

ONE HUNDRED FOURTEENTH CONGRESS  
**Congress of the United States**  
**House of Representatives**

COMMITTEE ON ENERGY AND COMMERCE

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WASHINGTON, DC 20515-6115

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

December 1, 2016

**VIA EMAIL**

The Honorable Ken Paxton  
Attorney General  
State of Texas  
300 W. 15th Street  
Austin, TX 78701

Dear Attorney General Paxton:

On October 7, 2015, the U.S. House of Representatives passed H. Res. 461, which created the Select Investigative Panel (the “Panel”) and empowered it to conduct a full and complete investigation regarding the medical practices of abortion providers and the practices of entities that procure and transfer fetal tissue.

Over the course of our investigation, we have uncovered documents and received testimony that indicates that Planned Parenthood Gulf Coast (“PPGC”), an abortion facility that procured fetal tissue and transferred it to researchers,<sup>1</sup> allegedly violated state law, including but not limited to the Tex. Penal Code § 48.02, and Tex. Penal Code Title 8 § 37.08.

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<sup>1</sup> See Select Investigative Panel of the H. Comm. on Energy and Commerce, Interim Update to the U.S. House of Representatives, Jul. 14, 2016, [https://energycommerce.house.gov/sites/republicans.energycommerce.house.gov/files/documents/114/analysis/20160714Interim\\_Update.pdf](https://energycommerce.house.gov/sites/republicans.energycommerce.house.gov/files/documents/114/analysis/20160714Interim_Update.pdf).

## Background on Planned Parenthood Gulf Coast

PPGC has a research department<sup>2</sup> that conducted studies for pharmaceutical companies,<sup>3</sup> the medical device industry,<sup>4</sup> and academic institutions, mostly in Texas.<sup>5</sup> PPGC procured fetal tissue for the University of Texas Medical Branch, Galveston.<sup>6</sup> PPGC bought its headquarters in 2010 largely because it met the needs of the research department.<sup>7</sup>

PPGC conducts in-house fetal tissue extraction, processing, storage, and shipping.<sup>8</sup> PPGC also ships tissue, but it requires the study sponsors to set up a FedEx account. PPGC prints the air bill, puts the air bill on the container, places the shipment on dry ice, and either has FedEx pick up the shipments or a PPGC staffer will drop it off.<sup>9</sup> PPGC bills customers for any sterile supplies needed for tissue procurement.<sup>10</sup>

Despite those costs incurred by PPGC, there are indications that PPGC made money from its sales of fetal tissue. [REDACTED], PPGC's director of research, stated "this research department generates more revenue than the entire OB GYN research program at Baylor [College of] Medicine. . . .multiple, multiple times more revenue."<sup>11</sup>

## PPGC Interactions with University of Texas Medical Branch

From 2010 through 2011, PPGC procured fetal tissue for the University of Texas Medical Branch, Galveston ("UTMB").<sup>12</sup> While PPGC personnel generally obtained consent from patients to donate fetal tissue, and procured the tissue, emails produced by UTMB indicate that its personnel also obtained consent from patients and procured the fetal tissue.

October 20, 2010 email from [REDACTED]

In an October 10, 2010 email to [REDACTED] at UTMB, [REDACTED] wrote:

We need to renegotiate the budget for both studies based on feedback from [PPGC staff] . . . here is their proposal:

\$50 enrollment/consent process (consent per PPGC SOP, physician statements)[.]

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<sup>2</sup> See Center for Medical Progress, "Transcript, Meeting with [REDACTED] Director of Research, Planned Parenthood Gulf Coast; [REDACTED], Ambulatory Surgery Director, Planned Parenthood Gulf Coast; [REDACTED], Physician, Planned Parenthood Gulf Coast; Medical Assistant, Planned Parenthood Gulf Coasts; [and] Two Actors posing as fetal tissue procurement company," Apr. 9, 2015, attachment 1. [hereinafter CMP].

<sup>3</sup> *Id.* at 5.

<sup>4</sup> *Id.* at 6.

<sup>5</sup> *Id.* at 35.

<sup>6</sup> Documents produced by University of Texas Medical Branch.

<sup>7</sup> CMP at 96.

<sup>8</sup> *Id.* at 9, 14, 19-20, 29; 31, 40.

<sup>9</sup> *Id.* at 19-20.

<sup>10</sup> *Id.* at 90.

<sup>11</sup> *Id.*

<sup>12</sup> *Id.* at 7.

\$100 room set up/collection (strip machines, sterile equipment, rinse hosing with sterile water, biological sample collection) [.]

\$50 enrollment/consenting fee if tech leaves without tissue (staff performed the work and tech didn't/couldn't stay to collect sample).

\$2000 annual admin fee (new or retraining staff . . . and Research Mgmt oversight, consent storage, supply storage).

It would also be preferable if we amended the contracts to provision \$Xamount/yr for a spend-down grant. PPGC is paid in advance for a set number of samples/yr, and then you collect at will . . . <sup>13</sup>

#### UTMB invoices and proposed amended contract

UTMB produced invoices to the Panel from PPGC that show PPGC billed UTMB a total of \$21,424.98 in annual administrative fees, consent payments, staff training, and supplies.<sup>14</sup>

An unexecuted amended contract between PPGC and UTMB would have provided for the college to pay PPGC \$150 for each executed informed consents of patients (up to 500 patients), plus \$2,000 in annual administrative fees, and \$1,500 for training UTMB staff.<sup>15</sup> Had the contract been executed as drafted, PPGC would have received \$75,000 solely for consent forms signed by patients.

#### April 2011 Planned Parenthood Federation of America memo on fetal tissue donations

On April 4, 2011, Planned Parenthood Federation of America ("PPFA")'s senior director for public policy litigation and law sent a memorandum to affiliate chief executives, affiliate medical directors, and patient service directors, on federal regulations for participation in fetal tissue donation programs.<sup>16</sup> The memorandum notes that applicable federal laws "forbid the payment or receipt of valuable consideration for fetal tissue. However, they permit 'reasonable payments associated with the transportation, implantation, processing, preservation, quality control, or storage' of fetal tissue."<sup>17</sup>

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<sup>13</sup> Email from [REDACTED] to [REDACTED], Re: Study, Oct. 1, 2010, attachment 2. [UTMB 321-322].

<sup>14</sup> Invoice from Planned Parenthood Gulf Coast to University of Texas Medical Branch, Nov. 11, 2010 [UTMB 328]; Invoice from Planned Parenthood Gulf Coast to University of Texas Medical Branch, Nov. 11, 2010 [UTMB 329]; Invoice from Planned Parenthood Gulf Coast to University of Texas Medical Branch, Jun. 11, 2011 [UTMB 344]; Invoice from Planned Parenthood Gulf Coast to University of Texas Medical Branch, Sep. 29, 2011 [UTMB 252], attachment 3.

<sup>15</sup> Tissue Supply and Biological Specimen Agreement, Amended No. 2, between Planned Parenthood Gulf Coast, Inc. and [REDACTED] of University of Texas Medical Branch, Jul. 26, 2011, attachment 4. [UTMB 299-301].

<sup>16</sup> Memorandum from [REDACTED], Public Policy Litigation and Law, Planned Parenthood Federation of America; [REDACTED] Acting Vice President for Medical Affairs, Planned Parenthood Federation of America; and [REDACTED] Vice President for Medical Services, Planned Parenthood Federation of America; to Affiliate Chief Executives, Affiliate Medical Directors, [and] Patient Service Directors, Re: Federal regulations for aborted pregnancy tissue donation programs, Apr. 4, 2011, attachment 5. [PPFA-HOU\_E&C-000148 - 000150] [hereinafter [REDACTED] memo].

<sup>17</sup> [REDACTED] memo [PPFA-HOU\_E&C-000149].

The memorandum states that PPFA affiliates “can chose one of two methods to comply with these laws.”<sup>18</sup> The methods outlined in the memorandum are:

One method would be to recover no costs associated with any aspect of participation in a fetal tissue donation program. This would mean that all staff time, clinic space, supplies, etc., would be donated by the affiliate, and the affiliate would receive no payments or in-kind services from the entity to whom the tissue is being donated.

. . . The second method would be to employ an independent auditor to conduct a credible and good-faith analysis of the actual costs incurred by the affiliate in the transportation, implantation, processing, preservation, quality control, or storage of the fetal tissue and, if the research is supported by federal funds, for the removal of the fetal tissue. Under this method, affiliates must maintain careful records of actual tissue donations and of payments received from the researcher or the tissue-gathering entity. Affiliates must be able to demonstrate that the payments do not exceed the actual costs of the actual tissue donations.

Sometimes tissue-gathering entities offer to pay rent for space occupied by one of their employees who would be on-site at a clinic on a regular basis. If an affiliate determines to enter into such an arrangement, then the independent auditor would also conduct a credible and good-faith computation of the actual cost of the space occupied by the tissue-gathering entity employee, in order to determine the amount of rent to be paid by that entity.<sup>19</sup>

The memorandum goes on to “remind affiliates that, in addition to the federal laws outlined above, there are laws in many states governing fetal tissue donation programs. Affiliates must take great care to assure compliance with those laws as well.”<sup>20</sup>

#### January 2011 redistribution of PPFA memo on fetal tissue donation

The April 2001 memorandum was redistributed to PPFA affiliates in January 2011 under the signature of [REDACTED], then then senior PPFA director for clinical services.<sup>21</sup> The memorandum from [REDACTED] sought

. . . to remind affiliates about the federal law relating to payment for participation in such programs. The attached memo was sent almost exactly 10 years ago (yikes!).

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<sup>18</sup> [REDACTED] memo [PPFA-HOU\_E&C-000150].

<sup>19</sup> *Id.*

<sup>20</sup> *Id.*

<sup>21</sup> Memorandum from [REDACTED] Senior Director, Clinical Services, Planned Parenthood Federation of America; [and] [REDACTED] Director, Clinical Services, Planned Parenthood Federation of America; to Affiliate Medical Directors, [and] Patient Services Directors, Re: Aborted pregnancy tissue donation programs, Jan. 26, 2011, attachment 6 [PPFA-HOU\_E&C-000146].

Given the time that has elapsed and that there has likely been staff turnover, we thought it would be helpful to resend it to assure continuing compliance with the statutes.”<sup>22</sup>

PPFA affiliates, including PPGC, were, thus, twice put on notice about the steps they would have to undertake in order to participate in a fetal tissue donation program, and ensure that any reimbursable costs they received did not constitute valuable consideration under the applicable federal and state laws.

Despite that knowledge, the Panel has learned that the costs included in PPGC’s contract and proposed contract with UTMB were based not on an independent auditor’s credible and good-faith analysis of the actual costs it incurred to procure fetal tissue for UTMB. Rather it was based on back-of-the-envelope calculations by a single PPGC official. The fact that PPGC ignored the long-standing advice of PPFA’s legal director when it drafted the UTMB contract and proposed amendment goes directly to PPGC’s knowledge of the duty to comply with the applicable law and its willful decision to ignore the legal advice of its organization.

### **PPGC Interactions with Baylor College of Medicine**

Documents produced by the Baylor College of Medicine (“BCM”) show that for more than two years, from November 1, 2014 through November 4, 2015, PPGC entered into negotiations to procure fetal tissue for BCM.<sup>23</sup> Those documents show that PPGC assisted BCM with proposals that would be acceptable to the Institutional Review Board (“IRB”) at BCM.

November 1, 2014 email from [REDACTED] of PPGC to [REDACTED] BCM, a copy of which was sent to [REDACTED], PPGC’s medical director, and [REDACTED]

The email states [REDACTED] was “putting” [REDACTED] “in touch with our Medical Director [REDACTED] who oversees all research, as well as our Research Director [REDACTED] who will be your primary contact person during the IRB approval/coordination phase.”<sup>24</sup>

March 24, 2014 email from [REDACTED] to [REDACTED]

[REDACTED] wrote: “Thank you for speaking with me today, and for your help with the IRB. Attached, please find my original [IRB] submission, the [PPFA] consent form draft, and the response from the IRB. . . . Please feel free to contact me any time with any questions you may have.”<sup>25</sup> Later that same day, [REDACTED] replied, “Yes, we can do that.”<sup>26</sup> [REDACTED] asked, “Would you have time to speak to me on Friday to discuss the IRB comments?”<sup>27</sup> [REDACTED] stated, “I can be available Monday.”<sup>28</sup>

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<sup>22</sup> *Id.*

<sup>23</sup> Documents produced by Baylor College of Medicine.

<sup>24</sup> Email from [REDACTED] to [REDACTED], cc: [REDACTED], [REDACTED] RE: IRB Pediatrics BCM, Nov. 1, 2013, attachment 7.

<sup>25</sup> Email from [REDACTED] to [REDACTED], Subject RE: IRB pediatrics BCM, Mar. 2014, attachment 8.

<sup>26</sup> Email from [REDACTED] to [REDACTED], May 20, 2014, 4:51 PM, attachment 8.

<sup>27</sup> Email from [REDACTED] to [REDACTED], Subject: Re: IRB pediatrics BCM, Jun. 3, 2014, 6:38 PM, attachment 8.

<sup>28</sup> Email from [REDACTED] to [REDACTED], Jun. 6, 2014, 3:07 PM, attachment 8.

May 20, 2014 email from [REDACTED] to [REDACTED]

[REDACTED] sent an email to [REDACTED] on May 20, 2014 that stated, "I have received the following response to my IRB submission from BCM, and am wondering if you could comment on the bolded sections."<sup>29</sup>

October 20, 2014 email from [REDACTED] to [REDACTED]

In an October 20, 2014 email exchange, [REDACTED] an assistant to [REDACTED] emailed [REDACTED] in which she stated, "I want to follow up once more to see if it would be possible to set [up] a time to touch base over the phone sometime this week. I have spoken to our local IRB and need your approval/guidance before I proceed."<sup>30</sup>

October 20, 2014 email from [REDACTED] to [REDACTED]

[REDACTED] replied: "Yes, that would be fine. I have some this afternoon at 2pm. Would that work for you?"<sup>31</sup>

October 20, 2014 email from [REDACTED] to [REDACTED] regarding assigned tasks to assist IRB

On October 20, 2014, [REDACTED] again emailed [REDACTED]:

Dear [REDACTED]

Thank you so much for the productive phone call. I spoke with [REDACTED] after our phone call ended and she was really excited to know we had made so much progress. I have outlined some of her comments/feedback below in red:

Key Discussion Items (Assigned party):

- Check with PPFA if we can use the generic tissue procurement consent or do we need a site-specific IRB approved consent form [REDACTED] [sic] – **Generic Information/Release/Acknowledgement form is acceptable. Please move forward with submission of the attached form to the IRS for approval.** [sic]
- Develop a budget/contract describing the scope of work and approximate time/effort it will take to execute the study. [REDACTED] will send us a sample contract she executed with UT Galveston. [REDACTED] [sic] – **I can't provide this yet as the details of the project that need to be referenced in the contract are still being negotiated. We will need to make specific reference to the fact no remuneration for specimens will occur. Administrative costs only will be included in a budget.** [sic]

<sup>29</sup> Email from [REDACTED] to [REDACTED], Subject: Re: IRB pediatrics BCM, May 20, 2014, 11:12 AM, attachment 9.

<sup>30</sup> Email from [REDACTED] to [REDACTED], cc: [REDACTED], Subject: Pediatrics research proposal – [REDACTED] Baylor College of Medicine, Oct. 20, 2014, 8:34 AM, attachment 10.

<sup>31</sup> Email from [REDACTED] to [REDACTED], cc: [REDACTED], Subject: RE: Pediatrics research proposal – [REDACTED] Baylor College of Medicine, Oct. 20, 2014, 8:42 AM, attachment 10.

- [REDACTED] needs to provide a description of how the tissue should be collected, processed, stored, and transported.

1. RESPONSE [sic]: [REDACTED] would like the fetal cadaveric tissue transported on ice to our site. However, she would like to know if Planned Parenthood would be willing to separate out and send the brain, thymus, spleen and liver and how much would this process cost us? PPGC is unable to dissect the tissue per request. It is also important to understand PPGC performs D&E's so that there's disarticulation versus a whole fetus. [sic]

- Discuss the new gestational age calculation per TX state regulations with [REDACTED]. [REDACTED] will provide us with the new gestation age calculation formula. [REDACTED]

The new state limit is 20 weeks post fertilization so 21.6wks LMP, which is how we calculate and our ultrasound machines are calibrated. Therefore, we could collect samples between 20-21.6wks [sic]

- [REDACTED] would like to have [REDACTED] and her team over for a meeting before the study is ready to get started. RESPONSE: [REDACTED] agrees with the idea. [sic]<sup>32</sup>

#### Draft contract between PPGC and BCM

BCM produced copies of a draft contract with PPGC for the procurement of fetal tissue that were never executed to the Panel. Under the proposed terms, BCM would have been required to pay PPGC \$5,700 for 25 executed informed consents, plus “\$50 staff time expense involved in obtaining consent and relevant study documentation. This includes consents for which no sample is obtained. Planned Parenthood [Gulf Coast] will consent up to 500 patients,”<sup>33</sup> reimbursement of \$100 per-informed consent for sterile procedure room set-up and sample collection, and annual administrative fees of \$2,000 for “Surgical Services and Research Management oversight, consent storage, and supply storage. This list is not all inclusive.”<sup>34</sup> Had the contract been executed, BCM would have paid PPGC up to \$25,000 for 500 consents.

November 17, 2014 email from [REDACTED] to [REDACTED]

On November 17, 2014, [REDACTED] sent [REDACTED] an email, the subject of which was to “Pediatrics Research Proposal – [REDACTED] Baylor College of Medicine – IRB Approval Obtained,” that stated: “First, I would like to thank you for your support through our IRB review process . . . . Our IRB proposal for your outlining the study procedures/objectives is also attached for your reference. Lastly, I submitted the clinical consent you provided for tissue donation (attached) to BCM IRB and it was deemed acceptable for use.”<sup>35</sup>

<sup>32</sup> Email from [REDACTED] to [REDACTED]; [REDACTED], Subject: RE: Pediatrics research proposal – [REDACTED] Baylor College of Medicine, Oct. 20, 2014, 3:10 PM, attachment 11. (emphasis and red highlights in original).

<sup>33</sup> Tissue Supply and Biological Specimen Agreement between Planned Parenthood Gulf Coast, Inc. and Baylor College of Medicine, attachment 12.

<sup>34</sup> *Id.*

<sup>35</sup> Email from [REDACTED] to [REDACTED], Subject: RE: Pediatrics research proposal – [REDACTED] Baylor College of Medicine – IRB approval obtained, Nov. 17, 2014, 10:31 AM, attachment 13.

November 17, 2014 email from [REDACTED] to [REDACTED]

[REDACTED] replied “Thank you!”<sup>36</sup>

Emails demonstrating PPGC knew that BCM IRB approved the fetal tissue research proposal

Multiple email exchanges between [REDACTED] and persons at BCM show that PPGC knew the BCM IRB had approved the proposal. For example: On July 7, 2015, [REDACTED] sent an unknown document to [REDACTED];<sup>37</sup> [REDACTED] replied, “Just to clarify, you would like me to insert specifics on the experiments we plan to perform and replace the highlighted text with that corrected version of our experimental plans?”<sup>38</sup> [REDACTED] stated, “Yes, please insert any language that is pertinent to the project – this was meant to be a reference only.”<sup>39</sup>

Center for Medical Progress videotapes

On July 14, 2015, the Center for Medical Progress (“CMP”) began its release of videotapes obtained during the course of its 30-month long investigation into the sale of fetal tissue by PPGA affiliates to tissue procurement companies.<sup>40</sup> The release of the videos prompted several congressional investigations, and led to the Panel’s creation by the U.S. House of Representatives.<sup>41</sup> The timing behind the start of CMP’s release of its videotapes is relevant in light of how PPGC ended its negotiations with BCM.

October 13, 2015 email from [REDACTED] to [REDACTED]

On October 13, 2015, [REDACTED] sent [REDACTED] an email in which she stated:

Hello [REDACTED] I hope that you are well and had a great weekend.

In light of recent events, do we need to make a change to our contract?

I still very much believe in the value of my NIH funded studies, and would very much like to proceed if this is possible.<sup>42</sup>

November 4, 2015 email from [REDACTED] to [REDACTED]

[REDACTED] did not reply until November 4, 2015, when she stated:

<sup>36</sup> Email from [REDACTED] to [REDACTED] Nov. 17, 2014, 12:01 PM, attachment 13.

<sup>37</sup> Email from [REDACTED] to [REDACTED], Jul. 7, 2015, 4:32 PM, attachment 14.

<sup>38</sup> Email from [REDACTED] to [REDACTED], Subject: RE: Pediatrics research proposal – [REDACTED] Baylor College of Medicine – IRB approval obtained, Jul. 7, 2015, 4:40 PM, attachment 15.

<sup>39</sup> Email from [REDACTED] Jul. 7, 2015, 4:43 PM, attachment 15.

<sup>40</sup> See Center for Medical Progress website, <http://www.centerformedicalprogress.org/human-capital/> (last visited Nov. 2, 2016).

<sup>41</sup> *Supra* note 1.

<sup>42</sup> Email from [REDACTED] to [REDACTED], Subject: RE: Pediatrics research proposal – [REDACTED] Baylor College of Medicine – IRB approval obtained, Oct. 13, 2015, 2:59 PM, attachment 16.

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To clarify: we do not have a valid contract, and I did not offer you a contract. I previously provided some exemplar language that should have been included in any contract regarding fetal tissue with the expectation that BCM Grants and Contracts or a BCM attorney would draft a complete contract for both parties to review.

PPGC will not commit to engage in any fetal tissue research endeavors at this time.

I encourage all academic researchers to escalate their need for donated fetal tissue to their department chair, IRB chairs, chancellors, etc. Academic institutions in Texas cannot remain publically silent regarding their need for donated fetal tissue in research, yet have expectations that research collaboration with Planned Parenthood will remain intact.<sup>43</sup>

#### October 22, 2015 visit by Texas law enforcement to PPGC

On October 22, 2015, nearly a year after PPGC learned that BCM's IRB had given its approval<sup>44</sup> and ██████████ sent her email to ██████████ in which she stated that PPGC would not commit to engage in any fetal tissue research endeavors at this time,<sup>45</sup> representatives of the Texas Department of Public Safety Texas Ranger Division, the House Police Department homicide division, and the Harris County district attorney's office visited PPGC headquarters to investigate allegations that PPGC may have violated Tex. Penal Code 48.02<sup>46</sup> The report refers to PPGC as GCPP.

During the course of this visit, PPGC's attorney introduced the law enforcement representatives to ██████████, who the attorney described as being a "Long time Baylor employee" who "had been instrumental in building the current research program."<sup>47</sup> The Texas Department of Public Safety Texas Ranger Division report stated that:

[PPGC's attorney] advised that the last collected fetal tissue specimen collected by GCPP for a scientific study was on 07-26-2011, for the University of Texas Medical Branch. GCPP was recently approached by the Baylor College of Medicine and Rice University for fetal tissue studies. **The Institutional Review Board had not yet given approval for the Baylor or Rice studies.**<sup>48</sup>

The emails cited above demonstrate that ██████████ and potentially other PPGC officials knew that BCM's IRB had approved the research project, despite representations of PPGC's attorney to Texas law enforcement officials that no IRB approval had been obtained by BCM. In addition,

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<sup>43</sup> Email from ██████████ to ██████████, Subject: RE: Pediatrics research proposal – ██████████ Baylor College of Medicine – IRB approval obtained, Nov. 4, 2015, 2:59 PM, attachment 17.

<sup>44</sup> Attachments 14, 15, 16, 17.

<sup>45</sup> Attachment 17.

<sup>46</sup> See Tex. Dept. of Pub. Safety Tex. Ranger Div., Report of Investigation, attachment 18.

<sup>47</sup> *Id.* at 2, paragraph 3.5.

<sup>48</sup> *Id.* at 4, paragraph 3.17. (emphasis added).

the Panel has learned that the release of the CMP videotapes was the reason that [REDACTED] cancelled the negotiations with BCM, and sent her November 4, 2015 email.

### Potential Violations of Texas Law

#### Prohibition of the Purchase and Sale of Human Organs

The Texas Penal Code makes it a misdemeanor if anyone “**knowingly or intentionally offers to buy, offers to sell, acquires, receives, sells, or otherwise transfers** any human organ for valuable consideration.”<sup>49</sup> Under the statute, “valuable consideration” does not include “a fee paid to a physician or to other medical personnel for services rendered in the usual course of medical practice or a fee paid for hospital or other clinical services,” “reimbursement of legal or medical expenses incurred for the benefit of the ultimate receiver of the organ;” or “reimbursement of expenses of travel, housing, and lost wages incurred by the donor of a human organ in connection with the donation of the organ.”<sup>50</sup>

The statute defines a human organ as “the human kidney, liver, heart, lung, pancreas, eye, bone, skin, **fetal tissue**, or any other human organ or tissue, but does not include hair or blood, blood components (including plasma), blood derivatives, or blood reagents.”<sup>51</sup>

#### False Report to Peace Officer, Federal Special Investigator, or Law Enforcement Employee

The Texas Penal Code likewise makes it a misdemeanor for a person to lie to a law enforcement officer. The law states:

A person commits an offense if, with intent to deceive, he knowingly makes a false statement that is material to a criminal investigation and makes the statement to: . . . a peace officer or federal special investigator conducting the investigation; or . . . any employee of a law enforcement agency that is authorized by the agency to conduct the investigation and that the actor knows is conducting the investigation.<sup>52</sup>

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<sup>49</sup> Tex. Penal Code § 48.02(b). (emphasis added).

<sup>50</sup> Tex. Penal Code § 48.02(c).

<sup>51</sup> Tex. Penal Code § 48.02(a). (emphasis added).

<sup>52</sup> Tex. Penal Code Title 8, § 37.08.

Based on the facts outlined above and the supporting documentation, I urge your office to conduct a thorough investigation into whether PPGC violated these statutes, and, if you agree that such violations occurred, to take all appropriate action. If you have any questions about this request, please contact T. March Bell at (202) 226-9027, [March.Bell@mail.house.gov](mailto:March.Bell@mail.house.gov).

Sincerely yours,



Marsha Blackburn  
Chairman  
Select Investigative Panel

Attachment

cc: The Honorable Jan Schakowsky  
Ranking Member  
Select Investigative Panel