AGREEMENT FOR VETERINARY SERVICES #7597 AMENDMENT I

This First Amendment to that Agreement for Veterinary Services #7597, is 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 ZZ Veterinary Corp, APC, doing business as Crossroads Veterinary Hospital, a California Corporation, duly qualified to do business in the State of California; whose principal place of business is 694 Pleasant Valley Road, Suite 10, Diamond Springs, California 95619 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide veterinary services, on an "as needed" basis for animals seized by, or otherwise taken into care by County pursuant to Agreement for Services #7597 dated June 6, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of March 31, 2026, for three (3) additional years, amending ARTICLE II, Term;

WHEREAS, the parties hereto desire to amend the Agreement to update the compensation language and billing rates, hereby amending ARTICLE III, Compensation for Services, and adding Amended Exhibit A, marked "Amended Rate Schedule;

WHEREAS, the parties hereto desire to amend the Agreement to retroactively increase the maximum obligation by \$218,365 hereby amending ARTICLE IV, Maximum Obligation;

WHEREAS, the parties hereto desire to amend the Agreement to update ARTICLE V, Notice to Parties, and ARTICLE XV, Administrator;

WHEREAS, the parties hereto desire to amend the Agreement to add ARTICLE XXV, Audit by California State Auditor;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution by both parties hereto of this First Amendment to that Agreement #7597;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #7597 on the following terms and conditions:

1) ARTICLE II, Term, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of April 1, 2023, through March 31, 2029.

2) ARTICLE III, Compensation for Services, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices for services thirty (30) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with ARTICLE I, Scope of Services County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

A. <u>Rates</u>: For the period beginning April 1, 2023, the start date of the Agreement, and continuing through the day before the effective date of this First Amendment to the Agreement, for the services provided herein, the billing rates shall be in accordance with the Exhibit A, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

For the period beginning the effective date of this First Amendment to the Agreement, and continuing through the remaining term of the Agreement, for the services provided herein, the billing rates shall be in accordance with the Amended Rates, set forth in the Amended Exhibt A, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof.

- 1. For non-emergency services costing \$750 or more, and for emergency services costing \$1,000 or more, Contractor must provide an estimate and obtain written authorization from the Health and Human Services (HHSA) Manager of Animal Services, or designee, for treatment of animals under the care of the County shelter. However, stray, injured, or seized animals brought in by HHSA staff, as required under California Penal Code 597.1 (c)(4), must receive necessary treatment as determined by the veterinarian without prior authorization.
- 2. Rates may be updated annually upon written approval, to include electronic communication, from County's Contract Administrator or designee. Rate change requests are subject to written approval by the County Contract Administrator or designee. Contractor shall submit rate change requests in writing to County at least thirty (30) days in advance of a rate change request to include the reason for the change which may include:
 - a. Increases to Contractor's cost of doing business (no more than once per 12 months);
 - b. Rate changes due to state or federal rate changes or billing methodology;
 - c. Changes to staffing levels;

- d. Changes to billing units or budget modifications; or
- e. Other reason which is substantiated by County staff based on the Contractor justification provided.

County acceptance or denial of rate changes will be submitted to Contractor via written notice in accordance with the Article titled "Notice to Parties." In no event shall the maximum obligation of the Agreement be increased.

B. **Invoices**: It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the Health and Human Services Agency (HHSA) invoice template linked online at https://ElDoradoCounty.ca.gov/HHSA-Contractor-Resources, and shall reference this Agreement number on their faces.

Email (preferred method):U.S. Mail:ASinvoice@edcgov.usCounty of El DoradoPlease include in the subject line:Health and Human Services Agency"Contract #, Service Month,
Description / ProgramAttn: Finance Unit3057 Briw Road, Suite B
Placerville, CA 95667-5321

Invoices shall be sent as follows, or as otherwise directed in writing by County:

or to such other location or email as County directs.

3) ARTICLE IV, Maximum Obligation, of the Agreement is amended in its entirety to read as follows:

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$300,000, inclusive of all costs, taxes, and expenses.

4) ARTICLE V, Notice to Parties, of the Agreement is amended in its entirety to read as follows:

ARTICLE V

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows: with a copy to:

COUNTY OF EL DORADO Health and Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 ATTN: Contracts Unit Email: <u>hhsa-contracts@edcgov.us</u> COUNTY OF EL DORADO Chief Administrative Office Procurement and Contracts Division 330 Fair Lane Placerville, CA 95667 ATTN: Purchasing Agent Email: procon@edcgov.us

or to such other location or email as the County directs.

Notices to Contractor shall be addressed as follows:

CROSSROADS VETERINARY HOSPITAL 694 Pleasant Valley Road, Suite 10 Diamond Springs, CA 95619 ATTN: Stephanie Fackrell, Office Manager leadtech@crossroadsvetdiamondsprings.com

or to such other location or email as the Contractor directs.

5) ARTICLE XV, Administrator, of the Agreement is amended in its entirety to read as follows:

ARTICLE XV

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Lynette Stott, Deputy Director, Community Services Division, or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

6) ARTICLE XXV, Audit by California State Auditor, of the Agreement is hereby added in its entirety to read as follows:

ARTICLE XXV

Audit by California State Auditor: Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code \$8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

Except as herein amended, all other parts and sections of that Agreement #7597 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Lynette Stott (May 29, 2025 14:33 PDT)

Dated: 05/29/2025

Lynette Stott Deputy Director, Community Services Division Health and Human Services Agency

Requesting Department Head Concurrence:

Ulit

By: Olivia Byron-Cooper (May 29, 2025 14:39 PDT) Olivia Byron-Cooper, MPH Director Health and Human Services Agency

Dated: 05/29/2025

ZZ Veterinary Corp, APC dba Crossroads Veterinary Hospital

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7597 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Chair Board of Supervisors "County" Dated:

Attest: Kim Dawson Clerk of the Board of Supervisors

By: _____ Deputy Clerk

Dated:

-- ZZ VETERINARY CORP, APC doing business as CROSSROADS VETERINARY HOSPITAL --

By:

Bh L

Bhanu Chaudhri Chief Executive Officer "Contractor"

Dated: 4/13/2025

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By:

Sonali Rana Corporate Secretary

Dated: 413/2025

ZZ Veterinary Corp, APC dba Crossroads Veterinary Hospital

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ZZ Veterinary Corp, APC doing business as Crossroads Veterinary Hospital Amended Exhibit A Amended 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

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Crossroads Vet Hospital

Animal Services OVH and Castration Base Prices

All animal services patients will incur a \$100 examination fee in addition to the rates listed below

OVH w/ 20% Discount

<25lbs \$339.97

26-50lbs \$348.35

51-75lbs \$380.74

76-99lbs \$404.61

>100lbs \$429.97

Castration w/ 20% Discount

<25lbs \$301.66

26-50lbs \$325.26

51-75lbs \$348.04

76-99lbs \$374.90

>100lbs \$419.39

If you would like estimates provided for all prescheduled elective procedures we email estimates the day prior to surgery and will need them signed and emailed back prior to pt arrival or a signed copy brought with pt at drop off.

#7597 Amended Exhibit A