

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Heartland Shelter Medicine LLC, hereinafter "Consultant" (collectively, the "Parties").

City needs Professional Services in the field of veterinary medicine. Consultant has expertise in said field as described in Exhibit A (Scope of Services) attached hereto and incorporated by reference.

City contracts with Consultant for the performance of Professional Services as described herein, in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, Consultant represents to City that Consultant is qualified to provide veterinary services and is licensed to practice said services by all public entities having jurisdiction over Consultant.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms will have the following meanings unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words will have a meaning parallel thereto.

"Additional Services" means services in addition to those listed in Exhibit A.

"City" means the City of Olathe, Kansas, a municipal corporation duly organized under the laws of the State of Kansas, its employees, appointees, and officers.

"Consultant" means the company or individual identified above, herein, and its affiliates, subsidiaries, employees, agents, and assigns.

"Professional Services" means the professional services, labor, materials, supplies, testing, surveying, title work, inspection, if applicable, and all other acts, duties, and services required of Consultant under this Agreement including any Additional Services.

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees to pay Consultant an amount not to exceed \$275,000.00 (TWO HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS), including reimbursable expenses as described herein per contract year. The fee is based on the performance of the scope of services outlined in this Agreement, including Exhibit A attached hereto and incorporated by reference, and will be billed by Consultant using rates and charges as set forth in Exhibit A attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to city monthly as provided herein.
2. Anticipated Service Usage: City's anticipated service usage under this agreement includes the utilization of a Veterinarian of Record Agreement, billed in units of one month duration, which will commence on 1/1/2026 and continue through the contract duration. The anticipated service usage also includes the utilization of On-Site Veterinarian services at the Olathe Animal Shelter (currently located at 505 E Sunvale Dr, Olathe KS 66061 and anticipated to be relocated to a different singular location in Olathe Kansas within the contract duration), billed in units of days, for an average of two (2) days weekly commencing on 1/1/2026 and continuing through the contract duration.

City's actual purchase quantity of services may be more or less than anticipated, based upon the needs of shelter and by authorization of the shelter manager or other such

individual designated by the City for day-to-day oversight of the Consultant. City may request and Consultant may agree to perform other services outlined in Exhibit A depending on City's needs and Consultant's capacity for services. Invoices will include charges for the actual quantity of services performed in any given billing period.

3. Reimbursable Expenses: If Consultant incurs any expenses in the course of providing requested Professional Services, such as usage of veterinary pharmaceuticals and consumables, travel expenses to an off-site location, or the procurement of miscellaneous items, than Consultant shall be reimbursed at the actual cost +10% for other costs not otherwise set forth in Exhibit A.

B. SERVICES BEYOND THE SCOPE OF SERVICES

1. Change in Scope: For substantial modifications in authorized Professional Services when requested by City and through no fault of Consultant, Consultant will be compensated for time and expense required to incorporate such modifications at Consultant's standard rates per Exhibit A; provided, however, that any increase in fee for Consultant to complete the services must be approved by City in writing.
2. Additional Services: Consultant may provide Additional Services authorized by a supplemental agreement executed in writing by the Parties. Prior to commencing any Additional Services, Consultant must submit a proposal outlining the Additional Services to be provided, estimation of total hours, completion date, and a maximum fee based upon the rate schedule attached hereto as Exhibit A. Payment to Consultant as compensation for Additional Services will be in accordance with the rate schedule attached as Exhibit A.

The following routine variations in services shall not be construed as additional services nor as a change in scope of the Agreement. Routine variations, if and when they should occur, shall require only the written direction of the shelter manager, or other such individual designated by the City for day to day oversight of the Consultant, to be binding upon this Agreement to both the City and Consultant, subject to availability from Consultant.

- Increase or decrease in the quantity of on-site veterinarian days in any given week during the contract term
- Electing from time to time for Consultant to provide other services listed in the Heartland Shelter Medicine Service Detailer or Fee Proposal within Exhibit A
- Electing from time to time to procure certain veterinary pharmaceuticals or veterinary medical supplies from Consultant, as may be necessary for the timely treatment of animals in City's care

C. BILLING & PAYMENT

1. Billing: Consultant may bill City monthly for completed Professional Services, including reimbursable expenses. The bill submitted by Consultant must itemize the Professional Services and reimbursable expenses for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy. The bill must be mailed to the attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to apolathe@olatheks.org. The bill must indicate it is for work or expenses under this Agreement (include Agreement date for identification).
2. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consultant provided in its monthly billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consultant until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact will be made

known to Consultant immediately. Consultant will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City will be paid to Consultant in accordance with the contract payment procedures.

D. TERM

1. This agreement will be a three (3) year contract with the option to renew for up to two (2) additional one (1) year periods upon the written agreement of both parties.

However, in the event that City's actual usage of Professional Services results in the Consultant having billed an amount equal to the Not To Exceed amount outlined in this agreement prior to the conclusion of the initial three (3) year contract period and without written amendment of the Agreement to provide additional compensation, the contract will be considered completed and no further provision of Professional Services will be required by the Consultant.

SECTION III- RESPONSIBILITIES OF CONSULTANT

Consultant will perform the Professional Services as described in Exhibit A.

A. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Professional Services as identified in Consultant's proposal (Exhibit A). At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal for these Professional Services: Dr. Sandra Kay Walker, DVM, CAWA. This person will be the primary contact with the City and will have authority to bind Consultant.
2. Service By and Payment to Others: Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the Professional Services will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.
3. Availability: Contractor will schedule a veterinarian for on-site services at Shelter's facility for two 7-hour work shifts per week, less reasonable absences for vacation or sick leave. While on-site the veterinarian will be primarily tasked with the provision of veterinary services for animals under Shelter's care, such as the performance of surgical procedures and medical examinations.

Whenever possible, any veterinarian absences resulting in less than two shifts of on-site veterinarian services in a given week will be compensated for by scheduling replacement shifts. (For example, should the Contractor's primary veterinarian have planned vacation time during the second week of a given month, three on-site shifts could be scheduled for the first and third weeks of the month as compensation for absence on the second week.)

If Consultant furnishes a qualified relief veterinarian at the City's request, any fee of said relief veterinarian in excess of Consultant's daily On Site Veterinarian fee per Exhibit A is a reimbursable expense for the Contractor at actual cost.

4. Subcontracting or Assignment of Services: With the exclusion of licensed veterinarians providing temporary relief services to Consultant. Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.2. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and in the aggregate and provide City with an insurance certificate showing the insurance limits provided by Consultant's subconsultant. Any services completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.
5. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

SECTION IV- CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

City will provide to Consultant information and criteria regarding City's requirements for the Professional Services; examine and timely respond to Consultant's submissions; and give written notice to Consultant, who will respond promptly, whenever City observes or otherwise becomes aware of any defect in the Professional Services.

B. DUTIES

City will perform the various duties and services which are outlined and designated including all listed Animal Welfare Organization Responsibilities included in Exhibit A as City's responsibility.

C. SUPPORT PERSONNEL

Consultant shall ensure that qualified support personnel (e.g., veterinary assistant(s) or technician(s)) are provided on each day when On-Site Veterinary Services are performed. All required support personnel shall be supplied, managed, and scheduled by the Consultant. Applicable rates and estimated hours for Consultant-provided support personnel shall be as set forth in Exhibit A. Any updates to support staffing or related rates shall be documented through an administrative modification under Section II.B.1.

City will ensure that any person engaged by the City to provide volunteer service of any kind to the Olathe Animal Shelter has agreed to a comprehensive liability waiver that includes language releasing, indemnifying, discharging and holding harmless the Consultant, as an agent or contractor of the City, from any and all causes of action, claims, or demands of any natures connected to their volunteer service for City

D. REGULATORY COMPLIANCE

City shall continuously for the duration of the Agreement maintain regulatory compliance

with all applicable local, State and Federal agencies, laws, and governance. This includes but is not limited to regulation by the Federal Drug Enforcement Administration, Kansas Department of Agriculture, and the Kansas Board of Veterinary Examiners. Failure by the City to maintain regulatory compliance in such a manner that could expose the Consultant to risk of sanction or harm from regulatory agencies, or regulatory violations by the City that cause unsafe, unsanitary or inhumane conditions for persons or animals at the animal shelter facility will be considered a breach of this Agreement and grounds for Consultant to terminate for cause.

E. PROGRAM AND BUDGET

City will provide all relevant information reasonably required for Consultant to perform its obligations herein, including but not limited to City's objectives, schedule, constraints, budget with reasonable contingencies, and other necessary criteria for the Professional Services.

F. FACILITY ACCESS

City will provide necessary and unfettered access to animal shelter facilities to the Consultant, including random unscheduled access for inspections as part of Consultant's obligation as VOR, and off-hours access as needed for the performance of emergency veterinary medical services. Consultant agrees to adhere to all applicable security procedures with regards to access to City facilities.

City will provide a secure DEA compliant cabinet safe for the storage of controlled substances and permit the Consultant to place their own lock on said safe. City understands and agrees that access to any and all controlled substance inventory and documentation will be limited to Heartland Shelter Medicine and their designees. If at any time Consultant becomes aware of an actual or potential discrepancy in controlled substance inventory City shall provide any and all building access logs, security camera footage to Consultant and any relevant authorities upon request and otherwise cooperate fully with any investigation. If for any reason VOR services are terminated, or if this Agreement in its entirety concludes or is terminated for any reason, City shall permit Consultant access to any controlled substances held under the Consultant's DEA registration in order to allow for appropriate transfer or destruction of controlled substances in accordance with federal law.

SECTION V - GENERAL PROVISIONS

A. RESPONSIBILITY FOR REGULATORY COMPLIANCE

Neither Consultant nor the City is responsible for regulatory compliance respectively by the other party. If either party develops a concern or dispute regarding the actions of the other party pertaining to compliance with applicable laws and regulations, the parties agree to provide each other with timely written notification of said concern and allow the respondent a fair opportunity to cure any complaints about the handling of a specific concern.

B. TERMINATION

1. Notice: Either party reserves the right to terminate this Agreement for either cause (due to the other party's failure to substantially perform its obligations hereunder) by providing fifteen (15) days' written notice of such termination to the other party or for convenience and without cause or default on the part of the other party, by providing sixty (60) days' written notice of such termination to the other party.

Upon receipt of notice of termination for cause from City, Consultant will, at City's option as contained in the notice: (1) immediately cease all Professional Services; or (2) meet with

City and, subject to City's approval, determine what Professional Services will be required of Consultant to bring the Professional Services to a reasonable termination in accordance with the request of City.

If City defaults on its obligations under this Agreement, (due to City's failure to substantially perform its obligations under this Agreement), Consultant must notify City by written notice of its intent to terminate and City will have fifteen (15) days from the date of the notice to cure or to submit a plan for cure acceptable to Consultant.

Address for Notice:

City of Olathe
Attn: Paul Krueger
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768

Heartland Shelter Medicine LLC
Attn: Sandra Kay Walker, DVM
1221 W 103 St #177
Kansas City, MO 64114

2. Compensation for Convenience Termination: If either party terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring the Professional Services to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Cause Termination: If either party terminates for cause or default on the part of the other party, City will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed and accepted to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. Both parties also retain all rights and remedies including but not limited to their rights to sue for damages, interest and attorney fees.
4. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Consultant under this Agreement, City may terminate this Agreement or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (60) days in advance of such termination or reduction of Professional Services for lack of funds.

B. DISPUTE RESOLUTION

City and Consultant agree that disputes relative to the Professional Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consultant will proceed with the Professional Services as per this Agreement as if no dispute existed, and City will continue to make payment for Consultant's completed Professional Services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

C. OWNERSHIP OF CONSULTANT DOCUMENTS

Consultant will provide City a copy of all final Consultant Documents, including but not limited to prints, reproductions, reports, plans, specifications and related documents, which will become the property of City. Consultant's copyrighted instruments will remain in the ownership

of Consultant if Consultant identifies them by appropriate markings. If City has paid Consultant in full for its Professional Services, then City may reuse these final documents without any additional compensation or agreement of Consultant. However, such reuse without written verification or adaptation by Consultant for the specific purpose intended by City will be at City's sole risk and without liability or legal exposure to Consultant. City does not take any responsibility for the reuse of documents by others.

D. INSURANCE

1. General: Except as provided in this Section, Consultant will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required in Exhibit B (City of Olathe Insurance Requirements). Professional Liability may be written on a "claims made" basis. Consultant will provide certificates of insurance and renewals thereof on forms acceptable to City (Exhibit C - Certificate of Insurance). Consultant is required to promptly notify City of a material change or cancellation of any policy listed on the Certificate. Consultant will only be required to list City as an additional insured for automobiles which are used (beyond commuting) in the performance of Professional Services under this Agreement. Consultant is not required to maintain cyber liability insurance. Consultant is required to meet the reasonable cyber security requirements requested by City, including but not limited to mandatory training regarding cyber threats and best practices.

City will maintain, throughout the duration of this Agreement, general liability insurance with coverage for bodily injury, property damage, and personal and advertising injury with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate; property insurance with coverage for damage or loss to any property owned or leased by City with limits adequate to cover the full replacement cost of such property; workers compensation insurance coverage and automobile insurance with coverage as required by applicable law.

Workers' compensation coverage for employees injured in the ordinary course of duties shall be provided by their respective employers. City staff shall be covered by City's workers' compensation policy, and Consultant's staff shall be covered by Consultant's workers' compensation policy, even when engaged in cooperative tasks.

2. Subcontractor's Insurance: If a part of the Professional Services under this Agreement is to be sublet, Consultant will either (a) cover all subcontractors in its insurance policies, or (b) require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts designated herein. If Consultant selects option (b), then Consultant agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any Professional Services. Consultant agrees that any subcontractor providing Professional Services without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services under this Agreement and will assume all financial risk associated with such failure thereto.

E. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which

arise out of or are connected with the performance of this Agreement.

2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors. Subject to and to the extent allowed by applicable law, including the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), City agrees to indemnify, defend and hold harmless Consultant and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of City or its employees, agents, representatives or subcontractors, other than Consultant or Consultant's subcontractors.. Neither acceptance of completed work nor payment therefor nor termination or expiration of this Agreement releases either party of its obligations under this paragraph.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.D.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: Except for limitations under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for City, Consultant, or their subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
 - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
 - b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
 - c. if Consultant fails to comply with the way Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;
 - d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled,

terminated or suspended, in whole or in part, by the contracting agency; and

- e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to the Professional Services and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

G. KANSAS OPEN RECORDS ACT

Consultant acknowledges that City is subject to the Kansas Open Records Act (K.S.A. 45-215, et seq.). City retains the final authority to determine whether it must disclose any document or other record under the Kansas Open Records Act and the manner in which such document or other record should be disclosed.

H. ENTIRE AGREEMENT

This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement. No form or document provided by Consultant after execution of this Agreement will modify this Agreement, even if signed by both Parties, unless it: 1) identifies the specific section number and section title of this Agreement that is being modified and 2) indicates the specific changes being made to the language contained in this Agreement.

I. APPLICABLE LAW, JURISDICTION, AND VENUE

Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

J. NO THIRD-PARTY BENEFICIARIES

Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

K. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an agent or employee of City.

L. COVENANT AGAINST CONTINGENT FEES

Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this representation, City may terminate this Agreement without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

M. NO SOLICITATION TO HIRE CITY EMPLOYEES

1. No Solicitation to Hire: Except as otherwise provided in this section, during the term of this Agreement and for one year after the Agreement's expiration or termination, Consultant must not solicit to hire and then hire, or solicit to contract with and then contract with, any of the City's current employees involved with the oversight or implementation of this Agreement.
2. No Restriction on City Employees: The foregoing restrictions shall not prevent City employees from affirmatively seeking employment elsewhere.
3. Liquidated Damages: The Parties agree that in the event of a breach of this provision that damages would be uncertain and difficult to accurately estimate. Therefore, if Consultant breaches this provision, Consultant agrees to pay City liquidated damages to the City equal to the annual salary of the applicable employee hired by or contracting with Consultant.

N. COMPLIANCE WITH LAWS

Consultant will abide by all applicable federal, state and local laws, ordinances and regulations applicable to the performance of Professional Services at the time the Professional Services are performed. Consultant will secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of the obligations under this Agreement and, upon request, will provide City a copy of its certificate of good standing to conduct business in the State of Kansas with this Agreement.

O. FORCE MAJEURE CLAUSE

Neither party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, serious illness, incapacity, public health emergency, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed party must notify the other party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the agreement.

P. TITLES, SUBHEADS AND CAPITALIZATION

Titles and subheadings as used herein are provided only as a matter of convenience and

will have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals has no legal bearing on the interpretation of such terms.

Q. SEVERABILITY CLAUSE

If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

R. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

If any ambiguity, inconsistency or conflict arises in the interpretation of this Agreement, the same will be resolved by reference first to the terms and conditions of this Agreement, and any exhibits attached hereto or incorporated by reference as noted below. In the event of any conflict or inconsistency between this Agreement and its exhibits, the following hierarchy of interpretation will apply:

1. This Agreement;
2. Scope of Services (Exhibit A)
3. City's Request for Proposals (incorporated by reference);
4. Consultant's Response to RFP (incorporated by reference).

[The remainder of this page is intentionally left blank.]

P. EXECUTION OF CONTRACT

The parties here to have caused this Agreement to be executed this ____ day of _____ 20__.

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

Heartland Shelter Medicine, LLC

By: _____
Dr. Sandra Kay Walker, Founding Veterinarian
1221 W 103 St #177
Kansas City, MO 64114

**TABLE OF CONTENTS
OF EXHIBITS**

Exhibit A	Scope of Services
Exhibit B	City of Olathe Insurance Requirements

EXHIBIT A

Scope of Services

SCOPE OF SERVICES

The selected veterinary contractor will be responsible for providing comprehensive veterinary services to animals in the care of the Olathe Animal Shelter. Services shall include, but are not limited to, the following:

CORE SERVICES

1. Medical Care and Surgery

- Routine and Preventive Care: Conduct physical examinations, diagnose illnesses, and provide appropriate medical treatments for shelter animals. Develop and manage preventive care protocols, including vaccinations, deworming, and parasite control.
- Diagnostic Testing: Prescribe and interpret diagnostic tests (e.g., bloodwork, radiographs) and provide guidance to staff on handling specimens.
- Surgical Procedures: Perform spay/neuter surgeries for dogs and cats. Provide additional surgical care as needed, such as wound repair or foreign body removal. Ensure proper anesthesia, pain management, and surgical instrument maintenance.
- Euthanasia Oversight: Make medical determinations for humane euthanasia when necessary and ensure all procedures follow AVMA and state guidelines.
- Oversee ordering of oxygen and other required supplies and ensure proper maintenance and calibration of surgical instruments.
- Record-Keeping: Maintain accurate and detailed medical records for all animals treated, consistent with accepted veterinary standards.

2. Public Health, Community Services and Compliance

- Licensure and Regulatory Compliance: Maintain a current Kansas veterinary license and a DEA license. Ensure the shelter's compliance with all applicable regulations of the Kansas Board of Veterinary Examiners, the Kansas Pet Animal Act, and federal laws regarding controlled substances.
- Rabies Control: Administer rabies vaccinations and prepare and submit rabies specimens to the Kansas Department of Health and Environment when required.
- Zoonotic Disease Prevention: Provide guidance on preventing zoonotic diseases and managing biosecurity protocols within the shelter.
- Community Outreach: Support shelter-hosted public health services, such as low-cost vaccination clinics.

3. Collaboration and Training

- Staff Collaboration: Work with shelter management, Animal Control Officers, and staff to provide coordinated animal care.
- Protocol Development: Develop and oversee written medical and surgical protocols for all shelter staff.
- Training and Consultation: Train staff on topics such as recognizing illness, administering treatments, and following medical and sanitation protocols.
- Guidance: Advise shelter leadership on medical considerations related to shelter operations.

4. Availability

- On-Site Services: Establish a consistent, mutually agreed-upon schedule to provide on-site services.
- Emergency Consultation: Be available for urgent or emergency consultation when needed.

5. Other Considerations could include, but are not limited to:

- Implementing a Trap-Neuter-Release (TNR) program to manage feral cat populations
- Developing and managing a Service Animal Training program
 - Engaging in fundraising activities and grant writing to secure additional funding sources

City of Olathe
RFP- 25-0080
On Site Veterinary Services

Proposal Response prepared by:
Heartland Shelter Medicine, LLC
Sandra Kay Walker, sole member

Contact:
1221 W 103rd St #177
Kansas City, MO, 64114
816-521-0600
drwalker@heartlandsheltermed.org

EIN: 33-3634283

Submitted for review by Dr. Sandra Kay Walker, DVM, CAWA



Signature

Date 10/14/2025

Executive Summary:

Heartland Shelter Medicine, LLC, is a Kansas City-based mobile veterinary practice, established in 2025 to serve animal welfare organizations in Missouri and Kansas. Our mission is to improve shelter animal welfare, increase access to veterinary care and optimize outcomes for sheltered animals in Missouri, Kansas and beyond. We offer shelter management consultations and contract veterinary services to animal shelters and rescues.

Our Founding Veterinarian and practice owner, Dr. Sandra Kay Walker, has been practicing shelter medicine in the Kansas City metropolitan area since her graduation in 2014. She has extensive post graduate training in animal shelter management and shelter medicine. She is currently a Certified Animal Welfare Administrator and is preparing to submit her specialist credentials in Shelter Medicine Practice to the American Board of Veterinary Practitioners.

Under Dr. Walker's leadership, Heartland Shelter Medicine is uniquely prepared to provide comprehensive and progressive on-site veterinary services to the Olathe Animal Shelter. Collaborating with Heartland Shelter Medicine provides a growth opportunity for the Olathe Animal Shelter and the Olathe community, through the provision of quality medical and surgical care, shelter management advisement, shelter staff training, and process and program development.

Heartland Shelter Medicine (hereinafter "Contractor") proposes to enter a contract with the Olathe Animal Shelter (hereinafter "Shelter") for the purpose of providing the requested services outlined in City of Olathe RFP-25-0800. The services to be included in this proposed contract will include a Veterinarian of Record (hereinafter "VOR") agreement, the regular provision of services by an on-site veterinarian, on-site veterinary support personnel (as requested), remote medical consultation services, remote and on-site shelter management consultation services, and regulatory document services. These services are further described in the attached *Heartland Shelter Medicine 2026 Service Detailer*, and the associated fees are outlined in the attached *Heartland Shelter Medicine Fee Proposal*. An illustration of how the Contractor will fulfill the Core Services requirements of the Scope of Services follows in the Proposed Scope of Services section of this document.

Proposed Scope of Services:

1) Medical Care and Surgery

Contractor will schedule a licensed veterinarian to provide on-site veterinary care at Shelter's facility. Contractor's veterinarian(s) will provide veterinary medical care to animals owned by, or in the custody of Shelter, including physical examination, diagnosis of illness, medical treatment, anesthesia, surgical procedures (to include spay/neuter, and additional general surgery), and euthanasia services.

To facilitate the provision of veterinary care herein described, Contractor shall occupy the portion of the Shelter's facility that includes the veterinary clinic, surgical suite, recovery area, pharmacy storage space, and doctor's office. Contractor will oversee the care and maintenance of equipment provided by the Shelter for Contractor's use, including anesthesia and surgical equipment, autoclave, and laboratory equipment.

Contractor will provide advice and directions to Shelter staff about ordering necessary consumable supplies (including oxygen) and pharmaceutical products through their distribution vendor accounts. When medically appropriate, Contractor will facilitate orders of diagnostic laboratory services and pharmacy compounding services by Shelter, through third party vendors.

Contractor will ensure accurate and detailed digital medical records are kept as required by applicable law, for all care, treatment and surgeries provided by the contractor, primarily using the veterinary medical and/or shelter specific recordkeeping software provided by Shelter and/or secondarily using the Contractor's recordkeeping software.

As part of a VOR agreement, Contractor will develop and manage preventative care protocols for Shelter, including vaccine, deworming and parasite prevention protocols. These protocols will be supervised and maintained by the Contractor and the outlined preventative care will be primarily administered by Shelter staff.

2) Public Health, Community Services and Compliance

Contractor will establish a VOR Agreement with Shelter. The VOR Agreement will outline how the Contractor will provide A) the development and supervision of veterinary medical protocols for Shelter B) supervision of distributor vendor accounts for Shelter C) supervise Shelter compliance with the program of veterinary care as reported to the Kansas Department Agriculture to maintain Shelter's Animal Shelter or Pound License and D) supervision of Shelter's Veterinary Premise Registration with the Kansas Board of Veterinary Examiners.

Contractor will obtain a federal Drug Enforcement Agency (DEA) Registration at Shelter's facility location. Contractor, using shelter's established distributor accounts, will order and maintain an inventory of controlled substances to be used in the provision of veterinary care for animals being served by Shelter. Contractor will maintain all records for these substances in compliance with applicable law and provide Shelter with inventory reports. Shelter will provide a secure DEA compliant cabinet safe at the facility location, with the understanding that Contractor and their designees will have sole access to the controlled substance inventory and documentation.

Contractor will accept transfer of management for Shelter's Veterinary Premise Registration with the Kansas Board of Veterinary Examiners. Contractor will maintain the managing veterinarian's Kansas Veterinary License and will supervise the practice of veterinary medicine, as defined by the Kansas Board of Veterinary Examiners, at Shelter's facility.

Contractor will perform public health duties for Shelter, including the provision of rabies vaccinations, submission of specimens for rabies testing when indicated, and advising Shelter staff regarding zoonotic diseases and biosecurity.

Depending on interest by Shelter and Contractor's capacity for services, Contractor would like to participate in community outreach promoting access to veterinary care and humane animal population management. These programs could include vaccination clinics, TNR services, public spay/neuter promotions, educational events, or more. Contractor will be available for consultation with Shelter staff for specific event or program planning.

3) Collaboration and Training

Contractor and Shelter management will meet weekly (at minimum), either on-site or via remote consultation to ensure quality communication and coordination of animal care. Contractor will be available for additional targeted consultation about protocols, staff training, programs, events, facility planning, and other topics as needed.

Contractor will, as capacity allows, develop a library of detailed written treatment protocols and other standard operating procedures specifically designed and provided for Shelter. These protocols will be on topics such as animal health, sanitation & biosecurity, population management, behavior and enrichment, and more. Contractor will also provide training to Shelter staff on the use of these protocols and will oversee staff implementation of these protocols. If there are any observed concerns regarding protocol use, Contractor will advise Shelter staff and/or management promptly so that corrections can occur.

Depending on Shelter's interest and Contractor's capacity for services, Contractor can also prepare and provide formal training lectures for staff, volunteers, and/or partner organizations.

4) Availability

Contractor will schedule a veterinarian for on-site services at Shelter's facility for two 7-hour work shifts per week, less reasonable absences for vacation or sick leave. While on-site the veterinarian will be primarily tasked with the provision of veterinary services for animals under Shelter's care, such as the performance of surgical procedures and medical examinations.

Whenever possible, any veterinarian absences resulting in less than two shifts of on-site veterinarian services in a given week will be compensated for by scheduling replacement shifts. (For example, should the Contractor's primary veterinarian have planned vacation time during the second week of a given month, three on-site shifts could be scheduled for the first and third weeks of the month as compensation for absence on the second week.)

Depending on Shelter's interest and Contractor's capacity for services, additional on-site veterinarian shifts can be scheduled by mutual agreement. Similarly, depending on Shelter's needs and Contractor's capacity for services, Contractor could also provide on-site veterinary support personnel to aid the on-site veterinarian or to provide other task support to Shelter.

Contractor will provide 1 hour weekly of shelter management consultation time, either on-site or remotely, to be used as a meeting with Shelter management as part of the VOR agreement. Contractor will also perform up to 10 hours per month of remote consultation services as part of the VOR agreement. These hours may include additional meeting time with shelter management, daytime remote medical consultations, performance of medical and legal record keeping, and/or time spent creating shelter management documents including treatment protocols, educational materials, and/or reports relating to programs, events, fundraising, or facility planning.

Contractor routinely offers daytime remote medical consultation services and will additionally offer Shelter phone and text access for emergency remote medical consultations during the hours of 5pm-10pm Monday through Friday, from 9am-9pm on Saturdays, Sundays & City Holidays. Although every effort will be made to be responsive to remote consultation requests, Contractor cannot guarantee that a veterinarian will always be available to accept and perform all remote consultations.

5) Other Considerations

Contractor has a strong interest in assisting Shelter with establishing and supporting a TNR program to manage feral and community cat populations.

Contractor is also interested in providing consultation and support for other shelter projects and programs, such as community services, volunteer programs, and facility planning, to the extent that capacity and resources allow. Contractor is open to participation in shelter promotions, fundraising events and providing support to grant writing efforts.

Contractor is interested in the possibility of future contract expansion to encompass additional scope of services and/or lease integration options utilizing spaces to be created with the 2027 facility expansion.

Exceptions and Addenda:

Shelter has indicated they will provide the following equipment for the Contractor's use: anesthesia machine, 4 E cylinder rented oxygen tanks, surgical instrument packs, surgical table, surgery lamp, dental machine, dental instrument set, microscope, centrifuge, autoclave, ultrasonic cleaner, and DEA cabinet/safe

The attached *Heartland Shelter Medicine 2026 Service Detailer* document further describes Contractor's service offerings, general client expectations and the stipulations required for a VOR Agreement with Contractor. Shelter must agree to all listed Animal Welfare Organization Responsibilities in the attached document, unless they are specifically exempted in the finalized contract.

Contractor acknowledges receipt of the following Addenda

- An updated copy of the RFP document, posted 9/18/2025, correcting a date typo
- An affidavit template form, posted 9/18/2025
- Public Notice, posted 9/30/2025, regarding reports being added to the files
- Public Q&A, with documentation for three (3) inquiries and responses about the RFP, posted between 9/17/2025 and 9/30/2025
- Five (5) statistical report documents detailing Shelter's activity, posted on 9/30/2025

Proposal Attachments

- Sandra Kay Walker – Resume October 2025.pdf
- Sandra Kay Walker Affidavit.pdf
- Heartland Shelter Medicine 2026 Service Detailer – Pricing Redacted for RFP.pdf
- Heartland Shelter Medicine Fee Proposal.pdf
- Attachment A – Vendor Response Form.pdf
- Attachment B – Respondent Instructions and TOS.pdf



Heartland Shelter Medicine

Service Detailer

General Services

Service	Description	Fee	Term	Animal Welfare Organization Responsibilities
Shelter management consultation (On-site or remote)	Consultation with a Certified Animal Welfare Administrator about shelter management topics, including topics such as population management, animal handling, sanitation and biosecurity, population health, outbreak management, behavior and enrichment programs, disaster response planning, euthanasia protocols, program development and public services, staff continuing education and more. Specific written recommendations will be provided for the organization and any stakeholders to reference at the conclusion of any consultation services.	\$	hourly	Depending on consultation topic, the organization may be required to provide statistical or other data about the shelter or program in question. Remote consultation may not be ideal to fully evaluate and address all topics of concern.
On-Site Veterinarian: Medicine Services	On-site medical services provided by a licensed veterinarian, including examination, diagnosis and treatment of animals. This will include the provision of verbal or written prescription orders when appropriate. (Example services include wellness exams & procedures, rabies vaccines, treatment for non-emergent illnesses such as ear infections, UTIs, diarrhea, allergic dermatitis, metabolic diseases, lameness, heartworm disease & more, domestic health certificates, behavioral health management, performance & interpretation of diagnostic tests and radiographs, and shelter euthanasia services.)	\$	hourly	<p>Organization must provide a minimum of one experienced support person (staff or volunteer) to assist with patient handling, restraint, treatments, records and care. If organization cannot provide appropriately prepared support personnel, Heartland Shelter Medicine may be able to arrange for on-site veterinary support personnel, for an additional fee.</p> <p>Organization is encouraged to provide quality, in-date, supplies and medications to be used during patient care. If Heartland Shelter Medicine provides, uses, or dispenses items from their inventory during the provision of on-site medicine services the organization will be invoiced additional charges for these items.</p>

Remote Medical Consultation	Remote medical consultation services provided by a licensed veterinarian. Includes phone, text or video consultation about individual patients who have been cared for by Heartland Shelter Medicine in the last 30 days, or who are receiving medical treatment according to our established supervised medical protocols. This may include remote provision of verbal or written new prescription orders when appropriate. A written consultation summary will be recorded and provided to the organization within 48 hours after each remote consultation.	\$	per 15-minute consult	Organization must provide a list of individuals who are financially authorized to request and receive remote consultations. These individuals will communicate directly with the veterinarian about the patient and will be responsible for relaying any veterinarian's instructions to the organizational team. Remote consultations may only be requested between 9am-5pm, Monday through Friday. Although every effort will be made to be responsive to these requests, there is no guarantee that the veterinarian will be available to accept and perform remote consultations upon request.
On-Site Veterinarian: Surgical Services	On-site surgical services provided by a licensed Doctor of Veterinary Medicine including pre-surgical examination through recovery to sternal status. Routinely offered surgeries include ovariohysterectomy/ovariectomy (spays) at all reproductive stages, castration (neutering), mass removals, enucleation, entropion correction, third eyelid prolapse correction, umbilical and inguinal hernia repair, cystotomy, wound care, and medically indicated digit, limb, and tail amputations. Other surgeries may be offered on a case-by-case basis. Surgical patients will be given verbal or written prescription orders for appropriate post-surgical and other medications.	\$	hourly	<p>Organization must provide a minimum of two support personnel (staff or volunteers) to assist with patient handling, treatments, anesthesia, recovery monitoring, records and care. If organization cannot provide appropriately prepared support personnel, Heartland Shelter Medicine may be able to arrange for on-site veterinary support personnel, for an additional fee. Organization must schedule so that the surgical veterinarian is able to remain on-site until all patients have achieved a suitable post-procedure recovery status, unless the organization arranges to transfer patient care to another veterinarian on-site or at a referral facility. (This should generally be expected to be 1-2 hours past the end of the last surgery for the day.)</p> <p>Organization's surgical protocols must meet the minimum standards set by the Association of Shelter Veterinarians. Organization is encouraged to provide quality, in-date, surgical supplies and medications to be used during patient care. If Heartland Shelter Medicine provides, uses, or dispenses items from their inventory during the provision of on-site surgical services the organization will be invoiced additional charges for these items.</p>

Veterinarian of Record Services – Kansas

Service	Description	Fee	Term	Animal Welfare Organization Responsibilities
Veterinarian of Record Agreement	Includes a monthly on-site audit for the supervision of (A) the shelter's use of established veterinary medical protocols; (B) the shelter's program of veterinary care as required by the Kansas Department of Agriculture; (C) the shelter's Kansas Veterinary Premise Registration; and (D) the shelter's established distributor vendor accounts used to obtain veterinary medical supplies. A written report documenting the organization's adherence to applicable standards and any recommendations will be provided to shelter management after each monthly audit.	By Contract Contract Fee to be quoted based on the organizational size, activities and structure.	monthly	The organization must allow access for unscheduled inspection of all: medical and treatment areas; storage areas for pharmacy items, vaccinations and medical supplies; animal intake areas; animal housing areas; animal food storage and preparation areas; behavioral enrichment and training areas; and areas where euthanasia procedures occur. Additionally, the organization must provide remote access to all electronic patient medical records and the purchasing history for any supervised distributor accounts.
Veterinary Medical Protocol Supervision	Supervision of established written veterinary medical protocols is included with a VOR Agreement. Established written protocols allow for the use of prescription medical treatments by specified organizational staff within the set protocol guidelines. This allows organizational staff to initiate veterinary medical treatment plans for animals with common health concerns.	Included with VOR agreement		Organizations must create and maintain medical records for all animals receiving medications or treatments via the established protocols. The organization must document for the veterinarian a listing of all staff members who will be trained and authorized to initiate protocol treatments and ensure protocol guidelines will be used exactly as written. A listing of all patients with newly initiated protocol treatment plans should be reported for review daily. An individual consultation or veterinary exam is required for any animal with a clinical situation which falls beyond the protocol guidelines.
Kansas Dept. of Agriculture Animal Shelter or Pound License Program of Veterinary Care Supervision	Supervision of the program of veterinary care for the shelter's main facility is included with a VOR agreement. The Kansas Veterinary Care Form is required for an Animal Shelter or Pound License in the State of Kansas.	included with VOR agreement		Organization must prepare and provide the Kansas Veterinary Care Form documents for the supervising veterinarian to review a minimum of 14 days before they are due. This includes page 1, excluding the veterinary information section, and the entirety of page 2 on the current form. Organization must remain in compliance with all regulations set by the Kansas Pet Animal Act and administered by the Kansas Department of Agriculture to maintain their Animal Shelter or Pound License.

Kansas Veterinary Premise Registration Supervision	<p>Supervision of one Veterinary Premise Registration for an established clinic facility at the shelter's main location is included with a VOR agreement.</p> <p>This permit allows for the establishment of veterinarian-client-patient relationships (VCPRs) at the shelter's facility. This allows the shelter to hire or contract with veterinarians to care for client owned animals at the shelter's facility, including the provision of post-adoption and TNR services for these patients.</p>	included with VOR agreement		<p>The organization's facilities must meet and maintain standards set by the Kansas Board of Veterinary Examiners. The organization must be aware of and follow Kansas Board of Veterinary Examiners' regulations regarding the establishment of a valid Veterinarian-Client-Patient-Relationship as it pertains to the provision of veterinary care at the facility.</p>
New Kansas Veterinary Premise Registration Application	Includes completion of facility application and inspection documents, including any application fees. Renewal is required annually by the Kansas Board of Veterinary Examiners.	\$	per instance	The organization's facilities must meet and maintain standards set by the Kansas Board of Veterinary Examiners.
Renewal of KS Veterinary Premise Registration	Includes completion of facility application and inspection documents, including any application fees. Renewal is required annually by the Kansas Board of Veterinary Examiners.	\$	per instance	The organization's facilities must meet and maintain standards set by the Kansas Board of Veterinary Examiners.
Distribution Vendor Account Supervision	<p>Supervision of established distribution vendor accounts is included with a VOR agreement. This includes provision of veterinary license documentation to vendors as required.</p> <p>Distribution vendors must affirm veterinary supervision to provide prescription pharmaceutical products to their customers. VOR supervision provides the opportunity for the organization to obtain distributor price savings for these products.</p>	included with VOR agreement		<p>Organization must provide remote account access which allows for review of the purchasing history for any supervised distributor accounts for the duration of the VOR agreement. Organization must agree that any prescription products purchased through supervised accounts will only be used under the direction of a licensed veterinarian who has established a valid Veterinarian-Client-Patient-Relationship as defined by the Kansas Board of Veterinary Examiners.</p>
New Distribution Vendor Account Set-Up	Includes review of prepared account application documents for a new distribution vendor, and provision of required veterinary license documentation to that vendor.	\$	per instance	Organization must prepare and provide any documents to be reviewed and/or signed by the supervising veterinarian a minimum of 14 days before they are required.

Maintenance of a DEA Registration located within Organization's Facility	Includes the utilization of the organization's supervised distribution vendor accounts to perform controlled substance ordering and inventory maintenance, as well as maintenance of all records for these substances in compliance with applicable law, including regular inventory audits. Heartland Shelter Medicine will provide organizational management with controlled substance inventory reports for each audit period.	Contract provision available within a VOR agreement		The organization's facilities must meet and maintain the standards set by the Federal Drug Enforcement Administration (DEA) for the storage and handling of controlled substances. Organization must provide a secure DEA compliant cabinet safe for the storage of controlled substances. Organization must agree that access to controlled substance inventory and documentation will be limited to Heartland Shelter Medicine and their designees.
3-Year DEA Registration (New or Renewal)	Includes completion of registration application including any application fees. Renewal is required every 3 years by the Federal Drug Enforcement Administration (DEA)	\$	per instance	The organization's facilities must meet and maintain the standards set by the Federal Drug Enforcement Administration (DEA) for the storage and handling of controlled substances.

Heartland Shelter Medicine Fee Proposal For RFP-25-0080

Proposed Contract Services:

Listed fees are for the 2026 calendar year with a 5% annual increase each year for the contract duration.

Veterinarian of Record Agreement \$2300.00/month

VOR Agreement is a requirement for contract. VOR Agreement includes: supervision of Shelter's A) established veterinary medical protocols, B) distributor vendor accounts C) program of veterinary care, and D) Kansas Veterinary Premise Registration; maintenance of a DEA registration within Shelter's facility; a 1-hour weekly consultation meeting with Shelter management; up to 10 hours of remote consultation services monthly; and a monthly shelter audit inspection & report.

On-Site Veterinarian \$700.00/shift

Contract proposal specifies 2 shifts weekly with seven (7) working hours per shift. Additional shifts can be scheduled subject to Contractor capacity.

On-Site Veterinarian, extended or short notice shift \$120.00/hour

Shift differential for shifts greater than seven (7) working hours or scheduled with less than 36 hours' notice. Availability for extended or short notice shifts is subject to Contractor capacity.

On-Site Veterinary Support Personnel \$28.00/hour

If Shelter cannot provide appropriately prepared support personnel, they may request that Contractor provide On-Site Veterinary Support Personnel to aid On-Site Veterinarian services or for other tasks as requested by Shelter. Availability of this service is subject to Contractor capacity.

Additional Shelter Management Consultation \$80.00/hour

Rate for in person or remote shelter management consultation services consumed beyond the 11 hours of consultation services included in the VOR Agreement. Availability of consultation services beyond the VOR agreement is subject to Contractor capacity.

Daytime Remote Medical Consultation \$30.00/15-minute consult

Daytime Remote Medical Consultation Hours are 9am-5pm, Monday to Friday, excluding City Holidays. Remote Medical Consultation is subject to Contractor capacity.

Emergency Medical Consultation \$50.00/15-minute consult

Emergency hours are 5pm-10pm Monday-Friday, 9am-9pm Saturdays, Sundays and City Holidays. Emergency Medical Consultation is subject to Contractor capacity.

Regulatory Document Services:

Listed fees are for the 2026 calendar year and are inclusive of document preparation and/or review and any agency fees as described in the Heartland Shelter Medicine 2026 Service Detailer. Fees for subsequent years within the contract period will be increased commensurately to any increases in agency fees.

New Kansas Veterinary Premise Registration Application \$300.00/instance

Annual Renewal of Kansas Veterinary Premise Registration \$250.00/instance

New Application or Renewal for 3-year DEA Registration \$1000.00/ instance

New Distribution Vendor Account Set-Up \$85.00/instance

Dr. Sandra Kay Walker

Doctor of Veterinary Medicine

Certified Animal Welfare Administrator

1221 W 103rd St #174, Kansas City, MO 64114
573-303-2136, drwalker@heartlandsheltermed.org

Professional Summary

I am a shelter veterinarian with a strong commitment to education and self-improvement. For more than eleven years, I have been a public servant in the Kansas City metropolitan area. My new practice offers animal shelter consultations and contract veterinary service to a variety of animal welfare organizations in both Missouri and Kansas. My mission is to improve shelter animal welfare, increase access to care, and optimize shelter animal outcomes throughout the region.

Licenses, Registrations & Certifications:

DVM, Missouri - License #2014018013	<i>Current through November 30th, 2026</i>
Missouri Department of Professional Registration	First obtained June 10 th , 2014
DVM, Kansas - License #8354	<i>Current through June 30th, 2026</i>
Kansas Board of Veterinary Examiners	First obtained September 3 rd , 2015
Certified Animal Welfare Administrator	<i>Current through October, 2028</i>
Association for Animal Welfare Advancement	First obtained October 29, 2022
USDA-APHIS Category II Accredited Veterinarian	<i>Current through August 18, 2026</i>
National Veterinary Accreditation Program	Authorized in Missouri & Kansas
Controlled Substance Registration Certificate	<i>Current through May 31, 2028</i>
US DOJ Drug Enforcement Administration	Schedule 2, 3, 4 & 5
Missouri Controlled Substances Registration	<i>Current through July 31, 2026</i>
Bureau of Narcotics and Dangerous Drugs, MO DHSS	Schedule 2, 3, 4 & 5

Professional Courses & Attendance:

- ASPCA Practitioner Pathway Mentorship Program – Mentee, January 2023-January 2025
 - American Board of Veterinary Practitioners Symposium, 2014, 2016-2019, 2023, 2024 & 2025
 - Missouri Veterinary Medical Convention, 2013-2021, 2023 & 2024
 - Midwest Animal Sheltering Conference, October 2023 & 2025
 - Best Friends National Conference, Houston, Texas, August 2023
 - ASPCA Maddie's Shelter Medicine Conference, Ithaca, New York, July 2022
 - FEMA Emergency Management Institute, ICS 100.c, 200.c, 700.b & 800.c, April 2020
 - Compassion Fatigue Strategies, University of Florida Shelter Medicine Program, Spring 2016
 - Humane Alliance Veterinarian Training Program, Asheville, North Carolina, September 2015
-

Conference Speaking Experience:

- American Board of Veterinary Practitioners Symposium, 2024 – Original Research Abstract
Canine Outcomes and Length of Stay in a Midwestern Shelter Affected by BSL
- Midwest Animal Sheltering Conference, 2023 – Lecture Sessions
Practical Heartworm Treatment in the Shelter Parts 1 & 2

Employment Experience:

Practice Founder & Veterinarian <i>Heartland Shelter Medicine</i>	February 2025 to present Kansas City, Missouri
Shelter Veterinarian and Clinic Supervisor <i>Independence Animal Services</i>	August 2019 to May 2025 Independence, Missouri
Medical Director <i>Humane Society of Greater Kansas City</i>	February 2016 to August 2019 Kansas City, Kansas
Shelter Veterinarian <i>Kansas City Pet Project</i>	June 2014 to February 2016 Kansas City, Missouri

Notable Volunteer Experiences:

- **Board Member**; *Missouri Coalition of Animal Care Organizations*, June 2025-present
- **Conference Committee**; *Midwest Animal Sheltering Conference*, June 2025-present
- **Voting Committee**; *Spay & Neuter Collaborative of Kansas City*, February 2024- May 2025
- **Field Clinic Volunteer**; *Humane Society Veterinary Medical Association - Field Services Division (Rural Area Veterinary Service)*, July 2007 & July 2010 (veterinary assistant), August 2011 & August 2012 (veterinary student) and September 2022 & July 2024 (DVM)
- **Feral Fix (TNR surgery)**; *Humane Society of Greater Kansas City*, Kansas City, Kansas, events from September 2019 to March 2020, and when program briefly resumed, October 2022
- **Spay-a-thon for Puerto Rico (HQHVSN field clinic)**; served with *Maddie's Shelter Medicine Program at Cornell University Team*, Guayama, Puerto Rico location, February 2019
- **ASPCA Match-a-thon Event Committee**; *No Kill Columbia*, Columbia Missouri, October 2013

Professional Memberships:

Association of Shelter Veterinarians
Association for Animal Welfare Advancement
Humane Society Veterinary Medical Association

American Veterinary Medical Association
Missouri Veterinary Medical Association
Kansas City Veterinary Medical Association

EXHIBIT B

CITY OF OLATHE INSURANCE REQUIREMENTS

- A. **Insurance.** Consultant agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:
1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.
Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.
 2. Business Automobile Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.
Limits: Any Auto; OR All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000
Notwithstanding the foregoing, if Consultant does not own any automobiles, then Consultant must maintain Hired and Non-Owned Auto insurance.
 3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Consultant against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.
Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee
 4. Professional Liability: Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.
Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000
 5. Cyber Insurance: If Consultant will have access to the City's network or City's data, Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement. Coverage must include: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.
Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000
- B. **Exposure Limits.** The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Consultant nor has City assessed the risk that may be applicable to Consultant. Consultant must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Consultant's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Consultant.

- C. **Costs.** The cost of insurance will be included in the Consultant's bid or proposal and must be at Consultant's expense. Any and all deductibles or self-insurance in the above described coverages will be the responsibility and at the sole risk of the Consultant.

D. Verification of Coverage

1. Consultant must provide a certificate of insurance on ISO form or equivalent including all requirements listed herein. City uses the myCOI platform for submission and review of certificates of insurance and related documentation. Consultant must provide any information needed to register on the platform and submit certificates of insurance and related documentation through the platform
 2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
 3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
 4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.
- E. **Cancellation.** No required coverage may be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.
- F. **Subconsultant's Insurance:** If a part of this Agreement is to be sublet, Consultant must either cover all subconsultants under its insurance policies; OR require each subconsultant not so covered to meet the standards stated herein.