

Suggested Practices When Mobile Veterinarians Perform Services at Your Clinic

Mobile veterinarians are a common and increasing part of the veterinary services industry. We were asked to provide a review of some legal and compliance issues that may arise when a mobile veterinarian provides services at your hospital or clinic, including some tips for handling these issues. Mobile veterinarian visits may range from a solo traveling veterinarian that uses your clinic for a patient visit or surgery to a mobile veterinary practice that brings a complete mobile office to your parking lot.

The issues and tips below apply generally in all of the scenarios we describe. Veterinarians are always advised to engage with competent legal and insurance professionals to get advice on their specific circumstances.

Credentials

Possibly the most important assurance to obtain is that the mobile veterinarian is properly credentialed to provide the offered veterinary services. For your own records, you should obtain a photocopy of the mobile veterinarian's state veterinary license, proof of current registration, and federal DEA certificate the first time the veterinarian provides services at your site. NYSED registrations and DEA certificates are periodically renewed, so it is a good idea to get an updated copy of these from time to time, at least every two years for the NYSED registration and every three years for DEA certificates.

Insurance

Veterinarians hosting a mobile veterinarian should also request evidence of insurance showing that the veterinarian has professional liability (malpractice) insurance and commercial general liability insurance. The ideal limits of the professional liability insurance will depend on the types of services involved. Small animal/companion animal services will require lower limits of coverage than food animals and equine services, where the commercial value of the attended animals suggests having a higher limit in place. A good rule of thumb is to require the same limits you have on your own insurances if the type of animal and service involved is the same.

The commercial general liability insurance should minimally be at \$1,000,000 per occurrence/ \$3,000,000 annual aggregate, which is a very common level of commercial coverage. If at all in doubt, consult your agent or broker for a recommendation.

On the topic of insurance, also check with your carrier or agent/broker to make sure that allowing a mobile veterinarian to provide service at your clinic does not compromise your own coverage. You may need to add a rider or obtain a waiver to ensure that there are no questions as to your coverage.

Financial Arrangements

If you operate a for-profit clinic, you have some flexibility in your financial arrangement with the mobile veterinarian. Payment of referral fees (i.e. fee-splitting) should always be strictly avoided. However, payment of a facility fee is appropriate if your facility has provided some component of the services, for example by scheduling, conducting patient check-in, prepping and cleaning the visitation room, providing supplies, processing payments, etc.

Not-for-profit clinics should always charge a facility fee to a for-profit veterinarian unless:

(1) the veterinarian is providing services at no cost (i.e. charitably); or (2) there is clearly no administrative load at all on the clinic related to the services. Otherwise, the not-for-profit runs the risk of allowing its resources to be inappropriately used for profit, which could run afoul of state and federal laws governing not-for-profit activities.

In all cases, a facility fee should be reasonable in comparison to your actual costs and efforts in supporting the mobile services

Patient Records

In general, veterinarians are responsible for creating and maintaining adequate patient records as required by their professional standards. The mobile veterinarian providing services to the patient bears the primary responsibility for creating and maintaining the patient record. Depending on the circumstances, it may be a good idea for the hosting clinic to retain a copy of the patient record or create records of its own.

For example, if the clinic is conducting any billing for the mobile veterinarian's services, the clinic should keep a copy of all patient records.

If the clinic is supporting the visit, such as by conducting patient check-in, the clinic should create some documentation that shows what it did. These need not be elaborate or as fully involved as a clinical patient record but should illustrate what the clinic did – or did not do – in connection with the visit. Finally, if the clinic is providing any clinical veterinary services to the patient, an independent patient record should be created and maintained.

If you are charging a facility fee, you should maintain a record of the patient visit that documents the visit and the services your facility provided to corroborate receipt of the facility fee, but need not contain the entire clinical record of the visit.

Do I Need a Contract?

A written agreement is always helpful to clarify the understandings and responsibilities between the parties. If the mobile veterinarian is going to provide services regularly or somewhat regularly at your site, or if there is a financial arrangement involved, a written agreement is strongly recommended. The agreement does not need to be lengthy or complicated, but it should touch on at least these main points.

What about emergencies?

There may be some situations where a mobile veterinarian provides services at your clinic under emergency circumstances, for example during a natural disaster, or to meet the emergency needs of a patient.

In an emergency, the primary concern is for the patient. The veterinarian should use good faith and reasonable judgment to facilitate the provision of care without getting unnecessarily concerned with paperwork.

To the extent possible, however, documentation as described above should be obtained or created as soon after the emergency as the circumstances allow. Clinical and administrative documentation should always accurately indicate the time when it is created and should not be made to appear as if it were a contemporaneous record, unless it actually was.

Conclusion

These suggestions do not cover all possible circumstances and are provided for informational purposes only. Specific questions should be directed to legal and insurance professionals who are knowledgeable of the veterinary industry and the issues arising in day-to-day veterinary practice.

