

The Kent County SPCA response to Audit

The Kent County SPCA has provided animal control services to New Castle County Residents under this current contract since 2010. We thank you for the opportunity to explain our issues as they relate to the Vendor Contract with New Castle County Government.

In June of 2012, there was a surprise inspection from Anthony Scannell here at the main campus of KCSPCA and also the rented Kennel Rainbow Kennel. This investigation was presented as a new management team was taking over the operations of animal care. It could not have been requested at a worse time. The KCSPCA asked for the audit to be delayed and scheduled at a more convenient date, but this was not an option.

The timing of the complaints, the investigation, and the subsequent report show some of the complexity of our operation. There are unclear key components of the animal welfare legislation, and interpretation of such legislation varies by person and/or organization. As such, we are a little unclear on requested information from the County.

The current software system in use at the KCSPCA is not without limits, and the old fashion paper trail is meant to provide backup documentation. The question of reliable Shelter Stats is relevant. In 2012, there was challenging operations of Shelter Pro the Shelters software program. This created issues with our website published Statistics. The issue was resolved in the final quarter of 2012, and the entire year was corrected on the website. Moving forward, we are more familiar with the limits of Shelter Pro and have resolved our reports inaccuracy.

I understand that Mr. Scannell had difficulty following the path of some of the dogs, and the reason for the path. Since public safety is very important to Animal Control, animals with aggressive behavior are not offered for adoption. As per our RFP, every animal will have a behavior assessment prior to being offered for adoption. This assessment is a nationally recognized test called the Safer Test. This test provides a basis for food, touch, and animal aggression.

Animals which fail our assessment are offered to our Rescue partners for rehabilitation or adoption from their agency. If no rescue is available, the animals are humanely euthanized. We have developed a checklist for CAPA which will be included in each euthanized animals folder, this should provide clear answers to ensure path process.

Our rescue partners are very important to the KCSPCA, and we utilize every resource to have positive solutions for animals. In fact in 2012, more animals than ever were provided a live release.

There are a couple of questions which arise as a result of investigation. Any clarification from the County would be appreciated.

It appears that the 2010 RFP from the KCSPCA requested \$995,843 per year of service. The amount stated on the 2010 Contract with the County reflects \$866,073. This is a reduction of \$129,770 dollars. I do not see where the RFP or contract reflects the necessary reduction in service with a reduction in contract amount. Is there documents from the County?

Also, the contract does includes rabies enforcement?

The authority and payment for such service is covered by a separate contract with a State Contract with Public Health.

The NCC contract also does not allow for enforcement of County Code Chapter 4?

There was no requirement to hold office or kennel space in New Castle County in either the RFP response or the Contract with the County?

The following is a recommendation from our attorney Steven Schwartz.

We take the position that we are called upon regularly and routinely to prove our compliance with the laws to the Attorney General, to the Secretary of Agriculture, and to the Board of Veterinary Medicine; and that puts KCSPCA to great expense and it channels needed resources away from our mission, to protect animals. We are unwilling to contractually commit to any expansion of our obligations to prove compliance with the law, or to take on an additional costly obligation of having to demonstrate to the County or any other organization that we are in compliance with the law.

What I think we could live with would be a provision in the contract which would read like the following:

KCSPCA represents that its intention is to maintain full compliance with all applicable laws in performing its contractual duties hereunder, to the end that it will indemnify and hold harmless the County from all loss or liability caused to it by any noncompliance on the part of KCSPCA with an applicable statute, regulation or court order in the course of performing its duties hereunder. In the absence of any actual loss or liability to the County, or liability threatened, by reason of litigation instituted against the County by a third party premised on acts of KCSPCA in its performance of this contract, the County shall not have an enforceable right to require KCSPCA to demonstrate its compliance with any applicable statute, regulation or court order. The foregoing notwithstanding, if the U.S. Department of Justice, the Delaware Department of Justice, or any board,

agency, or official having authority over KCSPCA shall institute proceedings in a court of competent jurisdiction or before a regulatory agency resulting in a lawful and final finding from which all appeal rights have been exhausted, that KCSPCA has violated an applicable statute, regulation or court order in the course of performing its contractual duties hereunder, the County may terminate this contract.

The KCSPCA looks forward to providing quality animal control services to New Castle County residents until December 31, 2013. We are happy to continue meeting to determine the wishes of the new Administration in relation to our Vendor Contract.

CAPA Euthanasia Checklist

Behavior Assessment	Pass	Failed
Medical Assessment	Pass	Failed
Foster Home	Available	Unavailable
Rescue	Available	Unavailable
No Sharing Cage	Share	Can't Share
Capacity	Full	Not Full
Animal Manager Signature	Yes	No
Veterinarian Signature	Yes	No