

(Revised 2/27/26)

**CONTRACT FOR
Professional Consultation and Emergency Services in the areas of veterinary medicine**

This Contract is made as of June 9, 2026 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the County, and Veterinary Emergency Group, LLC, a Foreign Limited Liability Company authorized to do business in the State of Florida, hereinafter referred to as the ENTITY, whose Federal I.D. is 82-2020171.

In consideration of the mutual promises contained herein, the COUNTY and the ENTITY agree as follows:

ARTICLE 1 - SERVICES

The ENTITY's responsibility under this Contract is to provide professional consultation and overnight/after hours emergency services in the area of veterinary medicine, as more specifically set forth in the Scope of Work detailed in **Exhibit A**.

The COUNTY's representative / liaison during the performance of this Contract shall be Janet Steele, telephone no. 561-233-1250.

The ENTITY's representative / liaison during the performance of this Contract shall be Dr. Maria Jose Lopez Torres, telephone no. 561-308-0328.

ARTICLE 2 - SCHEDULE

The ENTITY shall commence services retroactively to May 15, 2026 and complete all services by September 30, 2029. The Parties agree that the ENTITY will be entitled to payment for services rendered beginning on May 15, 2026, notwithstanding the date the contract is executed by the Board of County Commissioners.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **Exhibit A**.

ARTICLE 3 - PAYMENTS TO ENTITY

A. **Amount.** The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Four Hundred Ten Thousand Dollars Dollars (\$ 410,000). The ENTITY shall notify the COUNTY's representative in writing when ninety percent (90%) of the "not to exceed amount" has been reached. The ENTITY will bill the COUNTY on a monthly basis, no later than the 15th of the following month or as otherwise provided, at the amounts set forth in **Exhibit B** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

Should this Contract have approved subconsultant(s), the ENTITY shall pay the subconsultant(s) within ten (10) business days of receipt of payment from the COUNTY.

- B. Invoices.** Invoices received from the ENTITY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within forty-five (45) days following the COUNTY representative's approval, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended.
- C. Expenses.** "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed Zero Dollars (\$ 0), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in **Exhibit B**. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in section 112.061, Florida Statutes, as may be amended.
- D. Contract Closeout Period.** ENTITY shall submit any pending invoice(s) and/or report(s), along with any required documents, to the COUNTY within forty-five (45) business days after the termination or expiration of the contract in order to close-out the contract ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to vendor performance report(s), shall reflect work required and completed during the contract term. The COUNTY shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the contract. ENTITY's failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the COUNTY's discretion to make the final determination whether payment may be made to ENTITY after the expiration or termination of the contract.
- E. Final Invoice.** In order for both parties herein to close their books and records, the ENTITY will clearly state "final invoice" on the ENTITY's final/last billing to the COUNTY. This shall constitute ENTITY's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the ENTITY.
- F. VSS Registration Required.** In order to do business with Palm Beach County, ENTITYs are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.pbc.gov>. If ENTITY intends to use sub-consultants, ENTITY must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the ENTITY and all of its subconsultants are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the ENTITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the ENTITY's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this article within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the ENTITY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the ENTITY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days' written notice to the ENTITY or without cause upon ten (10) business days' written notice to the ENTITY.

Unless the ENTITY is in breach of this Contract, the ENTITY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a termination notice, except as otherwise directed by the COUNTY in writing, the ENTITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The ENTITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required under this Contract shall be performed by the ENTITY or under its supervision; and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the ENTITY's key personnel, as may be listed in **Exhibit A**, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The ENTITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the ENTITY's personnel (and all subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The ENTITY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the ENTITY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the ENTITY. The ENTITY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the ENTITY authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The ENTITY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

The ENTITY shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by ENTITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ENTITY under the Contract. ENTITY agrees to notify the COUNTY at

least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** ENTITY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. **Workers' Compensation Insurance & Employer's Liability:** ENTITY shall maintain Workers' Compensation & Employer's Liability in accordance with chapter 440, Florida Statutes, as may be amended.

- C. **Professional Liability:** ENTITY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of ENTITY's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, ENTITY warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, ENTITY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Contract term. The requirement to purchase a SERP shall not relieve the ENTITY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- D. **Waiver of Subrogation:** Except where prohibited by law, ENTITY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then ENTITY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should ENTITY enter into such an agreement on a pre-loss basis.

- E. **Certificates of Insurance:** On execution of this Contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage

throughout the term of this Contract, the ENTITY shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

Janet Steele
c/o _____ Public Safety Department

7100 Belvedere Road

West Palm Beach, FL 33411

- F. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 11 - INDEMNIFICATION

ENTITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the ENTITY's performance of the terms of this Contract or due to the acts or omissions of ENTITY.

This article shall survive termination or expiration of this Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS; ASSIGNMENT

The COUNTY and the ENTITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

Except as above, neither the COUNTY nor the ENTITY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 – LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial

exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or ENTITY.

ARTICLE 14 - CONFLICT OF INTEREST

The ENTITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in chapter 112, part III, Florida Statutes, and the Palm Beach County Code of Ethics, as may be amended. The ENTITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The ENTITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the ENTITY's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the ENTITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the ENTITY. The COUNTY agrees to notify the ENTITY of its opinion by certified mail within thirty (30) days of receipt of notification by the ENTITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ENTITY, the COUNTY shall so state in the notification and the ENTITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the ENTITY under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The ENTITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the ENTITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the ENTITY's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the ENTITY's failure to perform was without it or its subcontractors' fault or negligence, the Contract schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The ENTITY shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The ENTITY further

warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The ENTITY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by chapter 119, Florida Statutes, as may be amended, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the ENTITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this Contract for or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, sections 2-421 - 2-440, as may be amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The ENTITY is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the ENTITY's sole direction, supervision, and control. The ENTITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENTITY's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The ENTITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The ENTITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENTITY to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide

employee working solely for the ENTITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL

The ENTITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the ENTITY's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the ENTITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the ENTITY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the ENTITY represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the ENTITY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the ENTITY retaliate against any person for reporting instances of such discrimination. The ENTITY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination. The ENTITY understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. ENTITY shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

The ENTITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the ENTITY of the COUNTY's notification of a contemplated change, the ENTITY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the ENTITY's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the ENTITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract amendment and the ENTITY shall not commence work on any such change until such written amendment is signed by the ENTITY and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Stephanie Sejnoha
Public Safety Department Director
50 South Military Trail
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the ENTITY, notices shall be addressed to:

Veterinary Emergency Group, LLC
c/o Dr. Maria Jose Lopez Torres
2246 Congress Avenue
Boynton Beach, FL 33426

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the ENTITY agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with the "Modifications of Work" article of this Contract.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The ENTITY, ENTITY's employees, subcontractors of ENTITY and employees of subcontractors shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), as may be amended, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572 and R2024-0549, as may be amended. The ENTITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ENTITY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the ENTITY(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The ENTITY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the

Contract and return them to the COUNTY. If the ENTITY or its subcontractor(s) terminates an employee who has been issued a badge, the ENTITY must notify the COUNTY within two (2) hours. At the time of termination, the ENTITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the ENTITY if the ENTITY 1) does not comply with the requirements of County Code sections 2-371 - 2-377, as may be amended; 2) does not contact the COUNTY regarding a terminated ENTITY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The ENTITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ENTITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 - SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if ENTITY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

B. When contract value is greater than \$1 million: As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if ENTITY is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the COUNTY.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by ENTITY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if the ENTITY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, as may be amended, the ENTITY shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. The ENTITY is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The ENTITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the ENTITY does not transfer the records to the public agency.
- D. Upon completion of the Contract, the ENTITY shall transfer, at no cost to the COUNTY, all public records in possession of the ENTITY unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the ENTITY transfers all public records to the COUNTY upon completion of the Contract, the ENTITY shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the ENTITY keeps and maintains public records upon completion of the Contract, the ENTITY shall meet all applicable requirements for retaining public records. All records stored electronically by the ENTITY must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the ENTITY to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. ENTITY acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENTITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 32 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. ENTITY shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

ENTITY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of ENTITY's subconsultants performing the duties and obligations of this Contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ENTITY shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(f), Florida Statutes, as may be amended. ENTITY shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that ENTITY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that ENTITY's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify ENTITY to terminate its contract with the subconsultant and ENTITY shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Contract pursuant to the above, ENTITY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, ENTITY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 34 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the ENTITY certifies that it has disclosed any current or prior interest of, any

contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 35 – HUMAN TRAFFICKING AFFIDAVIT

ENTITY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. ENTITY has executed **Exhibit C**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 36 - DIGITAL ACCESSIBILITY COMPLIANCE

ENTITY acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. ENTITY represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the COUNTY shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

ENTITY shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, ENTITY shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, ENTITY shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. ENTITY shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

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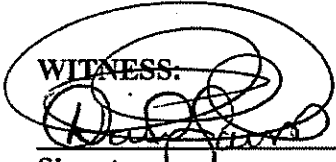
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and ENTITY has hereunto set its hand the day and year above written.

ATTEST:
MICHAEL A. CARUSO
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

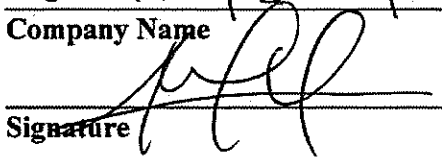
By: _____
Sara Baxter Mayor

WITNESS:


Signature
David Sanchez

Typed Name


ENTITY:
veterinary emergency group

Company Name


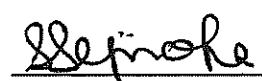
Signature
Maria Jose Lopez Torres

Typed Name
Medical Director

Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
By: 

County Attorney

APPROVED AS TO TERMS
AND CONDITIONS
By: 

Department Director

(corp, seal)

Scope of Work for After-Hours Emergency Veterinary Services

ENTITY staff will work at their own establishment (current and proposed ENTITY facilities).

The after-hours emergency veterinary services program is intended to triage and stabilize animals brought to the ENTITY'S facility by a) Animal Control Officers (ACOs) or b) Designees who have received approval from Palm Beach County Division of Animal Care and Control (ACC) or Emergency Operations Center (EOC). Approval for ACC or EOC will be predicated on review by ACO or on-call ACC veterinary staff for animals in need of emergency care. In both cases, patients arrive at ENTITY with an Animal ID number. A Palm Beach County Animal Care and Control ON CALL veterinarian schedule will be provided. The ON CALL Veterinarian listed shall be contacted starting in the afternoon of the date listed until 8:00 am the following morning, and shall serve as the decision maker for the authorization of medical care and to assist in making decisions regarding humane euthanasia for severe trauma, infectious, or chronic disease cases. Animals will be returned to ACOs for transfer to ACC once animals are stabilized and/or treated. The anticipated number of animals to be served is 300-450 animals annually. ENTITY will be available to accept and hold animal patients for up to 12 hours until transport back to ACC can be completed.

Animals that are brought to ENTITY by "good Samaritans" without receiving instruction and an Animal identification Number are not the financial responsibility of the County. Animals that are surrendered or abandoned at ENTITY are not the financial responsibility of the County, and ENTITY must follow the Florida Statute legal procedure for these cases.

ENTITY shall maintain complete animal treatment records on site, as required by law. Hard copies of the treatment records shall accompany each animal upon return to ACC. Digital copies of medical records and radiographs will be emailed to a specified email address.

ENTITY will provide specific metrics to ACC on a regular basis. The scope of data required for monitoring and quality control includes, but is not limited to, the following:

- Specific medical treatments done
- Specific findings on alleged cruelty and abuse cases

Invoice(s) for payment must include date(s), itemized description of services with cost, and either ACC Activity Number or individual identification number for each animal.

A. OVERNIGHT, EMERGENCY VETERINARY SERVICES

ENTITY will be responsible for performing the triage and stabilization of all animals brought to their facility by an ACO or Designee during the overnight hours. ENTITY is responsible for providing appropriate medical care to injured/sick animals to manage pain and discomfort. Extensive surgery and complex medical treatment shall be discussed after the animal is stabilized and comfortable, and would generally be beyond the scope of immediate care provided at ENTITY. For severely injured/sick animals, the attending veterinarians at ENTITY will decide if such animals should be immediately euthanized (in accordance with state law) or reach out to the PBCACC ON CALL veterinarian indicated on the monthly calendar provided. ENTITY agrees to participate in further evaluation, conducted by ACC if warranted.

The specific, regular responsibilities of ENTITY include providing initial assessment, stabilization, and analgesia for patients. Stray and unowned pets will be managed conservatively with the goal to stabilize until transfer back to ACC by an ACO the same day whenever possible. Immediate treatment (such as laceration repairs of fresh wounds) will be provided as needed to stabilize the animal. If an animal is unowned/stray, no heroic measures will be taken and euthanasia may be performed at the discretion of the attending veterinarian or ACC staff veterinarian in accordance with state law. An ACC veterinarian must be contacted to approve initiating Level 2 and Level 3 hospitalization for animals that are brought in by ACO's.

Potential diagnostics and conservative treatments for presenting issues may include but not be limited to:

Canine Hit By Car/ Severe Trauma cases: Radiographs, FAST scan, blood pressure, conservative bloodwork (PCV/TS, BG, Lactate, NSAID panel, electrolytes), IVC, IVF, pain management, oxygen therapy, wound management/laceration repair, local anesthesia or general sedation, analgesia, injectable antimicrobials, and bandaging.

Wound/ Laceration/ Bleeding/ Infection/ Ulcerated Tumor cases: Conservative bloodwork (PCV/TS, BG, Lactate, NSAID panel, electrolytes), analgesia, general sedation or local anesthesia based on the lesion site and ease of access, IVC, IVF, wound management, bandaging, injectable antimicrobial therapy. Chronic or mild lacerations and wounds should be stabilized and given analgesia as indicated, basic wound care, and prepared to transfer for further management with Shelter resources.

Canine Limb Trauma/ Lameness cases: For chronic cases, stabilization and analgesia supportive care will suffice. For acute cases, sedation/ analgesia as warranted, radiographs (no consults), injectables antimicrobials, and basic wound management, bandaging if warranted.

Malnourished/ Debilitated/ Geriatric Illness cases: Conservative bloodwork (PCV/TS, BG, Lactate, NSAID panel, electrolytes), analgesia when indicated, IVC with IVF if indicated, frequent small meals of wet food, nursing care, wound management, injectable antimicrobial therapy as indicated.

Cat/Kitten Trauma: Conservative care with sedation/analgesia, radiographs if warranted, basic wound management, antimicrobial injections.

Dehydration: Conservative bloodwork (PCV/TS, BG, Lactate, NSAID panel, electrolytes), IVC, IVF, therapeutic injections for supportive care.

Urinary Tract Infection or Blocked animal: Conservative bloodwork (PCV/TS, BG, Lactate, NSAID panel, electrolytes), analgesia when indicated, aspiration to reduce bladder as indicated, urinalysis with sedimentation, injectable antimicrobial therapy. Contact ACC veterinarian prior to any efforts to unblock a pet.

Ophthalmic Trauma or Infection: Conservative care addressing analgesia and comfort. Initial topical treatment or injectable antibiotic. These cases should return to the ACC following ENTITY assessment unless there are additional comorbidities in need of additional treatment. Contact an ACC veterinarian prior to any level of hospitalization or advanced care. ACC would prefer to address surgical and severe issues with their own resources.

URI/ CIRD/ Pneumonia/ Respiratory Distress cases: Conservative care with focus on addressing distress and oxygen dependent cases. Radiographs for severe cases, IVC with fluids as indicated, initial antibiotics for secondary bacterial infections as indicated. Must contact ACC veterinarian prior to any hospitalization for oxygen dependent cases.

Vomiting / Diarrhea/ Lethargy/ Fever: Conservative bloodwork (PCV/TS, BG, Lactate, NSAID panel, electrolytes), analgesia when indicated.

Pediatric Patient Supportive Care and Upper Respiratory Patient Care: Conservative bloodwork (PCV/TS, BG, Lactate, NSAID panel, electrolytes) if warranted, Parvo SNAP testing as warranted, radiographs when indicated by exam, FAST scan, IVC, fluid therapy, and injectable supportive therapies as

warranted. Advanced care with contrast radiographs, blood transfusions, oxygen therapy, CIRD IDEXX testing, etc. require ACC vet authorization.

Fading Kitten: BG monitoring, SQ fluid therapy, oral supplementation with Nutrical or oral dextrose solution, injectable supportive therapies as warranted, and nutritional and thermal support while under care. Evaluate for humane euthanasia if there are multiple co-morbidities or the kitten is severely underweight.

Reproductive Surgery/ Dystocia: Assistance to provide comfort and supportive care for reproductive cases. The health of the mother is the priority. Kittens and puppies may receive basic resuscitation from nursing team (manipulation, suction, and thermal support, otherwise DNR). Humanely euthanize any neonates with severe congenital defects. Conservative care with sedation, analgesia, conservative bloodwork (PCV/TS, BG, Lactate, NSAID panel, electrolytes), IVC and fluid therapy, injectable supportive therapies. Oxytocin therapy and fetal ultrasounds must have ACC vet authorization. ACC would prefer to address the situation surgically at the ACC the next day in a stable patient. Elective sterilization procedures are not within the scope of this contract, and must be authorized by an ACC vet.

Rectal or Uterine Prolapse: conservative medical management with sedatives, analgesia, topical therapy, possible bandaging, conservative bloodwork (PCV/TS, BG, Lactate, NSAID panel, electrolytes), IVC and fluid therapy, injectable supportive therapies. Surgical correction is preferred at ACC the following day.

Euthanasia: Assessment, sedation/anesthesia, Euthanasia solution injection by a veterinarian or trained veterinary professional, Remains stored at refrigerator temperatures and picked up by ACO the following day for delivery to ACC.

B. OWNED ANIMAL/ANIMAL PART OF AN ABUSE OR NEGLECT INVESTIGATION:

Animals falling under this invoice category will be presented to ENTITY by a Special Investigation Unit (SIU) sergeant OR an ACO that has authorization. The SIU Sgt. will confirm that the animal is owned or part of an abuse/neglect investigation and will communicate this status to ENTITY staff. The SIU Sgt. must stay for the duration of case work for evidence collection (photographs, collection of matted fur, etc.).

The ENTITY attending veterinarian will assess, document, and treat potential/alleged animal abuse and/or neglect. The attending veterinarian will provide ACC with a signed and dated detailed typed report promptly.

When animals are brought to ENTITY from an outside source (not ACO) and there is a suspect neglect case, ENTITY Staff will contact Dispatch at 561-233-1200 (option 0) to report the case and ACO will respond to the ENTITY facility for photos, and collection of information. In both scenarios, ACC Veterinarians will serve as a second opinion to confirm or reject a suspicion of abuse. If the animal is released to the owner after treatment, the ACOs will perform follow-up home visits. Timing of follow-up visits will depend on severity of case and level of suspected neglect. Documentation of medical history may be requested to further support or reject suspect neglect.

TESTIMONY AT DEPOSITION OR TRIAL/HEARING:

ENTITY's attending Veterinarian may have to appear at a deposition or in court to testify as a witness if the VETERINARIAN examines or treats an animal that is or becomes the subject of a custody or animal cruelty proceeding. If the attending VETERINARIAN'S presence is requested at the hearing by the State or a party other than ACC, that party shall be responsible to pay for VETERINARIAN'S time and expenses. The flat fee charged to the County for deposition or court appearances by veterinary staff will range depending on level of veterinary expertise and their corresponding wage. The veterinary staff listed in Exhibit "B" will be paid at the flat fee listed per day for any appearance at a deposition or hearing requested by the County:

Any veterinarian not listed in table in Exhibit "B" will be paid an amount within the range from lowest to highest rates listed based on veterinary expertise and corresponding wage, which amount will be agreed to in writing by the County and ENTITY prior to the deposition or hearing. Any intern not listed will be paid a flat fee of the lowest listed rate per day.

CONTINUED CARE PACKAGE FOR ABUSE and NEGLECT CASE ANIMALS

Continued Care Packages (CCP) - These packages are for patients already hospitalized at ACC (i.e. that already have a diagnosis and treatment plan determined but need continued care after hours). They will be transferred directly from ACC to ENTITY.

An animal from an abuse or neglect investigation case may be brought to ENTITY for a CCP, as needed. To be eligible for a CCP, a veterinarian from ACC must call to discuss and transfer the case to an attending veterinarian at ENTITY prior to the transfer of the patient to ENTITY and send a hard copy of the medical

record (Chameleon Clinic Medical History Internal report printed in reverse chronological order).

o Kenneling- 12 hours.

- Description: The cost for a stable patient that is no longer in need of medical care or monitoring to await transport back to the ACC. Due to the duration of up to 12 hours, this would include a kennel, feeding, access to potable water, and walking for the purpose of urination and defecation.

o Level 1: 12 hours of hospitalization.

- Description: Stable patient requiring basic nursing care, minimal monitoring, and analgesia and/ or fluid support *e.g. TPR, blood pressure, electrolytes, ECG, IVF, repeated analgesic therapy or other injectable therapeutics*
- Examples of cases include: Recovery of unblocked cat; post-op orthopedic surgery, extensive dental case, spay or neuter, simple GI case, stable chronic renal failure patient. Animals arrive with a medical plan.

o Level 2: 12 hours of hospitalization.

- Description: Stable patient requiring more intensive or more frequent nursing care, more frequent or more intensive nursing care, analgesia evaluations, IVF, and repeated therapy or other injectable therapeutics through the night, *e.g. TPR q 2-3 hrs, blood pressure, electrolytes, ECG, oxygen therapy or nebulizations, repeated evaluations and analgesic plan modifications, additional supportive therapies added to the treatment plan, free fluid evaluations, IVC problem solving.*
- Examples of cases include: Post-op gastrotomy, splenectomy, enterotomy, cystotomy. Animals arrive with a medical plan but therapies may require adjustment throughout the evening.

o Level 3: 12 hours of hospitalization.

- Description: Unstable patient, multiple interventions, unclear diagnosis, full monitoring.
- Examples of cases include: Blocked cat, cluster seizures, post-op GDV, congestive heart failure, diabetic ketoacidosis. Animals are arriving with a tentative treatment plan or arrived as an emergency. Intensive monitoring and additional therapies are anticipated.

C. CONTINUED CARE PACKAGE FOR SHELTER ANIMALS

Continued Care Packages (CCP) - These packages are for patients already hospitalized at ACC (i.e. that already have a diagnosis and treatment plan

determined but need continued care after hours). They will be transferred directly from ACC to ENTITY.

A shelter animal may be brought to ENTITY for a CCP, as needed. To be eligible for a CCP, a veterinarian from ACC must call to discuss and transfer the case to an attending veterinarian at ENTITY prior to the transfer of the patient to ENTITY and send a hard copy of the medical record (Chameleon Clinic Medical History Internal report printed in reverse chronological order).

ACC will be charged in accordance with the pricing in Exhibit "B" and as described above –or- the shelter discount (i.e. No ER visit charge and 25% off the bill) whichever discount is greater.

o Kenneling- 12 hours.

- Description: The cost for a stable patient that is no longer in need of medical care or monitoring to await transport back to the ACC. Due to the duration of up to 12 hours, this would include a kennel, feeding, access to potable water, and walking for the purpose of urination and defecation.

o Level 1: 12 hours of hospitalization.

- Description: Stable patient requiring basic nursing care, minimal monitoring, and analgesia and/ or fluid support *e.g. TPR, blood pressure, electrolytes, ECG, IVC, Subcutaneous fluids, repeated analgesic therapy or other injectable therapeutics*
- Examples of cases include: Recovery of unblocked cat; post-op orthopedic surgery, extensive dental case, spay or neuter, simple GI case, stable chronic renal failure patient. Animals arrive with a medical plan.

o Level 2: 12 hours of hospitalization.

- Description: Stable patient requiring more intensive or more frequent nursing care, more frequent or more intensive nursing care, analgesia evaluations, IVF, and repeated therapy or other injectable therapeutics through the night, *e.g. TPR 6-8 hrs, blood pressure, electrolytes, ECG, oxygen therapy or nebulizations, repeated evaluations and analgesic plan modifications, additional supportive therapies added to the treatment plan, free fluid evaluations, IVC problem solving.*
- Examples of cases include: Post-op gastrotomy, splenectomy, enterotomy, cystotomy. Animals arrive with a medical plan but therapies may require adjustment throughout the evening.

- Level 3: 12 hours of hospitalization.
 - Description: Unstable patient, multiple interventions, unclear diagnosis, full monitoring.
 - Examples of cases include: Blocked cat, cluster seizures, post-op GDV, congestive heart failure, diabetic ketoacidosis. Animals are arriving with a tentative treatment plan or arrived as an emergency. Intensive monitoring and additional therapies are anticipated.

Services provided at ENTITY by outside specialists (for example specialty surgery, ultrasound) will be at cost. **An ACC staff veterinarian must approve outside specialist services and pricing in advance of the service being provided.**

Pricing for Diagnostic and Treatments shall be capped at a maximum amount as indicated below, per patient*

Please refer to Exhibit "A" for descriptions of items listed below.

Hit By Car/ Severe Trauma	\$2000
Wound/Laceration/Hemorrhage/ Infection/ Ulcerated Tumor	\$700
Canine Limb Trauma/ Lameness	\$900
Malnourished/Debilitated/ Geriatric	\$1500
Cat/Kitten Trauma	\$700
Dehydration	\$800
UTI/ Blocked	\$2500
Ophthalmic Trauma/ Infection	\$700
Laceration Repair	\$1200
URI/CIRD/ Pneumonia/Respiratory Distress	\$2500
Vomiting/Diarrhea/Lethargy/ Fever	\$2500
Pediatric Patient Supportive & Sick Pediatric Patient Care	\$800
Fading Kitten	\$300
Reproductive Disease/ Dystocia/ Whelping/ Prolapse	\$3000
Euthanasia Canine**	
Small Dog (<20 lbs) assessment, sedation, rads, and humane euthanasia of a subadult or adult dog.	\$400
Medium Dog (20- 50 lbs) assessment, sedation, rads, and humane euthanasia of a subadult or adult dog.	\$400
Large Dog (51-80 lbs) assessment, sedation, rads, and humane euthanasia of a subadult or adult dog.	\$400
Giant Breed Dog (>80 lbs) assessment, sedation, rads, and humane euthanasia of an adult dog.	\$400
Flat Fee for any single litter of neonates under 4 weeks of age (age estimate OK under discretion of DVM).	\$80
For any litters and individuals older than 4 weeks of age (age estimate OK under discretion of DVM).	\$80
Euthanasia Feline**	
Flat rate for assessment, sedation, radiographs, and humane euthanasia of an adult cat.	\$400
Flat rate for pain management/sedation and humane euthanasia of a severely injured or ill adult cat that is quickly assessed without radiographs.	\$80
Flat Fee for any single litter of neonates under 4 weeks of age (age estimate OK under discretion of DVM).	\$80
For any litters and individuals older than 4 weeks of age (age estimate OK under discretion of DVM).	\$80

Invoices for the above-cited specific services must not exceed the amount listed above, but could be less on a case by case basis

CANINE Kenneling (up to 12 hours) Adult dog	\$ n/a
CANINE Kenneling (up to 12 hours) Puppy (litter)	\$ n/a
CANINE Kenneling (up to 12 hours) Puppy (individual)	\$ n/a
Hospitalization- Level 1 (up to 12 hours)- Canine	\$ 1500
Hospitalization- Level 2 (up to 12 hours)- Canine	\$ 2500
Hospitalization- Level 3 (up to 12 hours)- Canine	\$ 3500
FELINE Kenneling (up to 12 hours) Adult cat	\$ n/a
FELINE Kenneling (up to 12 hours) Kitten (litter)	\$ n/a
FELINE Kenneling (up to 12 hours) Kitten (individual)	\$ n/a
Hospitalization- Level 1 (up to 12 hours)- Feline	\$ 1500
Hospitalization- Level 2 (up to 12 hours)- Feline	\$ 2500
Hospitalization- Level 3 (up to 12 hours)- Feline	\$ 3500

VETERINARIAN COURT APPEARANCE FEES (BY NAME):

Veterinarian Name*	Flat Fee Amount
Leann Strauss	\$ 300/hr
Luis Pizarro	\$ 300/hr
Nathan Lippo	\$ 300/hr
Lauren Krone	\$ 300/hr
Alexa Odaniel	\$ 300/hr
Oceanna Schnirman	\$ 300/hr
Amanda Rooney	\$ 300/hr
Kierra Watson	\$ 300/hr

*Any veterinarian not listed above will be paid an amount within the range from lowest to highest rates listed above based on veterinary expertise and corresponding wage, which amount will be agreed to in writing by the County and ENTITY prior to the deposition or hearing. Any intern not listed about will be paid a flat fee of \$ lowest listed rate per day.

CONTINUED CARE PACKAGE PRICING FOR ABUSE AND NEGLECT CASES

Kenneling/12 hours Canine - Adult	\$ n.a
Kenneling/12 hours Canine - Puppy (Litter)	\$ n.a
Kenneling/12 hours Canine - Puppy (Individual)	\$ n.a
Level 1 12 hours of hospitalization- Canine	\$ 1500
Level 2 12 hours of hospitalization- Canine	\$ 2500
Level 3 12 hours of hospitalization- Canine	\$ 3500
Kenneling/12 hours Feline - Adult	\$ n/a
Kenneling/12 hours Feline - Kitten (Litter)	\$ n/a
Kenneling/12 hours Feline - Kitten (Individual)	\$ n/a
Level 1 12 hours of hospitalization- Feline	\$ 1500
Level 2 12 hours of hospitalization- Feline	\$ 2500
Level 3 12 hours of hospitalization- Feline	\$ 3500

CONTINUED CARE PACKAGE PRICING FOR SHELTER ANIMALS

Kenneling/12 hours Canine - Adult	\$ n/a
Kenneling/12 hours Canine - Puppy (Litter)	\$ n/a
Kenneling/12 hours Canine - Puppy (Individual)	\$ n/a
Level 1 12 hours of hospitalization- Canine	\$ 1500
Level 2 12 hours of hospitalization- Canine	\$ 2500
Level 3 12 hours of hospitalization- Canine	\$ 3500
Kenneling/12 hours Feline - Adult	\$ n/a
Kenneling/12 hours Feline - Kitten (Litter)	\$ n/a
Kenneling/12 hours Feline - Kitten (Individual)	\$ n/a
Level 1 12 hours of hospitalization- Feline	\$ 1500
Level 2 12 hours of hospitalization- Feline	\$ 2500
Level 3 12 hours of hospitalization- Feline	\$ 3500

SERVICES AND TREATMENTS NOT LISTED ABOVE OR IN **EXHIBIT "A"** SHALL BE PAID IN ACCORDANCE WITH PRICING ABOVE WITH A DISCOUNT OF 25%. THE COUNTY WILL NOT BE CHARGED FOR THE ER VISIT.

THE ENTITY WILL ALERT THE COUNTY WHEN 75% OF THE ANNUAL CONTRACT TERM AMOUNT HAS BEEN REACHED. IF APPLICABLE, THE COUNTY WILL BE PERMITTED THREE (3) MONTHS TO OBTAIN ADDITIONAL FUNDING.

*** Contract Total : \$410,000

FY 2026 - 5/15/26 - 9/30/2026 = \$50,000

FY 2027 - 10/01/2026 - 9/30/2027 = \$120,000

FY 2028 - 10/01/2027 - 9/30/2028 = \$120,000

FY 2029 - 10/01/2028 - 9/30/2029 = \$120,000

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Veterinary Emergency Group.
(ENTITY) and attest that ENTITY does not use coercion for labor or services as defined in
section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**

[Signature]
(signature of officer or representative)

maria jose lopez torres
(printed name of officer or representative)

State of Florida, County of Palm Beach

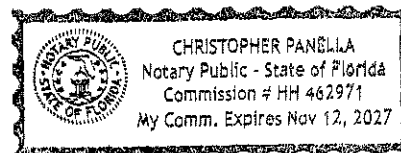
Sworn to and subscribed before me by means of physical presence or online notarization
this, 15th day of January, 2026, by Maria Jose Lopez Torres

Personally known OR produced identification .

Type of identification produced FLDL

[Signature]

NOTARY PUBLIC
My Commission Expires: 11/12/2027
State of Florida at large



(Notary Seal)

DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day appeared
Shelly Paioff, by means of physical presence
OR _____ online notarization hereinafter referred to as "Affiant," who being by me first
duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
 an individual or
 the Chief Legal Officer of Veterinary Emergency Group, LLC.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].
The Affiant or the entity the Affiant represents herein seeks to do business with
Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 44 S Broadway, White Plains, NY 10601

3. Attached hereto as Exhibit "A" is a complete listing of the names and
addresses of every person or entity having a five percent (5%) or greater interest in the
Affiant's corporation, partnership, or other principal. Disclosure does not apply to
nonprofit corporations, government agencies, or to an individual's or entity's interest in
any entity registered with the Federal Securities Exchange Commission or registered
pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general
public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach
County policy, and will be relied upon by Palm Beach County and the Board of County
Commissioners. Affiant further acknowledges that he or she is authorized to execute
this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and
with the penalties provided by the laws of the State of Florida for falsely swearing to
statements under oath.

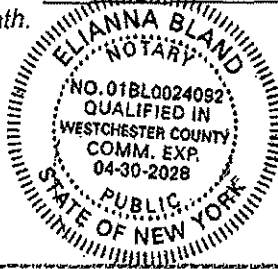
6. Under penalty of perjury, Affiant declares that Affiant has examined this
Affidavit and to the best of Affiant's knowledge and belief it is true, correct and
complete.

FURTHER AFFIANT SAYETH NAUGHT.

Shelly Paioff
(Signature)

Shelly Paioff, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of physical
presence OR _____ online notarization this 11th day of MAY, 2026, by
_____, who is personally known to me or who
has produced _____ as identification and who did
take an oath.



Elianna Bland
(Signature)

Notary Public
Elianna Bland
(Print Notary Name)
State of ~~Florida~~ New York
My Commission Expires: 04/30/28

