



SERVICE AGREEMENT

This RSVP SERVICE AGREEMENT (Agreement) is entered into this day of, 20 _____ by and between Relief Services for Veterinary Practitioners, RSVP Services, Inc. (Db a RSVP), a Texas corporation, and the City of North Richland Hills, a Texas municipal corporation, located at 4301 City Point Drive, North Richland Hills, Texas 76180 (City) .

Definitions:

Animal Adoption and Rescue Center (AARC) — the animal care facility located at 7301 Iron Horse Blvd, North Richland Hills, Texas, that is owned by the City and operated for the purpose of protecting the health, safety and welfare of animals in the community.

Shift — a temporary working arrangement, constituting a full or partial day timeframe, in the **AARC**. Multiple days represents **Shifts**.

Independent Contract Veterinarian(s) — a Licensed Veterinarian under contract with RSVP, in good standing with the State Board of Veterinary Medicine and fully authorized to practice veterinary medicine in the state in which he/she wants to work **Shift(s)** at his/her discretion.

RSVP Employee – Any non-veterinarian, including but not limited to receptionists, managers, veterinary assistants and veterinary technicians, whose contact with the **AARC** was initiated by RSVP.

Recitals:

The **AARC** has a need to engage an **Independent Contract Veterinarian(s)** or **RSVP Employee(s)** for **Shift(s)** and match those Shift(s) with Independent Contractors or **RSVP Employee(s)** desiring to work **Shift(s)**. RSVP desires to provide these services for the **AARC** pursuant to this Agreement.

AARC desires to contract with RSVP to identify and schedule **Independent Contract Veterinarian(s)** or **RSVP Employee(s)** to work on a **Shift(s)** basis as needed, or to hire an **Independent Contract Veterinarian(s)** or **RSVP Employee(s)** as a full-time or part-time employee of the hospital.

Duties and Rights of AARC:

1. Use its best efforts to identify an **Independent Contract Veterinarian** or **RSVP Employee(s)** to fill **Shift(s)** or permanent placement request that satisfy the criteria of the **AARC**. No guarantee is made that RSVP will be successful in filling requested **Shift(s)** or Placement(s). 2. Maintain an active profile on the **AARC** regarding **Independent Contract Veterinarian** preferences of the **AARC**. 3. Collect and remit **Shift(s)** fees to the **Independent Contract Veterinarian**. 5. **Independent Contract Veterinarian(s)** provided by RSVP will provide their own professional liability coverage.

Duties and Rights of AARC:

1. Notify RSVP as far in advance as possible of impending needs for **Shift(s)** to be filled. 2. **AARC** has the right to accept or refuse any **Independent Contract Veterinarians** as they are presented by RSVP to fulfill the **Shift(s)**. Cancellation provisions, as described below, do apply once acceptance has occurred.

Term and Termination:

The term of this Agreement shall be for the period commencing on the date signed and continue for one (1) year with three (3) one-year renewals possible if agreeable to both parties in writing. This agreement may be terminated by either party at any time by giving thirty (30) days' prior written notice to the other party. Upon termination by the **AARC**, the **AARC** has an obligation to honor **Shift(s)** scheduled prior to notice of termination occurring during the 30-day time period of notice, subject to Item I listed under General Provisions below. Termination of this contract does not relieve the **AARC** from the Contract Subversion section below.

Fees for Veterinarian Shift(s):

AARC will pay RSVP a predetermined fee per **Shift(s)** due within five (5) days of the completion of the **Shift(s)**, except where consecutive **Shift(s)** are involved, in which case compensation shall occur within five (5) days of the last working day. Fees for consecutive **Shift(s)** extending beyond seven (7) days will be paid to RSVP at the end of each week. A weekday **Shift(s)** at during daytime operations at the **AARC** is defined as eight (8) hours (excluding a 1–2-hour lunch) and a Saturday **Shift(s)** during daytime at the **AARC** is defined as five (5) hours. **Shift(s)** that exceed the hours defined above may be billed for additional time by RSVP on a rounded-up hourly basis. Fees for Sunday, holiday, custom, and night shifts will be determined on a per case basis. Any dispute on charges or **Shift(s)** must be brought to the attention of RSVP within ten (10) business days of the date of service. If the issue is not brought to the attention of RSVP within ten (10) business days, the service will be expected to be paid in full by the due date on the invoice.

Fees for RSVP Employee Shift(s):

For relief work, **RSVP Employee(s)** are billed by the hour on a rounded-up hourly basis, with a 5-hour minimum. The hourly rate will be communicated to the **AARC** prior to scheduling the booking. Any compensation not paid after the expiration of 30 days from the completion of a **Shift(s)** shall be charged interest at a rate of 1% per month or the maximum rate allowed by law. Payment will be billed by and payable to RSVP.

The fees for services are as follows.

RSVP Veterinarian up to 8-hour weekday shift - \$875.

RSVP Technician - \$31 per/hour.

DEA reimbursement - \$800 annual.

Placement Fee for hiring an RSVP Veterinarian: Intentionally deleted.

Hiring RSVP Employee(s): Intentionally deleted.

General Provisions:

1. Cancellation of a scheduled **Independent Contract Veterinarian** from RSVP must be made at least ten (10) working days prior to the scheduled **Shift(s)**. If cancelled less than ten (10) working days of the scheduled **Shift(s)**, a cancellation charge of 20% of the **Shift(s)** fee will be charged. A cancellation made within 24 hours will result in a charge of 50% of the service rate for the cancelled **Shift(s)**. 2. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. 3. In the event any action or suit is brought by either party by reason of any default or breach of this contract by the other, then the non-defaulting party shall be entitled to recover from the defaulting party all its costs and expenses of suit, including reasonable attorneys' fees and costs. 4. An **Independent Contract Veterinarian** scheduled by RSVP, is not covered by RSVP workers' compensation insurance as they are not employees of RSVP. The Independent Contractor will be required to carry his/her own Workers' Compensation Insurance as determined by specific state law. 5. RSVP will use its best efforts to supply an **Independent Contract Veterinarian** that meets the stated needs of the **AARC**. 6. RSVP provides and maintains at all times during the term of the Agreement, an accident policy covering all **RSVP employees** (temporary technicians and receptionists.) It shall be the responsibility of RSVP to pay the premiums of and handle the administrative duties associated with the accident insurance.

I, the undersigned, do hereby acknowledge that it is the goal and practice of RSVP to provide the AARC with qualified and professional staff. It is expressly understood and agreed that Independent Contract Veterinarian(s) shall operate as an independent contractor, as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Independent Contract Veterinarian(s) shall be liable and responsible for any and all property loss, property damage, and/or bodily injury to persons or animals, including death, to the extent caused by Independent Contractor's negligence, gross negligence, or intentional misconduct. RSVP shall have the exclusive right to control the work of RSVP employee(s) and shall be solely responsible for the negligent acts and omissions or willful misconduct of its employees. RSVP acknowledges that the doctrine of respondent superior shall not apply as between the City, its officers, agents, servants and employees, and RSVP and its RSVP Employee(s). RSVP further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and RSVP. It is further understood that the City shall in no way be considered a Co-employer or a Joint employer of RSVP or its **RSVP Employee(s)** or **Independent Contractor Veterinarian(s)**.

- I acknowledge this Texas veterinary practice is owned by a licensed Texas veterinarian and is in full compliance with the Texas Veterinary Practice Act. I accept responsibility to notify RSVP immediately if this changes.
- I acknowledge this entity is a non-profit/exempt from ownership by a Texas licensed veterinarian and is in full compliance with the Texas Veterinary Practice Act. I accept responsibility to notify RSVP immediately if this changes.

Veterinary Hospital(s) Owner Veterinarian or Agent _____

Date:

Relief Services for Veterinary Practitioners, RSVP _____

Date: