

# TRANSMITTAL

To:

**THE COUNCIL**

Date: JAN - 2 2014

From:

**THE MAYOR**

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.

*Eric Garcetti*  
*by [Signature]*  
**ERIC GARCETTI**  
Mayor

**BOARD OF  
ANIMAL SERVICES  
COMMISSIONERS**

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**City of Los Angeles**  
CALIFORNIA



**ERIC GARCETTI**  
MAYOR

DEPARTMENT OF  
**ANIMAL SERVICES**  
221 North Figueroa Street  
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**BRENDA BARNETTE**  
GENERAL MANAGER

**JOHN D. CHAVEZ**  
ASSISTANT GENERAL MANAGER

December 18, 2013

Honorable Eric Garcetti  
Mayor, City of Los Angeles  
Room 303, City Hall  
200 North Spring Street  
Los Angeles, California 90012

**SUBJECT: RECOMMENDATION TO CONTRACT WITH ASPCA TO PROVIDE SPAY AND  
NEUTER SERVICES**

At its meeting of December 10, 2013, the Board of Animal Services Commissioners (Board) approved Department recommendations to enter into a contract with the American Society for the Prevention of Cruelty to Animals (ASPCA) for the operation of a spay and neuter clinic at the South Los Angeles Animal Care Center. By a vote of 3-0, the Board approved a motion to:

1. APPROVE a three-year agreement, with three one-year renewal options, substantially in the form as attached, with the American Society for the Prevention of Cruelty to Animals (ASPCA) to operate the South Los Angeles Spay/Neuter Clinic. The agreement incorporates specific changes as recommended by the Board. This approval is subject to the proposer complying with the required Office of Contract Compliance's compliance forms.
2. DIRECT staff to transmit the proposed agreement concurrently to the Office of the Mayor, and the Office of the City Attorney for approval as to form, and subsequently to the City Council, and authorize the General Manager of the Department of Animal Services to execute the subject agreement upon receipt of necessary approvals;
3. DIRECT the Departments of Animal Services and General Services, and the City Attorney, to prepare and execute an operating agreement with a license agreement subject to the terms of the operating agreement.

**BACKGROUND**

The ASPCA's spay/neuter operations serve New York City's five boroughs. Their program began in 1997 and has grown into a 100-person operation with six mobile spay/neuter vans and two spay/neuter clinics. ASPCA states that it has achieved 30,000 surgeries in New York City each of the past five years. Based on ASPCA's experience, they have demonstrated a proven

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Subject: Transmittal to the Mayor's Office  
ASPCA's Operation of a South Los Angeles Spay and Neuter Clinic  
December 18, 2013

track record, and possess the ability to provide spay and neuter services required by the residents in South Los Angeles.

The ASPCA proposes to provide approximately 6,000 sterilizations in its first year and increase this capacity to 8,000 surgeries in the second and third years. The ASPCA will also provide core vaccinations and a complimentary nail trim. ASPCA will offer microchips and flea medication at a subsidized rate. The organization proposes to reserve a maximum 50% of its daily caseload for shelter animals. It also would like to maintain its "holistic" approach to public outreach in Los Angeles by hosting free vaccine events in public parks, offering free visual exams, collars, leashes, flea/tick medication and dog license applications.

The ASPCA target volume is 35 – 40 surgeries per day, five days per week. To meet this demand, the organization would hire a clinic director, veterinarian, veterinarian technician, three senior veterinarian assistants, outreach/transport coordinator, office/medical records assistant, and custodian.

The ASPCA proposes a 50% discount on the Board-approved fee schedule for spay/neuter surgeries for dogs, cats and rabbits from the shelter and those brought in by the public in connection with the City's sterilization programs. It proposes to partially or fully subsidize any fees for spay/neuter surgeries and vaccinations (offered at the time of surgery) for the public not covered by the City's \$30 discount coupon or \$70 certificate.


The Department believes ASPCA's experience, qualifications, business plan, and proposed services bring much-needed benefits to the public, and therefore recommend that ASPCA be awarded the agreement. The Department will work with General Services to develop the proper agreements needed to have a private contractor operate in a City-owned shelter.

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**FISCAL IMPACT:**

There is no impact to the General Fund. Funds to pay shelter animal sterilizations will be used from Fund 842, Animal Sterilization Fund. The amount of the discount off Board-approved fees will free up funding to accomplish more surgeries.

Approved:

  
Brenda Barnette, General Manager for

Attachment

C: Dov Lesel, Assistant City Attorney  
Patricia Whelan, Office of the Mayor  
Ross Pool  
File



**City of Los Angeles  
Department of Animal Services**

**D - R - A - F - T**

**City Agreement Number X**

**WITH The American Society for the Prevention of Cruelty to Animals (ASPCA)**

**To Provide Spay/Neuter and Related Veterinary Services**

At the

**South Los Angeles Animal Care Center  
Spay/Neuter Clinic  
1850 W. 60<sup>th</sup> Street  
Los Angeles, CA 90047**

City Agreement Number     X

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AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES  
AND AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (ASPCA)

FOR THE OPERATION OF THE SPAY/NEUTER CLINIC AT  
THE SOUTH LOS ANGELES ANIMAL CARE CENTER

To City Agreement Number X

THIS AGREEMENT ("Agreement") is entered into as of DATE and will be effective on the date the Office of the City Clerk attests this Agreement ("Execution Date"), between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Department of Animal Services ("Department"), the Department of General Services ("GSD"), and American Society for the Prevention of Cruelty to Animals (ASPCA) which is authorized to do business in the State of California, with regard to the following:

WHEREAS, the Department desires Contractor to continue to provide spay/neuter surgeries and related services at the South Los Angeles Animal Care Center Spay/Neuter Clinic ("Clinic"); and

WHEREAS, the Contractor was selected pursuant to a Request for Proposals ("RFP") issued by the Department on October 4, 2013 to solicit such services, and Contractor submitted a proposal in response to the RFP, met the requirements, and was awarded this Agreement by the Animal Services Board of Commissioners ("Board") on December 10, 2013, and approved by the City Council on DATE, for a three-year contract, renewable at the City's sole discretion for up to three additional years, for a period of up to six years (CF #X); and

WHEREAS, the Contractor will provide spay/neuter services for Care Center cats, dogs, and rabbits (as needed) that are adopted from the Care Center as well as to pets owned by qualifying residents near or in the Los Angeles area; and

WHEREAS, operating the Clinic will continue to augment the Department's ability to provide spay/neuter services to adopters and residents in Los Angeles and benefit the public; and

WHEREAS, the Contractor will accept the fees for spay/neuter surgeries listed herein; and

WHEREAS, GSD provides real estate asset management and related building maintenance and repair services for the City's real property; and the Department provides services related to the care and welfare of animals in the City of Los Angeles, and administers agreements related to providing said services.

NOW THEREFORE, In consideration of the above premises and of the covenants and representations set forth herein, the parties agree as follows:

**Section I. Representatives of the Parties and Service of Notice**

A. The representatives of the parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:

1. The representative of the City shall be the General Manager of the Department, or that person's authorized representative, as follows:

Brenda F. Barnette  
General Manager, Department of Animal Services  
221 North Figueroa Street, Suite 500  
Los Angeles, California 90012

2. The representative of GSD shall be the General Manager of that department, or that person's authorized representative, as follows:

Tony M. Royster  
General Manager, Department of General Services  
111 East First Street, Room 201  
Los Angeles, California 90012

3. The representative of Contractor shall be:

Aimee Christian, Vice President  
ASPCA  
520 8<sup>th</sup> Avenue, 7<sup>th</sup> Floor  
New York, New York 10018

B. Formal notices, demands, and communications required hereunder by any party shall be made in writing and communicated by U.S. mail, fax, or email.

C. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given to the other parties within five (5) business days of said change.

## **Section II. Term**

Unless terminated earlier pursuant to this Agreement or pursuant to termination provisions within the attached exhibits incorporated herein, the term of this Agreement shall be for THREE YEARS, and may be renewed for up THREE additional years at the sole discretion of the Department and GSD. The City intends to exercise the renewal option on the condition that the Contractor's performance reasonably meets the expectations stipulated in this Agreement. The City will not decline to exercise the renewal option arbitrarily and capriciously.

## **Section III. Maximum Payment**

Payment to the Contractor by the City shall not exceed \$500,000 during each of the City's Fiscal Years (defined as July 1 through June 30) or during any 12 months of the Agreement, including the value of discount coupons and free certificates. This provision shall not mean that the City is required to reach or approach this amount.

## **Section IV. License to Use Premises Of Animal Spay Neuter Clinic**

Contractor shall comply with all provisions of the License to Use the Premises of Animal Spay and Neuter Clinic ("License"), attached as Exhibit A, incorporated and made part of this Agreement.

## **Section V. Standard Provisions for City Contracts**

Contractor shall comply with all provisions of the City of Los Angeles' Standard Provisions for City Contracts, (Revised 03/09), ("Standard Provisions"), attached as Exhibit B, incorporated and made part of this Agreement.

## **Section VI. Premises**

The premises covered by this Agreement are the Spay/Neuter Clinic ("Premises" or "Clinic") located at the following location:

South Los Angeles Animal Care Center  
1850 W. 60<sup>th</sup> Street  
Los Angeles, CA 90047

A diagram of the Premises is attached hereto and incorporated herein as Exhibit C.

## **Section VII. Scope of Services**

The Contractor shall be the sole operator of the Clinic and shall operate the Clinic according to all federal, state, and local laws; shall provide spay/neuter services for adopted animals and animals owned by members of the public, and related veterinary medical services; shall provide all staffing, equipment, and supplies; shall obtain all permits, licenses, and registrations required to operate the Clinic; and shall coordinate with Department staff to provide these services, as stipulated herein. In particular, the services to be provided are as follows:

### **A. Surgical Sterilizations**

The ASPCA proposes to perform 6,000 surgeries in Year 1 up to 8,000 in Years 2 and 3.

The Contractor will perform:

1. Spay and neuter surgeries on qualified animals adopted from the Care Center (including dogs and cats eight weeks of age or older, and rabbits). On each day of operation, Contractor shall commit to perform surgeries as follows:

A minimum of five dogs adopted from the Care Center,

A minimum of five female cats (or rabbits, male or female) adopted from the Care Center; Unlimited male cats adopted from the Care Center.

ASPCA will provide core vaccinations and complimentary nail trim.

Contractor shall coordinate with Care Center staff in the event that the Care Center's volume of surgeries exceeds this number during special adoption events or other events, and the Contractor shall make a reasonable effort to accommodate additional spay/neuter surgeries from the Care Center. The Department reserves the right to send animals to off-site veterinarians in the event that CONTRACTOR is unable to accommodate all of the Care Center's spay/neuter needs.

Contractor shall be expected to perform approximately 40 spay/neuter surgeries at the Clinic each day of operation, including animals adopted from the Care Center, as well as dogs and cats brought in by members of the public, and accept all Department discount coupons and free certificates or vouchers and Authority For Expenditure for the service. The organization proposes to reserve up to 50% of its daily caseload for shelter animals.

2. Pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment.
3. Other ancillary medical procedures associated with surgical sterilizations, according to the provisions outlined below:



- a. The Contractor will conform to all surgical standards as required by the California Veterinary Medicine Practice Act (CVMPA).
- b. Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
- c. Animals that are pregnant, in estrus, cryptorchid, or have any other medical condition outside the scope of a healthy animal sterilization, may be surgically sterilized at the discretion of the Contractor's veterinarian. The contractor may charge the adopter an additional fee of \$50 per condition subject to a Cost of Living Adjustment (COLA) increase per each subsequent year of the contract but no sooner than June 1, 2014.
- d. Owners/adopters of animals of advanced age that may require pre-surgical, geriatric blood screening will be notified by Contractor of the additional cost of the screening prior to sterilization.
- e. If during surgery, the animal is discovered to be already sterilized, the same fee shall apply for a standard sterilization.

**B. Microchips**

Contractor shall micro-chip all dogs, cats, and rabbits that are adopted from the Care Centers that are not already microchipped, if mutually agreed upon by the Contractor and adopter, or requested by the Department. Contractor shall charge a fee of \$25.00 per implantation for said microchips, and provide the owner and Department with the microchip number

**C. Licensing**

The Contractor will assist the Department in its efforts to license all dogs within its jurisdiction by providing, along with any other reporting requirements, a monthly report on the dogs entrusted to their care to include the following information:

- Dog's name
- Breed of dog
- Owner's name
- Owner's address and phone number
- Dog's license information

The Contractor shall sell dog licenses or puppy certificates for dogs brought in for veterinary services by persons residing in the City of Los Angeles whose dogs are not licensed. For this service the Contractor will be paid a sum not to exceed \$2.00 or such other amount as determined by the Board of Animal Services Commissioners and approved by the City Council, for each dog license or puppy certificate sold consistent with the guidelines established by the Department. The provision shall exclude dogs that are adopted from the Care Center and sent to Contractor by the Department for spay/neuter or related services as part of the adoption process.

**D. Emergency Medical Treatment**

Contractor shall monitor all animals under its care and control for post-surgical complications and shall provide appropriate post-surgery medical treatment to animals in the event of an emergency related to the surgery, at no additional cost to the City or the pet owner, so long

as such complications are discovered while the animal is under the Contractor's care and control.

The Contractor shall provide appropriate medical treatment to animals in the event of medical emergencies for animals in the care and control of the Contractor. The Contractor will stabilize the animal in the event he or she needs to be transported to another private veterinary hospital, which will be at no additional cost to the City or the pet owner if the emergency is determined to be related to or caused by the sterilization surgery.

Charges for medical emergency treatment for animals in the care and control of the Contractor but not caused as a result of the sterilization by the Contractor, either by the Contractor or at referred veterinary hospitals that are pre-approved by the Department, may be charged to the pet owner, provided the pet owner has approved the treatment in advance via telephone notification.

#### **E. Care of Animals**

1. Contractor's care of animals in its custody shall be in conformance with all federal, state, and local humane laws and statutes. A California-licensed veterinary technician, or equivalent, shall remain on duty following the procedure until each animal's recovery status meets the conditions set forth by the CVMPA to send home with his or her owner or transfer to the care of Care Center staff, depending on where the animal came from.
2. Animals unclaimed by owner(s) at the end of the business day shall be kept overnight at the Clinic, unless determined otherwise by Department staff, while reasonable efforts are made by the Contractor to contact the pet owner. If Contractor does not plan to staff the Clinic after hours, only animals adopted from City of Los Angeles Animal Care Centers may be transferred, at the sole discretion of the Department, to the holding area of the Care Center if not picked up after surgery.
3. All pre-adopted animals shall be released on the day of surgery to their owners. Animals that are not pre-adopted shall be released to the Department at such time as medically safe to do so.

#### **F. Release of Animals**

All animals shall be released to pet owners or adopters with post-operative instructions, including emergency telephone numbers. Should complications occur, the Contractor shall retain responsibility and care for the animal until the complication is abated.

#### **G. Wellness Clinics**

A desire exists for the operation of a Wellness Clinic. When the contract is ratified and the clinic is operational, a contract modification may be negotiated between the parties.

#### **H. Optional Services and Additional Fees to the Public**

The ASPCA shall host free vaccine events in South Los Angeles parks two to three times per year to target animals most at risk of being surrendered to the shelter. The ASPCA will offer free visual exams, rabies and distemper vaccinations for cats and dogs, free spay/neuter appointments, collars, leashes, and flea/tick medication, as well as general pet care informational handouts and issue dog licenses. These outreach events are free to the public and will have no impact on the spay/neuter clinic's operations.

Inasmuch as the Department has vaccine/microchip clinics at its six shelters, and issued an RFP on September 26, 2013 to select a contractor, it is imperative that the ASPCA coordinate any local outreach with this contractor and the Department so that the ASPCA's free vaccine clinics do not infringe on the vaccine/microchip contractor's business.

The Contractor may offer to the public additional services, provided that the written approval is received from the pet owner. Pricing of these services shall be at the Contractor's discretion, subject to Department approval. The Department shall be notified of any price increase 30 days prior to the effective date and must grant approval of said increase. Once approval has been granted the Contractor shall post the increases and notify the public no less than 14 calendar days before the increases become effective. The notice of new prices shall be posted in a conspicuous place in the Contractor's clinic and if applicable, in its online presence and must indicate the effective date. The Department encourages pricing that maximizes the public's ability to obtain needed services for their pets.

## **I. Operational Requirements**

### **1. Maintaining a Written Protocol of Procedures**

Contractor shall maintain at all times an approved written protocol detailing all procedures, including, but not limited to animal handling, vaccination, anesthesia surgery guidelines, and drug inventory. This protocol must be available for review and approval by the Department at the inception of this Agreement and at all times during its term. The Contractor shall post this protocol in a public area at all times.

### **2. Days and Hours of Operation**

Contractor shall provide spay and neuter services a minimum of ~~four~~ five days per week. All hours and days of operation shall be subject to mutual agreement between Contractor and Department, to be coordinated with the Care Center, and shall be prominently posted, clearly visible to the public. Contractor may not change hours and days of operation without prior written approval from the Department; such changes must be announced to the public no less than seven (7) calendar days before they become effective.

Contractor must notify Department of planned closures no less than 14 calendar days before the closure, and must post notice of said closure for public view. In the event that the Contractor's veterinarian will be absent, Contractor may retain the temporary services of an alternate licensed veterinarian to perform surgeries in the absence of the Contractor's veterinarian, subject to Department disapproval. The Department reserves the right to have its own veterinary staff or other veterinarian perform said surgeries if the Contractor's veterinarian is absent.

The clinic will close for holidays (TBD), trainings, staff meetings, and the week between Christmas and New Year's Day.

### **3. Equipment and Supplies**

Contractor shall obtain, at its own expense, all equipment and supplies to be used in the operation of the Clinic, including all medical supplies, medicines, cleaning agents, microchips, tools, anesthesia machines, autoclaves, and any other necessary tools, instruments, supplies, and equipment. Contractor shall maintain in good working order, at its own expense, all equipment used in the operation of the Clinic, and shall ensure that repairs or replacement of equipment does not unreasonably interrupt its services.

Alterations and improvements, capital improvements, and maintenance issues shall be coordinated with, and subject to the approval of, the Department of General Services.

**4. Equipment Purchase Option**

At the end of the term of this Agreement, and upon mutual agreement, Department may purchase from the Contractor, at a mutually-agreed depreciated price consistent with equipment of comparable age and use, Contractor's equipment used in the operation of the Clinic. However, the Department shall be under no obligation to make such purchases.

**5. Cost of Supplies, Services, and Personnel**

The cost of setting up, staffing, maintaining, and performing services under this Agreement shall be the Contractor's sole responsibility.

**6. Licenses and Permits**

Contractor shall obtain at its own expense, the following licenses and permits:

- A current Veterinary Premise License for the Clinic, naming the Contractor's veterinarian as the Managing Licensee, as required by the California Veterinary Medical Board.
- A current Veterinarian License for the Contractor's veterinarian(s), as required by the California Veterinary Medical Board.
- A Controlled Substance Registration Certificate, as required by the U.S. Department of Justice, Drug Enforcement Administration (DEA).
- All other necessary permits to operate the Clinic, including current licenses from the Board of Consumer Affairs, and any other regulatory agencies requiring licensure.

All licenses requiring display will be displayed in a designated area as prescribed by law. Copies shall be provided to the Department. Contractor shall maintain all licenses and permits current throughout the term of this Agreement, and shall not begin services under this Agreement until such licenses and permits are obtained.

**7. Hazardous Waste Disposal**

As used in this Agreement, the term "hazardous waste" shall mean any hazardous or toxic substances, biohazards, medical wastes, sharps, discarded animal tissues or animal carcasses, or other materials or wastes, used or discarded by the Contractor in connection with its operations, which can damage the environment or be harmful to health. Unless otherwise coordinated with the Care Center, Contractor will be solely responsible for disposal of hazardous waste, at its own cost.

**J. Fees and Payments**

**1. Fees for Spay/Neuter Surgeries (for Care Center animals and animals adopted from the Care Centers) Set by Board**

Fees for spay/neuter surgeries paid by the Department are set by the Board; if the Board revises said fees, the Department shall pay the Contractor the revised fees effective on the date of the Board's approval, or as otherwise effected by the Board.

**2. Definitions**

- "Neuter" shall mean "castration." "Spay" shall mean "ovariohysterectomy."
- "Sterilization" and "surgery" refer to the spaying or neutering of an animal. All sterilizations shall include: (a) a physical examination of the animal, (b) all vaccines

and anesthesia that your hospital requires during hospitalization or before surgery, (c) all after-care including suture removal, licking problems, infections, and other normal procedures.

- "Voucher" can be a **\$30 Discount Coupon** or a **\$70 Free Certificate** for Spay/Neuter issued to a Los Angeles resident by the Department for the sterilization of an owned dog or a cat.
- "**Authority for Expenditure (AFE)**" is issued by the Department for specific service on a shelter animal.

### 3. Surgery Discount to Department

Contractor shall give a discount to the Department an amount equal to 50% of Board-approved fees for spay/neuter surgeries performed on Care Center animals and animals adopted from the Care Center. This discount shall result in a net payment equal to the discounted net fee at the 50% discount proposed by Contractor and accepted by the Board, as indicated below:

<b>Surgery</b>	<b>Board-Approved Fee</b>	<b>Contractor shall discount Department</b>	<b>Net Fee At 50% Discount</b>
Male cat	\$60.00	\$30.00	\$30.00
Female cat	\$68.00	\$34.00	\$34.00
Male dog under 50 lbs.	\$60.00	\$30.00	\$30.00
Male dog over 50 lbs.	\$110.00	\$55.00	\$55.00
Female dog under 50 lbs.	\$68.00	\$34.00	\$34.00
Female dog over 50 lbs.	\$118.00	\$59.00	\$59.00
Rabbits (all)	\$65.00	\$32.50	\$32.50

### 4. Spay/Neuter \$30 discount coupons/\$70 free certificates

a. Animal owners will transport their owned animal to the Contractor along with a voucher and pick up the animal from Contractor after service is completed.

b. Coupons/Certificates are non-transferable, are not valid beyond the expiration date printed on them, and must be presented to Contractor at the time of sterilization. Coupon/Certificate may only be used for owned cats and owned dogs, and are not valid for the sterilization of feral cats. Either a discount coupon or free certificate, but not both, may be used per animal per sterilization. Coupon/Certificate cannot be used for any veterinary service other than sterilization, nor in combination with any other program.

c. Contractor may charge a co-payment from an animal owner with a \$30 Discount Coupon. No co-payment or additional fees may be charged to an animal owner with a \$70 free certificate for sterilization including, but not limited to, uterine infection, pregnant or "in estrus" animals, animals with retained testicles, or animals weighing more than 50 pounds.

d. The ASPCA will accept \$30 discount coupons/\$70 free certificates as full payment for surgery. In addition to the sterilization surgeries, ASPCA will administer core vaccinations (rabies and DA2PP or FVRCP), provide an E-collar and pain medication as part of the discount coupon/free certificate package. Ancillary services, such as flea and/or ear mite treatment,

microchips, and antibiotics (prescribed on an as-needed basis) will be provided to clients at cost.

#### 5. Authority for Expenditure (AFE) (for Shelter Animals)

a. Department staff will transport the animal, or in cases of deferred sterilization approved by Department veterinary staff, the animal owner will transport the animal, along with an Authority for Expenditure (AFE).

b. No additional fees or co-payments may be charged for the sterilization of shelter animals, including physical examination, routine hospitalization vaccines and after-care services such as suture removal, licking problems, infections, and other normal procedures. The contractor may charge the adopter an additional fee of \$50 per condition subject to a Cost Of Living Adjustment (COLA) increase per each subsequent year of the contract as determined by the Department. The COLA will also be determined by the Bureau of Labor Statistics in the Department of Labor for the Los Angeles region.

a.

For animals that are obese, geriatric, pregnant, or exhibit uterine infections, in estrus, with retained testicles(s), or hernias, the **Contractor shall obtain prior authorization from the adoptive owner before treatment.** These costs are not an obligation of the Department.

c. Contractor shall obtain prior written authorization from the Department if the animal requires additional medical treatment. If Department does not authorize the additional treatment and Contractor is unable to perform the sterilization, Department staff will retrieve the animal. Contractor shall absorb all costs of treatment provided without prior approval from the Department.

d. If the animal is deemed temporarily unsuitable for sterilization, **Contractor shall obtain prior authorization from the adoptive owner prior to treatment,** and if the owner elects treatment, the fees will be the responsibility of the adopter. The Department shall not reimburse the adopter or Contractor for veterinary fees not authorized by the Department in writing. The owner may elect to return the animal to the Department. Contractor shall notify the Shelter where the animal came from if the owner fails to pick up the animal.

e. For adoption events, animals will be brought in for sterilization with an AFE by Department staff and picked up on the same or following day after the surgery in accordance with the arrangement made between Contractor and Shelter. Contractor will notify the Shelter where the animal came from if an animal is unfit for surgery and the Department will retrieve the animal from the Contractor.

#### 6. Contractor Responsibilities

a. Contractor shall follow the mandates of the California Veterinary Medicine Practice Act.

b. Contractor shall report to the Department all unexpected deaths of shelter animals that occur under the care and control of the Contractor within five business days by submitting a completed Incident Report. A blank Incident Report form is attached as **Exhibit A.**

c. Surgery can be deferred and Contractor shall re-schedule the sterilization, or reject the animal for sterilization if deemed unfit or unhealthy by Contractor.

- d. Contractor shall ensure that the person named on the Coupon/Certificate or AFE is the same person requesting the services, and that the Coupon/Certificate or AFE has not been transferred.
- e. Contractor has a duty to check, within reason, that no more than three Coupon/Certificates or AFEs have been issued for more than three cats or three dogs to any one person or address, and notify the Department of any irregularities.
- f. Contractor shall report any abuse, fraud or suspected abuse or fraud by pet owners.

## 7. Billing and Record Keeping

- a. Upon completion of sterilization, Contractor shall bill the Department for services rendered by using the Department's **online Vet Portal System** available at [anivet.lacity.org](http://anivet.lacity.org). Instructions for the Vet Portal can be located on the website under the "Help" Tab.
- b. The required sections of the Voucher and/or AFE shall be completed by Contractor and mailed to the **Department of Animal Services, 221 North Figueroa Street Room 500, Los Angeles CA 90012, Attn: Accounting Section**. \$30 discount coupon/\$70 free certificate or AFEs submitted without surgery date, veterinarian's name and address and signature will be returned for completion.
- c. Billing must be submitted within 60 days after sterilization services or they will not be honored by the Department. Billings received after the 10<sup>th</sup> of each month will be processed the following month.
- d. \$30 discount coupon/\$70 free certificate and/or AFEs have no face value until Contractor completes the work, certifies by signature that the work is completed, and requests payment in the manner prescribed by the Department.
- e. Original \$30 discount coupon/\$70 free certificate and/or AFEs for surgeries performed by Contractor shall be mailed to the Department of Animal Services. A photocopy of the \$30 discount coupon/\$70 free certificate and/or AFEs shall be retained on file at its facility for a minimum of three (3) years. Signed, completed \$30 discount coupon/\$70 free certificate and/or AFEs shall serve as proof of each service performed and billed to Department.
- f. All payments are subject to the review and approval of Contractor's full documentation and work performance by the Department.
- g. Department will make all reasonable efforts to pay Contractor each month for services rendered in the previous month as long as original invoices and supporting documentation are received on time as indicated herein.

### **SPAY/NEUTER PROGRAMS: DISCOUNT COUPONS, FREE CERTIFICATES AND AUTHORITY FOR EXPENDITURES**

Contractor shall participate in all Department Spay and Neuter Programs of spaying and neutering dogs and cats eight weeks of age or older or two (2) lbs or heavier, by accepting Department discount coupons and free certificates or Authority For Expenditure to perform spay and neuter surgeries on dogs and cats brought in by members of the surrounding communities. The Department will reimburse the Contractor the face value of said coupons,

certificates, and Authority For Expenditures as indicated above.

**The Pre-Release S/N Program** is for dogs and cats adopted from the Department.

The animals are transported by the Department staff to the Contractor for surgery along with the AFE and are picked up from the Contractor by the owner at the designated time set forth by the Contractor. Surgery arrangements are made between Contractor and Shelter based upon number of animals available for sterilization and hours of drop-off to the Contractor's facility.

**The Post-Release S/N Program** is for dogs and cats adopted from the Department which cannot be sent directly for sterilization. The animals are brought to the Contractor by the owner for surgery. The AFE is surrendered by the owner to the Contractor at the time of surgery.

**The Pre-Adoption S/N Program** is for animals that are being sterilized for special events.

The animals are brought to the Contractor by Department staff along with the AFE and picked up on the same or following day after the surgery in accordance with the arrangement made between Contractor and Shelter. Surgery arrangements are made between Contractor and Shelter based upon number of animals available for sterilization and hours of drop-off to the Contractor's facility.

**The Rabbit S/N Program** is for rabbits that are adopted from the Department.

Rabbits are brought to the Contractor by Department staff along with the AFE and picked up by the owner at the designated time set forth by the Contractor. Surgery arrangements are made between Contractor and Shelter based upon number of animals available for sterilization and hours of drop-off to the Contractor's facility.

**The Discount Coupon S/N Program** is for owned dogs and cats and has a value of \$30. Discount Coupons may be used to cover full or partial cost of sterilization off the Contractor's regular cost of sterilization. **The Discount Coupon is for pet owners only—feral cats do not qualify for the programs.**

**The Free Certificate S/N Program** is for owned dogs and cats and has a value of \$70. The Free Certificate covers the full cost of sterilization. There shall be no co-payment or additional fees for sterilization, uterine infections, pregnant and in-estrus animals, animals with retained testicle(s), or animals weighing more than 50 pounds. **The Free Certificate is for pet owners only—feral cats do not qualify for this program**

#### **K. Code of Ethics**

The Contractor shall abide by the following Code of Ethics in providing services under this Agreement.

1. General: The Contractor shall perform services in an ethical and lawful manner. The Contractor shall not utilize medical or surgical techniques that are not approved by the American Veterinary Medical Association (AVMA) nor perform any services that the City has not authorized.



2. **Communication Guidelines:** Communication with the public shall be conducted in a positive, courteous manner.
3. **Harassment or Abuse:** The Contractor's personnel shall not engage in any conduct which would harass, oppress, or abuse any animal owner, Department staff member, or volunteer in connection with the services provided.
4. **False or Misleading Representations:** The Contractor's personnel shall not use any false, deceptive, or misleading representation with regards to the services provided.
5. **Treatment of the Public:** Contractor's personnel shall at all times treat the public with the utmost courtesy.

**L. Quality Control**

**1. Contractor Employee Acceptability**

The Contractor shall immediately remove and replace any of its employees who violate the terms and conditions of this Agreement and upon request of the Department.

**2. Quality Control Plan**

The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of this Agreement are met. Elements may include but are not limited to: number of sterilizations performed by animal, by type of sterilization and by size of animal; number and type of other services performed; number of emergencies by animal by type of emergency; and, number of animals sent to private veterinarians for emergencies. A copy shall be provided to the Department Contract Administrator for review and approvals on this Agreement start date and as changes occur.

**3. Quality Assurance**

The Department Contract Administrator will evaluate the Contractor's performance using such procedures as may be necessary to ascertain Contractor compliance with this Agreement including, but not limited to on-site inspections, photographing interior of the Clinic, and written reports by Department veterinary or contract administration staff; qualified outside inspectors may also be used. The Contractor shall be required to immediately correct all deficiencies found by the Department.

**4. Performance Evaluation**

The Contractor shall meet with the Department Contract Administrator quarterly, or as otherwise agreed, to discuss the Contractor's operations and assess the Contractor's capacity to provide the required services for the Department, to discuss the services provided, and other matters of mutual interest.

**5. Adequate Stock**

Contractor shall maintain an adequate stock of all supplies and materials required for the performance of services, such as drugs, medical supplies, general office maintenance supplies, and clerical supplies, so that services are not unreasonably impacted by a lack of supplies.

**6. Reporting Requirements**

The Contractor shall provide to the Department monthly reports by the 10th day after the end of the month that summarizes the services provided by the Contractor. The

information should include but not be limited to, the number of surgeries performed daily on dogs, cats, and rabbits, including the following:

- a. Selected for adoption by a member of the public prior to spay or neuter procedure.
- b. The number of surgical complications (including unexpected or unintended animal deaths) reported each month and how each case was resolved.

A form may be provided; reports are to be submitted along with the monthly invoices.

**7. Reporting of Unexpected Animal Deaths**

The Contractor shall report to the Department all unexpected deaths of animals under the care and control of the Contractor, within two business days of the death, by submitting a completed Incident Report, attached hereto as Exhibit D.

**Section VIII. Incorporation of Exhibits**

The following Exhibits are hereby incorporated into and made a part of this Agreement:

[TBD]

**Section IX. Order of Precedence**

In the event of any inconsistency between the provisions of this Agreement and/or the Exhibits, the inconsistency shall be resolved by giving precedence in the following order:

[TBD]

**Section X. Entire Agreement**

This Agreement, including Exhibits A through D, constitutes the full and complete understanding between the parties. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**The City of Los Angeles,  
Department of Animal Services**

By \_\_\_\_\_  
Brenda F. Barnette, General Manager

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

**The City of Los Angeles,  
Department of General Services**

By \_\_\_\_\_  
Tony M. Royster, General Manager

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

**APPROVED AS TO FORM:  
MICHAEL N. FEUER, City Attorney**

By \_\_\_\_\_  
Dov S. Lesel, Assistant City Attorney

Date \_\_\_\_\_

**ATTEST:  
HOLLY WOLCOTT, Acting City Clerk**

By \_\_\_\_\_  
Deputy City Clerk

Date \_\_\_\_\_

**CONTRACTOR**

By \_\_\_\_\_  
Print Name: \_\_\_\_\_

Date \_\_\_\_\_

*(second signature required of corporations)*

By \_\_\_\_\_  
Print Name: \_\_\_\_\_

Date \_\_\_\_\_

Los Angeles City Business Tax License Number \_\_\_\_\_

IRS Taxpayer Identification Number \_\_\_\_\_

City Agreement Number   X   \_\_\_\_\_