



City of Los Angeles Department of Animal Services

PERSONAL SERVICES AGREEMENT

To Provide Spay/Neuter and Related Veterinary Services
at the [name of location] Animal Care Center Spay/Neuter Clinic

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AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND
[Contractor]

FOR THE OPERATION OF THE SPAY/NEUTER CLINIC AT [name of clinic]

THIS PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the date the Office of the City Clerk attests the 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 _____ (“Contractor” or “Licensee”), a licensed veterinarian, 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 _____ Animal Care Center Spay/Neuter Clinic (“Clinic”); and

WHEREAS, the Department released a Request for Proposals (“RFP”) on _____ to solicit such services, Contractor submitted a proposal in response to the RFP, met all requirements, and was awarded this Agreement according to the terms of the RFP; and

WHEREAS, the spay/neuter services will be primarily for Care Center cats, dogs and rabbits (as needed) that are being adopted from the Care Center as well as to qualifying City residents in the Los Angeles area; and

WHEREAS, operating the Clinic will augment the Department’s ability to provide spay/neuter services to adopters and residents in Los Angeles and utilize the Clinic for the benefit of the Department and the surrounding communities; and

WHEREAS, Contractor will accept the prices for veterinarian services incorporated 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 those 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:

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

General Manager, Department of General Services
111 East First Street, Room 201
Los Angeles, California 90012
Fax : (213) 922-8511

3. The representative of Contractor shall be:
[contractor's name, address, and contact information]

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

The term of this Agreement will be three (3) years, and may be renewed for up to three (3) additional years at the sole discretion of the Department and GSD.

Section III. Payment

Payment to the Contractor by the City shall not exceed \$500,000 per City's fiscal year (defined as July 1 through June 30), including the value of discount coupons and free certificates. This provision shall not be construed to 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 10/03), ("Standard Provisions"), attached hereto and incorporated herein Exhibit B, as part of this Agreement.

Section VI. Premises

The premises covered by this Agreement is the Spay and Neuter Clinic ("Premises" or "Clinic") located at one or more of the following locations:

*(Sample location: West L.A. Animal Care Center
11361 West Pico Blvd.
Los Angeles, California 90064)*

A diagram of the Premises is attached hereto and incorporated herein as Exhibit C. For the purposes of this Agreement, the Premises shall include (*e.g. specific storage rooms, hallways, interior areas, etc.*) and shall not include (*specific outside areas, parking lots, etc.*).

Section VII. Scope of Services

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

A. Surgical Sterilizations

The Contractor will perform:

1. Spay and neuter surgeries on all qualified dogs and cats eight weeks of age or older, and rabbits adopted from the Care Centers. Contractor shall be expected to perform approximately 500 surgeries at the Clinic every month, including all dogs, cats and rabbits adopted from the Care Centers. Contractor will also perform spay and neuter surgeries on dogs and cats brought in by members of the surrounding communities, and accept all Department discount coupons and free certificates or vouchers for the service.
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 dictated 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 deemed pregnant or in estrus may be surgically sterilized at the discretion of the veterinarian.
 - d. Animals of advanced age may require pre-surgical, geriatric blood screening.
 - e. 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.

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.

C. 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.

D. 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 the shelter 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 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.

E. 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.

F. Wellness Clinics

The Department may occasionally request Contractor to conduct Wellness Clinics (vaccine clinics). Such services may only be provided if mutually agreed upon by Contractor and the Department.

G. 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 and the procedure is performed in conjunction with the surgical sterilization of the pet. Pricing of the services, and amounts of additional fees listed below, shall be at the Contractor's discretion, subject to Department disapproval. Notwithstanding the Department's right of disapproval of Contractor's prices to the public, any changes in Contractor's prices shall be announced to the public no less than 14 calendar days before they become effective. The Department encourages pricing that maximizes the public's ability to obtain needed services for their pets.

Optional Services:

- Abscess male cats (simple only)
- Antibiotics
- Boarding (for animals not picked up by owner)
- Deciduous Teeth
- Dew claws
- Express anal gland
- Fluids
- Flush ears
- Foxtail or infected ear
- Geriatric blood screen
- Lyomec shots
- Mitox
- Nail trim
- Panalog ointment
- Pluck ears
- Shave mats
- Umbilical hernia repair

Additional Fees For:

- Animals in estrus
- Anesthesia only, if animal is found to be sterilized after anesthesia (scarring as evidence of previous surgery)
- Cryptorchid (dogs and cats)
- Animals found to be over three weeks pregnant

H. 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 five days, 40 hours per week, but preferably seven 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.

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, whether City or Contractor-owned, and shall ensure that repairs or replacement of equipment does not unreasonably interrupt its services.

4. Equipment Purchase Option

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. Price of Spay/ Neuter Surgeries

Prices of spay/neuter surgeries paid by the Department to the Contractor are set by the Board of Animal Services Commissioners (“Board”). If the Board approves a revision to these prices, the Department will pay the Contractor the revised prices effective on the date of the Board’s approval, or as otherwise effected by the Board. Prices to be paid by Department to Contractor for spay/neuter surgeries on Care Center animals and animals adopted from the Care Centers are:

Type	Board-Approved Base Price*	(%) Discount
Male cat	\$60.00	(The %discount is a proposal item; the same percentage shall apply to all spay/ neuter services.)
Female cat	\$68.00	
Pregnant cat	\$60.00	
Male dog under 50 lbs.	\$60.00	
Male dog over 50 lbs.	\$110.00	
Female dog under 50 lbs.	\$68.00	
Female dog over 50 lbs.	\$118.00	
Pregnant dog	\$80.00	
Rabbits (all)	\$65.00	

*as of January 2008

Contractor will discount ___% from the above charges for spay and neuter services costs to the City to offset overhead costs in the form of a refund paid by Contractor to the Department, as indicated below in Section IV. I, Payments.

In addition, Contractor will accept Department discount coupons and free certificates or vouchers to perform spay and neuter work on dogs and cats brought in by members of the surrounding communities.

6. Licenses and Permits

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

- A current Veterinary Premise Permit for the Clinic(s), 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.

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. 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.

I. Payments

1. Payments to Contractor:

For surgeries provided by Contractor under this Agreement, City shall pay Contractor as follows:

- a. City shall pay Contractor for spay/neuter surgeries for dogs, cats, and rabbits (males and females) from the Care Center and those brought in by the public in connection with any of the Department's various sterilization programs.
- b. The amount paid shall be the base price for surgeries, as listed in Section VII.H.5. City shall also pay the face value of discount coupons and free certificates redeemed with Contractor.
- c. Invoicing and Payment Process:
 - i. Contractor shall remit invoices for the above services on or before the 10th of the month after which the service is provided.
 - ii. Each invoice shall be accompanied by supporting documentation, such as suitable proof of surgeries or other documentation as may be required by the Department, in a form approved by the Department.
 - iii. All payments are subject to Department review and approval of Contractor's documentation and work.
 - iv. Department will make all reasonable efforts to pay Contractor each month for services rendered the previous month, so long as invoices and supporting documentation are received on time as indicated herein.

2. Payment of Surgery Discount to Department:

Contractor shall discount to the Department an amount equal to ___% of payments for spay/neuter surgeries performed by Contractor and paid by Department.

- a. This percentage shall be based on the amount paid to Contractor under Section VII.H.5 above.
- b. Payment to Department shall be payable and due to the Department on or before the last day of the month following payment to Contractor, or may be discounted by the Department from the total payment owed Contractor.

3. Payment to Department for all other services:

In addition to the above, Contractor shall pay the Department ____ % of gross revenues for all other services provided by Contractor under this Agreement.

- a. This payment and the payment stipulated in Section VII.I.2 above, shall be considered compensation to the City of Los Angeles for the Contractor's use of the Clinic.
- b. Payment shall be due to the Department on or before the last day of the month following the date the services are provided. For services rendered to the City or for which the City is providing payment, the amount of the discount may be subtracted by the Department from the total payment owed Contractor by the City.

The above payments shall begin no later than thirty (30) calendar days from the date services begin. All payments shall be payable to the Department of Animal Services. Payments and all back-up documents pertaining to verifying such payments shall be sent to Department of Animal Services, 221 North Figueroa Street, Suite 500, Los Angeles, California, 90012.

J. Pre-Release Programs Participation

Contractor shall participate in all Department Pre-Release Spay and Neuter Programs of spaying and neutering dogs and cats eight weeks of age or older.

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 approval 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 onsite inspections, photographing of 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 Meeting

The Contractor shall meet with the Department Contract Administrator quarterly, or as otherwise agreed, to discuss the services provided, problems that may have accrued and corrective action needed to be taken. Other meetings may be called either by the Department Contract Administrator or the Contractor, at a time and place that is mutually agreeable, to discuss emergency problems.

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 summarize 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.

Section VIII. Incorporation of Exhibits

Exhibits A (License), B (Standard Provisions), C (Premises map), and Insurance Form Gen 146/IR (see License Article 10.1) are hereby incorporated into and made a part of this Agreement.

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:

1. This Agreement.
2. License (Exhibit A).
3. Standard Provisions (Rev. 10/03), (Exhibit B).
4. Premises diagram (Exhibit C).

Section X. Entire Agreement

This Agreement, including Exhibits A, B, and C, constitutes the full and complete understanding between the parties. 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 _____
Edward A. Boks, General Manager

Date: _____

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

By _____
Alvin Blain, General Manager

Date: _____

**APPROVED AS TO FORM:
ROCKARD J. DELGADILLO, City Attorney**

By _____
Dov S. Lesel, Assistant City Attorney

Date _____

**ATTEST:
FRANK T. MARTINEZ, City Clerk**

By _____
Deputy City Clerk

Date _____

Contractor

By _____
[name of contractor]

Date _____

***(second signature required of corporations)*
Contractor**

By _____
[name of contractor]

Date _____

Los Angeles City Business Tax License Number _____

IRS Taxpayer Identification Number _____

City Agreement Number _____