with staff dated January 22, 2016, the panel has agreed to limit this request to the context of abortion, infants that survive the abortion procedure, and the handling of or any transactions involving fetal tissue.

UNMHSC Response: Responsive documents are enclosed.

8) **All communications, protocols, and agreements, whether internal or external, that direct the personnel of any UNMHSC entities with respect to the handling, storage, transport, or disposal of fetal tissue, including but not limited to training materials, guidance documents, memoranda, emails, telephone messages, and purchase orders or bills of sale.**

UNMHSC Response: Responsive documents are enclosed.

9) **All communications, protocols, and agreements that relate to the transfer of patients from one or more UNMHSC entities to another UNMHSC entity for abortion procedures, or between one or more UNMHSC entities and an outside clinic or other entity, including information on the method by which patient consent is obtained for abortion procedures and use of fetal tissue.**

Note: Per email correspondence with staff dated January 22, 2016, the panel has agreed to accept an interrogatory answer along with documents responsive to this request.

UNMHSC Response: UNMHSC does not transfer patients between UNMHSC entities or to outside clinics for the purpose of obtaining or providing abortion procedures. Medical standards of practice and ethics would require that if, during the course of any medical procedure, including an abortion, a patient medically requires a transfer to

another facility for care, that transfer should be effected. That might result in a procedure that began at one facility being completed at another facility.

UNM Hospital provides medical screening exams and emergency services for any person who presents at the Emergency Department with an emergent medical condition, regardless of the nature of their medical need, their medical history, or former providers. This is consistent with the Emergency Medical Treatment and Labor Act, a federal law that requires us to provide emergency screening, treatment and stabilization. It is also consistent with the governing principles of medical ethics. Therefore, UNMHSC would not turn away a patient from a non-UNMHSC facility who needed medical services due to abortion complications.

Responsive documents are enclosed.

10) All documents that include descriptions, policies, or guidelines related to any method of abortion or fetal tissue research, and prenatal or postnatal infant care available to patients.

Note: Per email correspondence with staff dated January 22, 2016, the panel has agreed that UNMHSC need not provide documents that relate exclusively to prenatal or postnatal infant care except in cases where the abortion of an infant was sought or procured.

UNMHSC Response: Responsive documents are enclosed.

11) All documents that include descriptions, policies, or guidelines related to any UNMHSC entities' referral of patients to any other entity, whether internal or external to the university, for the purpose of procuring any method of abortion or prenatal or postnatal infant care, including identification of those entities to which referral is made.

Note: Per email correspondence with staff dated January 22, 2016, the panel has agreed that UNMHSC need not provide documents that relate exclusively to prenatal or postnatal infant care except in cases where the abortion of an infant was sought or procured.

UNMHSC Response: UNMHSC has no documents responsive to this request. The UNMHSC has not adopted policies and guidelines governing the referral of patients to any other entity, whether internal or external to the university, for the purpose of procuring any method of abortion.

The UNMHSC employs around 1,000 medical providers. However, the UNMHSC would expect its medical providers to make any referrals in a manner that is consonant

with the AMA Code of Medical Ethics. Opinion 8.132, entitled "Referral of Patients: Disclosure of Limitations," provides:

> Physicians should always make referral decisions based on the best interests of their patients, regardless of the financing and delivery mechanisms or contractual agreements between patients, health care practitioners and institutions, and third party payers. When physicians agree to provide treatment, they assume an ethical obligation to treat their patients to the best of their ability.

Further, Opinion 3.04, entitled "Referral of Patients," provides:

> A physician may refer a patient for diagnostic or therapeutic services to another physician, limited practitioner, or any other provider of health care services permitted by law to furnish such services, whenever he or she believes that this may benefit the patient. As in the case of referrals to physician-specialists, referrals to limited practitioners should be based on their individual competence and ability to perform the services needed by the patient. A physician should not so refer a patient unless the physician is confident that the services provided on referral will be performed competently and in accordance with accepted scientific standards and legal requirements.

12) All accounting records, including, but not limited to, accounting memoranda related to the cost and pricing of all health care services at any UNMHSC entities, including but not limited to any method of abortion and prenatal or postnatal infant care, and fetal tissue research.

Note: Per email correspondence with staff dated January 22, 2016, the panel has agreed to replace the language of item 12 with the following: Any documents created on or after January 1, 2014, related to the cost and pricing of any method of abortion, prenatal or postnatal care for infants born alive during an abortion procedure, fetal tissue procurement, or fetal tissue research.

UNMHSC Response: Responsive documents are enclosed. These documents contain commercially sensitive information concerning prices reimbursed by insurance companies. If this information is released to the public, it will disclose to those insurance companies the amounts bid by their competitors and impact the future bids for services. It will cost UNMHSC and women significant additional fees if such information is publicly disclosed. For this reason, this data is not disclosable under state public record laws.

13) All specific requests made by, or to, any UNMHSC entities for fetal tissue on behalf of any and all firms, corporations, non-profit organizations, educational institutions,

or other entities, including but not limited to order lists, billing records, payment records, payment vouchers, and receipts.

UNMHSC Response: UNMHSC does not purchase or sell fetal tissue, nor does it transfer fetal tissue in exchange for any other valuable consideration.

Responsive documents are enclosed.

14) All documents relating to the purchase, ownership, or rental by any UNMHSC entities of equipment for the storage, disposal, or research of fetal tissue, the preparation of fetal tissue for research, the modification of fetal tissue into cell lines, or any other actions taken by any UNMHSC entities related to fetal tissue, including but not limited to the date the equipment was purchased, its purchase price, its maintenance costs, and records of the depreciation treatment under the tax code of any such equipment.

Note: Per email correspondence with staff dated January 22, 2016, the panel has agreed to accept an interrogatory answer along with documents responsive to this request.

UNMHSC Response: All of the equipment responsive to this request costs less than $5,000. UNMHSC does not track maintenance costs and does not depreciate this equipment under the tax code.

DREAM Lab Equipment List

- *Applied Biosystems* 7500 Fast PCR Instrument
- *VWR* -80° C freezer
- -20° C freezers (*Marvel* and *Kenmore*)
- *True* Refrigerator
- *VWR* Fume hood
- *Microzone* Bio-flow hood
- *Thermo* tissue culture incubator
- *Heraeus* tissue culture incubator
- *Hermle Labnet* centrifuge
- *Biotechnology* Thermal Cycler
- 2 *Olympus* microscopes
- *Stereomaster* microscope
- *Thermo* ultrapure water filtration system

UNMHSC has found no documents responsive to this request.

15) An inventory record of all fetal tissues obtained, sold, or retained by any UNMHSC entities, as well as an inventory of current fetal tissue including, in particular, any records that refer to multiple tissue samples or organs or body parts procured from a single fetus.

UNMHSC Response: UNMHSC does not purchase or sell fetal tissue, nor does it transfer fetal tissue in exchange for any other valuable consideration.

Responsive documents are enclosed.

16) All records related to any fetal tissue or cell lines procured from twin fetuses.

UNMHSC Response: Responsive documents are enclosed.

17) All documents relating to rent or site fees paid by entities to which any UNMHSC entities sold, donated, purchased, or otherwise received fetal tissue.

UNMHSC Response: Please see UNMHSC's response dated January 29, 2016, which is re-printed here for your reference:

UNMHSC has found no documents responsive to this request.

18) All banking records of any UNMHSC entities related to the procurement, sale, donation, or distribution or shipment of fetal tissue.

UNMHSC Response: Please see UNMHSC's response dated January 29, 2016, which is re-printed here for your reference:

UNMHSC has no banking records responsive to this request. The only documents that UNMHSC has related to this request are FedEx receipts for the shipment of tissue to the researcher collaborating with UNMHSC, as described in item number 2.

Responsive documents are enclosed.

19) A list of any known litigation in which any UNMHSC entity is named as a party, including any threatened or anticipated litigation, involving abortion procedures, infant care, fetal tissue research, or related referral services.

Note: Per email correspondence with staff dated January 22, 2016, the panel has agreed to exclude from this request cases involving infant care exclusively, except in the context of prenatal or postnatal care for infants born alive during an abortion procedure.

UNMHSC Response: UNMHSC has found no documents responsive to this request.

Attachment 23

UNM Document, UNM00560

We have worked with Southwest Women's Options since 1995. Our translational research on the developing fetus has directly improved neonatal care and infant outcomes. The following table summarizes some of the projects we have performed over the past 20 years. Collaborations have included investigators from UCSF, University of Alabama-Birmingham, University of Illinois-Chicago, and the University of Alberta. These improvements in infant outcomes would not have occurred without the translational research efforts of the DREAM Lab in collaboration with [redacted] and the providers at Southwest Women's Options.

Tissue	Study	Results	How this impacts babies
Brain	Effects of erythropoietin and Darbepoetin on human fetal brain cells[3, 4]	Fetal brain cell cultures expanded in dose dependent fashion with both Epo and Darbe (red cell and brain growth factors). Darbe had greater protein equivalent effect; both growth factors caused increased Epo receptor expression and increased anti-apoptotic gene expression, mechanisms important to the neuroprotective effects of Epo and Darbe	Preterm infants are currently being enrolled in NIH-funded Epo studies for neuroprotection. Our randomized trial showed significantly improved cognitive outcomes in former preterm infants treated with Epo and Darbe at 2 years[10] and at 4 years. Use of these agents as part of the clinical care of preterm infants will result in **improved neurodevelopmental outcomes and decreased health care costs**.
Retina	Epo expression in the developing human eye[9]; VEGF gene expression in the developing human eye	Epo protein increases in the fetal eye with increasing gestation, and levels are greater than in the circulation. VEGF (a blood vessel growth factor) also increases with increasing gestation, but decreases in the circulation.	Some meta analyses have suggested that Epo can increase retinopathy of prematurity (ROP, abnormal growth of blood vessels in the developing retina) in preterm infants, but our studies showed that Epo is required for normal development. Treatment of ROP includes giving Avastin, a VEGF blocker, in order to decrease abnormal blood vessel growth, leading to **improved visual outcomes and decreased healthcare costs**
Intestine	Development of intestinal immune function in the human fetus[6-8]	The developing intestine has an immune response to infection that is significantly different than infants and adults.	Preterm infants are at great risk for intestinal inflammation, infection, injury and death via a process termed necrotizing enterocolitis (NEC). Better understanding specific developmental mechanisms of fetal intestinal inflammation has led to testing of TGF-β as prevention against NEC. Prevention of NEC in preterm infants will significantly decrease a common cause of morbidity and mortality.

Lung	Endothelial progenitors from human fetal lung have lung repair potential[2]	Progenitor cells can be isolated from developing lung and expanded in culture. When evaluated in a neonatal lung injury model, expanded progenitors decreased lung injury	This progenitor cell research is leading to novel therapies in preterm infants, who develop chronic preterm lung disease (bronchopulmonary dysplasia, or BPD) at a significant rate, leading to long term pulmonary and developmental problems.
Heart	PDA risk factors are associated with alterations in ductus gene expression[5]	Treatment for PDAs(blood vessel connecting the aorta and the pulmonary artery) in preterm infants are sometimes unsuccessful, and surgery is required. We identified specific gene differences that increased the risk of persistent PDAs requiring surgery.	Understanding minor differences in heart vessel genes in preterm infants will allow caregivers to identify infants at risk for a patent ductus, and lead to more focused and specific treatment.

References

1. [redacted] Researcher #1 VEGF mRNA and protein concentrations in the developing eye. Pediatr Res 2015; doi: 10.1038/pr.2015.15
2. [redacted] Researcher #1 [redacted] B. Existence, functional impairment and lung repair potential of endothelial colony forming cells in oxygen-induced arrested alveolar growth. Circulation 2014;129:2144-57.
3. [redacted] Researcher #1 Neuroprotective effects of erythropoiesis-stimulating agents in term and preterm neonates. Curr Opin Pediatr. 2014;26:139-45
4. Researcher #1 Why study erythropoietin in preterm infants? Acta Pediatr 2013;102:567-8.
5. [redacted] Researcher #1 Patterns of gene expression in the ductus arteriosus are related to environmental and genetic risk factors for persistent ductus patency. Pediatr Res 2010;68:292-7.
6. [redacted] Researcher #1 TGF-β2 suppresses macrophage cytokine production and mucosal inflammatory responses in the developing intestine. Gastroenterol 2011;140:242-53.
7. [redacted] Researcher #1 pithelial Cells in Fetal Intestine Produce Chemerin to Recruit Macrophages. Am J Physiol Gastrointest Liver Physiol 2009; 297:G1-10.
8. [redacted] Researcher #1 Developmental changes in circulating IL-8/CXCL8 isoforms in neonates. Cytokine 2009; 46:12-16.
9. [redacted] Researcher #1 levated Erythropoietin mRNA and protein concentrations in the developing human eye. Pediatr Res 2008; 63:394-7. NIHMSID 447144
10. Researcher #1 [redacted] Cognitive outcomes of preterm infants randomized to darbepoetin, erythropoietin or placebo. Pediatrics 2014;133:1023-30.

Attachment 24

1/29/2016 UNM First

Submission to House Select

Panel

McDermott
Will & Emery

Boston Brussels Chicago Dallas Düsseldorf Frankfurt Houston London Los Angeles Miami
Milan Munich New York Orange County Paris Rome Seoul Silicon Valley Washington, D.C.
Strategic alliance with MWE China Law Offices (Shanghai)

January 29, 2016

BY U.S. MAIL AND EMAIL

The Honorable Marsha Blackburn
Attn: March Bell, Frank Scaturro, Esq.,
House Select Panel on Infant Lives
H2-316 Ford House Office Building
Washington, DC 20515

Re: Information Request to University of New Mexico Health Sciences Center

Dear Chairwoman Blackburn:

By letter dated January 6, 2016, you have requested that the University of New Mexico Health Sciences Center (UNMHSC), to include all of the entities you describe in your letter, provide you with certain information related to the UNMHSC's research activities involving fetal tissue.

Following the receipt of your letter, we spoke with staff of the select panel by telephone on January 13, 2016 and received email correspondence from the staff on January 22, 2016, regarding the requests. Through our communication, we: (1) agreed to produce materials responsive to the requests in a "rolling" process, with our first production on January 29, 2016 and our second on or around February 15, 2016; (2) agreed to certain limits to some of the items in the request letter; (3) agreed to submit interrogatory responses to certain requests herein.

Please find enclosed UNMHSC's first submission in response to your letter, which contains interim interrogatory responses to requests 1, 2, 3, 5, 13, and 17. UNMHSC is continuing to collect and process additional responsive material. We will produce materials responsive to the remaining requests on or around February 15, 2016. We reserve the right to amend these responses when we send the more complete production on February 15, 2016.

The interrogatory responses UNMHSC is submitting today, like the materials it will next submit, contain identifying information that could easily lead to the identity of the individuals referenced therein. The atmosphere surrounding the issue of fetal tissue research has become highly charged, as evidenced by the deadly attack at a Planned Parenthood clinic in Colorado in November 2015, as well as the specific death threat received by another individual that I previously shared with your staff. Accordingly, we respectfully request that Members and staff treat as highly confidential and sensitive both the interrogatory responses provided today and the forthcoming production of materials, all of which will be marked "Confidential" as appropriate.

Please do not hesitate to contact me or my colleague, [redacted] if you have questions.

Sincerely,

[redacted]

Enclosure

January 29, 2016
Confidential

UNMHSC's First Submission to House Select Panel
Response to Information Request Dated January 6, 2016

1) **A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, from which any UNMHSC entities receive or procure fetal tissue.**

   UNMHSC Response: The only entity from which UNMHSC receives fetal tissue is Southwestern Women's Options in Albuquerque, NM. The tissue is donated at no cost to UNMHSC and it is picked up at the clinic by UNMHSC staff. No money is exchanged.

2) **A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, along with identification of responsible individuals, to or from which any UNMHSC entities purchase, sell, donate, or otherwise receive fetal tissue.**

   UNMHSC Response: The only entity from which UNMHSC receives fetal tissue is Southwestern Women's Options in Albuquerque, NM. The tissue is donated at no cost to UNMHSC and it is picked up at the clinic by UNMHSC staff. No money is exchanged. UNMHSC has shared fetal tissue with three research collaborators outside of UNMHSC. One researcher is currently at the University of South Florida (previously worked at University of Alabama, Birmingham and University of Illinois, Chicago). The second researcher is at the University of Ottawa in Canada (previously worked at University of Edmonton). The third researcher is at the University of California San Francisco. No money is exchanged for the tissue as part of these collaborative research projects.

   UNMHSC pays the cost of shipping for tissue sent within the United States to the U.S.-based researchers. The Canada-based researcher provides a Federal Express account number to UNMHSC for its shipments to Canada. UNMHSC staff follows all Federal Express shipment requirements for potentially biohazardous material.

3) **A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, to which any UNMHSC entities transferred, subcontracted, or sold any business interest or business assets related to the procurement or sale of fetal tissue.**

   UNMHSC Response: None.

4) **An organizational chart that details all personnel and supervisory personnel among UNMHSC entities, along with a description of each of their job responsibilities, for anyone whose responsibilities would include handling, researching, preparing for research, storing, or disposing fetal tissue.**

   Note: Per email correspondence with staff dated January 22, 2016, the panel has agreed to accept identification of individuals on the organization chart by position at UNMHSC rather than by name.

UNMHSC's First Submission to House Select Panel
Response to Information Request Dated January 6, 2016

UNMHSC Response: UNMHSC will produce materials responsive to this request by February 15, 2016.

5) **All communications, correspondence, agreements, emails, telephone messages, and purchase orders, bills of sale, or any other documents reflecting any payments between any of the UNMHSC entities and any entity from which a UNMHSC entity has procured fetal tissue.**

UNMHSC Response: No responsive materials.

6) **All communications, correspondence, agreements, emails, telephone messages, and purchase orders or bills of sale between any personnel of the School of Medicine, Health Sciences Center, Center for Reproductive Health, Young Women's Clinic, Division of Family Planning, Department of Obstetrics and Gynecology, Department of Pathology, Department of Family and Community Medicine, Family Medicine Center, Sandoval Regional Medical Center, Maternal and Child Health Service, Division of Neonatology, and the Developmental Research, Education, and Mentoring (DREAM) Laboratory; and any executive or legislative officials or other employees of the government of the United States, the state of New Mexico, or of any other states, including of any municipality within the State of New Mexico or any other states.**

Note: Per email correspondence with staff dated January 22, 2016, the panel has agreed to limit this request to the context of abortion, infants that survive the abortion procedure, and the handling of or any transactions involving fetal tissue.

UNMHSC Response: UNMHSC will produce materials responsive to this request by February 15, 2016.

7) **All financial statements, communications, correspondence, agreements, emails, telephone messages, and purchase orders, bills of sale, or any other documents that identify any federal, state, or local government funds received by the School of Medicine, Health Sciences Center, Center for Reproductive Health, Young Women's Clinic, Division of Family Planning, Department of Obstetrics and Gynecology, Department of Pathology, Department of Family and Community Medicine, Family Medicine Center, Sandoval Regional Medical Center, Maternal and Child Health Service, Division of Neonatology, and the Developmental Research, Education, and Mentoring (DREAM) Laboratory.**

Note: Per email correspondence with staff dated January 22, 2016, the panel has agreed to limit this request to the context of abortion, infants that survive the abortion procedure, and the handling of or any transactions involving fetal tissue.

UNMHSC Response: UNMHSC will produce materials responsive to this request by February 15, 2016.

8) **All communications, protocols, and agreements, whether internal or external, that direct the personnel of any UNMHSC entities with respect to the handling, storage, transport, or disposal of fetal tissue, including but not limited to training materials, guidance documents, memoranda, emails, telephone messages, and purchase orders or bills of sale.**

UNMHSC Response: UNMHSC will produce materials responsive to this request by February 15, 2016.

9) **All communications, protocols, and agreements that relate to the transfer of patients from one or more UNMHSC entities to another UNMHSC entity for abortion procedures, or between one or more UNMHSC entities and an outside clinic or other entity, including information on the method by which patient consent is obtained for abortion procedures and use of fetal tissue.**

Note: Per email correspondence with staff dated January 22, 2016, the panel has agreed to accept an interrogatory answer along with documents responsive to this request.

UNMHSC Response: UNMHSC will provide its written response and produce materials responsive to this request by February 15, 2016.

10) **All documents that include descriptions, policies, or guidelines related to any method of abortion or fetal tissue research, and prenatal or postnatal infant care available to patients.**

Note: Per email correspondence with staff dated January 22, 2016, the panel has agreed that UNMHSC need not provide documents that relate exclusively to prenatal or postnatal infant care except in cases where the abortion of an infant was sought or procured.

UNMHSC Response: UNMHSC will produce materials responsive to this request by February 15, 2016.

11) **All documents that include descriptions, policies, or guidelines related to any UNMHSC entities' referral of patients to any other entity, whether internal or external to the university, for the purpose of procuring any method of abortion or prenatal or postnatal infant care, including identification of those entities to which referral is made.**

Note: Per email correspondence with staff dated January 22, 2016, the panel has agreed that UNMHSC need not provide documents that relate exclusively to prenatal or

postnatal infant care except in cases where the abortion of an infant was sought or procured.

UNMHSC Response: UNMHSC will produce materials responsive to this request by February 15, 2016.

12) All accounting records, including, but not limited to, accounting memoranda related to the cost and pricing of all health care services at any UNMHSC entities, including but not limited to any method of abortion and prenatal or postnatal infant care, and fetal tissue research.

Note: Per email correspondence with staff dated January 22, 2016, the panel has agreed to replace the language of item 12 with the following: Any documents created on or after January 1, 2014, related to the cost and pricing of any method of abortion, prenatal or postnatal care for infants born alive during an abortion procedure, fetal tissue procurement, or fetal tissue research.

UNMHSC Response: UNMHSC will produce materials responsive to this request by February 15, 2016.

13) All specific requests made by, or to, any UNMHSC entities for fetal tissue on behalf of any and all firms, corporations, non-profit organizations, educational institutions, or other entities, including but not limited to order lists, billing records, payment records, payment vouchers, and receipts.

UNMHSC Response: Please see UNMHSC's responses to requests 1 and 2 above.

14) All documents relating to the purchase, ownership, or rental by any UNMHSC entities of equipment for the storage, disposal, or research of fetal tissue, the preparation of fetal tissue for research, the modification of fetal tissue into cell lines, or any other actions taken by any UNMHSC entities related to fetal tissue, including but not limited to the date the equipment was purchased, its purchase price, its maintenance costs, and records of the depreciation treatment under the tax code of any such equipment.

Note: Per email correspondence with staff dated January 22, 2016, the panel has agreed to accept an interrogatory answer along with documents responsive to this request.

UNMHSC Response: UNMHSC will provide its written response and produce materials responsive to this request by February 15, 2016.

15) An inventory record of all fetal tissues obtained, sold, or retained by any UNMHSC entities, as well as an inventory of current fetal tissue including, in particular, any

records that refer to multiple tissue samples or organs or body parts procured from a single fetus.

UNMHSC Response: UNMHSC will produce materials responsive to this request by February 15, 2016.

16) **All records related to any fetal tissue or cell lines procured from twin fetuses.**

UNMHSC Response: UNMHSC will produce materials responsive to this request by February 15, 2016.

17) **All documents relating to rent or site fees paid by entities to which any UNMHSC entities sold, donated, purchased, or otherwise received fetal tissue.**

UNMHSC Response: No responsive materials.

18) **All banking records of any UNMHSC entities related to the procurement, sale, donation, or distribution or shipment of fetal tissue.**

UNMHSC Response: UNMHSC has no banking records responsive to this request. The only materials that UNMHSC has related to this request are FedEx receipts for the shipment of tissue to the researcher collaborating with UNMHSC, as described in item number 2.

19) **A list of any known litigation in which any UNMHSC entity is named as a party, including any threatened or anticipated litigation, involving abortion procedures, infant care, fetal tissue research, or related referral services.**

Note: Per email correspondence with staff dated January 22, 2016, the panel has agreed to exclude from this request cases involving infant care exclusively, except in the context of prenatal or postnatal care for infants born alive during an abortion procedure.

UNMHSC Response: UNMHSC will consider producing materials responsive to this request by February 15, 2016, and will either do so or indicate its objections on that date.

Attachment 25

3/3/2016 UNM Response to

House Select Panel Subpoena

McDermott
Will & Emery

Boston Brussels Chicago Dallas Düsseldorf Frankfurt Houston London Los Angeles Miami
Milan Munich New York Orange County Paris Rome Seoul Silicon Valley Washington, D.C.
Strategic alliance with MWE China Law Offices (Shanghai)

[redacted]

March 3, 2016

BY HAND DELIVERY

The Honorable Marsha Blackburn
Attn: March Bell, Frank Scaturro, Esq.,
Heather Sawyer, Esq. for Ranking Member Jan Schakowsky
House Select Panel on Infant Lives
H2-316 Ford House Office Building
Washington, DC 20515

Re: Subpoena Response from University of New Mexico Health Sciences Center ("UNMHSC")

Dear Chairman Blackburn:

Please find enclosed UNMHSC's additional responses to your subpoena dated February 12, 2016 (served by agreement on February 16, 2016).

As we stated in our letter to you dated February 19, 2016, several of the subpoena requests overlap with requests in your letter request dated January 6, 2016. On February 16, 2016, the date this subpoena was served, UNMHSC voluntarily served interrogatory answers and produced over 3000 pages of documents to the Panel, completing its voluntary response to all requests. As we indicated in the February 19, 2016 letter, UNMHSC's February 16, 2016 production contained documents responsive to subpoena requests 3, 6, 7, 8, 9, and 10, half of the twelve requests made in the subpoena.

Enclosed are written responses and/or documents responsive to the subpoena requests. This production is comprised of 13 documents totaling 133 pages, and is Bates numbered UNM03122-3254.

UNMHSC sent a letter to the Select Panel on February 19, 2016 with concerns and questions regarding several aspects of the subpoena, which is incorporated here by reference. (Ltr. from [redacted] to Chair Blackburn, Feb. 19, 2016). To date, UNMHSC has received no substantive response from the Select Panel to the issues raised in that letter.

The responses and documents UNMHSC is submitting today contain information that could easily identify the individuals referenced therein. The atmosphere surrounding the issue of fetal tissue research has become highly charged, as evidenced by the deadly attack at a Planned

Parenthood clinic in Colorado in November 2015, as well as the specific death threat received by another individual (leading to a FBI investigation and an arrest) that I previously shared with your staff. Accordingly, we respectfully request that Members and staff treat as highly confidential and sensitive both the interrogatory responses provided today and the forthcoming production of materials, all of which will be marked "Confidential" as appropriate.

Please contact me, or in my absence my colleague [redacted] if you have questions.

Sincerely,

[redacted]

cc: [redacted]

Enclosures

UNMHSC's Response to House Select Panel
Subpoena dated February 12, 2016

1. **Documents sufficient to show all entities and/or persons from which UNM purchased or otherwise received fetal tissue. Should UNM wish to produce a list identifying such entities and/or persons in lieu of documents, it may do so.**

   UNMHSC provided a response to this request on January 29, 2016 and supplemented its response on February 16, 2016. UNMHSC's February 16, 2016 response is reiterated here for your reference:

   The only entity from which UNMHSC receives fetal tissue is Southwestern Women's Options in Albuquerque, NM. The tissue is given to UNMHSC at no cost, and it is picked up at the clinic by a member of the UNMHSC staff, who travels to the clinic for that purpose. UNMHSC does not purchase or sell fetal tissue, nor does it transfer fetal tissue in exchange for any other valuable consideration. To protect the privacy rights of the patient, all fetal tissue the UNMHSC picks up from Southwestern Women's Option is fully de-identified within the meaning of HIPAA and the UNMHSC has no means by which to link information about the tissue back to the mother.

2. **Documents sufficient to show all entities and/or persons to which UNM transferred fetal tissue. Should UNM wish to produce a list identifying such entities and/or persons in lieu of documents, it may do so.**

   UNMHSC provided a response to this request on January 29, 2016 and supplemented this response on February 16, 2016. UNMHSC's February 16, 2016 response is reiterated here for your reference:

   UNMHSC does not purchase or sell fetal tissue, nor does it transfer fetal tissue in exchange for any other valuable consideration.

   The only entity from which UNMHSC receives fetal tissue is Southwestern Women's Options in Albuquerque, NM. The tissue is given to UNMHSC at no cost, and it is picked up at the clinic by a member of the UNMHSC staff, who travels to the clinic for that purpose. UNMHSC does not purchase or sell fetal tissue, nor does it transfer fetal tissue in exchange for any other valuable consideration. To protect the privacy rights of the patient, all fetal tissue the UNMHSC picks up from Southwestern Women's Option is fully de-identified within the meaning of HIPAA and the UNMHSC has no means by which to link information about the tissue back to the mother.

   UNMHSC has shared fetal tissue with three research collaborators outside of UNMHSC. One researcher is currently at the University of South Florida (previously worked at University of Alabama, Birmingham and University of Illinois, Chicago). The second researcher is at the University of Ottawa in Canada (previously worked at University of Edmonton). The third researcher is at the University of California San Francisco. No consideration is exchanged for the tissue as part of these collaborative research projects.

UNMHSC pays the cost of shipping for tissue sent within the United States to the U.S.-based researchers. The Canada-based researcher provides a Federal Express account number to UNMHSC for its shipments to Canada. UNMHSC staff follows all Federal Express shipment requirements for potentially biohazardous material.

3. **Documents sufficient to show (a) all UNM studies that used fetal tissue and a description of each study's methods, purposes, and results, and (b) the identity, by name, of persons who participated in each study and the source of funding of the study. Should UNM wish to produce a list or chart reflecting the information requested in (a) and (b) in lieu of documents, it may do so.**

   UNMHSC provided documents responsive to this request on February 16, 2016. Additional responsive documents are enclosed. To the extent published articles contain the names of investigators in a study, they are included in this production.

   UNMHSC has identified eleven (11) medical students or residents and eight (8) faculty members who participated in fetal tissue research but who may not be named in published articles. UNMHSC has not included those names in this response.

   UNMHSC has twice written to you addressing this issue—once by email on January 29, 2016, and once by formal letter on February 19, 2016. In its correspondence, UNMHSC asked the Select Panel to explain how the names of employees and students are pertinent to this investigation. The letter provided legal citations describing the Select Panel's duty to explain why the disclosure of names is pertinent. UNMHSC's correspondence also discussed the danger and risks to health and safety posed to individuals named to the Select Panel in the event that names are made public.

   To date, UNMHSC has received no substantive response to the issues raised in its correspondence. UNMHSC desires to work cooperatively with the Select Panel to resolve this issue and, therefore, UNMHSC will respond to this issue once the Select Panel provides a response to the questions it has posed in this regard.

4. **Documents sufficient to show the identity, by name, of all UNM physicians who participated in abortions, prenatal care, or postnatal care of infants who survived an abortion procedure while at Southwestern Women's Options, or any UNM persons who removed fetal tissue from Southwestern Women's Options.**

   UNMHSC has found no documents responsive to the first portion of this request.

   With regard to the second portion of this request, which seeks "the identity, by name, of...any UNM persons who removed fetal tissue from Southwestern Women's Options," UNMHSC has employed one lab assistant since January 1, 2010 who picks up fetal tissue from Southwestern Women's Options and travels to

the clinic for that purpose. To the extent that this request seeks the lab assistant's name, UNMHSC is not prepared at this time, to include this individual's name in its current response for at least two reasons. First, as indicated in UNMHSC's response to Request No. 3, UNMHSC has not been afforded any explanation from the Select Panel as to why names are pertinent. Second, UNMHSC has received no assurance that names it discloses to the Select Panel will not become public, thereby creating risks to the health and safety of these individuals. UNMHSC desires to work cooperatively with the Select Panel to resolve this issue and, therefore, UNMHSC will respond to this issue once the Select Panel provides a response to the questions it has posed in this regard.

5. **All communications and documents referring or relating to any compensation or valuable consideration exchanged between UNM and entities from which UNM has received fetal tissue.**

   UNMHSC provided a response to this request on January 29, 2016, which is reiterated here for your reference:

   UNMHSC has found no documents responsive to this request. The only entity from which UNMHSC receives fetal tissue is Southwestern Women's Options in Albuquerque, NM. The tissue is given to UNMHSC at no cost, and it is picked up at the clinic by a member of the UNMHSC staff, who travels to the clinic for that purpose. UNMHSC does not purchase or sell fetal tissue, nor does it transfer fetal tissue in exchange for any other valuable consideration. To protect the privacy rights of the patient, all fetal tissue the UNMHSC picks up from Southwestern Women's Option is fully de-identified within the meaning of HIPAA and the UNMHSC has no means by which to link information about the tissue back to the mother.

6. **All communications and documents referring or relating to any federal, state, or local government funds received by UNM that were used, in whole or in part, for any procedures, research, or training involving abortion or fetal tissue.**

   UNMHSC provided documents responsive to this request on February 16, 2016. Additional responsive documents are enclosed.

7. **All communications and documents referring or relating to any contractual relationship between UNM and Doctor #3 including teaching schedules, medical malpractice insurance policies, and all remuneration or other benefits received directly or indirectly by Doctor #3 from UNM.**

   Doctor #3 served as an unpaid, volunteer faculty member of UNMHSC. He is one of approximately 1000 volunteer faculty members. This is a requirement of all preceptors at external sites. UNMHSC produced documents responsive to this request on February 16, 2016. Additional documents responsive to the revised request are enclosed. All

"public employees" as defined in the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended, are afforded immunity from liability and liability coverage for those specified acts or events as to which the New Mexico Tort Claims Act waives immunity up to the limits established by the New Mexico Tort Claims Act. The Director of the Risk Management Division of the New Mexico General Services Department is vested with authority to make coverage determinations as to whether an individual is or is not a "public employee" vis-à-vis the tort alleged in the tort claim notice. UNMHSC does not make coverage determinations.

8. **All communications between UNM and any federal, state, or local government officials or employees, referring or relating to abortion or fetal tissue.**

   UNMHSC produced documents responsive to this request on February 16, 2016.

9. **All communications and documents directing personnel of UNM with respect to procurement or disposal of fetal tissue, or the conduct of abortion procedures.**

   UNMHSC produced documents responsive to this request on February 16, 2016. Additional responsive documents are enclosed.

10. **All communications and documents UNM utilizes to obtain patient consent for abortion procedures and donation of fetal tissue. (See instruction below regarding HIPAA.)**

    UNMHSC produced documents responsive to this request on February 16, 2016. Additional responsive documents are enclosed. Fetal tissue from abortions performed at the UNMHSC is not utilized for any fetal tissue research, either within or outside of the UNMHSC.

11. **All communications and documents referring or relating to the purchase, ownership, or rental by UNM of equipment for fetal tissue research, fetal tissue modification, or any other actions taken by UNM related to fetal tissue.**

    UNMHSC provided a response to this request on February 16, 2016. This response is reiterated here for your reference:

    All of the equipment responsive to this request costs less than $5,000. UNMHSC does not track maintenance costs and does not depreciate this equipment under the tax code.

    Equipment List

    - *Applied Biosystems* 7500 Fast PCR Instrument
    - *VWR* -80° C freezer
    - -20° C freezers (*Marvel* and *Kenmore*)

- *True* Refrigerator
- *VWR* Fume hood
- *Microzone* Bio-flow hood
- *Thermo* tissue culture incubator
- *Heraeus* tissue culture incubator
- *Hermle Labnet* centrifuge
- *Biotechnology* Thermal Cycler
- 2 *Olympus* microscopes
- *Stereomaster* microscope
- *Thermo* ultrapure water filtration system

UNMHSC has found no documents responsive to this request.

12. Documents sufficient to show any litigation to which UNM is, or has been, a party, including any threatened or anticipated litigation, involving abortion procedures, infant care, fetal tissue research, or related referral services. Should UNM wish to produce a list of such litigation, including appropriate docket information in lieu of documents, it may do so.

There is no litigation related to fetal tissue research. There have been no instances of fetuses surviving the abortion procedure at UNMHSC, and therefore, there is no litigation related to this.

There is one litigation matter arising from an abortion procedure at UNMHSC, Caoba v. Bd. of Regents of Univ. of NM ex rel. UNM Hosp., No. D-0101-CV-2013-02331, (NM Dist. C.).

In 2015 alone, UNMHSC treated 792 premature infants in efforts to save their lives and provide them with medical care. UNMHSC has been involved in only one litigation matter involving a premature infant over the past five years: First Nat'l Bank of Santa Fe et al. v. Bd. of Regents of Univ. of NM, No. D-202-CV-2012-06052, (NM Dist. C.).

UNMHSC has been involved in only one litigation matter involving non-premature infant care over the past five years: Greenhaus et al. v. Bd. Of Regents of Univ. of NM, No. D-202-CV-2011-02985, (NM Dist. C.).

Attachment 26

2/12/2016 SWWO Letter

Responding to Subpoena

1099 NEW YORK AVENUE NW SUITE 900 WASHINGTON, DC 20001-4412

JENNER&BLOCK LLP

[redacted]

February 12, 2016

VIA HAND DELIVERY

The Honorable Marsha Blackburn, Chair
Select Panel on Infant Lives
H2-316 Ford House Office Building
Washington, DC 20515

Dear Representative Blackburn:

As counsel for Southwestern Women's Options ("Southwestern"), I write in response to your January 6, 2016, letter request, as modified and clarified by conversations with the Select Panel's Majority staff on February 5, 2016. At the outset, I emphasize our appreciation for the Select Panel's continued dialogue with Southwestern regarding these important issues. The responses below and attached documents correspond to each of the Select Panel's requests.

Request No. 1: A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, to which any fetal tissue is transported from Southwestern.

A list of these entities and corresponding descriptions is attached at Appendix A.

Request No. 2: A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, to which Southwestern sells or donates fetal tissue.

Southwestern does not sell fetal tissue or recoup expenses associated with tissue donation, nor has it ever done so. A list of the entities to which Southwestern donates fetal tissue is attached at Appendix B.

Request No. 3: A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, to which Southwestern transferred, subcontracted, or sold any business interest or business assets related to the procurement or sale of fetal tissue.

To the best of Southwestern's knowledge, no such entities exist.

Request No. 4: Identify and provide job descriptions of all Southwestern personnel who conduct or assist with abortions; who handle, research, store or dispose of fetal tissue; or who obtain patient consent relating to fetal tissue.

The medical doctors are the responsible Southwestern employees who provide abortion care, examine each fetal tissue sample, and obtain patient consent. A list of the medical doctors at Southwestern is attached at Appendix C. We are providing this information with their limited consent in an effort to answer the Select Panel's questions, subject to and without waiving any objections relating to these individuals' privacy rights. Also attached at Appendix D is a job description of all Southwestern personnel.

With respect to disclosing the identities of additional Southwestern personnel, Southwestern has significant concerns for the privacy and safety of these individuals—disclosure of these individuals' identities would significantly infringe their privacy rights and potentially subject them to harassment, intimidation, or harm. *See Judicial Watch, Inc. v. FDA*, 449 F.3d 141, 153 (D.C. Cir. 2006) (finding privacy interests warranted withholding personal identifying information in the context of a government approval for a drug used to terminate pregnancy because disclosure risked exposing individuals to "abortion related violence"); *Planned Parenthood Golden Gate v. Superior Court*, 83 Cal. App. 4th 347, 360 (2000) (finding that privacy interests warranted withholding personal identifying information of individuals who worked for or volunteered for Planned Parenthood because disclosure carried "serious risks" including "the infliction of threats, force and violence").

Indeed, last week a federal district court placed restrictions on the release of material that would have publicly identified individuals engaged in conversations about abortion, in part for this very reason. *Nat'l Abortion Fed'n v. Ctr. for Med. Progress*, No. 15 Civ. 3522, 2016 WL 454082, at *1-2 (N.D. Cal. Feb. 5, 2016) (acknowledging a "documented" and "dramatic" increase in the threatened and actual injuries inflicted on individuals and entities involved in providing reproductive health services following disclosure). These concerns are particularly acute here, as Southwestern has been a victim of arson and increasing instances of harassment, intimidation, and threats of physical violence.

While we appreciate the conversations the Select Panel's Majority staff has had with us regarding our safety and privacy concerns, our understanding is that the Select Panel will make no assurances regarding the confidentiality of individuals' identifying information, and the only privacy-based restriction is patient information protected by the American Health Portability and Accountability Act of 1998 ("HIPAA").

Similar to patient information protected by HIPAA, however, Southwestern respectfully submits that the names of its staff do not appear to advance the Panel's efforts to investigate issues related to fetal tissue research—particularly when considered in light of the broader information provided in this response, including the names of the medical doctors responsible for the subject of the Select Panel's investigation. *See, e.g., Judicial Watch*, 449 F.3d at 153 (finding that the privacy right of individuals involved in the development of mifepristone outweighed any asserted interest in disclosure of identifying information, given that "[e]ven if mifepristone has significant health risks, these names and addresses prove nothing about the nature or even the existence of the risks"); *Planned Parenthood Golden Gate*, 83 Cal. App. 4th at 358-59 (holding that disclosure of personal identifying information was not needed to facilitate the identification of potential witnesses, *inter alia*, because Planned Parenthood could through pseudonyms facilitate access if any staff member or volunteer in fact possessed knowledge relevant to litigation); *see also United States v. McSurely*, 473 F.2d 1178, 1203-04 (D.C. Cir. 1972) (requiring subpoenas to seek information "pertinent" to the investigation, and holding subpoena power to have been exceeded where inquiry "diverted" into a personal investigation of subpoenaed individual); *Tobin v. United States*, 306 F.2d 270, 275-76 (D.C. Cir. 1962) (holding invalid a congressional subpoena where the "general terms" authorizing the committee's investigation failed to justify the subpoena's request for detailed information such as internal agency communications).

Accordingly, for the reasons articulated, and notwithstanding our often-stated desire to facilitate the Select Panel's work, as demonstrated in the instant production, we are unable to provide the names of additional Southwestern personnel at this time. Nevertheless, we are committed to being as responsive as possible, and would be open to discussing further the Select Panel's needs and protections for individual privacy and safety.

Request No. 5: All communications, correspondence, agreements, emails, telephone messages, and purchase orders, bills of sale, or any other documents reflecting any payments between Southwestern and the University of New Mexico ("UNM") and any of its affiliated entities or subdivisions, including but not limited to the School of Medicine, Division of Family Planning, Department of Obstetrics and Gynecology, Department of Pathology, Department of Family and Community Medicine, Family Medicine Center, Sandoval Regional Medical Center, Maternal and Child Health Service, Division of Neonatology, and the Developmental Research, Education, and Mentoring (DREAM) Laboratory.

To the best of Southwestern's knowledge, no such documents exist. There are no payments between Southwestern and UNM (including any of its affiliated entities or subdivisions) for any purpose.[1]

Request No. 6: All financial statements, communications, correspondences, agreements, emails, telephonic messages, and purchase orders, bills of sale, or any other documents that identify any federal, state, or local funds received by Southwestern.

Southwestern receives funds from the State of New Mexico in the form of reimbursements for services provided to patients enrolled in the State's Medicaid program. *See New Mexico Right to Choose/NARAL v. Johnson*, 975 P.2d 841 (N.M. 1998) (holding that the denial of state funding for abortion services for women enrolled in Medicaid violates the Equal Rights Amendment of the New Mexico Constitution, and directing the use of state funds to pay for abortion services that do not qualify for federal financial assistance under the Hyde Amendment).

Pursuant to our discussion with the Select Panel's Majority staff, attached at SWWO000009-14, SWWO000031-36, SWWO000043-48, and SWWO000055-66, are financial statements indicating the funds received by Southwestern in the form of reimbursement for services provided to Medicaid-enrolled patients from 2010-2015.[2] Also attached at SWWO000001-2 and SWWO000021-30 are a sample of the reimbursement forms from the State and Medicaid managed care entities that accompany all payments made for services provided to individual Medicaid-enrolled patients, with HIPAA-protected health information redacted. To the extent the Select Panel seeks each and every Medicaid reimbursement form for the past five years, that material would be extremely burdensome and time-consuming to compile, as these records contain thousands of pages and a large amount of individual patient information that would require significant redaction. However, if the Select Panel determines it needs additional documents to further its investigation, I will communicate with the Select Panel's Majority staff to determine how we can resolve any concerns.[3]

Through 2014, Southwestern also received funds from New Mexico's State Coverage Insurance (SCI) program. Similar to the Medicaid reimbursements, attached at SWWO000003-8, SWWO000015-20, SWWO000037-42, and SWWO000049-54 are financial statements indicating the total funds received by Southwestern in the form of SCI reimbursements for 2010-2014.

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[1] Doctor #3 serves as a volunteer clinical and adjunct faculty of the UNM School of Medicine but does not receive any remuneration.

[2] For each Medicaid managed care entity, the total reimbursement received from Southwestern for each time period appears (as a negative number) in the "payments amount" column.

[3] We note that Southwestern also received, in 2012, $7,865.39 in reimbursements from Alameda Alliance for Health, a California MediCal managed care provider. Should the Select Panel wish further documentation to support this figure, such documentation can be provided.

We have attached at Appendix E a spreadsheet of total New Mexico Medicaid and SCI reimbursements received by Southwestern for 2010-2015.

Request No. 7: A list of any medical or nursing students, medical residents, or other medical personnel affiliated with UNM, including but not limited to its subdivisions listed in request 5 above, who participated in the performance of any method of abortion or prenatal or postnatal infant care, including related training exercises.

Southwestern has participated in a program to host medical and nursing students from UNM. But Southwestern does not maintain an inventory or registry of these students, and any such students would not have participated in the performance of any method of abortion or abortion-related training exercises (and Southwestern does not perform any prenatal or postnatal infant care). Medical and nursing students would only have been present to observe and, when appropriate, to participate in the provision of ancillary services they are trained to provide (*e.g.*, taking blood pressure).

As for medical residents or medical fellows affiliated with UNM, we have attached documentation regarding these programs at SWWO000067-70. These medical residents and medical fellows would only have been permitted to participate in the performance of any abortion if they were licensed by the Medical Board of New Mexico and appropriately insured. Like medical and nursing students who may spend time at Southwestern, however, Southwestern does not maintain an inventory or registry of these individuals.

Furthermore, Southwestern maintains the same privacy and security concerns as with its personnel, described in response to Request No. 4. These concerns, particularly regarding safety and privacy, are especially pronounced with respect to medical residents, who may not pursue family planning or OBGYN specialties, and whose public identification does not seem to further any of the six authorized subjects of investigation in H.R. Res. 461, 114th Cong. (2015) (enacted). *See McSurely*, 473 F.2d at 1203-04; *Tobin*, 306 F.2d at 275-76.

Finally, we note that on December 14, 2015, UNM informed Southwestern that it would no longer be sending medical fellows to Southwestern. Documentation of this decision is attached at SWWO000070. It has been publicly reported that the reason for UNM's termination of these programs is that Southwestern does not perform a sufficient volume of abortions to train residents and fellows.

Request No. 8: All communications, correspondence, agreements, emails, telephone messages, and purchase orders or bills of sale relating to fetal tissue between Southwestern and any executive or legislative officials or other employees of the government of the United States, the State of New Mexico, or of any other states, including of any municipality within the State of New Mexico or any other states.

To the best of Southwestern's knowledge, no such communications exist.

Request No. 9: All communications, whether internal or external, that direct Southwestern personnel with respect to the handling, storage, transport, or disposal of fetal tissue, including but not limited to training materials, guidance documents, memoranda, emails, telephone messages, and purchase orders of bills of sale.

Communications responsive to this request are attached at SWWO000071-183.

Request No. 10: All documents that include descriptions, policies, or guidelines related to any method of abortion or fetal tissue research, and prenatal and postnatal infant care available to patients.

Documents responsive to this request are attached at SWWO000184-1010.

Request No. 11: All documents that include descriptions, policies, or guidelines related to Southwestern's referral of patients to any other entity for the purpose of procuring any method of abortion or prenatal or postnatal infant care, including identification of those entities to which referral is made.

To the best of Southwestern's knowledge, there are no documents responsive to this request. Any such referrals would be made on an individual basis.

Request No. 12: All accounting records relating to the cost or pricing of fetal tissue or fetal tissue research, including, but not limited to, accounting memoranda.

To the best of Southwestern's knowledge, no such documents exist. As explained above, Southwestern does not receive any payments relating to the donation of fetal tissue. Nor does it conduct any fetal tissue research itself.

Request No. 13: All specific requests made to Southwestern for fetal tissue made by any and all firms, corporations, non-profit organizations, educational institutions, or other entities, including but not limited to order lists, billing records, payment records, payment vouchers, and receipts.

Southwestern does not receive any payments for fetal tissue. The specific requests to Southwestern for fetal tissue are attached at SWWO001011-1016.

Request No. 14: All documents relating to the purchase, ownership or rental by Southwestern of equipment for the storage, disposal, or research of fetal tissue, the preparation of fetal tissue for research, the modification of fetal tissue into cell lines, or any other actions taken by Southwestern related to fetal tissue including but not limited to the date the equipment was purchased, its purchase price, its maintenance costs, and records of the depreciation treatment under the tax code of any such equipment.

Southwestern purchased one freezer in the relevant time period, to store fetal tissue in anticipation of MedPro's weekly visit to Southwestern to pick up medical waste. Southwestern has been unable to locate the receipt for the purchase of this freezer. The owner's manual and documents relating to this freezer are attached at SWWO001017-1035. There is no other equipment that is used exclusively for fetal tissue, as opposed to other medical services that Southwestern provides.

Request No. 15: An inventory record of all fetal tissues obtained, sold, or retained by Southwestern, as well as an inventory of current fetal tissue including, in particular, any records that refer to multiple tissue samples or organs or body parts procured from a single fetus.

Southwestern does not keep an inventory record of the fetal tissue that it has donated to UNM, nor is there a notation in an individual patient's file when a donation has been made. When Southwestern donates fetal tissue to UNM, it donates all of the fetal tissue obtained from an abortion procedure, it does not create multiple tissue

samples from a single fetus. Southwestern does not retain fetal tissue, with the exception of storing fetal tissue in between weekly medical waste pickups.

Southwestern likewise does not keep an inventory record of the fetal tissue obtained when a patient has made the decision to participate in the International Skeletal Dysplasia Registry and Southwestern facilitates a single transfer of the tissue samples requested.

Request No. 16: All records related to any fetal tissue or cell lines procedure from twin fetuses.

As noted in Request No. 15, Southwestern does not keep an inventory of the fetal tissue that it has donated, including any separate records relating to any fetal tissue from twin fetuses. Southwestern does not perform cell lines procedures from twin fetuses.

Southwestern is aware of one specific instance where fetal tissue was donated from twin fetuses to the International Skeletal Dysplasia Registry, which records were produced in response to Request No. 9 at SWWO000108-128.

Request No. 17: All documents relating to rent or site fees paid by entities to which Southwestern sold or donated fetal tissue.

To the best of Southwestern's knowledge, no such documents exist. Southwestern does not receive rent or site fees from UNM, the only entity with which Southwestern has a fetal tissue donation program—and, as noted, Southwestern does not sell fetal tissue.

Request No. 18: All Southwestern banking records relating to the procurement, sale, donation, or distribution or shipment of fetal tissue.

To the best of Southwestern's knowledge, no such documents exist. Southwestern does not sell fetal tissue or recoup expenses relating to its donation.

Request No. 19: A list of any known litigation in which Southwestern is named as a party, including any threatened or anticipated litigation.

To the best of Southwestern's knowledge, it is not named as a party in any litigation, including threatened or anticipated litigation.

Thank you for your time and for your consideration of the information submitted in this response. There are 1,035 pages for the accompany document production. If you have any questions about this information or the enclosed documents, please feel free to contact me.

Sincerely,

[redacted]

cc: Frank Scaturro, Special Counsel, Majority Staff
March Bell, Chief Counsel, Majority Staff
Heather Sawyer, Staff Director and General Counsel, Democratic Staff

Appendix A

1. Pursuant to applicable laws and regulations, Southwestern donates fetal tissue to the University of New Mexico ("UNM") for academic medical research.

2. Pursuant to applicable laws and regulations, Southwestern provides patients with the option to participate in academic medical research by the International Skeletal Dysplasia Registry in defining the clinical features, cause and possible treatment of skeletal disorders. This study is being conducted by the Orthopedic Surgery Department at the University of California, Los Angeles, in collaboration with Cedars-Sinai Medical Center, Los Angeles.

3. Pursuant to applicable laws and regulations, Southwestern contracts with a licensed medical waste disposal company, MedPro Waste Disposal, to handle all medical waste including fetal tissue. Prior to MedPro Waste Disposal, Southwestern contracted in 2010-2011 with another licensed medical waste disposal company, Stericycle, for the same purposes.

4. Pursuant to applicable laws and regulations, law enforcement authorities may request fetal tissue as evidence—for example, where rape or incest is alleged or where DNA is required for law enforcement purposes. In such cases, those law enforcement authorities arrange for the transport of any fetal tissue; Southwestern does not maintain an inventory or registry of where the tissue is transported.

5. Pursuant to applicable laws and regulations, Southwestern may receive requests from a patient's diagnostic doctor or specialist to run diagnostic tests on fetal tissue. In such cases, Southwestern arranges for transport of the fetal tissue at the direction of the patient and diagnostic doctor; Southwestern does not maintain an inventory or registry of where the tissue is transported.

6. Pursuant to applicable laws and regulations, Southwestern may receive requests from individual patients to have a burial, cremation, or religious ceremony, and patients may request transport of fetal tissue to a funeral home, religious institution, tribal representative, or other similar entity. In such cases, the receiving entity arranges for transport of the fetal tissue; Southwestern does not maintain an inventory or registry of these receiving entities.

B

Appendix B

Pursuant to applicable laws and regulations, Southwestern donates fetal tissue to the University of New Mexico ("UNM") for academic medical research. This is the only entity to which Southwestern donates fetal tissue.[1]

[1] Southwestern does not donate fetal tissue to the International Skeletal Dysplasia Registry; any such donation is made directly by an individual patient.

C

Appendix C[1]

Doctor #3 [redacted]

Doctor #7 [redacted]

Doctor #6 [redacted]

Doctor #5 [redacted]

[1] [redacted] retired from medical practice at Southwestern in August 2015.

D

Appendix D

Doctor #3 [redacted] Doctor #3 employs and trains physicians and other medical personnel as necessary and appropriate to patient care and relevant laws and regulations. He develops and/or approves all medical protocols. He also provides ongoing supervision to physicians and is available to them for assistance as needed.

Medical Director of Southwestern. The Medical Director is responsible for overseeing the performance of all physicians, providing policy updates of medical service, ensuring implementation and compliance with clinic policies and procedures (with the Clinic Director), facilitating communication with staff, ensuring physician positions are adequately staffed, coordinating schedules, maintaining external relationships, and working to develop updated policies and procedures. The Medical Director supervises the physicians, the Director of Nursing and nurses, and medical assistants. The Medical Director reports directly to Doctor #3

Clinic Director. The Clinic Director is responsible for the day-to-day functioning of the clinic, ensuring proper training, facilitating internal and external communications, ensuring implementation and compliance with clinic policies and procedures (with the Medical Director), and working to develop updated policies and procedures. The Clinic Director supervises fourteen counselors/medical assistants. The Clinic Director reports directly to Doctor #3

Physicians. Physicians are responsible for meeting individually and privately with each patient prior to surgery, reviewing the consent form with the patient and witnessing her signature, reviewing each patient's medical history, lab results, and counseling notes to screen for any contraindications to outpatient surgery, performing a gross tissue examination immediately postoperative and ordering microscopic tissue exams when necessary, reviewing all lab reports and ordering special postoperative instructions when indicated, reviewing all postoperative examinations done by the nursing staff, being on-call after-hours at all times, and immediate availability if there is a patient in the Recovery Room.

Director of Nursing. The Director of Nursing is responsible for overseeing nursing care to ensure high quality, training and supervising nursing staff, working to ensure patients are seen promptly and efficiently, conducting performance evaluations, performing nursing duties to assist in the functioning of the clinic as needed, and working to develop policies and procedures.

Nurses. Nurses are responsible for patient care in surgery, assisting the physician during abortions, sonography, postoperative exams, postoperative Recovery Room care, autoclave/pathology procedures, and lab procedures. As part of the autoclave/pathology procedures, nurses are responsible for preparing tissue for the physician to examine, and for placing any tissue in hazardous waste containers for medical waste pickup.

Counselors/Medical Assistants. Counselors/Medical Assistants are cross-trained to be responsible for providing individual and confidential counseling sessions, ensuring accurate

medical record keeping, taking blood pressure and pulse monitoring, setting up the surgery room, providing relaxation and other similar techniques to assist a patient during medical procedures, assisting with lab duties such as preparing tissue for the physician to examine, as well as washing, wrapping and sterilizing instruments.

Medical Assistants. Medical Assistants are responsible for the same duties as Counselors/Medical Assistants (see above), except that they do not conduct or assist with patient counseling.

E

Appendix E

New Mexico Medicaid and SCI Reimbursements Received by Southwestern, 2010-2015

	2010	2011	2012	2013	2014	2015
Blue Cross Blue Shield SCI	$27,659.41	$20,772.15	$50,434.21	$32,730.64	$194,535.54	$154,263.24
Lovelace Salud	$110,466.45	$144,169.09	$123,378.10	$66,679.63	$1,479.63	$0
Lovelace SCI	$14,013.27	$8,923.44	$6,360.04	$3,555.15	$0	$0
Molina Centennial	$65,466.87	$67,046.76	$63,374.45	$13,570.93	$202,144.94	$204,231.46
Molina SCI	$3,579.27	$0	$2,018.55	$0	$1,360.00	$0
Presbyterian Centennial	$163,885.36	$186,307.98	$163,176.34	$176,544.71	$266,621.74	$339,010.97
Presbyterian SCI	$11,772.47	$13,815.77	$7,451.64	$17,800.61	$845.23	$0
United Healthcare Centennial	$0	$0	$0	$0	$43,451.21	$66,791.23
Medicaid Xerox	$574,186.26	$497,283.93	$547,657.10	$489,090.51	$191,942.50	$116,485.24
Emerigroup Community Care of NM	$685.61	$316.70				
Evercare	$2,339.50					

Attachment 27

UNM Study Document,

UNM00790

KRUPPEL-LIKE FACTOR 4 EXPRESSION IN DEVELOPING HUMAN SKIN

Investigators:

[redacted]

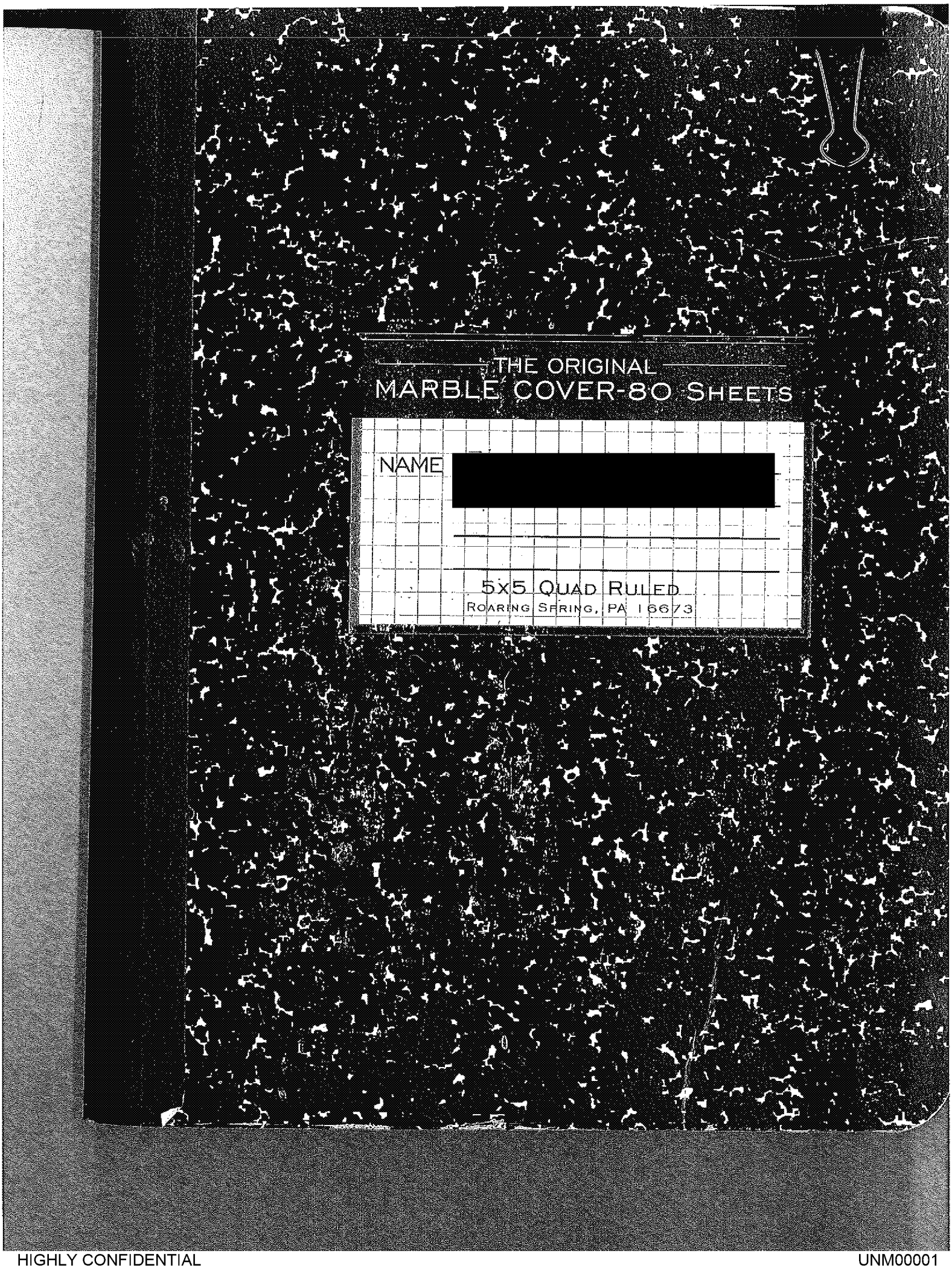
Protocol:

Our human fetal tissue studies have been evaluated by the Human Research Review Committee at the University of New Mexico and deemed not to constitute human subject research, as no identifiable human subject data are collected. Women undergoing elective termination of pregnancy are consented by Southwest Women's Options clinic, and can elect to have tissue used for research if they so choose. No interaction between women undergoing the procedure and our laboratory personnel occurs.

Human fetal skin samples (15 to 24 weeks gestation) from the posterior trunk and upper and lower extremities will be tested for KLF-4 expression. Baseline samples (minimal exposure to light or ambient oxygen) will be compared to samples incubated for 24 hours at 21% oxygen, simulating conditions following premature birth. Total RNA will be isolated and reverse transcribed for quantitative determination by real time PCR using primers and probes for KLF-4 using GAPDH as an internal control in duplex reactions.

Attachment 28

Procurement Notes


THE ORIGINAL
MARBLE COVER-80 SHEETS
NAME
[redacted]
5X5 QUAD RULED
ROARING SPRING, PA 16673

Add 0.5 ml Trizol, vortex, shake 20 min. minimum in fume hood; store at -80*.

2008

Liver & Kidney (for tissue culture)
Isolate tissue; wash in PBS in dish.
For kidney, take out 1 ml aliquot collagenase, place kidney into vial, cut it up with scissors, and incubate in 37* water bath 10 min.
Then proceed as for liver.
Liver: cut up tissue, place in 10 ml DMEM-FBS medium in 50 ml centrifuge tube.
Using a 10 ml syringe and 18 gauge needle, draw tissue through needle repeatedly until there's no resistance.
Repeat with 20- and 21-gauge needles.
Culture as usual in DMEM.

Heart
Look for the ductus arteriosis—if found, proceed.
Place into Nalgene cryovials:

- DA
- Ascending aorta
- Descending aorta
- 2 pulmonary arteries together

These go into "[redacted] DA box" in -80*C.

Eyes
Bottle-nosed microvial; label "retina"
Rinse in PBS, place in special dish.
Cut off lens, discard lens + iris.
Use 200 ul micropipette to place vitreous and aqueous into vial.
Invert eyeball, remove white, gooey retina (not darker stuff).
Both can go together.
Spin 5 min.
Aqueous to a 0.2 ul vial. Vitreous to a 0.2 ul vial. These go, with serum, into -20*C.
Retina will be pelleted. Add 0.5 ml trizol, vortex, then shake in hood 20 min.+
Goes into -80* C freezer.

Liver
1. Place in bottle-nosed microvial.
   Add 1 ml trizol, vortex, and shake in hood for a min. of 20 min.
2. Nalgene to -80* C with kidney.

Kidney
Nalgene, pair up with liver, into -80*C.

Brain

Rinse with 5 ml. PBS in dish.
Place 10 ml. DPBS-1% pen-strep-ampho. (in fridge) into 15 ml centrifuge tube.
Transfer brain tissue to tube.
Shake vigorously by hand and vortex, 1 min.
Shake in 37* C. water bath, speed 6, 30 min.
Centrifuge 1500 rpm, 5 min., no or low brake.
Resuspend pellet in 10 ml DMEM-10% FBS-1% pen-strep-ampho, place in flask in incubator.

Cochlea

Rinse in PBS in dish.
Place cochlea (1 or both) into 1 ml vial of trypsin (1 ml aliquots in -20 door in box).
Cut up hard tissue in the vial with scissors.
Incubate at RT for 5 minutes.
Place 10 ml DPBS w/1% pen-strep-ampho into 15 ml centrifuge tube.
Remove trypsin (with cochlear cells) with plastic transfer pipet to the 15 ml tube, leaving hard cochlear bits behind.
Shake vigorously and vortex for ~ 1 min.
Spin down 1500 rpm, 5 min., no brake.
Resuspend pellet in 10 ml DMEM-10% FBS-1% pen-strep-ampho, and place in flask in incubator.

Cord

Clamp both ends and place in dish with PBS, to rinse the outside.
Unclamp one end, place into 2 ml microvial, and "milk" fetal blood into vial.
Spin on benchtop 5 min.
Remove the lighter serum into 0.2 ul vial and place with aq + vit in -20*C freezer.
Add 0.5-1.0 ml trypsin to pellet, vortex, and shake in fume hood 20 min. minimum.
Place in -80*C.

Marrow

Isolate femur.
Prepare 5 ml syringe + 18 gauge needle.
Place PBS to microvial; label another.
Cut bone on one end. Marrow inside is dark. Clean outside of bone with gauze.
Place entire beveled opening of needle into cut end of bone.
Cut off other end and push PBS through, into tube.
Repeat.
Spin @ 3000 rpm to pellet cells, ~ 5 min.

1-15-10

(2) 26mm - 18 weeks

Skin from upper arm (looks degradated)

Retina → [redacted]

-M2 [redacted] 1-15-10

(3) 23mm - 17 weeks

SKIN from lower leg.

l M2 [redacted]

of appendix → [redacted]

(4) 44mm = 25 weeks Treated with digoxin

heart mushy; GI discolored + liver. skin loose

Eyes discolored red 2 retinas → [redacted] for coverslips w/ 1. Ø Epo 2. 10 Epo

(5) 30mm = 19.6 weeks (DIG)

2-4-10

(1) 33mm = 20.7 weeks Digoxin - observations

- heart - entire organ mushy
- Kidneys - discolored dark red; Lack of form
- GI discolored
- Lungs - mushy, + discolored w/ blood

- Cord blood
- Lung
- heart
- skin
- brain

} TriZol

Lung, skin } formalin

6 coverslips - Brain - DMEM complete

2-4-10
26 mm = 18 Weeks

Brain, Kidney, Heart, Lung, Skin, Retina (1) } trizol

Skin - formalin

brain - 6 coverslips, comp, DMEM

2-5-10

(1) 35 mm = 21.5 weeks - DIG

very very red - tissue
tiny bits of brain tissue everywhere

skin, retina (1), brain } trizol

(2) 32 mm = 20.4 weeks - DIG

all tissue looked more normal
lung almost approached normal appearance

- Lung
- Retina (1)
- Skin
- brain

2-11-10

(1) 29 mm = 19.2 weeks - DIG

~~tissue normal/red~~
tissue looked normal - like me above 20.4 from 2-5-10

- Skin
- Brain
- Heart
- Lung
- Retina (1)

} trizol

(2) 39 mm = 23 weeks - DIG

Very red tissue
brain & retina pulled apart easily

- Skin
- Brain
- Lung
- Retina (1)

} trizol

(6) 59mm = ? 30.5 wks

Intact - did not dissect

2-17-10

(1) 25mm = 17.8 weeks

Lung, 3.6 g → [redacted]

Retina (1) - made 1 flask + 6 coverslips

Brain - made 1 flask + 8 coverslips

Lung [redacted]

2-19-10

tissue
rain tissue overgrown

(1) 13 mm = 13.4 wks

Brain 0.335 g → cultured

shed more normal
approached normal
appearance

2-24-10

(1) 16 mm = 10.6 weeks

Heart - cultured 1 flask + 3 coverslips

Brain? - 3 coverslips

Retina (1) - 24 coverslips

3-10-10

(1) 22mm = 16.7 weeks

Retina (2) - 1 flask + 3 Coverslips

ost
rmal - like one
2-5-10

3-11-10

21 mm = 16.3 weeks

Retina (1) - 1 flask + 3 coverslips

3-18-10 18 mm = 15.2 weeks

Retina (1) - 1 flask + 3 coverslips 440 mg lung → [redacted]

lled apart easily

3-20-10 19mm = 15.6 weeks

Retina (2) - 1 flask + 3 coverslips

3-24-10

(1) 13 mm = 13.4 weeks

brain → culture 0.31 g → 1 flask, 8 cs's + pellet frozen -80°C

~~Skin (2) → flask~~

4-2-10

(1) 21 mm = 16.3 weeks → coverslips lung → LN_2 fr [redacted]

brain - cultured

brain - in Trizol

Lung - in Trizol

retina (1) - flask + 6 coverslips

(2) 13mm = 13.4 weeks

retina (2) - flask + 6 coverslips

4-8-10

(1) 19 mm = 15.6 wks.

Epo Ø 10 100

• brain 1.83 g in 15 ml tubes, shook w/ 5 ml DPBS [redacted]

(2) 15mm = 14 weeks. LUNG → LN_2 fr [redacted]

233 mg brain - 2.5 ml DPBS

Epo Ø - 10 - 100 - [redacted] + coverslips

5-13-10

(1) 19 mm = 15.6 weeks Lung → LN_2 fr [redacted]

Brain - 690 mg → Epo 0-10-100 expt.

Lung

Kidney } Trizol

(2) 18 mm = 15.2 weeks

Brain - 2.02 g → Epo exp't

Brain → Trizol

Retina (2)

Heart → culture

5-20-10

(1) 21 mm = 16.3 Lung → LN_2 for [redacted]

Lung, Kidney } Trizol

brain → [redacted] Epo-Darbe cultures

heart → cultured

5-21-10

(1) 22 mm = 16.7 w/ks 4 heart vessels → -80°C

brain → [redacted]

brain, lK, L, Lung } Trizol

heart → culture ([redacted] Lab Book 3, p. 67)

brain → Epo expt Epo Ø-10-100 for [redacted]

5-26-10

(1) No foot found - estimate 17 weeks Lung → LN_2 for [redacted]

brain - 5 tubes, 2 Retinas, Lung } Trizol

heart - culture

(2) 10 mm = 12.3 weeks

brain → Trizol

5-27-10

(1) 25 mm = 17.8 w/ks Lung → LN_2 → [redacted]

Brain → lumar, Heart → cultured / Lung 2 tubes, Brain (5), Rat (1), Liver (3) + Kidney (2) } Trizol

5-28-10

(1) 4mm = 10 weeks
brain → [redacted] for Epo-Darbe exp't.

(2) 5mm = 10.4 weeks
brain → [redacted] for Epo/Darbe

(3) 17 mm = 15 week
Lung
Retinas (2)

Lung → $l N_2$ for [redacted]

6-3-10

(1) 5mm = 10.4 W/KS
brain → [redacted] for Epo/Darbe exp.

(2) 22mm = 16.7 W/KS
brain → [redacted]
brain
retina (1)
liver
kidney
} + trizol → -80°C

Lung → eN_2 [redacted]
Lung → Cortex → -80°C

6-4-10

(1) 15 mm = 14 weeks
Lung
2 Retinas
} Trizol
Heart → Culture

Lung → [redacted]
Lung → [redacted]
Brain → [redacted]
mice 12155

(2) 13 mm = 13.4 weeks
2 Retinas → Trizol
heart → Culture

brain → [redacted] mice 1@1:05
Lung → [redacted] -80

③ 10 mm = 12-3 weeks.

heart → culture

Lungs: [redacted] -80° 1:40 pm

Brain → [redacted] mice 1:45

6-9-10

(1) 6mm = 10.6 weeks.

heart 33 mg

brain → [redacted] Epo/Darbe exp.

6-10-10

(1) 18mm = 15.2 w/k

heart
lung
brain
retina → [redacted] Epo/Darbe exp

6-11-10

(1) 5mm = 10.4 w/k

heart → culture

6-16-10

(1) 12mm = 13 w/k

brain
heart
lung
kidney → [redacted]

(2) 5mm = 10.4 w/k

retina
brain → [redacted]

fr [redacted]

e) M2 Cards - 80°C

e

n ice 1@1:05 -80

6-17-10

(1) 21 mm = 16.3 w/k

heart = prepped 2 ways 1/2 heart triturated 1/2 c/d digestion
retina → culture
lung → [redacted]
brain → [redacted]
kidney

Lung, Brain, Kidney } TriZol

~~(2) 7mm = 11 weeks 11w/k~~

~~retina~~

(3) 9mm = 12wks

retina

heart culture

6-18-10

(1) 10 mm = 12.3 weeks
retina (2) → cultured

(2) 22mm = 16.7 weeks
retina (1) → cultured

lung, brain, kidney } TriZol

heart in PBS on ice 2:40

Lung → DNA for [redacted]
4 heart vessels

'd digestion

br [redacted]

essels

7-2-10
(1) 12 mm = 13 weeks
brain → Trizol
1 eye → [redacted]

(2) 20 mm = 16 weeks
2 eyes → [redacted]
~~umbilicus → havec (Sug)~~
Cord blood
lung
kidney
brain } Trizol

(3) 8 mm = 11.6 weeks
2 eyes → [redacted]
lung → Trizol

(4) 9 mm = 12 weeks
2 eyes → [redacted]

lung → [redacted]

7-22-10
(1) 7 mm = 11 weeks
2 eyes → [redacted]
heart → [redacted]
2 kidneys → TriZol

7-23-10
(1) 17 mm = 15 week.
Could not find anything...

2/30/10 [redacted]

12.7w

took lung

14w
took lung
brain
[redacted] took ~~heart~~ eyes

11.5
took lung
heart → [redacted]

11.0
took lung
heart → [redacted]

8/4/10 [redacted]

16.7w
12.3w } took lung reserved eye and heart

8/5
11mm → 12.7w took lung reserved eye & heart

8/6
12.0w took lung
11w [redacted] reserved heart & eyes

8/10/10
16mm = 14.5w/k
• lung

8/11/10

6 mm → 10.6w

lung → [redacted]
brain →

in 4°C @ 3:30

8/13/10

11.5 Ret (1) + lung + brain

15 Ret (2) + lung + brain

7mm → 11 w lung + brain

8/25

7.5 mm → 11.3 w
9 mm → 12 w

→ took brain, kidney, Adrenal gland, lung

8/26/10

1) 6mm = 10.6 wks.

heart

9/15/10

[redacted]

13 mm → 13.4 w took kidney, brain, adrenal
20 mm → 16 w took lung, brain.

heart

9/17/10

[redacted]

20 mm → 16 w took brain, lung
8 mm → 11.5 w " " " spleen, stomach, kidney
6 mm → 10.6 took " " " kidney, bladder

eyes

9/23/10
24 mm → 17.9 w

11/23/10

12 mm → 13 wk

12/28/10

17wk = 23mm

Brain → [redacted]

1/5/11

6mm = 10.6 wks.

Brain → [redacted]

1-6-11 ① 18 mm = 15.2 wk.

brain 1.9 grams → [redacted] passage/freezing expt.

2 eyes → [redacted] + gyros

Lung/heart ↳ → [redacted]

② 19 mm = 15.6 weeks

brain, 1.65g → [redacted]

Heart/lung → [redacted]

1-19-11

① 26mm = 18 weeks

heart } culture
brain }

- K
- L
- Lung
- Cord blood
- brain

} Trizol +-80°C

K, L, Lung → [redacted]

3-25-11

11.5 wk Brain – [redacted]
Retina –

4-15-11

15.2 Brain
Retina (1) – [redacted]

5/26/11
37mm → 22.2 weeks
36mm → 21.8 weeks

5/27/11
14 wk eyes
16 wk eyes, brain, lungs
12.8 wk Brain

6-6-11
13 wk Brain
12.7 wk Heart, Left Lung

6-9-11 19.6 weeks (30 mm), heart, a little brain
18.5 weeks (27 mm) - lungs, brain
16 weeks (20 mm) - heart (cold)
16 weeks (20 mm) - brain

6-10-11

12.7 wk Brain
19 wk Brain (possibly [redacted])

6-16-11
16 week brain, eye

6-17-11
14 week brain
15 week brain
12.7 week brain

6-23-11
13/4 week - eye
15.2 week - nothing

6-24-11
17 week

16w3wk Brain 3.747 g
Placental Tissue 12.8 g

6-30-11
17 Brain

7-28-11

(1) 21 wks 16w3 weeks:
- brain - [redacted] plated flasks + cc's for [redacted] expt (Expo-Dark RNA)
- heart - [redacted] + [redacted] → myocyte culture

(2) part was in filter - We could not get out ...

CS.

8-4-11

16.0 wk Sample

Brain → [redacted] Oligo isolation

→ [redacted] for [redacted] Epo/Dalke brain exp't.

13.0 wk

(2) Retina - [redacted]

8-12-11

11.5 week sample

8-25-11

(1) 23 mm = 17 week 3.1 g. Brain → Epo/Dalke/EGF expt

(2) retina - 17 wk - [redacted]

9-8-11

15.4 wk Brain CM

9-15-11

① 15mm = 14 weeks

Brain → Epo/Dalke cell culture 0.16 g

2 Eyes → [redacted]

brain →

② 28 mm - 19 weeks

Brain → 0.8 g → Epo/Dalke cell culture

+ Smce in Tri'201

Brain → [redacted]

2 eyes →

9-29-11

10.4 Brain - CM 2 eyes → [redacted]

Epo-Dalke RNA)

19 wk Brain / Eyes - tissue not normal - didn't culture

both 10.4 + 19 wk brain cells → Epo-Dalke study

9-30-11

(1) 6 mm = 10.6 weeks

· brain - 0.064 g → Epo/Dalke exp't ([redacted])

· 2 eyes

→

(2) 23 mm = 17 weeks

Brain = 1.21g

~~[illegible]~~ Putting sample in trizol

1 eye -> [redacted]

(3) Twins = 1 w/ clubbed feet
other = 20 mm = 16 weeks

Brain A = .33g

Brain B = .18g

16 eye (2) [redacted]

17 eye (1) - [redacted]

Twins 16 A (2)
16 B (2) - [redacted]

11-4-11

(1) 15 mm = 14 weeks
• brain -> culture

• 2 eyes -> culture   1 isolated 1 retina, [redacted] isolated the other

(2) 4 mm = 10 weeks
2 eyes - [redacted] will try!   One entire Retina! + pieces of the other

11-11-11

(1) 13 mm = 13.4 weeks
• 2 eyes -> retinal culture
Lung -> Xi

(2) 20 mm = 16 weeks
Lung -> Xi
Brain

(3) 9 mm = 12 weeks

18-2? D+E, so not intact

1-4-12
(1) 19 DIG - disassembled
(2) 15 mm = 14 weeks
Lung → [redacted]
(3) 2Le+ DIG — intact head → 10% Formalin @ RT
(60mm) 3 L. glass beaker in hood OFC 28.5 cm
• Clinic thought 30 wk, [redacted] thought 32

1-5-12
(1) DIG. Clinic labelled 28 week Head → 1st Formalin bath.
OFC 26.5 cm
(2) 15 mm = 14 weeks
1 eye

1-6-12
(1) DIG; clinic sez 30+
OFC = 27.5 cm. = 30 weeks
(2) ~~12 mm FL = 13 wk GA~~ 7 mm FL = 11 weeks G.A.

1-12-12
(1) 24 mm = 17 4 weeks
- Lung for [redacted] (2.95 g)
- 2 retinas → [redacted] for culture + [redacted] assist
- cord blood for RhD RNA isol. Practice
- brain → cell culture ([redacted])

I isolated the other
+ pieces of the other

1-18-12
one today: 14 weeks Lung → [redacted] ~1 g
Heart → in [redacted] Complete DMEM 4°C ONT for [redacted]
Brain and Spinal Cord → [redacted] for oligo isol.
Brain → [redacted] for 1° brain cell culture
1 eye → 4°C in medium → [redacted] for tomorrow
1 heart → " " → [redacted]

1-20-12

1 = 15 mm = 14 weeks

Brain → [redacted] Trying 2 ways to create single-cell suspension

1 eye → [redacted] placed @ 4°C in complete DMEM @ 12:40

1-25-12

6 mm = 10.6 weeks

brain → culture, [redacted]

1-26-12 24 mm = 17.4 weeks Lung → [redacted]

heart @ 4°C in PBS for [redacted]

1-27-12 (1) 18 mm = 15.2

eyes → 4°C in PBS for [redacted] heart → 4°C [redacted]

brain → [redacted], culture, Lung → [redacted]

(2) 24 mm = 17.4

Lung → [redacted]

(3) 15 mm = 10.4 wk.

Lung → [redacted]

ISH

2-15-12

1F 39 mm = 19.6 wk

Lung → [redacted]

1 eye → [redacted]

Brain → [redacted]

Heart → [redacted]

Could not ID pancreas; need anatomy lesson

2-17-12 (1) 9mm = 12 week
2 Lungs → [redacted]
brain + cord → [redacted] to culture

Round opaque "ball" no structure what is it?? in formalin

re-cell

DMEM @ 12:40

(2) 6 mm = 10.6 week
~~2 Lungs~~
brain + cord → [redacted] to culture

2-17-12 (3) 11mm - 12.7 week triplets
1) [redacted] → three eyes used two
2) 2 heart
3) lung
4) [redacted] → brain

eart → 4°C [redacted]
→ [redacted]

2-23-12 21 mm = 16.3
pancreas ?

3-1-12 20 mm = 16 week
Brain → [redacted]
heart → [redacted] (4°C)
lung → [redacted] (4°C)
eye → [redacted] (4°C)
pancreas for [redacted] project → 4°C in DMEM
tail portion → formaldehyde 3.7% lab made

3-2 22 mm = 16.7 week
~~2 eyes → 4°C~~
lung → [redacted]
heart → 4°C for [redacted]
pancreas (looks like middle part) plated

lesson

3-14-12 Pi Day!

(1) 7 mm = 11 weeks
- heart in DMEM - 4°C @ 2-15
~~eye~~
brain → [redacted]

(2) 5 mm = 10.4 weeks
brain → [redacted]

3-22-12
(1) 10mm = 12.3
brain
heart — in DMEM (cmp) @ 4°C for [redacted] tomorrow
2 eyes

(2) 5mm = 10.4
brain
heart — in cmp. DMEM @ 4°C

3-28-12 (1) 13 mm = 13.4
brain
Lung

4.4.12
1. 7mm = 11 weeks
- heart
- lung
- brain

2. 10 mm = 12.3 weeks
- heart
- brain
- Lung

3. 4 mm = 16 weeks

4-11-12
(1) 11 wks

(2) 17 wks
Lung → [redacted]
PAOs → [redacted]

4-13-12
(1) 13.8 w
~~Heart~~ → [redacted]
Lung + PAs → [redacted]

(2) 12.7 wks
3:50 brain → [redacted] (plain med. 4°C ON)

[redacted] tomorrow

Lungs → [redacted]

5-3-12: no tissue

5-4-12

(1) ~~~~
~~pancreas~~

(1) 15 mm = 14 week

- pancreas 1/2 → Trizol → -80°C
1/2 → 3.7% formaldehyde in box @ R.T.
rest of intact GI tract → 50mL tube of 10% buf FormAcet fix [redacted]

Lung → [redacted]

5-24-12/[redacted] Asked clinic for digoxin treated tissue 24-28 wks.
- for methylation study + because [redacted] wants whole, fixed brains to dissect w/ Summer Camp students.
Clinic est. 27 and 28 wks. Smaller in amnion/placenta
(1) Bag sez C.R. 48 mm ~~~~ ♀ ~~~~ OFC 23.5 cm
blood ~5mL from cord in 15mL tube, added PBS → 15mL
Spun + layered pellet over Ficoll-Paque
L cheek } in 10% formalin acetate
brain

(2) ♀ 25.3 cm OFC.

brain → 10% formalin acetate.
L cheek → "

6.14.12 Thursday

(1) 23 mm = 17 week

Lung → [redacted] in @ 4°C @ 2:20

- cord trying to get HUVEC's
- brain → [redacted] in culture

(2) 24 mm = 17.4 wks DIC [redacted]

(3) 16 mm = ~~10 weeks~~ 12.7

small intestine → Trizol for [redacted]

(4) 5mm = 10.4 weeks Lung → [redacted]

tiny bit of brain in PBS @ 4°C for [redacted]

she plated it Monday & they grew wonderfully!!

6-15-12

(1) 26 mm = 18 weeks [redacted]
umbilical cord

(2) 29 mm = 19.2 [redacted]
umbilical cord

6-22-12

(1) 11.5 wk (8 mm ft. length) Sm. intestine → Trizol for [redacted]
brain → [redacted]

(2) 13 wk. [redacted]
umbilical cord →
brain → [redacted]

Lg + Sm intestine → Trizol for [redacted]

(3) 16 wk
brain → [redacted]

6.27.12 Wed.

(1) 15.6 weeks
- brain → H.D.
- umbilical cord → 4°c for [redacted]

Lung → [redacted] delayed in transit rec'd Friday.

[redacted]

(2) 10.6 weeks
- brain → [redacted]

(3) 12.3 weeks

small intestine → Trizol for [redacted]

6.28.12

(1) 24 w/c d/s. head not intact
umbilicus → 4°c in PBS for [redacted]

[redacted]

(2) 7 mm = 11 week
brain → [redacted]

[redacted]

wonderfully!!

6.29.12

(1) 16.7 wk, 22 mm
- 2 eyes, retinas → [redacted] to cultures
- heart → [redacted]
- brain → [redacted]
- pancreas tail → cell culture mid → cell culture head → 10% formalin - acetate

Lg + sm intestine → [redacted] trizol
+ duodenum

7.5.12

(1) 12.7 weeks

sm. intestine + stomach → trizol/ [redacted]

(2) 6cmm = 10.6 wks.
Found nothing but 1 leg, 1 hand, head, ribs, kidney

→ Trizol for [redacted]

7.6.12

(1) 10.4 wks
Brain → [redacted]

(2) No intact foot found; clinic measured @ 17 weeks
- brain → [redacted]
- 1 eye → [redacted] isol. retina & plated
- umbilicus → 4°c for Claire, @ 2:30 pm

→ Trizol for [redacted]

Alcl: in Trizol
Lg. int
Sm. int.
stomach ✓

7/19/12

24 wk Brain → [redacted]
2 eyes →
heart → [redacted]

7.25.12

(1) @ 19 mm = 15.6 week pancreas → 10% formalin
Lung → Sand comp DMEM [redacted]
Lg Guts, Small int → formalin ✓

brain → [redacted]

1 eye → [redacted]

8-3-12

(1) 6 mm = 10.6 week Sm intestine → Trizol for [redacted]

brain → [redacted]

Spinal cord → [redacted]

8/8/12 stomach + esoph → Trizol/[redacted]

(1) 11 mm - 12.7 weeks
- 1 retina
- 1 kidney
- 1/2 Lung
- 1/2 Lung

(2) 4mm = 10 weeks stomach → Trizol/[redacted]

8/22/12
(1) 15 mm = 14 weeks
Lung - too young for [redacted]

(2) Date on bag 4/17/12 - did not open.

8/24
(1) 21 mm = 16.3 weeks

- Liver → trizol
- intestine → 3.7% paraformaldehyde for [redacted]

Shipped GI to [redacted]

10% formaldehyde
mp DMEM [redacted]
int → formalin ✓

9-19-12
(1) 18 mm = 15.2 wks
Loads of brain → [redacted]
That's it -

zol for [redacted]

(2) 6 mm = 10.6 wks
brain → [redacted]

entire GI in 10% formalin-a [redacted]

h → Trizol/[redacted]

9-26-12
(1) 7 mm = 11 wk
Brain - [redacted]

zol/[redacted]

10-17-12

1. 8 mm = 11.5 weeks

- brain → Trizol → -80°C
→ [redacted]

2. 11 mm = 12.7 weeks
- brain

10/24/12

(1) 9mm = 12 week GA
brain → [redacted] maybe

(2) 6mm = 10.6 GA
brain → [redacted]

(3) 5mm = 10.4wk GA [redacted] = stomach - esoph } together
- duodenum
~~esophagus~~
+ jejunum }
in 10% formalin acetate

10/31

(1) 13 mm = 13.4 weeks
brain → [redacted]
pancreas fixed

small intestine - fixed

(2) 19 mm = 15.6
brain → [redacted]

small int → Trizol
large int → tri zol + 10% FA
stomach → Trizol

-esoph } together
ium
~~gets~~
m }

lin acetate

testine - fixed

t → Trizol
t → trizol + 10% FA
l → Trizol

11/7/12
(1) 9 mm = 12 weeks ✗

(2) 6 mm = 10.6 - 11 wk
~~[illegible]~~
+ heart / lung in 10% FA

for [redacted] in 10% formalin
Stomach & esoph
Large intestine
Small intestine

11.28.12
(1) 24 mm = 17.4 weeks
pancreas → culture
+ CS

[redacted] lg. intestine in 10% formalin ace
+ small " in 10% FA

[redacted] - lung

(2) 17 mm = 15 weeks

The band + lung
[redacted] - ~~lg~~ sm intestine
+ in FA & Trizol

(3) 22 mm = 16.7 weeks

Lung → [redacted]
intestine

(4) 18 mm = 15.2 weeks

Stomach in Trizol FA

12-6-12
(1) 21 mm = 16.3 wk

DA, asc. aorta, desc aorta LeftPA → lN_2

pancreas + ~~macerated~~ / pipetted thru ~~1mL, 200, 100μL micro tips~~ 18g + 21g needles, then 0.1% collagenase ~~in~~ 5 min 37°C shaking.

02/06/13

25 mm 17.8 WK

- Brain C [redacted]

Lung → [redacted]

2-13-13

(1) 26 mm = 18 week

Brain → [redacted]

Lung → [redacted]

intestine → [redacted]

RO thought maybe dig?

(2) 12 mm 13 wk

Brain → [redacted]

2-22-13

(1) 22 mm = 16.7 weeks

Brain → [redacted]

GI - stomach, Lg + sm int, duodenum fixed → [redacted]

(2) 23 mm = 17 wk

pancreas — cultured

(3) 9 mm = 12 wk

Pancreas 1/2 cultured, 1/2 fixed

2-27-13

(1) 18 mm = 15.2 weeks

brain → [redacted]

pancreas → [redacted]

GI + stomach → 10% FA for [redacted]

(2) 11 mm = 12.7

brain → [redacted]

3-01-13

(1) 7 mm = 11 wk

Brain → [redacted]

[redacted]

[redacted]

+small int, duodenum
:(

FA for [redacted]

② 11 mm = 12.7 wks
Brain → [redacted]

GI fixed for [redacted]

3-6-13

① 12mm = 13 wk
spinal cord → [redacted]

② 10 mm = 12.3 wk
Brain → [redacted] , spinal cord → [redacted]

3-13-13

① 6 mm = 10.6 wk
brain → [redacted]

② 6 mm = 10.6 wk
brain → [redacted]

3-15-13

① 13mm = 13.4 wk
brain → [redacted]

②

↑ list of blood samples back page

3.21.13
(1) 10 mm = 12.3 weeks
brain → [redacted]
(2) 9.5 mm = 10.2 wk
brain → [redacted]

3-28-13
① 11 mm = 14 weeks Matches 15 wk. Maternal Blood [redacted]
brain → [redacted]
heart → Trizol + in maternal blood box
brain → [redacted] to coverslips for INS + GCG (-) control Jimmatch
brain → Trizol + in mat. blood box

3/29/13

① 20 mm = 16 weeks old
Cord blood → [redacted]
Brain → [redacted] → X
Brain → [redacted] → fixed to TriCore

4-3-13 1/2 mL Limb blood samples

① 11 mm = 12.7 weeks BD

② 9 mm → 12 weeks
brain → [redacted]
+ same CS's for [redacted] neg control

4-4-13
5 maternal blood samples

4-5-13
7 blood samples

4-9 4 blood samples

4-10 4 "

4-11 2 "

4-12 3 "

4-17-13

① 5mm = 10.4 wk [K.J] > match < 23 tubes blood
[redacted] → heart?

② 7mm = 11 wk [V.Y] > match <
[redacted] → heart?
→ Brain

③ 5mm = 10.4 wk [J.J]
[redacted] ?

④ 5mm = 10.4 wk [Y.D]
[redacted] → Lung?

5/17/13

① 11mm = 12.7 weeks (S16)
Brain - 1/2 in TZ
1/2 in culture (-) control cells

② 9 mm = 12 weeks (S15)
brain → cells

5/22/13
10 mm = 12.3 week ← brain → PBS → 4°C
- 5:00 pm

6/06/13
13 mm = 13.4 week - Nothing

6-7-13

① 20mm = 16 weeks
Lungs - 6 pieces - fixed 10% FA for [redacted]

② 18 mm = 15.2 weeks
1 piece of lung - as above

ENTIRE PANCREAS - whoo hoo!! for Hip 213 expt.
191 mg.

6.19.13

① 10 wks (5mm) } found intestine in each → [redacted]

② 7 mm = 11 weeks }

7-3-13

① 14 week
whole pancreas → HIP expt
int → [redacted]

② 17 week
whole panc. → HIP expt
int → [redacted]

③ 10.4 week TC
blood
kidney + adrenal } ASA
in trizol

7-17-13

① 10.6 week
Brain [redacted]
Heart — hatches — Blood "M.F."
in Trizol

② 12.3 week
Brain → [redacted]
pancreas, entire → culture (flasks cs's)
Blood - "B.S."
Intestine → [redacted]
Intestine → [redacted]

③ 14.5 wk

7-18-13

①14A brain
maternal serum
kidney in trizol [redacted]
intestine → [redacted]

②14B maternal serum [redacted]
Kidney
intestine → [redacted]

③12 maternal serum [redacted]
Kidney [redacted]
intestine → [redacted]

④ 12.7 Intestine → [redacted]
maternal serum [redacted]
brain → [redacted]

③ 10.6 wks Intestine →

~~maternal serum~~ tube empty

7-24-13
① 18 mm = 15.2 weeks (SA) + pancreas - duodenum intestine → [redacted]
brain → [redacted]
K → Th-201 — matches maternal [redacted]
② 10 mm = 12.7 wks (A.I)
Heart → Th-201 — matches serum intestine → [redacted]

8-14-13
① 16 wk → Brain [redacted] Intestine [redacted]
② 14 wk → Brain [redacted]
③ 10.6 wk → Intestine → [redacted]

8-19-13
④ 24 mm = 17.4 weeks
intestine → [redacted] Lab

lab

9

9-25-13
(1) 12 mm = 13 weeks
Brain in Trizol → -80°C

(2) 5 mm = 10.4 weeks
Brain in Trizol → -80°C

9/26 - none

9/27 (1) 7 week - sac

(2) 7 mm = 11.5 weeks intestine → [redacted]

(3) 4 mm = 10 weeks

(4) 5 mm = 10.4 weeks

10-2-13
(1) 15 mm = 14 weeks intestine → [redacted]
pancreas → culture + coverslips

(2) 10 mm = 12.3 wk intestine → [redacted]
pancreas → culture + coverslips

10-3-13
(1) 16.3 wk
pancreas → culture + coverslips intestine → [redacted]
Lung → [redacted] (put in Fridge over night)
Brain → Trizol (RNA) & T-PER (protein) → -80°C
(2) 12.3 wk
intestine → [redacted] Lung → [redacted] (put in Fridge over night)

10-09-13
- 9mm = 11.5 wk
  Brain in Tri:Zol T-PER → -80°
  Panc → [redacted]
- 9mm = 12 wk
  Brain in Tri:Zol + T-PER → -80°
- 6mm = 10.6 wk
  Brain in Tri:Zol + T-PER → -80°
  Panc → [redacted]

10-10-13
- 21mm = 16.3
  panc → [redacted]
  Brain: in tri + T-PER → -80°

10-11-13
- 15mm → 14 wk
  Brain in Tri + T-PER → -80°
  Panc → [redacted]
- 11 wk
  Brain → Tri + T-PER → -80°
- 10.4 wk
  Brain → Tri + T-PER -80°
- 11mm = 12.7 wk (A, B) Twins
  Brain → Tri + T-PER → -80°
  Panc A + B → [redacted] → HFP

10-16-13
- 10.4 wk
  Brain → T-PER + Tri:Zol → -80°
- 10.4 wk
  Brain → T-PER + Tri:Zol → -80°
  → Ma → intestine

10-17-13
- 13mm → 13.4 wk
  - Ma → Intestine
  - Brain → Tri + T-PER → -80°
  - Panc → [redacted]
- 15mm → 10.4 wk
  - Intestine → [redacted]
  - Brain → Tri + T-PER → -80°
- 7mm → 11 wk
  - Intestine → [redacted]
  - Brain → Tri + T-PER → -80°
  - Panc → [redacted]
- 18mm → 15.2 wk
  - Intestine → [redacted]
  - Brain → [redacted] Tri → -80°
  - Panc → [redacted]

10-24-13
- 14mm = 13.8wk
  - Panc → [redacted]
  - Brain → to: d T-PBR → -80°C

10-25-13
- 8mm = 11.5wk
  Panc → [redacted]

10-31-13
- 6mm = 10.6
  Panc → [redacted]

11-6-13
- 19mm = 15.6wk
  - Panc (2) - [redacted]

11-8-13
- 15mm = 14wk
  - Brain - [redacted]
  - Panc
- 8mm - 10.4wk
  - Brain - [redacted]
- 7mm - 11wk
  - Bra - [redacted]
  - Panc -

11-13-13
- 12mm - 13wk
  - Panc - [redacted]
  - Brain -
  - GI -
- 9mm - 12wk
  - Brain [redacted]
  - GI -

11-14-13
- 20mm - 16wk
  Panc → [redacted]
  Brain →

11-20-13
- 7mm - 11wk

- RH - Blood 16wk
  SS

11-21-13
- 20mm → 16wk
  - Brain → RH - S.S → Tri.Zol → -80°C
  - Panc → [redacted]

11-21-13 cont.
- 8mm → 15.2wk
  - Brain → [redacted]
  Panc →
- 7mm →
  Panc →

11-22-13
- RH - Blood [redacted] 10wk
- RH - Blood [redacted] 10wk
- 6mm → 10.6 wk
  - [redacted] matched Brain [redacted]
- 8mm → 10.4 wk
  - [redacted] matched Brain

12-6-13
- 11mm → 12.7wk [redacted]
  + Blood
  + matching Brain & Lung (Tri.Zol)

12/13/13
- 12mm = 13 wks EGA

01-08-14
- 15mm - 14 wk
  Panc → Pictures → Fixed
  wk. sht = 0.0865
- 6mm - 10.6 wk
  Brain → [redacted]

1-9-14
Brain 10.4 wk [redacted]
11.0 wk

1-17-14
NADA

1-29-14
① 12wk AP RH- mom
Serum + Serum in TZLS } -80
Brain in Tri Zol }

② 10.4 wk ER RH- mom
Serum + Serum in TZLS } -80
Brain in TZ }

③ RH- blood sample only (mom) Pt. 2
in "under 10 wk" box

nt
wk
t
t
+
[redacted] 10wk
10wk
5 wk
eel Brain [redacted]
1 wk
d Brain [redacted]
wk [redacted]
rt & Lung (Trizol)
13 wks [redacted]
wk
ues → Fixed
wt = 0.086g
wk
ristone
1.0 wk CM
.0 wk CM
RA⁻ mom
mm in TZLS } -80
1201
Rh⁻ mom
mm in TZLS } -80
12
ple only (mom) ?
0 wk" box

1-31-14
1) 9mm - 12wk
- Brain → [redacted]

2-6-14
1) 5mm = 10.4 wks
brain → [redacted] w/ Epoo Dube

2-12-14
1) 21mm = 16.3wk
brain → [redacted]

2-13-14
1) 17mm = 15wk
brain → [redacted]
heart lung block → 8)

2-14-14
1) 24mm = 17.4wk
Panc → fixed 3.7% Formaldehyde
heart lung block → 8)
2) 21mm = 16.3wk
Panc → fixed 3.7% Formaldehyde

2-19-14
(1) 13 weeks (12mm)

(2) 7mm = 11 weeks

(3) 9mm = 12 weeks

2-28-14
(1) 17 weeks }
(2) 16.3 weeks } → [redacted] Lab

Term umbilical cord for HUVECs
clean cut 2 ends
insert tube - small - into artery
flush w/ PBS (sterilly)
heat in PBS - water bath + heat 0.1% collagenase. Used 3 mL coll-ase
warm DMEM + 10% FBS (neutralizes collagenase) to flush

4-24-14
(1) 16 wk heart → [redacted], Pharm. 272-8146

5-16-14
16 wk Brain CM
16.5 wk Brain CM
16 wk Heart (??) for [redacted]

6-22-14
16 wk Brain [redacted]

5/29/14
10 de wk Brain for [redacted]

6/5/14
1) 16.7 wk brain → [redacted]
skin → [redacted] → incubate
heart →

2) 13.4 wk heart → [redacted]
skin →

3) 38 mm = 22.5 wk DiG - Trisomy 21 Requested animal research
brain, lung, skin } placed in -80°C, top shelf

Rotation
14.5 Skin for [redacted]
16 de Skin for thigh & upper for [redacted]
16 Bones for [redacted]

CM
20 wk twins - 2 intact brains to [redacted] Lamp, 10% FA

8146

6-11-14

(1) 43mm = 24.7 wks

Intact brain obtained + placed in 10% FA for [redacted] Camp

6/12/14

(1) 10 wk X

(2) 16.7 wk heart → [redacted]

skin → [redacted]

brain → [redacted]

7-18-14

(1) 20 mm = 16.0 wks

skin → [redacted] K-13 expt.

(2) 15 mm = 14.0 wks

skin → [redacted] K13 expt.

7-16-14

(1) 20 mm = 16 wks

Skin → [redacted] Skin Exp.

Heart → [redacted] Fixed

[redacted] all rights reserved

7-24-14

(1) 7mm = 11 wks

Skin → [redacted] Skin exp

(2) 26mm = 18wks

Skin → [redacted] Skin exp.

FA

8-1-14

(1) 5mm = 10.4 weeks no panc found
(2) 5mm = 10.4 weeks

8-6-14
samples from Friday, did not look

8-7-14
① 4mm = 10 weeks
skin from back → 1mL Trizol
+ [redacted] did pancreas → 0.5mL Trizol

8/8/14
① 19mm = 15.6 wks A

② 19mm = 15.6 wks B

③ 3mm = ?

8/13/14
① 15mm = 14wks

8/14/14
① 15mm = 14 wks → skin
② 11mm = 12.7 wks
③ 11mm = 12.7 wks

8/15/14
① 25mm => 17.8 wks
② 14mm => 13.8 wks

[redacted]

8/20/14
(1) 8mm = 11.5 weeks Pancreas → culture! [redacted]
12 - 18 - 24 hr HIP expt.

8/22/14
1) 15mm = 17.8 wks (skin)
2) 15mm = 14 wks (skin)
3) 9mm = 12wks (skin)

[redacted]

8/27/14 [redacted] - the Stealth lab Rat!
1) 15mm = 19wks (skin)
2) 13mm = 13wks (skin)

8/28/14
(1) 14 mm = 13.8 weeks
- Maybe a pancreas? 1/4 → Trizol in -80°C
remainder in cmrp DMEM in ins. } [redacted] orange box
- GI - in Trizol → -80°C

9-3-14
9mm = 12 weeks } nothing

11-6-14
(1) 17 mm = 15 weeks
• Mesentery } → Trizol
• adrenal gland } testing for presence of INS
• Sm. Intestine

11-19-14
19mm = 15.6 weeks
pancreas → HIP2B 10 day expt
[redacted] int → Trizol, ✓ for INS exp.

11-20 nothing

94

11-21-14
(1) 6mm = 10.6 weeks X
(2) 10mm = 12.3 weeks
stomach → Tri 201

12-2-14
(1) 11mm = 12.7 wk 6mm = 10.6
X
(2) 21mm = 16.3 wk
FROZEN - could not find

12-4-14
(1) 14mm = 13.8 weeks
Panc - macerated + in culture for HIP2B 10 day expt
ST + INT → Tri 201
(2) 11mm = 12.7 weeks
X

(3) 19mm = 15.6 weeks -16
-20
Panc - macerated + in culture for HIP2B 10 day expt
ST + INT → Tri 201

12-5-14
(1) 7mm = 11 wks
Could not find panc

1-8-15
(1) 21mm = 16.3 weeks
intestine w/ meconium → formalin for [redacted]

1-15-15
(1) 34-35 wk anomaly
(2) 11mm = 12.7 weeks
no meconium in intestines
no pancreas evident

1-21-15
(1) 14 mm = 13.8 weeks
no meconium
no stomach/panc

(2) 13 mm = 13.4 weeks
no meconium
stomach broken - no panc ☹

1-22-15
+19 mm = 15.6 wks
Int. in ~ 1cm piece / Small piece int. w/meconium → 4% FA

2-4-15
20mm = 16 weeks
Looked more like 14, clinic said 14
GI in ~ 1-2 cm piece, no meconium

2-6
(1) 24 mm = 17.4 weeks - Twins
17a & GI w/meconium → 4% FA
17.4 B

(2) 27 mm = 18.5 weeks
Small piece of pancreas

3-11-15
(1) 19 mm = 15.6 weeks

(2) 22mm = 16.7 wks

[redacted]

NB: [redacted] needs FRESH meconium.

Meconium shipped to [redacted]

[redacted] in the lab

6-3-15

(1) 14 mm = 13.8 wks collected immediately (3:40)
BL skin upper arm in Trizol in 25 min
- both upper arms, skin placed in 2.5% anti microbials to wash

(2) 5 mm = 10.4 weeks (3:00)
skin from back + front BL 1.5 hrs

(3) 10 mm = 12.3 weeks (1:30)
skin - arm BL 4:45

Skin protocol
note time of collection (clinic)
isolate skin
wash in anti-microbial solution
BL sample =
macerate → Trizole
shake 20 min
note time
other 2 samples
1 → incubate 24 hr
2 → incubate 48 hr.

6-10-15

(1) 14 mm = 13.8 weeks BROKEN FOOT: CLINIC VERIFIED 16 week
skin from upper + forearm
2:54-3:40 in Trizol + T-Per (BL)

(2) 10 mm = 12.3 wk 3:45
skin from back/shoulder in trizol 5:00
+ T Per 75 min

(3) 15.2 week (18 mm) 3:45
skin from leg + scapula in Trizol 5:00
75 min

6-12-15

(1) 6 mm = 10.6 week 4:15 ish
- back
in trizol 4:30
15 min

(2) 21 mm = 19.2 week 3:10
- skin from Larm (forearm)
in trizol 445
95 min

The Lab

6 to wash

Skin protocol

note time of collection (clinic)
isolate skin
wash in anti-microbial solution
BL sample:
macerate → Trizole
shake 20 min
note time
other 2 samples
1 → incubate 24 hr
2 → incubate 48 hr.
2/c

6-18-15

(1) 6 mm = 10.6 week (11.22)
skin from L & R arm initial 12:10
50 min

6-19-15

(1) 2:05 pm 18 mm = 15.2 weeks BL in TZol 2:30
skin from forearm + TPer
25 min

(2) 1:35 pm 14 mm = 13.8 weeks BL in Tzol 2:45
70 min

6-26-15

(1) ~~4:00 pm~~ 3:50 15 mm = 14 weeks 14 a
BL in TZ @ 4:25 = 35 minutes
skin from arm + foot

(2) 4:05 15 mm = 14 weeks 14b
BL in TZ 4:40 = 35 minutes
hand/calf

7/1/15

10 mm = 12.3 weeks 2.50?
BL in TZ @ 3:15
leg/calf

7/2/15 @ 12:15

15 mm = 19 week
- Forearm & leg initial @ 1.45

7/3/15 @ 2:13

12 mm = 13 week
leg & arm initial @ 3:05

as of 6-19-15
tri-hurate incubated Samples.
↓ ↓ ↓ ↓

7-17-15

① 15 mm = 15.2 week in Trizol @ 3:30
- for leg & forearm

②
- 30 mm = 19.6 weeks
forearm BL in Trizol+ Per 5-05

*NB- clinic now uses digoxin only on 20wk

9-10-15
24 mm = 17.4 wks.
[redacted] - Sm. intestine project Day 1

9-11-15
(1) 20mm = 16 weeks

(2) 12 mm = 13 weeks
divided in to 3 parts:
1) duodenum - no stomach, but definitely a cecum and mesentery stretched over scissors blade
2) G around appendix
stretched over forceps
3) general intestine; No mesocolon present, took from smaller diameter end ~ 4cm
stretched over forceps

10-2-15
(1) 26mm = 18 wks

10-21-15
(1) 9mm = 12wks
9cm long segment - know it's small intestine because it was attached to the stomach. Divided into 4 pieces

(2) 19mm = 15.4 wks
14.5cm long small intestine segment

10-23-15

(1) 12 mm = 13 weeks
(A) - several pieces of small intestine collected. Total ~ 130cm
(B) heart also collected + in tact

- clinic now uses
in only on 20 wks+

10.28.15
14 mm = 13.8 weeks — GI sent to [redacted] in RPMI

11-3-15
8 mm = 11.5 wks — GI sent to [redacted] in RPMI

11-17-15
19 mm = 15.6 weeks — now looking for pancreas

, intestine project

GI, cord, bone marrow → [redacted]

11.18.15
21 mm = 16.3 weeks — GI, marrow, spleen → [redacted] RPMI

pancreas → [redacted]

11-20-15
31 mm → 20 weeks — GI, marrow, spleen → [redacted] complete RPMI

ikely a wider ma
ne scissors blade

pancreas → [redacted] — mid section pancs in 10% F.A + shipped to [redacted]

11-24-15
19 mm → 15.6 weeks — GI, marrow, spleen shipped to [redacted] @ in RPMI

h from smaller

whole pancreas → TriZol for standard

placenta in OCT → Venmat (-80°C)
NON-smoker

11/25/15
(1) [13 week] (as reported by SWWS - no foot form) non-smoker
21 mm → (12.7 wks)
(feet found by [redacted])
placenta in OCT → -80°C
whole pancreas → Trizol for standard

c it was attached

p100

12/9/15

10mm = 12.3 wks
(smoker)

pancreas → [redacted]

GI, spleen, marrow sent to [redacted] in RPMI

placenta → OCT @ -80°C [redacted]

12/11/15

didn't use - congenital problem

(1) 17mm = 15 wks
(non-smoker)

(2) 16mm = 14 weeks, non smoker [redacted] cannot pick up this Sat.

placenta in OCT → -80°C [redacted]

12.16.15

(1) only 11 mm = 12.7 weeks (+) (smoker)

panc → complete DMEM @ 4°C for [redacted]

lung → [redacted] (complete DMEM)

GI → [redacted] (complete RPMI)

placenta → OCT @ -80°C for [redacted]

12-17-15

(1) 9mm = 12 weeks (-) (non-smoker

could not find lung or pancreas

GI → [redacted] in plain RPMI

placenta in OCT @ -80°C

(2) 21mm = 16.3 weeks (-) non-sm

placenta in OCT @ -80 - [redacted]

Lung → [redacted]

GI → [redacted]

stomach/GI @ 4°C for [redacted]

THE UNIVERSITY OF NEW MEXICO ◊ HEALTH SERVICES CENTER
SCHOOL OF MEDICINE

Lung for [redacted] complete ship in DMEM

12-16-15 12.7 week
12-17 16.3

2016

THE UNIVERSITY OF NEW MEXICO ◊ HEALTH SERVICES CENTER
SCHOOL OF MEDICINE

GI Sent to [redacted]

✓10.28.15 GI 13.8 wk
✓11.3.15 GI 11.5
✓11.17.15 15.6 GI bone marrow
✓11.18.15 16.3 GI marrow spleen
✓11.20.15 20 GI, spleen marrow
AM: tissue not viable
✓12-9-15 12.3wk GI + spleen marrow
✓12-16 12.7 GI
✓12-17 12 + 16.3 GI
✓11.24 15.6 GI marrow spleen

2016

[redacted] Placenta for in OCT

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SCHOOL OF MEDICINE

11.24.15 15.6, non-smoker (-)
in 26.15 12.7 wk, non-sm (-)
12-9 12.3 wk, smoker (+)
12-11 14 week, non-smoker
12-16 12.7 wk, smoker
12-17 12(-) + 16.3(-)

2016

Attachment 29

5/5/2015 Letter from *Doctor #3*

to UNM

[redacted]

[redacted]

Albuquerque, New Mexico 87102

May 05, 2015

[redacted]

UNMH

Dear Dr. [redacted]

This letter reconfirms my ongoing assistance and support for your research involving human fetal tissue.

I have reviewed and been kept updated on your research and feel that the use of fetal tissue continues to be appropriate for your studies. Therefore, I will continue to facilitate your collection of samples from my clinic, following the usual inspection of the tissue.

The termination procedures provided by my clinic at less than 20 weeks gestation use aspiration and dilation and evacuation. Abortions for gestations greater than 20 weeks involve feticide via intrafetal injection of Digoxin. Gestational age is determined by dating, ultrasonic examination and fetal foot length following the completion of the procedure. Samples deemed appropriate for your studies will be available immediately following completion of the procedure and examination of the tissue.

Patients undergoing this procedure sign a consent form which stipulates that the tissue may be used for medical research. I understand that you require no identifying information for the tissue. Please let me know if I can be of any further assistance.

Sincerely,

[redacted]

Attachment 30

UNM Documents, UNM00812,

UNM01105

We have worked with Southwest Women's Options since 1995. Our translational research on the developing fetus has directly improved neonatal care and infant outcomes. The following table summarizes some of the projects we have performed over the past 20 years. Collaborations have included investigators from UCSF, University of Alabama-Birmingham, University of Illinois-Chicago, and the University of Alberta. These improvements in infant outcomes would not have occurred without the translational research efforts of the DREAM Lab in collaboration with Dr. [redacted] and the providers at Southwest Women's Options.

Tissue	Study	Results	How this impacts babies
Brain	Effects of erythropoietin and Darbepoetin on human fetal brain cells[3, 4]	Fetal brain cell cultures expanded in dose dependent fashion with both Epo and Darbe (red cell and brain growth factors). Darbe had greater protein equivalent effect; both growth factors caused increased Epo receptor expression and increased anti-apoptotic gene expression, mechanisms important to the neuroprotective effects of Epo and Darbe	Preterm infants are currently being enrolled in NIH-funded Epo studies for neuroprotection. Our randomized trial showed significantly improved cognitive outcomes in former preterm infants treated with Epo and Darbe at 2 years[10] and at 4 years. Use of these agents as part of the clinical care of preterm infants will result in **improved neurodevelopmental outcomes and decreased health care costs**.
Retina	Epo expression in the developing human eye[9]; VEGF gene expression in the developing human eye	Epo protein increases in the fetal eye with increasing gestation, and levels are greater than in the circulation. VEGF (a blood vessel growth factor) also increases with increasing gestation, but decreases in the circulation.	Some meta analyses have suggested that Epo can increase retinopathy of prematurity (ROP, abnormal growth of blood vessels in the developing retina) in preterm infants, but our studies showed that Epo is required for normal development. Treatment of ROP includes giving Avastin, a VEGF blocker, in order to decrease abnormal blood vessel growth, leading to **improved visual outcomes and decreased healthcare costs**
Intestine	Development of intestinal immune function in the human fetus[6-8]	The developing intestine has an immune response to infection that is significantly different than infants and adults.	Preterm infants are at great risk for intestinal inflammation, infection, injury and death via a process termed necrotizing enterocolitis (NEC). Better understanding specific developmental mechanisms of fetal intestinal inflammation has led to testing of TGF-β as prevention against NEC. Prevention of NEC in preterm infants will significantly decrease a common cause of morbidity and mortality, and

			lead to **lower mortality, improved outcomes and decreased health care costs**.
Lung	Endothelial progenitors from human fetal lung have lung repair potential[2]	Progenitor cells can be isolated from developing lung and expanded in culture. When evaluated in a neonatal lung injury model, expanded progenitors decreased lung injury	This progenitor cell research is leading to novel therapies in preterm infants, who develop chronic preterm lung disease (bronchopulmonary dysplasia, or BPD) at a significant rate, leading to long term pulmonary and developmental problems. Improvements in BPD will lead to **improved breathing outcomes and decreased health care costs**.
Heart	PDA risk factors are associated with alterations in ductus gene expression[5]	Treatment for PDAs(blood vessel connecting the aorta and the pulmonary artery) in preterm infants are sometimes unsuccessful, and surgery is required. We identified specific gene differences that increased the risk of persistent PDAs requiring surgery.	Understanding minor differences in heart vessel genes in preterm infants will allow caregivers to identify infants at risk for a patent ductus, and lead to more focused and specific treatment. This will lead to **improved outcomes and decreased health care costs**.

References

1. [redacted] VEGF mRNA and protein concentrations in the developing eye. Pediatr Res 2015; doi: 10.1038/pr.2015.15
2. [redacted] Existence, functional impairment and lung repair potential of endothelial colony forming cells in oxygen-induced arrested alveolar growth. Circulation 2014;129:2144-57.
3. [redacted] Neuroprotective effects of erythropoiesis-stimulating agents in term and preterm neonates. [redacted] Pediatr. 2014;26:139-45
4. [redacted] Why study erythropoietin in preterm infants? [redacted] 2013;102:567-8.
5. [redacted] Patterns of gene expression in the ductus arteriosus are related to environmental and genetic risk factors for persistent ductus patency. Pediatr Res 2010;68:292-7.
6. [redacted] TGF-β2 suppresses macrophage cytokine production and mucosal inflammatory responses in the developing intestine. Gastroenterol 2011;140:242-53.
7. [redacted] Epithelial Cells in Fetal Intestine Produce Chemerin to Recruit Macrophages. Am J Physiol Gastrointest Liver Physiol 2009; 297:G1-10.
8. [redacted] Developmental changes in circulating IL-8/CXCL8 isoforms in neonates. Cytokine 2009; 46:12-16.

9. [redacted] Researcher 1 Elevated Erythropoietin mRNA and protein concentrations in the developing human eye. Pediatr Res 2008; 63:394-7. NIHMSID 447144

10. Researcher 1 [redacted] Cognitive outcomes of preterm infants randomized to darbepoetin, erythropoietin or placebo. Pediatrics 2014;133:1023-30.

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References

1. [redacted] VEGF mRNA and protein concentrations in the developing eye. Pediatr Res 2015; doi: 10.1038/pr.2015.15
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Attachment 31

UNM Document, 00562

THE UNIVERSITY OF NEW MEXICO • HEALTH SCIENCES CENTER
DEPARTMENT OF PEDIATRICS

UNM CHILDREN'S HOSPITAL

March 8, 2013

Southwest Women's Options
[redacted]

[redacted]

We are embarking on a clinical study to determine the Rh status of fetuses of Rh negative women, in the hopes that we can develop a test such that these women would not need to be administered Rhogam if their fetus were also Rh negative.

In speaking with [redacted] yesterday, [redacted] understood that when your clinic is finished with the blood drawn from your patients, it is eventually discarded. If a 1-2 mL aliquot of this blood that was to be discarded were placed in an unlabeled tube, it might be used in our study.

In thinking further about this in our lab, we realized how valuable it would be to be able to match the individual patient's blood to the fetal tissue obtained. Note that there still would be no identification of patients involved, but we would need your help in matching the blood to the fetal tissue. Specifically, we would like to obtain 1-2 mL of the remaining blood sample obtained on the individual undergoing the procedure, as soon as possible after you have completed the blood type analysis. Our goal is to isolate the free fetal RNA and DNA present in the plasma, and perform molecular analyses to determine fetal Rh status. We would confirm the fetal Rh status by performing the same analysis on fetal marrow.

We would like to use all blood samples (both Rh positive and Rh negative) that you would be discarding otherwise, and a small aliquot of the remaining blood along with the fetal tissue collected that day, all de-identified.

Sincerely,

[redacted]
PI, DREAM Lab
University of New Mexico

Mailing Address:
MSC 10 5590
1 University of New Mexico
Albuquerque, NM 87131-0001

[redacted]

Location:
[redacted]
Albuquerque, NM 87131-0001

Attachment 32

7/22/2015 *Doctor #8* letter to

New Mexico Legislators

UNM HEALTH SCIENCES CENTER

Office of [redacted]

July 22, 2015

Dear New Mexico Legislators:

Thank you for your letter dated July 21, 2015, regarding the practices and funding at the University of New Mexico Center for Reproductive Health, as well as associated research issues.

The UNM Health Sciences Center is committed to transparency with the community and strives to provide high-quality, compassionate care to all patients, while educating the next generation of well-trained clinicians for our state.

At the UNM Health Sciences Center, we are committed to complying with all applicable laws, rules and regulations relative to patient care and research involving human subjects and have developed a comprehensive Code of Ethical Conduct and compliance programs. We are also committed to our mission of advancing research that has the potential to save and improve the lives of New Mexicans, as well as people across the country and world.

I appreciate your interest in our mission and in the well-being of New Mexicans, and address each of your questions below.

1. On the UNM OB-GYN Department website, there is a reference made to "high level research and clinical skills in contraception and abortion." What type of abortion-related research is being conducted at UNM and what is the funding source for this research?

We have reviewed our Office of Research database for current studies being conducted that involve either contraception or pregnancy termination. We found no studies involving pregnancy termination. Oversight for research is provided in the form of Institutional Review Boards, which ensure that all federal regulations and laws are followed regarding research studies. Please be aware that the federal regulations are premised upon and follow what is known as the *Belmont Report*, which set forth strong ethical guidelines for all research involving human subjects around respect for persons, beneficence and justice. We maintain a higher ethical and compliance standard for our research than is required by the federal government through our accreditation with the American Association of Human Research Participation.

2. Is the UNM Center for Reproductive Health participating in the sale or trafficking of aborted body parts or performing partial-birth abortion procedures as suggested in the Planned Parenthood investigation? Does the UNM Center for Reproductive Health Center participate in any legal programs that provide fetal body parts to any organization?

No. The Center for Reproductive Health does not participate in any research or commercial venture related to embryonic or fetal tissue. The Center for Reproductive Health does not participate in any programs under which tissue is provided to any internal or external source, other than directly to patients when requested by those patients.

The University of New Mexico Health Sciences Center • MSC09 5300 • 1 University of New Mexico • Albuquerque, New Mexico 87131-0001
2500 Marble NE, Suite 302 • Albuquerque, NM 87131 • Phone 505.272.5849 • Fax 505.272.3601 • chancellor@hsc.unm.edu

3. What relationship does UNM have with Planned Parenthood in New Mexico? What is the nature of the relationship between UNM and late-term abortion doctor Dr. Curtis Boyd?

The UNM Health Sciences Center has contracts in place in the form of Professional Service Agreements under which School of Medicine faculty provide medical services at Planned Parenthood. Additionally, medical students, residents and fellows have the option of performing rotations at Planned Parenthood under the supervision of our faculty. All learners, including students, residents and fellows, may opt out of pregnancy termination-related services. This is consistent with current Accreditation Council for Graduate and Medical Education (ACGME) program requirements, IV. A. 2. D, which state: "No program or resident with a religious or moral objection shall be required to provide training in or perform induced abortions. Otherwise, access to experience with induced abortion must be a part of residency education." The ACGME guidance on this issue states: "Access to experience with induced abortion must be a part of residency education. Programs with restrictions on the provision of family planning services or abortions must make arrangements for such resident training to occur at another institution."

Regarding Southwest Women's Options, Family Planning fellows have a four-week rotation at that site. This rotation is provided without remuneration by either party. Fellows may opt out of this rotation.

4. What are the specific funding sources for UNM's Reproductive Health Clinic? Specifically, the abortion procedures it performs.

The Center for Reproductive Health is a self-sustaining clinic largely funded by private insurance and Medicaid (about 15 percent of its patients are private payers). The faculty members who practice at the Center for Reproductive Health are not funded by any state funds outside of Medicaid.

5. Is UNM providing emergency services for Dr. Boyd when abortion related complications arise from his late term abortion practice in Albuquerque? If so, how many emergency transports from Southwestern Women's Options has UNM provided for patients with abortion-related complications?

The UNM Health Sciences Center, including UNM Hospital, does not have any contract or arrangement with Southwest Women Options to provide any medical services to them or their patients, other than the Family Planning Fellowship rotation. UNM Hospital provides medical screening exams and emergency services for any person who presents at the Emergency Department with an emergent medical condition, regardless of the nature of their medical need, their medical history or former providers. This is consistent with the Emergency Medical Treatment and Labor Act, a federal law that requires us to provide emergency screening, treatment and stabilization. It is also consistent with the governing principles of medical ethics. Neither UNM Hospital nor UNM provide any transport services to patients experiencing emergency events or other medical complications outside of our facilities. Patients who come to our Emergency Department from an outside facility are either transported via ambulance (i.e., fire departments, Albuquerque Ambulance or other licensed ambulance providers) or via private means (e.g., private vehicle or on foot).

6. The Southwestern Women's Options consent form explicitly states that aborted body parts are being harvested in Albuquerque and used for research. Does UNM receive these body parts and, if so, what is the UNM Center for Reproductive Health doing to ensure that existing federal laws are not violated?

We have one research study aimed at improving life expectancy and outcomes in extremely premature infants being conducted by a neonatologist in the Department of Pediatrics whose protocol uses fetal tissue from the Southwest Women's Options clinic. Ours is one of 19 institutions working on research protocols to extend and improve the quality of life of extremely premature babies.

As you note above in your question, the women receiving pregnancy terminations from this clinic explicitly consent to the use of the fetal tissue in research. The fetal tissue is not paid for and is transported by UNM lab assistants under strict research protocols. Our neonatologist has no contact with any of the physicians performing the pregnancy terminations, or with any of the patients.

The Center for Reproductive Health has no involvement in this research and would not be the appropriate oversight body for any research conducted at the UNM Health Sciences Center. This research protocol has received approval from the Health Sciences Center's Institutional Review Board, the entity tasked by federal law with ensuring that researchers adhere to applicable standards, regulations and laws. In addition, I serve as the institutional official for the Health Sciences Center's human research protections program and therefore oversee the institution's compliance with applicable laws, rules and regulations as they relate to our research involving human subjects.

The specific research being conducted by our neonatology division involves both fetal tissue and clinical studies on premature infants. This research includes:

- A study on the effects of erythropoietin (a hormone that controls red blood cell production and growth) and darbepoetin (a chemical synthetic form of the hormone), which aid in brain cell growth. This study found that darbepoetin aided more in brain growth and development due to its protein effect, and that both chemicals protected the brain. These studies led to an NIH-funded clinical study on preterm infants using both chemicals. This clinical study found that preterm infants treated with both chemicals, as opposed to just one, showed significantly improved cognitive function at two years and four years of age and needed less developmental intervention.
- A study on erythropoietin and vascular endothelial growth factor, which helps to grow blood vessels. The original theory was that erythropoietin led to increased retinopathy (damage to the blood vessels in the eyes), leading to vision loss. This study found that erythropoietin actually does not increase retinopathy in premature infants, but VEGF may. It found that a more effective treatment for retinopathy involved blocking VEGF, leading to improved sight in children born prematurely.
- A study finding that increased inflammatory response puts preterm babies at greater risk for intestinal inflammation, infection and death due to a condition that causes part of their

intestines to die. This study led to a better understanding of developmental mechanisms and the testing of a new drug that prevents necrotizing enterocolitis and will lead to significant decreases in preterm infant morbidity and mortality.

- A study that led to the discovery that originating lung cells can play a role in lung repair, leading to new therapies in preterm infants to treat chronic preterm lung disease.
- A study focused on understanding minor difference in heart vessel genes that can allow health care providers to identify infants at risk for heart defects requiring surgery, leading to earlier, more focused treatment and improved outcomes.

I hope this information satisfactorily answers your questions. Please feel free to contact me if you have further questions or need more information.

Sincerely,

Doctor #8

UNM Health System
UNM School of Medicine

Attachment 33

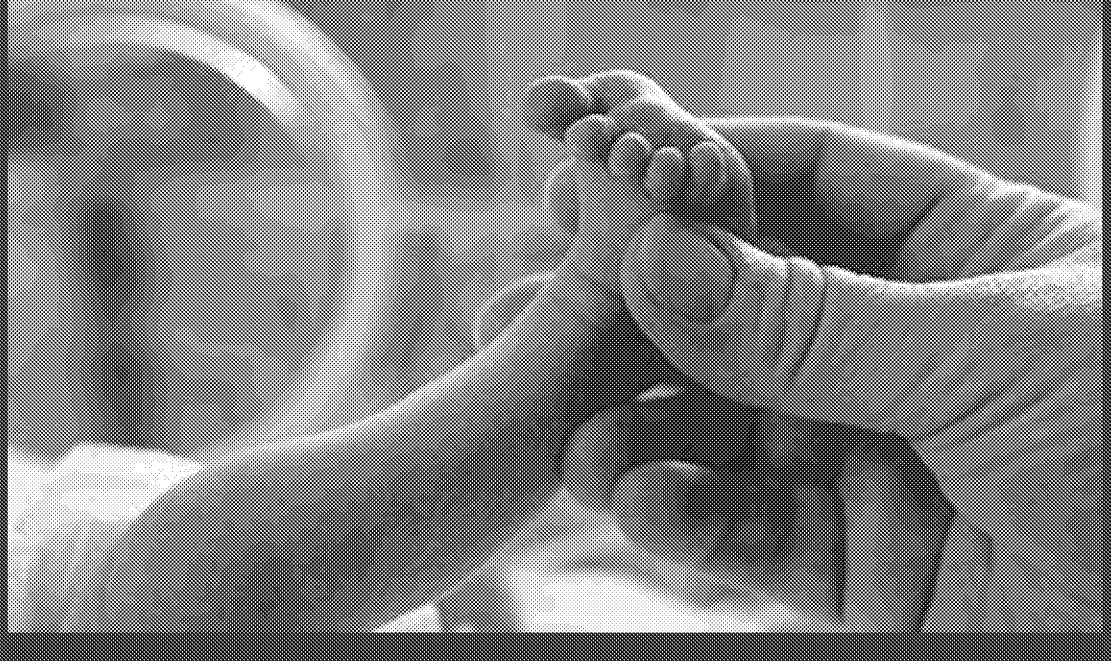
UNM Documents, UNM00768,

UNM00815, UNM01059

DREAM* Lab Update on Fetal and Neonatal Studies

(*Developmental Research, Education and Mentoring)

[redacted]

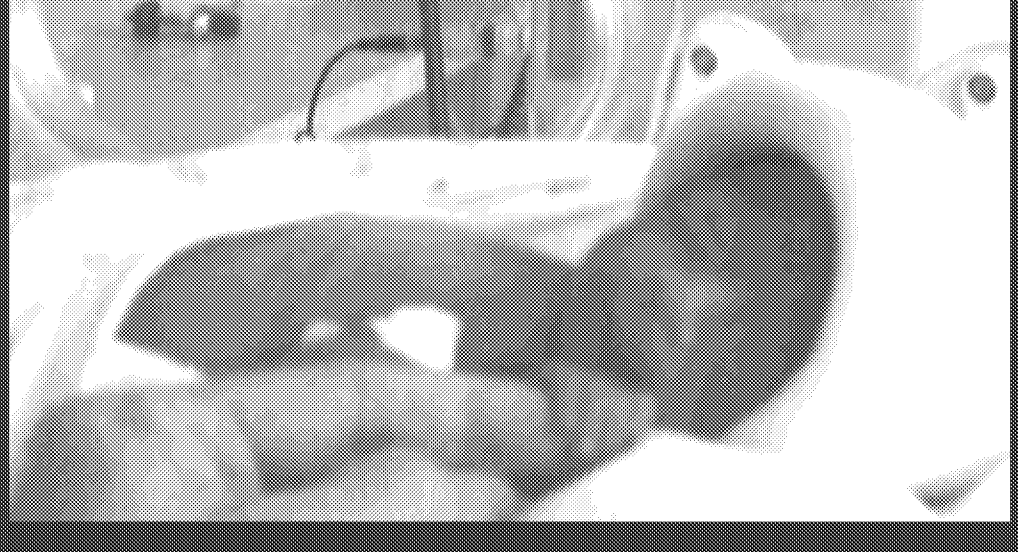


Common problems in preterm infants

Infants born prematurely suffer from numerous problems affecting every organ system

Premature adaptation from the *in utero* environment to the extra uterine environment creates significant developmental stressors which are managed differently by each system:

- Lung
- Brain
- Skin
- Gut
- Eye



Research Projects Performed with the Doctor #3 [redacted] Clinic 1995-2005

1. Erythropoietin (Epo) gene expression in fetal kidney/liver
2. Hypoxic induction of HIF and Epo gene expression
3. Epo receptor expression in the fetal circulation
4. Response of fetal liver and marrow to erythropoietin (Epo) and darbepoetin (Darbe)
5. Matrix metalloproteinase concentrations in developing eye
6. Regulation of Epo gene expression through methylation
7. Endothelial and mesenchymal progenitors in fetal liver/marrow

Research Projects Performed with the Doctor #3 Clinic 2006-2011

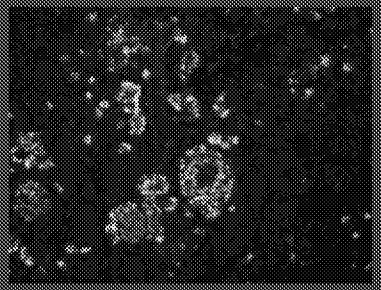
1. Gene expression in the developing ductus arteriosus
2. Epo and VEGF expression in the developing eye
3. Inflammatory cells in the developing intestine
4. KLF-4 gene expression in developing skin
5. Endoglin and Flt expression in developing fetus
6. Endogenous gene expression in developing organs
7. Effects of ESAs on cardiomyocyte development
8. Methylation patterns in developing brain

Current Research Projects Performed with the [redacted] Clinic 2012-2013

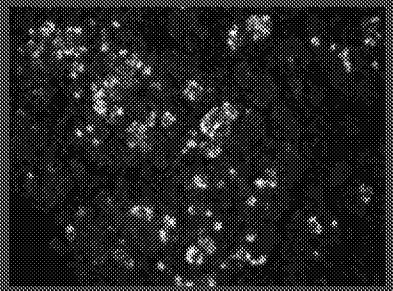
- Progenitor cells to treat BPD
- Development of pancreatic cell assay
- Effects of Epo and Darbe on neuronal cell growth and neuroprotection

Pancreatic Cell Assays

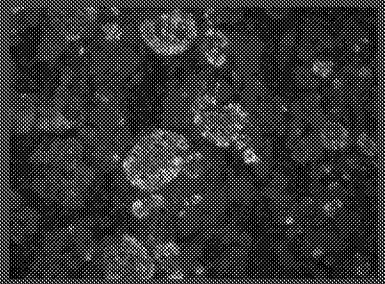
Fetal pancreas stained for insulin (red) and glucagon (green):



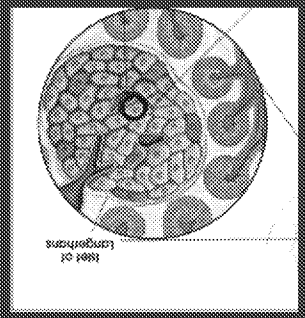
13.4 weeks

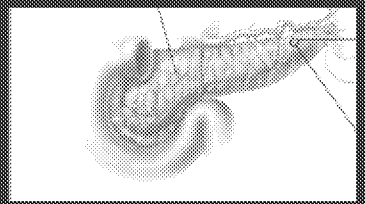


14 weeks

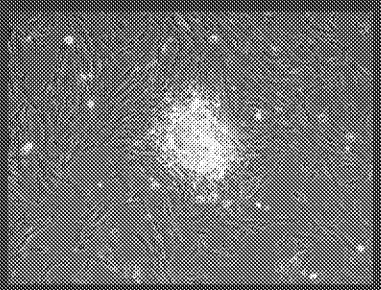


15.6 weeks

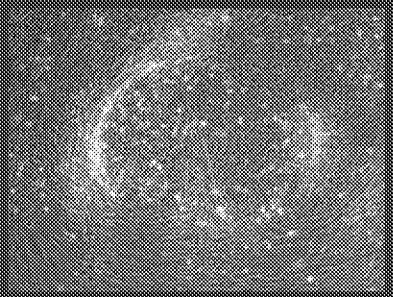




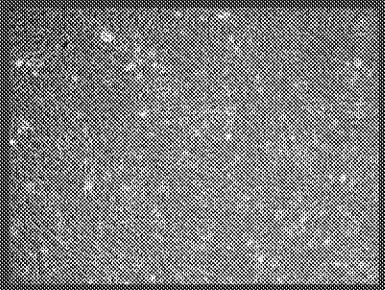
Fetal pancreas isolated, cultured and expanded:



1 week



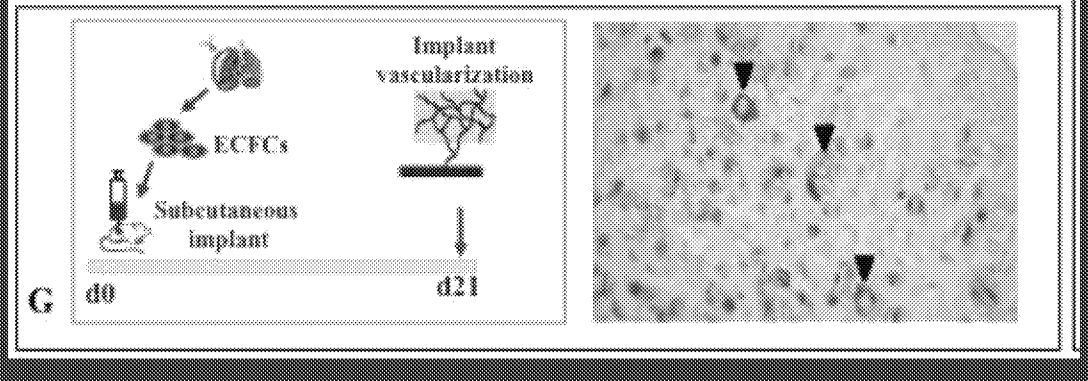
3 weeks

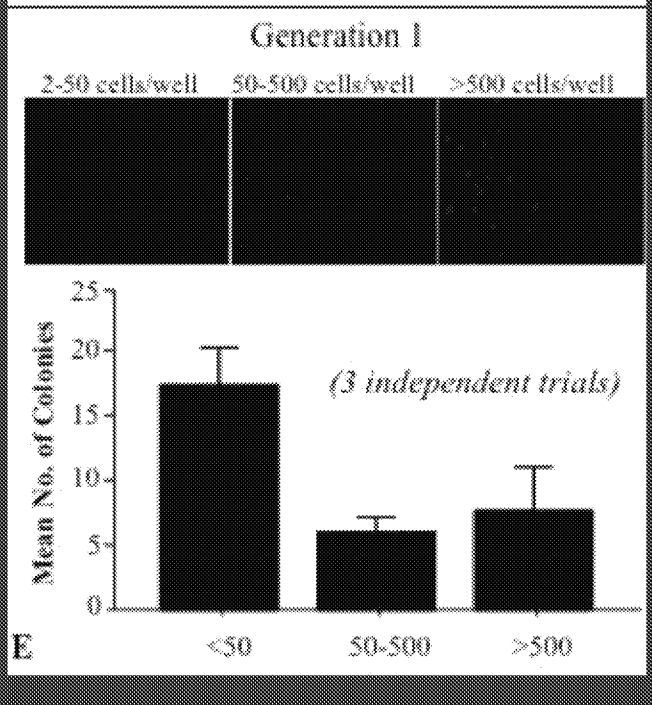


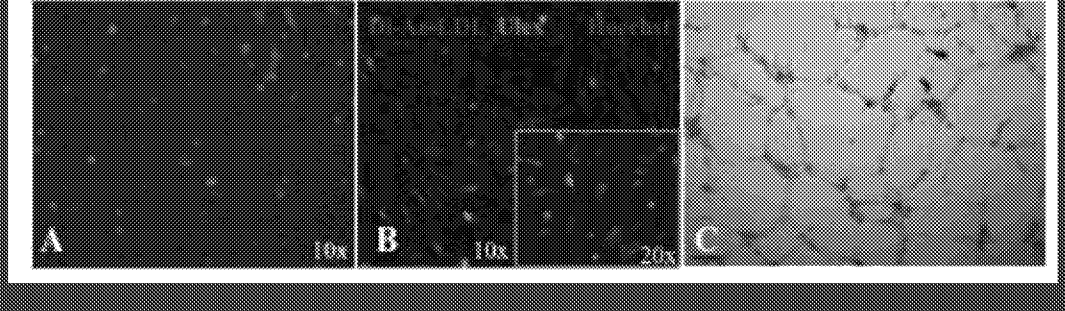
5 weeks

Progenitor cells and BPD

Progenitor cells (endothelial colony forming cells) are present in developing lung, can be isolated and expanded:







Fetal Brain Growth and Erythropoiesis Stimulating Agents (ESAs)

Erythropoietin (Epo): important growth factor for red cells

Hematologic properties of Epo known since 1980s

Darbe (long acting Epo) used for cancer/kidney disease

Neuroprotective properties recently being studied:

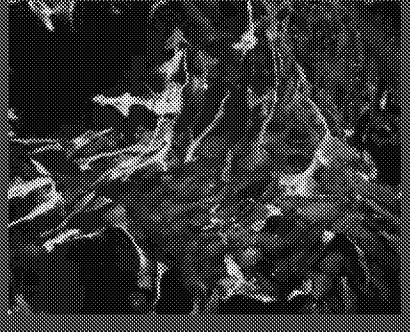
- Protection from brain injury/bleeding in preterm infants
- Brain recovery in term babies with HIE

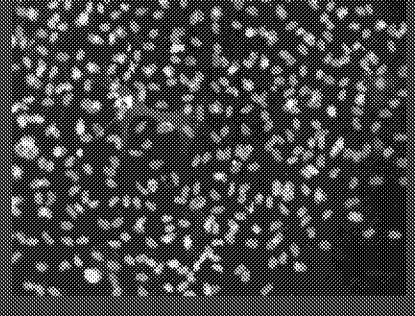
Neuroprotective Effects of Epo

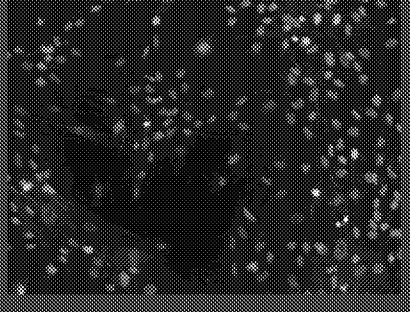
- Increases nerve cell growth
- Decreases neuronal susceptibility to injury
- Decreases neuronal cell death (apoptosis)
- Epo receptors present in developing human brain
- Clinical trials of Erythropoiesis Stimulating Agents (ESAs) for neuroprotection in preterm infants

Mixed Neuronal Cells Grown with Epo

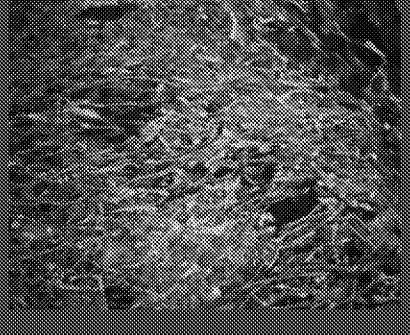
No Epo

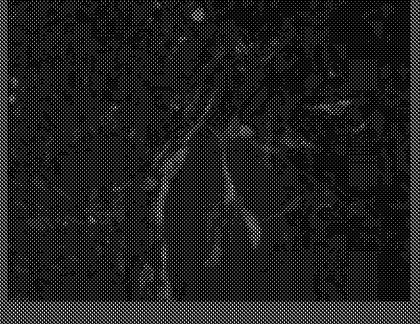






Epo
100 units/mL





Astrocytes
(GFAP)

Neurons
(MAP2)

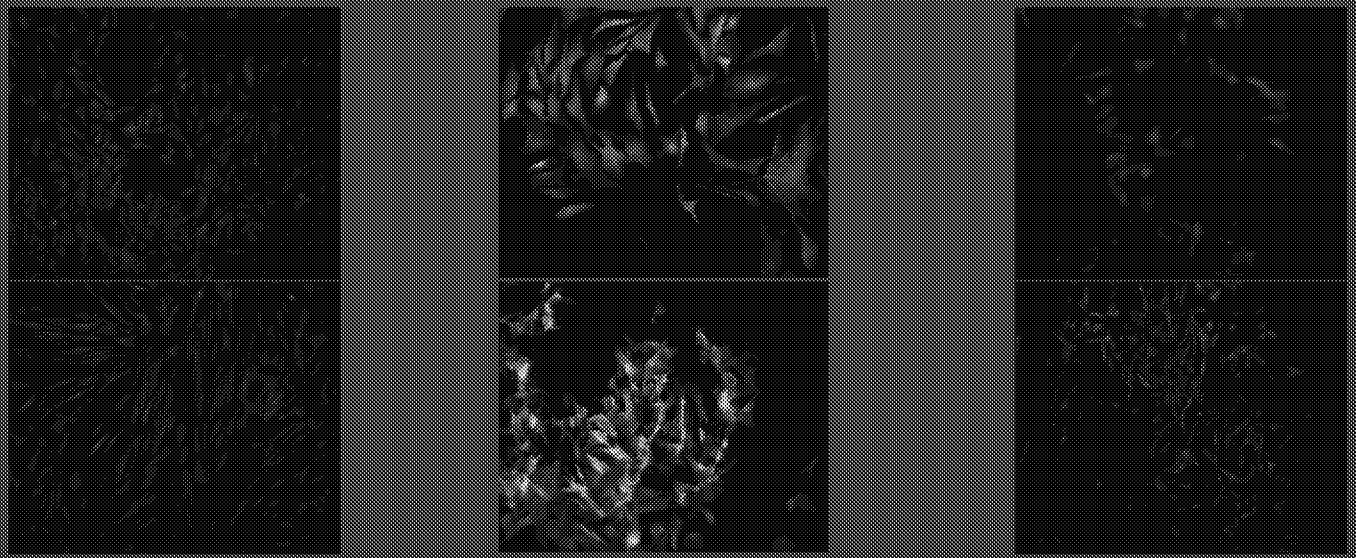
Neuronal Prgenitors
(Nestin)

Mixed Neuronal Cells Grown with ESAs

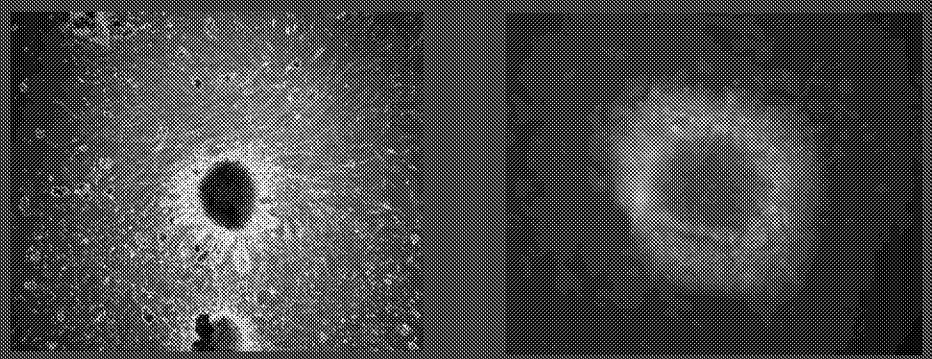
Astrocytes Oligodendrocytes Neuronal progenitors

Epo

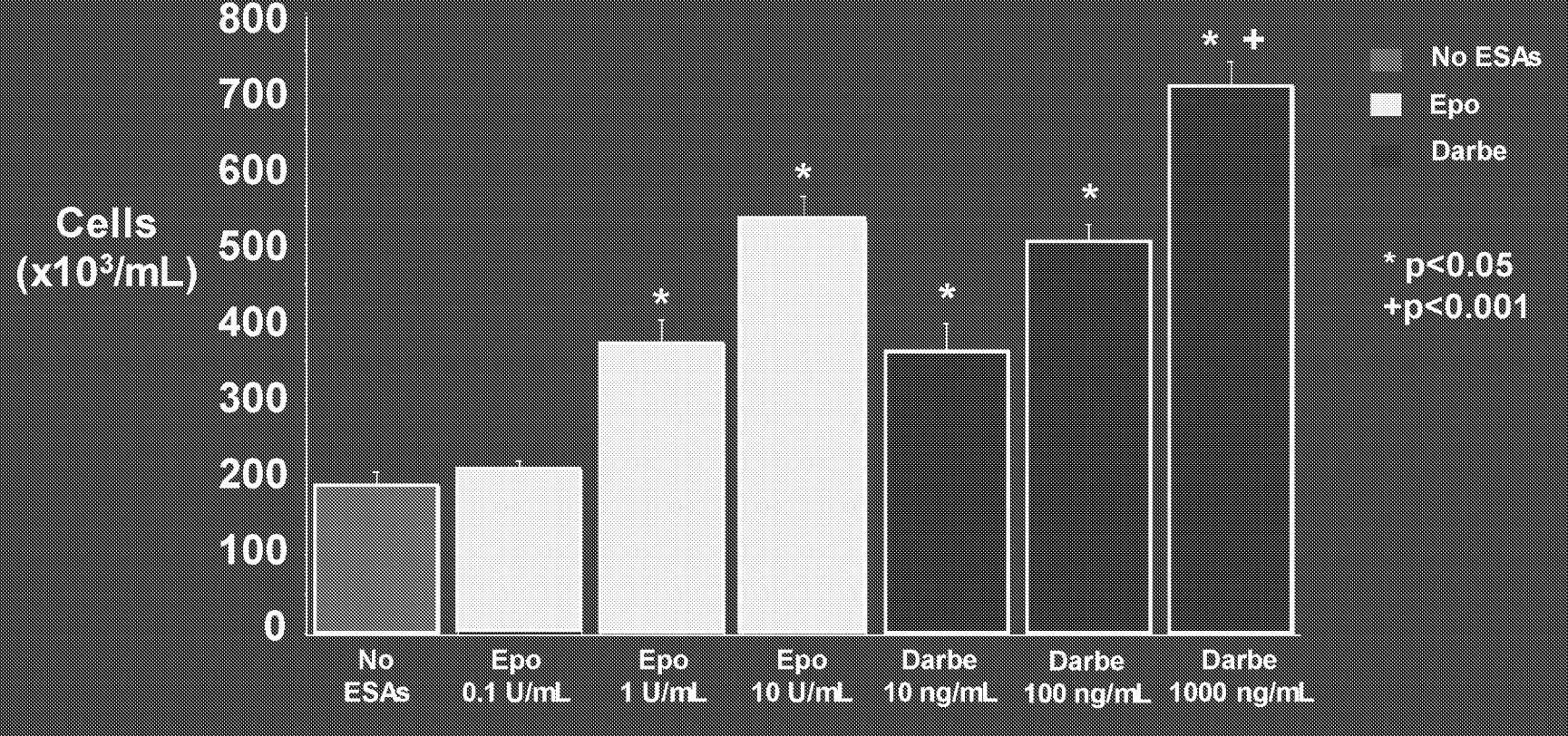
Darbe



Mature neurons surrounding Neurosphere:



Cell Counts Increased with Increasing Concentrations of ESAs

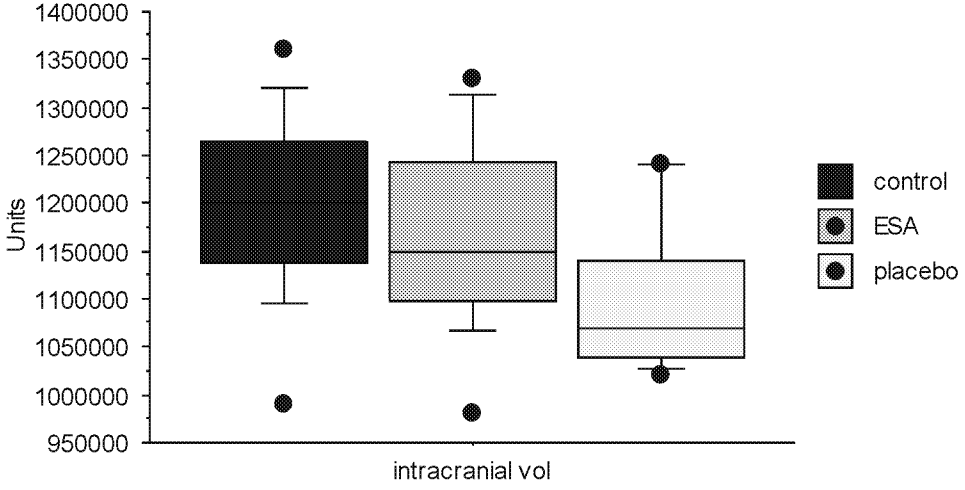


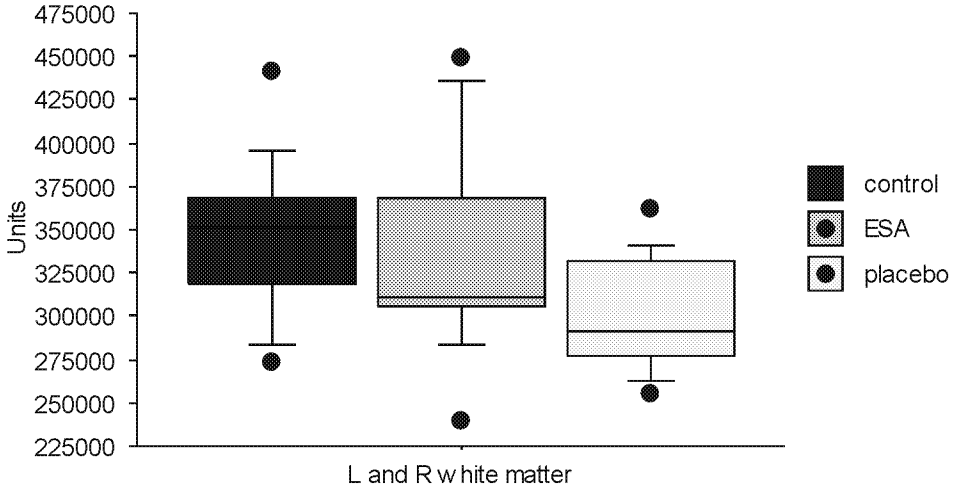
Neurodevelopmental Testing

	Darbe (n=27)	Epo (n=29)	Placebo (n=24)	P =
Composite Cognitive	97±8	98±14	89±14	0.02
Composite Language	92±13	89±17	84±14	0.05
Cerebral Palsy	0/27	0/29	5/24	0.002
Object Permanence	2.8±0.4*	2.4±0.8	2.1±1.0	0.01

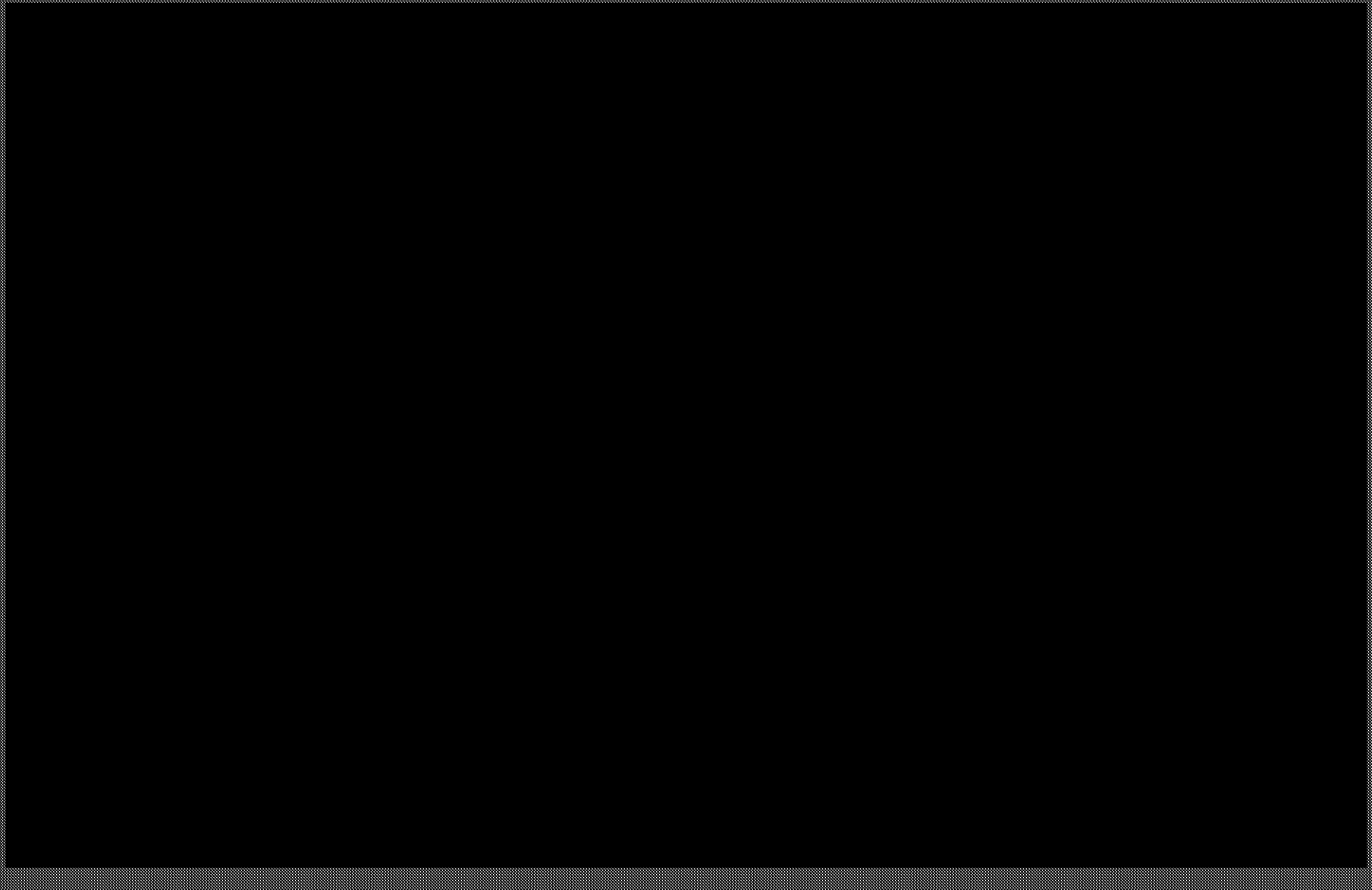
*p<0.05, Darbe versus Epo

Total brain volume and white matter volume

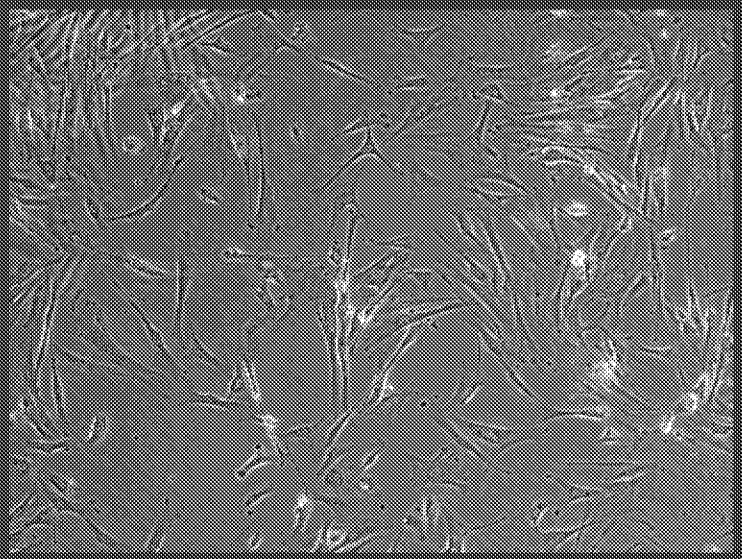




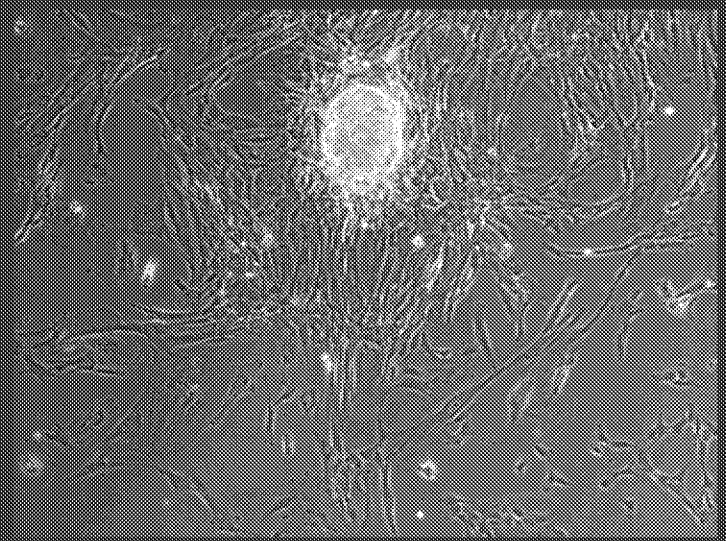
[redacted] Clinic, from the early crew....



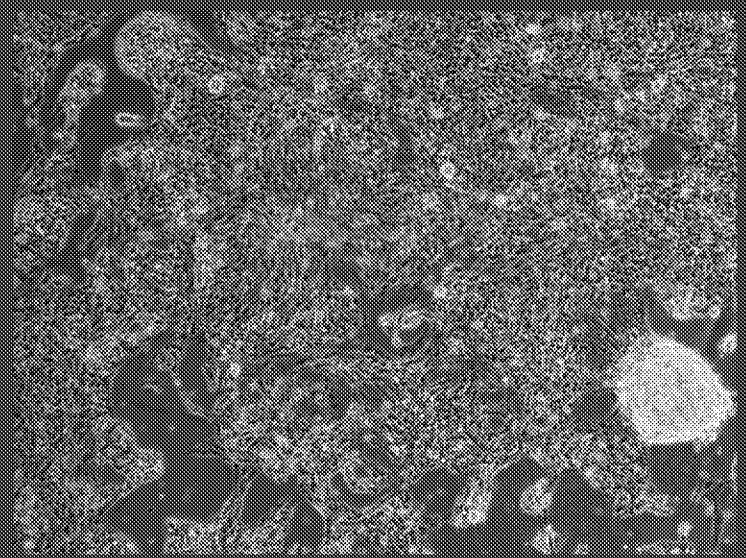
To the current team,
thanks for all of your help and support!



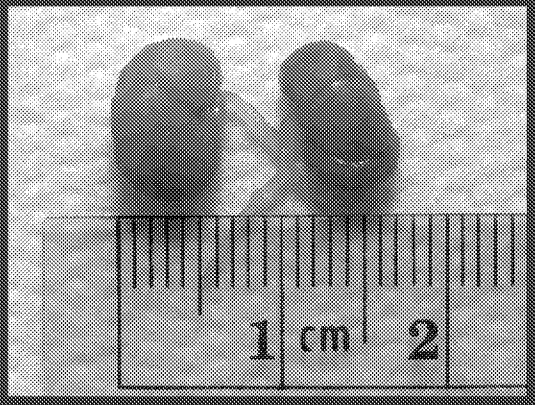
Heart

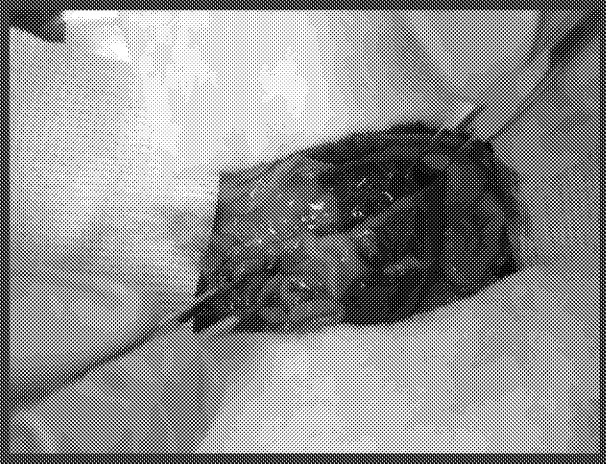


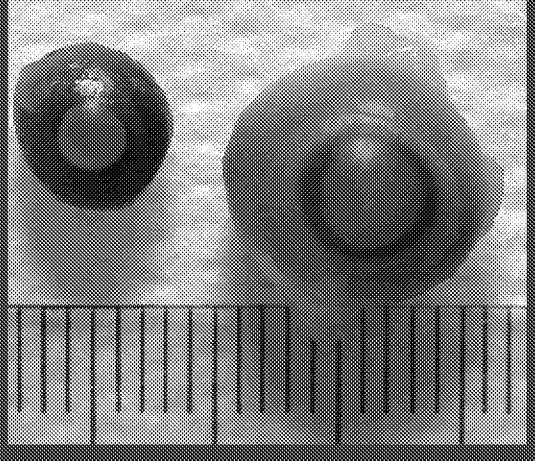
Brain

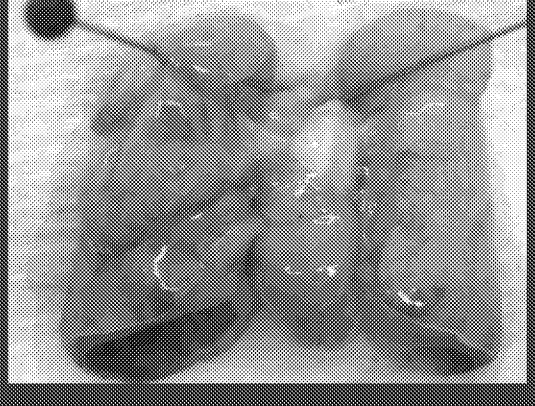


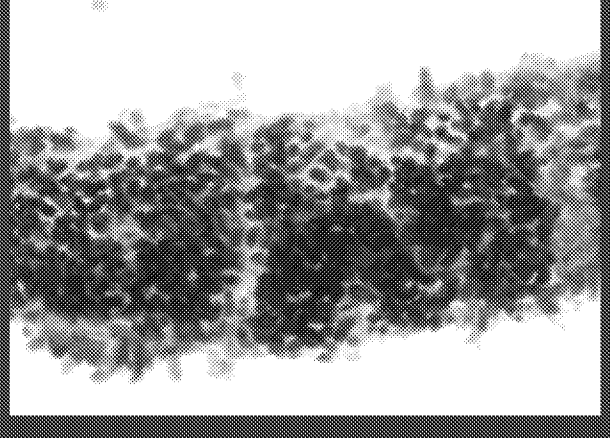
Retina


1 cm 2









DREAM (Developmental Research, Education and Mentoring) Lab Research

1. ***Erythropoietin gene expression in developing liver and kidney (1995-2002):*** Preterm infants do not produce erythropoietin and as a result require multiple transfusions. To investigate the mechanism of erythropoietin production in normal developing human, we evaluated erythropoietin gene expression in fetal liver and kidney, two organs that are known to produce erythropoietin during fetal and post-natal life. **Funded** by a grant from UNMHSC G-CRC, NIH M01 RR 00997. HRRC #96-260)

2. ***The effect of Darbepoetin on the growth of fetal and neonatal erythroid progenitors (2002-2006):*** Prior to clinical studies in preterm infants, we evaluated the effects of Darbepoetin (a long acting red cell growth factor) versus erythropoietin on the growth of red cell progenitors obtained from human fetal liver, marrow, and blood. **Funded** by a grant from UNMHSC G-CRC, NIH M01 RR 00997, HRRC #02-388.

3. ***Methylation patterns in promoter and enhancer regions of the erythropoietin gene during fetal development (2004-08):*** Erythropoietin gene expression occurs primarily in the fetal liver during human development, and significant production by the kidney does not occur until after birth. Infants born prematurely have decreased production of erythropoietin and develop the anemia requiring transfusions. We evaluated the regulatory regions of the erythropoietin gene during human fetal development in order to identify methylation patterns in the promoter and enhancer regions of the erythropoietin gene in the fetal liver and kidney, and determine if methylation plays a role in the mechanism of enhanced erythropoietin production in fetal liver and suppressed production in fetal kidney. **Collaborator**: [redacted] **Funded** by a grant from UNM HSC RAC.

4. ***Gene expression in the developing human eye (2004-14):*** ROP is an important cause of blindness in infants born less than 28 weeks of gestation and weighing less than 1250 grams. A number of proteins responsible for blood vessel formation are required during development. Abnormal retinal blood vessel formation studies in diabetic retinopathy and mouse ROP models show increased levels of proteins such as MMP-2 and 9, VEGF,and Epo in the vitreous. We hypothesized that gene expression and protein concentrations were present in the developing human eye, and increase with gestational age. **Collaborator**: [redacted] University of South Florida. **Funded** by a grant from the Pediatric Research Committee at UNMHSC.

5. ***Cytomegalovirus-induced inflammatory response in fetal astrocytes is inversely related to glial differentiation (2006-09):*** This research was performed in collaboration with [redacted] University of South Florida). Congenital cytomegalovirus (CMV) infection is the most common cause of non-hereditary sensorineural hearing loss in children. Congenital CMV infection affects about 1% of all live births in the US, where 10% are symptomatic at birth and another 10 to 15% develop hearing loss or other developmental problems during infancy. For unknown reasons, central nervous system CMV infections are more likely to be symptomatic when the fetus is infected during the first trimester of pregnancy. Because CMV-induced lesions are characterized by inflammation, we hypothesized that CMV-induced inflammatory changes depend on the stage of fetal development, and measured inflammatory responses of human fetal glial cells. **Collaborator**: [redacted] University of South Florida.

6. ***Immunoregulatory mechanisms in the developing intestine and their relationship to necrotizing enterocolitis in preterm neonates (2007-present):*** This research is being performed in collaboration with [redacted] at the University of South Florida. Necrotizing enterocolitis (NEC) is a life-threatening gastrointestinal disease that affects 5–15% of extremely premature neonates. Existing evidence indicates that NEC develops as a severe inflammatory response to mucosal injury and bacterial invasion in the immature intestine. However, this inflammatory reaction

of the developing intestine during NEC contrasts with the inflammatory suppression to bacteria that is characteristic of the adult intestine. We hypothesize that NEC occurs in the premature neonate because normal mechanisms of tolerance to bacteria are developmentally regulated and therefore, deficient in the preterm intestine. **Collaborator**: [redacted] MD. **Funded** by NIH R01 HD59142: Role of TGF-β in NEC, [redacted]

7. ***Epsilon globin gene expression in the developing human fetus (2007-10):*** This research was performed with [redacted] neonatology fellow. We measured epsilon globin gene expression in human fetal liver, marrow, peripheral blood and placenta, as a means of determining if it can be used as a positive control in indentifying fetal nucleic acid in maternal plasma. Epsilon globin gene expression can be used to determine the presence of fetal nucleic acid in maternal plasma samples from RhD negative women, in order to identify the RhD status of the fetus, and ultimately to use this method for identification of fetal gene anomalies. **Funded** by a grant from the Pediatric Research Committee and a grant from the Signature Program in Child Health Research.

8. ***Quantification of endogenous controls during human fetal development (2008-12):*** Most studies evaluating quantitative gene expression use endogenous controls, or house keeping genes as a measure of starting RNA, however developmental expression of these genes has not been determined. We measured expression of commonly used endogenous controls in fetal tissues, in order to determine the optimal genes to use for each tissue at each gestational age.

9. ***Genetic polymorphisms in PDA development (2008-2010):*** We collaborated with [redacted] at the University of California San Francisco and [redacted] at the University of Iowa, who performed GWAS (Genome Wide Association Studies) to identify unique genetic markers associated with ductal development in the human fetus, and determining expression of genes known to be involved in persistence of the ductus arteriosus. **Collaborators**: [redacted]

10. ***Gene expression in developing human fetal skin (2009-present)***: The still-developing skin of extremely low birth weight (ELBW) infants functions ineffectively in maintaining hydration and preventing infection. Prior to evaluating changes in developmental gene expression in ELBW infant skin following preterm birth, we wish to determine the normal expression of genes during development, and are measuring gene expression of a number of important regulatory proteins. **Collaborators**: [redacted]

11. ***Effects of erythropoietin and darbepoetin on neuronal progenitors in developing human brain (2009-present):*** This research was performed with [redacted] and [redacted] Animal and human clinical studies suggest that erythropoietin plays a potentially important role in blood vessel and brain cell formation in the central nervous system. Erythropoietin binds to receptors in the brain, activating mechanisms that include cell maturation, division, and importantly, inhibition of cell death.[1] Few studies have evaluated the effects of erythropoietin on developing human neuronal tissue, and no studies have evaluated the effect of darbepoetin, a long acting erythropoietin currently being evaluated clinically in preterm infants, on brain cell growth. We are evaluating the effects of erythropoietin and darbepoetin on growth and differentiation of developing human neuronal cells. **Funded** by a Signature Program in Child Health Apprentice Grant.

12. ***Fetal lung stem cell isolation (2010-present):*** We are collaborating with [redacted] at the University of Toronto, isolating stem cells from developing human fetal lung. Animal studies suggest the lung can provide a variety of stem cells that can be used for tissue growth and repair. It is not clear whether these stem cells are present, and if so, in what quantities, in the developing human lung. **Collaborators**: [redacted] University of Toronto; [redacted] University of Indiana. **Funded** by the Canadian Institute of Health Research [redacted]

13. ***Effects of erythropoietin on cardiomyocyte growth and differentiation during fetal development (2010-present):*** Numerous animal and adult studies have reported a protective, anti-apoptotic and anti-inflammatory effect of erythropoietin on cardiac myocytes, as well as mitogenic and angiogenic effects. The effects of erythropoietin on developing human myocytes is no yet defined. We hypothesize that erythropoietin will increase cellular proliferation and differentiation of human fetal myocytes between 10 and 24 weeks gestation. **Collaborator**: [redacted]

14. ***Methylation Patterns in Regions of Executive Function in the Developing Human Brain (2011-2013)***: Methylation is a process that can change the way genes are activated or suppressed, thereby effecting cell growth and maturation. We evaluated 1) differences in patterns of methylation between specific brain regions, 2) the relationship between brain methylation and methylation in peripheral tissue such as the cheek, and 3) changes in methylation during human fetal development in prenatal and postmortem whole brain specimens. **Collaborators** [redacted] **Funded** by a grant from the Signature Program in Child Health Research at UNM HSC.

15. ***Effects of HIP2B on Gene Expression in Human Fetal Pancreatic Cells (2012-present):*** Human proIslet Peptide 2B (HIP2B, developed by CureDM) is a novel active binding fragment of a protein that increases production of proteins responsible for pancreatic development and islet differentiation. HIP2B has been studied in animal models, adult pancreatic tissue, and in immortalized pancreatic cell line, but has not been evaluated in the developing human fetal pancreas. Fetal pancreatic cell cultures contain significant populations of undifferentiated cells, allowing for further investigation of the effects of HIP2B on human pancreatic cell growth and differentiation, with potential for increasing cells that make insulin. **Collaborators:** [redacted] University of South Florida. **Funded** by a grant from CureDM.

The following UNM collaborators worked with the DREAM lab in obtaining research samples:

1. Peds Surgery and Internal Medicine (intestinal permeability during development; [redacted]

2. Pharmacology (human fetal cardiac cell isolation; [redacted] present);

3. Pediatrics/Neonatology (expression of adrenomedullin in fetal lung; [redacted]

DREAM* Lab, University of New Mexico School of Medicine

*Developmental Research, Education, and Mentoring

[redacted]

Adaptation to Preterm Birth

At birth, premature adaptation to the extra-uterine environment creates significant developmental stressors in most organ systems. In order to understand how the transition from the in utero environment to the ex-utero preterm environment are managed by each organ system, we study gene expression in a variety of fetal tissues, including brain, heart, liver, kidney, pancreas, lung, eye and skin.

Erythropoiesis Stimulating Agents (ESAs)

Erythropoiesis stimulating agents (ESAs) such as Erythropoietin (Epo), are used to stimulate erythropoiesis (production of red blood cells). In preterm infants, ESAs have shown success in decreasing the number and volume of transfusions.

Darbepoetin alfa (Darbe) is a biologically modified long-acting ESA with an increased half life. We designed a study to assess whether, like Epo, Darbe would be effective in decreasing transfusions in preterm infants at high altitude centers in Utah, Colorado and New Mexico. We found a significant decrease in transfusions and donor exposures in the ESA treated infants, compared to placebo.

Recent studies demonstrate that ESAs may have beneficial non-hematopoietic effects, such as neuroprotection. The BRITE Team evaluated cognitive outcomes in preterm infants randomized to Darbe, Epo or placebo and found significantly higher scores in ESA recipients.

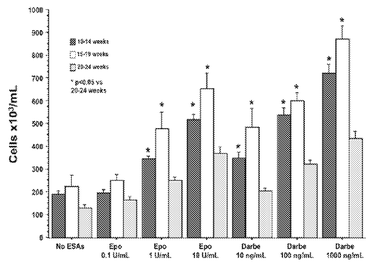
Neurodevelopmental Testing at 2 years

	Darbe (n=27)	Epo (n=29)	Placebo (n=24)	P =
Composite Cognitive	97±8	98±14	89±13	0.01
Composite Language	92±13	90±17	84±14	0.06
Object Permanence	2.8±0.4	2.4±0.8	2.2±1.0	0.05
Cerebral Palsy	0/27	0/29	5/24	0.002
Visually Impaired	2/27	0/29	3/24	0.09
Hearing Impaired	1/27	3/29	3/24	0.24
Cognitive Score <85	0/27	3/29	6/24	0.01
Cognitive Score <80	0/27	3/29	5/24	0.03
Cognitive Score <70	0/27	1/29	2/24	0.29
Overall NDI (n)	11% (3)	21% (6)	46% (11)	0.01

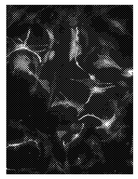
Researcher #1 [redacted]. Cognitive outcomes of preterm infants randomized to darbepoetin, erythropoietin or placebo. Pediatrics 2014;133:1023-30.

Brain

Neuroprotective Effects of ESAs: The non-hematopoietic effects of Epo have been performed in adult and neonatal animal models of neuroprotection. Epo has been shown in animal models to increase neurogenesis, improve the antioxidant response, decrease neuronal susceptibility to glutamate toxicity, and decrease neuronal apoptosis. [redacted] and DREAM Lab colleagues evaluated the effects of Epo and Darbe on the growth and phenotype of primary human fetal neuronal cells, and hypothesized that both ESAs would increase total cell numbers in a dose dependent fashion and have similar effects on cell phenotype. Absolute cell counts increased significantly in dose dependent fashion for both Epo and Darbe. Cells isolated from early and mid gestation (10-19 weeks) were more sensitive to both ESAs than cells isolated from later gestation (20-24 weeks). Immunofluorescent staining showed increased progenitors in Darbe-treated cultures.



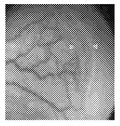
Cell growth with Epo and Darbe



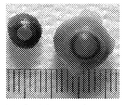
Nestin+/GFAP+ cells 16 weeks

Eye

Retinopathy of prematurity (ROP) is a well-known morbidity specific to the developing eye and involves the abnormal maturation of the retinal vasculature. Although evidence indicates ROP to be associated with multiple risk factors such as prematurity, oxygen use, low birth weight, infections, and poor postnatal weight gain, the cause of this disorder remains unclear. [redacted] and DREAM Lab colleagues evaluated concentrations of Epo and VEGF in developing eyes. We found increasing concentrations of both Epo and $VEGF_{121}$ in fetal vitreous, which are likely involved in the ontogeny of the fetal retinal vasculature during mid-gestation.

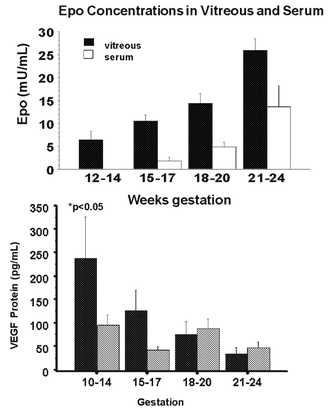


Stage 3 ROP



14 & 18 week eyes

18 week retina



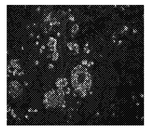
Researcher #1 [redacted] Elevated Erythropoietin mRNA and protein concentrations in the developing human eye. Pediatr Res 2008; 63:394-7. NIHMSID 447144

[redacted] Researcher #1 VEGF mRNA and protein concentrations in the developing human eye. Pediatr Res 2014; in press.

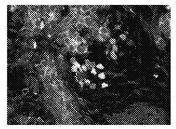
Pancreas

HIP2B is a peptide being developed by [redacted] and CureDM for human therapeutic use to stimulate islet neogenesis in both type 1 and type 2 diabetes patients. The mechanism of action of HIP2B has not been formally and fully elucidated and this research will help confirm and establish the pathway by which the peptide is active. We sought to develop a human fetal pancreatic cell model that would allow for further investigation of the effects of HIP2B on human pancreatic cell growth and differentiation. We found that gene expression of transcription factors involved in pancreatic progenitor cell differentiation was increased in dose dependent fashion in cells exposed to HIP2B. Insulin gene expression also increased in dose dependent fashion after 10 days of HIP2B culture.

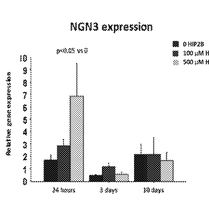
16 week pancreas

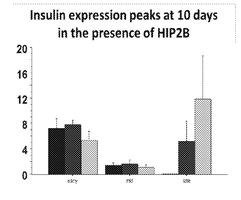


13.4 week pancreas stained for insulin (red) and glucagon (green)



15 week pancreas stained for EXTL3(red) and HIP2B (green)

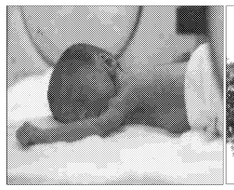




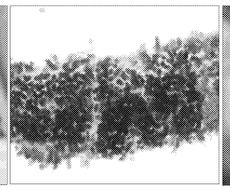
Researcher #1 [redacted] Effects of HIP2B on fetal pancreatic progenitor cells. J Invest Med 2014;62:255.

GI Tract

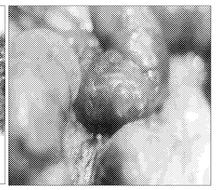
Necrotizing enterocolitis (NEC) is a life-threatening gastrointestinal disease that affects 5–15% of premature neonates that involves a severe inflammatory response in the immature intestine to mucosal injury and bacterial translocation. [redacted] and DREAM Lab colleagues showed that normal attenuation of macrophage inflammatory responses in the developing intestine is an effect of transforming growth factor (TGF)-β present in the extracellular matrix, and that TGF-β_2 is the most important of the three TGF-β isoforms in intestinal macrophage differentiation. NEC was associated with decreased TGF-β_2 expression, and in mice, deficient TGF-β signaling worsened the severity of NEC-like mucosal injury.



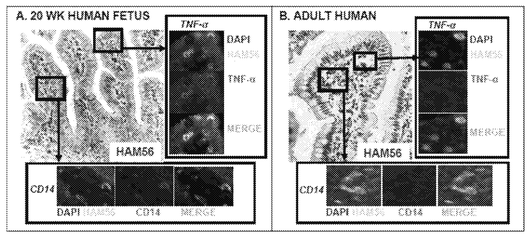
Extremely low birth weight infant



18 week intestinal villi



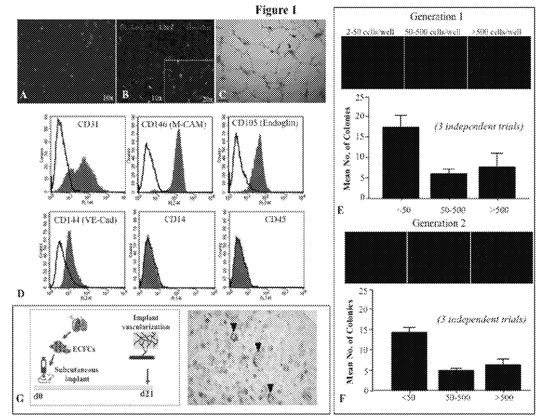
Penumatosis intestinalis



[redacted] Researcher #1 TGF-β2 suppresses macrophage cytokine production and mucosal inflammatory responses in the developing intestine. Gastroenterol 2011;140:242-53.

Lung

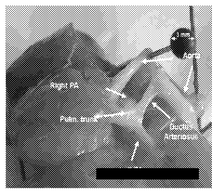
Bronchopulmonary dysplasia (BPD) and emphysema are life-threatening lung diseases characterized by alveolar simplification resulting from impaired alveolar development or alveolar destruction. Endothelial colony forming cells (ECFCs) represent a subset of endothelial progenitor cells capable of self-renewal and *de novo* vessel formation *in vivo*. [redacted] and DREAM Lab colleagues hypothesized that resident ECFCs exist in the developing lung, are impaired during arrested alveolar growth in experimental BPD and that exogenous ECFCs can restore disrupted alveolar growth. Human fetal and neonatal rat lung contain ECFCs with robust proliferative potential, secondary colony formation upon replating, and *de novo* blood vessel formation *in vivo* when transplanted into immuno-deficient mice. In contrast, human fetal lung ECFCs exposed to hyperoxia *in vitro* or ECFCs isolated from hyperoxic rat lungs displaying arrested alveolar growth mimicking BPD, proliferated less, showed decreased clonogenic capacity and formed fewer capillary-like networks on matrigel.

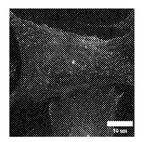


[redacted] Researcher 1 [redacted] Existence, functional impairment and lung repair potential of endothelial colony forming cells in oxygen-induced arrested alveolar growth. Circulation 2014;129:2144-57.

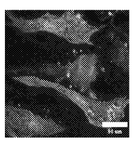
Heart

The ductus arteriosus allows for *in utero* communication between the pulmonary artery and the aorta; a persistent ductus arteriosus (PDA) results in major morbidity for preterm infants after birth. The presence of the *rs2817399(A) allele* of the gene TFAP2beta is associated with PDAs that fail to close. [redacted] at UCSF, [redacted] and Dream Lab colleagues showed further mechanisms of changes in gene expression occurred in potassium and calcium channel genes regulating PDA after preterm birth.





10 weeks



20 weeks

Recent clinical studies have evaluated mitogenic, angiogenic and anti-apoptotic effects of Epo in cardiovascular cells. Pilot studies in adult patients with acute myocardial infarction have shown increased expression of anti-apoptotic genes, mobilization of circulating progenitors, and decreased infarction size. [redacted] and DREAM Lab colleagues found that progenitors made up 50% of cells from tissue under 15 weeks gestation, decreasing to 5% at 20+ weeks. Epo receptor gene expression increased with increasing exposure to Epo.

[redacted] Researcher #1 [redacted] Patterns of gene expression in the ductus arteriosus are related to environmental and genetic risk factors for persistent ductus patency. Pediatr Res 2010;68:292-7.

Attachment 34

Emails with UNM College of

Pharmacy Dept. of

Pharmaceutical Sciences

Message

From: [redacted]

Sent: 5/1/2014 10:38:44 PM

To: [redacted]

Subject: Fetal heart tissue next week

Hi [redacted]

Please let me know if you end up getting more fetal tissue next week and can still spare the heart. Isolating and culturing cells from last week's heart went well. I'll analyze which cell type predominates in cultures hopefully next week. I want to try different culture conditions with the next heart.

Thanks for including me in this opportunity.

~ [redacted]

~~~~~~~~~~~~~~~~~~~~

[redacted]
University of New Mexico
College of Pharmacy, Dept. of Pharmaceutical Sciences
[redacted]
[redacted]
~~~~~~~~~~~~~~~~~~~~

Message

From: [redacted]

Sent: 5/1/2014 11:56:49 PM

To: [redacted]

CC: [redacted]

Subject: Re: Fetal heart tissue next week

Hi [redacted]
While [redacted] and I are in Vancouver for the PAS meetings next week, [redacted], our lab assistant, will be collecting tissue on Thursday and Friday. I've copied her on this email and will be sure she has your other contact info.
Glad to hear it's going well!
[redacted]

On May 1, 2014, at 4:38 PM, "[redacted]" wrote:

Hi [redacted]

Please let me know if you end up getting more fetal tissue next week and can still spare the heart. Isolating and culturing cells from last week's heart went well. I'll analyze which cell type predominates in cultures hopefully next week. I want to try different culture conditions with the next heart.

Thanks for including me in this opportunity.

[redacted]

~~~~~~~~~~~~~~~~~~~~

[redacted]
University of New Mexico
College of Pharmacy, Dept. of Pharmaceutical Sciences
[redacted]

[redacted]
~~~~~~~~~~~~~~~~~~~~

Message

From: [redacted]

Sent: 5/21/2014 8:16:00 PM

To: [redacted]

CC:

Subject: Brains for disssection

Hi [redacted] and [redacted]

I just spoke to the clinic about getting >22wk fetuses for our dissections. They have patients scheduled for surgery tomorrow that fit that range. I'll go pick them up later tomorrow afternoon when they're ready. Is there a specific time you'd like to do the brain floating?

[redacted]

Message

From: [redacted]

Sent: 9/24/2014 9:11:46 PM

To: [redacted]

CC: [redacted]

Subject: Fetal heart tissue

Hi [redacted]

I'm very interested in getting a fetal heart this week if any are available. I understand that it's best for me to call you to see if one is available rather than waiting for your lab to call me. I'm hoping to check in tomorrow and/or Friday to see if you had any fetuses. What's the very best time to call you to come over and pick up the heart? Also, what is the best phone number?

I have been able to culture the cells, freeze them down and reconstitute them. However, I think that using my previous protocol, I mostly have fibroblasts. I'd like to try and select better for cardiomyocytes and cardiac progenitor cells. I'll analyze the cells by flow cytometry and immunofluorescence imaging to differentiate between populations.

I appreciate that your lab shares this tissue with us. Again, please let me know the optimum time to call (as well as the correct phone number).

Sincerely,

[redacted]

~~~~~~~~~~~~~~~~~~~~

[redacted]

University of New Mexico
College of Pharmacy, Dept. of Pharmaceutical Sciences
[redacted]

[redacted]

>>> [redacted] 5/9/2014 1:31 PM >>>

[redacted] please contact [redacted]

On May 9, 2014, at 12:11 PM, [redacted] wrote:

Hi there.

I'm not sure if you got fetal hearts yesterday or will get one today. I haven't heard anything about coming over to get the hearts. So I just want to make sure you have my correct contact info in case I'm just missing the calls. Or perhaps I'm supposed to just show up to your lab around 1 pm even if you don't call?

At any rate, contact info for next week if I'm supposed to wait for a call:
~~~~~~~~~~~~~~~~~~~~

[redacted]
[redacted](My technician, [redacted] might answer and I've instructed her to pick up the heart if I'm not around)
CELL: [redacted]

Thanks and hopefully see you next week. Have a great weekend!

~ [redacted]

~~~~~~~~~~~~~~~~~~~~

[redacted]
University of New Mexico
College of Pharmacy, Dept. of Pharmaceutical Sciences
[redacted]

[redacted]

>>> [redacted] 5/1/2014 5:56 PM >>>

Hi [redacted]
While [redacted] and I are in Vancouver for the PAS meetings next week, [redacted] our lab assistant, will be collecting tissue on Thursday and Friday. I've copied her on this email and will be sure she has your other contact info.
Glad to hear it's going well!
[redacted]

On May 1, 2014, at 4:38 PM, "[redacted]>> wrote:

Hi [redacted]

Please let me know if you end up getting more fetal tissue next week and can still spare the heart. Isolating and culturing cells from last week's heart went well. I'll analyze which cell type predominates in cultures hopefully next week. I want to try different culture conditions with the next heart.

Thanks for including me in this opportunity.

~ [redacted]

~~~~~~~~~~~~~~~~~~~~

[redacted]
University of New Mexico
College of Pharmacy, Dept. of Pharmaceutical Sciences
[redacted]

[redacted]

Message

From: [redacted]

Sent: 3/19/2015 3:52:07 PM

To: [redacted]

CC: [redacted]

Subject: RE: human tissue sections

Hi[redacted]

Next week works for me, although [redacted] will be on annual leave. We have some preserved developing brain samples that should work for you. Can you meet Monday morning around 11 AM?

[redacted]

From: [redacted]
Sent: Thursday, March 19, 2015 9:46 AM
To: [redacted]
Cc: [redacted]
Subject: human tissue sections

[redacted],

As we already talked about my lab would like to start using some human tissue for our research in at least two areas: 1) prenatal ethanol exposure, and 2) characterizing the function of an unknown protein that we think is involved with protein trafficking. I would like to get the process started by introducing my two students who are leading these two efforts, [redacted] and [redacted], respectively. Also, as we're trying to submit an R01 on the second project by late May I was wondering if we might try to at least stain for our protein of interest (NSG2) in some early brain sections, if you have them. Perhaps we could get together as a small group in the next few days to see what would be possible for collecting preliminary data, and perhaps proposing some experiments going forward.

Best,

Message

From: [redacted]

Sent: 3/19/2015 3:52:07 PM

To: [redacted]

CC: [redacted]

Subject: RE: human tissue sections

Hi [redacted]

Next week works for me, although [redacted] will be on annual leave. We have some preserved developing brain samples that should work for you. Can you meet Monday morning around 11 AM?

[redacted]

From: [redacted]
Sent: Thursday, March 19, 2015 9:46 AM
To: [redacted]
Cc: [redacted]
Subject: human tissue sections

[redacted],

As we already talked about my lab would like to start using some human tissue for our research in at least two areas: 1) prenatal ethanol exposure, and 2) characterizing the function of an unknown protein that we think is involved with protein trafficking. I would like to get the process started by introducing my two students who are leading these two efforts, [redacted] and [redacted], respectively. Also, as we're trying to submit an R01 on the second project by late May I was wondering if we might try to at least stain for our protein of interest (NSG2) in some early brain sections, if you have them. Perhaps we could get together as a small group in the next few days to see what would be possible for collecting preliminary data, and perhaps proposing some experiments going forward.

Best,

Message

From: [redacted]

Sent: 4/20/2015 8:48:57 PM

To: [redacted]

CC: [redacted]

Subject: Brain tissue/sections

Dear Dr. [redacted],

You may recall our discussion from a few months back about trying to stain for our protein of interest in some early brain sections. I was wondering if you have and would be kindly willing to provide us with human fetal brain tissue so we could section and try out some preliminary staining experiments.

Sincerely

[redacted]

Message

From: [redacted]

Sent: 5/1/2015 5:58:59 PM

To: [redacted]

Subject: Re: brain-[redacted]

Okay thanks for letting me know. And thanks for contacting [redacted] about the [redacted] letter. Hopefully they will change it just a little and print on new letterhead.

What do you think about the paper?

From: [redacted]

Sent: Friday, May 1, 2015 11:27 AM

To: [redacted]

Subject: brain--[redacted]

[redacted] just came and took some brain tissue I had in the freezer in both TriZol and TPer, and one of the fixed brains. He doesn't think he'll be able to use such a large brain, and will bring it back if he cannot. He wanted to show it to his PI.

[redacted]

Albuquerque, NM 87131

[redacted]

Attachment 35

Material Transfer Agreements

UBMTA Implementing Letter

The purpose of this letter is to provide a record of the biological material transfer, to memorialize the agreement between the PROVIDER SCIENTIST (identified below) and the RECIPIENT SCIENTIST (identified below) to abide by all terms and conditions of the Uniform Biological Material Transfer [[Page 12775]] Agreement ("UBMTA") March 8, 1995, and to certify that the RECIPIENT (identified below) organization has accepted and signed an unmodified copy of the UBMTA. The RECIPIENT organization's Authorized Official also will sign this letter if the RECIPIENT SCIENTIST is not authorized to certify on behalf of the RECIPIENT organization. The RECIPIENT SCIENTIST (and the Authorized Official of RECIPIENT, if necessary) should sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER SCIENTIST will forward the material to the RECIPIENT SCIENTIST upon receipt of the signed copy from the RECIPIENT organization.

Please fill in all of the blank lines below:

1. PROVIDER: Organization providing the ORIGINAL MATERIAL:

Organization: _____
Attn: _____
Address: _____
_____
_____
_____

2. RECIPIENT: Organization receiving the ORIGINAL MATERIAL:

Organization: **The Board of Trustees of the University of Alabama for University of Alabama at Birmingham**
Address: University of Alabama at Birmingham
Office of Grants and Contracts Administration
701 20th Street South, AB 1170
Birmingham, AL 35294-0111

3. ORIGINAL MATERIAL (Enter description):

_____

_____

_____

4. Termination date for this letter (optional):

5. Transmittal Fee to reimburse the PROVIDER for preparation and distribution costs (optional). Amount:_____.

This Implementing Letter is effective when signed by all parties. The parties executing this Implementing Letter certify that their respective organizations have accepted and signed an unmodified copy of the UBMTA, and further agree to be bound by its terms, for the transfer specified above.

PROVIDER SCIENTIST

Name: _____

Title: _____

Address: _____

_____

Signature: _____

Date: _____

PROVIDER ORGANIZATION

Name: _____

Title: _____

Address: _____

_____

Signature: _____

Date: _____

RECIPIENT SCIENTIST

Name: _____

_____

Signature: _____

Date: _____

RECIPIENT ORGANIZATION CERTIFICATION

Certification: I hereby certify that the RECIPIENT organization has accepted and signed an unmodified copy of the UBMTA (May be the RECIPIENT SCIENTIST if authorized by the RECIPIENT organization):

Authorized Official: _____

Title: _____

Address: _____

_____

Signature: _____

Date: _____

UBMTA Implementing Letter

The purpose of this letter is to provide a record of the biological material transfer, to memorialize the agreement between the PROVIDER SCIENTIST (identified below) and the RECIPIENT SCIENTIST (identified below) to abide by all terms and conditions of the Uniform Biological Material Transfer [[Page 12775]] Agreement ("UBMTA") March 8, 1995, and to certify that the RECIPIENT (identified below) organization has accepted and signed an unmodified copy of the UBMTA. The RECIPIENT organization's Authorized Official also will sign this letter if the RECIPIENT SCIENTIST is not authorized to certify on behalf of the RECIPIENT organization. The RECIPIENT SCIENTIST (and the Authorized Official of RECIPIENT, if necessary) should sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER SCIENTIST will forward the material to the RECIPIENT SCIENTIST upon receipt of the signed copy from the RECIPIENT organization.

Please fill in all of the blank lines below:

1. PROVIDER: Organization providing the ORIGINAL MATERIAL:

Organization: University of New Mexico
[redacted]
Address: Dept of Pediatrics, [redacted]
1 University of New Mexico
Albuquerque, NM 87131-0001

2. RECIPIENT: Organization receiving the ORIGINAL MATERIAL:

Organization: **The Board of Trustees of the University of Alabama for University of Alabama at Birmingham**
Address: University of Alabama at Birmingham
Office of Grants and Contracts Administration
701 20th Street South, AB 1170
Birmingham, AL 35294-0111

3. ORIGINAL MATERIAL (Enter description):

_____

_____

_____

4. Termination date for this letter (optional):

5. Transmittal Fee to reimburse the PROVIDER for preparation and distribution costs (optional). Amount:_____.

This Implementing Letter is effective when signed by all parties. The parties executing this Implementing Letter certify that their respective organizations have accepted and signed an unmodified copy of the UBMTA, and further agree to be bound by its terms, for the transfer specified above.

PROVIDER SCIENTIST

Name: [redacted]

Title: [redacted]

Address: University of New Mexico Dept. of Pediatrics

[redacted] 1 UNM

Albuquerque, NM 87131-0001

Signature: [redacted]

Date: May 15, 2006

PROVIDER ORGANIZATION

Name: _____

Title: _____

Address: _____

_____

Signature: _____

Date: _____

RECIPIENT SCIENTIST

Name: _____

_____

Signature: _____

Date: _____

RECIPIENT ORGANIZATION CERTIFICATION

Certification: I hereby certify that the RECIPIENT organization has accepted and signed an unmodified copy of the UBMTA (May be the RECIPIENT SCIENTIST if authorized by the RECIPIENT organization):

Authorized Official: _____

Title: _____

Address: _____

_____

Signature: _____

Date: _____

UNIVERSITY OF NEW MEXICO HEALTH SCIENCES CENTER

*Material Transfer Agreement (MTA) Questionnaire – **UNM to Supply Material***

PreAward # HSC	Date Rec'd:

UNM Faculty: [redacted] **Phone:** **Department Name:** Pediatrics/Neonatology	**When is the Material needed by the Recipient?** 12/31/16
Recipient (Company/Institution) Ottawa Hospital Research Institute **Scientist Name:** [redacted]	**Recipient Address:** [redacted] **Recipient Phone:** [redacted] **Recipient Email:**

Name of Material (brief description of scientific/technical nature of Material):

fetal tissue

Who developed or created the Material and how was it funded?

Collected by [redacted]

Please describe the intended use of the Material / purpose of transfer:

Basic and translational scientific research

Please provide answers to the following:		**YES**	**NO**
1.	Are there any invention disclosures or pending patent applications on the Material?	☐	☐
2.	Is Material of human origin? **If "NO" skip to question 3**	☐	☐
2a.	Has project been submitted to IRB?	☐	☐
2b.	Does project have IRB approval	☐	☐
3.	Has a patent been issued for the Material?	☐	☐
4.	Is the Material a known biohazard?	☐	☐
5.	Is the Material a select agent? Select Agent list (if yes, fill out ECES form)	☐	☐
6.	Has the Material been shipped to the Recipient already?	☐	☐
7.	Is the Material being shipped outside the U.S. by UNM? ECES Form	☐	☐
8	Is the end user of the material located in the U.S.?	☐	☐
9.	Will Recipient use Material in research funded by industry sponsors?	☐	☐
10.	Will Recipient use Material in conjunction with materials from other parties?	☐	☐
11.	Will Recipient pay for Material preparation / shipping cost?	☐	☐
12.	Will research involve *in vitro* experiments? (outside a living organism)	☐	☐
13.	Will research involve *in vivo* experiments? (within a living organism)	☐	☐

Please provide any additional information or explanations (e.g. shipping and/or procurement cost estimates, names of industry sponsors, date of Material shipment if already supplied) to expedite this MTA:

The UNM laboratory has been shipping these materials to [redacted] since 2009 and does so on an ongoing basis. The shipment costs are paid by the recipient

- ***Please note: If any of the red boxes are checked the additional Export Control Exclusion Screening Form (found on the PreAward website** http://hsc.unm.edu/financialservices/preaward/ **under "Just the Forms" tab) is required with the submission of this form.***

MTAs will not be accepted without this form

When complete, please submit to HSC-PreAward@salud.unm.edu or interoffice to HSC Financial Services, MSC09-5220
Revised 04/29/13

UNIVERSITY OF NEW MEXICO
HEALTH SCIENCES CENTER

*Material Transfer Agreement (MTA) Questionnaire – **UNM to Supply Material***

PreAward # HSC	Date Rec'd:

UNM Faculty: [redacted] **Phone:** **Department Name:** Pediatrics/Neonatology	**When is the Material needed by the Recipient?** 12/31/16
Recipient (Company/Institution) University of South Florida **Scientist Name:** [redacted]	**Recipient Address:** [redacted] **Recipient Phone:** [redacted] **Recipient Email:**

Name of Material (brief description of scientific/technical nature of Material):

fetal tissue

Who developed or created the Material and how was it funded?

Collected by [redacted]

Please describe the intended use of the Material / purpose of transfer:

Basic and translational scientific research

Please provide answers to the following:		**YES**	**NO**
1.	Are there any invention disclosures or pending patent applications on the Material?	☐	☐
2.	Is Material of human origin? **If "NO" skip to question 3**	☐	☐
2a.	Has project been submitted to IRB?	☐	☐
2b.	Does project have IRB approval	☐	☐
3.	Has a patent been issued for the Material?	☐	☐
4.	Is the Material a known biohazard?	☐	☐
5.	Is the Material a select agent? Select Agent list (if yes, fill out ECES form)	☐	☐
6.	Has the Material been shipped to the Recipient already?	☐	☐
7.	Is the Material being shipped outside the U.S. by UNM? ECES Form	☐	☐
8	Is the end user of the material located in the U.S.?	☐	☐
9.	Will Recipient use Material in research funded by industry sponsors?	☐	☐
10.	Will Recipient use Material in conjunction with materials from other parties?	☐	☐
11.	Will Recipient pay for Material preparation / shipping cost?	☐	☐
12.	Will research involve *in vitro* experiments? (outside a living organism)	☐	☐
13.	Will research involve *in vivo* experiments? (within a living organism)	☐	☐

Please provide any additional information or explanations (e.g. shipping and/or procurement cost estimates, names of industry sponsors, date of Material shipment if already supplied) to expedite this MTA:

The UNM laboratory has been shipping these materials to [redacted] since 2007 and does so on an ongoing basis. Each shipment costs approximately $35.00 USD.

- ***Please note: If any of the red boxes are checked the additional Export Control Exclusion Screening Form (found on the PreAward website** http://hsc.unm.edu/financialservices/preaward/ **under "Just the Forms" tab) is required with the submission of this form.***

MTAs will not be accepted without this form

When complete, please submit to HSC-PreAward@salud.unm.edu or interoffice to HSC Financial Services, MSC09-5220
Revised 04/29/13

UNIVERSITY OF NEW MEXICO
HEALTH SCIENCES CENTER

*Material Transfer Agreement (MTA) Questionnaire – **UNM to Supply Material***

PreAward # HSC	Date Rec'd:

UNM Faculty: [redacted] **Phone:** **Department Name:** Pediatrics/Neonatology	**When is the Material needed by the Recipient?** 12/31/16
Recipient (Company/Institution) University of South Florida **Scientist Name:** [redacted]	**Recipient Address:** [redacted] **Recipient Phone:** [redacted] **Recipient Email:**

Name of Material (brief description of scientific/technical nature of Material):

fetal tissue

Who developed or created the Material and how was it funded?

Collected by [redacted]

Please describe the intended use of the Material / purpose of transfer:

Basic and translational scientific research

Please provide answers to the following:		**YES**	**NO**
1.	Are there any invention disclosures or pending patent applications on the Material?	☐	☐
2.	Is Material of human origin? **If "NO" skip to question 3**	☐	☐
2a.	Has project been submitted to IRB?	☐	☐
2b.	Does project have IRB approval	☐	☐
3.	Has a patent been issued for the Material?	☐	☐
4.	Is the Material a known biohazard?	☐	☐
5.	Is the Material a select agent? Select Agent list (if yes, fill out ECES form)	☐	☐
6.	Has the Material been shipped to the Recipient already?	☐	☐
7.	Is the Material being shipped outside the U.S. by UNM? ECES Form	☐	☐
8	Is the end user of the material located in the U.S.?	☐	☐
9.	Will Recipient use Material in research funded by industry sponsors?	☐	☐
10.	Will Recipient use Material in conjunction with materials from other parties?	☐	☐
11.	Will Recipient pay for Material preparation / shipping cost?	☐	☐
12.	Will research involve *in vitro* experiments? (outside a living organism)	☐	☐
13.	Will research involve *in vivo* experiments? (within a living organism)	☐	☐

Please provide any additional information or explanations (e.g. shipping and/or procurement cost estimates, names of industry sponsors, date of Material shipment if already supplied) to expedite this MTA:

The UNM laboratory has been shipping these materials to [redacted] since 2007 and does so on an ongoing basis. Each shipment costs approximately $35.00 USD.

- ***Please note: If any of the red boxes are checked the additional Export Control Exclusion Screening Form (found on the PreAward website** http://hsc.unm.edu/financialservices/preaward/ **under "Just the Forms" tab) is required with the submission of this form.***

MTAs will not be accepted without this form

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Revised 04/29/13

UNIVERSITY OF NEW MEXICO
HEALTH SCIENCES CENTER

*Material Transfer Agreement (MTA) Questionnaire – **UNM to Supply Material***

PreAward # HSC	Date Rec'd:

UNM Faculty: [redacted] **Phone:** **Department Name:** Pediatrics/Neonatology	**When is the Material needed by the Recipient?** 12/31/16
Recipient (Company/Institution) Ottawa Hospital Research Institute **Scientist Name:** [redacted]	**Recipient Address:** [redacted] **Recipient Phone:** **Recipient Email:** [redacted]

Name of Material (brief description of scientific/technical nature of Material):

fetal tissue

Who developed or created the Material and how was it funded?

Collected by [redacted]

Please describe the intended use of the Material / purpose of transfer:

Basic and translational scientific research

Please provide answers to the following:		**YES**	**NO**
1.	Are there any invention disclosures or pending patent applications on the Material?	☐	☐
2.	Is Material of human origin? **If "NO" skip to question 3**	☐	☐
2a.	Has project been submitted to IRB?	☐	☐
2b.	Does project have IRB approval	☐	☐
3.	Has a patent been issued for the Material?	☐	☐
4.	Is the Material a known biohazard?	☐	☐
5.	Is the Material a select agent? Select Agent list (if yes, fill out ECES form)	☐	☐
6.	Has the Material been shipped to the Recipient already?	☐	☐
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9.	Will Recipient use Material in research funded by industry sponsors?	☐	☐
10.	Will Recipient use Material in conjunction with materials from other parties?	☐	☐
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PreAward # HSC	Date Rec'd:

UNM Faculty: [redacted] **Phone:** **Department Name:** Pediatrics/Neonatology	**When is the Material needed by the Recipient?** 12/31/16
Recipient (Company/Institution) Ottawa Hospital Research Institute **Scientist Name:** [redacted]	**Recipient Address:** [redacted] **Recipient Phone:** [redacted] **Recipient Email:**

Name of Material (brief description of scientific/technical nature of Material):

fetal tissue

Who developed or created the Material and how was it funded?

Collected by [redacted]

Please describe the intended use of the Material / purpose of transfer:

Basic and translational scientific research

Please provide answers to the following:		**YES**	**NO**
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2.	Is Material of human origin? **If "NO" skip to question 3**	☐	☐
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UNIVERSITY OF NEW MEXICO HEALTH SCIENCES CENTER

*Material Transfer Agreement (MTA) Questionnaire – **UNM to Supply Material***

[redacted]

PreAward # HSC	Date Rec'd:

UNM Faculty: [redacted] **Phone:** **Department Name:** Pediatrics/Neonatology	**When is the Material needed by the Recipient?** 12/31/16
Recipient (Company/Institution) University of South Florida **Scientist Name:** [redacted]	**Recipient Address:** [redacted] **Recipient Phone:** **Recipient Email:** [redacted]

Name of Material (brief description of scientific/technical nature of Material):

fetal GI tissue

Who developed or created the Material and how was it funded?

Collected by [redacted]

Please describe the intended use of the Material / purpose of transfer:

Basic and translational scientific research

Please provide answers to the following:		**YES**	**NO**
1.	Are there any invention disclosures or pending patent applications on the Material?	☐	☐
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UNM Faculty: [redacted] **Phone:** **Department Name:** Pediatrics/Neonatology	**When is the Material needed by the Recipient?** 12/31/16
Recipient (Company/Institution) Ottawa Hospital Research Institute **Scientist Name:** [redacted]	**Recipient Address:** [redacted] **Recipient Phone:** **Recipient Email:** [redacted]

Name of Material (brief description of scientific/technical nature of Material):

fetal tissue

Who developed or created the Material and how was it funded?

Collected by [redacted]

Please describe the intended use of the Material / purpose of transfer:

Basic and translational scientific research

Please provide answers to the following:		**YES**	**NO**
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Recipient (Company/Institution) University of South Florida **Scientist Name:** [redacted]	**Recipient Address:** [redacted] **Recipient Phone:** [redacted] **Recipient Email:**

Name of Material (brief description of scientific/technical nature of Material):

fetal GI tissue

Who developed or created the Material and how was it funded?

Collected by [redacted]

Please describe the intended use of the Material / purpose of transfer:

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PreAward # HSC	Date Rec'd:
UNM Faculty: [redacted] **Phone:** **Department Name:** Pediatrics/Neonatology	**When is the Material needed by the Recipient?** 12/31/16
Recipient (Company/Institution) Ottawa Hospital Research Institute **Scientist Name:** [redacted]	**Recipient Address:** Critical Care Wing, 6th Floor, W6137 501 Smyth Road Ottawa, ON K1H8L6 CANADA **Recipient Phone:** [redacted] **Recipient Email:**

Name of Material (brief description of scientific/technical nature of Material):

fetal tissue

Who developed or created the Material and how was it funded?

Collected by [redacted]

Please describe the intended use of the Material / purpose of transfer:

Basic and translational scientific research

Please provide answers to the following:		**YES**	**NO**
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2a.	Has project been submitted to IRB?	☐	☐
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9.	Will Recipient use Material in research funded by industry sponsors?	☐	☐
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Revised 04/29/13

MATERIAL TRANSFER AGREEMENT
FOR THE TRANSFER OF HUMAN MATERIALS
FOR NON-PROFIT RESEARCH PURPOSES

This Human Material Transfer Agreement ("MTA") is between the Regents of the University of New Mexico for its public operation known as the Health Sciences Center, specifically for the School of Medicine, Department of Obstetrics and Gynecology ("PROVIDER") located at HSC Financial Services – PreAward, MSC09 5220, 1 University of New Mexico, Albuquerque, NM 87131-0001, and The University of South Florida Board of Trustees, a public body corporate, for the University of South Florida ("RECIPIENT"), for the transfer of human material, with or without accompanying data, for research purposes as further defined below. PROVIDER and RECIPIENT may each be referred to as Party or collectively as Parties. This MTA will become effective on the date of the last signature below.

PROVIDER Investigator:

[redacted]

RECIPIENT Investigator:

[redacted]

RECIPIENT and PROVIDER agree as follows:

1. PROVIDER will transfer to RECIPIENT the following: fetal GI tissue (collectively "Human Material").
2. Descriptive title of RECIPIENT's research with Human Material is: Fetal GI Development ("Research Project").
3. RECIPIENT agrees to use Human Material for teaching and non-profit research purposes only and will not use Human Material for any commercial purposes, including selling, commercial screening, or transferring Human Material to a third party for commercial purposes.
4. RECIPIENT will only use Human Material for the Research Project.
5. RECIPIENT represents that it has obtained Institutional Review Board approval, as appropriate, to use Human Material.
6. THE RECIPIENT AGREES THAT THIS HUMAN MATERIAL MAY NOT BE USED IN HUMANS OR FOR ANY DIAGNOSTIC, PROGNOSTIC, OR TREATMENT PURPOSES.
7. RECIPIENT will allow the use of Human Materials only by RECIPIENT Investigator and RECIPIENT Investigator's research team that are under the direct supervision of RECIPIENT Investigator and only after they have been informed of and agreed to the provisions and restrictions stated herein. Any transfer of Human Material to other than RECIPIENT Investigator's research team requires the advanced written approval of PROVIDER.
8. All Confidential Information that is transferred between PROVIDER and RECIPIENT is subject to the following:

All information to be deemed confidential under this MTA shall be clearly marked "CONFIDENTIAL" by the providing Party and maintained in confidence by the receiving Party for a period of three (3) years from the receiving Party's receipt of the Confidential Information. Any Confidential Information that is orally disclosed must be reduced to writing and marked "CONFIDENTIAL" by the providing Party and such notice must be provided to the receiving Party within thirty (30) days of the oral disclosure.

For the purposes of this MTA, Confidential Information includes any scientific or business data relating to the Human Material that a Party asserts are confidential and proprietary, except for data that:

a. have been published or otherwise publicly available at the time of disclosure to the receiving Party; were in the possession of or were readily available to the receiving Party without being subject to a confidentiality obligation from another source prior to the disclosure;

b. have become publicly known, by publication or otherwise, not due to any unauthorized act of the receiving Party;

c. the receiving Party can demonstrate it developed independently, or acquired without reference to, or reliance upon, such Confidential Information; or

d. are required to be disclosed by law, regulation, or court order.

9. RECIPIENT will not contact or make any effort to identify individuals who are or may be the sources of Human Material, without specific written approval from PROVIDER.

10. RECIPIENT will comply with all laws, rules and regulations applicable to the handling and use of the Human Material.

11. Either Party may terminate this MTA with sixty (60) days written notice to the other Party.

12. When the Research Project is completed or this MTA is terminated, whichever comes first, any unused Human Material will either be destroyed in compliance with all applicable statutes and regulations or will be returned to the PROVIDER as requested by the PROVIDER.

13. In all oral presentations or written publications concerning the use of Human Materials, RECIPIENT will acknowledge PROVIDER's contribution of Human Material unless requested otherwise by PROVIDER.

14. Any Human Material delivered pursuant to this MTA is understood to be experimental in nature and may have hazardous properties. PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF HUMAN MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

15. No indemnification for any loss, claim, damage, or liability is intended or provided by either Party under this MTA. Each Party shall be liable for any loss, claim, damage, or liability that said Party incurs as a result of said Party's activities under this MTA, except that the

PROVIDER's liability as an State Funded Public Institution of Higher Education, will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, sections 41-4-1 *et. seq.* NMSA 1978, as amended.

The Parties have executed this MTA by their respective duly authorized officers on the day and year hereinafter written. Any communication or notice to be given shall be forwarded in writing to the respective addresses listed below.

FOR PROVIDER:

[redacted]

(Signature of Authorized Official) 3/24/16 Date

[redacted]

Mailing Address for Notices:
HSC Financial Services – PreAward

[redacted]

ACKNOWLEDGED BY:
PROVIDER INVESTIGATOR

[redacted]

(Signature) 3-17-16 Date

RECIPIENT INVESTIGATOR

[redacted]

3-14-16 Date

FOR RECIPIENT:

[redacted]

3/14/16 Date

(Printed Name and Title) Director, Patents & Licensing

Mailing Address for Notices:

FedEx

1501 RENAISSANCE BLVD
Albuquerque, NM 87107

Location: ABQA
Device ID: ABQA-RDS2
Employee: 504252O
Transaction: 870186546018

PRIORITY OVERNIGHT 32.3
8079621653O7 3.2O lb (M)
Scheduled Delivery Date 03/24/2016

Shipment subtotal: 32.3

Total Due: 32.3

FedEx Account: 32.3
*****1107

M = Weight entered manually
S = Weight read from scale
T = Taxable item

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1.8OO.463.3339

March 23, 2016 8:3O:27 PM

FedEx. NEW Package Express US Airbill

8079 5216 5307

1 From Please print and press hard.
Date 3·23·16
Sender's FedEx Account Number [redacted]
Sender's Name [redacted] Phone [redacted]
Company U. of New Mexico
Address 916 Camino de Salud NE, BRF 136
City ABQ State NM ZIP 87131

2 Your Internal Billing Reference 19 wk-troops G1, spl

3 To
Recipient's Name [redacted] Phone [redacted]
Company U of So. Florida
Address 12901 Bruce B. Downs Blvd.
HOLD Weekday
Address MDC 4011
HOLD Saturday
City Tampa State FL ZIP 33612

Easy new Peel-and-Stick airbill. No pouch needed.

0200 Sender's Copy

4 Express Package Service
Packages up to 150 lbs.
FedEx First Overnight
X FedEx Priority Overnight
FedEx Standard Overnight
FedEx 2Day A.M.
FedEx 2Day
FedEx Express Saver

5 Packaging
FedEx Envelope* FedEx Pak* FedEx Box FedEx Tube X Other

6 Special Handling and Delivery Signature Options
SATURDAY Delivery
No Signature Required Direct Signature Indirect Signature
Does this shipment contain dangerous goods?
X No Yes Dry Ice
Cargo Aircraft Only

7 Payment Bill to:
X Sender Recipient Third Party Credit Card Cash/Check
Total Packages Total Weight Total Declared Value*
1 lb x

644

Attachment 36

Email to Researcher, University of Edmonton

[redacted]

Thanks for the update, that is fantastic data! We will try to get later gestation lung for you, sometimes we can get up to 20-22 weeks, but it is unusual these days to get non-digoxin exposed samples beyond 18 weeks (i.e., no living tissues). We can get cord blood, which I am sure you can as well. What about MSCs from tracheal aspirates of ELBW infants? I know the yield would be low, but perhaps the first 48 hours of tracheal secretions could be collected. We will continue to look for later gestational age samples for you.

[redacted]

>>> [redacted] 8/1/2012 1:17 PM >>>

Dear Prof. [redacted] dear [redacted]

Thank you very much for the lung samples you have sent me so far. I just want to give you a quick update on what I have done by now and what I am up to:

I managed to isolate the mesenchym from those tissues and showed that at 15.6 wk of age (the latest lung) all of the cells are what we call "Mesenchymal Stem Cell" by now. I have included FACS-data, showing the positivity for the standard MSC-markers CD105 (PerCP-Cy 5.5), CD90 (FITC) and CD73 (APC) as well as for the newly proposed CD146 (PE as drop-in in CD105/CD73/CD90 cocktail). The population is negative for CD34, CD45, CD14, CD19 and HLA-DR (as "negative Cocktail", all PE), fulfilling the actual criteria to state them MSC's. Interestingly, no GD2 (Disialoganglioside 2, PE as drop-in in CD105/CD73/CD90 cocktail) can be found on those cells: This marker has been described on MSC's from the bone marrow, non-expression on our cells supports the hypothesis of a huge MSC family with a large variety of differentially expressed markers. It is obvious that the term "MSC" represents are a huge family of cells, each with different properties, abilities, living in different niches of the body.

It has been described (Hershenson et.al.: *Pediatrics,* 2010 and *Am J Physiol Lung Cell Mol Physiol,* 2012) that resident lung MSC's (e.g. the ones I've isolated) play a major roll in the development of BPD, e.g. that there is a coincidence of MSC's in the tracheal aspirate and the risk to develop BPD later on. The (premature?) differentiation of MSC's into Myofibroblasts might be one of the major processes here. However, it still remains unclear how the Mesenchym with its stem cells and all the other resident lung cells interact in the normal and disrupted development, leading to either healthy or BPD-lung.

We want to address this point using

a) isolated MSC's from fetal lungs, showing their functional properties and abilities in Hyperoxia and Normoxia

b) a human fetal lung explant culture in Hyperoxia and Normoxia.

We also want to see if MSC's from the human umbilical cord have beneficial effects on cell survival, growth and development in those settings.

For all the experiments, it might be best to have "older" tissue >15 week of age, for the lung explant culture the oldest lung available is best. Prof. [redacted] told me, that you are working on the effects of Digoxin (right?) in extreme premature babies - is there a chance to get one of those lungs?

I'm very excited about this collaboration and happy with the way it works right now! If you have any questions, please feel free to contact me via eMail or lab-phone.

Once again, thank you very much for the opportunity to work with those tissues!

Regards from Edmonton,

[redacted]

Ps: I also managed to isolate SP-C positive cells form the same sample, but have to fine-tune the separation process to increase the yield. I'll keep you posted.

Attachments:

Flow Cytometry Data for human fetal lung derived MSC's

Immunocytochemistry revealing a MSC - Myofibroblast subpopulation

Attachment 37

Consent Forms

Message

From: [redacted]
Sent: 11/2/2015 9:40:21 PM
To: [redacted]
Subject: RE: SWWO consent form
Attachments: Fetal tissue donation Informed Consent.docx

[redacted]

Good luck.

We implemented this recently.

[redacted]

Southwestern Women's Options

[redacted]

From: [redacted]
Sent: Monday, November 02, 2015 2:35 PM
To: [redacted]
Subject: SWWO consent form

Thanks, [redacted]

[redacted]

Client Information for Informed Consent

DONATION OF FETAL TISSUE FOR MEDICAL RESEARCH

Research using fetal tissue has been used to develop vaccines and seek treatments for many diseases and disorders. At Southwestern Women's Options, we provide our patients the opportunity to donate fetal tissue from their pregnancies to medical research.

You can choose to donate tissue from your pregnancy to medical research by filling out this form. Before you give your consent, please read each of the following statements and initial the lines to the right. **If you do not want to donate tissue from your pregnancy, do not fill out this form.**

We are available to answer any questions.

Before I was given this consent form, I had already decided to have an abortion and signed a separate consent form for my abortion. _____

I agree to donate tissue from my pregnancy after my abortion to researchers at the University of New Mexico as a gift to be used for research, treatment, or education. _____

I understand that I have no control over who will receive my donation or what specific research it will be used for. _____

I understand that Southwestern Women's Options will not disclose my name or personal information in connection with my donation. _____

I understand that there will be no changes to how or when my abortion is done in order to preserve the tissue. _____

I understand that I will not be paid for this donation. _____

I understand that Southwestern Women's Options does not profit from or collect any fee associated with this donation. _____

I understand that I do not have to donate tissue from my pregnancy, and this will not affect my current or future care at Southwestern Women's Options. _____

Signature: _____ Date: _____

Witness: _____ Date: _____