Transfer Partner Application and Agreement

Thank you for your interest in becoming a Transfer Partner ("Receiving Agency") with Fort Worth Animal Care and Control ("FWACC")! FWACC is the City of Fort Worth's ("City") only municipal open-admission animal shelter with more than 18,000 pets that pass through our doors annually. We have two shelter locations that house over 600 animals and are almost always operating at capacity. The transfer partner program allows FWACC to transfer animals to partnering organizations who are able to care for and place animals that FWACC may not have the allocated resources or space to care for. We look forward to developing a lifesaving partnership with your organization in the near future. Please let us know any feedback you may have.

Requirements of becoming a Transfer Partner

To become an FWACC Partner, the organization must be a registered **501(c)3 non-profit or municipal organization** who has been in operation for at least **SIX months.**
To complete the onboarding process, the following items must be submitted:

- A completed Partner Application
- Proof of current 501(c)3 status from the IRS
- A copy of one of the three documents:
    - Your organization's Articles of Incorporation;
    - Your organization's Certificate of Formation; or
    - Your organization's Bylaws
- Three professional references, such as:
    - A Veterinarian your organization works with plus;
    - Two municipal shelters your organization has previously pulled animals from

Please fill out the information below:

Organization Name:_____ Date: _____
Phone Number: _____ Fax Number: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Responsible Party Name: _____ Title:_____
Email Address: _____ Website: _____
Alternate Contact Name: _____ Phone Number: _____
Alternate Contact Email Address : _____

Alternate Contact Mailing Address: _____
City: _____ State: _____ Zip: _____
Are you a registered shelter with your state? ☐ No ☐ Yes
Are you a 501©3 Non-Profit Organization? ☐ No ☐ Yes
EIN number: _____

What types of animals are you looking to accept (breed, size, age, species) into your adoption program?
_____
_____
_____

How are animals housed within your organization?
_____
_____

Approximately, how many animals does your organization care for at one time?
☐ Over 50+ animals
☐ 31-50 animals
☐ 16-30 animals
☐ 1-15 animals

What is your main platform for adoptions (off site events, in shelter, foster based, etc.)?
_____
_____

Unless otherwise accepted by you, all animals arriving transferred are spayed or neutered. Do you alter all animals adopted out through your organization prior to adoption? ☐ Yes ☐ No
If "No" Please Explain:
_____
_____
_____

Do you have a foster program? ☐ Yes ☐ No
Are foster homes given a maximum number of animals they can foster? ☐ Yes Qty:_____ ☐ No
Are foster homes screened/inspected? ☐ Yes ☐ No If yes, how often? _____

Please list at least 2 municipal shelters as references that you work with locally:

Reference #1
Group Name _____ Contact Name _____
Email Address _____ Phone Number_____

Reference #2
Group Name _____ Contact Name _____

Email Address _____ Phone Number_____

Reference #3
Group Name _____ Contact Name _____
Email Address _____ Phone Number _____

Each Transfer Partner is required to have an established relationship with a veterinarian for the medical care of animals in their program. Please provide the contact information for the primary veterinarian provider, as this information may be used to verify that appropriate and routine medical care is being maintained.

It is strongly recommended that each animal transferred into your care receive a veterinary evaluation within seven days of transfer. Any animal in need of medical attention should be seen by a vet as soon as possible.

Veterinary Clinic Name: _____
Address: _____
Telephone Number: _____

Please list who is authorized to screen/tag animals for your organization. Only authorized taggers will be allowed to tag on behalf of your organization. A formal request must be submitted to add or remove members. Authorized transporters must present a form of ID at each visit.

1. Name _____ Membership Role: _____
   Address _____ Phone Number _____

2. Name _____ Membership Role: _____
   Address _____ Phone Number _____

3. Name _____ Membership Role: _____
   Address _____ Phone Number _____

4. Name _____ Membership Role: _____
   Address _____ Phone Number _____

Animal Selection

- All animals shall be spayed/neutered, or otherwise discussed with the receiving organization;
- All animals shall be microchipped;
- Age-appropriate vaccinations shall be up to date (Intranasal Bordetella, DAPPV, Rabies)

- Each animal shall be given a general dewormer, and fecal test if symptomatic (and treatment, if positive);
- Each animal shall be up to date on heartworm preventative and flea/tick preventative
- A visual exam shall be conducted to document any injury or illness (including but not limited to: bite wounds, open sores, ocular or nasal discharge, coughing, diarrhea, dermatitis, spay/neuter incision site, lethargy);
- All animals 6 months of age or older shall have a heartworm test and be current on heartworm preventative. Heartworm status will be disclosed.
- Any noted behavior concerns will be discussed with the receiving organization prior to transfer.
- Registered rescue partners will be allowed access to the shelter to screen animals for rescue by scheduling an appointment.

Transfer Partner Agreement

1. The agent signing for the Transfer Partner agrees that he/she is authorized to sign this agreement on behalf of the transfer partner and that his/her signature indicates that the agent has read this contract, understands it, and agrees that the Transfer Partner will comply with its terms.

2. FWACC hereby agrees to transfer ownership of the above referenced animal to the Transfer Partner. As consideration for participation in the FWACC Transfer Partner Program, including the transfer of ownership of animals from FWACC to the Transfer Partner, the Transfer Partner expressly agrees to the terms set forth in the Transfer Partner Agreement.

3. I understand that the City of Fort Worth will not be held responsible for any veterinary or medical expenses incurred after the transfer and that the City of Fort Worth does not guarantee the health or temperament of any animal transferred from Fort Worth Animal Care and Control (FWACC).

4. The Transfer Partner agrees to abide by all state and local laws relating to the care of animals. If the animal being transferred under this agreement is not already altered, I agree to have this animal spayed/neutered within 30 days of this contract (unless otherwise specified by a licensed Veterinarian due to a medical condition). Sterilization of the animal is required under chapter 82 of the Texas Health and Safety Code and a Violation of this chapter is a criminal offense punishable as a Class C misdemeanor. I agree to return proof of sterilization to FWACC 10 days of the animal being altered.

5. I am aware of any medical and/or behavioral waivers this animal may have, and I have fully read and understand said waivers prior to transfer.

6. I also understand that failure to abide by this agreement may affect this Transfer Partner's ability to pull animals from FWACC in the future.

7. The transfer partner agrees to assume legal ownership of every transferred animal until the legal adoption of the animal(s) to a new owner. The Transfer Partner shall be fully liable for all costs associated with the care of and damage done by the animal(s) during the time their organization is the owner of the animal(s). The receiving agency agrees to provide proof of sterilization and report the disposition of each animal to FWACC upon final disposition.

8. Receiving Agency is seeking to adopt out, humanely euthanize, provide end of life care, or offer Sanctuary placement to the animals that the City of Fort Worth is transferring to the Receiving Agency.

9. The Transfer Partner understands that FWACC is an open-door shelter and must euthanize animals when deemed necessary. The Transfer Partner will respect FWACC for accepting this responsibility and the Transfer Partner agrees to abide by FWACC policies regarding this matter.

10. In the event that FWACC receives a complaint against any Transfer Partner, or one of their representatives, the group agrees to assist FWACC in every way possible to rectify the situation immediately. Complaints may include but are not limited to the mistreatment of <u>any</u> animals, violation of this partnership agreement and the illegal practice of veterinarian medication. During FWACC's investigation, a temporary pause in transfer abilities may occur and the Transfer Partner may be required to provide additional information within 48 hours of FWACC's request to assist with the investigation.

    If the complaint is substantiated, it is determined that there was negligence/ intentional mistreatment of animals, or there is a failure to provide requested documentation that allows the concerns to be sufficiently resolved, the partnership may be immediately terminated.

11. The Transfer Partner agrees to address any complaints or concerns regarding FWACC staff or animals be addressed with an FWACC Superintendent or the Outbound Supervisor. This will allow for an expedited resolution and up-to-date communications about FWACC's current policy.

12. FWACC has the final decision in an animal's disposition including whether or not an animal is to be placed with the Transfer Partner.

13. The Transfer Partner agrees to treat all volunteers, staff, partners, all animals, property and the City of Fort Worth with respect and professionalism. The Transfer Partner will take full responsibility of the actions of their fosters, volunteers and representatives. Organization agrees to refrain from the use of both physical and verbal violent behavior, which includes but is not limited to the following:

- Use of threatening or abusive language, profanity, or is intended to be perceived by others to be demeaning, berating, rude or offensive
- Shouting/Yelling/Raising your voice in a way that intimidates others
- Use of racial or ethnic slurs
- Making inappropriate jokes or using insults regarding someone's personal characteristics
- Teasing, name calling, ridiculing or making someone the subject of practical jokes
- Using sarcasm or cynicism as a personal attack on others
- Spreading unsubstantiated rumors or gossip
- Throwing tools, equipment or other items as an expression of anger, criticism, or threat, or in an otherwise disrespectful or abusive manner
- Engaging in any pattern of disruptive behavior or interaction that could interfere with FWACC's mission and/or goals or adversely impact the quality of services.

14. Each Transfer Partner must have and provide veterinarian contact information that they use for treatments of their animals. FWACC may use this contact information to verify the frequency the Transfer Partner seeks medical treatment for the animals transferred under their care to ensure that the appropriate treatment for each animal has been provided.

15. All animals transferred will be seen by a veterinarian for evaluation and treatment within 7 days of receipt of the animal. For animals in need of immediate medical care, they will be transported directly to a veterinary hospital for further treatment or humane euthanasia. Transfer Partners agree to provide any and all medical records upon request. Failure to provide adequate proof of medical care may result in immediate termination of partnership.

16. All Transfer Partners, their boarding facilities and their foster families will maintain their facilities in a clean and sanitary condition and will adhere to the following conditions:

    - The facility must be sound and maintained in good repair in order to protect the animals from injury, contain them and prevent transmission of diseases.
    - The facility must have electricity and potable water.
    - The facility must have provisions for the removal and disposal of all animal and food waste. The excreta must be removed often enough to prevent contamination of the animal, at least once per day.
    - The facility must be operated in a manner that minimizes vermin infestations, odors and disease hazards.
    - Sick or injured animals must be separated from healthy ones.
    - The animals must be protected from cold, hot and inclement weather and direct effects of wind, rain and snow.
    - The primary enclosures must enable the animal to remain dry and clean and protect the animal's feet and legs from injury.

- The cages and kennels must provide enough space for each animal to be in a comfortable position, including standing or lying down.
- All animals must be feed at least once per day and have access to fresh water twice per day for at least an hour.

17. Animals pending Transfer Partner pick-up must be picked up within 24 hours. Pets identified as Urgent must be picked up by 5pm the day they are confirmed tagged and pets identified as Immediate must be picked up by the time decided by the shelter veterinarian or shelter management to prevent pain and suffering. Any exceptions must have the approval of a supervisor or superintendent. Animals not picked up and/or no prior arrangements are not guaranteed to still be available at time of pick up.

18. Receiving Agencies must understand that all tags must be submitted to the shelter via email to FWACCtag@fortworthtexas.gov.

19. FWACC reserves the right to approve, deny, or revoke a scheduled transport if it is determined that the animal's safety or well-being may be at risk due to inadequate transport conditions. FWACC expects all animals to be transported safely and humanely. This includes, but is not limited to:

    - Providing a secure crate or bedding for the animal during transport
    - Ensuring animals are transported individually - either in separate crates or with handlers keeping animals separated in the vehicle
    - Transfer partners are responsible for ensuring they come to the shelter with a leash and collar, preferably a martingale collar.

RELEASE AND INDEMNITY: Transfer Partner agrees to release FWACC, its officers, agents and employees (collectively herein the FWACC) from any and all claims of any nature, including but not limited to claims for bodily injury or property damage to Transfer Partner or its officers, agents and employees, which may be caused by the transferred animal. Transfer Partner further agrees to defend, indemnify and hold harmless the FWACC from any and all claims, lawsuits, or judgments for damages of any nature, including but not limited to damages to property or for personal injury, brought by any person or entity, resulting from Transfer Partner's ownership or possession of the transferred animal, including attorney fees and court costs of any legal action.

CIRDC and Contagious Diseases

The Dallas-Fort Worth Metroplex has seen high numbers of specific illnesses in the dog population, including Canine Infectious Respiratory Disease Complex (CIRDC) and canine parvovirus. These two issues are particularly impacting stray dogs and pets who have never been vaccinated or did not receive all their vaccines. Many of these animals are coming into community shelters. Due to the unknown

history of stray animals, and oftentimes limited information provided with pets surrendered by their owners, shelter staff are unable to determine which animals may be carrying these diseases or which may have immunity or natural protection against these diseases.

FWACC has procedures in place to ensure incoming animals are vaccinated against CIRDC and parvovirus immediately on arrival to the shelters. However, it is possible for animals who are infected but not yet showing symptoms of those illnesses to enter the shelter system. In those cases, receiving the vaccine does not protect them from becoming sick and developing symptoms of CIRDC or parvovirus. These infected animals may appear completely healthy for days to weeks before developing symptoms, or may never have symptoms at all, but could be spreading the disease during this time. This may result in inadvertent exposure of other animals in the shelter until that infected animal begins showing symptoms and is isolated to protect others.

FWACC wants to make our partners aware that we cannot guarantee the health of the pets in our care. We employ veterinarians and veterinary technicians to provide care to sick and injured animals, but we are not a full-service veterinary clinic and therefore have limited diagnostic and treatment capabilities. We make every effort to ensure that your adopted pet is healthy, including providing examinations, vaccinations, deworming, heartworm testing, heartworm and flea/tick preventions, and spay/neuter surgeries for adopted pets. FWACC has a strict policy of disclosing any known medical issues prior to completing transfers or adoptions. Animals with medical issues will have a waiver in their record that details our concerns as well as our limitations in diagnosing and treating those problems, and recommendations to pursue further care with your primary veterinarian if applicable.

Keeping our animals healthy is especially challenging due to the large numbers of incoming dogs, constantly changing animal population, and limitations associated with the capacity, design, and staffing of our shelter. We are committed to providing the best care possible to Fort Worth animals and transparency to our partners/citizens. To this end, we are providing this information to all adopters/partners so they may make informed decisions considering the diseases present in our area.

About Canine Infectious Respiratory Disease Complex (CIRDC)

CIRDC is an umbrella term for contagious respiratory infections in dogs, commonly called “kennel cough” due to its association with dogs living in group settings like boarding kennels and animal shelters. There are several viruses and bacteria that are part of this complex, including canine distemper, canine influenza, canine parainfluenza, canine adenovirus, canine herpesvirus, bordetella, and Streptococcus equi ssp. zooepidemicus (known as strep zoo), and mycoplasma spp. among many others. Some of these infections are mild, causing cold-like symptoms including coughing, sneezing, and discharge from the nose and eyes. Others are more serious and can progress to pneumonia and may be fatal in certain circumstances. Most of these viruses and bacteria primarily impact the upper airways and lungs, though some can affect other body systems (distemper being the prime example). It is impossible to determine the underlying cause of CIRDC symptoms without special testing, and testing every dog is impractical and costly in the shelter setting.

About Canine Parvovirus

Parvovirus (parvo) is a viral infection that primarily affects the gastrointestinal system (stomach and intestines) of dogs. Vomiting, diarrhea, poor appetite, and dehydration are the most common symptoms.

Parvovirus weakens the immune system and causes the sick dog to become extremely susceptible to other infections also. Vaccination is the best way to protect dogs from contracting parvovirus, though young puppies may not be able to respond to the vaccine sufficiently to keep them from getting sick. Appropriate cleaning and disinfection are very important to reduce the likelihood that dogs are exposed to the virus. Parvo is spread from dog to dog via feces and the virus can survive for months to years on surfaces and objects if not appropriately cleaned. Disinfecting places with surfaces like grass, soil and concrete is impossible, so keeping puppies and under- or unvaccinated adult dogs separated from other dogs and out of public places until they are fully vaccinated is essential to keeping them safe and healthy.

Recommendations for Adopters/Transfer Partners

Adopters/Partners who will have other dogs that may come in contact, please ensure all dogs are up to date on their vaccinations, including distemper, parvovirus, influenza and rabies. The distemper and parvovirus vaccine may be listed on your dog's medical record as DA2PP, DAPP, or DHPP. If you are not sure if all dogs have been appropriately vaccinated, we recommend that you consult your primary veterinarian prior to adoption.

Those with puppies in the home should consider temporarily postponing the addition of a new dog. For the health of your puppy/puppies, they should have completed their initial vaccination series as instructed by your personal veterinarian before introducing any new dogs. Puppies are especially at risk with both CIRDC and parvovirus, and we want to make sure your pets are protected prior to introduction.

It is recommended that you should schedule a wellness appointment with their primary veterinarian to have their new pet evaluated.

Newly rescued dogs and puppies should not be taken to public places with high dog traffic such as dog parks, dog friendly restaurants, stores, and other dog friendly attractions until they are fully vaccinated as determined by your primary veterinarian. This is to protect your new dog as well as keep other pets in the community safe.

FWACC is unable to provide ongoing medical care or financial support for adopted/transferred pets. If you have any concerns regarding your new dog or puppy's health after adoption, please seek veterinary care at your primary veterinarian as soon as possible.

The signature below indicates that the potential Receiving Agency has read, understands, certifies that the information stated in this Application is true and correct and that the person signing on behalf of the Receiving Agency is authorized to bind and sign for the Receiving Agency.

_____	_____
Signature of Duly Authorized Representative	Date
_____	_____
Printed Name and Title	Name of Organization – Receiving Agency