

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN THE
COUNTY OF MONTEREY
AND
ROMIE LANE PET HOSPITAL dba VNC VETERINARY CARE, INC.**

This Amendment No. 1 to AGREEMENT, No. A-15267, is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Romie Lane Pet Hospital dba VNC Veterinary Care, Inc., hereinafter referred to as “CONTRACTOR.”

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT A-15267 with a start date of June 1, 2020 in an amount not to exceed \$50,000 for the provision of on-site emergency veterinary services to sick or injured domestic animals from the unincorporated areas of Monterey County, as requested by Monterey County Animal Services or when animal is brought in by a good Samaritan; and

WHEREAS, the COUNTY and CONTRACTOR currently contracts with another business wholly owned and operated by VNC Veterinary Care, Inc., specifically Romie Lane Pet Hospital; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to include contracting with Los Coches Animal Hospital, which is wholly owned and operated by VNC Veterinary Care, Inc.(“Los Coches”) for ease of administration; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend its existing AGREEMENT with Romie Lane Pet Hospital, Inc. (AGREEMENT No. A-15267) for ease of administration, to add \$50,000 to increase the total amount of the Agreement to \$100,000 to cover goods and services with additional businesses wholly owned and operated by CONTRACTOR, extend the AGREEMENT term an additional two (2) years, and replace EXHIBIT A in its entirety, effective upon execution.

NOW THEREFORE, both parties hereby agree to AMENDMENT NO. 1 to AGREEMENT as follows:

1. **Section 2.0, “PAYMENT PROVISIONS”**, shall be amended by removing, “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$50,000” **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$100,000”.
2. **Section 3.0, “TERM OF AGREEMENT”, Section 3.01, shall be amended by removing** “The term of this AGREEMENT shall be from June 1, 2020 to June 30, 2023, unless sooner terminated pursuant to the terms of this AGREEMENT” **and replacing it with** “The term of this AGREEMENT shall be from June 1, 2020 to June 30, 2025, unless sooner terminated pursuant to the terms of this AGREEMENT”.

3. **EXHIBIT A is deleted and replaced in its entirety** and attached hereto as EXHIBIT A-1. All references in this AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
4. All other terms and conditions of the AGREEMENT remain unchanged and in full force. This AMENDMENT NO. 1 shall be attached to the AGREEMENT and incorporated therein as if fully set forth in the AGREEMENT.
5. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the County on June 15, 2021.
6. A copy of this Assignment and Assumption agreement shall be attached to the original AGREEMENT executed by the County on June 15, 2021.
7. This Amendment No. 1 is effective upon execution.

***** SIGNATURE PAGE TO FOLLOW *****

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT NO. 1 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Elsa Mendoza Jimenez,
Director of Health

Date: _____

VNC Veterinary Care, Inc.
Contractor's Business Name*

DocuSigned by:

Andrew Moffatt

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By: _____
(Signature of Chair, President, or Vice President)*

Andrew Moffatt CEO

Name and Title

Date: 4/7/2023 | 11:30 AM PDT

Approved as to Form¹

By: _____
Shane Eben Strong Shane Eben Strong

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Office of County Counsel

Date: 4/20/2023 | 3:38 PM PDT

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Name and Title

Approved as to Fiscal Provisions²

By: _____
Jennifer Forsyth Jennifer Forsyth

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Auditor-Controller Analyst II

Date: 4/21/2023 | 2:51 PM PDT

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT or Amendment to said AGREEMENT.

¹Approval by County Counsel is required.

²Approval by Auditor-Controller is required.

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9 of Standard County Agreement.

EXHIBIT A-1
To Agreement by and between
County of Monterey, for services at Monterey County Health Department
and Romie Lane Pet Hospital dba VNC Veterinary Care, Inc.

Scope of Services/Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Critical nursing care, fluids, pumps, pain management, minor surgery, splints, X-rays, wound care, and other triage related medical care. Humane euthanasia, as required. Services are to be provided on an emergency basis for injured stray animals on the date admitted and up to 72 hours thereafter.

Upon request from Monterey County Animal Services staff, CONTRACTOR will provide spay and neuter services.

When domestic animals are brought to the CONTRACTOR by “Good Samaritans,” (people who do not own the stray animal but have delivered it for care and medical treatment), CONTRACTOR shall obtain the following information:

1. Where the animal was found
2. How the animal was injured
3. Whether the animal has any identification
4. Whether the owner is known

CONTRACTOR shall notify County immediately upon receipt of the animal and provide all information obtained. County Animal Services staff shall determine if the animal came from the County’s jurisdiction prior to authorizing treatment. During evenings, holidays and weekends, CONTRACTOR shall contact the County Animal Services staff on call, to receive authorization for treatment.

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below.

Medical diagnosis and treatment records to be provided upon date animal is released to the care of Monterey County Animal Services or transferred to another facility.

All written reports required under this Agreement shall be delivered to the Animal Services Director in accordance with the schedule above.

Romie Lane Pet Hospital dba
VNC Veterinary Care, Inc.
Amendment No. 1
06/01/2020 - 06/30/2025
NTE: \$100,000

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$100,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR’S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

COUNTY shall pay an amount not to exceed \$400 for the initial 48 hours without written authorization from the Animal Services Director or designee. Any treatment that varies from these limits require prior authorization from the Animal Services Director or designee. After 72 hours, if deemed necessary, additional medical treatment may be approved by the Animal Services Director or their designee which will include a proposal of care with a “not to exceed” fee for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

CONTRACTOR pricing will be based on the CONTRACTOR’s standard price schedule, available by request. CONTRACTOR will provide a discount for examination fees and all other services, medical supplies, and medication, as follows:

Examination Fee	50% discount
All other services	25% discount
Hospitalization	25% discount
Medications	25% discount
Chargeable Supplies	25% discount
X-rays	25% discount

In addition, COUNTY shall pay CONTRACTOR cost plus 10% for purchase of drugs and medical supplies.

CONTRACTOR shall comply with all COUNTY and state laws pertaining to these services, including but not limited to, Monterey County Code of Ordinances, Title 8. There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable.

Invoices may be mailed to: Monterey County Health Department
Attn: Accounts Payable/Environmental Health
1270 Natividad Road
Salinas, CA 93906

Invoices should be emailed directly to: 296-FinanceAS@co.monterey.ca.us
Cc: burnhamc1@co.monterey.ca.us

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this AGREEMENT.

No payments in advance or in anticipation of services or supplies to be provided under this AGREEMENT shall be made by County.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.