

Congress of the United States
Washington, DC 20515

December 17, 2018

The Honorable Michael J. Missal
Inspector General
U.S. Department of Veterans Affairs
810 Vermont Avenue, NW
Washington, DC 20420

Dear Inspector General Missal,

We write to request an immediate investigation into irregularities regarding the Department of Veterans Affairs' (VA) use of painful and outdated dog experimentation. Recent media reports and correspondence with VA Secretary Robert Wilkie raise questions as to whether the VA secured the necessary approval from then-Secretary David Shulkin to continue nine ongoing dog studies at the VA. This is particularly concerning since purchases were made in support of these studies that could only have legally occurred with then-Secretary Shulkin's approval. The inconsistencies between the accounts of former-Secretary Shulkin and Secretary Wilkie regarding this approval underscore the VA's persistent lack of transparency and accountability in its use of this cruel practice.

As you may be aware, the Consolidated Appropriations Act of 2018 that was signed into law on March 23, 2018, included language defunding and restricting dog testing at the VA. Section 254 of the law makes clear that the Secretary of the VA must approve the use of such testing, stating in part, "None of the funds appropriated or otherwise made available by this Act may be used to conduct research using canines unless...the study has been directly approved by the Secretary."ⁱ

Documents released via the Freedom of Information Act show that on March 28, 2018, less than a week after the enactment of the new omnibus restrictions, the Cleveland VA Medical Center initiated a \$42,721 pre-order for seven shipments of canines to be used in research with delivery dates extending from June 2018 well into FY19.ⁱⁱ Concerned that these purchases were inconsistent with the FY18 funding restrictions, Members of Congress sent a letter on August 8, 2018, to the VA to request that the Agency provide a list of all dog experiments that had been approved by the Secretary and the Chief of Research and Development since March 2018.ⁱⁱⁱ

In a September 27, 2018, response to Congress, Secretary Wilkie wrote that nine ongoing VA dog experiments – including the study at the Cleveland VA – “were approved for continuation by then-Secretary David Shulkin on March 28, 2018”, and that “accordingly, any purchases to support those ongoing studies with FY2018 funds are fully compliant with the requirements of Section 254.”^{iv} A VA spokesperson claims that former-Secretary Shulkin gave “verbal” approval on March 28, 2018 — the same day he was fired — for the continuation of the nine studies.

Former-Secretary Shulkin has rejected this assertion, however, telling *USA Today* on November 1, 2018, that he “wasn’t asked, nor did [he] request a review for an approval.”^v Furthermore, Dr. Shulkin stated in a November 9, 2018, news report that, “I did not authorize a formal approval of

continued studies” and that “if there was approval by the Secretary, there would have been a signature for approval....VA does not do things with verbal approvals in situations like this.”^{vi}

Given these conflicting accounts, we request that you investigate the following:

- 1) Were the nine ongoing VA dog experiments “directly approved” by then-Secretary Shulkin, as required by federal law per VA spending bills enacted for FY18 and FY19?
 - a. If so, when? How was this approval documented?
- 2) Were the aforementioned Cleveland VA Medical Center dog purchases initiated before the so-called “verbal approval” was secured from Dr. Shulkin?
- 3) How much canine research did the VA conduct between March 28, 2018, and November 1, 2018, in possible violation of the FY18 and FY19 funding restrictions?
 - a. How many dogs were purchased and used?
 - b. How much money was spent to conduct research using canines?
 - c. Where did these projects take place, and what local officials approved them in the apparent absence of Secretary-level approval?
- 4) Did any VA dog purchases employ sole source contracts? If so, what was the justification?
- 5) For VA dog experiments that have continued into FY19, did Secretary Wilkie “directly approve” each of these projects as required by Section 247 of the FY19 MILCON-VA conference report?
 - a. If so, when and how was this approval given? His direct and personal approval for any projects to continue into FY19 would have been required by October 1, 2018.

Thank you for your attention to this matter. Should you have any questions, please contact Christine Godinez (Christine.Godinez@mail.house.gov) in the office of Congresswoman Dina Titus.

Sincerely,



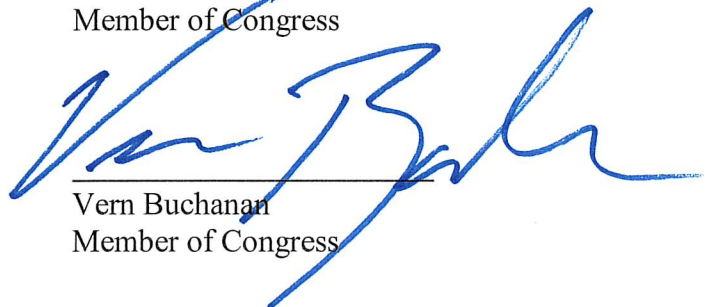
Dina Titus
Member of Congress



Dave Brat
Member of Congress



Ted Lieu
Member of Congress



Vern Buchanan
Member of Congress



Brian J. Mast
Member of Congress

Enclosures:

- 1) Freedom of Information Act documents obtained by the White Coat Waste Project on July 9, 2018
- 2) August 8, 2018, letter from Congresswoman Dina Titus and Congressman Dave Brat to Secretary Wilkie
- 3) September 27, 2018, letter from Secretary Wilkie to Congresswoman Dina Titus

ⁱ Consolidated Appropriations Act of 2018, *Pub. L. 115-141*. Available at: <https://www.congress.gov/bill/115th-congress/house-bill/1625/text?q=%7B%22search%22%3A%5B%22pl+115-141%22%5D%7D&r=1>.

ⁱⁱ See Enclosure 1.

ⁱⁱⁱ See Enclosure 2.

^{iv} See Enclosure 3.

^v Slack, Donovan. "VA: Fatal Dog Experiments Moving Ahead despite Criticism from Congress, Veterans Groups." *USA Today*, 1 Nov. 2018. Available at www.usatoday.com/story/news/politics/2018/11/01/veterans-affairs-fatal-dog-research-paralysis/1826889002/.

^{vi} O'Brien, Kerri. "Conflicting Stories about Who Approved Canine Research at the VA." *WRIC*, 9 Nov. 2018. Available at: www.wric.com/news/8-investigates/conflicting-stories-about-who-approved-canine-research-at-the-va/1581780794.

ISSUING OFFICE:
 Dept. of Veterans Affairs Medical Center
 10701 E. Blvd.
 Cleveland, OH 44106

REQUESTING SERVICE:
 RESEARCH-(W)(151(W))
 DEL. TO: LSCVAMC ARF (BF-464D)

VENDOR:
 MARSHALL FARMS GROUP, LTD
 5800 LAKE BLUFF RD
 NORTH ROSE NY 14516
 315-587-2295 FAX: 315-587-2109
 FMS Vendor Code: (b) (4)

SHIP TO:
 WADE PARK WHSE D82015
 V.A. Medical Center
 (b) (6)
 10701 EAST BOULEVARD
 CLEVELAND, OH 44106
 DELIVERY HOURS:
 8AM - 4PM WEEKDAYS

FOB POINT: DESTINATION
 GOV'T BL #:
 PURCHASE ORDER
 DELIVER ON/BEFORE 4/5/2019
 DISCOUNT TERM: NET30
 SHIP VIA:

PROPOSAL: N/A

CONTRACT:

MAIL INVOICE TO:
 VA FSC
 PO BOX 149971
 AUSTIN, TX 78714

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	THREE (3) ADULT MONGREL/HOUNDS TO BE DELIVERED ON JUNE 7, 2018 BOC: 2632 FMS LINE: 001	3	EA	(b) (4)	(b) (4)
2	THREE (3) MONGREL/HOUNDS TO BE DELIVERED JUNE 21, 2018 BOC: 2632 FMS LINE: 001	3	EA	(b) (4)	(b) (4)
3	THREE (3) MONGREL/HOUNDS TO BE DELIVERED OCTOBER 4, 2018 BOC: 2632 FMS LINE: 001	3	EA	(b) (4)	(b) (4)

ITEMS CONTINUED ON NEXT PAGE

AUTHORITY FOR PURCHASE FAR 13	P.O. NO. 541-D82015	PO DATE 4/5/2018	TOTAL: 42721.50
CONTRACTING OFFICER /ES/ADAM WEBER	DATE SIGNED 4/23/2018@10:18	PHONE 937-268-6511	FAX 9372625974

FUND CERTIFICATION: The supplies/services listed on this request are properly chargeable to the following allotments, the available balances of which are sufficient to cover the cost thereof, and funds have been obligated.

APPROPRIATION: 368/90161-2821 OBLIGATED BY: /ES/TIMOTHY J. HERRONDATE: 4/24/2018
 COST CENTER: 812400 BOC1: 2632 AMOUNT1: 42721.50 FMS LINE: 001
 SOURCE CODE: SUPPLY-2 FISCAL-3
 FCP/PRJ: 820010100

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
4	THREE (3) MONGREL/HOUNDS TO BE DELIVERED NOVEMBER 1, 2018 BOC: 2632 FMS LINE: 001	3	EA	(b) (4)	(b) (4)
5	THREE (3) MONGREL/HOUNDS TO BE DELIVERED JANUARY 10, 2019 BOC: 2632 FMS LINE: 001	3	EA	(b) (4)	(b) (4)
6	THREE (3) MONGREL/HOUNDS TO BE DELIVERED FEBRUARY 14, 2019 BOC: 2632 FMS LINE: 001	3	EA	(b) (4)	(b) (4)
7	THREE (3) ADULT MONGREL/HOUNDS TO BE DELIVERED APRIL 4, 2019 BOC: 2632 FMS LINE: 001	3	EA	(b) (4)	(b) (4)

Contract between (b) (6) and Marshall BioResources for the purchase of animals. Please give to Angie Carpenter, who is the CS for previous PO D80006. First delivery will be June 7, 2018 and last delivery will be April 4, 2019. Schedule of deliveries are needed for the (b) (6) study. Admin contact: (b) (6)

PREPARED BY ANGIE CARPENTER, CONTRACT SPECIALIST,
ANGIE.CARPENTER@VA.GOV

V.A. TRANSACTION NUMBERS:
541-18-3-2821-0255

TOTALS CARRIED FORWARD TO FIRST SHEET: 25507.50

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. 541-18-3-2821-0255 PAGE 1 OF 20
 2. CONTRACT NO. 36C25018P2106 3. AWARD/EFFECTIVE DATE 04-20-2018 4. ORDER NO. 36C25018P2106 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME Angie Carpenter b. TELEPHONE NO. (No Collect Calls) 937-268-6511 x4049 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY Department of Veterans Affairs Network Contracting Office 10 3140 Governor's Place Blvd, Suite 210 Kettering OH 45409-1337 CODE 36C250
 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 112990
 HUBZONE SMALL BUSINESS EDWOSB SIZE STANDARD: \$0.75 Million
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A
 14. METHOD OF SOLICITATION RFP IFB RFP

15. DELIVER TO Department of Veterans Affairs Louis Stokes Cleveland VA Medical Center 10701 East Blvd Cleveland OH 44106-1702 CODE 36C541 16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 10 3140 Governor's Place Blvd, Suite 210 Kettering OH 45409-1337 CODE 36C250

17a. CONTRACTOR/OFFEROR CODE 000M2 FACILITY CODE MARSHALL FARMS GROUP, LTD. MARSHALL BIORESOURCES 5800 LAKE BLUFF RD NORTH ROSE NY 14516 (b) (6) 315-587-2295 TELEPHONE NO (b) (6) DUNS: 049223000+4 18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 19b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	PLEASE SEE SCHEDULE NOTE: ALL INVOICES AND SHIPMENTS MUST CONTAIN BOTH THE VA ORDER NUMBER (36C25018P2106) AND THE PO/OBLIGATION NUMBER (541-D82015)				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$42,721.50

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-3 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 29. AWARD OR CONTRACT REF. ORIGINAL OFFER DATED 03-28-2018 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: ALL

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) ADAM P. WEBER 977305 Digitally signed by ADAM P. WEBER 977305 Date: 2018.04.23 10:11:11 -04'00'
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ADAM P. WEBER 31c. DATE SIGNED

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A.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Three (3) adult male mongrel/hounds: >9 months, 22-32kg To be delivered on June 7, 2018 NOTE: Can substitute females if no males are available. Funding/Req. Number: 1	3.00	EA	(b) (4)	(b) (4)
				(b) (4)	541-18-3-2821-0255
0002	Three (3) adult male mongrel/hounds: >9 months, 22-32kg To be delivered on June 21, 2018 NOTE: Can substitute females if no males are available. Funding/Req. Number: 1	3.00	EA	(b) (4)	(b) (4)
				(b) (4)	541-18-3-2821-0255
0003	Three (3) adult male mongrel/hounds: >9 months, 22-32kg To be delivered on October 4, 2018 NOTE: Can substitute females if no males are available. Funding/Req. Number: 1	3.00	EA	(b) (4)	(b) (4)
				(b) (4)	541-18-3-2821-0255
0004	Three (3) adult male mongrel/hounds: >9 months, 22-32kg To be delivered on November 1, 2018 NOTE: Can substitute females if no males are available. Funding/Req. Number: 1	3.00	EA	(b) (4)	(b) (4)
				(b) (4)	541-18-3-2821-0255
0005	Three (3) adult male mongrel/hounds: >9 months, 22-32kg To be delivered on January 10, 2019 NOTE: Can substitute	3.00	EA	(b) (4)	(b) (4)

	females if no males are available.				
	Funding/Req. Number: 1			(b) (4)	541-18-3-2821-0255
0006	Three (3) adult mongrel/hounds: >9 months, 22-32kg To be delivered on February 14, 2019 NOTE: Can substitute females if no males are available.	3.00	EA	(b) (4)	
	Funding/Req. Number: 1			(b) (4)	541-18-3-2821-0255
0007	Three (3) adult male mongrel/hounds: >9 months, 22-32kg To be delivered on April 4, 2019 NOTE: Can substitute females if no males are available.	3.00	EA	(b) (4)	
	Funding/Req. Number: 1			(b) (4)	541-18-3-2821-0255
					GRAND TOTAL
					\$42,721.50

ACCOUNTING AND APPROPRIATION DATA

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	541-368/90161-2821-812400 All Other Intra-3130 Medical, Dental and Scien-820010100	541-18-3-2821-0255 (P)	\$42,721.50

A.3 DELIVERY SCHEDULE

ITEM NUMBER		QUANTITY	DELIVERY DATE
ALL	SHIP TO: Department of Veterans Affairs Louis Stokes Cleveland VAMC 10701 East Boulevard Cleveland, OH 44106 1702 USA	SEE A.2 PRICE/COST SCHEDULE	7 June 2018 - 4 April 2019
	MARK 216-791-3800 ext. (b) (6) FOR: (b) (6)		

ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

A.4 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent Indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.—*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(h) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds-transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer;

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (f)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government

for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of Liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.
- (t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to

review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (i)(2)(i) of this clause, or fails to perform the agreement at paragraph (i)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

A.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

A.6 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentation and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

A.7 VAAR 852.246-71 INSPECTION (JAN 2008)

Rejected goods will be held subject to contractor's order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)

A.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Clause)

A.9 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

<u>FAR Number</u>	<u>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) Title</u>	<u>Date</u>
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (End of Addendum to 52.212-4)	DEC 2013

A.10 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate 1 (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1993) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (NOV 2016) of 52.219-9.

(iii) Alternate II (NOV 2016) of 52.219-9.

(iv) Alternate III (NOV 2016) of 52.219-9.

(v) Alternate IV (NOV 2016) of 52.219-9.

- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(e)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(f)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
 - (ii) Alternate I (OCT 2015) of 52.223-13.
- (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
 - (ii) Alternate I (JUN 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
 - (ii) Alternate I (JUN 2014) of 52.223-16.
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (ii) Alternate I (JAN 2017) of 52.224-3.
- (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - (ii) Alternate I (MAY 2014) of 52.225-3.
 - (iii) Alternate II (MAY 2014) of 52.225-3.
 - (iv) Alternate III (MAY 2014) of 52.225-3.
- (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

[] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (i) of FAR clause 52.222-17.

- (v) 52.222-31, Prohibition of Segregated Facilities (APR 2015).
- (vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

Congress of the United States
Washington, DC 20515

August 8, 2018

The Honorable Robert Wilkie
Secretary
U.S. Department of Veterans Affairs
810 Vermont Avenue NW
Washington, DC 20420

Dear Secretary Wilkie,

Congratulations on your appointment as Secretary of Veterans Affairs. We write today with concerns about painful and unnecessary dog experimentation at the Department of Veterans Affairs (VA). As you may be aware, we worked closely with your predecessor David Shulkin to wind down the VA's use of canine testing. While we are encouraged by the progress that has been made and the positive developments under former Secretary Shulkin, we are troubled by a lack of responsiveness to our repeated inquiries and by new information that we have recently reviewed. We respectfully request more details about your plans as Secretary to address this issue as Secretary and urge you to clarify that you will uphold the commitment made by the VA in March 2018 to end the use of painful dog testing.

As you may be aware, the FY18 Omnibus that was signed into law in March included language defunding and restricting VA dog testing. These same restrictions were included in both the House and Senate passed versions of the FY19 MilCon-VA bill. Our efforts—which are supported by a majority of veterans and Veteran Service Organizations including AMVETS—followed exposés of questionable testing on dogs at several VA facilities, including inducing heart attacks, drilling into their skulls, and collapsing their lungs. In some cases, investigations into these experiments showed procedural violations and other missteps that led to the death of several dogs.

Following the enactment of the FY18 Omnibus, House Veterans Affairs Committee staff informed us in April that the VA's Office of Research and Development confirmed that no dog testing studies involving pain and distress had been submitted for the Secretary's approval (now a legal requirement), and that new studies involving pain or distress were not likely to be proposed. Just two months ago the VA said that, in regards to new study submissions and approvals, "[n]one have completed the approval process recently."

We recently reviewed documents, however, released through the Freedom of Information Act indicating that in April—just two weeks after the Omnibus passed—the Cleveland VA Medical Center spent \$42,721 to pre-order seven shipments of hounds to be used in research with delivery dates extending from June 2018 well into FY19. We are concerned that these purchases may be prohibited by the FY18 funding restrictions passed into law, and that they also appear to be an attempt to circumvent anticipated FY19 funding restrictions on dog testing.

Since the FY18 Omnibus passed, our offices have repeatedly sought updated information on experimental dog use from the VA's Congressional Relations Office, the Office of Research and Development, and even Acting Secretary O'Rourke. It is troublesome that our numerous requests have either been entirely ignored or answered incompletely and inadequately. We are increasingly concerned about the VA's continued lack of transparency and refusal to answer basic questions from Congress about its dog experimentation.

In light of these concerns, we respectfully request that your office provide us with the following information that we have repeatedly requested in writing from the VA:

1. A list of all dog experimentation projects that have been approved, as required by law, by the Secretary and the Chief of Research and Development since March 2018. Please include project titles, approval dates, approved budget, VA location, and USDA pain category.
2. The amount of taxpayer money spent on dog experimentation since the omnibus—which defunded and dramatically limited future spending—was signed into law in March.
3. A list of all dog experimentation projects that have been discontinued since March 2018.
4. For projects that were discontinued, what is the fate of the dogs no longer needed for the research? Provide specifics on each project and the disposition of the dogs.

Thank you for your attention to this matter. Should you have any questions, please contact Christine Godinez (Christine.godinez@mail.house.gov) with Congresswoman Dina Titus's office or Eric Heigis (Eric.Heigis@mail.house.gov) with Congressman Dave Brat's office.

Sincerely,



Dina Titus
Member of Congress



Dave Brat
Member of Congress



THE SECRETARY OF VETERANS AFFAIRS
WASHINGTON

September 27, 2018

The Honorable Dina Titus
U.S. House of Representatives
Washington, DC 20515

Dear Congresswoman Titus:

Thank you for your June 28, 2018, and August 8, 2018, co-signed letters to the Department of Veterans Affairs (VA) regarding VA's animal research program. VA is committed to transparency and will continue to provide updated information on research with dogs as it becomes available.

VA has complied with all the requirements in Section 254 of the Consolidated Appropriations Act of 2018 (Public Law 115-141), which was signed on March 23, 2018. Section 254 has multiple requirements for utilizing Fiscal Year (FY) 2018 funds for VA canine research, including approval by the Secretary. No new dog studies have completed the approval process defined by Section 254 yet, but one new canine study is in the review process and others are anticipated. Nine studies ongoing at the time of Bill passage were re-reviewed by the Veterans Health Administration (VHA), the Chief Veterinary Medical Officer, and Chief Research and Development Officer, and were approved for continuation by then-Secretary David Shulkin on March 28, 2018. Accordingly, any purchases to support those ongoing studies with FY 2018 funds are fully compliant with the requirements of Section 254. The purchases made by the Louis Stokes Cleveland VA Medical Center described in your August 8, 2018, letter are in support of one of those nine studies, which include critical research to investigate how to restore the ability of Veterans with traumatic spinal cord injuries to breathe properly and avoid repeated bouts of pneumonia and early death.

Please see the enclosed detailed responses with information to address the specific questions posed in both your letters. Similar questions from the June 28, 2018, and August 8, 2018, letters have been integrated and answered together for clarity. The responses include a link to, and a hard copy of, VA's adoption guidance, which has been broadened to include not only dogs but animals of any species covered by the U.S. Department of Agriculture Animal Welfare Act Regulations. The latest version of this adoption guidance was released in July 2018 and formalizes practices that have long been standard within VA.

In support of our efforts to find the best possible loving homes for adopted research animals, I am pleased to report that as of August 16, 2018, VA signed an agreement with the non-profit organization Homes for Animal Heroes to facilitate placements.

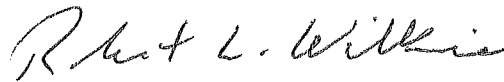
Page 2.

The Honorable Dina Titus

Should you have further questions, please have a member of your staff contact Mr. Jeremy Wheeler, Congressional Relations Officer, at (202) 224-2815 or Jeremy.Wheeler@va.gov. A similar response has been sent to Congressman Brat.

Thank you for your continued support of our mission.

Sincerely,

A handwritten signature in cursive script that reads "Robert L. Wilkie".

Robert L. Wilkie

Enclosure

**Department of Veterans Affairs (VA) Response to Congresswoman Titus and
Congressman Brat
Regarding VA's Animal Research Program**

Question 1. A list of all dog experimentation projects that have been approved by the Secretary and the Chief of Research and Development since July 2017, making particular note of any projects that have been approved since the law requiring their sign-off was enacted in March. Please include project titles, approval dates, approved budget, VA location, and USDA pain category.

VA Response: Since July 2017, no new VA canine studies have been initiated. One new proposed canine study is working its way through the approval process formalized in VA Guidance Document AR2017-001, revision 1, "Canine, Feline, and Non-Human Primate Research Protocols," dated May 15, 2018, but it has not yet reached my desk for review.

Of 13 canine studies ongoing in July 2017, 9 are currently active. Table 1 below lists these active studies, with the information requested in your letters. In accordance with Section 254 of the Consolidated Appropriations Act of 2018 (Public Law 115-141), these nine ongoing studies were evaluated and then approved for continuation by the Chief Research and Development Officer on March 28, 2018, and by then-Secretary Shulkin on March 29, 2018, making them eligible for use of Fiscal Year (FY) 2018 funds. Some of the studies have not yet begun, although the research with dogs was approved.

Question 2. The amount of taxpayer money spent on dog experimentation since the omnibus was signed into law in March.

VA Response: Table 2 summarizes data provided in Table 1. Table 2 provides approved total budgets for each project in FY 2018, the amounts budgeted for FY 2018 specifically for dog research, and the actual funds spent since March 23, 2018 (passage of the omnibus bill). A total of \$27,571 of Federal funds were spent (VA and National Institutes of Health (NIH)), and a total of \$7,105 of non-Federal funds (University and non-profit) for dog research since March 23, 2018. The Cleveland VA program awarded a contract to Marshall Farms and obligated \$42,721.50 for dogs through FY 2019, but only \$11,715 has been spent to date.

Question 3. For projects that were discontinued, what is the fate of the dogs no longer needed for the research? Provide specifics on each project and the disposition of the dogs.

VA Response: Table 3 below lists the four projects discontinued since July 2017. Since July 2017, there have been three research protocols involving dogs that have been discontinued and one is currently on hold pending further review. Another project currently active is expected to be discontinued shortly and will be added as the fifth

entry in Table 3 (please see Project #2 in Table 1). In all cases, the dogs that were eligible for adoption were placed with adoptive families.

Question 4. The VA previously informed us that a new policy regarding the adoption of dogs no longer needed for research would be released in final form in mid-April. Was this document released? If so, can you please provide a copy? If not, when will it be available?

VA Response: The release of the adoption document was delayed when VA decided to proactively broaden the scope from research dogs to all research species covered by U.S. Department of Agriculture (USDA) Animal Welfare Act Regulations, formalizing the practices that have long been standard within VA. The language was reviewed by USDA and finalized after consultation with experts in the General Services Administration. The document has been distributed to all VA stations and is posted online as document AR2018-001 at: https://www.research.va.gov/programs/animal_research/guidance.cfm. A copy is included with this enclosure.

To help facilitate adoptions of research animals, VA is pleased to report that we recently signed an agreement with the non-profit organization Homes for Animal Heroes to assist us in facilitating adoption placements to loving homes.

Table 1. List of Ongoing, Previously Approved VA Dog Protocols

Protocol Title	Location	Funding Source	Total Approved Budget for FY 2018	Budget for Research with Dogs	Funds spent on research with dogs since 3/23/18	Dates of initial Institutional Animal Care and Use (IACUC) approval, most recent IACUC approval, and Chief Research and Development Officer and Secretary approvals	USDA Pain Category approved, and actual	Comments
1 High Frequency Spinal Cord Stimulation to Restore Cough	Cleveland, OH	Federal-VA	\$105,893	\$57,209	\$11,715	4/1/14; 3/15/18; 3/28/18; 3/29/18	D, D	A contract worth \$42,721.50 was awarded to Marshall Farms for dogs through FY 2019; \$11,715 has been billed to date.
	Purpose of Research	Veterans with spinal cord injuries that impair their ability to cough are vulnerable to potentially fatal respiratory infections. This study evaluates how electrical stimulation of the spinal cord could be optimized to activate respiratory muscles appropriately to generate effective coughing.						

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2	<p>Potential of Immunotherapy with Targeted Nanoporphyrin in Bladder Cancer</p>	<p>Pleasant Hill, CA</p>	<p>Federal-VA</p>	<p>\$0</p>	<p>\$0</p>	<p>\$0</p>	<p>5/4/17; 4/19/18; 3/28/18; 3/29/18</p>	<p>Clinical trial in dogs was approved and had not yet begun. This component of the study has now been replaced because an opportunity came up to pursue a different aspect of the work needed. Will move to Table 3 of discontinued protocols in coming months.</p>	
3	<p>Contribution of Inflammation and Oxidative Stress in Pericardial Fluid to Postoperative Atrial Fibrillation after Cardiac Surgery</p>	<p>St. Louis, MO</p>	<p>Federal-VA</p>	<p>\$147,528</p>	<p>\$9,000</p>	<p>\$0</p>	<p>11/30/16; 11/17/17; 3/28/18; 3/29/18</p>	<p>D: none used as of 8/14/18</p>	<p>Research with dogs has not yet begun.</p>
<p>Purpose of Research</p> <p>Development of a new treatment for bladder cancer that is not adequately controlled by existing treatments.</p>									

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		Purpose of Research	Postoperative atrial fibrillation is associated with longer hospital stays after cardiac surgery, and increased risks of stroke and death. This is research into the mechanisms involved in atrial fibrillation, which we need to understand to find treatments for postoperative atrial fibrillation.						
4	Neuropharmacology of Pontine Control of Breathing Frequency	Milwaukee, WI	Federal-VA	\$150,000	\$26,490	\$2,288	6/10/15; 9/7/17; 3/28/18; 3/29/18	D; D	
		Purpose of Research	Veterans with certain head or neck injuries, or who suffer from pain that can only be controlled with potent analgesics, often experience impaired control of breathing and coughing. This work is to increase understanding of that control, which is fundamental to developing better ways to help these Veterans.						
5	Mechanistic Insight of Premature Ventricular Contractions-induced Cardiomyopathy	Richmond, VA	Federal-NIH	\$114,076	\$47,000	\$13,568	8/29/16; 6/1/18; 3/28/18; 3/29/18	D and E; D	NIH budget year for this award is actually 5/15/18-4/30/19.
		Purpose of Research	Premature Ventricular Contractions (PVC) interfere with proper beating of the heart and can lead to chronic heart disease. This is research into the cellular mechanisms involved, which we need to understand in order to develop better ways to manage PVCs.						
6	Autonomic Nerve Activity and Cardiac Arrhythmias	Richmond, VA	Private Non-profit Research Foundation	\$76,832	\$23,417	\$0	12/16/13; 9/6/17; 3/28/18; 3/29/18	D; D	

Enclosure

	Purpose of Research	Premature ventricular contractions interfere with nerve signals to the heart and can damage heart muscle. This is research into how the loss of nerve signals might be responsible for the damage, which we need to understand to develop better ways to protect the heart.											
7	Effect of Chronic Premature Ventricular Contractions on the Remodeled Ischemic Heart	Richmond, VA	Private Non-profit Research Foundation	No specific amount	No specific amount	\$1,520	9/9/16; 6/1/18; 3/28/18; 3/29/18	E; E	Sub-project covered by the budget for study 5, above				
8	Nanoparticle Injection into Ganglionated Neural Plexi to Prevent Atrial Fibrillation	Richmond, VA	University	\$119,970	\$38,000	\$5,585	8/10/16; 6/1/18; 3/28/18; 3/29/18	D; D					
9	A Comparison of Canine Anesthetic Regimens to Optimize Hemodynamic Stability and Quality of Electrophysiologic and	Richmond, VA	Federal- VA	No specific amount	No specific amount	\$0	8/3/17; 6/1/18; 3/28/18; 3/29/18	C; C	Research involves observations in dogs on other protocols. Budget covered by project 5 above.				
	Purpose of Research	Atrial fibrillation (AF) increases the risk of stroke, heart failure, hospitalization, and death, but current treatments for AF are risky. This is research into new ways to treat AF with less risk than is currently possible.											

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Neurophysiologic Data Acquisition								
	Purpose of Research	Sedatives and anesthetics commonly affect how the heart works. This study is designed to sort out how to improve anesthesia for future studies of cardiac function.						

Table 2. Summary of Funds Spent on Research with Dogs since March 23, 2018 (Summary of Data in Table 1)

Source of Funds	Total research budget approved for FY 2018	Amount in FY 2018 budget for dog studies	Amount spent on dog studies since March 23, 2018
Federal- VA and NIH	\$517,497	\$139,699	\$27,571
University and Private Non-Profit Research Foundations	\$196,802	\$61,402	\$7,105

Table 3. List of VA Protocols for Research with Dogs Discontinued or on Hold Since July 2017

Protocol Title	Funding Source	Purpose of Research	VA Location	Status	Disposition of Remaining Dogs
What Causes Human Narcolepsy?	Federal-VA	To understand and develop improved therapeutics for narcolepsy.	Los Angeles	October 2017: Principal Investigator (PI) determined that scientific goals of the current study can be met with mice; protocol for research with dogs closed.	Although approved, no work had been done yet on this protocol.
Control of Blood Glucose Levels in Diabetes	Private Industry Sponsor	Collaborative work to develop new devices for monitoring blood glucose and refining insulin dosing to better control blood glucose and reduce complications of diabetes.	Los Angeles	June 2018: Collaborative work was completed; further studies will be conducted by the other party alone; VA protocol closed.	All dogs were either adopted out or transferred to the party that had previously collaborated with VA.
The Investigation of Novel Imaging Approaches to the Circle of Willis	University	To evaluate the use of an ultra-thin camera for direct viewing of the inside and outside of brain blood vessels, which could increase the accuracy and safety of procedures to treat aneurysms, deploy stents to hold blood vessels open, and remove clots that cause strokes.	Milwaukee	March 2018: protocol on hold pending further review by VA Office of Research and Development.	No dogs were on hand when the project was placed on hold, so none were available for adoption.

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<p>Determining Organ Perfusion During Vascular Compromise</p>	<p>University</p>	<p>To evaluate the accuracy and precision of Near Infrared Spectroscopy for measuring blood flow to internal organs, which is crucial to monitor during and after transplantation.</p>	<p>Milwaukee</p>	<p>March 2018; New information suggests that pigs are now more suitable for accomplishing research goals, so the PI terminated this protocol.</p>	<p>No dogs were on hand when the decision was made to switch to a porcine model, so no dogs were available for adoption.</p>
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**OFFICE OF RESEARCH AND DEVELOPMENT
VETERANS HEALTH ADMINISTRATION**

**Adoption of Research Animals Covered by the USDA Animal Welfare Act
Regulations**

Date: June 27, 2018

Guidance Document: AR2018-001

For questions regarding this guidance, contact the office of the Chief Veterinary Medical Officer (CVMO).

1. **Summary.** VA has historically taken, and continues to take the position that whenever possible, animals retired from participating in approved VA research protocols are to be placed through adoption as pets. This guidance is intended to assist VA animal research programs in arranging adoptions that promote the safety and well-being of the retired animals, and to maintain compliance with all regulatory and legal requirements, including federal surplus property procedures. VA's responsibility for the animal ends when the animal is transferred to the organization that will manage placement of the animal with an adoptive family. VA Medical Centers must consult with appropriate authorities to ensure that all applicable federal, state, and/or local regulations are met. The office of the Chief Veterinary Medical Officer must be contacted, and that office will then arrange with the General Services Administration (GSA) for adoptions to placement organizations of retired research animals in compliance with applicable federal laws and regulations regarding federal property. A "placement organization" is defined as an organization that arranges placement of surplus research animals in adoptive private homes.
2. **Background.** Although the value of much research with animals depends on the analysis of tissues, organs, or data that can only be collected after euthanasia, some of the research does not require euthanasia. VA has an ethical obligation to arrange for placement of healthy and socially adjusted animals with suitable adoptive families whenever possible through placement organizations, and fully supports efforts to do so.
3. **Issue.** VA must provide adequate information about the temperament and health status of the animal to assist the placement organization with arranging a suitable and streamlined adoption. This includes VA providing information and records required for compliance with all applicable regulatory and legal requirements for transfer of ownership of the animal to the adoptive family. Best results are expected when:
 - a. Local VA responsibility for arranging for adoption is shared by the:

- Institutional Animal Care and Use Committee (IACUC) of record,
- Attending Veterinarian (whether a Veterinary Medical Officer or a Veterinary Medical Consultant), and
- Associate Chief of Staff for Research and Development of the VA Medical Center overseeing the research.

In case of any disagreements about the eligibility of specific individual animals for adoption, or significant difficulties with the adoption process, the Office of the CVMO must be contacted.

The VA Medical Center is responsible for providing the documents listed in Section 4 below to the placement organization in coordination with the CVMO's office. Any documents required by GSA will be provided by the CVMO's office after consultation with the VA Medical Center.

- b. Species-appropriate socialization and exposure of animals to circumstances and experiences common in private households are to be considered in the facility's husbandry procedures. For example, training dogs to walk on a leash and to respond to basic commands will facilitate eventual transition to an adoptive home as well as promote ease of handling while they are at the research facility or with the placement organization. This is particularly important when it is known in advance that an animal is to likely become a candidate for adoption.
 - c. Additional suggestions for adoption programs are available from the American College of Laboratory Animal Medicine (<https://www.aclam.org/about/position-statements>).
4. **Recommendations.** Research animals are considered to be government property, and the GSA must approve the adoption as an excess property transaction. The CVMO's office will coordinate with GSA regarding the excessing process and the VA Office of General Counsel for legal review as applicable. The animal may not be transferred to the placement organization until GSA provides approval. Because of the complexity of the adoption process, it is highly recommended that each VA program that conducts animal research with USDA species to establish a Standard Operating Procedure for adoptions, that addresses the following:
- a. Full disclosure of the current health status and behaviors of the candidate animal to the placement organization prior to its transfer to the placement organization. This disclosure will increase the likelihood of the placement organization arranging a successful adoption.
 - b. A pre-adoption veterinary medical examination (including a physical examination, bloodwork (for animals larger than rabbits), and an examination

for parasites) conducted by a qualified veterinarian helps to ensure that information about the health status of the animal is current and accurate. Generally, only healthy candidates are eligible for adoption, but some with chronic health conditions, even if they may involve costly or intensive care, may be suitable for adopters with appropriate experience, skills, and interest. Note that a health certificate may be required per item f.2 below.

- c. It is important to confirm that the animal is socially compatible with people and other animals, and has shown no signs of aggression toward people or other animals that would pose undue risk to the placement organization or another pet in the final adoptive home. Before the animal is placed, it is important for the placement organization to acknowledge in writing that VA has no further legal responsibility or liability for the animal and/or its behavior.
- d. Regarding dog and cat adoptions, to promote responsible pet ownership, VA generally considers as eligible for adoption only those dogs and cats that have been spayed or neutered, and animals of any species that are up-to-date on vaccinations according to current veterinary standards.
- e. Consultation with appropriate authorities is necessary to ensure that any local and state regulations are met, if not in contradiction to and to the extent permitted under federal law and regulations.
- f. For dog and cat adoptions, compliance with the USDA Animal Welfare Act Regulations in Section 2.35 paragraphs (b), (c), and (e), and Section 2.38 is required:
 1. The VA Medical Center must maintain records that correctly record the following information required for adoption (Animal and Plant Health Inspection Service (APHIS) forms 7006 and 7001 may optionally be used to record the required information):
 - The official USDA tag number or tattoo or microchip (see Page A-30 of the USDA Animal Welfare Inspection Guide);
 - A description of the dog or cat (date of birth or approximate age, species, breed, sex, color/markings);
 - Any additional ID numbers or marks assigned by the research facility
 - The name and address of the placement organization;
 - The date of departure of the animal from the facility;
 - The name of the owner of the private vehicle by which the placement organization will transport the animal from VA;

2. If a dog or cat will be transported across state lines as part of the transfer to the placement organization, VA must furnish a health certificate which states that a licensed veterinarian inspected the dog or cat on a specified date not more than 10 calendar days prior to delivery of the animal for transportation. The veterinarian must find that the animal appears to be free of any infectious disease or physical abnormality that could endanger the animal, other animals, or public health. APHIS Form 7001 may optionally be used for this purpose.
 3. The VA Medical Center must provide the placement organization one copy of the information in items f.1 and f.2 above, and must keep one copy in the VA facility for at least 3 years.
 4. The transfer to the placement organization must take place at the VA Medical Center.
 5. Acceptance by VA of any financial compensation from the placement organization will be interpreted by USDA as VA taking on the role of a "dealer," which requires compliance with many more regulatory requirements. Such activities are not covered by this guidance, and are prohibited.
- g. For USDA species other than dogs or cats, the relevant sections of the Animal Welfare Act Regulations must be consulted.
 - h. Agreement by the placement organization that VA cannot accept the return of an animal that has been adopted.
 - i. The expectation that any placement organization that accepts responsibility for the adoption process also agrees to arrange the final adoptions in keeping with VA's intention to encourage suitable adoptions by private citizens that promote the safety and well-being of both the animals and the adoptive families.
5. **Reporting.** Information on the status of each research dog and cat will be collected annually as part of the online Veterinary Medical Unit report software.