

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 15, 2022 Consent Regular
 Ordinance Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Animal Care and Control

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve: Contract for Professional Consultation and Emergency Services in the areas of veterinary medicine with Veterinary Emergency Group, LLC for relief veterinary services at their facility in an amount not to exceed \$60,000 for the period November 15, 2022 through November 14, 2023, which may be extended by the parties for up to two additional one-year terms; and

B) authorize: the County Administrator or designee to sign all future renewals, task assignments, and necessary minor amendments that do not change the scope of work or terms and conditions of the contract after approval of legal sufficiency by the County Attorney’s Office and within budget allocations.

Summary: The Animal Care and Control Division (ACC) is required to provide appropriate and necessary veterinary services for sheltered animals. This contract with Veterinary Emergency Group, LLC will enable ACC to provide overnight, emergency veterinary services, and assist to maintain a significant level of overnight veterinary response. The demand for veterinary staff to work after-hours is already high and this contract will minimize overnight after-hour response, which is frequent. Veterinary Emergency Group, LLC was selected through a competitive procurement process.
Countywide (SF)

Background and Justification: The Division’s veterinary staff provides intake medical exams to more than 23,000 animals annually, gives medical treatments to approximately 300 animals daily, and services approximately 48,000 animals each year.

Attachments:

- 1) Contract for Professional Consultation and Emergency Services in the areas of veterinary medicine with Veterinary Emergency Group, LLC (w/Exhibits “A” and “B”)

Recommended By: Stephanie Synnoka 10/28/22
 Department Director Date

Approved By: [Signature] 11/14/22
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

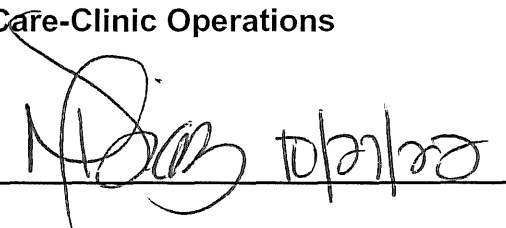
Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$60,000	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>\$60,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X

Budget Account Exp No: Fund 0001 Department 660 Unit 2230 Object 3101
 Rev No: Fund _____ Dept. _____ Unit _____ Rev. _____

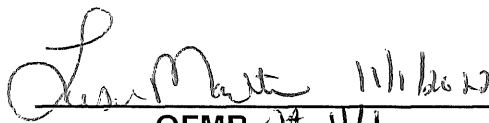
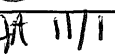
B. Recommended Sources of Funds/Summary of Fiscal Impact:

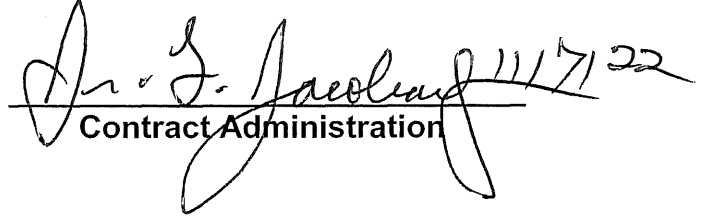
Fund: 0001- General Fund
 Unit: 2230 – Animal Care-Clinic Operations

Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

 11/1/22
 OFMB  11/1

 11/7/22
 Contract Administration

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.



**VETERINARY
EMERGENCY
GROUP**

November 4, 2022

Gwen Lovett
Manager of Procurement & Stores
Public Safety - Animal Care & Control
7100 Belvedere Rd West Palm Beach, FL 33411

Re: Contract for Professional Consultation and Emergency Veterinary Medicine between Veterinary Emergency Group, LLC ("VEG") and Palm Beach County (the "Contract")

To whom it may concern,

This letter shall serve to confirm that Dr. Erica Bickel, Medical Director of VEG's Boynton Beach hospital has authority, as granted by VEG's board of directors, to execute the Contract on behalf of VEG. Please feel free to reach out to me directly should you have any additional questions.

Best,

Shelly Paioff
Chief Legal Officer

State of New York

County of Westchester

This signature was acknowledged before me on 11/9/2022 (date) by Shelly Paioff

Notary's signature

Morgan Bisceglia
Notary Public, State of New York
No. 01BI6384190
Qualified in Westchester County
Commission Expires December 3, 2022

Veterinary Emergency Group, LLC

44 South Broadway
White Plains, NY 10601

Revised 02/04/22

CONTRACT FOR

Professional consultation and emergency services in the areas of veterinary medicine

This Contract is made as of the 15th day of November, 2022, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Veterinary Emergency Group, LLC, a Foreign Limited Liability Company authorized to do business in the State of Florida, hereinafter referred to as the ENTITY (including but not limited to consultant, vendor, contractor, sub-recipient), whose Federal I.D. is 82-2020171.

In consideration of the mutual promises contained herein, the COUNTY and the ENTITY agree as follows:

ARTICLE 1 - SERVICES

The ENTITY'S responsibility under this Contract is to provide professional consultation and emergency services in the areas of veterinary medicine, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Janet Steele, telephone no. 561-233-1250.

The ENTITY'S representative/liaison during the performance of this Contract shall be Erica Bickel, DVM, telephone no. 561-308-0328.

ARTICLE 2 - SCHEDULE

The ENTITY shall commence services on 11/15/2022 and complete all services by 11/14/2023. The Parties agree that the ENTITY will be entitled to payment for services rendered beginning on 11/15/2022, notwithstanding the date the contract is executed by the Board of County Commissioners. This contract may be extended by the parties for up to two (2) additional one (1) year terms.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO ENTITY

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Sixty Thousand Dollars (\$60,000). The ENTITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The ENTITY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the ENTITY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed Zero Dollars (\$⁰ _____), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the ENTITY will clearly state "final invoice" on the ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the ENTITY.
- E. In order to do business with Palm Beach County, ENTITY'S are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If ENTITY intends to use sub-contractors, ENTITY must also ensure that all sub-contractors are registered as subcontractors in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-contractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the ENTITY and all of its sub-contractors are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the ENTITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the ENTITY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside ENTITY'S. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the ENTITY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the ENTITY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the ENTITY or without cause upon ten (10) business days written notice to the ENTITY. Unless the ENTITY is in breach of this Contract, the ENTITY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the ENTITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The ENTITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the ENTITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the ENTITY'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The ENTITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the ENTITY'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The ENTITY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the ENTITY uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the ENTITY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the ENTITY. The ENTITY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the ENTITY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The ENTITY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

ENTITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by ENTITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ENTITY under the Contract. ENTITY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by ENTITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ENTITY under the contract.

- A. **Commercial General Liability:** ENTITY shall maintain Commercial General Liability insurance at a limit of liability not less than \$500,000 each occurrence.

- B. **Workers' Compensation Insurance & Employer's Liability:** ENTITY shall maintain Workers' Compensation accordance with Florida Statute Chapter 440. Policy shall include coverage for Employer's Liability.

- C. **Professional Liability:** ENTITY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$100,000 each occurrence, and \$100,000 per aggregate. For policies written on a "claims-made" basis, ENTITY warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to

purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, ENTITY shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the ENTITY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- D. **Additional Insured Clause:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- E. **Waiver of Subrogation:** ENTITY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then ENTITY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should ENTITY enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance:** On execution of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the ENTITY shall deliver to the COUNTY, unless otherwise directed by COUNTY, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. The Certificate Holder shall read:

Palm Beach County Board of County
Commissioners c/o Public Safety
7100 Belvedere Road

West Palm Beach, FL 33411

- G. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department reserves the right to review, and modify the required insurance, including limits, coverage, and, or endorsements.

ARTICLE 11 - INDEMNIFICATION

ENTITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of ENTITY.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the ENTITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the ENTITY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or ENTITY.

ARTICLE 14 - CONFLICT OF INTEREST

The ENTITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The ENTITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The ENTITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the ENTITY'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the ENTITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the ENTITY. The COUNTY agrees to notify the ENTITY of its opinion by certified mail within thirty (30) days of receipt of notification by the ENTITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ENTITY, the COUNTY shall so state in the notification and the ENTITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the ENTITY under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The ENTITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the ENTITY or its subcontractors and

without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the ENTITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the ENTITY'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The ENTITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The ENTITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The ENTITY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the ENTITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The ENTITY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the ENTITY'S sole direction, supervision, and control. The ENTITY shall exercise control over the means and manner in which it and its employees perform the work,

and in all respects the ENTITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The ENTITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The ENTITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENTITY to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ENTITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The ENTITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ENTITY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the ENTITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the ENTITY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the ENTITY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the ENTITY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the

ENTITY retaliate against any person for reporting instances of such discrimination. The ENTITY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The ENTITY understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. ENTITY shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

The ENTITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY'S who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the ENTITY of the COUNTY'S notification of a contemplated change, the ENTITY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the ENTITY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the ENTITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the ENTITY shall not commence work on any such change until such written amendment is signed by the ENTITY and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Janet Steele

7100 Belvedere Road

West Palm Beach, FL 33411

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the ENTITY, notices shall be addressed to:

Veterinary Emergency Group

c/o Dr. Erica Bickel

2246 Congress Avenue

Boynton Beach, FL 33426

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the ENTITY agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The ENTITY, ENTITY'S employees, subcontractors of ENTITY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The ENTITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ENTITY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and Resolutions as amended. COUNTY staff representing the COUNTY department will contact the ENTITY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The ENTITY shall make every effort to collect the badges of its employees and its subcontractors’ employees upon conclusion of the contract and return them to the COUNTY. If the ENTITY or its subcontractor(s) terminates an employee who has been issued a badge, the ENTITY must notify the COUNTY within two (2) hours. At the time of termination, the ENTITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the ENTITY if the ENTITY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated ENTITY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The ENTITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ENTITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY’S who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY’S who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by ENTITY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the ENTITY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section

119.011(2) F.S., the ENTITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The ENTITY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The ENTITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the ENTITY does not transfer the records to the public agency.
- D. Upon completion of the Contract the ENTITY shall transfer, at no cost to the County, all public records in possession of the ENTITY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the ENTITY transfers all public records to the County upon completion of the Contract, the ENTITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the ENTITY keeps and maintains public records upon completion of the Contract, the ENTITY shall meet all applicable requirements for retaining public records. All records stored electronically by the ENTITY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the ENTITY to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. ENTITY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENTITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 32 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. ENTITY shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

ENTITY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of ENTITY's subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ENTITY shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. ENTITY shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period.

COUNTY shall terminate this CONTRACT if it has a good faith belief that ENTITY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that ENTITY's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify ENTITY to terminate its contract with the subconsultant and ENTITY shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, ENTITY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, ENTITY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

Remainder of this page intentionally left blank

Revised 1/28/21

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and ENTITY has hereunto set its hand the day and year above written.

ATTEST:

JOSEPH ABRUZZO
CLERK AND COMPTRROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Mayor

WITNESS:

Melinda Beckur
Signature

Melinda Beckur
Name (type or print)

David Sanchez
Signature

David Sanchez
Name (type or print)

ENTITY:

Veterinary Emergency Group
Company Name

Arica Bickel, DVM
Signature

Arica Bickel, DVM
Typed Name

Medical Director
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

(corp. seal)

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Department Director

SCOPE OF WORK

Scope of Work for VEG Services rev 4 Oct 22

VEG staff will work at their own establishment (current and proposed VEG facilities)

The after-hours emergency veterinary services program is intended to triage and stabilize animals brought to the VEG facility by a) Animal Care Officers (ACOs) or b) Designees who have received approval from Palm Beach County Division of Animal Care and Control (ACC) or Emergency Operations Center (EOC) Dispatch to seek treatment for ACC animals in need of emergency care. Animals will be returned to ACOs for transfer to ACC once animals are stabilized and/or treated. The anticipated number of animals to be served is 250 to 400 animals annually. VEG will be available to accept and hold animal patients for up to 12 hours until transport back to ACC can be completed.

VEG shall maintain complete animal treatment records on site, as required by law. Hard copies of the treatment records shall accompany each animal upon return to ACC.

VEG will provide specific metrics to ACC on a regular basis. The scope of data required for monitoring and quality control includes, but is not limited to, the following:

- Number of animals treated
- Specific medical treatments done
- Specific findings on alleged cruelty and abuse cases
- Time from intake to treatment
- Invoice(s) for payment. Invoices must include date(s), itemized description of services with cost, and either ACC Activity Number or individual identification number for each animal.

A. OVERNIGHT, EMERGENCY VETERINARY SERVICES

VEG will be responsible for performing the triage, emergency response, and stabilization of all animals brought to their facility by an ACO or Designee during the overnight hours. VEG is responsible for providing appropriate medical care to injured/sick animals to manage pain and discomfort. Extensive surgery and complex medical treatment shall be discussed after the animal is stabilized and comfortable, and would generally be beyond the scope of immediate care provided at VEG. For severely injured/sick animals, the attending veterinarians at VEG will decide if such animals should be immediately euthanized (in accordance with state law). VEG agrees to participate in further evaluation, conducted by ACC if warranted.

The specific, regular responsibilities of VEG include providing diagnostics and treatment. Stray and unowned pets will be managed conservatively with the goal to stabilize until transfer back to ACC by an ACO. Immediate treatment (such as laceration repairs) will be provided as needed to stabilize the animal. If an animal is unowned/stray, no heroic measures will be taken and euthanasia may

SCOPE OF WORK

be performed at the discretion of the attending veterinarian and in accordance with state law.

Potential diagnostics and treatments for presenting issues may include but not be limited to:

Hit By Car: Radiographs, FAST scan, blood pressure, conservative bloodwork (PCV/TS, BG, Lactate, NSAID panel, electrolytes), IVC, IVF, pain management, oxygen therapy, wound management/laceration repair, local anesthesia or general sedation, analgesia, injectable antimicrobials, and bandaging.

Dehydration: Conservative bloodwork, IVC, IVF, therapeutic injections for supportive care.

Laceration Repair: Conservative bloodwork, analgesia, general sedation or local anesthesia based on the lesion site and ease of access, IVC, IVF, wound management, bandaging, injectable antimicrobial therapy.

Pediatric Patient Supportive Care: Conservative bloodwork, radiographs, FAST scan, IVC, fluid therapy, and injectable supportive therapies as warranted.

Fading Kitten: BG monitoring, SQ fluid therapy, oral supplementation with Nutrical or oral dextrose solution, injectable supportive therapies as warranted, and nutritional and thermal support while under care.

Euthanasia: IVC placement, Propofol anesthesia, Euthanasia solution injection by a veterinarian or trained veterinary professional, Remains stored at refrigerator temperatures and picked up by ACO the following day for delivery to ACC.

Pricing for Diagnostics and Treatments shall be capped at a maximum amount as indicated below, per patient:*

Hit By Car	\$2000
Dehydration	\$500
Laceration Repair	\$600
Pediatric Patient Supportive Care	\$500
Fading Kitten	\$150
Rectal or Uterine Prolapse (medical treatment only, no OHE to correct uterine prolapse)	\$600
Anal sac abscess	\$400
Dystocia (puppies and kittens DNR besides basic resuscitation from nursing team/no extensive	\$2000

SCOPE OF WORK

measures, euthanasia in case of severe congenital defects)	
Euthanasia** Flat Fee of \$80 for any single litter of neonates under 4 weeks of age (age estimate OK under discretion of DVM).	\$80 flat fee per litter neonates 4 weeks and under.
For any litters and individuals older than 4 weeks of age (age estimate OK under discretion of DVM).	\$80 fee for any individual older than 4 weeks of age.

*Bills for the above-cited specific services must not exceed the amount listed above but could be less on a case by case basis.

B. OWNED ANIMAL/ANIMAL PART OF AN ABUSE OR NEGLECT INVESTIGATION:

Animals falling under this invoice category will be presented to VEG by an ACO. The ACO will confirm that the animal is owned or part of an abuse/neglect investigation and will communicate this status to VEG staff. The ACO must stay for the duration of case work for evidence collection (photographs, collection of matted fur, etc.).

The VEG attending veterinarian will assess, document, and treat potential/alleged animal abuse and/or neglect. The attending veterinarian will provide ACC with a signed and dated detailed typed report promptly.

When animals are brought to VEG from an outside source (not ACO) and there is a suspect neglect case, VEG Staff will contact Dispatch at 561-233-1200 (option 0) to report the case and ACO will respond to the VEG facility for photos, and collection of information. In both scenarios, ACC Veterinarians will serve as a second opinion to confirm or reject a suspicion of abuse. If the animal is released to the owner after treatment, the ACOs will perform follow-up home visits. Timing of follow-up visits will depend on severity of case and level of suspected neglect. Documentation of medical history may be requested to further support or reject suspect neglect.

Testimony at deposition or trial/hearing: VEG's attending Veterinarian may have to appear at a deposition or in court to testify as a witness if the VETERINARIAN examines or treats an animal that is or becomes the subject of a custody or animal cruelty proceeding. If the attending VETERINARIAN'S presence is requested at the hearing by the State or a party other than ACC, that party shall be responsible to pay for VETERINARIAN'S time and expenses. The flat fee charged to the County for deposition or court appearances by veterinary

SCOPE OF WORK

EXHIBIT "A"

staff will range from \$769.23 to \$1474.36, depending on level of veterinary expertise and their corresponding wage. The following veterinary staff will be paid at the following flat fee per day for any appearance at a deposition or hearing requested by the County:

- Dr. Bickel: \$1000.00
- Dr. Calle: \$1121.79
- Dr. Calhoon: \$897.44
- Dr. Halvorson: \$1121.79
- Dr. Gil: \$897.44
- Dr. Lippo: \$1474.36
- Dr. Perez: \$1000.00
- Dr. Pierce: \$769.23
- Dr. Rooney: \$897.44
- Dr. Scola: \$1025.64
- Interns (Dr. O'Daniel, Chan, Merrill, Timberlake): \$224.36

Any veterinarian not listed above will be paid an amount within the range of range from \$769.23 to \$1474.36 based on veterinary expertise and corresponding wage, which amount will be agreed to in writing by the County and VEG prior to the deposition or hearing. Any intern not listed about will be paid a flat fee of \$224.36 per day.

Pricing for Abuse and Neglect Investigation Cases:

- No charge for ER visit.
- 25% off the total bill.

CONTINUED CARE PACKAGE FOR ABUSE and NEGLECT CASE ANIMALS

Continued Care Packages (CCP) - These packages are for patients already hospitalized at ACC (i.e. that already have a diagnosis and treatment plan determined but need continued care after hours). They will be transferred directly from ACC to VEG

An animal from an abuse or neglect investigation case may be brought to VEG for a CCP, as needed. To be eligible for a CCP, a veterinarian from ACC must call to discuss and transfer the case to an attending veterinarian at VEG prior to the transfer of the patient to VEG and send a hard copy of the medical record (Chameleon Clinic Medical History Internal report printed in reverse chronological order).

- Level 1 - \$350/12 hours of hospitalization.
 - Description: Stable patient requiring basic nursing care, minimal monitoring, and analgesia and/ or fluid support *e.g. TPR, blood pressure, electrolytes, ECG, IVF, repeated analgesic therapy or other injectable therapeutics*

SCOPE OF WORK

- Examples of cases include: Recovery of unblocked cat; post-op orthopedic surgery, extensive dental case, spay or neuter, simple GI case, stable chronic renal failure patient. Animals arrive with a medical plan.
- Level 2 - \$550/12 hours of hospitalization.
 - Description: Stable patient requiring more intensive or more frequent nursing care, more frequent or more intensive nursing care, analgesia evaluations, IVF, and repeated therapy or other injectable therapeutics through the night *e.g. TPR q 2-3 hrs, blood pressure, electrolytes, ECG, oxygen therapy or nebulizations, repeated evaluations and analgesic plan modifications, additional supportive therapies added to the treatment plan, free fluid evaluations, IVC problem solving*
 - Examples of cases include: Post-op gastrotomy, splenectomy, enterotomy, cystotomy. Animals arrive with a medical plan but therapies may require adjustment throughout the evening.
- Level 3 - \$750/12 hours of hospitalization.
 - Description: Unstable patient, multiple interventions, unclear diagnosis, full monitoring
 - Examples of cases include: Blocked cat, cluster seizures, post-op GDV, congestive heart failure, diabetic ketoacidosis. Animals are arriving with a tentative treatment plan or arrived as an emergency. Intensive monitoring and additional therapies are anticipated.

C. CONTINUED CARE PACKAGE FOR SHELTER ANIMALS

Continued Care Packages (CCP) - These packages are for patients already hospitalized at ACC (i.e. that already have a diagnosis and treatment plan determined but need continued care after hours). They will be transferred directly from ACC to VEG.

A shelter animal may be brought to VEG for a CCP, as needed. To be eligible for a CCP, a veterinarian from ACC must call to discuss and transfer the case to an attending veterinarian at VEG prior to the transfer of the patient to VEG and send a hard copy of the medical record (Chameleon Clinic Medical History Internal report printed in reverse chronological order).

ACC will be charged in accordance with the pricing in paragraph A. above or the shelter discount (i.e. No ER visit charge and 25% off the bill) whichever is the greater discount.

- Level 1 - \$350/12 hours of hospitalization.

SCOPE OF WORK

- Description: Stable patient requiring basic nursing care, minimal monitoring, and analgesia and/ or fluid support *e.g. TPR, blood pressure, electrolytes, ECG, IVF, repeated analgesic therapy or other injectable therapeutics*
 - Examples of cases include: Recovery of unblocked cat; post-op orthopedic surgery, extensive dental case, spay or neuter, simple GI case, stable chronic renal failure patient. Animals arrive with a medical plan.
- Level 2 - \$550/12 hours of hospitalization.
 - Description: Stable patient requiring more intensive or more frequent nursing care, more frequent or more intensive nursing care, analgesia evaluations, IVF, and repeated therapy or other injectable therapeutics through the night *e.g. TPR q 2-3 hrs, blood pressure, electrolytes, ECG, oxygen therapy or nebulizations, repeated evaluations and analgesic plan modifications, additional supportive therapies added to the treatment plan, free fluid evaluations, IVC problem solving*
 - Examples of cases include: Post-op gastrotomy, splenectomy, enterotomy, cystotomy. Animals arrive with a medical plan but therapies may require adjustment throughout the evening.
 - Level 3 - \$750/12 hours of hospitalization.
 - Description: Unstable patient, multiple interventions, unclear diagnosis, full monitoring
 - Examples of cases include: Blocked cat, cluster seizures, post-op GDV, congestive heart failure, diabetic ketoacidosis. Animals are arriving with a tentative treatment plan or arrived as an emergency. Intensive monitoring and additional therapies are anticipated.
- Services provided at VEG by outside specialists (for example specialty surgery, ultrasound) will be at cost. An authorized ACC agent must approve outside specialist services and pricing in advance of the service being provided.
 - Where pricing for services is not included in the Scope of Work, the County shall pay for services rendered in accordance with the pricing in Exhibit B, with a 25% discount off of the total bill. The County will not be charged for the ER visit.

EXHIBIT "B"

The Scope of Work shall be completed by VEG in accordance with Exhibit A. Invoices will be issued by VEG no less than monthly.

