

# Relief Veterinary Service Agreement

Cathleen M. Medbury, DVM - Dr. Medbury, LLC  
29076 Histed Dr.  
Evergreen, Co 80439  
Phone: 720.526.2849  
E-mail: dr.medbury@gmail.com

This Relief Veterinary Services Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between, Cathleen M. Medbury D.V.M., a veterinarian licensed by the State of Colorado, (hereinafter referred to as “Contractor”) whose business address is 29076 Histed Dr. Evergreen, CO 80439, and a veterinary practice (hereinafter referred to as “Client”), whose business address is \_\_\_\_\_ and is made with reference to the following facts and understandings:

- A. Contractor is a licensed veterinarian practicing and doing business in the State of Colorado and is engaged in the practice of veterinary medicine and surgery as a relief veterinarian.
- B. As a relief veterinarian, Contractor provides diagnostic, therapeutic, public consultation, and surgical services on behalf of Client subject to the terms and conditions herein specified.
- C. Client is engaged in providing facilities for the care and treatment of animals, and other services not limited herein to the public and wishes to retain the services of Contractor as an independent contractor relief veterinarian.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

## **ARTICLE 1**

### **Duration of Contract**

Section 1.1 This Agreement is effective \_\_\_\_\_, and shall remain in effect until the services specified herein have been performed, or until terminated in accordance with provisions of Article 7 of this Agreement.

## **ARTICLE 2**

### **Independent Contractor Status**

Section 2.1 Contractor shall at all times provide services as an independent contractor and shall not provide services as an employee, joint venturer, partner or other agent of Client. Nothing in this Agreement is intended to create or imply any other form of relationship. Client shall not classify Contractor as an employee for any purposes, including the provision of workers compensation coverage, payroll processing or benefits, nor shall Client make any employee-related deduction from payments due to Contractor.

Section 2.2 Non-Exclusive Relationship. Client acknowledges and agrees that Contractor shall have the right to engage in independent veterinary practice and shall have the right to provide relief or other veterinarian services to any other person or entity, before, during, and after the term of this Agreement.

Section 2.3 Use of Client's Premises. Client and Contractor understand that due to the nature of the profession of veterinary medicine as a health profession providing medical and surgical services to the public and their pets, it is customary that Contractor render services to Client on Client's premises. The parties agree such arrangements should in no way impair the independent contractor relationship between the parties.

Section 2.4 Contractor shall conduct Contractor's business in a manner compliant with the laws and professional standards set forth by the Colorado Veterinary Medical Board, the American Veterinary Medical Association and in accordance with the values and ethics of the veterinary profession. Client agrees that it will in no way interfere with Contractor's professional and ethical obligations.

### **ARTICLE 3** **Services Provided By Contractor**

Section 3.1 Contractor agrees to provide veterinary care in the form of professional diagnoses, treatment, nursing care, dentistry, surgery, consultation and professional recommendations to Client's patrons on the premises of Client's veterinary practice. Contractor shall provide these services on the dates and times set forth in the Services Schedule attached hereto and as updated from time to time by agreement of the parties.

Section 3.2 Contractor retains sole and absolute discretion and judgment in the manner, method, and means of performing Contractor's duties under this Agreement. This shall include, but not be limited to, Contractor's right to prescribe, treat, and diagnose in accordance with Contractor's professional judgment. Client shall not have any right to control or determine the means or methods used by Contractor.

Section 3.3 Scheduled appointments and surgeries will be covered within the duties to be performed by Contractor as well as emergencies or non-scheduled procedures that may arise, with acceptance and timing of such duties to be at the discretion of Contractor.

Section 3.4 Contractor shall retain the right to either personally perform the duties covered by this Agreement, or provide other licensed veterinarians to perform said duties. Contractor may, at Contractor's own expense, provide such assistants as Contractor deems necessary to perform the services required by this Agreement. Client may not control, direct, or supervise Contractor's subcontractors, assistants, or employees in the performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants.

## **ARTICLE 4**

### **Fees**

Section 4.1 In consideration for the services to be performed by Contractor, Client agrees to pay Contractor in accordance with Contractor's Schedule of Fees attached hereto. The amount of fees charged for services may change from time to time, and Contractor shall provide a new fee schedule attachment as the fee schedule is updated.

## **ARTICLE 5**

### **Other Obligations of Contractor**

Section 5.1 Contractor agrees to comply with all reasonable requests of Client necessary to performance under this Agreement. Contractor also agrees to provide access to all pertinent information and documentation necessary to the performance of Contractor's services.

Section 5.2 Contractor is responsible for Contractor's operating expenses, including, but not limited to, transportation costs (except as specified under the fee schedule), meals, clothing, personal equipment and tools, insurance and accounting.

Section 5.3 Contractor is responsible for obtaining and maintaining her own medical insurance or workers' compensation insurance, to the extent required in the operation of Contractor's business.

Section 5.4 Contractor shall issue to Client invoices monthly or at other reasonable intervals, setting forth the date of service and all fees due for each date of service.

Section 5.5 Except as provided in this Agreement, Contractor may not assign any duties or obligations under this Agreement without the prior written consent of Client.

**ARTICLE 6**  
**Obligations of Client**

Section 6.1 Client agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement. Client also agrees to provide access to all pertinent information and documentation necessary to the performance of Contractor's services.

Section 6.2 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client without the prior written consent of Contractor.

Section 6.3 Client agrees to provide full access to Client's facilities, equipment, tools and medicines as reasonably needed to provide services under this Agreement.

Section 6.4 Client shall pay Contractor the fees set forth in Contractor's invoices issued to Client. Payment shall be made within 15 days, unless stated otherwise on the billing invoice. Payments not made within 30 days of the invoice shall incur a late fee of 20% and thereafter shall accrue interest at the rate of 10% until paid (legal rate currently 10%).

Section 6.5 Cancellation. Client shall pay Contractor late cancellation fees as follows: Client shall provide at least 14 days advance notice of cancellation of any service appointments listed in the Services Schedule. If cancellation of a scheduled appointment is made less than 30 days in advance, Client shall pay a fee of 100% of the contracted fees. Notice of cancellation must be in writing.

**ARTICLE 7**  
**Termination of Contract**

Section 7.1 This Agreement shall automatically terminate on the occurrence of any of the following:

- A. Bankruptcy or insolvency of either party;
- B. Sale of business upon sixty (60) days written notice from selling party;
- C. Death of either party (or principal if the party is an entity);
- D. Mutual written consent of both parties;
- E. Default in performance of the Agreement by either party;
- F. Physical or verbal conduct resulting in injury or damage to the other; or
- G. Failure to remit payment as agreed herein.

Section 7.2 This Agreement may be terminated by Client upon written notice to Contractor. However, Client shall be responsible for any appointment cancellation fees as set forth in section 6.5 above. Contractor may terminate this agreement upon 14 days advance written notice to Client.

Section 7.3 The provisions of Sections 4.1, 6.6 and Article 8 shall survive the termination of this Agreement.

## **ARTICLE 8** **General Provisions**

Section 8.1 Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three days after mailing.

Section 8.2 Contractor is providing relief services from time to time on an interim basis, and therefore cannot be responsible for the various risks that may arise during the course of treatment for any particular animal. Contractor's liability shall be limited to that portion of any injury or loss directly caused by the affirmative actions of Contractor. Contractor's liability for omissions shall be limited to those omissions that occur after Contractor had actual knowledge of facts and circumstances requiring Contractor to act in a different manner under the applicable standard of care, and shall further be limited to the harm or loss directly caused by such omission(s). Client shall accept all other risks and liabilities associated with Client's practice, and shall indemnify Contractor for any losses, including attorneys fees' and costs of defense, incurred by Contractor in the event a suit or claim is made against Contractor. Any professional or business liability insurance maintained by Contractor shall be secondary to liability coverage maintained by Client. Client's liability insurance shall be primary coverage for any liability or losses relating to the services provided under this Agreement.

Section 8.3 This Agreement, together with the attached schedules, supersedes any and all prior agreements or understandings between the parties, whether written, oral or implied, and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no promises, or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, except to the extent set forth herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties.

Section 8.4 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force.

Section 8.5 If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall

be entitled to recover its reasonable attorney's fees in addition to any other relief to which that party may be entitled.

Section 8.6 This Agreement will be governed by the laws of the State of Colorado. Any action related to or otherwise arising from this agreement shall be brought in the Superior Court of the State of Colorado in the County of Jefferson.

Section 8.7 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this contract is executed in the City of Evergreen, County of Jefferson, State of Colorado, on the date and year first above written.

**CONTRACTOR:**

signature: \_\_\_\_\_  
print: \_\_\_\_\_ date \_\_\_\_\_

**CLIENT:**

signature: \_\_\_\_\_  
print: \_\_\_\_\_ date \_\_\_\_\_

Addendum 1

**2018 SCHEDULE OF FEES**

This Addendum is effective January 1, 2018, and will continue in effect until further notice, and will supersede any previous Fee Schedules.

Scheduled Time:	\$60/hr (6 hour minimum) \$70/hr (above scheduled time for non-emergency)
Emergency/Overnight/Holidays:	\$70/hr (6 hour minimum per shift)
Travel:	\$0.72 per mile for travel from Contractor's address to location of each service further than 60 Miles.
Late Payment:	20% plus interest compounded daily at a 10% annual rate until paid
Cancellation Fee:	100% of scheduled fees if canceled with less than 30 days notice.

**CONTRACTOR:**

signature: \_\_\_\_\_  
print: \_\_\_\_\_ date \_\_\_\_\_

**CLIENT:**

signature: \_\_\_\_\_  
print: \_\_\_\_\_ date \_\_\_\_\_

## Addendum 2

### Services Schedule

Date:

Attention:

Hospital Name:

Faxed To:

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Thank you for contracting me for your relief needs. Per our recent conversation I have scheduled the following dates. Please sign and return to the address above.

January

February

March

April

May

June

July

August

September

October

November

December

#### **CONTRACTOR:**

signature: \_\_\_\_\_  
print: \_\_\_\_\_ date \_\_\_\_\_

#### **CLIENT:**

signature: \_\_\_\_\_  
print: \_\_\_\_\_ date \_\_\_\_\_