SERIAL 08076 S **VOUCHER PROGRAM SPAY/NEUTER CATS & DOGS**
(Madison Animal Hospital– Contract)

DATE OF LAST REVISION: June 16, 2016 **CONTRACT END DATE: July 31, 2018**

CONTRACT PERIOD THROUGH JULY 31, 2018

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **VOUCHER PROGRAM SPAY/NEUTER CATS & DOGS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 23, 2008 (Eff. 10/09/08).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

_____
Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

NP/at

Attach

Copy to: Office of Procurement Services
Mark Soto, Animal Care and Control
Peggy Butcher, Animal Care and Control

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

SERIAL 08076-S

This Agreement is entered into this 16th day of June, 2016 by and between Maricopa County Animal Care & Control Agency)of Maricopa County ("County"), a political subdivision of the State of Arizona, and Madison Animal Hospital, an Arizona corporation ("Provider") for the purchase of **VOUCHER PROGRAM SPAY/NEUTER SERVICES CATS & DOGS**

1.0 TERM

1.1 This agreement shall remain in force through the period ending July 31, 2018 dependent upon continuing requirements and funding, subject to termination language herein.

2.0 PAYMENT

2.1 As consideration for performance of the duties described herein, County shall pay Provider the sum(s) stated in Exhibit "A."

2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Agreement number, voucher number, authorized procedure performed, extended totals, etc.

2.3 INVOICING/PAYMENT:

After providing the service(s) as authorized by the "voucher", the provider shall invoice MCAC&C, in accordance with the authorized reimbursement schedule, on a monthly basis, including the endorsed voucher, and other pertinent information (weight, cat, dog, in heat, etc.) to allow prompt reimbursement. Invoicing shall be addressed/directed to the following address: MCAC&C, 2500 S. 27th Ave, Phoenix, AZ 85009 Attn: Medical Programs.

2.3.1 **The Provider shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

2.3.1.1 Company name, address and contact
2.3.1.2 County bill-to name and contact information
2.3.1.3 Agreement Serial Number
2.3.1.4 County issued "voucher" number
2.3.1.5 Invoice number and date
2.3.1.6 Payment terms
2.3.1.7 Date of service
2.3.1.8 Quantity
2.3.1.9 Description of service procedure
2.3.1.10 Pricing per unit of service
2.3.1.11 Extended price
2.3.1.12 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency.

3.0 DUTIES

3.1 The Provider shall perform all duties stated in Exhibit "B." and shall perform services at the location(s) and during the operational hours as stated

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Provider shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Agreement. Provider's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Agreement including any person for whose acts, errors, omissions or mistakes Provider may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

4.2 INSURANCE REQUIREMENTS:

Provider, at Provider's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Agreement.

Provider's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Provider shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Provider to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated,

however, to review such policies and/or endorsements or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of County's right to insist on strict fulfillment of Provider's obligations under this Agreement.

The insurance policies required by this Agreement except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Provider's work or service.

Provider is required to procure and maintain the following coverage as indicated below:

4.2.1 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.2.2 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to any of the Provider's owned, hired, and non-owned vehicles assigned to or used in performance of the Provider's work or services under this Agreement.

4.2.3 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Provider's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

Provider waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Provider pursuant to this Agreement.

4.2.4 Certificates of Insurance.

4.2.4.1 Prior to commencing work or services under this Agreement, Provider shall have insurance in effect as required by the Agreement, in the form provided by the County, issued by Provider's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE PROVIDER AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS AGREEMENT.**

In the event any insurance policy (ies) required by this Agreement is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Provider's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Agreement, a renewal certificate shall be sent to County fifteen (15) days prior to the expiration date.

4.2.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.3 NOTICES:

All notices given pursuant to the terms of this Agreement shall be addressed to:

For County:

Maricopa County
Department of Office of Procurement Services
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003

For Provider:

Madison Animal Hospital
Attn: Marci May
539 East Glendale Avenue Ste 1
Phoenix, AZ 85020

4.4 REQUIREMENTS CONTRACT:

4.4.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

4.4.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

4.4.3 Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.5 TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.6 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Agreement without penalty or further obligation within three years after execution of the agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement in behalf of the County is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Agreement.

4.9 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Provider any amounts Provider owes to the County for damages resulting from breach or deficiencies in performance under this agreement.

4.10 SUBCONTRACTING:

The Provider shall not assign this Agreement or subcontract to another party for performance of the terms and conditions hereof.

4.11 AMENDMENTS:

All amendments to this Agreement shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.12 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

4.12.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

4.13 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Provider in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Provider by the amount of the disallowance, or to require repayment of the disallowed amount by the Provider.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

4.15 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

4.15.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

4.15.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

4.15.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.15.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4.15.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

4.15.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

4.15.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

4.16 CONTRACTOR LICENSE REQUIREMENT:

4.16.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

4.16.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.17 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Agreement without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Agreement and to the performance hereunder.

4.18 INTEGRATION:

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.19 GOVERNING LAW:

This Agreement shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Agreement will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

4.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

4.20.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

4.20.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.21.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the

County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.21 APPROVED AS TO FORM:

This "agreement" to provide professional services: Serial 08076 - S, is approved as to form by the Maricopa County Attorney's Office. No amendments to this effort shall be made without the written consent of the Maricopa County Attorney's Office.

Madison Animal Hospital
NAME OF BUSINESS PROVIDING SERVICES

Wayne Anderson - Member
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

MARICOPA COUNTY, ARIZONA

BY: _____ _____
CHIEF PROCUREMENT OFFICER, DATE
OFFICE OF PROCUREMENT SERVICES

EXHIBIT A
PRICING

PROVIDER SHALL PROVIDE THE FOLLOWING SERVICES/PROCEDURES AS AUTHORIZED BY THE MCACC "SPAY /NEUTER VOUCHER PROGRAM WITH THE FULL UNDERSTANDING THAT FEES/COMPENSATION ARE PRE-DETERMINED. ONLY THE FEES AUTHORIZED BY THE "VOUCHER" SHALL BE THE RESPONSIBILITY OF THE COUNTY. FEES/COMPENSATION AS LISTED BELOW ARE THE ONLY AUTHORIZED FEES/COMPENSATION.

VOUCHER PROGRAM AUTHORIZED REIMBURSEMENTS:

	Dog Spay				**Dog Neuter**		**Cat Spay**	**Cat Neuter**	**In-heat**	**Pregnant**	**Cryptorchid**	**Rabies Vx**
										(includes fluids)		
Weight	<40	< 65	<100	>101	<40	>41			**Plus** $10	**Plus Dog-** $20	**Plus**	$10
(lbs)										**Cat** -$ 10	**Dog** $ 50	
Authorized Payment	$70	$85	$100	$125	$55	$70	$60	$30			**Cat** $ 25	

LIST THE LOCATION(S) OF ALL PARTICIPATING FACILITY(IES) AND CLEARLY NOTE THE DAYS AND HOURS OF OPERATION BELOW: MANDATORY

Madison Animal Hospital

539 East Glendale Avenue, Ste 1

Phoenix, AZ 85020

602-358-7815 M – F 7:30 a.m. – 7:00 p.m. Sat.- Sun. 8:00 a.m. – 6:00 p.m.

EXHIBIT B
SCOPE OF WORK

Provider agrees to provide Voucher Program Spay/Neuter Services for cats and dogs, in full compliance with the following Scope of Work stated below and in EXHIBIT A.

1.1 Provider(s) shall be a current Arizona licensed Veterinarian or Veterinary clinic and shall specialize in dog and cat surgical sterilization. ***The provider's facility shall be physically located within Maricopa County***. The provider shall maintain the necessary license(s), for the duration of this agreement. The provider's facility(ies) shall have and maintain a current premise license.

1.2 The nature of the work is to sterilize (spay/neuter) dogs and cats owned by private citizens at the request of Maricopa County Animal Care & Control (via approved voucher). Scheduling, surgery, consultation, and post operative care (if needed) will be provided by the provider. **Rabies vaccinations, in some cases, may be required, but will be administered by the provider, *only* when MCAC&C makes such a request on the voucher.** Procedure liability is assumed by the provider.

1.3 **Spay/Neutering procedures for more than 3000 dogs/cats on an annual basis is anticipated.** Providers shall maintain the appropriate veterinarian(s), staff and ability to process at least 40 sterilizations per month. Documentation to support the ability to handle large numbers of sterilization procedures must be provided if requested.

1.4 Provider shall offer services between the hours of 7:00A.M. to 6:00 P.M. (approximate) Standard office hours shall be submitted with the bid response. Applicants/respondents with multiple participating locations may be given preference, to best serve the population/geographical areas of Maricopa County.

1.5 Any and all procedures performed shall be authorized by the respective pet owner. Provider shall understand that any services provided, beyond those authorized by the "voucher", are the responsibility of the pet owner, and will not be reimbursed by the County. Additional services may be recommended, but shall not be required in order to receive sterilization services. MCAC&C will only pay the fees/compensation amounts as listed in the Authorized Reimbursements chart, found below. The provider agrees to accept the voucher fees listed as full and complete compensation for the services listed thereon and that all facilities and services related to the sterilization of the animal, without limitation, admission, examination, anesthesia, stitch removal, follow up for sterilization related complications, etc. are inclusive in the authorized reimbursement amount(s).

1.6 The provider may reject animals presented by the public for services only if; in their professional opinion, the sterilization cannot be safely performed due to the existing health of the animal. Documentation of any denial shall be made available to MCAC&C. Sterilization services for animals in heat, pregnant, or cryptorchid are to be provided and will be compensated, as stated in the applicable compensation schedule.

1.7 The provider shall be presented an "authorized voucher", by the pet owner. The provider shall ask the pet owner for appropriate ID, to determine it is in agreement with the "voucher". Responsibility for scheduling, etc. is the responsibility of the pet owner, in coordination with the provider. The provider shall provide MCAC&C with "vouchers" that are duly endorsed and attach appropriate documentation certifying that the service procedures authorized have been performed, with payment invoices.

SERIAL 08076-S

MADISON ANIMAL HOSPITAL, 539 E. GLENDALE AVE., STE 1, PHOENIX, AZ 85020

PRICING SHEET: NIGP 96186

Terms:	Net 10 EOM
Vendor Number:	2011006783 0
Telephone Number:	602-358-7815
Fax Number:	602-254-3942
Contact Person:	Marci May
E-Mail Address:	mmay@arrowvets.com
Contract Period:	To cover the period ending **July 31, 2018.**