

## AGREEMENT

THIS AGREEMENT, made by and between **FRIENDS OF ANIMALS, INC.**, a New York 501c3 corporation, having its administrative office at 777 Post Road, Darien, Connecticut (hereinafter referred to as "**FOA**"), and \_\_\_\_\_, DVM, having a principal office at \_\_\_\_\_, as **PARTICIPATING VETERINARIAN** (hereinafter referred to as "**PV**");

WHEREAS, **FOA** wishes to further its breeding control work for cats and dogs by establishing a program whereby **FOA** would guarantee payment under certain conditions to **PVs**; and

WHEREAS, **PV** wishes to participate in such a program under the terms and conditions set forth herein;

NOW, THEREFORE, the parties mutually agree as follows:

### 1. OBLIGATIONS OF FRIENDS OF ANIMALS

- 1.1 **FOA** agrees to publicize its humane breeding program for cats and dogs, in such manner and for such time periods, as **FOA** in its sole discretion shall determine.
- 1.2 **FOA** agrees to list the name of **PV** in the appropriate listing of participating local veterinarians to be provided to pet owners utilizing **FOA's** breeding control program.
- 1.3 **FOA** shall pay **PV**, the fee(s) set forth in #7 below, for services rendered in accordance with the terms and conditions of this AGREEMENT.
- 1.4 **FOA** shall be required to make such payment only upon request of a duly endorsed **FOA CERTIFICATE**. Duly endorsed means the certificate bears either a **FOA** code stamp and/or the **PV's** signature demonstrating the services at issue have been performed.
- 1.5 **FOA** shall provide **FOA CERTIFICATES** to members of the public participating in the program.
- 1.6 **FOA** shall make the referenced payment(s) to the **PV** within three (3) weeks of receipt by **FOA** of the duly endorsed **FOA CERTIFICATES**.
- 1.7 **FOA** agrees to submit to **PV** for comment any written statements regarding **PV's** services under this AGREEMENT that may be received by **FOA** from pet owners.

### 2. OBLIGATIONS OF PARTICIPATING VETERINARIAN

- 2.1 **PV** represents that he/she is a licensed veterinarian within the State wherein the services here at issue will be performed, and that **PV** shall continue to be so licensed at all times services are performed hereunder, and that such services shall be performed only by **PV**, or a duly licensed veterinarian employed by **PV**.
- 2.2 **PV** represents that **PV**, and any duly licensed employee veterinarian to perform services under this AGREEMENT, now have in effect and shall maintain professional liability (malpractice) insurance coverage. **PV** shall indemnify and hold harmless **FOA**, its directors, officers, employees and agents from and against any loss or liability arising as a result of the conduct, act or omission of **PV** or any employees, subcontractors, or agents of **PV**.
- 2.3 **PV** agrees to perform the services set forth in paragraphs 2.4 through 2.8 of this agreement for pet owners presenting **FOA CERTIFICATES**, and to accept said **CERTIFICATES** from pet owners as **FOA's** guarantee for payment of compensation for such services.

- 2.4 **PV agrees to accept the fees listed on the SCHEDULE OF SERVICES AND FEES (see #7 below) to be paid by FOA to PV upon presentation to FOA by PV of duly endorsed FOA CERTIFICATES, as full and complete compensation for the services listed thereon, and further agrees that the fees include all services related to spaying or castration of the animal, *including but not limited to:* (a) surgical pre-examination; (b) anesthesia [To eliminate pain, Ketamine must be accompanied by Valium or other analgesic for cat neuters. A gas anesthetic such as Isoflurane, should be used for spay operations on cats and for the spaying and neutering of dogs]; (c) the surgical procedure; (d) waste disposal; (e) post-operative care, including post-operative pain relief; (f) hospitalization as required; and (g) stitch removal if necessary.**
- 2.5 **PV shall submit to FOA duly endorsed (bearing a FOA code stamp and/or PV's signature demonstrating the referenced service was performed) FOA CERTIFICATES for any services for which PV seeks compensation under this agreement.**
- 2.6 **PV shall not bill, charge, solicit or accept payment directly from any member of the public presenting a FOA CERTIFICATE, for any service ENCOMPASSED BY THIS PROGRAM.**
- 2.7 **PV may reject animals presented by members of the public for services encompassed by this program only if, in PV's professional opinion, the requested service(s) cannot be safely performed due to the existing health condition of the animal.**
- 2.8 **Should PV determine, at the time of presentation of an animal under this program, that the animal requires non-routine surgery services other than those encompassed by this program, PV agrees to advise the pet owner of such additional required services or procedures, to inform the pet owner that same are not covered by this program, and to make such separate fee arrangements with the pet owner as may be necessary for such additional services or procedures. Non-routine surgery refers to pregnancy, prediagnosed infections, undescended testicles, animals in estrus cycle, animals 6 years or older, and dogs 50 lbs. or more. (See 7b below)**

### **3. RELATIONSHIP OF THE PARTIES**

- 3.1 **PV shall at all times perform, and require any licensed employee veterinarians to perform, all services rendered as part of this program in a competent and professional manner. FOA shall neither have nor exercise any control over the professional judgment exercised by PV in the performance of professional services rendered under this AGREEMENT.**
- 3.2 **No PV is or is to be in any manner construed to be an employee, partner or associate of FOA.**
- 3.3 **FOA, through the FOA CERTIFICATE program, stands only as a third party guarantor for payment of services rendered by PV, and the "veterinary physician-patient" relationship shall exist directly between PV and any pet owner participating in this program.**

### **4. NON-EXCLUSIVE PARTICIPATION**

- 4.1 **PV recognizes that no exclusive rights or interest are conveyed by this AGREEMENT, and that pet-owners utilizing in this program may choose any veterinarian who is a participant in same.**

### **5. TERM AND TERMINATION**

- 5.1 **This AGREEMENT shall remain in full force and effect, unless otherwise terminated pursuant to the provisions hereunder.**
- 5.2 **FOA shall have the right to terminate this AGREEMENT immediately if the PV's license to practice veterinary medicine within any state is revoked or suspended.**
- 5.3 **Notwithstanding anything to the contrary contained herein, either party may, without cause, terminate this AGREEMENT at any time upon thirty (30) days prior **written** notice to the other party.**

**6. OTHER PROVISIONS**

- 6.1 Neither party shall have the right to assign this AGREEMENT.
- 6.2 Any notices required to be sent under this agreement shall be sent to the respective party at the address first above given for same, unless either such party shall designate in writing another address for receipt of notices.
- 6.3 This AGREEMENT shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Connecticut.
- 6.4 If any term or provision of this AGREEMENT should be deemed to be invalid or unenforceable, the remainder of this AGREEMENT shall remain valid and enforceable to the fullest extent permitted by law.
- 6.5 This AGREEMENT constitutes the entire understanding and agreement between the parties and may not be modified except by writing signed by the parties.

**7. SCHEDULE OF SERVICES AND FEES PAID FOR FOA's SPAY/NEUTER CERTIFICATES – as of 11/01/2017**

A. **Blue and purple certificates** will be reimbursed as follows:

Ovariohysterectomy (spay)	cat	\$ 75	Castration (neuter)	cat	\$ 51
Ovariohysterectomy (spay)	dog	\$ 150	Castration (neuter)	dog	\$ 64

B. **Purple certificates** will be reimbursed as follows: For dogs 50 lbs. and over, the increased charge to the pet owner may not exceed \$2/lb. for 50-75 pounds, and no more than \$4/lb. for dogs 76 pounds and over.

C. If the **PV** requires blood work to perform a discounted, routine spay/neuter surgery, the **SMALL PANEL** blood work fee must be discounted rate of \$36 to \$65 for all pet owners using FOA certificates.

Signed: **For Friends of Animals, Inc.**

**For the Veterinarian or Hospital:**

*Priscilla Feral*

Priscilla Feral, President

Veterinarian's Signature

Date

**Make check payable to: (Check one)**

Hospital: \_\_\_\_\_  
Complete Legal Name, including: Inc., PA, PC, etc. (please print)

Veterinarian: \_\_\_\_\_  
Name (please print)

Address: **Please give street address of professional premises, not P.O. Box** \_\_\_\_\_ ( ) \_\_\_\_\_  
Phone

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ email address \_\_\_\_\_

**A COMPLETED W-9 FORM (REQUEST FOR TAX PAYER IDENTIFICATION NUMBER & CERTIFICATION) MUST ACCOMPANY THIS CONTRACT.**

Please retain one copy of contact; return signed original & W-9 to:  
**Friends of Animals, Inc., 777 Post Road, Darien, CT 06820**

If you have any questions, please call Paula Santo at (203) 656-1522 or email at:  
spayprogram@friendsofanimals.org