



Oregon Humane Society / Destination Agency Transfer Agreement

1. Parties

This Agreement is made by and between: _____, a 501(c)(3) nonprofit organization or municipal agency, incorporated in the State of _____ (the "Source Agency"), with its principal address at _____; and Oregon Humane Society, a 501(c)(3) nonprofit organization, incorporated in the State of Oregon (the "Destination Agency"), with its principal address at 1067 NE Columbia Blvd., Portland, OR 97211.

2. Purpose

The purpose of this Agreement is to establish the terms under which the Source Agency transfers ownership, care, and custody of certain animals (the "Transferred Animals") to the Destination Agency.

3. Ownership, Custody, and Risk of Loss

- a. The Source Agency represents and warrants that it has lawful ownership and authority to transfer the Transferred Animals, including compliance with all applicable stray-hold, surrender, and local or state requirements.
- b. Ownership, care, custody, control, and responsibility for the Transferred Animals shall transfer to the Destination Agency upon physical acceptance of the animals and execution or acknowledgment of the transport manifest by the Destination Agency. Risk of loss shall remain with the Source Agency until such acceptance.

4. Condition of Animals; No Warranties

- a. The Source Agency attests that, at the time of transfer, the Transferred Animals are not demonstrating observable signs of illness and are of sound temperament consistent with the eligibility guidelines approved by the Destination Agency.
- b. The Destination Agency makes no guarantee regarding adoptability, length of stay, medical outcomes, or behavioral outcomes of any Transferred Animal.

5. Intake Discretion

The Destination Agency reserves the sole discretion to evaluate, isolate, quarantine, provide medical or behavioral treatment to, or decline acceptance of any animal upon intake if concerns arise that were not reasonably apparent prior to arrival, including but not limited to concerns related to health, behavior, documentation, or safety.

6. Euthanasia

The Destination Agency shall not euthanize Transferred Animals due to lack of space or to make space for any transported animals. Decisions regarding humane euthanasia for medical or behavioral reasons shall be made in the professional judgment of the Destination Agency based on, among other reasons, illness or behaviors that are so severe the animal is unable to be rehabilitated.

7. Medical, Vaccination, and Eligibility Requirements

The Source Agency agrees to comply with all vaccination, medical, behavioral, eligibility requirements established and records and documentation requirements as set forth by the Destination Agency in Exhibit A – Transfer Vaccination and Eligibility Guidelines, incorporated herein by reference. Failure to comply with Exhibit A requirements may result in denial or suspension of transfers.

8. Infectious Disease Reporting

The Source Agency shall immediately notify the Destination Agency of any confirmed cases of panleukopenia, ringworm, parvovirus, or canine distemper diagnosed within fourteen (14) days before or after the transfer of a Transferred Animal.

9. Standards of Care

For every animal being transported:

- a. Humane standards of care must be followed as outlined in The Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters, Second Edition - December 2022 (<https://jasmcah.org/index.php/jasv/article/view/42/19>);
- b. Animal transport best practices must be followed as outlined in the AAWA Companion Animal Transport Model Best Practices- March 2019 (https://theaawa.org/wp-content/uploads/2023/02/Transport1_Update_March_2019.pdf).

10. Return of Transferred Animals

Source Agency agrees that Transferred Animals may not be transferred back to the Source Agency for any reason without the written consent of Destination Agency. If a return is approved by Destination Agency, such return will be at Source Agency's sole expense.

11. Indemnification

The Source Agency shall indemnify, defend, and hold harmless the Destination Agency, its officers, employees, agents, and volunteers from and against any and all claims, damages, liabilities, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

- c. Any breach of this Agreement by the Source Agency;
- d. Inaccurate or incomplete disclosures regarding the Transferred Animals;
- e. Ownership, stray-hold, or legal defects arising prior to transfer; or
- f. Medical or behavioral conditions existing prior to transfer.

12. Termination and Suspension

Either party may terminate this Agreement upon written notice to the other party. The Destination Agency may immediately suspend or terminate transfers for non-compliance with medical, behavioral, reporting, or documentation requirements.

13. Independent Organizations

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict-of-law principles.

15. Entire Agreement; Amendments

This Agreement, together with Exhibit A, constitutes the entire agreement between the parties and supersedes all prior discussions or agreements. Any amendments must be in writing and signed by authorized representatives of both parties.

16. Signatures

IN WITNESS WHEREOF, the parties have, by their authorized agents, signed and delivered this Agreement as of the date of the last signature below.

SOURCE AGENCY: _____ DESTINATION AGENCY:

Oregon Humane Society

Tax ID#: _____

Tax ID#: 93-0386880

By: _____

By: _____

Print Name: _____

Print Name: Beth Borts

Title: _____

Title: Manager, Admissions & Transport

Dated: _____

Dated: _____

Exhibit A

Transfer Vaccination and Eligibility Guidelines

(Operational policies incorporated by reference; may be updated by Destination Agency with written notice to Source Agency).



Exhibit A

Transfer Vaccination and Eligibility Guidelines

This Exhibit A is incorporated by reference into the Oregon Humane Society / Destination Agency Transfer Agreement (the "Agreement"). Capitalized terms not defined herein have the meanings set forth in the Agreement.

This vaccine protocol was developed by Dr. Steven Kochis, DVM, CAWA, and Chief Medical Officer for Oregon Humane Society in accordance with recommended guidelines published by national leaders in Shelter Medicine.

If your agency has questions regarding this policy, the individual situation of a Transferred Pet or needs approval under this Exhibit A, please contact the Second Chance coordinators (secondchance@oregonhumane.org).

1. General Vaccination Requirements

- a. Vaccination Timing -- All animals must receive required core vaccinations a minimum of five (5) days prior to transport to Destination Agency ("Transfer"), preferably at the time of intake at the Source Agency ("Intake"). Vaccination immediately prior to Transfer is strongly discouraged and requires prior approval from the Destination Agency.
- b. Animals Requiring Vaccination Regardless of Condition -- Animals that are injured, mildly ill, pregnant or nursing must still be vaccinated. While immune response may be reduced, the risk of shelter exposure outweighs the risk of vaccination delay.
- c. Vaccine Handling -- Proper vaccine storage, handling, and administration are vital to ensuring an animal's protection against infectious disease. All vaccines must be stored in a refrigerator maintained between 35°F and 45°F (2°C–7°C) and kept refrigerated until use. Vaccines should never be frozen or exposed to extreme temperatures, sunlight, or fluorescent lighting, and they should be administered no more than 15 minutes after being reconstituted. Animals exposed to improperly stored or expired vaccines may render animals ineligible for transfer.

2. Species-Specific Vaccination Requirements

- a. Dogs and Puppies (4 weeks and older)
 - DA2PP or DA2PLP (modified live) -- Administer subcutaneously on Intake. Puppies to be boosted every 14 days until 16 weeks of age.
 - Bordetella – Administer intra-nasally or orally on Intake.
 - Heartworm testing -- Dogs over six (6) months of age originating from heartworm-endemic states must have a documented negative ELISA SNAP test.
- b. Cats and Kittens (4 weeks and older)
 - FVRCP (modified live) -- Administer subcutaneously on Intake. Kittens to be boosted every 14 days until 16 weeks of age.

HEARTWORM ENDEMIC STATE IS DEFINED AS ANY U.S. STATE WITH 51 OR MORE CASES PER CLINIC, PER YEAR, AS OUTLINED IN THE AMERICAN HEARTWORM SOCIETY'S MOST RECENT HEARTWORM INCIDENCE REPORT.

[HTTPS://WWW.HEARTWORMSOCIETY.ORG/PET-OWNER-RESOURCES/INCIDENCE-MAPS](https://www.heartwormsociety.org/pet-owner-resources/incidence-maps)

3. Records Required for Transfer

a. Medical Records and General Vaccination Requirements -- Complete and accurate vaccination history and any other applicable medical records must accompany each animal upon Transfer. Digital records may be substituted for paper records but must be provided to the Destination Agency no later than forty-eight (48) hours prior to Transfer.

b. Rabies Documentation -- Where required by law, valid rabies vaccination certificates must be provided and must include:

- Clinic name
- Animal identification (species, age, breed)
- Date administered and expiration date
- Vaccine manufacturer and lot/serial number
- Veterinarian signature, printed name, and license number

Please contact the Second Chance Team prior to Transfer if a valid rabies vaccination certificate cannot be provided to discuss the possibility of re-vaccination.

c. Behavioral History --All available behavioral history, including owner surrender information, shelter assessments, staff or volunteer observations, and relevant videos, should be disclosed to Destination Agency. An animal with a known history or a brief profile from your volunteers or staff will be adopted more quickly than those with an unknown past.

4. Infectious Disease Reporting

The Source Agency must immediately notify the Destination Agency by email or phone of any confirmed cases of the following diseases diagnosed within fourteen (14) days before or after Transfer:

- Parvovirus
- Canine distemper
- Panleukopenia
- Ringworm

5. General Behavioral Eligibility Standards (All Species)

Animals must:

- Tolerate handling sufficient for routine examination and husbandry
- Not attempt to bite or pose an unreasonable safety risk to handlers
- Not display fearfulness or reactivity so severe that the animal cannot perform normal daily functions

Animals with known bite histories toward humans are not eligible for Transfer.

6. Species-Specific Eligibility Guidelines

a. Puppies (Five (5) Months and Under)

- All breeds will be considered, but puppies must:
 - o Tolerate examination and handling
 - o Not attempt to bite handlers (typical puppy behavior will be considered)
 - o Not display severe fearfulness or reactivity toward humans or other animals.

b. Adult Dogs (Six [6] Months and Older)

- All adult dogs must:
 - o Tolerate safe handling and examination
 - o Not attempt to bite handlers
 - o Not display severe or unmanageable fearfulness
 - o Be able to walk past another dog on leash without lunging
 - o Weigh under fifty (50) pounds, unless Transfer is pre-approved
- Destination Agency encourages Source Agency to:

- o Perform basic behavior evaluations on all dogs, including a dog-to-dog assessment.
- o Consider that animals that are sensitive to loud noises or fast movements may not be successful in a busy shelter such as Destination Agency. Dogs should be comfortable living in an urban or suburban setting.
- o Reach out to Destination Agency in the event it has questions about an animal's suitability for Transfer and adoption.

c. Kittens (Five (5) Months and Younger)

- Kittens must:
 - o Weigh at least two (2) pounds, unless Transfer is pre-approved
 - o Tolerate handling
 - o Be in good health at time of transfer

d. Adult Cats (Six (6) Months and Older)

- Adult cats must:
 - o Generally be under five (5) years of age, unless Transfer is pre-approved
 - o Tolerate handling and examination
 - o Not attempt to bite handlers
- Cats positive for FIV may be considered with pre-approval

e. Small Animals

Rabbits, guinea pigs, chinchillas, rats, and small birds may be considered when space allows. All must tolerate handling and not pose a bite risk. Pre-approval by Destination Agency is required.

7. Animals with Medical Conditions

Animals requiring ongoing medical or surgical care must be pre-approved by the Destination Agency. Approval may take seventy-two (72) hours or longer. Conditions requiring pre-approval include, but are not limited to:

- Ringworm (minimum one negative culture required)
- Severe demodectic or sarcoptic mange
- Orthopedic injuries, fractures, or amputations
- Significant ophthalmologic conditions (i.e. entropion, ectropion, cherry eye repair, and enucleation)
- Dental disease

8. Animals Not Eligible for Transfer Without Prior Approval

The following animals are not eligible for Transfer unless expressly approved in writing by the Destination Agency:

- Animals showing signs of illness or disease at time of Transfer
- Animals with known human-directed bite histories
- Animals with animal-directed bite history, with or without broken skin, or other aggression resulting in injury to another animal
- Cats that cannot be safely handled and pose a bite risk
- Exotic species including ferrets, reptiles, sugar gliders, or similar species
- Mice

9. Compliance and Updates

Failure to comply with this Exhibit A may result in denial, suspension, or termination of transfer privileges. The Destination Agency may update these guidelines from time to time. Updated versions shall be provided to the Source Agency in writing and shall become effective upon notice.