



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

PERSONAL SERVICES AGREEMENT

For the Operation of a Mobile Spay/Neuter Clinic to
Provide Spay/Neuter Services In Specific Zip Codes

D - R - A - F - T

City Agreement Number: _____

TABLE OF CONTENTS

I	Representatives of the Parties and Service of Notice	3
II	Term	4
III	Amount of Payment	4
IV	Standard Provisions for City Contracts	4
V	Scope of Services	4
	A. Spay/Neuter and Related Services	4
	B. Operations	5
	C. Fees, Billing, and Record Keeping	7
	D. Pre-Release Programs Participation	9
	E. Code of Ethics	9
	F. Quality Control	10
VI	Miscellaneous Provisions	11
VII	Successors and Assigns	11
VIII	Force Majeure	12
IX	Severability	12
X	Disputes	12
XI	Incorporation of Exhibits	12
XII	Entire Agreement	12
	Signature Page	13

PERSONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
SPAY 4LA, INC.

FOR THE OPERATION OF A MOBILE SPAY/NEUTER CLINIC

TO City Agreement Number _____

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into as of 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"); SPAY4LA, INC. ("Contractor"), authorized to do business in the State of California, with regard to the following:

WHEREAS, the City of Los Angeles has found that subsidizing a mobile spay/neuter clinic is a feasible and necessary method of making spay/neuter services accessible to low-income areas, where the number of intact animals tends to be higher, intake rates higher, and where there tend to be fewer "brick and mortar" spay/neuter clinics; and

WHEREAS, the Department has funded this service for years under previous contracts; and

WHEREAS, the Department released a Request for Proposals ("RFP") to enter into a new agreement for three years with three one year options to renew, 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 June 10, 2014 for a one (1) year contract with five (5) one year options to renew; approved by the City Council on [DATE] for a one-year contract, renewable at the City's sole discretion for up to five additional years, for a period of up to six years (C.F. 14-XXXX); and

WHEREAS, the Contractor will provide free spay/neuter surgeries for dogs and cats owned by low-income residents in Los Angeles; and

WHEREAS, the Department will subsidize said surgeries according to the terms of this Agreement, and according to the prices for spay/neuter surgeries incorporated herein.

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

Phone: (213) 482-9558

Fax : (213) 482-9511

2. The representative of the Contractor shall be:

_____, President

SPAY4LA, INC.
4079 Redwood Avenue, Suite B
Los Angeles, California 90066

Sandy Sagastume, Clinic Manager
SPAY4LA, INC.
4079 Redwood Avenue, Suite B
Los Angeles, California 90066

- 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 one (1) year, and may be renewed for up to five (5) additional years. 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. Amount of Payment

The Department will allocate \$500,000 annually for the term of the Agreement during the City's fiscal year (defined as July 1 through June 30) for this service subject to budget allocation and approval by the City Council to pay Contractor. Additional funding may be available but is not guaranteed. Nothing in this section shall require the City to reach or approach the full annual amount.

Section IV. 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 hereto and incorporated herein as Exhibit A. In the event of any inconsistency between the Standard Provisions and this Agreement, the latter shall be deemed to be controlling.

Section V. Scope of Services

The Contractor shall obtain, operate, and maintain a Mobile Spay/Neuter Clinic from which the Contractor will provide free spay/neuter services for animals owned by Los Angeles residents residing in Zip Codes 90003, 90011, 90018 and 90037. Contractor will provide all staffing, equipment, and supplies and will obtain all permits, licenses, and registrations required to operate the Mobile Clinic. In particular, the veterinary services to be provided in Zip Codes 90003, 90011, 90018, 90037, are as follows:

A. Spay/Neuter and Related Veterinary Services

1. Surgical Sterilizations

The Contractor will perform:

- a. Spay and neuter surgeries on all qualified dogs and cats eight weeks of age or older.
- b. Pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment.
- c. Other ancillary medical procedures associated with surgical sterilizations, according to the provisions outlined below:
 - i. The Contractor will conform to all surgical standards as dictated by the California Veterinary Medicine Practice Act (CVMPA).
 - ii. Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
 - iii. Animals that are deemed pregnant or in estrus may be surgically sterilized at the discretion of the veterinarian.
 - iv. Animals of advanced age may require pre-surgical geriatric blood screening.
 - v. If surgical exploration is needed to determine if an animal has already been spayed, surgery shall be deemed performed and the same fee shall apply as if the spay surgery was performed. The invoice will reflect that the animal had already been spayed.

2. 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 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, whether performed by the Contractor or at 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. The time of day, date, the phone number, the name of the person calling and the name of the owner approving the treatment will be recorded by Contractor and made available to the Department upon request.

3. Care of Animals

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 the shelter staff, depending on where the animal came from.

4. Release of Animals

All animals shall be released to pet owners or adopters with post-operative instructions, including emergency telephone numbers which shall be staffed 24 hours. Should complications occur, the Contractor shall retain responsibility and care for the animal until the complication is abated.

B. Operations

1. Vehicle Requirements

Contractor shall obtain, operate, and maintain, at its sole cost, a vehicle appropriately modified and licensed to be the Mobile Spay/Neuter Clinic. Contractor shall maintain said vehicle in top working condition at all times, and shall make all reasonable efforts to ensure that at no time are services impacted by failure of the vehicle to be in top working condition. Contractor shall bear all costs of maintenance, including but not limited to, purchasing or leasing, engine maintenance, routine repairs, fuel, parking, and insurance.

2. Service Locations of Mobile Clinic Operations

Contractor shall be responsible for determining and scheduling the locations of the Mobile Clinic operations. The locations shall be at the Contractor's discretion, subject to Department disapproval, and the services shall be provided in Zip Codes 90003, 90011, 90018, 90037 within the City of Los Angeles. The Department may provide to the Contractor, when feasible, data about where services are needed most, which will be helpful to the Contractor to determine service locations. Although the Department shall make its best effort to provide such information within a reasonable time, the Department shall be under no obligation to provide such information.

3. Days and Hours of Operation

Contractor shall operate the Mobile Clinic an average of five (5) days per week, to be scheduled at the Contractor's discretion, and subject to disapproval of Department. Contractor's hours of operation shall be such that members of the public bringing their animals to the Mobile Clinic are reasonably accommodated for their time. Contractor shall advertise the days of operation at least one month prior, and publish its scheduled days of operation online and by other appropriate media to effectively reach the intended population in Zip Codes 90003, 90011, 90018 and 90037.

4. Equipment and Supplies

Contractor shall obtain, at its own expense, all equipment and supplies to be used in the operation of the Mobile 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 Mobile Clinic, and shall ensure that repairs or replacement of equipment does not unreasonably interrupt its services.

5. Licenses and Permits

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

- A current Veterinary Premise License for the Mobile 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(s), 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. The Contractor will operate the Mobile Clinic according to all federal, state, and local laws.

6. 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.

7. 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.

8. Waste Disposal

- a. Hazardous Waste: 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. The Contractor will be solely responsible for the proper, legal disposal of hazardous waste generated by the Mobile Clinic, at its own cost.
- b. Non-Hazardous Waste: When the Mobile Clinic is parked overnight at a Department shelter, non-hazardous waste, such as office waste, paper, etc., may be disposed of using the shelter's disposal bins.

9. Signage

The Contractor shall place on the Mobile Clinic in a prominent location, signage indicating that the Mobile Clinic is providing services paid for by the City of Los Angeles.

10. Temporary Overnight Parking at Department Care Centers

Subject to available space, Contractor may be allowed to park the Mobile Clinic

overnight at a Department Care Center, in any of said Care Center's available parking area (public parking or employee parking, etc.). The Director of Shelter Operations or person in charge shall make a good faith effort to accommodate the Mobile Clinic. However, Department staff may prohibit said parking if there is a lack of space or in the case of an upcoming special event, or other specific event that will preclude parking availability. In all cases, no guarantee of parking is expressed or implied. Any overnight parking at a Department Care Center shall be by Right to Enter signed by Contractor.

11. Verification of Clients' Residency

To verify that the services provided under this agreement are provided to residents of Los Angeles in Zip Codes 90003, 90011, 90018 and 90037, the Contractor shall establish a protocol to verify clients' residency. Specifically, Contractor shall request each client to provide appropriate proof of residency in the targeted Zip Codes.

C. Fees, Billing, and Record Keeping

1. Fees for Spay/Neuter Surgeries

Fees for spay/neuter surgeries paid by the Department to the Contractor shall be as follows:

Dog spay	\$90
Dog neuter	\$80
Cat spay	\$65
Cat neuter	\$60

Fees shall be effective for the first year of the Contract (i.e. the first twelve months beginning at the date of execution, regardless of calendar year or Fiscal Year). Thereafter, Contractor may request reasonable price adjustments; if Contractor finds it necessary to adjust prices, Contractor shall submit a written request for a reasonable price adjustment to the Department, supported by appropriate documentation to justify the requested adjustment. "Appropriate documentation" shall mean documents such as copies of invoices from the Contractor's vendors, copies of payroll, Contractor's income statement, and/or other documents showing a change in the Contractor's costs of labor and/or materials. The Department shall not consider any request for price adjustments without said documentation. Any price adjustments shall be subject to Board approval, and shall be effective only after said Board approval or as otherwise effected by the Board. Contractor shall not adjust prices without prior written approval of the Board.

2. Invoices

Upon completion of sterilization, Contractor shall bill the Department for services by sending an invoice to the Department of Animal Services, 221 N. Figueroa Street, Suite 500, Los Angeles, California, 90012. Invoices must include the following:

- a. Date of invoice
- b. Name, address, and phone number of Contractor
- c. Invoice number
- d. Quantity, unit price, and description of each service
- e. Dates services were provided
- f. Reference to this Agreement
- g. Total amount payable
- h. Signature of veterinarian
- i. A statement to certify that sterilizations were performed as indicated (or that the animal had already been spayed) and that corresponding proof of sterilization

and clients' residency/income shall be maintained on file by Contractor (as required below). Specific proof of residency used by Contractor shall be maintained on file by Contractor.

- j. Name, address and Zip Code of owner showing client resides in one of the four authorized Zip Codes shall be included with invoice.

3. Payments to Contractor:

City shall pay Contractor as follows:

- a. The amount paid shall be according to the fee schedule above.
- b. Contractor shall remit invoices for the above services to the Department.
- c. All payments are subject to Department review and approval of Contractor's documentation and work.
- d. ~~Invoices received by 3:00 p.m. every first and third Monday of each month will be paid by the following Friday after receiving the invoice. Payment for invoices received after this time may be delayed. [Accounting to provide.]~~

4. Proof of Sterilizations

Contractor shall retain on file at its facility, and at its own cost, documents which shall serve as proof of sterilization. Said proof of sterilization may be in the form of medical records created by the Contractor, application forms, or other documents normally kept on file by the Contractor which clearly identify the animal and bear the client's and veterinarian's signatures verifying that spay/neuter services have been completed to the client's satisfaction.

5. Proof of Client's Residency and Income Eligibility

To verify that funding for this Agreement is used to subsidize spay/neuter surgeries for animals owned by residents of Los Angeles, and in the specific Zip Codes, as intended, Contractor shall retain on file at its facility, photocopies of verification which demonstrate that the client 1) is a resident of Los Angeles, and 2) resides in those specific Zip Codes. Such verification shall include a picture and complete address.

6. Records Retention and Auditing

Contractor shall retain said proofs of sterilization, and clients' residency and income, on file for a minimum of three (3) years, and shall make them available for audit upon reasonable request by City personnel anytime during normal business hours. All invoices sent to the Department for payment must be verifiable against these back-up documents retained by Contractor.

If said back-up documents do not match billing or are not available for audit, Contractor shall refund to the Department any amounts previously paid to Contractor and not verified by said proofs of sterilization, with the following exceptions:

- a. Incomplete or mismatched back-up documents: The Department will pay for sterilizations where names or addresses in back-up documents do not match or are not complete, provided the Contractor obtains a reasonable explanation for the discrepancy or missing documents, agrees with the explanation(s) provided, and records the reason(s) in the back-up documents. Examples of "a reasonable explanation" include: recent relocation of household, animal license and utility bill listed in names of different members of the same household, and [TBD] **In all**