

Form 2

AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____, 20__.

BETWEEN:

THE BOARD OF _____ VETERINARY SERVICES DISTRICT, a body corporate under *The Veterinary Services Act*, having its head office at _____ in the Province of Manitoba. (hereinafter called "the Board")

OF THE FIRST PART

- AND -

_____ of the _____, in The Province of Manitoba, a Veterinarian, or a veterinary partnership, the members of which are registered to practise veterinary medicine under *The Veterinary Medical Act*. (hereinafter called "the Veterinarian")

OF THE SECOND PART

WHEREAS the _____ Veterinary Services District has been established to provide, maintain and operate a public animal hospital to assist the Veterinarian in furnishing competent veterinary services at an accredited maximum professional fee schedule;

AND WHEREAS the Board requires competent veterinary services to be provided in the _____ Veterinary Services District; (hereinafter called "the District");

AND WHEREAS the Board is the owner of an animal hospital property (hereinafter called "the hospital") and certain equipment which is listed in Schedule "A" to this Agreement which is located at _____ in the Town of _____;

AND WHEREAS, subject to the terms and conditions hereinafter provided, the Veterinarian is prepared to keep the hospital at all times at the standard prescribed in Schedule B of the *Veterinary Services Regulation* and to furnish competent veterinary services for the District and the Board is prepared to extend hospital privileges and provide such financial assistance as is within their means and according to the *Veterinary Services Regulation* and the plans provided therein.

NOW THEREFORE the parties hereto agree as follows:

1. The Veterinarian shall keep the hospital at all times at the standards prescribed in Schedule B of the Regulation and shall furnish competent veterinary services both "in hospital" and "on farm" as may reasonably be required for the livestock and pets of persons residing within the _____ Veterinary Services District and shall charge and be paid fees for these services according to the Maximum Fee Schedule accredited annually for the plan adopted and attached in each year hereto as part of this Agreement or any renewal thereof.
2. The accredited Maximum Fee Schedule shall include the mark up charged on veterinary drugs expressed as a percentage of selling price.

3. The Board hereby grants hospital privileges and the right to practice under the district name and telephone listing in the _____ Veterinary Services District and hospital for the term of this Agreement or any renewal thereof.
4. The Board agrees to pay the hospital maintenance, operating and caretaking costs in the following order of priority and to the extent which \$ _____ in total grant monies allocated under subsection 3(1) of the *Veterinary Services Regulation* will allow:
 - (a) the payment of property taxes;
 - (b) the payment of property and attendant liability insurance;
 - (c) the payment of heat, light, water and sewer utilities;
 - (d) the costs of repairing and upgrading the hospital and renting or purchasing hospital and communication equipment, or a reserve for any of the above, as needed to keep the hospital at the standard prescribed in Schedule B of the *Veterinary Services Regulation*;
 - (e) the payment of an allowance of not more than \$10,000 for caretaking the property.
5. Where there is a shortfall in the basic matched grants allocated to adequately maintain and operate the hospital at the level prescribed in the *Veterinary Services Regulation*, the Board, by agreement with the Veterinarian, shall impose separate hospitalization fees to supplement the grant structure, or where mutually preferred by the Board and the Veterinarian, the shortfall will be paid by the Veterinarian from the income derived from the professional and dispensing fee schedule attached hereto and forming part of this Agreement.
6. The Veterinarian in return for the hospital privileges and the fees accredited therewith, agrees to provide the associated professional, AHT and lay services outlined herein:
 - (a) diagnosing and treating animal diseases;
 - (b) advising on the treatment and care of animals;
 - (c) performing surgery where required;
 - (d) providing hospital care of animals where indicated;
 - (e) daily housekeeping as necessitated by the services and procedures performed on behalf of clients;
 - (f) providing an accredited fee outlet for veterinary drugs;
 - (g) advising on the proper use of veterinary drugs;
 - (h) providing customary telephone and client receptionist services;
 - (i) keeping adequate drug, financial and medical records to fulfill the requirements of the *Veterinary Services Regulation*.

7. Where the Supplementary Plan is approved and a supplementary grant is made available under clause 3(c) of the *Veterinary Services Regulation* the Board agrees to pay a supplementary grant in the amount of \$_____ per annum to financially assist retention of adequate veterinary services for the district.
8. The Veterinarian may also furnish veterinary services outside the District during the term of this Agreement provided that persons residing within the District are given professional priority with respect to obtaining his services.
9. The Veterinarian agrees not to use the hospital for any purpose other than the care and treatment of animal patients.
10. The Veterinarian agrees to purchase and carry professional liability insurance during the term of this Agreement and any renewal thereof in the amounts accredited annually by the Veterinary Services Commission and hereby indemnifies and saves harmless the Board from and against all claims arising from or related to services furnished by the Veterinarian under this Agreement and any renewal thereof.
11. The Veterinarian agrees to provide the Board with a numerical semi-annual caseload report covering the periods January 1st to June 30th, and July 1st to December 31st, within 30 days of the period concerned.
12. The Veterinarian agrees to provide access at all reasonable hours to members of the Commission or the Board or persons acting under their written authority to the hospital and to all records for inspection on matters which are pertinent to those organizations' respective responsibilities.
13. The Veterinarian further agrees to furnish on request drug invoices and corresponding drug sales records and representative fee billings and allow copies of same to be made and taken to verify to the Commission or the Board or persons acting under their written authority that veterinary services have been performed in accordance with the terms and conditions to this Agreement.
14. Where the Veterinarian serves a case of special importance or extra difficulty or requiring an unusually long attendance and renders an account containing an item for services which exceeds the fee accredited for such service in the Maximum Fee Schedule attached hereto, and the person to whom the fee is charged objects thereto on the grounds that it is excessive or unreasonable, that person may, within one month after the account is rendered, appeal in writing to the Board or alternatively to the Commission and the Board or the Commission may, after consultation with the Veterinarian and consideration of the objection, confirm the charge or reduce the fee to an amount it considers reasonable but not less than the amount provided in the Schedule attached hereto.
15. Both parties agree that the Veterinarian is entitled to one month of vacation leave per year of service under this Agreement and to his taking said leave during the least demanding times of the year and to it being accumulated and carried over for no more than from one year to the next.
16. Both parties agree with the Veterinarian fulfilling his professional responsibility to regularly participate in continuing veterinary education programs and the annual veterinary association and livestock meetings and seminars which are pertinent to his services.

17. Both parties agree that a leave of absence may be granted where the Veterinarian is able to arrange alternative veterinary services which are acceptable and without additional cost to the Board or ratepayers.
18. Both parties agree that right and title to the drug, financial and client/patient medical records kept under this Agreement accrue to the Veterinarian.
19. The right to hospital privileges including any goodwill inherent in the services under this agreement shall not be offered for sale or sold except with prior notice to and the written approval of the Board and the Board's approval of the prospective purchaser.
20. Any dispute between the parties arising from the interpretation or implementation of this Agreement, which cannot be resolved between them, shall be referred for arbitration to the Veterinary Services Commission.
21. This Agreement is effective on, from and after the ____ day of _____, 20 ____ for the remainder of the year in which it is made, but
 - (a) may be terminated at any time by either party thereto by giving to the other party not less than three months notice of the termination thereof; and
 - (b) may be renewed for successive periods of one year each, subject to termination as aforesaid and to annual amendment of the grant structure, the separate hospitalization fees and the maximum fee schedule as appropriate.
22. Notwithstanding paragraph 21, any contravention of a term of this agreement or the *Veterinary Services Regulation* shall be cause for the Board to terminate this agreement and seek a replacement veterinarian forthwith.
23. If the Veterinarian's certificate of registration under *The Veterinary Medical Act* expires and is not renewed, or is suspended or cancelled then this agreement and the privileges extended thereby shall terminate on the date the Veterinarian ceases to be so registered and shall not be renewed unless and until that person's unrestricted registration is restored.

IN WITNESS WHEREOF the Board has hereunto affixed its corporate seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED

THE BOARD OF _____
VETERINARY SERVICES DISTRICT

Witness

per _____

per _____

APPROVED BY

The Veterinary Services Commission
this ____ day of _____, 20 ____.

The Veterinarian

Chairman