

LINDA E. SPEIZER, BSc., DVM

Locum Veterinary Services Agreement

This agreement is made on ______between _____(referred to as "Hospital Client") and <u>Linda E. Speizer, DVM Locum Veterinary Services</u> (referred to as "Provider"). Terms of the agreement are in effect until December 31, 20__ unless otherwise decided.

Article I: Employment Relationship

- 1. Provider is a licensed Veterinarian in good standing with the New Brunswick Veterinary Medical Association (NBVMA) and is engaged in the practise of veterinary medical and surgical services as a locum relief veterinarian.
- 2. Provider is considered to be an independent contractor and not a hospital employee. Consequently, Provider is free to practise elsewhere without restriction by any non-compete or similar limitation.
- 3. All knowledge of hospital practices and clientele are to be held in confidence by Provider and are to remain the sole property of the Hospital Client. All patient files, documents and records are the property of the Hospital Client. Forms, price lists, handouts, and other documents will not be recorded, removed or copied without permission from the Hospital Client.
- 4. Provider will follow policies of the Hospital Client and will practise veterinary medicine in a manner considered to be reasonable and ethical under the Veterinarians Act of the NBVMA and the Canadian Veterinary Medical Association.

Article II: Responsibilities of Provider

- 1. Possess a current New Brunswick license to practise veterinary medicine.
- 2. Supply own professional liability insurance.
- 3. Be responsible for own travel and business expenses unless otherwise discussed.
- 4. Be responsible for own withholding taxes.
- 5. Provide Hospital Client with license number, Harmonized Sales Tax (HST) tax information, and any other relevant information for practise.
- 6. Maintain detailed and accurate medical records in a manner of Hospital Client's choosing (electronic, paper, etc.).
- 7. Practise veterinary medicine under the guidelines of the NBVMA Veterinarians Act and be competent in medicine and surgery in small animals.
- 8. Provider will provide surgical and dental procedures after advanced discussions regarding variability of anesthetic protocols.

Article III: Responsibilities of Hospital Client

- 1. Hospital Client will provide a safe, well-equipped working environment and Provider may utilize all hospital staff, drugs and equipment.
- 2. Hospital Client will NOT provide benefits usually reserved for its employees such as employment insurance and medical or disability insurance, etc.
- 3. Hospital Client will be responsible for providing accurate billing advice to the Provider to ensure clients are appropriately charged per hospital policies.
- 4. Hospital Client will make Provider aware of any specific hospital policies or procedures they deem important or relevant to this agreement and employment relationship.
- 5. Hospital Client is not to advertise or promote Provider's presence at hospital.

Article IV: Fee Schedule and Payment

- 1. Rates are \$___ per hour plus HST with a six (6) hour minimum and a nine (9) hour maximum.
 - a. Hours include a 1-hour break for lunch
 - b. Mileage will be charged at \$0. /km.
 - c. Hours in excess of the above need to be discussed in advance and will incur higher Overtime fees.
 - d. Rates are for daytime coverage only. Emergency/overnight rates will be higher.
- 2. Payment is **due at time of service** unless multiple days in a row are worked. For multiple days, an invoice will be provided for services at the end of the term. Failure to provide payment within 14 days of receipt of invoice will result in assessment of a penalty of 10% of the outstanding balance, or \$150, whichever is greater. A penalty on the balance owed will be reassessed every 30 days until payment is made in full. Practice is liable for all expenses and legal fees incurred in the collection of payment for services.
- 3. Cheques can be made payable to: Linda E. Speizer, DVM Veterinary Locum Services. Electronic funds transfer is also acceptable to lesdvm102@gmail.com.

Article V: Cancellation

- 1. This contract may be terminated prematurely only if:
 - a. Both parties, through written notice, mutually agree to terminate agreement due to differences of personality, practise style, COVID -19 or similar precautions or Hospital Client satisfaction.
 - b. The locum relief veterinarian (Provider) becomes disabled and is unable to fulfill the requirements outlined in Article II.
- 2. Hospital Client shall provide **written** notice of cancellation of any scheduled shifts contracted under this agreement.
 - a. If cancellation of a scheduled shift is made less than 30 days in advance, Hospital Client shall pay a fee of 50% of the contracted fees.
 - b. If cancellation of a scheduled appointment is made less than 14 days in advance, Hospital Client shall pay a fee of 75% of the contracted fees.

Hospital Client: Owner/Representative Dr Hospital:	Date	
Provider: Linda E. Speizer, BSc., DVM Linda E. Speizer, Veterinary Locum Services	Date	