



## Delaware Spay & Neuter Program 501(c) (3) Participant Agreement

Organization Name: \_\_\_\_\_

Employer Identification Number (EIN): \_\_\_\_\_

Address: \_\_\_\_\_

Phone/FAX: \_\_\_\_\_

Email Address: \_\_\_\_\_

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

### INSTRUCTIONS

- Complete the Agreement and return with:
  - 1) Copy of Articles of Incorporation
  - 2) Copy of 501(c)(3) IRS Determination Letter
- One signed copy will be returned as approval to participate as a provider.

### AGREEMENT

I understand that for my organization to qualify for spay and neuter procedures under the Delaware Spay & Neuter Program ("the Program"), per Delaware law, the organization must be registered as a Delaware corporation with the Delaware Secretary of State, Division of Corporations, and be in good standing. I further understand that the organization I represent must state in its corporate purpose clause, or in its mission statement, that its activities are devoted to animal rescue, animal welfare, or the humane treatment of animals.

I understand that the organization must be exempt from federal taxation in accordance with Internal Revenue Code § 501(c)(3) [26 U.S.C. § 501(c)(3)]. I further understand that the Spay & Neuter Program is to be used to supplement other funds raised by my organization.

**I understand that funding provided to nonprofits from the Program may only be used for the sterilization of abandoned, free-roaming, homeless, stray, or unwanted cats or dogs that originated in Delaware.** Funds may not be used for owned pets or pets that were transported into Delaware.

I understand that in order to receive funds from the program for sterilization surgeries, my organization must submit a *Request for Funding* to the Program coordinator during the established application periods. I understand requests submitted outside the application period will not be considered. I understand the funds will be awarded based on guidelines established by the administrator, including the capacity of my organization to facilitate the sterilization of animals.

I understand my organization will receive *Certificates for Sterilization* based on the amount of funds awarded to my organization during predetermined allocation periods. I understand only members of my organization may handle *Certificates for Sterilization* and must facilitate the transfer of such certificates directly to a surgery provider prior to a sterilization procure. I understand it is the responsibility of my organization to maintain and keep track of *Certificates for Sterilization* and that that giving certificates awarded to my organization to a person who is not a member of my organization is forbidden and may result in termination from the Program. I understand that surgery providers will not perform procedures under the Program without the *Certificate for Sterilization*.

I understand any certificates that are not used by my organization will become invalid and funding returned to the Spay & Neuter Program Fund.

I understand that, if a pet is not current on their rabies vaccination, one must be administered at time of surgery and that expense will be paid for by the Fund. If my organization administers rabies vaccinations, the veterinarian is required to pay rabies surcharges as required by law and maintain copies of rabies vaccination certificates for a minimum of 12 months after the expiration date of the vaccination.

I understand that this is a voluntary program and Spay & Neuter Program personnel can reassess my participation in the Program at any time. I understand that the organization may be asked to provide additional records and documentation for animals for which vouchers have been used. I understand that termination of my participation can occur at the request of either party, and requires written notification within 15 days prior to the termination.

I certify that I have read, understand and agree with all statements above.

\_\_\_\_\_  
Name (Please print legibly)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Coordinator, OAW

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christina Motoyoshi, Director, OAW

\_\_\_\_\_  
Date



Vouchers may only be used at veterinary clinics and hospitals that charge the nonprofit reimbursement rate. A list of these providers is attached and will be distributed with the quarterly allocation.

SPAY / NEUTER <b>NON-PROFIT</b> REIMBURSEMENT FEES* Effective 8/1/20				
Weight	Female Dogs	Male Dogs	Female Cats	Male Cats
Any Weight	\$ 150	\$ 125	\$ 66	\$ 50
Complication Fee (limited to two (2) per animal)				\$ 50

The reimbursement fees shall cover the following components of procedures within the Program:

- Pre-surgical examination;
- Appropriate anesthesia including pain medication;
- Up to two complications & surgical procedures including estrus, pyometra, pregnancy, obesity, blood work if older than 5 years; cryptorchid; brachycephalic breeds; and extra-large animals (75 lbs. or more).; and
- Post-operative care, including take home pain management & E-collar.

The Spay & Neuter Program will reimburse \$13 for a rabies vaccination, if one is administered. The \$3 rabies vaccination surcharge mandated by law must be deducted from the \$13 reimbursement. The cost shall not be passed along to the client.