

## REIMBURSEMENT AGREEMENT

(Yolo County Animal Services)

THIS REIMBURSEMENT AGREEMENT is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of the Center for Companion Animal Health at its Davis Campus (University) and the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of the YOLO COUNTY SHERIFF'S OFFICE and its Yolo County Animal Services (YCAS).

The parties agree as follows:

1. Services by University. University shall provide one veterinarian as more fully described in "Exhibit A" to provide quality veterinary care for the shelter population at Yolo County Animal Services (YCAS).
2. Term/Location. The term of this agreement is from July 1, 2021 through June 30, 2023. Services to take place at the Yolo County Sheriff's Department, Animal Shelter in Woodland, CA and additional locations as may be necessary from time-to-time.
3. Reimbursement by YCAS. In consideration of the services described in section 1 and in accordance with the method of payment set forth in Exhibit A, YCAS shall reimburse University up to the maximum amount of \$977,626.76 for services provided under this agreement. YCAS will pay University within 30 days of receipt of University's invoice.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by written agreement of the parties.
5. Indemnification. The parties shall defend, indemnify, and hold each other harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
6. Notification. Any notice required or permitted hereunder shall be sent via U.S. mail, postage prepaid, or by personal service, e-mail or facsimile, or as may otherwise be permitted by law, addressed as set forth in this section. Either party may change its address by written notice to the other during the term.

### UNIVERSITY

Erin N. Losado  
Business & Revenue Contracts  
University of California  
One Shields Ave  
Davis, CA 95616  
E-mail: [enlosado@ucdavis.edu](mailto:enlosado@ucdavis.edu)

### YCAS

Mirthala Santizo  
Yolo County Animal Services  
140 Tony Diaz Drive  
Woodland, CA 95776  
E-mail : [mirthala.santizo@yolocounty.org](mailto:mirthala.santizo@yolocounty.org)

7. Insurance. University shall maintain the following insurance.
- a. General Liability: Comprehensive or commercial form general liability self-insurance. If this insurance is written on a claims made form, it shall continue for three (3) years following termination of the agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.
 

a. each occurrence	\$1,000,000
b. products/completed operations aggregate	\$2,000,000
c. personal and advertising injury	\$1,000,000
d. general aggregate	\$2,000,000
  - b. Business Automobile Liability: Business automobile insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than \$1,000,000.
  - c. Workers' Compensation: Workers' compensation insurance as required by California Law
8. Applicable Law. This agreement shall be construed pursuant to California law. Any action or proceeding arising out of this agreement shall be filed and resolved in a California State court located in Woodland, California.
9. Use of University's Name. YCAS shall not use the name of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
10. Relationship of the Parties.
- a. University is an independent contractor and not an agent, officer or employee of YCAS. The parties mutually understand that this agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
  - b. Neither University nor any UCD Vets shall have any claim against YCAS for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
  - c. University is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.
  - d. As an independent contractor, University is not subject to the direction and control of YCAS except as to the final result contracted for under this agreement.
  - e. University may provide services to others during the same period University provides service to YCAS under this agreement.
  - f. Any third persons employed by University shall be under University's exclusive direction, supervision and control. University shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.
  - g. University, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid under this agreement.

11. Time Limit for Action. No action, regardless of form, arising from transactions under this agreement may be brought by either party more than one year after the cause of action has accrued.
12. Federal Exclusion Warranty. The parties each warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs <https://www.sam.gov/index.html/##11#1>. This agreement shall be subject to immediate termination in the event that either party is excluded from participation in any federal healthcare or procurement program.
13. Termination. This agreement may be terminated by either party upon thirty (30) working days' written notice to the other party. If this agreement is terminated at any time during its term, University shall be reimbursed for all completed services rendered up to and including the effective date of the termination.
14. The parties shall comply with all applicable laws and regulations including but not limited to any that are promulgated to prevent conflicts of interest. Each party shall defend the other and reimburse it for any fines, damages or costs (including attorneys' fees) that might be incurred or assessed based upon a claim or determination that the party has violated any applicable law or regulation.
15. Whole Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

COUNTY OF YOLO

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

by: \_\_\_\_\_  
(authorized signature)

by: \_\_\_\_\_  
Steven T. Kobayashi  
Interim Associate Director  
Procurement & Contracting Services  
UC Davis

print name: \_\_\_\_\_

date: \_\_\_\_\_

title: \_\_\_\_\_

date: \_\_\_\_\_

Approved as to Form



Philip J. Pogledich,  
County Counsel

## Exhibit A - Shelter Veterinary Services and Compensation

### A. Professional Veterinary Medical Services

1. University shall provide up to 1.25 full-time equivalent (FTE) Veterinarians (the "UCD Vets") to provide the full range of services described in Section 4, below, to ensure quality veterinary care for the shelter population at Yolo County Animal Services (YCAS) and facilitate interaction between YCAS and the UC Davis Koret Shelter Medicine Program (KSMP). These services include direct medical and surgical care to benefit shelter animals. In consultation with the UC Davis KSMP and the YCAS director and personnel, the UCD Vets shall develop and implement protocols related to shelter animal health and care. Daily scheduling of the UCD Vets will be determined by the UCD Vets and will typically exclude University holidays, vacation time, sick time, or other appropriate PTO and CE days.
2. University shall provide up to 3 FTE Animal Health Technicians (the "UCD AHTs") to provide all support services necessary to assist the UCD Vets and the UCD Relief Vets, as defined below, with providing veterinary services and support. The UCD AHTS will directly report to the UCD Vets and will only be responsible for duties assigned to them by the UCD Vets. Daily scheduling of the UCD AHTs will be determined by the UCD Vets and will typically exclude University holidays, vacation time, sick time, or other appropriate PTO and CE days.
3. Subject to relief veterinarian availability, University shall provide up to 0.15 FTE Relief Veterinarians (the "UCD Relief Vets") to provide veterinary services and coverage for the UCD Vets while on vacation leave, sick leave or other PTO. The UCD Relief Vets will cover the regular duties of the UCD Vets as shown in section A.4, based on hours of coverage available, as well as the UCD Relief Vets skill set and facility priorities. References to the "UCD Vets" in this Exhibit shall include the UCD Relief Vets.
4. The UCD Vets shall provide all services currently defined as part of the shelter's veterinary services for shelter animals and serve as the Shelter Veterinarian at the Yolo County Sheriff's Department, Animal Services facility to provide consistent and quality veterinary care for the shelter population consisting primarily of dogs and cats. By way of example only, this includes all routine and customary veterinary services, such as performing examinations, directing diagnostics to be performed, prescribing treatment, and generally overseeing medical care of shelter animals as well as a limited amount of administrative duties. It also includes providing spay/neuter and other soft tissue surgeries for shelter animals and shelter medical care. Other examples of services to be provided include, without limitation:
  - Making recommendations about the appropriate temporary holding and medical care (including recommending utilizing experts in other species as needed) of other species such as exotic animals, wildlife and livestock;
  - Working with the UC Davis Shelter Medicine team and shelter personnel to maintain a preventative care program for the shelter;
  - Monitoring population health, investigate incidence of disease and design and implement procedures to reduce disease spread.

- Working with KSMP providing input into animal management decisions, oversee the animal medical records and recommend and oversee the purchase of medical supplies and equipment. Consult on cruelty investigations and other legal considerations as needed;
  - Working with the Veterinary Medical Teaching Hospital in providing medical opportunities for students and residents and maintain an open and positive relationship with the shelter and the UC Davis School of Veterinary Medicine. Attend shelter medicine rounds and participate in didactic and practice training of shelter staff and volunteers and veterinary students. Provide direct interaction of the medical staff at the shelter and appropriate feedback to shelter staff's direct supervisors in the event of any concerns. Work with and provide supervision of senior externs while at the shelter.
  - Develop or consult on written protocols relating to shelter animal health and well-being, including feeding, housing, cleaning, euthanasia, recognition and treatment of common medical conditions and wellness care. Maintain medical records and population health data. Participate in selection, training and supervision of medical program personnel. Participate in UC Davis Shelter Medicine Rounds and maintain open and positive relationship between the Shelter and the Veterinary Medical Teaching Hospital. Assist the shelter with providing instruction and supervision to shelter staff, volunteers and other elements working at the shelter. The "supervision" of shelter staff would only occur when shelter staff are performing duties/tasks that require (a) a veterinary license and (b) veterinary supervision. Assist the shelter with developing written training materials regarding shelter animal health care.
  - The UCD veterinary staff shall monitor and maintain current inventory levels of any and all veterinary medical supplies. Notification of low inventory shall be given to YCAS, via the Veterinary Medical Supply Inventory form, stating the product and quantity needed.
5. The UCD AHTs at the Yolo County Sheriff's Department, Animal Services facility will provide technical support for the UCD Vets. UCD AHTs will directly report to the UCD Vets. Shelter management and supervisors will bring any potential concerns regarding the UCD AHTs directly to the UCD Vets.
6. Anticipated UCD Vet and AHT (collectively referred to as the "UCD staff") job duties time allocation:
- 45% Spay/Neuter and Soft Tissue Surgery for Shelter Animals  
Perform spay/neuter surgeries and other procedures on shelter animals, as indicated, taking into account the available resources at the shelter.
- 45% Shelter Medicine  
Assess general population health, provide treatment for sick and injured shelter animals. Oversee maintenance of medical area and supplies.
- 10% Administrative

B. YCAS Responsibilities

1. County shall provide office space, office supplies, utilities, and any other office equipment required in the performance of UCD staff administrative duties, to the same degree provided its own employees.
2. County shall provide veterinary medical and surgical equipment and supplies, diagnostics, pharmacy supplies, and all other resources necessary for the UCD staff to provide such services.
3. County shall provide an appropriate work environment in compliance with national, state, local regulations and policies. Upon notice of violation, County shall investigate and resolve complaints pursuant to the County's Policies and Procedures except that any matters that may result in discipline of a University employee shall be referred to the University for consideration as soon as the involvement of a University employee becomes known to County. University shall have sole and absolute discretion and responsibility for all disciplinary decisions affecting its employees.
4. County shall contract independently, at its sole cost and expense, for coverage of after-hours and emergency care of shelter animals. University is not responsible for any fees or charges acquired at the after-hours/ emergency care facility.

C. Compensation

1. For the services described in Section A above, and subject to the condition that the services have been completed in a manner reasonably satisfactory (based upon a reasonable and good faith determination) to the County, County shall compensate University based on the University's costs for salary and benefits of the assigned employees, up to the maximum amount of:
  - a. July 1, 2021 – June 30, 2022 - \$483,884
  - b. July 1, 2022 – June 30, 2023 - \$493,743
2. County shall reimburse University for costs and expenses on a monthly basis, as follows:
  - a. Travel expenses for travel required by County that is outside of performing the contracted duties at the YCAS animal shelter.
  - b. Funding for all costs and expenses described above will be set at the level approved by each party for the term of this agreement, and may increase from time to time in amounts necessary to align reimbursement rates under this agreement with rates applicable to University reimbursements for similar costs and expenses incurred by its employees.
  - c. UCD shall provide YCAS with a staff monthly schedule, timesheets, and a daily work log for each employee (see Exhibit B). The Work Task column in the daily work log does not need to be fully detailed, but should give YCAS enough information on what tasks were done during that day. Work conducted should align with one or several of the scope of work categories. UCD staff should work with their supervisors if they are unsure of the scope of work category. Monthly backup to be reviewed and verified by the Patrol Captain, Director of Animal Services, and/or their designee.

# Animal Shelter Daily Work Log

Staff Name:

Job Title:

Month:\* March-20

\* Put in the first date of the month to populate dates in the log below

Scope of Work	1	<b>Spay/Neuter and Soft Tissue Surgery for Shelter Animals</b> - Perform spay/neuter surgeries and other procedures on shelter animals, as indicated, taking into account the available resources at the shelter.
	2	<b>Shelter Medicine</b> - Assess general population health, provide treatment for sick and injured shelter animals. Oversee maintenance of medical area and supplies.
	3	<b>Administrative</b>

Date	# of Hours	Scope of work	Work Tasks
<i>example</i>			
3/9/2020	6	1,2	Performed three spay/neuter surgeries (5 hrs) and reviewed treatment plan for two shelter dogs (1hr)
3/16/2020	3	2,3	Conducted intake and administered vaccines (2 hrs). Shelter team meeting (1hr)
3/1/2020			
3/2/2020			
3/3/2020			
3/4/2020			
3/5/2020			
3/6/2020			
3/7/2020			
3/8/2020			
3/9/2020			
3/10/2020			
3/11/2020			
3/12/2020			
3/13/2020			
3/14/2020			
3/15/2020			
3/16/2020			
3/17/2020			
3/18/2020			
3/19/2020			
3/20/2020			
3/21/2020			
3/22/2020			
3/23/2020			
3/24/2020			
3/25/2020			
3/26/2020			
3/27/2020			
3/28/2020			
3/29/2020			
3/30/2020			
3/31/2020			

Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_