



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

FREE MEDICAL EXAM AGREEMENT

The County has determined that in the best interest of pets adopted from County Animal Shelters, a relationship be established with local veterinarians for continuing veterinary care. It has also been determined that Agreements with private hospitals and clinics to provide free health examinations is an appropriate method for making this service available to the public.

We therefore, invite your participation, and encourage you to review, complete, and return the enclosed agreement. Upon approval, a copy of the signed agreement, and Free Health Exam List will be provided for your records. This list is also included in our adoption packets.

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

Please return completed agreement (all pages) via mail, or email:

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

Email: dasinfo@sdcountry.ca.gov (Attn: Administrative Secretary)

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

Thank you!



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



**County of San Diego
Department of Animal Services**

FREE MEDICAL EXAM AGREEMENT

WITNESSETH

WHEREAS, the County of San Diego Department of Animal Services (herein after "County") has determined that it is in the best interest of pets adopted from County Animal Care Facilities as well as the general public, that a relationship be established with a local veterinarian for continuing veterinary care; and,

WHEREAS, County has determined that Agreements with private hospitals and clinics to provide such free health examination is an appropriate method for making such services available to the public; NOW, THEREFORE,

COUNTY AND
(Herein after "CONTRACTOR") AGREE AS FOLLOWS to provide the services and to abide by the terms hereinafter described:

1. Services by Contractor

Upon referral by County, Contractor shall perform free health examinations on animals adopted from County at Contractor's facility.

2. Performance to Professional Standards

All examinations hereunder shall comply with the laws and regulations relating to the practice of veterinary medicine and surgery in California. Alleged violations may be referred to the California Veterinary Medical Board for investigation and possible action.

3. Scheduling

Contractor shall schedule examination within the ten (10) day time limit for an animal owner desiring the free exam.

4. Charges to Owners

There will be no charge for the medical examination (including office visit) of the animal. If, upon examination, the animal is found to be suffering from a treatable condition, the Contractor will give the owner an estimate for treatment (which they may accept or decline) or recommend returning the animal to the shelter. If the animal is suffering from an incurable condition, the owner should be encouraged to return the animal to the shelter. In either case, there is no charge for the examination.

Indemnification

- (a) County, its agents, officers and employees shall not be held liable for any claims, liabilities, penalties, fines or for damage to any goods, properties or effects of any person whatsoever, nor for personal injuries to or death of them or any of them caused by or resulting from any negligent acts or omission of Contractor, its agents, employees or representatives, not including liability by reason of acts or omission caused by County, its agents or employees; and Contractor, its agents, officers and employees, shall not be held liable for any claims, liabilities, penalties, fines or for any damage to any goods, properties or effects of any person whatsoever, nor for personal injuries to or death of them, or any of them caused by or resulting from any negligent acts or omission of County, or its agents, employees or representatives, not including liability by reason of acts or omission caused by Contractor, its agents or employees.
- (b) Contractor further agrees to indemnify and save and hold harmless County and its authorizing agents, officers and employees against any of the foregoing liabilities, and County agrees to indemnify and save free harmless Contractor and its authorized representatives and employees against acts or omissions caused by County, its agents or employees and any cost and expenses incurred by the respective parties on account of any claim therefore.

5. Terms of Agreement

- (a) This Agreement shall be effective upon being signed by both parties hereto, and shall continue in force and effect until terminated by either party by providing ten (10) days written notice to the other party. For purposes of this section, notice may be served upon County at the Department of Animal Services, 5480 Gaines Street, San Diego, California, 92110. This Agreement shall supersede all prior Agreements between the parties hereto relating to free medical examinations.
- (b) Notwithstanding the provisions of subsection (a) above, County shall have the authority to terminate this agreement immediately should it be determined by County that its participation in said Agreement is in violation of any law or contravenes the order of any court of competent jurisdiction, or that the County's authority to provide the services herein set forth has been preempted by the State of California.

6. Default of Contractor

This Agreement may be terminated for default if Contractor breaches this Agreement or if Contractor refuses or fails to perform the services under this Agreement or any phase of the services. Termination of this Agreement because of default of Contractor shall not relieve Contractor from liability for such default.

7. Agreement Administration

(a) The Director of the County of San Diego Department 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.

(c) All letters, papers, reports and all other documents shall be sent to the designated representatives at their respective addresses.

8. Independent Contractor

Contractor is for all purposes arising out of this Agreement an independent contractor, and Contractor is not for any purposes arising out of this Agreement an employee of County.

9. Sale of Clinic/Change of Ownership

Contractor will notify County in writing within thirty (30) days of any change in ownership or sale of the clinic.

AGREEMENT SIGNATURE FORM

These Agreements are made and entered into this _____ day of _____, _____, by and between the County of San Diego, a political subdivision of the State of California, hereinafter called **County**, and _____ licensed to practice veterinary medicine in the State of California, hereinafter called **Contractor**.

All services under these Agreements will be performed at:

Name of Facility: _____

Street Address: _____

City, State and Zip Code: _____

Contact Person and Title: _____

Business Phone Number: _____

Email: _____

Website: _____

Veterinarians at Facility: _____

Contractor wishes to execute the following agreement(s) (Check all that apply):

- Free Medical Exam Program
- With noted modification(s): _____

Provide Rabbit Health Exam

In witness whereof the parties hereto have caused this (these) agreement(s) to be executed on the above date.

CONTRACTOR:

**COUNTY OF SAN DIEGO
DEPARTMENT OF ANIMAL SERVICES:**

Veterinarian Signature

Director

Date

Print Name

Please attach your business card here ➡

The Civil Service Commission has made the determination required by Section 78.1 of the Charter of the County of San Diego regarding the employment of an independent contractor to provide services pursuant to this agreement.