

**CONTRACT FOR SERVICES  
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: **Emergency Veterinary Services**  
CONTRACT NO. **TEMPLATE**  
BEGINS: July 1, 2021  
ENDS: June 30, 2022  
ADMINISTERING AGENCY: Health and Human Services, Animal Services Division

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This is an Agreement made and entered into between the COUNTY OF PLACER, through its Health and Human Services Department, hereinafter referred to as "COUNTY", and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY through the Animal Services Division, wishes to have access to necessary veterinary services on an emergency basis, and

WHEREAS, the CONTRACTOR is experienced and licensed to practice veterinary medicine in the State of California, and has agreed to provide emergency veterinary services as described below,

Therefore, it is understood and agreed by and between the parties as follows:

1. **DESCRIPTION OF SERVICES:** CONTRACTOR will perform emergency veterinary services and may perform sterilization services in conjunction with other emergency procedures in a clinic or hospital that is in compliance with the rules and regulations of the California Veterinary Practice Act. When COUNTY is in need of emergency veterinary services it may contact CONTRACTOR to determine if CONTRACTOR is willing and able to undertake providing those services. CONTRACTOR will not provide sterilization services without the consent of COUNTY. COUNTY does not guarantee a minimum number of annual referrals to any CONTRACTOR in relation to this program. CONTRACTOR has the discretion to determine if it will undertake the provision of services for any referral under this agreement. If CONTRACTOR agrees to provide emergency services for any sick, disabled, infirm or injured animal that is referred to it by the COUNTY, CONTRACTOR shall:
  - 1.1. Administer appropriate diagnostic, medical and surgical treatment.
  - 1.2. Prior to surgery, perform a preliminary examination to determine if the animal is healthy enough to undergo surgery.

If the animal is deemed not healthy enough to undergo surgery, the CONTRACTOR shall notify the COUNTY immediately.
  - 1.3. Follow appropriate procedures in the preparation of the animals for surgery; surgical pack preparation, and surgical procedure.
  - 1.4. Comply with the rules and regulations of the California Veterinary Practice Act.
  - 1.5. Maintain the animal's medical and surgical records in compliance with the California Veterinary Practice Act.

Once CONTRACTOR provides COUNTY requested services, a signed statement attesting to the successful completion of sterilization surgery will be the basis for COUNTY to pay CONTRACTOR fees as per the established fee schedule. The CONTRACTOR will bill COUNTY for sterilization.

2. **COMPENSATION:** COUNTY will reimburse CONTRACTOR for all services set forth above. Contractor shall bill for all services at its standard rate for the type of emergency veterinary services being provided. The rate charged and billed shall not exceed the standard rates charged to private clients, other members of the public, or other governmental entities. All services must be authorized in advance by the COUNTY'S Animal Services Director or designee, and evidenced by execution of a Placer County Animal Services' Veterinary Emergency Services Authorization form.

- 2.1. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 days of the close of each calendar month, with the exception of June billing.
  - 2.1.1. Invoices for services provided during the month of June shall be received by COUNTY by 5pm July 15<sup>th</sup>.
  - 2.1.2. COUNTY will review, approve, and pay all valid invoices within 30 days of receipt.
  - 2.1.3. Invoices for payment shall be submitted to the following address, shall be on the CONTRACTOR's letterhead and shall include the Contract number indicated on the first page of this Agreement, the CONTRACTOR name and remittance address, unique invoice number, detailed list of expenses with dollar amounts, and backup documentation to support each expense should be attached to the invoice:

Placer County HHS Fiscal  
Attn: Accounts Payable  
3091 County Center Drive, Suite 290  
Auburn, CA 95603  
Email: [HHSPayables@placer.ca.gov](mailto:HHSPayables@placer.ca.gov)

3. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2022. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.
4. **LICENSES, PERMITS, ETC.:** CONTRACTOR represents and warrants to COUNTY that it has, and during the term of this Agreement will maintain at its own expense, all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession.
5. **STANDARD OF PERFORMANCE:** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged, in the geographical area in which CONTRACTOR practices its profession.
6. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:** COUNTY agrees to indemnify and hold harmless CONTRACTOR and CONTRACTOR'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.  
  
CONTRACTOR agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CONTRACTOR, its employees or agents.
7. **INSURANCE:** CONTRACTOR and COUNTY shall each maintain at all times during the term of this Agreement insurance coverage or self-insurance at sufficient coverage levels to adequately and prudently cover all of its operations. Insurance coverage shall include at a minimum General Liability, Automobile Liability, Workers' Compensation if CONTRACTOR has employees, and where appropriate Professional Liability insurance.
8. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources.
9. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

10. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Parties.

*//Signatures on following page*

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**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

**CONTRACTOR NAME** ("CONTRACTOR")

_____ Signature
_____ Print Name
_____ Date:

COUNTY OF PLACER ("COUNTY")

_____ Robert L. Oldham, Director, Department of Health & Human Services
_____ Date:

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