

Res 479

## Dane County Contract Cover Sheet

<b>Dept./Division</b>	Henry Vilas Zoo
<b>Vendor Name</b>	University of Wisconsin - Madison, School of Veterinary Medicine
<b>Vendor MUNIS #</b>	8296
<b>Brief Contract Title/Description</b>	Provide veterinary services to the Henry Vilas Zoo
<b>Contract Term</b>	2/18/2019-12/31/2024
<b>Total Contract Amount</b>	\$ 0

<b>Contract #</b> <small>Admin will assign</small>	13602
<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of Contract</b>	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b> 118072
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req # 286	Org Code	Obj Code	Amount	\$
Year 2019	Org Code	Obj Code	Amount	\$

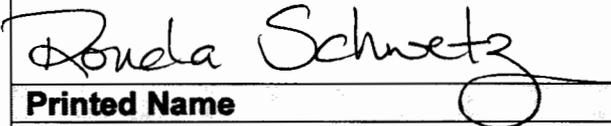
<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	<b>Res #</b>	479
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b>	2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MS	Received by DOA	1-17-19		
AL	Controller		1/18/19	
GC	Purchasing	1/17/19	1/17/19	
	Corporation Counsel	1/17/19	1/17/19	
	Risk Management	1/18/19	1/18/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Ronda Schwetz	<b>Name</b>	Benjamin Griffiths
<b>Phone #</b>	266-4708	<b>Phone #</b>	265-5266
<b>Email</b>	schwetz@countyofdane.com	<b>Email</b>	ben.griffiths@wisc.edu
<b>Address</b>	702 S. Randall Ave.	<b>Address</b>	2015 Linden Drive Madison, WI 53706

<b>Certification:</b> The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input checked="" type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by: Carlos Pabellon</b>
<input type="checkbox"/>	Non-standard contract.

## Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
		1/16/19
	<b>Printed Name</b>	
	RONDA SCHMETZ	

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	

DANE COUNTY CONTRACT # 13602



# of Pages Including Schedules: 12  
Expiration Date: December 31, 2024  
Authority: Res. # , 18-19  
Department: Henry Vilas Zoo  
Maximum Cost: \$0 for routine veterinary services  
Registered Agent:  
Registered Agent Address:

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY" or "Henry Vilas Zoo") and University of Wisconsin-Madison, School of Veterinary Medicine (hereafter, "PROVIDER"),

**WITNESSETH:**

WHEREAS COUNTY, whose address is 702 S. Randall Ave., Madison WI 53715, desires to contract with PROVIDER for the purpose of providing veterinary services to its zoo animals; and

WHEREAS PROVIDER, whose address is, 2015 Linden Drive, Madison WI 53706, is able and willing to provide such services in order to provide training opportunities for veterinary students and residents, conduct research, and to assist with furthering the health and well-being of the Henry Vilas Zoo's animals;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

**TERM:**

A. The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless renewed or terminated sooner as agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

**SERVICES:**

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

**ASSIGNMENT/TRANSFER:**

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

**TERMINATION:**

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
  2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
  3. failure of PROVIDER to comply with reporting requirements contained herein.
  4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. This Agreement may be terminated for convenience by either party upon one hundred and eighty (180) day's written notice to the other party.
- E. In the event either party terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset. The parties expressly disclaim the availability of exemplary, special or consequential damages in connection with any claims arising under this Agreement.

**PAYMENT:**

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for routine veterinary services rendered by PROVIDER

under this Agreement. PROVIDER's other services, including medical, surgical services, x-rays or lab testing provided at the School of Veterinary Medicine, and the sale of medications ("Additional Services") shall be subject to the pricing structure set forth in Schedule B.

**REPORTS:**

PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

**DELIVERY OF NOTICE:**

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

**INSURANCE:**

- A. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.
- B. PROVIDER as an agency of the State of Wisconsin participates in the State's Self-Funded Property and Liability insurance program, and as such is insured for commercial general liability, professional liability, and automobile liability.
- C. Workers' Compensation. PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

**NO WAIVER BY PAYMENT OR ACCEPTANCE:**

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

**NON-DISCRIMINATION:**

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

**CIVIL RIGHTS COMPLIANCE:**

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

**COMPLIANCE WITH FAIR LABOR STANDARDS:**

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane

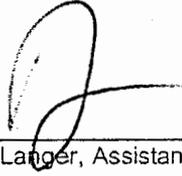
County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

**MISCELLANEOUS:**

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:



\_\_\_\_\_  
Daniel Langer, Assistant Vice Chancellor

1/17/19  
\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

\*\*\*

FOR COUNTY:

\_\_\_\_\_  
Joseph T. Parisi, Dane County Executive

\_\_\_\_\_  
Date Signed

\* [print name and title, below signature line of any person signing this document]

## SCHEDULE A

### Scope of Services

1. Routine Veterinary Services. Henry Vilas Zoo is dedicated to providing excellent animal care in accordance with the standards of the United States Department of Agriculture, Animal Plant Health Inspection Service, United States Department of the Interior, United States Department of Commerce and the Association of Zoos and Aquariums ("AZA"). The preventative health program shall be carried out by the PROVIDER in accordance with the most current Henry Vilas Zoo Preventative Health Program and the most current Guidelines for Zoo and Aquarium Veterinary Medical Programs and Veterinary Hospitals that are promulgated by the American Association of Zoo Veterinarians ("Guidelines").
  - a. PROVIDER's attending veterinarians, Dr. Kurt K. Sladky, Dr. Grayson Doss, Dr. Christoph Mans, and such other veterinarian(s) as may be designated pursuant to section 3., below ("Attending Veterinarians") will perform the services expected of a veterinarian for an AZA accredited zoo for a minimum of 800 hours per year on zoo grounds and 24/7 emergency veterinary services, including, but not limited to:
    - Providing preventative medical services;
    - Providing treatment of clinical cases;
    - Providing pre-shipment and quarantine examinations;
    - Making recommendations for health management and case care;
    - Providing routine physical examinations;
    - Coordinating with veterinary specialists in other areas at the School of Veterinary Medicine;
    - Making recommendations on safety of botanical and enrichment items
    - Implementation of preventative health and pest management programs
    - Review of nutritional guidelines for species in the collection
    - Education of the animal care staff on topics such as zoonotic diseases, integrated pest management and animal welfare
    - Accompany selected animal transports;
    - Maintaining veterinary drug and equipment inventory on site, and
    - Maintaining required medical records.
  - b. Preventative medical care is the cornerstone of zoo animal medicine. PROVIDER shall work with the Zoo staff to expand and improve upon the current preventative medicine program, with an emphasis on meeting and exceeding AZA, American Association of Zoo Veterinarians, and American College of Zoological Medicine guidelines and recommendations. Preventative medical care provided to the Zoo shall include regular review of animal husbandry and nutrition, routine and annual examinations, fecal parasite screening and provision of antiparasitic treatments, and implementing the current recommendations for vaccination protocols. Review of husbandry will include exhibit design, quality and safety of enrichment items offered, individual species nutritional requirements, and other tasks as needed.

- 
- c. Henry Vilas Zoo will provide the necessary equipment to maintain a modern zoological veterinary facility including keeping a stock of necessary medication and equipment. It will be the ultimate decision of Henry Vilas Zoo what supplies will be needed based on recommendations of the attending veterinarians. Most veterinary medical and surgical care of animals at the Zoo will be managed at the Zoo Animal Health Center and/or individual animal housing facilities on Zoo grounds.
  - d. PROVIDER shall perform all services in accordance with the most current Guidelines and which conform to the requirements of the Animal Welfare Act. PROVIDER acknowledges that the Guidelines are subject to revision and updates, and shall modify its provision of services to conform to any such revision or update within a reasonable time.
  - e. PROVIDER further agrees to update its provision of services as necessary to include any care required by the Henry Vilas Zoo, AZA, USDA, USDI, US Department of Commerce, American Veterinary Medical Association, or American Association of Zoo Veterinarians within a reasonable time. In addition, the PROVIDER must provide any other veterinary care that may be mandated by local, state, or federal agencies.
  - f. PROVIDER shall treat any information regarding clinical records or other documents, in-person and phone conversations and any other communication as confidential and should not be shared with any other parties except under the guidelines of the open records law or with the written permission of the Director of the Zoo or his or her designee. No photos or documents may be taken, reproduced or shared via social media or any other outlets without the written permission of the Director of the Henry Vilas Zoo
2. Additional Services. In addition to the routine veterinary services described above, PROVIDER may provide the following additional services if requested and authorized by the Director of the Henry Vilas Zoo:
- a. Medical/Surgical Services. In cases requiring intensive critical care, or in which advanced diagnostic techniques (e.g., CT scan, MRI, etc.) are deemed medically necessary, PROVIDER may transport zoo animals to the School of Veterinary Medicine for further diagnostics and/or treatment if authorized by the Henry Vilas Zoo Director or his or her designee beforehand. If the individual animal of concern is a powerful or dangerous animal species, and it is considered unsuitable or unsafe to manage intensively at the School of Veterinary Medicine, a coordinated effort between the Henry Vilas Zoo and School of Veterinary Medicine personnel will be made to accommodate care at an appropriate facility at the Zoo.
    - i. Henry Vilas Zoo shall be responsible for any costs incurred as a result of the transport and care at the School of Veterinary Medicine. Such costs are set forth in Schedule B of this Agreement.
  - b. Lab Testing. The Animal Health Center at Henry Vilas Zoo houses a lab that is capable of conducting certain lab tests. Other tests will require the need to submit samples to an outside veterinary diagnostic laboratory. PROVIDER agrees that the Director of the Henry Vilas Zoo or his or designee shall determine whether to conduct a lab test either in-house or at any outside facility and shall have the authority to select which outside facility to use.



---

and will be responsible for the cost of care for any additional services that the Director of the Henry Vilas Zoo authorizes.

- d. The Henry Vilas Zoo shall identify a primary person or persons responsible for liaison with the PROVIDER'S attending veterinarians during the course of the Agreement.
5. Publicity. Any press releases or other publicity regarding this Agreement and the services provided hereunder shall be subject to the prior written approval of the Director of the Henry Vilas Zoo .
6. Educational Programs. Henry Vilas Zoo may consider allowing access to animals and records for PROVIDER's veterinary students and residents with interest in zoo and exotic practice. All access will be supervised by the attending veterinarians and pre-approved by the Director of the Henry Vilas Zoo. Access must be minimally disruptive for Henry Vilas Zoo animals and staff. Information and images are expected to remain confidential and not for public distribution unless prior written approval is granted by the Director of the Henry Vilas Zoo.
7. Research Activities. If PROVIDER wishes to pursue academic research involving the Henry Vilas Zoo animals, it shall follow the review process set forth in the Henry Vilas Zoo Research policy, attached hereto as Schedule D and incorporated as if fully set forth herein. PROVIDER shall be notified of any changes to the Henry Vilas Zoo Research policy and presented with an amendment to the Agreement that incorporates the revised policy. If PROVIDER desires the use of animal clinical records or data for purposes of academic research, it shall request permission to do so from the Director of the Henry Vilas Zoo, who shall either grant or deny any request in writing.
8. Final Authority. The Director of the Zoo, or his or her designee, retains the final authority for all operations and final decisions regarding the management of the facility, and assumes all business risk for the operation of the facility including matters relating to animal health, and all matters relating to compliance with applicable law and regulations.
9. Assumption of Care. Prior to officially assuming veterinary care under this Agreement, PROVIDER shall notify the Director of the Zoo, or his or her designee, that it is equipped with the medications that are currently in stock at the Animal Health Center, and that such medications have been duly licensed under the PROVIDER's and that of the Animal Health Center.

## **SCHEDULE B**

### **Pricing Structure and Payment**

During the term of the Agreement, the following fees shall apply:

1. No fees will be charged for scheduled, emergency, or phone consultation veterinary services
2. The daily rate for hospitalized animals brought to the School of Veterinary Medicine, with prior authorization from the Henry Vilas Zoo Director or designee, shall be \$30 a day.
3. Lab tests, x-ray service or other testing fees and drugs directly provided by the School of Veterinary Medicine and pre-authorized by the Director of the Henry Vilas Zoo or his or her designee shall be billed to the Henry Vilas Zoo at a discount of 35% from the standard client price.
4. Any goods or services provided by a third-party but coordinated or arranged through the PROVIDER shall be billed on a pass-through basis. These goods or services shall be billed to the Henry Vilas Zoo at the actual cost set forth by the third-party.
5. In the eventuality that specialty veterinary medical care is needed beyond that which can be reasonably provided on Zoo premises by the attending veterinarians, and due to the nature of the animal patient or its condition it is not safe or medically appropriate to transport the animal to UW Veterinary Care for such care, the Henry Vilas Zoo Director or designee may authorize PROVIDER to make special arrangements for the provision of such specialty veterinary medical care on Zoo premises. In such circumstances, a 35% discount of standard client costs will be charged for such specialty veterinary care delivered on Zoo premises. COUNTY acknowledges that these circumstances may also involve additional costs for transporting specialty equipment and supplies, and that COUNTY may be required to rent specialty equipment or make other arrangements to compensate PROVIDER for the loss of use of and potential damage to specialty equipment that is transported from PROVIDER's premises to treat patients at the Henry Vilas Zoo. The arrangement of and payment for any such additional costs are subject to the prior approval of the Henry Vilas Zoo Director or designee.

---

## **SCHEDULE C**

### **Reports**

PROVIDER shall include a report of all services billed to County with the monthly invoices submitted to County. An annual summary report of all services provided under this Agreement is due by February 1 following the completion of the year.

## SCHEDULE D



### HENRY VILAS ZOO RESEARCH POLICY

Henry Vilas Zoo (HVZ) has an Institutional Animal Care and Use Committee (IACUC) reviews research proposals and requests for biological samples. The goal of a review is to evaluate each project concerning animal welfare and scientific merit.

#### A.

IACUC not only reviews research protocols, but they conduct evaluations of the institution's animal care. The evaluations include inspections of all animal areas and supporting facilities, assist in the resolution of animal welfare concerns and insures compliance with regulatory authorities and membership groups.

In support of its conservation, education and research mission, HVZ, encourages, conducts, and supports applied and basic research. Accepted research projects are those that have high conservation value, facilitate the animals' care and management, enhance animal well-being, and /or promote the guests' understanding and respect for animals. Collaboration with experts from universities, zoological parks, museums and conservation organizations is encouraged. Proposals to study animals in our collection, and native wildlife on property will be considered as well as studies on guest behavior.

All research (proposals and approved studies) involving active participation by HVZ and access to our animal collection (such as biological sampling or observation or interactions beyond that of a typical visitor [codifying/quantifying observations, requesting the zoo to present animals with novel objects or experiences, video or audio recordings, etc.] is assessed and reviewed by the Zoo's IACUC.

#### **Review Process:**

The review process is facilitated by the HVZ's Executive Director. The process is twofold: initial review is performed by the animal care team and veterinarians; the second review is performed by the Zoo's IACUC (Executive Zoo Director, Deputy Zoo Director, Education Curator, Animal Curator, Zoo's Veterinarians and outside/offsite professionals). The first review is in place to ensure that we are able to accommodate the request before the Zoo's IACUC evaluates it for animal welfare and scientific merit. If the proposal is not approved in the first review, it will not be reviewed by the Zoo's IACUC and the request will be denied. The HVZ's Executive Director is the liaison for these discussions and communications. IACUC reviews takes place via email communication initiated by the Zoo's Executive Director. There will be a 10 day process for

review—5-day discussion period followed by a 5-day voting period. After a quorum has been met, the decision is communicated via email by the Zoo's Executive Director. A proposal receiving highly detailed or technical discussion may be assigned a Designated Reviewer and discussed at the next assigned IACUC meeting. Designated Reviewers are responsible for interpreting the comments/concerns of the reviewers, and providing feedback to the principle investigator. In the correspondence, the principle investigator is asked to respond with a rebuttal to comments. Upon receiving the reply, the Designated Reviewer reports findings to the IACUC and the Zoo's area leaders. Non-invasive sample requests are only routed through the first reviewers, unless the Veterinarians or Animal Care contacts feels that the project poses an animal welfare concern or requires further scientific merit review.

### **Research Proposal Process:**

Each research proposal is vetted through the following review process. The IACUC review and assess each proposal by the following guidelines:

1. The study must contribute directly to captive care or *in situ* or *ex situ* conservation.
  - a. The zoo will not participate in studies that contribute solely to scientific knowledge without implications to captive care or wildlife conservation (i.e., researching something just because the answer is not known).
2. The study involves non-invasive collection of data
  - a. Studies that involve completely non-invasive collection of data (observations, video/sound recordings, etc.) are preferred.
  - b. Biological data and sample collection:
    - i. Non-invasive sample collection: urine, feces, regurgitation, hair/fur, etc., that does not involve touching the animal are preferred.
    - ii. Samples that can be collected from conscious, trained and actively participating animals (i.e., nail trimmings, body part presentation for blood draws, etc.) will be done as long as it is safe for the animal and zoo personnel to do so.
    - iii. We will not sedate or anaesthetize animals solely for the purpose of collecting data or biological specimen. We will collect data and/or biological samples from animals anaesthetized for other reasons (medical procedures, shipments, etc.), as long as it is safe for the animal to do so.
3. Sound methodology
  - a. Methods proposed in the study (including observation and laboratory techniques, statistics, and number of replicates [individuals or independent samples]) must be sound in order for the zoo to justify participation in the study.
4. Studies that have been endorsed by the appropriate Association of Zoos and Aquariums (AZA), Population Management Plan (PMP), Taxon Advisory Group (TAG) or Species Survival Plan (SSP) program and/or an ethics committee associated with the researcher's facility (such as an University Animal Ethics Committee) will be considered more seriously for zoo participation.
  - a. We will ask researchers to contact the appropriate SSP, PMP or TAG for endorsement when they approach us to participate if they have not already done so.

In order for a research proposal to pass review by the IACUC, the project must meet all of these standards.

### **Conditions of approval:**

1. Researchers will not be allowed direct access to animals unless there is a compelling reason approved by the IACUC for them to do so. In general, Zoo staff will collect samples, and work in exhibits and with the animals. Researchers may request the methodology in which these things are done.
2. Henry Vilas Zoo will be acknowledged in all presentations and publications of the works resulting from this data. The Zoo reserves the right to publicize research done at this facility; Zoo personnel will work with research personnel on messaging.
3. Reports and updates will be sent to Zoo on a regular basis and/or as requested until the completion of the study. The IACUC committee reserves the right to review and reassess the study for these criteria at any time. The Zoo reserves the right to end the study at any time.
4. The zoo reserves the right to review data and write-up before publishing. The Zoo may mandate formatting of certain data items (i.e., animal identifiers, animal history, etc.).
5. At the completion of the study, the zoo would like a final report and copy of all published works.
6. The Executive Zoo Director or their designee will make the final decision on next steps regarding research or data collection in the event of any dispute between the researcher and zoo staff.