

MEMORANDUM OF AGREEMENT

BETWEEN

UNITED STATES DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION

AND

THE HUMANE SOCIETY OF THE UNITED STATES

I. PURPOSE

This Memorandum of Agreement (MOA) is entered into between the U.S. Department of Veterans Affairs (VA or Department) Veterans Health Administration (VHA), 810 Vermont Avenue, Washington, DC 20420, and The Humane Society of the United States (The HSUS), 1255 23rd Street, NW, Suite 450, Washington, DC 20037, collectively referred to as the "Parties."

The HSUS and VA share the goal of supporting and improving the health and well-being of Veterans. This MOA sets forth a framework for the Parties to work together to support Veterans and their well-being and social integration through interaction with and adoption of rescued animals for pets. The Parties agree to coordinate their efforts, utilize each Party's business networks and enhance impact through resource sharing to improve outcomes for Veterans. VA is committed to working closely with non-profit organizations and other community partners to identify new and innovative ways to support the VA's commitment to care for those who "have borne the battle" and their families. The Department has identified five priorities in advancing VA's mission: 1) greater choice for Veterans, 2) modernize its systems, 3) focus resources more effectively, 4) improve timeliness of services, and 5) suicide prevention. The Department has identified these priorities throughout VHA, Veterans Benefits Administration, National Cemetery Administration, Staff Offices, and constituent-specific offices. To that end, the Parties seek to collaborate to support and encourage increased engagement by Veterans with pet keeping, with the human-animal bond, and volunteering with community organizations including, but not limited to, animal shelters, animal rescue groups and humane societies.

II. BACKGROUND

Department of Veterans Affairs

VA's mission is to fulfill President Lincoln's promise, "to care for him who shall have borne the battle and for his widow, and his orphan" by serving and honoring the men and women who are America's Veterans in accordance with Federal law. VA is committed to working closely with nonprofit organizations to identify new and innovative ways to support VA's mission. Enhancing strategic partnerships is an important

component of the VA strategic direction. The VA Strategic Plan promotes collaboration with Federal agencies and other entities, both private and public, that provide benefits, services, and resources to Veterans and their families.

Under 38 U.S.C. § 523, VHA has the authority to coordinate the provision, under laws administered by the Department, of benefits and services (and information about such benefits and services) with appropriate programs (and information about such programs) conducted by private entities such as The HSUS. VA may accept gifts under 38 U.S.C. §§ 8301-8305 to benefit Veterans and enhance VHA facilities and services.

The Humane Society of the United States

The mission of The HSUS includes a commitment to the celebration and nurturing of the human-animal bond, the promotion of pet keeping, and the facilitation of other healthy interactions with animals. The HSUS is a 501(c) (3) nonprofit corporation, founded in 1954. The HSUS has state directors and supporters in nearly every state, and through its global affiliate, Humane Society International, works in nearly 50 countries worldwide. The HSUS, and affiliates, is a leading animal care organization and advocacy organization for animals.

III. RESPONSIBILITIES

A. VHA commits to:

- 1) Share and disseminate this HSUS-VA MOA to leadership and appropriate staff throughout the VA.
- 2) Support and encourage VHA medical facilities to disseminate information to Veterans about pet keeping and volunteering with community organizations including, but not limited to, animal shelters, animal rescue groups, and local humane societies as an opportunity that increases Veteran-community integration.
- 3) Support and encourage VHA medical facilities to collaborate with The HSUS to advance the shared objectives of this MOA for the benefit of Veterans.
- 4) Support and encourage VHA medical facilities, humane societies, animal shelters and animal rescue groups to enter into agreements to provide partnership opportunities targeting the Veteran population. In entering into these agreements, VHA facilities must comply with VA Directive 0008 and VHA Directive 1098.
- 5) Identify at VHA facilities the offices or points of contact to facilitate such local agreements.
- 6) Proactively share best practices and success stories within VHA and between VA and The HSUS networks and those community organizations partnering with VHA while ensuring Veterans' privacy and personal information are protected.
- 7) Disseminate information to Veterans (where appropriate) about pet adoption or pet visitation events in the community.

- 8) Provide opportunities for community volunteers to serve within VA facilities, in accordance with VA Voluntary Service (VAVS) policies and procedures; and promote non-VA volunteering opportunities for Veterans that support Veterans' well-being and social integration through interaction with community organizations, including opportunities with local animal shelters and humane societies.

B. The HSUS commits to:

- 1) Share and disseminate this HSUS-VA MOA as appropriate with community organizations including, but not limited to, animal shelters, animal rescue groups, and local humane societies to promote and support their outreach and engagement work with local VHA facilities to assist Veterans.
- 2) Engage VHA medical facilities to enter into agreements to permit community organizations to provide programming and services targeting the Veteran population, particularly in the areas of pet adoption, veterinary services, and animal welfare and humane education directly related to pet keeping.
- 3) Integrate Veterans and their families into HSUS activities and events to promote the human-animal bond while ensuring Veterans' privacy and personal information are protected.
- 4) Proactively share best practices and success stories within their networks and among organizations to promote collaboration and encourage more partnerships while ensuring Veterans' privacy and personal information are protected.
- 5) Utilize The HSUS publications to disseminate information about Veterans' engagement in the human-animal bond.
- 6) Seek to encourage local humane societies and animal rescue groups, and their public and corporate partners, as part of a commitment to honor Veterans and Active Duty Servicemembers, to host Military Appreciation Days at local animal shelters where complementary and discounted services for Veterans, Servicemembers and their families are offered and encourage this benefit on a continuing basis.
- 7) Initiate Veteran volunteer programs within mutually-identified local communities.

IV. OBJECTIVES

The Department and The HSUS have a shared goal to enhance the quality of life for Veterans through promoting the human-animal bond, pet keeping, and other healthy interactions with animals by way of fostering a greater understanding of pet ownership, responsibility, and greater Veteran/community integration. This partnership will be mutually beneficial as the Parties work together through a set of objectives to achieve this goal. This MOA sets forth a framework of intent and cooperation between the Parties to achieve the following objectives.

The objectives of the Partnership:

- A. Strive to develop volunteer opportunities for Veterans in local animal shelters or rescue groups each year.
- B. Educate Veterans about how adopting animals and volunteerism can contribute to increased well-being and social integration that may enhance their quality of life.

V. PERFORMANCE MEASURES

VHA and The HSUS share a mutual goal through this partnership of enhancing the quality of life for Veterans through the provision of improved adoption processes and greater volunteer opportunities. The ability to quantitatively and qualitatively capture objective performance through metrics that demonstrate the impact of this partnership is critical. Therefore, the Parties agree to use the following metrics to capture and record objective performance through related outcomes, outputs, measurable, and/or impacts, as appropriate. Parties agree that both parties may take reasonable steps to verify the accuracy of data collected, and will cooperate to collect data needed for the metrics described in item A below.

- A. Collection and analysis of outcome data, comparing data before and after the partnership begins, including:
 - 1. The number of local animal shelter or rescue groups with Veteran volunteers.
 - 2. The number of Veterans volunteering at local animal shelter or rescue groups.
 - 3. The number of VHA medical facilities provided with informational and instructional materials.
 - 4. The number of partnerships developed between local shelters or animal rescue groups and VA Medical Centers.

VI. POINTS OF CONTACT

DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION
Lelia P. Jackson
Director
Office of Community Engagement
810 Vermont Avenue, NW, Room784
Washington, DC 20420
202-461-5758
Lelia.Jackson@va.gov

THE HUMANE SOCIETY OF THE
UNITED STATES
Bernard Unti, Ph.D.
Senior Policy Advisor
1255 23rd Street, NW, 4th Floor
Washington, DC 20037
301-548-7707
bunti@humanesociety.org

VII. LIMITATIONS

- A. For the purposes of this MOA, a partnership is a voluntary, collaborative, working relationship between VA and The HSUS. The term partnership shall not imply

that VA and The HSUS are jointly liable for either Party's obligations. This is a non-binding agreement. Neither Party is responsible for debts, contractual obligations, or conduct, tortious or otherwise, of the other Party. This MOA shall not be interpreted to limit, supersede, or to otherwise affect either Parties' normal operations or decisions in carrying out its missions, or its statutory or regulatory duties, nor to encourage or permit activities not authorized by law.

- B. The HSUS will not use this MOA to sell or promote any products or services, or for fundraising activities. No payment shall be due to either Party for services provided under this MOA.
- C. The HSUS will not use the name of VA or any of its components, except in factual publicity and with prior written approval of VA. Factual publicity includes announcements of dates, times, locations, purposes, agendas, speakers, and fees, if any, involved with activities or events. Such factual publicity shall not imply that the involvement of VA serves as an endorsement of the general policies, activities, or products of The HSUS and/or its affiliates. A disclaimer will accompany where the publicity references VA, publicity to the effect that no VA endorsement is intended. The HSUS and its partners will clear all publicity materials with VA to ensure compliance with this paragraph. The HSUS will not use VA logos, seals, flags, and other VA symbols without prior written approval from VA's Office of the Assistant Secretary for Public and Intergovernmental Affairs (who will obtain VA Office of Secretary approval). Approval is not guaranteed.
- D. VA will not use, and has obtained no ownership interests in: The HSUS or other HSUS names, logos, and/or trademarks (the Marks). VA will obtain The HSUS prior written approval to use the Marks.
- E. This MOA is not intended to be an exclusive arrangement. The relationship established in this MOA in no way limits VA or The HSUS from establishing similar relationships with any other entity. Nothing in this MOA shall make The HSUS and the VA principal and agent or joint ventures. The Parties are independent with respect to one another and neither shall have any authority to represent or bind the other in any manner or to any extent whatsoever.
- F. This MOA does not represent any endorsement by VA of the general policies, activities, or products of The HSUS.
- G. Any publicity released by either Party concerning this MOA, the services or supports providing within, or any resulting outcomes, will be subject to prior written approval of the other Party.
- H. Each Party shall bear its own costs, risks, and liabilities incurred by it arising out of its obligations and efforts under this MOA. Nor can one Party commit the other to any cost, expense, or obligation without the prior written consent of that Party. The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.
- I. Should this MOA lead to a formal contractual-type of agreement, the Parties will negotiate and memorialize such General Terms & Conditions in a formal

document, including, but not limited to, a period of performance, funding issues, and liability matters. Neither Party may commit the other to any transfer of funds under this MOA absent a formally negotiated agreement.

- J. This MOA may not be assigned or otherwise transferred by any Party, in whole or in part, without the expressed prior written consent of the other Party.

VIII. AMENDMENT, DURATION, REVIEW, AND TERMINATION


This MOA is effective when signed by both Parties and will remain in effect until terminated by either Party or three years, whichever comes first. This agreement may be amended by written agreement of the Department and The HSUS. This MOA will be reviewed annually for compliance and effectiveness. Either Party may terminate this MOA upon written notice to the other Party not less than thirty (30) days before the proposed termination date. The requirement for thirty (30) days' notice may be waived by mutual written consent of both Parties. In no case will any oral termination be effective nor will any termination attempted outside these stated requirements.

IX. APPROVALS

Veterans Health Administration

The Humane Society of the United States


By: _____


By: _____

Carolyn M. Clancy, M.D.
Executive in Charge
Office of the Under Secretary for Health
Department of Veterans Affairs

Wayne Pacelle
President and CEO
The Humane Society of the United States

Date: 11/20/17

Date: 11/20/17