



County of San Diego

DANIEL E. DESOUSA, CAWA
DIRECTOR

DEPARTMENT OF ANIMAL SERVICES
5480 GAINES STREET, SAN DIEGO, CA 92110-2687

OFFICE: (619) 767-2605
FAX: (619) 767-2706
WEBSITE: www.sddac.com
MAIL STOP: H-39

VETERINARIAN-REDUCED FEE SPAY/NEUTER SURGERY AGREEMENT

The County Department of Animal Services is committed to reducing the euthanasia of adoptable and treatable pets in our shelters. As you know, one of the best ways to reduce the number of orphaned pets that enter community animal shelters is to control reproduction by increasing the number of animals that are surgically sterilized.

The availability of reduced fee spay/neuter services can promote pet altering and help us achieve our objectives. To that end, we have developed the “**Veterinarian-Reduced Fee Spay/Neuter Surgery Referral Program**”. Under this program, the Department and other affiliated organizations refer interested pet owners to participating veterinarians who agree to perform spay or neuter surgeries at specified fees. (Participating veterinarians may continue to set their own spay/neuter fees for pet owners who were not referred under this program.)

We are gratified by the overall positive response to this program, and believe it encourages owners to alter their pets and reduces the number of orphaned animals entering community shelters. We are hopeful that this program will continue to present opportunities for a significant number of pet owners and veterinarians to forge mutually beneficial relationships that can help control pet overpopulation and preserve animal health.

Please keep in mind that pet owners residing in cities and communities served by the Department are also eligible to receive up to six spay/neuter coupons valued at up to \$100 each (depending on availability of funds and supplies) to defray the cost of spaying or neutering their pets. These coupons can be accepted by veterinarians throughout the county, and are available from the Spay/Neuter Action Project (619-525-3047 or www.snap-sandiego.org), and any of the three county animal shelters (619-767-2675).

We invite your participation and encourage you to review, complete, and return the enclosed agreement as soon as possible. The program description and list of participating veterinary facilities are available on our website and telephone system, and distributed to our affiliates, following receipt of completed agreements.

If you have any questions, or need additional information, please contact the department at 619-767-2605.

We appreciate your efforts in promoting animal health, and we look forward to hearing from you.

Please return completed agreement via mail, fax or email:

County of San Diego
Department of Animal Services
5480 Gaines St.
San Diego, CA 92110
Attention: Director

Fax:
619-767-2706

Email:
dasinfo@sdcounty.ca.gov



TO PROTECT THE HEALTH, SAFETY AND WELFARE OF PEOPLE AND ANIMALS



REDUCED FEE SPAY/NEUTER SURGERY AGREEMENT

This Agreement is entered into on this _____ day of _____, _____, by and between the County of San Diego, a political subdivision of the State of California, ("County") and _____, ("Contractor") a _____ [indicate type of legal entity e.g., California corporation, California partnership, sole proprietor, etc.].

WHEREAS, the California legislature has found that animal shelters should aggressively promote spay and neuter programs to reduce pet overpopulation (Section 1 (b), (3), Statutes 1998, Chapter 752); and

WHEREAS, County has determined that the availability of reduced fee spay or neuter services can promote pet altering and reduce the birth of unwanted animals, as well as the number of orphaned pets entering community animal shelters; and

WHEREAS, one of the functions of the Department of Animal Services is to foster and encourage a countywide pet spay/neuter program; and

WHEREAS, County has determined that Agreements with private veterinary facilities to spay or neuter dogs and cats at a reduced fee is an appropriate way to make such services available to the community.

NOW, THEREFORE, County and Contractor agree as follows:

1. Services by Contractor

Upon referral by the County Department of Animal Services, the Spay/Neuter Action Project (*SNAP*), a local humane society or public animal shelter, or City in which the Department provides animal control services (collectively, "Referral Entities"), Contractor shall perform feline and canine ovariohysterectomies and castrations at its facility. Contractor shall also provide those services listed in Section 5 below, pursuant to the terms of that section. Referral Entities are under no obligation to make a certain number of referrals to Contractor.

2. Performance to Professional Standards; Complaints

Contractor shall ensure that any person providing veterinary services under this Agreement holds a valid license as required by the State of California and that the license has not expired or been revoked or suspended. Contractor shall also ensure that any premises where veterinary services are provided under this Agreement are registered as required by the State of California. All surgical procedures provided pursuant to this Agreement shall comply with all laws and regulations relating to the practice of veterinary medicine and surgery. Alleged violations may be referred to the Veterinary Medical Board for investigation and possible action.

Contractor shall make a good faith effort to resolve any complaint that may be made by an animal owner who receives veterinary services pursuant to this Agreement.

3. Scheduling

Contractor shall schedule surgeries as nearly as possible in the order in which all animal owners (those seeking reduced fee surgery and those not seeking reduced fee surgery) contact Contractor for appointments. Contractor shall schedule surgeries utilizing their normal surgery schedule and shall not restrict the services provided under this Agreement to fewer days and/or more limited times than Contractor schedules surgeries unrelated to this Agreement. Contractor shall notify County whenever Contractor is unable to schedule surgery within 30 days of Contractor's first contact with an animal owner desiring a reduced fee surgery.

4. Right to Disqualify Animals

Contractor may refuse to perform surgery on an animal if Contractor's examination of the animal reveals a medical contraindication, or if the animal owner failed to pay Contractor for prior services or engages in fraudulent, deceptive, or discourteous conduct. Contractor shall not charge the animal owner for a pre-surgical examination.

5. Charges to Owners

Contractor may charge an amount equal to or less than the fees specified in the following chart for surgery performed pursuant to this Agreement:

MAXIMUM STANDARD FEES	
Cat Neuter	\$55.00
Cat Spay	\$70.00
Dog Spay	
Up to 40 lbs	\$95.00
Over 40 to 70 lbs	\$120.00
Over 70 to 100 lbs	\$155.00
Over 100 lbs	\$185.00
Dog Neuter	
Up to 40 lbs	\$85.00
Over 40 to 70 lbs	\$105.00
Over 70 to 100 lbs	\$125.00
Over 100 lbs	\$145.00

- Fees include pain medicine dispensed to client for patient post surgery. Amount and length of treatment at discretion of the veterinarian.
- If animal is flea infested, flea treatment may be required up to an additional \$12.00.
- E-Collars may be required post surgery at client's expense.

The Maximum Standard Fees listed above also include the costs for postoperative care including suture removal, medication, and hospitalization required as a result of the surgery (except for complications caused by a pre-existing medical condition or an owner's negligence or lack of proper care and attention), but in no case for longer than 14 days following the surgery.

When a dog is delivered for surgery, Contractor shall weigh the animal to determine the correct charge for surgery.

Contractor may add the following fees to those listed in the chart above for the following health conditions:

ADDITIONAL FEES	
Cat in heat:	No additional fee
Dog in heat:	Additional \$40.00
Pregnant cat:	Additional \$15.00 <u>If cat is in third trimester</u>
Pregnant dog:	Additional \$50.00
Cryptorchid:	Additional \$40.00 (Inguinal) Additional \$80.00 (Abdominal)
Umbilical hernia:	\$20.00

Contractor may require the owner to furnish or purchase an e-collar to be worn by the animal during the post-surgery recovery period.

Contractor may offer or recommend pre-op blood work, a comprehensive physical examination, vaccinations, de-worming, bathing, flea control, or other veterinary services. **However, Contractor shall not require any of these services in relation to surgeries performed pursuant to this Agreement. If Contractor recommends or offers any such services, Contractor shall also clearly explain to the animal owner that approval of such additional services and fees is at the discretion of the owner, and that such additional services are not required to meet minimum professional veterinary care standards.**

When an animal is delivered for surgery, Contractor shall advise the animal owner of all charges which may be imposed if the owner fails to pick up the animal by the designated pickup time. If an owner fails to pick up an animal at the designated pickup time, Contractor may charge the owner for boarding the animal at Contractor's normal boarding rates. Contractor's disposition of any abandoned animal shall comply with the provisions of Civil Code sections 1834.5 and 1834.6.

Contractor shall be solely responsible for the collection of all fees and charges provided for herein. Neither County nor the other Referral Entities are in any way responsible for the collection or payment of any such fees or charges.

6. Defense and Indemnification

County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively, "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to the services covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties.

Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Contractor shall also defend and indemnify the other Referral Entities to the same extent that Contractor is required to defend and indemnify the County as specified above.

7. Terms

This Agreement shall be effective when signed by both parties and shall continue in force until terminated by either party pursuant to this agreement.

8. Modification

This Agreement contains the complete understanding of the parties with respect to the subject matter contained herein. Neither party is relying on any other representation, oral or written, prior or contemporaneous to this Agreement. This Agreement supersedes all prior Agreements between the parties hereto relating to spay/neuter surgeries, except any such agreement relating to the surgical sterilization of pets adopted or redeemed from the Department.

Contractor may elect to provide reduced fee spay or neuter surgeries for: (a) all cats and dogs; (b) cats only; or (c) cats and all dogs below a specified weight. Contractor shall initial the appropriate line below and insert the weight limit, if applicable.

(a) All cats and dogs: _____.

(b) Cats only: _____.

(c) Cats and all dogs weighing less than _____pounds:_____.

Except as specified above, this Agreement may be changed only by written amendment signed by both parties.

9. Termination

(a) Convenience. Either party may terminate this Agreement for convenience at any time by giving the other party 10 days' written notice.

(b) Default. Either party may terminate this Agreement for default by giving the other party a written notice of default that specifies how the defaulting party has failed to comply with this Agreement and that provides a period of at least 21 days during which the defaulting party may correct the default. If at the end of the correction period the defaulting party has not corrected the default, the other party may terminate this Agreement immediately upon written notice to the defaulting party. Termination of this Agreement for default shall not relieve the defaulting party of liability for the default. Upon termination for default, the non-defaulting party may pursue all legal and equitable remedies against the defaulting party.

10. Agreement Administration

(a) The Director of Animal Services, 5480 Gaines Street, San Diego, California, 92110, or a designated representative shall represent the County in all matters pertaining to this Agreement and shall administer this Agreement on behalf of the County.

(b) _____ shall represent Contractor in all matters pertaining to this Agreement.

11. Independent Capacity

In the performance of this Agreement, Contractor and its employees and agents shall act in an independent capacity and not as officers, employees, agents or volunteers of County. This Agreement does not create an employment relationship between Contractor and County. Contractor and its employees and agents are not, and shall not be deemed to be, employees of County for any reason.

12. Sale of Veterinary Facility/Change of Ownership

The Contractor will notify the County in writing within 30 days of any change in ownership or sale of Contractor's veterinary facility.

13. Notices

All notices required or allowed to be given under this Agreement may be served personally on the other party at the address listed below, may be sent by U.S. Mail, postage prepaid, addressed as specified below or may be sent by facsimile to the number listed below.

COUNTY:

Attention: Director
County of San Diego
Department of Animal Services
5480 Gaines Street
San Diego, CA 92110

Fax: (619) 767-2706
Email: dasinfo@sdcountry.ca.gov

CONTRACTOR:

Name of Agreement Administrator (please print): _____

Facility Name: _____

Address: _____

City and Zip Code: _____

Phone: _____ Fax: _____

Web Site: _____

Email: _____

14. Annual Review

County agrees to review the terms and fees in this Agreement on an annual basis and to consider different or additional terms and/or fees in light of community interests and changes in the cost of living.

15. Construction

This Agreement shall be construed and interpreted according to the laws of the State of California. The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.

16. No Waiver

The failure of either party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.

COUNTY OF SAN DIEGO

By: _____
Director, Department of Animal Services

CONTRACTOR

By: _____

Print Name

Print Title

By: _____

Print Name

Print Title

[Note: only the person(s) legally authorized to bind Contractor should sign this Agreement. If Contractor is a sole proprietor, the sole proprietor should sign. If Contractor is a partnership, any general partner should sign. If Contractor is a corporation, one person from each of the following 2 groups should sign: (1) Executive Group: President, Vice-president or Chairman of the Board; and (2) Management Group: Secretary, Assistant Secretary, Assistant Treasurer or Chief Financial Officer.]