

# ORIGINAL

## AGREEMENT FOR VETERINARY SERVICES #7597

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**THIS AGREEMENT** made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Crossroads Veterinary Hospital, APC, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 694 Pleasant Valley Road, Suite 10, Diamond Springs, CA 95619; (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a contractor to provide veterinary services on an "as needed" basis for animals seized by or otherwise taken into care by County;

**WHEREAS**, Contractor has represented to County that it is licensed to practice veterinary medicine in the State of California and competent to perform the special services described in ARTICLE I, Scope of Services; that it is an independent and bona fide business operation, advertising and/or holding itself out as such; that it is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state, and local laws;

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent contractors as well as authorized by El Dorado County Charter, Section 210 (b)(6) and Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

### ARTICLE I

**Scope of Services:** Contractor will furnish personnel, equipment, materials, and supplies necessary to provide emergency and routine veterinary services as requested by County for animals in County's care. Provision of services by Contractor shall be subject to Contractor's determination that it is able to provide requested services without unreasonably depleting its medical resources, personnel, services, or facilities.

### ARTICLE II

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall cover the period of April 1, 2023, through March 31, 2026.

### **ARTICLE III**

#### **Compensation for Services:**

1. Rates:
  - a. Upon County's review of the results of the full examination, if County determines that the animal needs further necessary services, Contractor shall provide a fee estimate prior to initiation of services to the Manager of Animal Services, or designee. Once an animal is actively receiving services, if Contractor anticipates that the cost of such services may exceed \$500, Contractor shall notify the Manager of Animal Services, or designee within twenty-four (24) hours.
  - b. Any surgical or more detailed medical care will be provided at a discount of 20% off usual and customary prices. Invoices for surgical or detailed medical care services must include a copy of the estimate and a copy of the Manager of Animal Services, or designee's, written authorization.
2. County agrees to pay Contractor within forty-five (45) days of receipt and approval of invoice, per the price defined in Exhibit A, marked "Rate Schedule," incorporated herein and made by reference a part hereof, and/or the price approved by the Chief Animal Control Officer, or designee, for those services not included on the Rate Schedule.
  - a. Notice of rate changes shall be submitted, in writing, to the address noted in the Article title, "Notice to Parties." Said notice shall be provided at least thirty (30) days in advance of a rate change. Upon County of El Dorado's Health and Human Services Agency's (HHSA) written confirmation of receipt of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein.
3. Invoices shall clearly define the date and service(s) provided and appropriate cost of services.

### **ARTICLE IV**

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$81,635.00 for all of the stated services during the term of the Agreement.

### **ARTICLE V**

**Notice to Parties:** Written notice shall be sent to the following addresses:

To County:

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
Attn: Contracts Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

CROSSROADS VETERINARY HOSPITAL, APC  
694 Pleasant Valley Road, Suite 10  
Diamond Springs, CA 95619

Attn: Bhanu Chaudhri

or to such other location as Contractor directs.

#### **ARTICLE VI**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE VII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

#### **ARTICLE VIII**

**Confidentiality:** Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

#### **ARTICLE IX**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services,

but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

#### **ARTICLE X**

**Contractor's Responsibility:** In the event litigation including civil, criminal or administrative proceedings are instituted by any person in any way related to or arising from the provision of services under this Agreement, Contractor agrees to fully cooperate with County in the defense of such proceeding including but not limited to providing full access to all necessary records and files; meeting with County representatives, and appearance and testimony at any such proceeding.

#### **ARTICLE XI**

**Insurance.** Contractor is an independent contractor and shall not be covered by County's insurance. Contractor shall be responsible for determining what insurance is necessary in order to perform the work hereunder and for procuring all coverages that are standard within the industry and required by law. With regard to Workers Compensation, Contractor is responsible for complying with California law. If Workers Compensation is required of Contractor, Contractor shall maintain statutory coverage and Employer's Liability. Contractor shall provide evidence that all required insurance is held upon request by County. Failure of County to demand such certificate shall not be construed as a waiver of the obligation of Contractor to maintain such insurance.

#### **ARTICLE XII**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and



2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

### **ARTICLE XIII**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

### **ARTICLE XIV**

**Termination or Cancellation Without Cause.** Either Party may terminate this Agreement in whole or in part for any reason upon seven (7) calendar days written notice. If such termination is effected, County shall pay for satisfactory services rendered prior to the effective date as set forth in the Notice of Termination and for such other services that County may agree to in writing as necessary for Contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Contract. Upon receipt of a Notice of Termination, Contractor shall - discontinue all services as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

### **ARTICLE XV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Henry Brzezinski, Manager of Animal Services, Health and Human Services Agency, or successor.

### **ARTICLE XVI**

**County Payee Data Record Form:** All independent Contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

### **ARTICLE XVII**

**County Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XVIII**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE XIX**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XX**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

#### **ARTICLE XXI**

**Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

#### **ARTICLE XXII**

**California Levine Act Statement:** Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.


#### **ARTICLE XXIII**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

**ARTICLE XXIV**


**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By:   
Henry Brzezinski (May 26, 2023 18:37 PDT)  
Henry Brzezinski  
Manager, Animal Services  
Health and Human Services Agency

Dated: 05/26/2023

**Requesting Department Head Concurrence:**

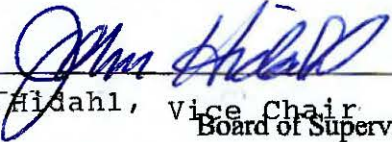
By:   
Olivia Byron-Cooper (May 26, 2023 19:02 PDT)  
Olivia Byron-Cooper, MPH  
Interim Director  
Health and Human Services Agency

Dated: 05/26/2023

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 6/6/23

By:   
John Hildahl, Vice Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson

Clerk of the Board of Supervisors

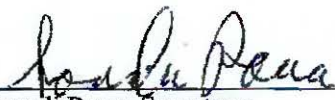
By:   
Deputy Clerk

Dated: 6-6-23

-- CROSSROADS VETERINARY HOSPITAL, APC --

By:   
Bhani Chaudhri, CEO/President  
"Contractor"

Dated: 05/22/2023

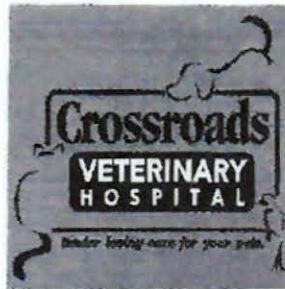
By:   
Sonali Rana, Secretary  
"Contractor"

Dated: 05/22/2023



## **Exhibit A**

### **Rate Schedule**



- \$100 exam fee (\*not included in the 20% discount)  
Exam types: Canine and Feline Spay, Canine and Feline Neuter, Dental Exam with Spay or Neuter, Dental Exam, and After-hours/Emergency
- 20% discount off of basic triage and stabilization, full exam, fluid therapy, injectable medication, and overnight hospitalization for animal brought in for treatment, and/or euthanasia.
- 20% discount off of current surgery rates at the time of service.  
(\*Surgery rates are dependent on the patient's weight.)
- Dental Extractions - Regular priced extractions range from \$25 to \$150 (\*may qualify for 20% discount.)

### **Hours**

Monday through Friday 8 am to 6 pm Pacific Standard Time (PST)  
Saturday and Sundays 8 am to 4 pm PST.

694 Pleasant Valley Rd #10 Diamond Springs CA 95619

Phone 530-642-9504 Fax 530-642-2703

Info@Crossroadsvetdiamondsprings.com

**Crossroads Veterinary Hospital, APC**

**Exhibit B**

**California Levine Act Statement**

**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

\_\_\_\_ YES X NO

If yes, please identify the person(s) by name:  
If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

\_\_\_\_ YES X NO

If yes, please identify the person(s) by name:  
If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

05/22/2023

Date

Bhavana Chauhan

Signature of authorized individual

ZZ Veterinary Corporation

Type or write name of company

Bhavana Chauhan

Type or write name of authorized individual