

Miami Dade County Animal Services Relief Veterinary Service Agreement

This Relief Veterinary Services Agreement (“Agreement”) is entered into this _____ day of _____, 20_____, between Miami Dade County Animal Services (hereinafter called “The County”) and _____, D.V.M., a veterinarian licensed by the State of Florida, (hereinafter referred to as “Contractor”) whose business address is _____, and is made with reference to the following facts and understandings:

- A. Contractor is a licensed veterinarian practicing and doing business in the State of Florida and is engaged in the practice of veterinary medicine and surgery as a relief veterinarian. The license shall be maintained throughout the term of the Agreement.
- B. As a relief veterinarian, Contractor shall examine, evaluate, diagnose, treat and provide the necessary veterinary and health care needs of the County’s animal population, including emergency veterinary services; prescribe, dispense, and administer prescription medications and perform sterilization services as outlined in the scope of work.
- C. Contractor shall provide the services outlined herein at the following locations:
 - Location No. 1:** Main Shelter – 3599 NW 79th Avenue, Doral, FL
 - 1. High volume spay/neuter surgery
 - 2. Rabies vaccination clinic
 - 3. Examine injured/ill pets left at the shelter and write treatment protocol for technicians
 - 4. Other surgeries, such as wound repair, as appropriate.
 - Location No. 2:** Mobile Animal Clinic (MAC) Unit – various locations
 - 1. High volume spay/neuter surgery
 - Location No. 3:** Off-Site Spay/Neuter Special Events – various locations
 - 1. ASD may schedule a minimum of four (4), but no more than sixteen (16) events annually.
 - 2. High volume spay/neuter surgery
 - Location No. 4:** Homestead Animal Clinic - 1034 NE 8th St, Homestead, FL
 - 1. High volume spay/neuter surgeries.
 - Location No. 5:** Community Cat Clinic (CCC) - 10700 SW 211 St, Cutler Bay, FL
 - 1. High volume spay/neuter surgeries.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

ARTICLE 1 Duration of Contract

Section 1.1 This Agreement is effective _____, and shall remain in effect until the services specified herein have been performed, or until terminated in accordance with provisions of Article 7 of this Agreement.

ARTICLE 2

Independent Contractor Status

Section 2.1 Contractor shall at all times provide services as an independent contractor and shall not provide services as an employee, joint venturer, partner or other agent of The County. Nothing in this Agreement is intended to create or imply any other form of relationship. The County shall not classify Contractor as an employee for any purposes, including the provision of workers compensation coverage, payroll processing or benefits, nor shall The County make any employee-related deduction from payments due to Contractor.

Section 2.2 Non-Exclusive Relationship. The County acknowledges and agrees that Contractor shall have the right to engage in independent veterinary practice and shall have the right to provide relief or other veterinarian services to any other person or entity, before, during, and after the term of this Agreement.

Section 2.3 Use of The County's Premises. The County and Contractor understand that due to the nature of the profession of veterinary medicine as a health profession providing medical and surgical services to the public and their pets, it is customary that Contractor render services to The County on The County's premises. The parties agree such arrangements should in no way impair the independent contractor relationship between the parties.

Section 2.4 Contractor shall conduct Contractor's business in a manner compliant with the laws and professional standards set forth by the Florida Veterinary Medical Board, the American Veterinary Medical Association and in accordance with the values and ethics of the veterinary profession. The County agrees that it will in no way interfere with Contractor's professional and ethical obligations.

ARTICLE 3

Services Provided By Contractor

Section 3.1 Contractor agrees to provide veterinary care services outlined in Addendum 1. Contractor shall provide these services on the dates and times set forth in the Services Schedule attached hereto and as updated from time to time by agreement of the parties.

Section 3.2 Contractor retains sole and absolute discretion and judgment in the manner, method, and means of performing Contractor's duties under this Agreement. This shall include, but not be limited to, Contractor's right to prescribe, treat, and diagnose in accordance with Contractor's professional judgment. The County shall not have any right to control or determine the means or methods used by Contractor.

Section 3.3 Scheduled appointments and surgeries will be covered within the duties to be performed by Contractor as well as emergencies or nonscheduled procedures that may arise, with acceptance and timing of such duties to be at the discretion of Contractor.

Section 3.4 Contractor may perform services under this Agreement using Contractor's own supplies, tools, and instrumentalities or may use the equipment, supplies, tools, and instrumentalities existing on The County's premises.

ARTICLE 4 **Fees**

Section 4.1 In consideration for the services to be performed by Contractor, The County agrees to pay Contractor in accordance with Contractor's Schedule of Fees attached hereto. The amount of fees charged for services may change from time to time, and Contractor shall provide a new fee schedule attachment as the fee schedule is updated.

ARTICLE 5 **Other Obligations of Contractor**

Section 5.1 Contractor agrees to comply with all reasonable requests of The County necessary to perform services outlined under this Agreement. Contractor also agrees to provide access to all pertinent information and documentation necessary to the performance of Contractor's services.

Section 5.2 Contractor is responsible for Contractor's operating expenses, including, but not limited to, transportation costs (except as specified under the fee schedule), meals, clothing, personal equipment and tools, insurance and accounting.

Section 5.3 Contractor is responsible for obtaining and maintaining her own medical insurance or workers' compensation insurance, to the extent required in the operation of Contractor's business.

Section 5.4 Contractor shall ensure compliance with veterinary medical care guidelines for spay/neuter programs as established by The Association of Shelter Veterinarians Guidelines, to include, but not limited to, standards for pre-operable care, animal housing, record keeping, anesthetic management, surgical care, animal preparation, surgical procedures for animals and post-operative care.

Section 5.5 Contractor shall issue to The County invoices monthly or at other reasonable intervals, setting forth the date of service and all fees due for each date of service.

Section 5.6 Contractor shall work with the Clinic Administrator to confirm the schedule, location, and break period for the hours they will provide services.

Section 5.7 Contractor shall be responsible for developing and submitting a timesheet for verification to the departments Chief Veterinarian for confirmation that services were received. Contractor shall adhere to the minimum requirements for Spay/Neuter Veterinarian providing sterilization services at a rate of four (4) surgeries per hour.

ARTICLE 6 **Obligations of The County**

Section 6.1 The County agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement. The County also agrees to provide access to all pertinent information and documentation necessary to the performance of Contractor's services.

Section 6.3 The County may provide the Veterinarian with three (3) sets of scrubs which they must always wear while providing services on or offsite. This may include a County ID Badge which shall only be worn & used during the hours in which the Contractor is working. Upon closure of this agreement, the Contractor shall return all items to the Clinic Administrator. Should the department not provide uniforms, the awarded bidder shall adhere to the standards set forth by the Chief Veterinarian for Animal Services, set forth upon commencement of services by a purchase order.

Section 6.2 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by The County without the prior written consent of Contractor.

Section 6.3 The County agrees to provide full access to The County's facilities, equipment, tools and medicines as reasonably needed to provide services under this Agreement.

Section 6.4 The County shall pay Contractor the fees set forth in Contractor's invoices issued to The County. Payment shall be made within XX days, unless stated otherwise on the billing invoice.

Section 6.5 Cancellation. The County shall provide at least 10 days advance notice of cancellation of any service appointments listed in the Services Schedule.

ARTICLE 7
Termination of Contract

Section 7.1 This Agreement shall automatically terminate on the occurrence of any of the following:

- A. Bankruptcy or insolvency of either party;
- B. Sale of business upon sixty (60) days written notice from selling party;
- C. Death of either party (or principal if the party is an entity);
- D. Mutual written consent of both parties;
- E. Default in performance of the Agreement by either party;
- F. Physical or verbal conduct resulting in injury or damage to the other; or
- G. Failure to remit payment as agreed herein.

Section 7.2 This Agreement may be terminated by The County upon written notice to Contractor. Contractor may terminate this agreement upon 45 days advance written notice to The County.

Section 7.3 The provisions of Sections 4.1 and Article 8 shall survive the termination of this Agreement.

ARTICLE 8
General Provisions

Section 8.1 Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three days after mailing.

Section 8.2 Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit

the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Section 8.3 Contractor is providing relief services from time to time on an interim basis, and therefore cannot be responsible for the various risks that may arise during the course of treatment for any particular animal. Contractor's liability shall be limited to that portion of any injury or loss directly caused by the affirmative actions of Contractor. Contractor's liability for omissions shall be limited to those omissions that occur after Contractor had actual knowledge of facts and circumstances requiring Contractor to act in a different manner under the applicable standard of care, and shall further be limited to the harm or loss directly caused by such omission(s).

Section 8.4 This Agreement, together with the attached schedules, supersedes any and all prior agreements or understandings between the parties, whether written, oral or implied, and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no promises, or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, except to the extent set forth herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties.

Section 8.4 This Agreement will be governed by the laws of the State of Florida. Any action related to or otherwise arising from this agreement shall be brought in the Eleventh Judicial Circuit Court of the State of Florida. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force.

Section 8.5 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 8.6 Entering this agreement constitutes the contractors full understanding, acknowledgment and agreement to conduct business in line with the [County's Terms & Conditions](#).

ARTICLE 9 **Insurance Requirements**

Section 9.1 Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions

of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Section 9.2 The following language replaces the insurance requirements listed in Section 1, General Terms and Condition, Paragraph 1. 22A for Commercial General Liability Insurance and Automobile Liability Insurance: The Contractor shall furnish to Miami Dade County Animal Services, 3599 NW 79th Ave, Doral, FL 33122 (to include all additional locations outlined on this invitation to quote), Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$300,000 per occurrence, and \$300,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$300,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

ARTICLE 10
Non-Collusion Affidavit

(In accordance with Sections 2-8.1.1 and 10-33.02.1 of the Code of Miami-Dade County)

I, the undersigned, am over 18 years of age, have personal knowledge of the facts stated in the Non-Collusion Affidavit (this Affidavit) and I am an owner, officer, director, principal shareholder and/or otherwise authorized to bind the Bidder/Proposer of this solicitation.

A. I have reviewed the list of respondents attached to this Affidavit. I state that the Bidder/Proposer of this competitive solicitation

(check one):

is not related to any of the other respondents submitting a Bid/Proposal in the competitive solicitation.

is related to the following respondents who submitted a Bid/Proposal in the competitive solicitation, which are identified and listed below:

B. I state that the Bidder/Proposer of this competitive solicitation:

1. has prepared this Bid/Proposal independently without consultation, communication, agreement or arrangement with any other Bidder/Proposer or competitor for the purpose of restricting competition;
2. has submitted the Bid/Proposal in its own behalf, and not in the interest or on behalf of any person not therein named;
3. has not, directly or indirectly, induced or solicited any other Bidder/Proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing;
4. has not in any manner sought by collusion to secure an advantage over any other Bidder/Proposer.

Note: Any person or entity that fails to submit this executed Affidavit shall be ineligible for contract award. In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and

management of such related parties in preparation and submittal of such Bids. Related parties shall mean the Bidder/Proposer; the principals, corporate officers, and managers of a Bidder/Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Bidder/Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Bidder/Proposer for the same contract or in which a parent company or the principals thereof of one Bidder/Proposer have a direct or indirect ownership interest in another Bidder/Proposer for the same contract. Bid/Proposal found to be collusive shall be rejected. Bidder/Proposer who has been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

Written Declaration: Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, accurate, and complete.

IN WITNESS WHEREOF, this contract is executed in Miami Dade County, State of Florida, on the date and year first above written.

CONTRACTOR:

signature: _____
print: _____ date _____

THE COUNTY:

signature: _____
print: _____ date _____

Addendum 1

Positions & Service Outline

a. High Volume Sterilization Veterinarian

The Spay/Neuter Veterinarian is the leader of the surgical unit for the surgery day. They perform all spay and neuter surgeries on dogs and cats at our stationary clinics and mobile hospitals in accordance with “Standards for High Quality High Volume Spay/Neuter,” published in JAVMA July 2008. The Spay/Neuter Veterinarian performs post-operative rechecks as requested by adopters or staff to ensure adequate healing and recommends appropriate vaccination and preventive health care for all animals. It is also their responsibility to ensure all controlled drugs are adequately accounted for and stored properly, medical records are completed correctly, and to communicate personally with clients regarding any complications with surgery that occur and any additional care their pet may need. Daily expectation includes providing services to 30 patients at minimum; the veterinarian must report the total sterilization surgeries performed each shift.

The hourly rate for HQHVSN (High-Quality High-Volume Spay Neuter) veterinarians. That hourly rate shall be increased annually on January 1st by the amount of the consumer price index (CPI) for the preceding year as published by the U.S. Bureau of Labor Statistics (e.g. on January 1, 2023, the rate shall be increased by the CPI published in December 2022). This solicitation is providing each participating Veterinarian with the opportunity to provide for the hourly rate on each line, per the services requested. We kindly ask each Veterinarian to review the document, enter his or her qualified hourly rate as per such data provided by the CPI.

b. Wellness Veterinarian

The Wellness Veterinarian is the leader of the wellness services unit for the day. The Wellness Veterinarian establishes a Veterinarian-Client-Patient Relationship by examining a pet and communicating to the client recommendations for appropriate vaccinations and preventive health care for their pet. Wellness Veterinarians at ASD also communicate with owners of unaltered animals on the health and social benefits of spay/neuter. It is also their responsibility to ensure medical records are completed accurately and to communicate directly to the owner any possible conditions that may need follow-up from a full-service veterinarian.

c. Shelter Veterinarian

The Shelter Veterinarian is the leader of the clinical services for the day. Shelter medicine includes all areas of veterinary practice important to the care and management of homeless animals and animals at risk of homelessness. Shelter Veterinarians must consider the health of the individual animal as well as the entire animal population. They must be knowledgeable in a wide variety of areas, including medicine, animal husbandry, resource management, risk analysis, population management, epidemiology, infectious disease, animal behavior, and public health, in addition to traditional medicine and surgery.

d. Board-Certified Veterinary Surgeon

A Veterinary Surgeon has undergone additional training after veterinary school in order to become a specialist and this training meets the guidelines established by the American College of Veterinary Surgeons (ACVS). Veterinary Surgeons work closely with the Chief Veterinarian and the shelter’s clinical team to evaluate surgical cases and provide continuity of care for each patient. Following surgery and any postoperative follow-up care, the shelter’s veterinary team resumes ongoing care of the animal. Veterinary Surgeons provide the very best in surgical care and experience in various orthopedic and soft tissue procedures. They also act as a resource for shelter veterinarians by providing consultations on difficult or unusual cases. With their advanced training, Veterinary Surgeons offer expertise that ensures the best possible outcome for the patient.

CONTRACTOR:

Name: _____ Veterinary License #: _____

Mailing Address: _____
City State Zip Code

Business Address: _____
City State Zip Code

Phone Number: _____ Email address: _____

signature: _____
print date

MIAMI DADE COUNTY REPRESENTATIVE:

Name: _____ Date: _____

Signature: _____ Title: _____

Addendum 2

20XX SCHEDULE OF FEES

This Addendum is effective _____, and will continue in effect until further notice, and will supersede any previous Fee Schedules.

High Volume Sterilization Veterinarian	\$_____ (hourly rate, up to 8hrs) \$_____ (overtime hourly rate, after 8hrs)
Wellness Veterinarian	\$_____ (hourly rate, up to 8hrs) \$_____ (overtime hourly rate, after 8hrs)
Shelter Veterinarian	\$_____ (hourly rate, up to 8hrs) \$_____ (overtime hourly rate, after 8hrs)
Board-Certified Veterinary Surgeon	\$_____ (hourly rate, up to 8hrs) \$_____ (overtime hourly rate, after 8hrs)

CONTRACTOR:

Name: _____

Date: _____

Signature: _____

Title: _____

MIAMI DADE COUNTY REPRESENTATIVE:

Name: _____

Date: _____

Signature: _____

Title: _____