

ORIGINAL

AGREEMENT FOR SERVICES #4735

VETERINARY SERVICES

THIS AGREEMENT 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 Animal Outreach of the Mother Lode, a California Corporation whose principal place of business is 6101 Enterprise Drive, Suite B, Diamond Springs, CA 95619, whose Agent for Service of Process is Maggie Killackey, 6101 Enterprise Drive, Suite B, 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; and

WHEREAS, Contractor has represented to County that it is licensed to practice veterinary medicine in the State of California; and

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

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/or 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 is effective upon final signature by the parties hereto and shall cover the term July 1, 2020 through June 30, 2023.

ARTICLE III

Compensation for Services:

1. County agrees to pay Contractor within forty-five (45) days of receipt and approval of invoice by County, based on costs equal to or less than usual and customary charges, or

per the price approved by the Chief Animal Control Officer or designee for unique services provided.

2. Upon request by County and when feasible by Contractor, Contractor shall provide a fee estimate prior to initiation of services. Once an animal is actively receiving services, if Contractor anticipates that the cost of such services may exceed \$500, Contractor shall notify the Chief Animal Control Officer or designee.
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 \$65,000 for all of the stated services during the term of the Agreement.

ARTICLE V

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 VI

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

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

ANIMAL OUTREACH OF THE MOTHER LODGE
6101 Enterprise Drive, Suite B
Diamond Springs, CA 95619
Attn: Maggie Killackey

ARTICLE VII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE VIII

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 IX

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 X

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.

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

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 XIII

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

ARTICLE XIV

County Business License: 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 Code, Section 5.08.070.

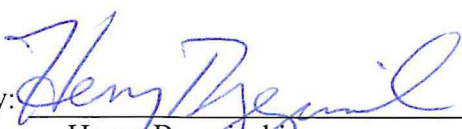
ARTICLE XV

Venue: 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 XVI

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
Manager of Animal Services
Health and Human Services Agency

Dated: 2/20/20

Requesting Department Head Concurrence:

By: 
Donald Semon
Director
Health and Human Services Agency

Dated: 2-25-20

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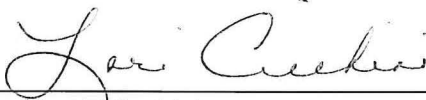
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

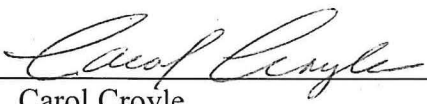
By: 
Purchasing Agent
Chief Administrative Office
"County"

Dated: 3/5/2020

ANIMAL OUTREACH OF THE MOTHER LODGE

By: 
Lori Cicchini
President
"Contractor"

Dated: 2/27/2020

By: 
Carol Croyle
Corporate Secretary
"Contractor"

Dated: 2/27/2020

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ANIMAL OUTREACH OF THE MOTHER LODGE
 RATE SHEET
 July 1, 2020 - June 30, 2021

Exam/Office call:	
(Not Vaccine Clinic)	
Cat	20
Dog	30
Extra surgeries performed at time of spay or neuter (anesthesia included):	
Dogs In heat:	
Level 1	10
Level 2	20
Dogs over 2 years and less than 5 years (male and female)	20
Dogs over 5 years	40
Female dogs who have had litters:	
1 litter	10
2 or more litters	25
Pregnant dogs:	
Level 1	10
Level 2	25
Level 3	40
Obesity:	
Level 1	10
Level 2	20
Level 3	30
Umbilical hernia:	
Level 1	10
Level 2	20
Level 3	30
Very large hernias may get charged a combination of levels to cover for extra time and materials.	
Dewclaws:	
Level 1	10
Level 2	20
Level 3	30

Ovarian cysts:	
Level 1	10
Level 2	20
Level 3	30
Uterine adhesions:	
Level 1	10
Level 2	20
Level 3	30
Prescription Medications:	
Antibiotics	15-30
Anti-inflammatory	15-45
Analgesics	15-45
Other	15-45
Diagnostics:	
Felv test	13
Felv/Fiv test	19
Giardia test	12
Parvo test	18
Heartworm test	10

Service	Cat	Dog <30 lbs	Dog 30-49 lbs	Dog 49-79 lbs	Dog 79-99 lbs	Dog 99> lbs
Anesthesia/Sedation & Monitoring:						
General anesthesia (inhalant)	75	75	75	90	105	120
Sedation (no inhalant)	30	30	40	50	60	70
Injections:						
Antibiotic	15	15	15	20	25	30
Anti-inflammatory	15	15	15	20	25	30
Analgesic	15	15	15	20	25	30
Other	10	10	10	10	15	15
Spay/Neuter Surgical Fees (including anesthesia)						
Spay	30	70	80	90	105	110
Neuter	25	60	70	80	90	100
Surgeries (price does NOT include charge for anesthesia):						
Amputation:						
Front Leg	150	175	200	250	300	500
Hind Leg	150	200	250	350	450	550
Tail - tip	40	65	100	125	150	150

Service	Cat	Dog <30 lbs	Dog 30-49 lbs	Dog 49-79 lbs	Dog 79-99 lbs	Dog 99> lbs
Tail - base	140	165	175	200	250	300
Toe	50	75	100	125	150	175
Abscess treatment:						
Level 1	50	60	60	70	80	100
Level 2	70	75	75	80	90	110
Level 3	85	95	95	100	105	125
Cryptorchid (extra charge in addition to neuter fee; no extra charge for anesthesia):						
Inguinal	20	30	40	50	60	70
Abdominal	40	75	100	125	150	175
Eyes:						
Cherry eye repair	100	115	125	135	145	155
Conjunctival Transplant	200	225	250	250	275	275
Entropion-per eyelid:						
Level 1	35	40	45	55	65	75
Level 2	50	60	65	75	85	95
Level 3	65	70	80	90	100	100
Enucleation	150	165	175	200	225	250
3rd eyelid flap	75	100	100	125	150	175
Nose:						
Rhinoscopy	15	20	25	40	50	60
Ears:						
Foreign body removal	10	15	15	15	15	15
Simple flush	15	20	25	30	40	50
Deep flush	35	40	50	60	70	75
Pinna removal	100	110	120	130	140	150
Canal ablation and osteotomy	400	450	500	550	600	650
Skin:						
Small tumor	35	35	45	55	65	75
Medium tumor	50	70	75	90	105	120
Large tumor	75	75	100	125	150	200
Minor laceration						
Minor laceration	50	60	75	90	105	125
Major laceration						
Major laceration	100	125	150	175	200	250
Foxtail removal (easy)						
Foxtail removal (easy)	25	25	35	45	55	65
Foxtail removal (hard)						
Foxtail removal (hard)	65	75	75	90	105	120

Service	Cat	Dog <30 lbs	Dog 30-49 lbs	Dog 49-79 lbs	Dog 79-99 lbs	Dog 99> lbs
Intestinal:						
Gastrotomy	200	225	250	275	300	350
Enterotomy	200	225	250	275	300	350
Intussusception repair	250	275	300	325	400	450
Bowel resection	250	275	300	325	400	450
Prolapse anus repair	200	225	250	275	300	350
Perineal hernia (per side)	100	175	200	225	300	400
Gen/Urinary:						
Perineal urethostomy	400	400	400	425	450	475
Cystotomy	200	225	250	275	300	350
Splenectomy	200	200	225	250	300	400
Dentistry (plus anesthesia!!!!):						
Scale and polish	100	125	150	175	200	250
Extract incisors	10	15	20	25	30	35
Extract canine tooth	40	60	75	100	125	150
Extract premolars	75	85	100	125	150	200
Extract molars	50	50	60	70	80	90
Extract retained deciduous teeth:						
Level 1	10	10	10	20	20	20
Level 2	20	20	20	30	30	30
Other Services:						
Bandaging - light	15	15	20	25	30	35
Bandaging - large	30	30	40	50	60	70
Splint	50	50	75	85	95	105
Shave	50	75	75	80	95	105
SQ fluids	15	20	25	35	45	55
Euthanasia	35	65	75	100	125	140
Indwelling catheter	50	75	75	75	75	75
IV fluids per liter	25					
Hospitalization	35	45	50	55	65	75
Express anal glands:						
Level 1	10	10	10	10	10	10
Level 2	20	20	20	20	20	20
Treat anal gland abscess	65	75	95	105	115	125
Routine enema	10	15	20	30	40	50
High colonic enema	65	70	75	85	95	105