Memorandum Of Understanding

Between

Veterinarian And Wildlife Rehabilitator

1. Parties. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the veterinarian \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the licensed wildlife rehabilitator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the veterinarian will provide services, diagnostics and/or treatments for the native wildlife in the care of the wildlife rehabilitator.

3. Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for not longer than \_\_\_\_\_\_\_\_\_\_\_\_\_. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or by certified mail to the addresses listed above.

4. Responsibilities of Wildlife Rehabilitator.

1. The wildlife rehabilitator is responsible to maintain licensing/permitting for the native wildlife within their care and to ensure they are in accordance with local, state, and federal regulations.
2. The wildlife rehabilitator is expected to work in accordance with the Wildlife Rehabilitators’ Code of Ethics as established through Standards for Wildlife Rehabilitation as written by the International Wildlife Rehabilitation Council and National Wildlife Rehabilitators’ Association.
3. The wildlife rehabilitator is relied upon to communicate and coordinate veterinary care of wildlife patients in a timely fashion.
4. The wildlife rehabilitator is to follow the direction of the veterinarian and subsequent treatment plans as prescribed per animal and/or protocol. At no point should the wildlife rehabilitator be utilizing prescribed medications for any other animals/protocols outside those originally dictated by the veterinarian.
5. The wildlife rehabilitator is required to remit payment to the veterinarian as established by this MOU.

5. Responsibilities of Veterinarian.

1. The veterinarian agrees to examine and treat the following species of native wildlife: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. The veterinarian will see wildlife at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the designated location is a veterinary clinic, to reduce risk to domestic patients and stress to wildlife patients, the veterinarian and rehabilitator agree on the process of scheduling appointment and/or dropping of wildlife as written: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. The veterinarian will follow the Food Animal Residue Avoidance Databank and will not prescribe medications that may be harmful to humans if animals are lawfully consumed and will be conscientious in regards to medication withdrawal times and the implications of off-label use of medications for wildlife; The Veterinarian will ensure lawful disposal of animals chemically euthanized.
4. The veterinarian will supply the wildlife rehabilitator with copies of the patient’s medical record.
5. The veterinarian is responsible to provide veterinary medical care in the form of
   1. Physical Exams for the fee of: $\_\_\_\_\_\_\_\_\_\_\_\_\_ per animal
   2. Radiographs for the fee of $\_\_\_\_\_\_\_\_\_\_\_\_\_ per view.
   3. Bloodwork (CBC, Chem, PCV/TP) for the fee of: $\_\_\_\_\_\_\_\_\_\_\_\_\_ per sample
   4. Fecal parasitology for the fee of: $\_\_\_\_\_\_\_\_\_\_\_\_\_ per sample
   5. Euthanasia for the fee of: $\_\_\_\_\_\_\_\_\_\_\_\_\_per animal
      1. disposal for the fee of: $\_\_\_\_\_\_\_\_\_\_\_\_\_ per animal
   6. Other \_\_\_\_\_\_\_\_\_\_\_\_\_ for the fee of: $\_\_\_\_\_\_\_\_\_\_\_\_\_ per animal
6. The veterinarian agrees to follow the principles of the Wildlife Rehabilitator Code of Ethics and understands the goal of this partnership is to release animals back to the wild. As such, they will contact the rehabilitator before performing any action, other than euthanasia, that may result in the animal being unreleasable.

6. General Provisions

1. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
2. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The courts of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. Entirety of Agreement. This MOU, consisting of \_\_\_\_\_\_\_\_\_\_\_\_\_, pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
4. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
5. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall insure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party’s performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

7. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Veterinarian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Wildlife Rehabilitator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_