

**Agreement between Oneida County through its Health Department  
and Adirondack Veterinary Service, P.C.**

**THIS AGREEMENT**, by and between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, NY, 13501, hereinafter referred to as the "County," through its Health Department, located at 185 Genesee Street, Utica, NY, 13501, hereinafter referred to as the "Agency," and ADIRONDACK VETERINARY SERVICE, P.C., a domestic professional corporation organized and existing under the laws of the State of New York, with offices located at 5500 Rome-Taberg Road, Rome, New York, 13440, hereinafter referred to as the "Contractor."

**WHEREAS**, the County and Contractor desire to enter into an Agreement whereby the Contractor agrees to provide professional services, in conjunction with the Agency's rabies program, to provide immunization against the rabies virus for domestic dogs, cats and ferrets.

**NOW THEREFORE**, the parties hereto, in consideration of the covenants herein contained do hereby agree as follows:

**1. TERM:**

The term of this Agreement shall commence January 1, 2025 and continue through December 31, 2027; unless earlier terminated as provided hereafter.

**2. SCOPE OF SERVICES:**

- a. The Contractor shall provide technical and professional services for the administration of the rabies vaccine to domestic dogs, cats, and ferrets. The rabies vaccine is to be administered during clinic hours and at locations pre-arranged and agreed to by the County and the Contractor.
- b. The County shall provide the following:
  1. Rabies vaccine and necessary syringes
  2. Clerical assistance and Agency staff support
- c. Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations.
- d. Unless the services are to be performed on the premises of the Contractor's facility, the Agency shall be responsible for providing suitable seating and waiting areas for clients, and for warning clients of the possible adverse effects of rabies vaccinations on unhealthy or sick animals.

**3. FEE:**

1. From January 1, 2025 through December 31, 2025, the County shall pay the Contractor at the following rates:
  - a. The County shall pay the Contractor two hundred twenty dollars (\$240.00) per hour for the services of a Veterinarian. Payment shall include travel from the Contractor's place of business to the clinic location and return to the Contractor's place of business at the conclusion of the clinic.

- b. The County shall pay the Contractor eighty-five dollars (\$85.00) per hour for the services of a Veterinarian Assistant. Payment shall include travel from the Contractor's place of business to the clinic location and return to the Contractor's place of business at the conclusion of the clinic.
- 2. From January 1, 2026 through December 31, 2026, the County shall pay the Contractor at the following rates:
  - a. The County shall pay the Contractor two hundred forty-five dollars (\$245.00) per hour for the services of a Veterinarian. Payment shall include travel from the Contractor's place of business to the clinic location and return to the Contractor's place of business at the conclusion of the clinic.
  - b. The County shall pay the Contractor ninety dollars (\$90.00) per hour for the services of a Veterinarian Assistant. Payment shall include travel from the Contractor's place of business to the clinic location and return to the Contractor's place of business at the conclusion of the clinic.
- 3. From January 1, 2027 through December 31, 2027, the County shall pay the Contractor at the following rates:
  - a. The County shall pay the Contractor two hundred fifty dollars (\$250.00) per hour for the services of a Veterinarian. Payment shall include travel from the Contractor's place of business to the clinic location and return to the Contractor's place of business at the conclusion of the clinic.
  - b. The County shall pay the Contractor ninety-five dollars (\$95.00) per hour for the services of a Veterinarian Assistant. Payment shall include travel from the Contractor's place of business to the clinic location and return to the Contractor's place of business at the conclusion of the clinic.

**4. PAYMENT:**

- a. Within 10 days of the last day of the month in which services are provided, the Contractor shall submit a completed County voucher accompanied by a separate statement of services rendered.
- b. The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State funds for the purpose set forth in this Agreement. Should the funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the County shall have the option to immediately terminate this Agreement providing written notice to the Contractor. In such an event, the County shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.
- c. In order for the County to reimburse the Contractor for services rendered by the Contractor under the terms of this Agreement, the Contractor agrees to abide by the terms of the Standard Oneida County Conditions Addendum which is attached.

**5. INDEMNIFICATION:**

- a. The Contractor agrees that it shall defend, indemnify and hold harmless the Agency and the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage,

- personal injuries or death to persons arising, occurring or resulting from or out of the work of the Contractor and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Contractor or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of this Agreement.
- b. The Contractor agrees to make no claim for damages or delay occasioned by an act or omission of the County or the Agency.

**6. INSURANCE:**

- a. The Contractor shall maintain a professional liability insurance policy and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate during the term of this Agreement. The Contractor shall also maintain general liability insurance and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor shall also maintain business automobile liability coverage with limits of \$1,000,000 each accident, to include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The Contractor agrees to have the County named as additional insured, on a primary, non-contributory basis, as its interest may appear, on the general liability policy and business automobile liability, and to provide the County with certificates from said insurance company or companies showing proof of insurance as stated heretofore. The Contractor further agrees to provide that such coverage shall not be terminated without prior notice to the County of at least thirty (30) days.

**7. PERFORMANCE OF SERVICES**

- a. The Contractor represents that the Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The Contractor shall use its best efforts to perform the services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the method, details and means of performing the services, except where Federal, State or local laws and regulations impose specific requirements on performance of the same.
- b. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
- c. The Contractor acknowledges and agrees that Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

**8. INDEPENDENT CONTRACTOR STATUS:**

- a. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor and its Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Agency or County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the County agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- c. The Contractor and its Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- d. The Contractor acknowledges and agrees that neither the Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
- e. The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to Contractor under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental

agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

- h. The Contractor agrees to comply with Federal and State laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

**9. EXCLUSIVITY:**

- a. The Agency retains the right to contract with other independent contractors for such services which are the same as or similar to those provided by the Contractor, or to provide such services to its clients through its own employees. The Contractor retains the right to provide services directly or indirectly through contract with another entity, to persons who are not clients of the County.

**10. TERMINATION:**

- a. This Agreement may be terminated at any time by the County or the Contractor as long as the terminating party gives the other party at least thirty (30) calendar days prior written notice of termination. However, in the event the Contractor fails to comply with the terms of this Agreement, the County may terminate the Agreement effective upon written notice at any time.
- b. Upon notice of termination, the Contractor shall immediately submit to the County all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.

**11. ADVICE OF COUNSEL**

- a. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

**12. ENTIRE AGREEMENT:**

- a. The terms of this Agreement, including any attachments, amendments, addendums or appendices attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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**IN WITNESS WHEREOF**, the parties herein have hereunto set their hands the day and year first written below.

**COUNTY OF ONEIDA**

BY: \_\_\_\_\_

Anthony J. Picente, Jr.  
County Executive

DATE: \_\_\_\_\_

**ADIRONDACK VETERINARY SERVICE, P.C.**

BY: \_\_\_\_\_

Louis F. Calabrese, DVM

DATE: \_\_\_\_\_

APPROVED

BY: \_\_\_\_\_

Ellen S. Rayhill  
Assistant County Attorney