

AGREEMENT FOR PROVISION OF
PROFESSIONAL SERVICES
BETWEEN
COUNTY OF ORANGE
AND

_____, DVM
JULY 1, 2020 THROUGH JUNE 30, 2022

THIS AGREEMENT entered into this _____ day of _____ 2020, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and _____, DVM (CONTRACT EMPLOYEE). This Agreement shall be administered by the County of Orange, OC Community Resources (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACT EMPLOYEE for the provision of Veterinary Services described herein; and

WHEREAS, CONTRACT EMPLOYEE is agreeable to the rendering of such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2020 through June 30, 2022

Notices to COUNTY and CONTRACT EMPLOYEE:

COUNTY: County of Orange
OC Community Resources
Purchasing & Contract Services
1770 N. Broadway, 4th Floor
Santa Ana, CA 92705

CONTRACT EMPLOYEE: _____

SSN: _____

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I. ALTERATION OF TERMS

This Agreement, together with Exhibit A attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CONTRACT EMPLOYEE with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both parties.

II. COMPLIANCE

A. CODE OF CONDUCT - Under the direction of the County Office of Compliance, a Code of Conduct for adherence by all County employees and contract providers has been developed. CONTRACT EMPLOYEE shall adhere to said County Code of Conduct.

B. REIMBURSEMENT STANDARDS

1. CONTRACT EMPLOYEE shall submit no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.

2. CONTRACT EMPLOYEE shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACT EMPLOYEE shall only use correct billing codes that accurately describe the services provided.

3. CONTRACT EMPLOYEE shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

C. COMPLIANCE TRAINING – ADMINISTRATOR will provide and CONTRACT EMPLOYEE shall complete Compliance training when offered initially, as well as any refresher training provided on an annual basis.

D. Unless otherwise specified in this Agreement and in accordance with the Termination paragraph of this Agreement, COUNTY may terminate this Agreement immediately upon written notice to CONTRACT EMPLOYEE if CONTRACT EMPLOYEE fails to perform any of the terms of this Compliance paragraph. At ADMINISTRATOR's sole discretion, CONTRACT EMPLOYEE may be allowed up to thirty (30) calendar days for corrective action.

III. CONFIDENTIALITY

CONTRACT EMPLOYEE agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACT EMPLOYEE and CONTRACT EMPLOYEE'S staff, agents and employees.

IV. CONFLICT OF INTEREST

Contract Employee warrants that he/she shall not violate any applicable law, rule or regulation of

any governmental entity relating to conflict of interest and shall prevent any actions or conditions that could result in a conflict with the best interest of the County. Contract Employee's efforts shall include, but not be limited to, establishing precautions to avoid Contract Employee, or any employees or agents of Contract Employee, making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the County. The parties hereto acknowledge that CONTRACT EMPLOYEE may be affiliated with one or more organizations or professional practices located in Orange County. Except as specified in the Services paragraph of this Agreement, CONTRACT EMPLOYEE shall not knowingly undertake any act, in connection with the performance of duties and obligations required by this Agreement, which results, directly or indirectly, in any relative benefit, whether economic or otherwise in nature, to any organization or professional practice with which he/she is affiliated when compared to the result such act has on any other organization or professional practice.

V. CULTURAL COMPETENCY

CONTRACT EMPLOYEE shall make its best efforts to provide services pursuant to this Agreement in a manner that is culturally and linguistically appropriate for the population(s) served, which may include, but is not limited to, utilization of interpreter services or other language assistance services. CONTRACT EMPLOYEE shall participate in COUNTY-sponsored or other applicable training directed by ADMINISTRATOR.

VI. DELEGATION AND ASSIGNMENT

CONTRACT EMPLOYEE shall personally provide the services specified in this Agreement and may not delegate or assign the rights or obligations hereunder, either in whole or in part. Any attempted assignment or delegation in derogation of this paragraph shall be cause for termination of this Agreement.

VII. INDEMNIFICATION

County agrees to indemnify and defend Contract Employee from any and all claims resulting from acts or omissions of Contract Employee while acting pursuant to the terms of this Agreement, and to hold Contract Employee harmless as to any third parties for any act thus indemnified. County's responsibility to indemnify, defend and hold harmless Contract Employee under the previous sentence shall be limited to, and not extend beyond, the extent of responsibility County would have to indemnify, defend and hold harmless Contract Employee, under Government Code sections 825 and 825.2, if Contract Employee were a public employee of County and the described acts or omissions occurred during the scope of employment.

VIII. LICENSES AND LAWS

A. CONTRACT EMPLOYEE shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws or regulations of the United States, the State of California, COUNTY and any other applicable governmental agencies. CONTRACT EMPLOYEE shall notify ADMINISTRATOR immediately and in writing of his/her inability to obtain or maintain, irrespective of the pendency of any appeal, such licenses, permits, approvals, certificates, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

B. CONTRACT EMPLOYEE shall be subject to and comply with all applicable governmental laws, regulations and requirements and all internal policies and procedures of ADMINISTRATOR, as they exist now or may be hereafter amended or changed.

C. CONTRACT EMPLOYEE providing veterinary services shall at all times be capable and licensed by the State of California to do so while working under the terms of this Agreement.

D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS –

1. CONTRACT EMPLOYEE agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:

a. CONTRACT EMPLOYEE's date of birth, social security number and residence address, and

b. A certification that CONTRACT EMPLOYEE has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of CONTRACT EMPLOYEE to timely submit the data and/or certifications required by subparagraph 1, above, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

IX. NONDISCRIMINATION

The CONTRACT EMPLOYEE shall not discriminate in the provision of services on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d), and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

X. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified on Page 3 of this Agreement or as otherwise directed in writing by ADMINISTRATOR;

2. When FAXed, transmission confirmed;

3. When sent by electronic mail; or

4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as otherwise directed in writing by ADMINISTRATOR and shall be effective when FAXed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

C. CONTRACT EMPLOYEE shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACT EMPLOYEE.

D. CONTRACT EMPLOYEE shall also notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any formal complaint filed with the California Veterinary Medical Board or any other governmental licensing agency or any County Clerk's Office regarding CONTRACT EMPLOYEE and the nature of the complaint. CONTRACT EMPLOYEES, who are physicians, shall also notify ADMINISTRATOR of any past or pending action against CONTRACT EMPLOYEE by the California Veterinary Medical Board or any other governmental licensing agency and the nature of the action.

E. CONTRACT EMPLOYEE shall give written notice to ADMINISTRATOR of any defective equipment, dangerous or deteriorating conditions of the premises, poor quality of supplies or services actually known to CONTRACT EMPLOYEE.

F. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XI. RESEARCH AND PUBLICATION

CONTRACT EMPLOYEE shall not utilize information and data received from COUNTY or developed as a result of this Agreement for the purpose of personal publication.

XII. RETIREMENT PLAN

COUNTY shall enroll eligible CONTRACT EMPLOYEE in an appropriate County of Orange tax-deferred compensation plan. CONTRACT EMPLOYEE will have a fixed employee contribution of

7.5% of compensation. This contribution is deducted from each regular paycheck. The mandatory contributions to this plan are in lieu of FICA taxes per IRC section 3121.

XIII. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

XIV. TERM

The term of this Agreement shall commence and terminate as specified on Page 3 of this Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACT EMPLOYEE shall continue to be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, and reporting.

XV. TERMINATION

A. Either party may terminate this Agreement immediately, without cause, upon written notice given the other party.

B. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate or renegotiate this Agreement immediately upon written notice given CONTRACT EMPLOYEE.

C. After receiving a Notice of Termination CONTRACT EMPLOYEE shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of the highest quality care and prudent business practice.
2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

3. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

D. The rights and remedies of COUNTY provided in this Termination paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XVI. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACT EMPLOYEE shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACT EMPLOYEE of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACT EMPLOYEE shall not be considered a modification of the terms of this Agreement.

(Signature Page Follows)

EXHIBIT A
TO AGREEMENT WITH
_____, DVM
JULY 1, 2020 THROUGH JUNE 30, 2022

I. PAYMENTS

A. For services provided in accordance with the terms of this Agreement, COUNTY shall pay CONTRACT EMPLOYEE biweekly, in arrears, at the following flat rate:

VETERINARIAN,

\$100.00 per hour

COUNTY shall pay CONTRACT EMPLOYEE at one-fourth (1/4) of CONTRACT EMPLOYEE's basic hourly rate for On-Call Services for the entire period of such assignment when such assignment is at the direction and specific request of ADMINISTRATOR or designee. CONTRACT EMPLOYEE shall personally provide the services specified in this Agreement in accordance with a schedule of assigned hours prepared by ADMINISTRATOR, which may be adjusted by ADMINISTRATOR from time to time.

B. COUNTY may alter the hourly rate by action of the Board of Supervisors effective thirty (30) days after notice to CONTRACT EMPLOYEE.

C. COUNTY will compensate CONTRACT EMPLOYEE with an additional rate of \$2.25 per hour in addition to the hourly rate specified in paragraph A. for each hour CONTRACT EMPLOYEE actually works on an assigned night shift. For the purposes of this paragraph, night shift shall mean an assigned work shift between the hours of 5 p.m. and 8 a.m.

D. All claims by CONTRACT EMPLOYEE must be supported by time sheets and any other documents required by COUNTY's Auditor-Controller. All payments are subject to applicable federal, state, and local withholding taxes.

E. TRAVEL

1. COUNTY shall reimburse CONTRACT EMPLOYEE for appropriate and reasonable travel expenses which are required in the performance of duties under this Agreement approved, in advance and in writing, by ADMINISTRATOR. CONTRACT EMPLOYEE shall provide supporting documentation in the form required by COUNTY's Auditor-Controller when requesting travel reimbursement.

2. COUNTY shall reimburse CONTRACT EMPLOYEE at the mileage rate established by the COUNTY's Auditor Controller for the business use of an automobile, provided such use is approved by ADMINISTRATOR.

F. CONTRACT EMPLOYEE shall not claim reimbursement for services provided beyond the expiration and/or termination of this Agreement.

G. CONTRACT EMPLOYEE shall accrue sick leave to the extent provided by County Policy for individuals in CONTRACT EMPLOYEE'S status.

II. SERVICES

A. CONTRACT EMPLOYEE is employed as a VETERINARIAN under the terms of this Agreement. CONTRACT EMPLOYEE agrees that, to the best of his/her ability and experience, he/she shall perform in accordance with this Agreement, all of the duties and obligations required by the terms of this Agreement.

B. CONTRACT EMPLOYEE shall personally provide the services required of him/her on COUNTY premises or other location as designated by ADMINISTRATOR.

C. CONTRACT EMPLOYEE shall perform those duties assigned by ADMINISTRATOR and shall accept the professional and administrative direction of ADMINISTRATOR or designee pursuant to this Agreement.

D. CONTRACT EMPLOYEE shall be permitted to provide services to others outside of this Agreement, similar to those permitted under this Agreement, provided the services:

1. Do not interfere with CONTRACT EMPLOYEE's duties under this Agreement; and
2. Are not performed on COUNTY property; and
3. Are not performed during those hours when CONTRACT EMPLOYEE is obligated to perform for COUNTY.

E. CONTRACT EMPLOYEE shall not, in the course of rendering services under this Agreement, refer any patient to any professional practice or organization in which CONTRACT EMPLOYEE, or CONTRACT EMPLOYEE's spouse, has any direct or indirect financial interest, without the prior written consent of ADMINISTRATOR. Granting or withholding such consent shall be at the sole discretion of ADMINISTRATOR.

F. ON CALL SERVICES – If specified by ADMINISTRATOR, CONTRACT EMPLOYEE shall provide “On-Call Services,” when supported by a written On-Call Schedule or other authorization signed by ADMINISTRATOR, under the following terms:

1. Provide services of the kind and type described in this Agreement as determined necessary by ADMINISTRATOR irrespective of time of day or night.

2. When scheduled by the ADMINISTRATOR, CONTRACT EMPLOYEE shall remain reachable by telephone or electronic signaling device within fifteen (15) minutes after signals are sent and remain reachable for the entire period of such assignment. CONTRACT EMPLOYEE shall refrain from activities which might impair his or her ability to respond and perform assigned services. In this regard, CONTRACT EMPLOYEE shall immediately notify ADMINISTRATOR of any defect, or suspected defect, in the signaling device.

3. If no signaling device is provided, and when so designated by ADMINISTRATOR,

CONTRACT EMPLOYEE shall provide ADMINISTRATOR with an address and telephone number at which CONTRACT EMPLOYEE can be reached at any time. When changing locations, CONTRACT EMPLOYEE shall notify ADMINISTRATOR, as instructed by ADMINISTRATOR, of the new address and telephone number at which CONTRACT EMPLOYEE can be reached; provided, however, no such notice need be given if CONTRACT EMPLOYEE will be absent from a location, or unavailable by telephone, for a period not in excess of thirty (30) minutes.

G. CALL-BACK SERVICES – When CONTRACT EMPLOYEE is required to return on a “Call-Back” basis, CONTRACT EMPLOYEE shall be compensated for four (4) hours of work, at the contract hourly rate, and will be required to remain at the worksite until CONTRACT EMPLOYEE's services are not required. If CONTRACT EMPLOYEE is required to remain beyond the initial four (4) hours, CONTRACT EMPLOYEE shall be compensated for all additional hours worked at the contract hourly rate. This provision is only intended to compensate CONTRACT EMPLOYEE for “Call-Back” Services and does not supersede CONTRACT EMPLOYEE's regular work schedule. There shall not be any duplication of pay rates.

H. Identification Key Card (ID Key Card) – ADMINISTRATOR will provide CONTRACT EMPLOYEE the ID Key Card to access the OC Animal Care Facility at no cost to the CONTRACT EMPLOYEE.

1. CONTRACT EMPLOYEE recognizes ID Key Cards are assigned to a specific individual staff member. ID Key Cards shall not be shared with anyone.

2. CONTRACT EMPLOYEE shall return to ADMINISTRATOR all ID Key Cards under the following conditions:

a. ID Key Card of CONTRACT EMPLOYEE who is no longer performing work related to this Agreement.

b. ID Key Card of CONTRACT EMPLOYEE who no longer requires access to the OC Animal Facility.

c. ID Key Cards that are malfunctioning.

3. ADMINISTRATOR will issue ID Key Card for CONTRACT EMPLOYEES who require access to the OC Animal Care Facility upon initial training or as a replacement for malfunctioning ID Key Cards.

4. CONTRACT EMPLOYEE shall reimburse the COUNTY for the actual cost of ID Key Cards lost, stolen, or damaged through acts of negligence.

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IV. CLASSIFICATIONS: VETERINARIAN

- A. Definition: Under direction, to perform high volume, high quality spay/neuter surgeries, to oversee perioperative care, to diagnose and treat medical conditions of shelter animals, to vaccinate and give emergency treatment to impounded animals; to review animal bite reports for rabies control; to examine and test for diseases of livestock; and to do other work as required.
- B. Examples of Duties:
1. Performs high volume, high quality spay/neuter surgeries of shelter animals, including dogs, cats, rabbits, and pediatrics.
 2. Oversees pre and post-operative care of animals, including pre-anesthetic exams to determine suitability for surgery, anesthesia, and recovery.
 3. Diagnoses and treats medical conditions found on physical examination of shelter animals.
 4. Vaccinates and gives emergency treatment to impounded animals; regularly reviews medical condition of animals quarantined at the shelter; gives follow-up treatment to injured animals as necessary; directs care and feeding of exotic or unusual animals.
 5. Reviews animal bites and exposure reports concerned with rabies and other diseases; contacts citizens and officers involved and directs follow-up procedures.
 6. Examines and tests livestock transported into the county; inspects ranches, yards and other areas where livestock is maintained for proper maintenance and sanitation when there is evidence of a disease or ailment; conducts field tests for tuberculosis; establishes and maintains quarantine; cooperates with Federal and State livestock agencies in the mutual control of livestock diseases.
 7. Assist with public health duties as needed.
 8. Supervises assistants as needed.
- C. Minimum Qualifications
1. License Required
 - i. DVM/VMD or equivalent degree
 - ii. Possession of valid license to practice as a veterinarian in the State of California
 2. Knowledge of:
 - i. The principles and practices of veterinary medicine.
 - ii. High volume, high quality spay and neuter techniques.
 - iii. Bacteriology, pathology, serology and other veterinary laboratory procedures.
 - iv. Principles of public health related to animal carried diseases.
 3. Ability to:

