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

DATE OF LAST REVISION: July 31, 2014 **CONTRACT END DATE: July 31, 2018**

CONTRACT PERIOD THROUGH ~~JULY 30~~, ~~2013~~ ~~2014~~ **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. 04/01/09).**

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/ao
Attach

Copy to: **Office of Procurement Services**
Mark Soto, Animal Care & Control

(Please remove Serial 05208-S from your contract notebooks)

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

SERIAL 08076-S

This Agreement is entered into this 1st day of April, 2009 by and between Maricopa County Animal Care & Control Agency)of Maricopa County ("County"), a political subdivision of the State of Arizona, and Westbrook 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 30~~, ~~2013~~ ~~2014~~ **July 31, 2018** dependent upon continuing requirements and funding, subject to termination language herein.

1.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Provider(s) may extend the period of this Agreement up to a maximum of five (5), one (1) year options. The Provider shall be notified in writing by the **Office of Procurement Services** of the County's intention to extend the agreement period at least thirty (30) calendar days prior to the expiration of the original agreement period.

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 two (2) legible copies 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.

2.4 PROCUREMENT CARD PAYMENT CAPABILITY:

It is the intent of Maricopa County to utilize a Procurement Card, for all payments for services provided in accordance with this agreement. ***All applicants shall have the full capability of accepting payment via Procurement Card, without exception. No other method of "payment" will be utilized.*** Payment will be made within ten (10) days EOM of receipt of properly completed invoice

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++6. 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 coverages 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 $1,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $2,000,000 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 $1,000,000 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 $100,000 for each accident, $100,000 disease for each employee, and $500,000 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
Office of Procurement Services
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003

For Provider:

Westbrook Animal Hospital
Attn: Melissa Penwell
8996 W. Union Hills Dr., Ste 107
Peoria, AZ 85382
Telephone: 623-825-9170
Facsimile: 623-825-9175
Email: mpenwell@arrowgrouphospitals.com

4.5 REQUIREMENTS AGREEMENT:

Professional Services Provider signifies its understanding and agreement by signing this document that this Agreement is a requirements agreement. This Agreement does not guarantee any "quantity" of professional services will be required for any given period. "Orders" will only be placed when the County identifies a need and issues the appropriate "voucher" for given services.

4.6 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Provider shall immediately stop all work, as directed in the notice, and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Provider under the Agreement shall become the property of and be delivered to the County upon demand. The Provider shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.7 TERMINATION FOR DEFAULT:

4.7.1 In addition to the rights reserved in the Agreement, the County may terminate the Agreement in whole or in part due to the failure of the Provider to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Provider.

4.7.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Provider under the Agreement shall become the property of and be delivered to the County on demand.

4.7.3 The County may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Provider shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Provider.

4.7.4 The Provider shall continue to perform, in accordance with the requirements of the Agreement to the date of termination, as directed in the termination notice.

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 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

4.10.1.2 have not within 3-year period preceding this Agreement 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;

4.10.1.3 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

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

4.10.2 Should the Provider not be able to provide this certification, an explanation as to why should be attached to the Agreement.

4.10.3 The Provider 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 Agreement.

4.11 SUBCONTRACTING:

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

4.12 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.

4.13 RETENTION OF RECORDS:

The Provider agrees to retain all financial books, records, and other documents relevant to this Agreement for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. 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.

If the Provider's books, records and other documents relevant to this Agreement are not sufficient to support and document that requested services were provided, the Provider shall reimburse Maricopa County for the services not so adequately supported and documented.

4.14 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.

4.15 ALTERNATIVE DISPUTE RESOLUTION:

4.15.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.15.1.1 Render a decision;

4.15.1.2 Notify the parties that the exhibits are available for retrieval; and

4.15.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.15.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.15.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.16 SEVERABILITY:

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.

4.17 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 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.

_____
NAME OF BUSINESS PROVIDING SERVICES

_____ _____
PRINTED NAME AND TITLE AUTHORIZED SIGNATURE

MARICOPA COUNTY, ARIZONA

BY: _____ _____
DIRECTOR, **Office of Procurement Services** DATE

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

Westbrook Animal Hospital, 8996 W. Union Hills Dr Ste 107, Peoria, AZ 85382

M – F 7:30 AM – 7:00 PM Sat. 8:00 AM – 3:00 PM Closed Sunday

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 can not 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.

WESTBROOK ANIMAL HOSPITAL, 8996 W. UNION HILLS DRIVE, SUITE 107, PEORIA, AZ 85382

PRICING SHEET: NIGP 96186

Terms:	Net 10 EOM
Vendor Number:	W000010194 X
Telephone Number:	623-825-9170
Fax Number:	**623-825-9175**
Contact Person:	Melissa Penwell
E-Mail Address:	mpenwell@arrowgrouphospitals.com
Contract Period:	To cover the period ending ~~July 30~~, ~~2013~~ ~~2014~~ **July 31, 2018**