

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 2, 2009

Action Agenda

Item No. 4-g

SUBJECT: Contract Renewal with Dr. James Miller, DVM, DBA North Churton Street Animal Hospital, for Spay/Neuter Services with the Animal Services Department

DEPARTMENT: Animal Services Department

PUBLIC HEARING: (Y/N)

No

ATTACHMENT:

Contract

INFORMATION CONTACT:

Bob Marotto, Animal Services Director,
968-2287

PURPOSE: To approve a contract renewal with Dr. James Miller, DVM, to provide spay/neuter surgery services for the Orange County's Animal Services Department at the unit price of \$63 per animal during FY 2009-10.

BACKGROUND: Orange County has contracted with Dr. James Miller since July 1, 2006 to provide spay/neuter surgery services for cats and dogs adopted from the Animal Shelter. Dr. Miller has a successful record of adult and pediatric sterilization. Animal Services' management recommends continuing these services.

The contract renewal requirements are the same as those for the preceding fiscal year, except for the term, which is July 1, 2009 to June 30, 2010. The contract fee for sterilization is a flat rate of \$63 per animal, and the contract requires that Dr. Miller conduct a physical examination for each sterilized animal and prepare records for the Animal Services Department. The contract renewal specifies additional charges for certain services that can be performed on sterilized animals, but only as authorized by management of the Animal Sheltering Division of the Animal Services Department. (These are enumerated in Appendix A of the attached renewal contract.)

The sterilization surgeries authorized by this contract will continue to be performed at Dr. Miller's North Churton Street Animal Hospital. The renewal allows the Animal Shelter to meet the sterilization capacity necessary for public adoption of animals that do not contribute to pet overpopulation.

The renewal ensures the availability of surgical services during the first quarter of FY 2009-10

while the spay/neuter unit in the County's new Animal Services Center is being outfitted. At that time the County will gradually begin performing sterilizations in-house and start phasing out reliance on contract services.

FINANCIAL IMPACT: Dr. Miller will be compensated on a fee-for-service basis at \$63 per sterilization surgery. The Manager's recommended budget for FY 2009-10 includes sufficient cost and revenue projections to cover authorization of this contract.

RECOMMENDATION (S): The Manager recommends the Board approve the contract renewal and authorize the Chair to sign the contract with Dr. James Miller, DVM, DBA North Churton Street Animal Hospital, pending final review by the County Attorney and approval of the FY 2009-10 Budget.

NORTH CAROLINA**ORANGE COUNTY****AN AGREEMENT BETWEEN ORANGE COUNTY HEREAFTER THE COUNTY AND JAMES M. MILLER, DVM, DBA NORTH CHURTON STREET ANIMAL HOSPITAL, HEREINAFTER THE VETERINARIAN, FOR THE PERFORMANCE OF SPAY/NEUTER SURGERY SERVICE**

WHEREAS, the county has the need for spay/neuter surgery services for animals adopted from the Orange County Animal Shelter (Shelter) and clients for our Spay/Neuter Outreach.

WITNESSETH

A. The Veterinarian agrees to perform the following services.

1-Spay and Neuter animals that are at least eight weeks old that have been selected and authorized by the Shelter. The Veterinarian, performing a complete ovariohysterectomy, shall sterilize female animals, and male animals by castration.

Appendix A is the Veterinarian's Fee Schedule.

2- Provide suitable facilities for surgeries and related procedures at the time animals are presented. Shelter animals will be presented at prearranged times Monday- Friday. The Veterinarian will house the animals in a humane manner consistent with industry standards and requirements. Surgery will be performed in a timely manner so that animals can be released for return to the Shelter by 3:30 pm on the day of surgery or at other prearranged times. If for any reason the animal needs additional hospitalization the Veterinarian will provide suitable facilities and the appropriate monitoring until such time as the animal is able and can be returned to the Shelter or owner. The Veterinarian will provide Shelter personnel with after hours contact information.

3- Conduct a physical examination of the animal, including heart, lungs, gums and other areas deemed appropriate to determine whether the animal is suitable for surgery. Any major problems that present upon examination will be reported to Shelter personnel. If the problem disqualifies the animal for surgery, the Veterinarian will hold the animal until its regular time for return, and it will then be returned to the Shelter or owner. The Veterinarian shall consult with the Shelter Manager or appropriate designee prior to and concerning decisions to disqualify an animal for surgery. The veterinarian can resolve minor problems and all problems will be noted accordingly. The Shelter Manager and the Veterinarian shall develop all necessary protocol for determining whether problems are major or minor.

Appendix B prescribes the physical examination and physical examination reporting responsibilities of the Veterinarian. Each physical examination report shall be provided to Shelter personnel for record keeping purposes.

4- The veterinarian will remove the rear dewclaws if requested by the Shelter to avoid future problems. Restraining devices, such as an Elizabethan Collar, will be provided if deemed necessary.

5-Administer a rabies vaccination if requested by Shelter personnel and provide the necessary records.

6-Implant microchips at the request of Shelter personnel and provide necessary paperwork to Shelter personnel.

7-Prescribe pain medication when deemed appropriate or requested by Shelter personnel.

8-Prepare and return to Shelter personnel when the animal is returned to the Shelter, or owner when animal is picked up, all paperwork related to the services provided, including detailed records of services provided and any other information relevant to the humane treatment, health, comfort, and safety of the animal.

9-Maintain all required licenses and certifications as well as the level of expertise and education to keep abreast of current industry standards and practices.

10-Maintain all necessary insurance policies as may be prescribed by the County's Risk Manager. Veterinarian agrees to obtain personal liability insurance and agrees that Veterinarian is operating as an independent contractor and that no benefits, including Worker's Compensation coverage, is available to Veterinarian from the County. Proof of insurance including proof of Worker's Compensation coverage will be presented to the County on or before the effective date of this agreement and with each renewal thereafter. The Veterinarian agrees to hold the County harmless from any and all claims against the County, its elected officials, employees or volunteers, for injury or loss resulting from the service provided to the County pursuant to this agreement.

11-Comply with all applicable federal, State, and local laws, including non-discrimination laws as may be applicable in fulfilling this agreement.

- B. This agreement shall exist and continue from July 1, 2009 through and including June 30, 2010, unless sooner terminated as provided herein.
- C. This agreement may be terminated by either party, with or without cause, with the terminating party providing the other party with 30 days written notice.
- D. Veterinarian performance under this agreement will be evaluated by the County according, but not limited to, the following service standards:
 - 1) Ability to meet workload and timeframes prescribed in the agreement;
 - 2) Incident of post surgical complications and how resolved;
 - 3) Accuracy, completeness, and timeliness of recordkeeping;
 - 4) Effective customer service (responsiveness to shelter personnel);

E. Terms of Payment:

Veterinarian shall submit for payment monthly invoices to the County for fees charged for services provided to the animals presented by Shelter personnel according to the Fee Schedule attached as Appendix A.

Invoices should be addressed to:

Robert A. Marotto, Animal Services Director, Orange County
Animal Services Center
1601 Eubanks Road
Chapel Hill, North Carolina 27516

In witness whereof, the parties here unto cause this agreement to be executed in their respective names.

This the _____ day of _____, 2009.

ORANGE COUNTY BOARD OF COMMISSIONERS

Valerie P. Foushee, Chair

James M. Miller, DVM
North Churton Street Animal Hospital
636 N. Churton Street
Hillsborough, NC 27278
919-644-PETS

James M. Miller, DVM

County Clerk
Attest

Approved as to technical content: _____
Department Director

Approved as to form and legal sufficiency: _____
County Attorney

This instrument has been pre-audited in the manner required by the Local Government Fiscal and Control Act.

BY: _____
FINANCE DIRECTOR

Appendix A

Spay Neuter Fee Schedule:

The Veterinarian will be paid according to the following fee schedule:

	Basic Rate
Female dog	\$63
Male Dog	\$63
Female Cat	\$63
Male Cat	\$63

Additional Fees:

Dogs in heat	\$10-20
Pregnant and/or lactating dogs	\$10-20
Cats in Heat	\$10-20
Pregnant and/or lactating cats	\$10-20
Cryptorchid dogs	\$20
Cryptorchid cats	\$20
Rabies vaccination	\$5
Unbilical hernia repair	\$20
Declaw removal	\$15
Elizabethan collar	\$10
Micro-chipping	\$30

Appendix B

Physical Examination:

The Spay/Neuter Veterinarian will check and record date as appropriate concerning the following in the physical examination, noting with the recording any abnormalities discovered in the examination:

1. Weight
2. Temperature
3. Pulse
4. Respiration
5. Mucous Membrane Color/Capillary Refill Time
6. Mouth/Teeth
7. Hydration
8. Skin/Hair
9. Heart/Lungs
10. Musculoskeletal
11. Mentation/Neurologic
12. Abdomen/Gastro Intestinal
13. Eyes
14. Ears
15. Nose/Throat
16. Lymph Nodes

The County Shelter personnel will be responsible for:

1. Deworm with appropriate anti- parasitic
2. Rabies vaccination (cats and dogs 12 weeks and older)
Veterinarian **may** be requested to perform by Shelter
3. DHPP vaccination (Dogs), FVRCP vaccination (cats)
4. Bordetella Vaccination (Dogs/ Intranasal)
5. Heartworm Testing (Dogs age 6 months and older)
6. Feline Leukemia Test (Cats over 6 weeks of age)
7. Feline Immunodeficiency Virus Test (Cats age 6 months and older)
8. Microchip implantation (Veterinarian **may** be requested to perform by Shelter)
9. Heartworm preventative (Dogs- as appropriate)