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# City of Los Angeles

CALIFORNIA



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INTERIM ASSISTANT GENERAL MANAGER

June 22, 2017

Honorable Eric Garcetti, Mayor  
City of Los Angeles  
200 N. Spring Street, Room 303  
Los Angeles, CA 90012

Honorable City Council  
c/o Office of the City Clerk  
City Hall, Room 395  
Los Angeles, CA 90012

Attention: Ms. Mandy Morales, Office of the Mayor

**RE: APPROVAL OF AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND  
WESTERN UNIVERSITY OF HEALTH SCIENCES, COLLEGE OF VETERINARY MEDICINE  
FOR OPERATION OF EAST VALEY SHELTER SPAY/NEUTER CLINIC**

**Recommendation for Council Action, subject to the approval of the Mayor:**

- AUTHORIZE Los Angeles Animal Services to execute an agreement with Western University of Health Sciences, School of Veterinary Medicine (Western University) per the attached documents to operate the East Valley Shelter Spay/Neuter Clinic.

**SUMMARY:**

This letter replaces prior letter, dated June 8, 2017, CF No. 17-0659, for the purpose of changing the date of transmittal from June 8, 2017 to June 22, 2017.

At its meeting on June 13, 2017, the Board of Animal Services Commissioners considered and approved an item regarding the execution of an agreement between the City of Los Angeles and Western University College of Health Sciences School of Veterinary Medicine to operate the East Valley Shelter Spay/Neuter Clinic. This agreement to operate the clinic builds upon an existing relationship between Los Angeles Animal Services Department and Western University allowing students to participate in operation of a clinic. Western University proposes four service categories: 1) Affordable Spay and Neuter, 2) Low Cost Veterinary Wellness, 3) Low Cost

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Vaccine Clinics, 4) Community Outreach and Advocacy, and 5) and assist in selling dog licenses for those residing in the City of Los Angeles..

#### **BACKGROUND:**

Designs for five of our six animal care shelters opened during the past decade include space for a veterinary clinic within the shelter. The intent was to co-locate a private veterinary clinic within a City shelter to facilitate adoptions and raise the shelter's profile as the best place to adopt animals and for general, low-cost veterinary care. The East Valley Shelter clinic was opened in 2010 and the East Valley clinic was operated by SNP|LA from 2011 until August 2016 when SNP LA withdrew its proposal to continue operating the clinic. The Department reissued the Request for Proposals and Western submitted a proposal that was selected in January 2017. The Department and Western have been negotiating and developing terms and meeting requirements per the attached agreement. Western is a strong, experienced, and well-run organization that is able to commit a substantial amount of resources to ensure the success of the clinic. East valley is one of the areas in the City with the greatest need for low-cost animal services. The East Valley Shelter is also one of the busiest shelters in the City. These factors provide an ideal training and service environment. The benefits of this cooperative approach are expected to grow and develop as the contract continues.

Western University has been in operation since 1998 and currently operates the Pet Health Center on campus in Pomona, Ca, which provides veterinary services to the local community. Staff has performed over 45,000 pet sterilizations and has worked with several organizations including the ASCPA and Best Friends Animal Society.

#### **FISCAL IMPACT:**

There is no fiscal impact to the General Fund.

*Brenda F. Barnette*

Brenda F. Barnette  
General Manager

cc: Ryan Carpio, Office of the Mayor  
Mandy Morales, Office of the Mayor



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

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

WITH WESTERN UNIVERSITY OF HEALTH SCIENCES COLLEGE  
OF VETERINARY MEDICINE  
To Provide Spay/Neuter and Related Veterinary Services

At the

**East Valley Animal Shelter  
Spay/Neuter Clinic  
14409 Vanowen St  
Van Nuys CA 91405**

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

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PERSONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES  
AND WESTERN UNIVERSITY OF HEALTH SCIENCES  
COLLEGE OF VETERINARY MEDICINE

FOR THE OPERATION OF THE SPAY/NEUTER CLINIC AT  
THE EAST VALLEY ANIMAL SHELTER

To City Agreement Number \_\_\_\_\_

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, 2017, upon attestation by the Office of the City Clerk ("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 Western University of Health Sciences College of Veterinary Medicine ("Contractor") which is authorized to do business in the State of California, with regard to the following:

WHEREAS, the Department desires Contractor to provide spay/neuter surgeries and related services at the East Valley Animal Shelter Spay/Neuter Clinic ("Clinic"); and

WHEREAS, the Contractor was selected pursuant to a Request for Proposals ("RFP") issued by the Department on November 4, 2016 to solicit such services, and Contractor submitted the only proposal in response to the RFP, which proposal was dated December 15, 2016, met the requirements, and was awarded this Agreement by the Animal Services Board of Commissioners ("Board") on June 13, 2017, according to the terms of the RFP; and

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

WHEREAS, the Contractor also wishes to develop a shelter medicine teaching program at the clinic for its 3<sup>rd</sup> and 4<sup>th</sup> year veterinary students; and

WHEREAS, operating the Clinic will 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; and

WHEREAS, the Contractor shall also execute the license agreement attached as **Exhibit A** and shall be subject to the terms of the license agreement; and

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 600  
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:

Philip Nelson, DVM, BS, PhD  
Western University of Health Sciences College of Veterinary Medicine  
309 East 2nd Street  
Pomona, California 91766-1854

**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.

**D. Definitions**

- "Authority for Expenditure (AFE)" is a document issued by the Department for a specific service on a shelter animal.
- "Day of Operation" shall be defined as any day the clinic is open for business as advertised under this agreement and shall include spay and neuter days, wellness, or other days.
- "D-Voucher" shall include a \$30 Cat Discount Coupon or \$50 Dog/Rabbit Discount Coupon for Spay/Neuter issued to a Los Angeles resident by the Department for the sterilization of an owned cat, dog, or rabbit.
- "F-Voucher" shall include a \$70 Cat Free Certificate or \$125 Dog/Rabbit Free Certificate for Spay/Neuter issued to a Los Angeles resident by the Department for the sterilization of an owned cat, dog, or rabbit.
- "Neuter" shall mean "castration."
- "Provider" shall mean participating veterinarian.
- "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.

**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 from \_\_\_\_\_ 1, 2017 to June 30, 2020, and may be renewed for up to two additional years (via one year extensions) 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.

### **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. This allocation shall not mean that the City is obligated or required to provide the total maximum amount of \$500,000 or any set amount in any agreement or fiscal year, or for the full term of this Agreement, but is subject to the availability of funds in the Animal Sterilization Fund of the City of Los Angeles, and to the Contractor's demonstrated capacity to provide mobile spay/neuter services as determined by the Department. The Department expects the Contractor to sterilize a minimum of 6,000 dogs and cats per year, once full service is reached.

### **Section IV. License to Use Premises of the 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 attached in **Exhibit C**:

East Valley Animal Shelter  
14409 Vanowen Street  
Van Nuys CA 91405

### **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, as described herein; 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 Contractor shall:

1. A. Perform spay and neuter surgeries on all shelter animals provided by Department during each day of operation and shall reserve an adequate portion of its daily surgeries for shelter animals.

The number of animals provided by the Department each day will fluctuate depending on need. A typical day may include the following animals provided by the Department:

Animal	Typical Daily Minimum:
Dogs (any breed, size, or gender)	Ten
Female Cats (any breed or size over 2.5 lbs.)	Five
Male Cats (any breed or size over 2.5 lbs.)	Unlimited
Rabbits (any breed, size, or gender)	Two

1. A. Perform spay and neuter surgeries on all shelter animals provided by Department during each day of operation and shall reserve an adequate portion of its daily surgeries for shelter animals.
  - B. Coordinate with Department during special events or other occurrences, or when shelter animal occupancy increases near to or meets its capacity. Contractor will make reasonable efforts to accommodate additional surgeries if requested by Department.
  - C. Not reject Department animals without just cause notified to and supported by Shelter staff.
  - D. Perform an approximate estimate of 40 surgeries per day consisting of both shelter animals and animals from the public.
2. Perform pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment.
3. Perform 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.
  - D. Owners of older animals that may require pre-surgical, geriatric blood screening may be referred to a private veterinarian prior to sterilization at Contractors discretion.
  - E. If during surgery, the animal is discovered to be already sterilized, the same fee that would have been charged for a standard sterilization shall be charged.

## B. Microchips

For dogs, cats or rabbits brought in to the Clinic by the public, Contractor shall offer microchips at a price listed on Contractor's price schedule and subject to Department approval. Contractor shall provide the owner (for owned animals) and Department (for shelter animals) with the microchip number. Contractor shall also provide the Department with the microchip number and owner information for the owned animals.

### **C. Licensing**

The Contractor will make reasonable efforts to 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 for sterilization to include the following information:

- Dog's name
- Breed of dog
- Owner's name
- Owner's address and phone number
- Dog's license information or lack thereof
- Microchip information

The Contractor shall inform dog owners that a license is required by law and encourage and assist owners to obtain a license and attempt to 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 \$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. This Section C shall exclude dogs that are adopted from the Shelter 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 and are determined to be normally-anticipated complications of surgical sterilization. However, Contractor shall not be liable for complications due to prior illness or conditions that are not directly related to surgical procedures, and may charge the City (or the owner) for such aftercare if these conditions could not have been reasonably determined before surgery.

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 the animal 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, as described in the Contractor's consent form authorizing spay/neuter surgery.

### **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 Shelter staff, depending on where the animal came from.

2. Owned animals unclaimed by owner(s) at the end of the business day shall be kept overnight at the Clinic while reasonable efforts are made by the Contractor to contact the pet owner. Animals unclaimed by owners are considered "abandoned" under State law, and Contractor must follow State abandonment law procedures. Animals that have been adopted and sent to the Contractor for sterilization may be returned to the shelter if the owner does not pick up the animal at the close of business. However, the Contractor may use reasonable efforts to contact the owner and arrange to keep the animal for a longer, and mutually agreeable period.
3. All pre-adopted animals shall be released on the day of surgery to their owners if, and at such time, as medically safe to do so. 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**

As part of this Agreement, the Department has expressed its desire for the operation of a Wellness Clinic by Contractor. 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 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 days per week. All hours and days of operation, including additional holidays, shall be subject to mutual agreement between Contractor and Department, to be coordinated with the Shelter, 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 via the Director of Shelter Operations 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.

### **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 Animal Services' Director of Shelter Operations, and subject to the approval of the Department of General Services' Director of Real Estate Services at (213) 922-8501.

### **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, hypodermic needles, 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 disposal of hazardous

waste, at its own cost. Animal Services can provide the Contractor with the name of the vendor currently removing sharps for the Department.

#### J. Fees and Payments

1. The new rates for S/N Programs shown below became effective on July 1, 2016. From that date forward, the participating veterinary hospital shall be paid the amount stated on the face of the Discount Coupon, Free Certificate or Authority for Expenditure.

#### 2. Spay and Neuter Discount Vouchers / Free Certificates

Discount Vouchers / Free Certificates	Discount Amount
D-Voucher Cats (Spay/Neuter)	\$30
D-Voucher Dogs & Rabbits (Spay/Neuter)	\$50
F-Voucher Cats (Spay/Neuter)	\$70
F-Voucher Dogs & Rabbits (Spay/Neuter)	\$125

- a. The Voucher Program is a series of sterilization programs for owned dogs, cats and rabbits belonging to residents of the City of Los Angeles. Residents can qualify for a Voucher from the Department.
- b. D-Voucher Program is available to all City Residents. The F-Voucher Program is available to City Residents with an income cap of \$40,000 per year, per household including low-income Senior Citizens 62 years of age or older, and those individuals who are low-income and permanently disabled.
- c. Vouchers are non-transferable, are not valid beyond the expiration date printed on them, and must be presented to Contractor at the time of sterilization. Vouchers 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. Vouchers cannot be used for any veterinary service other than sterilization, nor in combination with any other program.
- d. Contractor may charge a co-payment from an animal owner using a D-Voucher.
- e. No co-payment or additional fees may be charged to an animal owner using a F-Voucher 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.

Contractor will accept D-Voucher towards surgery and F-Voucher as full payment for surgery. In addition to the sterilization surgeries, Contractor will provide an E-collar and pain medication as part of the voucher package. Contractor will administer core vaccinations (rabies and DA2PP or FVRCP) if needed at a discounted rate to the client. Ancillary services, such as flea and/or ear mite treatment, microchips, and antibiotics (prescribed on an as-needed basis) may be provided to clients at a cost, which client can accept or deny.

#### 3. Surgery Discount to Department

Contractor shall give to 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:

AFE's are authorization to sterilize Shelter Animals and shall include the following:

- Adopted, rescued, and redeemed animals,
- Deferred surgeries,
- Impounded animals such as animals for adoption events & pregnant animals

Surgery	Board-Approved Fee	Contractor Shall Discount Department	Net Fee At 50% Discount
Cat Neuter	\$70	\$40.00	\$30.00
Cat Spay	\$70	\$35.00	\$35.00
Dogs	\$125	\$62.50	\$62.50
Rabbits	\$125	\$62.50	\$62.50

- a. 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.  
For owned 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, as part of its standard consent form.
- b. If the Department does not authorize the additional treatment and the Contractor is unable to perform the sterilization of any shelter animal, Department staff will retrieve the animal. Contractor shall absorb all costs of treatment provided without prior approval from the Department.
- c. For animals that have been adopted and are being sent to Contractor from the Department for surgery, but who are deemed by Contractor's veterinarian to be unsuitable for sterilization that day, Contractor shall contact the adopter to explain that the animal is unfit for surgery and to explain why surgery cannot be completed on that day. The Contractor will ask the adopter if they would like to pick up the animal and bring it home, or if they no longer want the animal. If the adopter agrees to pick up the animal, the Contractor shall inform the Department's medical staff and the shelter, who will issue a D-300 surgery deferral as described in Section 6(c) below. If the adopter advises the Contractor that he or she no longer wants the animal, he or she shall be instructed to go to the shelter to process the return, and Contractor shall return the animal to the shelter. The Department shall not reimburse the adopter or Contractor for veterinarian fees not authorized by the Department in writing prior to the fees being incurred.
- d. For adoption events, animals will be brought in for sterilization with an AFE by Department staff and picked up on the same day of 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.

#### **4. Contractor Responsibilities**

- a. Contractor shall follow the mandates of the California Veterinary Medicine Practice Act.
- b. Contractor shall report to the Department all deaths of shelter animals that occur under the care and control of the Contractor within five business days by submitting a completed report.
- 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. For adopted animals being delivered to the Contractor for sterilization surgery, if surgery is deferred, the Contractor shall bring the animal to the shelter for medical staff to issue a medical deferment ("D300"). The Contractor cannot release the animal to the adopter.
- d. Contractor shall make reasonable efforts to ensure that the person named on the Voucher or AFE is the same person requesting the services, and that the Voucher or AFE has not been transferred.
- e. Contractor has a duty to check, within reason, that no more than Vouchers 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 make reasonable efforts to report any abuse, fraud or suspected abuse or fraud by pet owners.

#### **5. Teaching Clinic for Veterinary Students**

Contractor wishes to develop a shelter medicine teaching program for its 3<sup>rd</sup> and 4<sup>th</sup> year veterinary students. The students will perform surgery (with direct veterinary supervision) and medicine (with veterinary supervision) in the following manner:

- a. All students will be under the direct supervision of Contractor's licensed veterinary faculty or staff and only 3<sup>rd</sup> and 4<sup>th</sup> year veterinary students will perform surgery.
- b. Only those students who have satisfactorily completed the prerequisite portion of the College curriculum or veterinary interns and residents (who are veterinarians in a post-graduate training program) will be utilized in the Clinic.
- c. Contractor will inform the students and staff of all rules and regulations of the Premises and Contractor's students and personnel shall at all times treat the public and shelter staff with the utmost courtesy and respect.
- d. Contractor shall immediately remove and/ or replace any of its students or personnel who violate the terms and conditions of this Agreement upon the request of the Department.
- e. Contractor shall require that students provide proof of adequate health insurance coverage and proof of current immunization for tetanus and rabies.
- f. Contractor shall provide students with accident insurance coverage for injuries or accidents and maintain medical malpractice insurance and other professional liability coverage in an amount and with a carrier and terms reasonably acceptable to the City Administrative Officer, Risk Management.

- g. Contractor shall notify members of the public and the Department that students may be operating on their pets, which notice may include signage at the clinic for pet owners.
- h. Contractor shall inform the Department and owners when students will be operating on their pets, and provide this information in the regular reports to the Department, identifying which animals were operated on by students.

## **6. 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. To ensure timely payment, the Contractor must follow the procedures below:
  - i. Enter the Voucher and/or Authority For Expenditures (AFE) into the Vet Portal. The processing of these invoices into the Vet Portal must be completed and submitted online by the 10<sup>th</sup> of each month. This is to ensure payment for the previous month's surgeries.
  - ii. Submit the original invoices to the Department by the 10<sup>th</sup> of each month.
  - iii. Place the AFEs in numerical order by the AFE Voucher number, e.g., F11-0000.
  - iv. Place the S/N Voucher in numerical order by the S/N Voucher number, e.g., F11-0000.
  - v. Maintain photocopies of the original documents in the event an original document cannot be located.

Note: Do not use the Department's prepaid envelopes to submit invoices. Payment will be delayed by using these envelopes inasmuch as these are for a different program.

- c. The required sections of the Voucher and/or AFE shall be completed by Contractor and mailed to: Attn: Accounting Section, Department of Animal Services, 221 North Figueroa Street, Suite 600, Los Angeles CA 90012. Any Voucher or AFEs submitted without surgery date, veterinarian's name and address and signature will be returned for completion.
- d. 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.
- e. The Voucher and/or AFEs have no face value until the Contractor completes the work, certifies by signature that the work is completed, and requests payment in the manner prescribed by the Department.
- f. Original Vouchers and/or AFEs for surgeries performed by Contractor shall be mailed to the Department of Animal Services. A photocopy of the Voucher and/or AFEs shall be retained on file at Contractor's facility for a minimum of three (3) years. Signed, completed Vouchers and/or AFEs shall serve as proof of each service performed and billed to Department.
- g. All payments are subject to the review and approval of Contractor's full documentation and work performance by the Department.

- h. 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: VOUCHERS 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 Vouchers or Authority For Expenditure to perform spay and neuter surgeries on dogs and cats brought in by residents. The Department will reimburse the Contractor the face value of said Vouchers and AFE's as indicated above.

**The Pre-Release S/N Program** is for dogs and cats adopted from the Department and 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 that 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 and 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 (D-Voucher) S/N Program** is for owned dogs and cats and has a value of \$30/\$50. Discount Coupons may be used to cover partial cost of sterilization off the Contractors regular cost of sterilization. **The Discount Coupon is for pet owners only—feral cats/dogs (rabbits) do not qualify for the programs.**

**The Free Certificate (F-Voucher) S/N Program** is for owned dogs and cats and has a value of \$70/\$125. 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/dogs (rabbits) 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, upon reasonable request of the Department, immediately remove and replace any of its employees, independent contractors or students who violate the terms and conditions of this Agreement.

### 2. Quality Assurance

The Contractor shall establish and maintain quality standards to assure it and the Department that the requirements of this Agreement are met. Quality standards to track may include but are not limited to: number of public and shelter sterilizations performed by animal, by type of sterilization and by size of animal along with the information of whether the surgery was performed by a licensed veterinarian or by a student under the supervision of a licensed veterinarian and the identity of both the student and the licensed veterinarian; the number of Free Certificates/Discount surgeries; number of animal deaths; 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.

Contract information shall be provided monthly to the Department for review.

The Department 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. Site visits should be made with reasonable advance notice, if appropriate. The Department reserves the right to make unannounced visits if circumstances warrant.

### 3. 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.

#### **4. 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.

#### **5. 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.

Reports are to be submitted along with the monthly invoices.

#### **6. Reporting of Animal Deaths**

The Contractor shall report to the Department all deaths of animals under the care and control of the Contractor, within five business days of the death.

#### **7. Termination**

Either the City or the Contractor may terminate this Agreement prior to its expiration, for any reason or no reason, at any time by providing the other party with one-hundred eighty (180) days written notice thereof.

#### **8. Insurance – Notice of Cancellation**

All required insurance will be maintained in full force for the duration of Contractor's business with the City. Contractor shall provide at least thirty (30) days' prior written notice directly to the City if it anticipates or receives notice that any required insurance policy will be cancelled or materially reduced, for any reason including the impairment of an aggregate limit due to prior claims. Failure to maintain adequate insurance as approved by the City's Risk Manager shall be a breach of the Agreement and failure by the Contractor to reinstate the required insurance may be grounds to terminate the Agreement upon 15 days written notice to Contractor.

#### **9. Audits**

City reserves the right to audit performance of Contractor pursuant to the terms of this Agreement and of a time and frequency at the sole discretion of City. Should City determine Contractor's performance, including Contractor's ability to utilize funds provided under this Agreement, does not meet expectations of the City as stipulated in Agreement, City reserves the right to renegotiate terms of this Agreement including but not limited to level of services provided by Contractor to City and/or maximum payment amount allocated to Contractor. City also reserves the right to terminate this Agreement, based on its findings resulting from audits, by providing thirty (30) days written notice to Contractor.

### **Section VIII. Incorporation of Exhibits**

The following Exhibits are hereby incorporated into and made a part of this Agreement, collectively as **Exhibit F**:

The Contractor shall comply with the City's contracting requirements. These include:

- Affirmative Action
- Equal Benefits Ordinance

- First Source Hiring
- Non-discrimination/EEO
- Slavery Disclosure

After award of the Agreement, and prior to execution, the Contractor shall complete and submit the following (forms to be provided to the selected Contractor):

- Living Wage documents (*Per agreement between the City of Los Angeles Bureau of Contract Administration and the Contractor, the Contractor is exempted from the City's Living Wage Ordinance and will operate under their own Living Wage Policy for the duration of this contract*) – Exhibits D and E
- Contractor Responsibility Ordinance
- City Ethics Commission Forms 50, 55, 56
- Iran Contracting Act Form
- Child Support, ADA, Non-Collusion Compliance Forms

The following must be submitted to the Department before contract execution:

- Copy of Los Angeles Business Tax Registration Certificate (BTRC)
- Form W-9
- Proof of Insurance, subject to City approval

## **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:

- This Agreement
- License to Use the Premises of Animal Spay and Neuter Clinic – Exhibit A
- City Standard Provisions for City Contracts (Rev 03/09) – Exhibit B
- East Valley Animal Shelter Floor Plan – Exhibit C
- Contractor Sick Time Policy – Exhibit D
- Contractor Vacation Policy – Exhibit E
- Section VIII attachments – Exhibit F
- RFP
- Contractor's response to the RFP

## **Section X. Entire Agreement**

This Agreement, including Exhibits A through F, constitutes the full and complete understanding between the parties. The Exhibits are as follows:

Exhibit A – License to Use the Premises of Animal Spay and Neuter Clinic

Exhibit B – City Standard Provisions of City Contracts (Rev 03/09)

Exhibit C – East Valley Animal Shelter Floor Plan

Exhibit D – Contractor Sick Time Policy

Exhibit E – Contractor Vacation Policy

Exhibit F – Section VIII attachments

This Agreement is executed in four (4) 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, City Clerk**

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

Date \_\_\_\_\_

**CONTRACTOR** -Western University of Health Sciences College of Veterinary Medicine

By \_\_\_\_\_  
Philip Nelson, Dean

Date \_\_\_\_\_  
*(second signature required of corporations)*

By \_\_\_\_\_  
Zarah Hedge, Assistant Professor

Date \_\_\_\_\_

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

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

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