Veterinary Defence Association Australia

Protecting Veterinarians in Australia since 2006

MEMBER'S HANDBOOK

GENERAL

INDEX, GENERAL

1. The Veterinary Defence Company Limited (VDC) is an international company that founded and administers the Veterinary Defence Associations (VDAs) in Australia, South Africa, Canada, Asia and the USA. The VDC is owned by its shareholders, who are VDA members.

2. The VDC owns the property that accommodates the headquarters of the VDAs in each country of operation and is set to become the registered insurer for the VDAs in the future.

3. The VDAs provide defence services to their members in each country of operation.

4. VDA Australia is an Australian limited liability company that operates as a non-profit mutual association of Australian veterinarians.

5. The VDC arranges insurance cover for the members of the VDAs. Neither the VDC nor the VDAs are insurance brokers, underwriters or insurers and do not hold Financial Services Licenses in Australia.

6. The VDC has arranged an insurance scheme for members of VDA Australia with a syndicate of Lloyd's of London through Arthur J. Gallagher & Co (Aus) Ltd. and ASR Underwriting Agencies (Pty.) Ltd., who both hold Australian Financial Services Licences and are both accredited by Lloyd's. The product provides professional indemnity and general liability (including public liability) cover for the association and its members.

7. The VDA acts as a referrer to ACE-IRM in terms of a written agreement between the parties. This agreement authorises the VDA to refer members to the broker; to provide factual information on the insurance cover; to provide generic insurance advice; to provide members with quotes on insurance cover; to perform risk management and claims handling and to provide editorial content and media advertising on the insurance products.

VDA TERMS AND CONDITIONS OF MEMBERSHIP (v. 4)

As a VDA member, I hereby agree to the following:

1. That I will contact my VDA Consultant for advice and guidance whenever I am faced with a situation or dispute in my practice that may lead to a claim.

2. That I will use the approved VDA Consent to Treatment Form in accordance with VDA Bulletin 3. I accept that I will be obliged to produce a duly signed VDA approved Consent to Treatment Form for every claim, failing which the insurers are entitled to refute the claim.

3. That I will use the VDA certificates or a certificate that I have submitted to the VDA and has been approved by the VDA, in accordance with VDA Bulletins 4, 5 and 6.

4. That I will follow the protocols and will abide by the requirements contained in the VDA Bulletins.

5. That I will familiarize myself with the obligations and exclusions contained in the policy.

6. That I will keep myself up-to-date by reading the emails sent out by the VDA which contain amendments or additions. I will refer to the VDA website www.vda-australia.org and especially to the section called MY VDA on a regular basis to ensure that I remain familiar with its contents.

7. That, if I am the principal of a multi-person practice, I will conduct a refresher course on the contents of the MY VDA File at least once every six months for professional staff and will review the contents with any new veterinarian or nurse that joins my practice.

8. That I understand that the VDA material that will be supplied to me during the period of my membership is strictly copyrighted and I agree not to copy or disseminate this material in any manner for any purpose outside of my practice to non-VDA members. I agree to delete this material and destroy all paper copies of it upon termination of my membership.

9. I will notify the VDA immediately of any claim or complaint arising against me or my practice and I will not communicate with the claimant, plaintiff or complainant or his or her legal representatives or anyone related to the claimant or plaintiff without the VDA's knowledge and consent.

10. I will do nothing that can be construed as colluding with the claimant/plaintiff and will do nothing to damage or circumvent the settlement or defence of the matter.

11. I undertake to supply all information and documents requested by the VDA, and/or relevant to the matter and to provide my full cooperation always.

1. It is mandatory to use the VDA Informed Consent to Treatment Form in terms of our Insurers' PI insurance cover (see exclusion in Clause 6.4 of the VDA policy document). VDA Bulletin 3 deals with the application of this consent form in practice.

2. It is mandatory to use the VDA Consent to Vasectomy/Cauda Epididectomy Form in terms of our Insurers' PI insurance cover (See exclusion in Clause 6.5 of the policy document). VDA Bulletin 10 deals with the application of this consent form in practice.

3. The Insurance policy does not provide cover for claims arising from the handling and storage of semen or embryos (Clause 6.6). The VDA advises members who offer this service to ensure that the client completes the VDA indemnity form enclosed in this Handbook.

4. The other consent forms are advisory and should be used when a particular situation demands that the member seek additional protection.

5. It is mandatory to use the VDA certificates in terms of our Insurers' PI insurance cover (see exclusion in Clause 6.44 of the policy document. Clause 6.9 deals with the requirement for a blood sample for DNA in every case and Clause 6.10 deals with the requirement for drug screening in the case of soundness certification). The protocol for issuing certificates is dealt with in VDA Bulletins 4, 5 and 6.

6. All consent forms and certificates are available on request from the VDA in MS Word format. These may be copied onto the practice letterhead for use by the member.

7. All consent forms, certificates and other material generated by the VDA are copyrighted and are available for use only by VDA members in good standing. VDA members in good standing are entitled to copy and reproduce these for their own use. It is an offence for a member no longer in good standing to continue to use these documents under any circumstances and all copies, both hard-copy and computer version, must be immediately destroyed.

8. It is an offence for a VDA member to supply any VDA documentation to another party without the written consent of the VDA.

BULLETINS

and

PROTOCOLS

INDEX, BULLETINS and PROTOCOLS

1. To phone or email a VDA Consultant the moment you face a dispute with a client, colleague or staff member or are faced with a situation that may escalate into a complaint to a Veterinary Board, a claim in a civil court or tribunal, a referral to an administrative or labor tribunal or a criminal charge against you. Your Consultant is your friend-in-need and his or her sole function is to look after your interests. We encourage you to speak to him or her whenever you are faced with a difficult situation and all calls will be handled confidentially. Your Consultant will not only provide you with all the friendly help and guidance that you need, but your Consultant will assist you in complying with your obligations in terms of the policy with regard to timeous notification of claims and avoiding inadvertent assumption of risks or inadvertently making any admissions.

2. To fully abide by the decision to defend or settle a claim and to provide full cooperation in terms of providing information, records assistance and making yourself and members of your staff available to testify in your defence in the courts and other forums.

3. To read the Insurance Policy and to be familiar with its terms, especially those relating to the exclusions.

4. To use VDA-approved Consent to Treatment Forms only and to use VDA-approved health certificates only. If in doubt, phone or email your VDA offices.

1. It is individual vets who become VDA members, not practices. It is the individual who applies for membership and who receives the membership certificate. The reason for this is that it is imperative that the VDA has a proper relationship with each of its members in order to ensure that the resources of the VDA are provided to *bona fide* members only and that each vet covered by insurance organised by the VDA is exposed to the VDA's Proactive Claims Prevention and Management Program.

2. In the event that the practice pays the membership fee for its employee members, the onus remains with the practice to inform the VDA timeously whenever a member leaves the practice. Any fees paid for vets who have left the practice are non-refundable and if necessary, should be reclaimed from the vet.

3. PI insurance cover is provided on a Claims Made basis. This mean that the cover needs to be in place at the time the claim is received (not at the time the event that leads to the claim occurs). It is therefore important for assistants and locums to have their own personal cover, as offered by our Insurers, so that they have cover for claims that are received after they have left a practice. Another benefit of personal PI cover for assistants and locums is that the vet is named in the policy schedule, which means that the vet has a real right of claim against the insurer.

4. Practice Principals can take an extension to their personal cover called "Practice Cover", to ensure that their practice is indemnified against claims that arise from the activities of assistants and locums and other staff who work or have worked in their practice.

Members must ensure that their clients complete a VDA-approved Informed Consent to Treatment Form, containing the clauses prescribed by the VDA, prior to commencing treatment. The use of the consent form is the single most important measure that members can take to reduce disputes and stress with their clients and to reduce the number of claims made by VDA members against the Professional Indemnity Insurance Policy. A reduced number of claims will mean less stress for you and lower insurance premiums for all VDA members. For this reason, the use of consent forms is a condition of insurance cover (Clause 6.4. of the policy). The VDA can only deliver on its undertaking to obtain cheaper and cheaper cover (as the membership grows) if the members comply with their undertaking to use consent forms (and other measures contained in the VDA's proactive Claims Prevention and Management Program) to prevent unnecessary claims.

Refusal by the client to sign a consent form entitles members to refuse treatment.

The rule of thumb is as follows:

- **Small animals**

  A consent form must be completed for any invasive or manipulative procedures performed on the consultation room table and also for any animal admitted into hospital, even if only for observation.

- **Large animals**
  A consent form must be completed for all procedures excepting s/c and i/m injections and vaccinations.

Clause 1

This clause provides consent to carry out the treatment specified. Without this, the member would be open to a denial that there was ever an agreement to the procedure, with dire consequences for the member. The additional consent to "any further or alternative measures" provides the member with latitude to take care of unforeseen events that occur, within the scope of the consent given.

Clause 2:

The law has begun to recognise that a client has a reasonable expectation for their animals to be provided with continuous 24-hour monitoring by trained staff (irrespective of the financial implications for the vet) when their animals are hospitalised. This clause must be included in your consent form if you are unable to provide this service. The clause allows you to contract out of the obligation to inform each client that you are unable to provide this service and places the onus on the client to make arrangements with you for alternate 24-hour monitoring at another facility.

Clause 3:
This clause switches any obligation that you may be deemed to have to keep the client up to date with the progress of their ani-mal's treatment from you to them. It is often difficult for you to get hold of your clients, but it is usually easy for your clients to get hold of you or your staff to obtain updates.

Clause 4:
This clause waives the right of the client to sue you for damages. The clause empowers VDA members to avoid the 95 % of claims against the insurance policy that are fraudulent, frivolous, vexatious or are otherwise without merit, without the insurance company being obliged to waste large sums of money on legal fees in order to defend these cases. In cases where it is clear that the member was negligent, it places the insurers in a position of strength to negotiate settlements that avoid exaggerated or absurd claims and that are instead limited to the damages lawfully due to the client. The clause also allows the insurers to settle cases *ex gratia* without further liability, which prevents the client from going on to lodge a vindictive complaint of unprofessional conduct with the Veterinary Board against you (double jeopardy for members). It has become commonplace for clients to use (abuse) the disciplinary processes of the Veterinary Boards as a no-cost, no-risk method of testing the merits of their civil claims.

Clause 5:
This clause gives an undertaking by the client to enter into ADR with the VDA in the event of a dispute before making a complaint to a Veterinary Board or entering into civil litigation. ADR is a well-tested instrument developed by the VDA to assist clients in understanding the complicated processes behind veterinary medicine and often gives them the perspective they need to see why cases were handled in a particular manner, thus often avoiding the client's need for further action. Assessments are carefully considered and delivered by the VDA's Consultants and very often supply all the information that a client needs to appease his or her grievances, unlike veterinary boards or civil courts where they can-not obtain medical answers to their questions. It has become necessary to include the ADR clause in the consent form as, even though every aggrieved owner can benefit from the process, there are a number of owners who are confused or have frivolous, groundless or even fabricated complaints or who are undecided or apprehensive about the process.

The VDA has no objection to members adding further clauses to the consent form (e.g. with regard to conditions for payment), provided these do not interfere with the validity of the five standard VDA clauses.

It is important that you impress upon your reception staff that they check that the client has not modified or deleted any of the clauses, thereby nullifying the protection that the form provides you.

The completed consent form should be inserted into the hospital file at the time of admission of an animal into hospital so that each vet in the practice is able to verify that their proposed treatment falls within the scope and estimated costs of the consent given. If it does not, then this will alert them to the need to revise the scope and costs with the client and to obtain fresh consent to proceed.

The VDA urges you to be on your guard whenever you place anything in writing, especially when you add your signature to this. The veterinary profession may be deservedly criticized for being far too free and easy with issuing certificates and in doing so without appreciating how serious the consequences may be. If you are ever in doubt about signing any document, please contact the VDA to discuss this with us before doing so.

1. In all cases of certification, a blood sample must be taken for DNA (see VDA Bulletin 5) and in the case of certification for soundness, the protocol in VDA Bulletin 6 (v.3) must be followed.

2. In terms of the conditions of your insurance cover, only VDA approved certificates may be used (see Clause 6.4 of the Policy). Using a non-approved certificate may lead to the repudiation of a claim.

3. VDA certificates are copyright and only VDA members in good standing may use them.

4. VDA members are entitled to reproduce VDA certificates on their own stationery. Please discuss any concerns that you may have with the VDA.

5. In the case of small animal vaccination documents, it is important for you to understand that, unless you are able to *positively* identify the dog or cat forensically (i.e. in legal proceedings in a court of law), you should not be putting your signature to it. (Without positive identification, you could be certifying that you vaccinated any other animal that broadly fits the same description!). There is currently only one practical way in which an animal can be *positively* identified and that is by DNA.

    5.1 **Certificates printed by your practice**: Add "*This document is not a certificate and has no legal force or value".* Alternatively, on the same page as the animal is described, print a square onto which blood can be placed as well as space for the signature of the client, certifying that the blood sample is from their animal. Then follow the procedure for DNA collection set out in VDA Bulletin 6 (v3).

    5.2 **Pre-printed vaccination books**: Draw a line through the word "certificate" anywhere that this appears in the book and write "*This document is not a certificate and has no legal force or value*" in indelible ink. Alternatively, ensure that, on the same page as the animal is described, the book contains a square onto which blood can be placed and signed by the client and that you have a copy of the page with another blood sample and an original client signature. Then follow the procedure for DNA collection set out in VDA Bulletin 6 (v3). In jurisdictions in which pre-printed vaccination books are sponsored, the VDA will negotiate with chosen suppliers to add these requirements to their books and will make such announcements in e-mailed VDA Newsletters, such as Barks 'n Bytes.

6. The VDA is aware that there are a number of statutory certificates that members are requested to complete. None of these, to date, have any provision for the positive identification of the animal (DNA) and until the authorities catch up with this, you must complete a general VDA approved health certificate appropriate for that animal in addition to the statutory certificate, following the protocol for collecting DNA in VDA Bulletin 6 (v3). Then place a copy of the statutory certificate with the VDA approved certificate before sealing the envelope to be sent to the VDA and get the client/lawful agent/farm manager/stable manager to sign and write the date over the seal of the envelope.

7. No VDA approved certificates contain any warranty as the suitability of an animal for any future circumstance or purpose. The certificate warrants what the member found at the time (moment) of the examination, nothing more. The reason for this is that an animal is an extremely complicated biological system living in a hazardous environment and there is no conceivable way that any veterinarian can make any prediction on the future state or utility of an animal. To do so is simply asking for trouble.

8. The only service that you could possibly provide to a client is to perform a diligent examination of the animal, to report on the pathology found and to make recommendations about any further investigation of these. This is, in itself, a hazardous activity fraught with difficulties and is a source of much litigation, particularly when seemingly innocuous lesions turn out not to be so, so we urge you to be aggressive with your recommendations for further investigation, given that there is really no such thing as a lesion that does not have the potential of becoming an issue in the future. Once the member has provided the results and recommendations for further investigation to the client, the member's function has ended, and it is then over to the client to evaluate the information themselves and to make their own decisions based on this. Members must avoid doing this on behalf of the client or making any comments that could be misconstrued as being such, at all costs.

9. Please discuss any questions or concerns that you may have with the VDA.

1. This protocol applies to all certificates dealing with soundness, including movement and breeding. If in doubt, please contact your VDA Consultant.

2. You may only do pre-purchase examinations and certifications for BUYERS and please ensure that you have a bone fide client-veterinarian relationship with an open line of communication with the buyer. If not, you should refuse to do the certification – the stress and aggravation that such claims will cause you are simply never worth the fee you get paid to do them.

3. You must never do examinations and certifications for SELLERS. And never do certifications for sellers for animals going to auction – our experience tells us that fraud is rife with these sales, and to add insult to injury, our members land up being sued by persons with whom they have never spoken and with whom they have no professional relationship where they don't have any knowledge or control over the terms of the purchase.

4. In all cases, try to convince the buyer to pay for you to do blood tests for anti-inflammatories – if they are honest it will most certainly be in their interests to do so. Anti-inflammatories, cortisones, syringes and needles are cheap and easily obtained by lay persons.

5. If you cannot convince the buyer to pay for the blood tests, then be VERY wary. We recommend that you proceed with such a certification only if you are thoroughly familiar with the animal, you know and trust the seller and you have been the attending veterinarian for the animal on a regular basis and for an extended period.

6. If you know that another veterinarian has also attended to the animal in recent times, please phone the other veterinarian and find out if there is any reason for you not to proceed with the certification. If you have trouble obtaining the information, please contact us for advice and guidance before proceeding.

7. And in all cases, make certain that the client has signed the VDA Consent Form with the waiver of liability clause. This is a condition of your insurance cover.

POSITIVE IDENTIFICATION OF ANIMALS

IDENTITY CHARTS, EAR TAGS, TATTOOS, BRANDS ETC

Members will be aware that these are notoriously unreliable and wide open to fraud. Identity charts are usually vague and can fit the identity of numerous other animals. Ear tags can be removed and switched or may fall out and be replaced into the incorrect animal. Tattoos and brands are not worth 'the skin' that they are written on. The VDA has dealt with a number of cases where animals with similar features have been fraudulently switched with others for convenience, in order to obtain insurance payouts to make false civil claims of negligence against a veterinarian at a veterinary board.

MICROCHIPPING

This is obviously a more reliable form of identification but is still not foolproof. Microchips may be tracked down with directional scanners or by palpation and removed. The VDA is aware of re-programmable chips available throughout the world and other scams in which microchips are glued to the skin or placed in a collar. The VDA regards micro-chipping to be of screening value only and have no value in the positive identification of an animal in a complaint, claim or a court of law.

DNA TYPING

This is the only tamper-proof method of positively identifying an animal and is the only method accepted by the VDA. The DNA of blood taken at the time of examination is matched to a sample taken later from the animal that is the subject of the claim. Collection is cheap and simple: it only requires a needle or scalpel prick to produce a drop of blood and is collected directly onto the form or certificate. The DNA in dried blood stored at room temperature is extremely stable.

The VDA provides special storage facilities for certificates for its members as a free service to members. This provides a secure off-site facility for members in case of fire, theft or loss in the practice. The protocol also provides a DNA record of an animal, which may be of great benefit to a client faced with identifying their animal or the remains of their animal for whatever reason.

In the event of a complaint or claim in which the positive identification becomes an issue, the VDA will manage the collection of the sample from the animal that is the subject of the claim, in terms of legal process and the rules of court. The VDA will determine the laboratory procedures required to ensure that the chain of evidence is not broken and that the evidence of the laboratory professional who performed the analysis will stand up to scrutiny in court.

Members must collect DNA when issuing *any* certificate in order to comply with the terms of the insurance policy.

1. All VDA approved certificates have a square printed onto the form with a space for the client/lawful agent/farm manager/stable manager or trainer to sign to certify that the blood sample was taken from the animal that is the subject of the examination.

2. When doing the examination, you simply lance the ear or tail tip and dab the blood onto the square on the certificate. This procedure must be done in duplicate. Venous blood may also be used, should you be collecting blood samples for laboratory tests or other purposes. This must be done in the presence of the person signing the form.

3. You then complete and seal one copy of the completed certificate in an envelope, seal the envelope and then get the client/lawful agent/farm manager/stable manager or trainer to sign across the seal and to place the date underneath the signature.

4. The envelope is then addressed to:
   VDA (blood specimens), (Local Office of the VDA in your country of membership) and is mailed to us.

5. Please write your practice's name and return address on the back of the envelope and thethe animal's name and the name and status of the person that signed the certificate elsewhere on the back of the envelope.
   E.g. (Dog) Bonzo – J. Smith, owner;
   (Bull eartag) 09 – P. Williams, owner;
   (Horse) Smuggler's Den – Alan Jones, Trainer
   Please also write "DNA Sample" on the back of the envelope to prevent our office staff from inadvertently opening the envelope.

6. If you cannot immediately complete the certification procedure as you are waiting for the results of further tests, then please ensure that you have identified that further tests are required under *I recommend that the following special diagnostic tests be conducted on the certificate:* e.g. "x-ray of the near fetlock and possible further tests" and then under *The following additional tests have been carried out:* "TBA", or words to that effect. Then proceed to seal it as set out in the paragraph above. The results of these tests will be written on the second copy and the certificate presented to the client.

7. If you have completed a statutory certificate without means of positive identification (see Bulletin 4 (v3), Paragraph 7), then include a copy of this certificate in the envelope.

8. The VDA will keep the envelope in safe storage for a minimum period of three years. In the event of a claim arising from the certification in which there is a possibility of fraud or mistake, the VDA will arrange to have a second sample taken from the animal that is the subject of the claim for DNA matching to the blood sample taken when the animal was certified. This will all be done at the VDA's expense.

9. Once the VDA receives your sample by post, you will receive a confirmation by e-mail or by fax from us. Please keep a copy of this in the patient file with the certificate (DNA is very stable, so the certificate can be stored at room temperature). If you do not hear from us within a week, please ask your receptionist to contact us. Should the first copy have been lost in the post, we will provide you with further instructions about the preservation of your filed copy.

10. The second copy of the certificate (with the second drop of blood and an original signature from the client/lawful agent/farm manager/stable manager or trainer) remains your property and must be kept as part of your records for at least three years. You add the results of further tests performed on the animal to this copy and you then either provide the client with a copy of this to serve as their certificate, or you use it as a template in order to produce a certificate for the client. (It is irrelevant that this copy does not contain a blood sample or that the first copy does not contain the results of further tests).

11. Please do not use glossy paper on which to print your certificates, as the dry blood may not adhere to the paper. The usual matt 80 gram paper is suitable as the blood gets absorbed into the surface of the paper. If in doubt, please test your paper first.

1. Keep up with advancements in the field of veterinary medicine and surgery - what was good practice five years ago may be completely outmoded today.

2. Ask if any animal that is first presented to you has been under the care of another veterinarian. If so, proceed in accordance with your Veterinary Board's rules and recommendations.

3. Do not hold yourself out as having special skills or knowledge in a particular field unless you are willing to be held to a higher standard of skill and competency therein than other veterinarians.

4. Advise your client of the normal risks involved before proceeding (there is no obligation to advise of all conceivable risks, especially those that are remote or inconsequential).

5. Giving an encouraging prognosis is acceptable when justified, but you must be wary of making any statement that could be construed as being a guarantee of a particular outcome.

6. Secure the owner's written consent for all treatments and procedures in terms of VDA Bulletin 3 before proceeding.

7. Maintain complete and accurate records of animals in your care or custody in accordance with VDA Bulletin 13. You should record:

    a. All relevant parameters of the clinical examination. There are 16 parameters:

    b. Temperature, Appetite, Habitus (susceptibility & constitution), Drinking, Hydration, Respiratory Rate, Heart Rate, Pulse rate, Pulse quality, Vomition, Diarrhoea, Capillary Refill Time, Mucus Membranes, Urine, Faeces

    c. Results of any examinations, special tests and lab tests;

    d. Your diagnosis or presumptive diagnosis;

    e. The prognosis provided to your client;

    f. The treatment options offered to the client;

    g. Any treatment refused by the client;

    h. Name, dose, route of administration and details of the course of medication dispensed;

    i. The instructions provided to the client for the further management of the case.

8. Refer cases for which you do not have the necessary time, experience or equipment. If referral is not an option, advise the client of the facts and risks involved in proceeding with the case.

9. Whenever possible, avoid having the owner present when procedures that may be misconstrued as insensitive or cruel are required.

10. Likewise, when doing procedures or surgery avoid having "know-it-all" clients present who may be willing to criticize your professionalism, especially when the outcome is unexpected.

11. Breeders (who were present at a caesarian) and "horsey" owners (who were present when their horses were treated) are renowned for believing that they know more about veterinary medicine than you do and may be quick to lodge a complaint against your conduct with your Veterinary Board.

12. In small animal practice, when dealing with difficult and/or aggressive pets in the consulting room, it often helps to take the animal away from the owner and to continue the examination or procedure in hospital. Often, pets who misbehave in the presence of the owner are meek, compliant and a pleasure to treat away from them.

13. Always make sure that hospitalised animals are properly identified. The VDA receives regular claims involving surgery or treatment provided to the wrong animal. In some cases, irreversible surgery has been performed on not just one, but two animals. It is very embarrassing for you when you are obliged to explain what went wrong to both owners concerned and often leads to very expensive claims that could have been avoided with a little care and a reliable protocol for identifying caged animals.

14. Make certain that all medical supplies are correctly labelled before they are dispensed.

15. Obtain the owner's written consent to treatment before commencing treatment.

16. Obtain the owner's written consent before euthanasia is carried out on an animal, using the VDA Consent to Euthanasia form (enclosed) or a VDA approved form for the purpose.

17. If you intend to use medication 'off-label', obtain the owner's written consent (see Consent Form for 'off-label' use) before doing so, particularly if the treatment presents a risk to the animal.

18. If an unexpected outcome of treatment of an animal or the death of an animal may form the subject of a dispute, complaint or claim, contact the VDA for assistance. When an animal dies, always seek consent for a post mortem from the client and then follow the VDA's directive with regard to how this is to be carried out.

19. If your first treatment is unsuccessful, discuss the further steps that may be required with the client, but never discuss alternative treatments in the context of the possibility that they may have been more successful than your first attempt.

20. Before applying pressure on a client to settle an unpaid bill, always review the case and examine your records to ensure that you will be able to pass muster if the client lodges a complaint against you with your veterinary board or counterclaims against you in court (see paragraph 7 above). We see very few, if any, clinical records that could withstand scrutiny by a critical disciplinary tribunal or competent counsel acting for the plaintiff. And your protocols for treatment are almost always susceptible to criticism and may not look very bright under scrutiny by peers and specialists, especially when the treatment failed, and they have the benefit of hindsight. Although debt collection is not covered by your membership, your VDA consultant will be happy to evaluate one such case for you in order to illustrate the risks that debt collecting involves. In our experience, most complaints to veterinary boards are a consequence of pressure applied by vets to their clients to pay their accounts.

21. Never admit that you made a mistake and never admit liability to anyone under any circumstances. When matters go awry, contact the VDA immediately for assistance. The VDA Consultants are experienced practitioners specially trained to assist you. If there is any need to make amends for your actions, the VDA and its insurers will do that on your behalf, cognisant of the need to protect you and the desire to satisfy your client. When your client is angry, and communications are terse, there is probably nothing you can say or do which will make your situation better, so you are better off leaving it up to the VDA to deal with it for you.

22. By all means indicate concern for the client and the patient but avoid making any apology or excuse which might be construed as an admission of liability.

23. And, finally, when in doubt, contact the VDA!

Members must please note that the arranged VDA PI insurance cover excludes liability for claims "arising from the handling or storage of semen or embryos or artificial breeding" (Clause 6.6.).

Members should therefore consider refusing to collect, transport or store semen or embryos in order to avoid liability. The most appropriate cover for this would be a policy providing business practice cover. These policies may cover your practice for claims of loss caused by handling errors, breakdown of equipment, misplacement of semen or embryos or equipment, omitting to refill storage flasks with liquid nitrogen, etc. If your practice does store semen or embryos, we strongly recommend that you ensure that you have adequate cover in terms of a suitable business policy, that you are familiar with all the terms and exclusions of the policy and that your risk is fully and properly covered by the policy. If you cannot find a business policy that covers this risk, then you need to review whether the income from handling and storing semen or embryos is worth the risk of having to pay a claim out of your own pocket.

If the member nevertheless wishes to offer these services, then the VDA recommends that such members attempt to reduce their liability by obtaining a waiver of liability from the owner as contained in the VDA "Semen Handling and Storage Waiver of Liability form".

This is an emotional event for both the member and the owner, and it often takes a concerted effort by the member to keep the owner calm and the situation under control. Few veterinarians, if any, get through practice without experiencing the nightmare of an animal escaping at some time or other. Every cat hospitalized is a potential escapee, especially feral cats in for sterilization.

When animals are not found immediately, the necessary process of informing neighbors and placing adverts in the media is likely to be embarrassing for the veterinarian. The only consolation we can offer is that most people show understanding and that people generally have short memories.

The following procedure should be adapted to the specific circumstances that prevail:

1. Ensure that all other animals are safely confined, and all entrances and exits are closed.

2. Search the premises. Get all your staff involved in the search and make sure that staff that was not on duty at the time are fully aware of the situation and are up to date on progress. There is nothing worse or potentially more inflammatory than the client phoning for an update on the search and speaking to a receptionist who is vague on progress or to a weekend receptionist who knows nothing about the case.

3. Inform the owner.

    3.1. Show that you are concerned that the animal has escaped.

    3.2. Explain the steps that you have taken and the steps that you intend to take.

    3.3. Offer to place appropriate advertisements in local publications.

    3.4. Update the owner at regular intervals and, if the owner is willing, get the owner involved in the search. An active owner is often less of a liability than an owner sitting helplessly fretting at home.

    3.5. Ask for a photograph of the animal, if one is available.

4. Keep a written record of all communications with the owner as well as details of the steps that you took to find the animal. You may need this to show that you behaved reasonably under the circumstances, in the event that the client sues you or lodges a complaint against you with the Veterinary Board.

5. Designate just one person in the practice to issue information from the practice, if possible, to ensure that information emanating from the practice remains consistent.

6. Also inform the VDA, the welfare organizations, other veterinary practices, local boarding kennels and grooming parlours, the local shops as well as the local police and anyone else who may be of value.

7. Place a large poster in your waiting room and use word of mouth to spread the word.

8. Your local newspaper may be willing to report the escape prominently.

9. Publicity is usually short-lived, so consider informing the local press that you are offering a reward, in the hope that they will publish another article in order to prolong the publicity.

10. Keep a record of every message received and note the time, date, address and details of any sightings.

11. If the owner threatens legal action or if the reporters ask about your procedures and how the animal could possibly have escaped when it was under the care of a professional, it is best to try to divert their attention by telling them that your immediate concern is for the recovery of the animal.

12. Contact the VDA for assistance.

1. PLEASE NOTE: The insurance policy excludes liability for failed vasectomies.

2. In order to try to protect yourself against a claim arising from a vasectomy, you must either refuse to perform vasectomies at all, or you should ensure that you have the VDA Informed Consent to Treatment and the VDA Consent to Vasectomy forms signed by the owner, agent or farm manager before you perform the operation.

3. A copy of a Specialist Veterinary Pathologist's report should be attached, certifying that both vas deferens removed from the subject animal described have been positively identified and are at least 3 cm each in length, or, in the case of an epididectomy, both cauda epididymis removed are positively identified and are complete.

4. A veterinary certificate should also be attached, certifying that on 3 occasions at minimum 30 day intervals, two attempts at procuring a proper ejaculate were made, 5 - 10 minutes apart, and smears obtained of the product were free of sperm. As the vas deferens can re-canalise at any time after the operation, the consent requires the owner of the animal to arrange for a fertility test each time before putting the male animal with female animals.

5. The usual DNA sample which can be used to positively identify the animal must also be taken.

6. The VDA recommends that during the surgical procedure, at least 1 cm of the proximal and distal ends of the vas deferens should be doubled back, ligated and separated by fascia.

7. It may take up to eight weeks for semen samples to become totally free of living spermatozoa from the time of vasectomy. Ejaculations will shorten this period.

The ovariohysterectomy is arguably the most complicated operation performed routinely by general practitioners and for some reason is generally downplayed by the profession, when it actually involves rather serious abdominal surgery. The most common claims relating to ovariohysterectomy are due to post-operative hemorrhage. The VDA considers this to be a natural risk of the procedure and requires the plaintiff to prove that the operation was not carried out to the required minimum standards. The risks relating to the procedure can be minimised if the following points are observed:

1. Surgery during proestrus, oestrus, metoestrus and pregnancy and surgery in older bitches and bitches that have had large numbers of litters usually increases the risk. Surgery around estrus also increases the risk of a mating post-surgically, with rupture of tissues due to penile penetration, peritonitis and death as a consequence. If the owner insists on having the bitch spayed at these times, you need to carefully explain the risks to the owner and make a note in your records that you did so.

2. Haemostasis is normally required at three specific sites, being the two ovarian and the vaginal vessels; the broad ligament should be tied off separately. It is well known that the short ovarian ligaments make access difficult, so the precise and secure placement of ligatures is not easy. The tense, tough suspensory ligament at the cranial edge of the ovarian ligament is a major obstacle. It is comparatively avascular and can be carefully severed by blunt or sharp dissection or can be torn in a controlled fashion, which greatly improves access. The ovarian tissues are better visualised by extending the abdominal incision up to, through and even beyond the umbilicus.

3. Despite branching off directly from the aorta, the ovarian vessels are relatively small. The main blood supply to the cranial uterine and ovarian areas is derived in a retrograde direction from the uterine arteries. Although haemorrhage from the uterine arteries will cease when they have been ligated at the vagina, it is preferable to include the cranial end of the uterine artery in the ovarian ligature, or better still, to ligate it separately.

4. The uterine arteries run along the lateral aspects of the cranial vagina, cervix and uterine body. It is preferable to ligate each vessel separately but, if a single ligature is used, it should transfix the vagina to prevent it from slipping. A further useful precaution is to hold the severed vaginal stump with fixation forceps applied to fascia adjacent to the tip with the severed blood vessel and observe it for some seconds for evidence of bleeding.

5. True haemophilia is a sex-linked condition affecting male animals, with female carriers. It is rare in animals. Spaying, or any surgical procedure, is hazardous in dogs with von Willebrand's disease, a condition known to occur in the Doberman Pinscher as well as in other breeds.

6. Routine laboratory measurements, including clotting times, are of no value in the diagnosis of von Willebrand's since it is a condition affecting platelet adhesion, not the ability to form a fibrin clot.

7. A useful screening test is buccal mucosal bleeding time. This technique has been described by *Jergans et al* in the American Journal of Veterinary Research Vol. 48, 1337-42.

8. Any animal with a previous history of a bleeding problem or having a relative with a bleeding problem should be investigated prior to undertaking any elective surgical procedure. The investigation should include, at least, a platelet count, prothrombin time, activated partial thrombin time and von Willebrand factor measurement.

1. Dispensed medication should be labelled as follows:

    a) Date of supply / dispensing

    b) Drug name, concentration, and amount

    c) Batch number or expiry date

    d) Dose and route of administration

    e) Patient's and owner's name

    f) Your clinic's full contact details

    g) A warning that it is veterinary medicine and is to be kept away from children.

2. Consider the following guidelines:

    a) If there is a registered alternative, you must use it.

    b) If the drug is contraindicated for that use, do not use it.

    c) You cannot use unregistered products unless you have medicine control authority approval. You must have a signed consent form from the owner of an animal for drugs that require medicine control authority approval.

    d) If the drug is toxic or dangerous or has remarkable or dramatic effects, you must get written consent from the owner of the animal.

    e) If you use a drug that is neither registered for use in that species nor for that indication, it is advisable to get written consent from the client.

    f) Ascertain what the financial implications of using an off-label drug will be. Most insurance companies will not provide cover for this purpose. This may compel the owner of the animal to look to you for compensation.

    g) There must be a bona fide relationship with the owner, and the animal must be a *bona fide* patient under your direct control.

    h) You must make reasonable arrangements in the event of adverse reactions.

3. Make sure that you have written consent in the form of the VDA 'off-label consent form', especially when the medication presents a risk to the animal.

4. Certain drugs, especially euthanasia solutions, anaesthetics, and game capture drugs must not be dispensed (tranquilisers should be dispensed only following a clinical examination).

    a) These drugs must be used only by you, the member. They must be under your personal control at all times and you must handle, draw up and administer the drug. In the case of chemical darting, the vet must aim and pull the trigger.

b) You must draw up and inject euthanasia solution personally – you cannot draw up the syringe and hand it to your nurse or kennel assistant to inject. It is prohibited to sell or give a bottle of euthanasia solution to an animal welfare organization for use at their discretion.

c) Drugs such as barbiturates for epilepsy may be dispensed in tablet form but only for a period of thirty days.

d) A drug register detailing the date and use of certain scheduled drugs must be kept and balanced monthly and these drugs should be kept in a locked cabinet. Refer to local regulations for details.

e) There is no good reason for scripts to be used in veterinary practice. You cannot bypass any requirement by writing a script for a client and then filling the script yourself. You may only write a script for bona fide patients, but then a pharmacist must fill the script. You cannot fill the script for another veterinarian except if that vet works in the same practice as you, but in this instance your clinical record serves as the basis for a veterinary associate to dispense a drug. You are not entitled to act as a pharmacist by filling scripts.

5. You are not allowed to sell any scheduled medicine over the counter as though you are a pharmacist. Any drug that you dispense, and sell must be for an animal or - in the case of large production animals - a group of animals that are under your direct supervision. You or any veterinarian that works in your practice, i.e. a partner, principal, assistant or locum, must have consulted with the owner or the owner's agent and examined that animal or group of animals every time you prescribe and dispense a drug.

6. In the case of food animals and racing animals, the recommended withdrawal periods should be followed.

This Bulletin deals with record-keeping for small animals only and has been compiled from Veterinary Board hearings in which members were found guilty of transgressions relating to the items that were contained in their records.

The VDA has yet to defend a large animal practitioner member for a transgression in which the matter record-ed in his or her records was relevant, so we are not able to draw any conclusions about what the mini-mum standards for large animal record-keeping will be in the future. Our advice is to follow the contents in this Bulletin in relation to the treatment of individual animals but to use you discretion in the case of the collective diagnosis and/or treatment of groups of animals. We will keep members informed of any new developments in this field.

Good record-keeping is of the utmost importance. Veterinarians are required to record as much detail as possible at the time that it occurs. This administration is part of your professional time and you may charge for it. Each animal must have a separate record (computer file or paper) which must identify the ani-mal completely. A record implies a permanent copy which is either hand-written in ink, or digitally stored on a computer and backed-up.

In a Veterinary Board disciplinary hearing, you may be (unfairly) judged in the light of the eventual outcome of the case and not on what your clinical impression was at the time of the examination. This means that clinical parameters and facts that you did not think were relevant at the time of the treatment become relevant at the time that your conduct is judged. Since you will not know in advance what these parameters and facts will be, the only safe way forward for you is for you to record all the known parameters and facts. If you do not, the Veterinary Board's prosecutor may argue that if these parameters and facts are not in your records, then you did not perform them; therefore your examination, diagnosis and treatment was inadequate and a conviction for unprofessional conduct may follow.

To illustrate the point: An elderly obese Labrador is presented with a limp and is treated accordingly. A few days later the dog is presented with severe anemia and subsequently dies in hospital. A bleeding liver tumour is diagnosed. The clinical records for the lameness does not include parameters relevant to anaemia like heart-rate, pulse-rate, pulse quality, respiratory rate, mucous membrane colour and capillary re-fill time or a thorough abdominal palpation. This is reasonable for a dog with a limp, but not for a dog with a bleeding liver tumor. The tribunal will examine the vet's conduct with the benefit of ex post facto knowledge (from the post mortem report) that the liver tumor was already bleeding when it was first presented.

Result: A conviction on charges of inadequate diagnosis, treatment and management of the case.

How could the vet have prevented the conviction? The answer is: only by looking at and recording every possible parameter. As a vet will never know what may happen to the patient subsequent to the examination, the only way to protect him- or herself is to examine and record all the parameters following a complete clinical examination on every patient.

1. You should record the following 16 parameters at the time of your clinical examination, including pre- and post-anaesthetic examinations:

16 PARAMETERS OF CLINICAL EXAMINATIONS			
1.1	Temperature	1.9	Pulse Rate (including pulse deficit)
1.2	Habitus (state of mind)	1.10	Pulse Quality
1.3	Appetite	1.11	Capillary Refill Time
1.4	Drinking	1.12	Mucous Membrane Colour
1.5	Hydration	1.13	Respiratory Rate
1.6	Vomition	1.14	Urine (Nature)
1.7	Diarrhoea	1.15	Faeces (Nature)
1.8	Heart Rate	1.16	Salivation

2. In addition, at each clinical examination, you should examine and record your findings on each organ system or body region as follows:
   a. Abdominal palpation
   b. Thoracic auscultation
   c. Eye & ear, nose, mouth & teeth
   d. Skin & general condition
   e. Lymph nodes
   f. Musculo-skeletal system

3. A clinical examination and a record of your findings as outlined in paragraph 1 & 2 should be performed:
   a. At the initial consultation
   b. Before and after any surgical procedure
   c. At the beginning and end of each day for hospitalized patients (or more frequently, if the case demands this)

4. At any stage, you should record:
   a. All tests performed and the results thereof,
   b. Keep evidence that the test was performed in the case of radiographs, etc.
   c. Your diagnosis
   d. Your treatment which should include the name of any medication, the amount, the strength, dose, frequency and route of administration.

5. With regard to conversations with the owner or responsible person, you should record:
   a. What information you gave the owner
   b. What tests and treatment you offered the owner
   c. The expected costs of the options offered
   d. Whether or not the owner refused anything offered.

Make sure that you have a duly signed consent to treatment form for all procedures and surgery (See VDA Bulletin 3).

6 A minimum data base should consist of your clinical examination and the results of any tests that provide you with enough evidence to make a diagnosis and initiate treatment. If you do not have sufficient evidence to make a diagnosis, please do not make one and do not venture one to the client. Your duty is to offer the tests that you need to confirm the diagnosis. If the client declines to pay for these tests, then you should decline to make a diagnosis. The best you can do is to treat the symptoms, and it would be most prudent to inform the client that, without the results of further tests, this is the best you can do under the circumstances.

7. You may occasionally need to add new information or re-assess your diagnosis and treatment. The best way to do this if it is soon after the initial recording is to add the information below on the same record with a new date for the entry. If it is well after the event and especially if it is subsequent to the receipt of a “please explain” letter from the Veterinary Board, then it is best to do this as a separate record. If the information is added to the original record, this needs to be made ap-parent, otherwise you may be ac-cused of fraudulently supplementing your records. Remember that in disciplinary hearings fraud and dis-honesty carries a higher penalty than inadequate examination, diagnosis and treatment, so please don’t be tempted. If you have any doubts, please dis-cuss these with your VDA Consultant.

The days of looking in a dog's smelly mouth, admitting it, giving it a General Anaesthetic and pulling out the loose teeth are over. Vets who practice at this level will have occasional mortalities that land them in hot water with their clients and with the Veterinary Board. These cases are indefensible; as such treatment is well below the expected standard of care and treatment. Vets doing this may get away with it nine out of ten times but may trip up badly when the procedure goes wrong.

Members need to seriously consider that a patient with severe gingivitis and osteomyelitis (loose teeth) may have an array of disease processes going on internally in the body that may not be visible from a clinical examination but make the anaesthetic extremely risky. In some cases, the hidden pathology is so extensive that the anaesthetic simply acts as euthanasia solution.

1. A dental procedure requires general anaesthesia or tranquilisation with immobilization for scaling and polishing; and general anaesthetic for other dental work like tooth extraction. Holding a fully conscious animal down in order to do any dental work is not acceptable practice.

2. In all cases, make sure that the client has completed the VDA Informed Consent to Treatment Form.

Young patients

a) If the patient has tartar only but is otherwise fit and healthy, then proceed with thorough clinical examination, GA and scaling.
b) If the patient has tartar and gingivitis, then proceed with thorough clinical examination, GA and scaling, but it is essential to medicate with antibiotics before and after the procedure, as the scaling process causes a bacteraemia and toxaemia.
c) If the patient has tartar, gingivitis and loose teeth (osteomyelitis), then regard the patient as being in poor health and a substantial anaesthetic risk. Stop, do a thorough clinical and full blood profile as your minimum database. If there are any other symptoms, like coughing, then perform a thorough work-up. If the test results are normal, you should nevertheless warn the client of the risks. Then place the animal on a drip and proceed with GA and dental treatment and treat with antibiotics before and after the procedure.

Middle-aged to elderly patients

d) Irrespective of the patient's condition or whether it has gingivitis and/or osteomyelitis (loose teeth): perform a thorough clinical examination and a full blood profile as minimum database. If there are any symptoms, do a thorough work-up on these. If the test results are normal, you should nevertheless warn the client of the risks. Then place the animal on a drip and proceed with GA and dental treatment, with antibiotics before and after the treatment.

e) If this older dog has osteomyelitis (loose teeth), give a guarded prognosis, warning the client that the anesthetic and treatment carries a substantial risk.

3. As with any general anesthetic, offer the client a clinical work-up which should include urinalysis and a minor medical blood profile which should include a full blood count, Na, K, Ca, urea & creatinine, protein and bilirubin. If the client declines, note the tests offered and refused on your clinical record. Record that you have warned the client of the dangers and that they have elected to proceed at their own risk.

4. Pathological fractures of the mandible: where the plaque has grown extensively and exposed the tooth root, in all breeds, but especially toy breeds with small mandibles, you must warn the owner that a pathological fracture is possible and would require orthopaedic surgery to repair, with the possibility of non-union.

5. If any dental procedure results in any haemorrhage, antibiotics and painkillers are essential post-operatively. If it is foreseeable that haemorrhage may occur, you should pre-medicate with antibiotic. It is advisable to test for a fistula after removing a tooth.

6. All dental instruments should be sterilized in the same way that you sterilize general surgical instruments.

Bulletin 15 PROTOCOL FOR ALTERNATIVE MEDICINE (v. 4)

Alternative Medicine has become an accepted part of mainstream Western veterinary and human practice. Alternative medicine includes, inter alia, acupuncture, homeopathy, and chiropractic manipulation.

1. Most Veterinary Boards and courts will judge the professional conduct of veterinarians practicing alternative medicine as being that of both a veterinarian and an expert in that field of alter-native medicine.

2. The VDA Informed Consent to Treatment Form is required for all alternative therapies. One form may be completed at the commencement of treatment, provided it indicates that the treatment will be completed over a period of time or after a set number of visits.

3. Most Veterinary Boards expect a full clinical work-up prior to commencement of the therapy. We recommend that you incorporate all 16 clinical parameters and follow the contents of Bulletin 13.

4. The VDA recommends that you create an information sheet for clients that will provide the client with all the relevant information and inherent risks in the therapy. It is prudent to note in your clinical records that this has been handed to the client. The VDA can assist you with the formulation of your information sheet

Bulletin 16 PROTOCOL FOR AGGRESSIVE ANIMALS (v. 4)

Aggressive animals are a daily professional hazard which members have all experienced. We have all developed various forms of handling and restraint that work for us. We all have a fairly good idea when an animal is scared and using aggressive behaviour to warn us, or when an animal is downright mean. The best advice we can give is to tranquilize the scared ones and to send the mean ones away. We have no business fighting with animals: it simply places you and your staff at risk of injury and makes you appear to be unprofessional. The behaviour of animals is the responsibility of the owner, not of the vet. Ultimately, the only acceptable means of restraint is chemical restraint.

1. An 'aggressive dog policy' is something that each practice should institute.

    a) Begin by examining the animal with the owner present as the general rule.

    b) If you are unable to properly examine the animal, and you can manage to carry it or walk it on a lead, take it away from the client and into a quiet back room of the hospital. Many dogs are protective towards their owners, and separating dog from owner sometimes makes the dog more submissive. Make another attempt to examine after carefully assessing the animal's attitude.

    c) If the animal now allows you to examine it, continue with your clinical examination.

    d) If the animal is still aggressive or untrustworthy, return it to the owner, explain the physical risks to yourself and your staff, and explain that the only way forward is to sedate the animal, but that the client needs to hold their pet properly in order for you to administer any drugs and that they bear the risk of doing so.

    e) If the client or the animal does not co-operate with this, do not proceed any further with your consultation. Suggest behaviour therapy and/or invite them to look for another vet.

    f) Make copious notes on your clinical record about what transpired, what you offered, what you attempted, and why it failed.

2. **The professional risk**. A vet who does not do a proper clinical examination, even though the animal is refractory, leaves themselves open to professional investigation, a hearing and conviction by the Veterinary Board.

3. **The insurance risk**. There are certain animals you should refuse to have as patients in your practice. Very aggressive dogs may land up badly injuring someone – a vet, an employee, or another client or patient in the waiting room. These possibilities have potentially devastating financial consequences for you. If you agree to continue to see these vicious animals, it means that legally you are consenting to harm in full acceptance of the consequences. This may make your conduct undefendable and it multiplies your liability.

4. A signed VDA consent form by the owner of the aggressive dog does not make that client liable for any damages their dog may inflict on others. In addition, a signed consent form from the client will not waive your health and safety liability to staff members or other clients if an aggressive dog bites them. You, the veterinarian, are the trained professional and the owner or representative of the hospital to whom owners come for assistance. You will be viewed by the legal authority as having the training, the experience, the authority and the responsibility to deal with all animal related matters, including dealing effectively with aggressive behaviour.

5. Animals exhibit a spectrum of emotions in the consult room from calmness and playfulness to anxiety and trying to hide to fear and aggression. You never know what is going to trigger an animal's 'fight or flight' reflex. Consulting rooms are usually strange and frightening places for animals. Owners are often fearful of 'places that smell like medicine' and transmit this anxiety to their animals. In addition, the animal is being examined in a very imposing way that most animals are not used to. This may lead to situations in the consult room which tend to escalate when each party, the vet and the animal, is trying to establish dominance. There is not a particular point where one can predict that an animal is going to turn on the handler. You need to be coolly unemotional so that you can objectively assess the situation as it progresses and stop before damage is done.

6. Do not hit the animal in front of the owner. Do not attempt to train the animal in 1 minute in front of the owner, no matter how good a trainer you may think you are – the owner did not come to you for training, only for veterinary medical intervention. Smacking, scolding or taking control of an animal may not be viewed favourably by some clients and they have been known to take vengeance on the vet by lodging a complaint with the Veterinary Board.

7. Remember that cats can be dangerous too. Cats have five weapons, 4 sets of claws and a set of teeth, and they are generally not afraid to use them. If there is any suggestion from the owner that their cat may be a stray or difficult to manage, have the owner handle the cat if they can. If the owner states that they cannot handle their cat, take appropriate action. Close all windows and doors and make sure the people on the other side are aware of your predicament and do not open your door. There are a number of methods to restrain a cat such as skin-fold grips, using thick gloves, wrapping in towels or reducing the space in their container until the cat is squashed tight before administering a sedative. Whatever method you use, do not apply your restraint for long enough to cause asphyxiation. Remember, physical restraint should only be applied long enough to administer chemical restraint, which is the only really acceptable method.

8. If there are no alternatives, and the aggressive animal is in dire need of medical help, you may have to resort to dealing with it as a wild animal. In this case, try applying a sedative orally placed in bread or sprayed into the open mouth, or using a dart gun or similar apparatus.

Bulletin 17 POLICY ON SUPPLYING CLINICAL RECORDS (v. 4)

(Please read all the way through to the end of this bulletin in order to identify specific instructions under particular circumstances).

It is becoming increasingly common in veterinary practice for clients and third parties to request copies of clinical notes. It is tempting to do the most expedient thing by simply handing over a copy of your raw records, especially on busy days.

In its many years of operations, the VDA has seen many cases in which Veterinary Boards have tried to use clinical records to unfairly trap accused veterinarians; many cases in which opposition lawyers have tried to use them to discredit veterinarians in order to win cases for their clients; and many cases in which veterinarians have tried to discredit their colleagues when clients switch practices.

Ownership rights, Information and Confidentiality

The basic position is that clinical notes are owned by and are the personal, private property of the authoring veterinarian and co-owned by the practice under whose auspices s/he created the notes, and are therefore confidential and privileged.

The client does not have any automatic rights of access or ownership of notes or radiographs. The client pays for the veterinarian to provide him/her with the information based on the notes and tests, not for the ownership rights of the *media on which the information is stored*, (paper or electronic).

Clients also have the right to confidentiality which means that the information and the notes containing that information may not be provided to a third party without the client's written permission.

It appears that legislation in certain countries has taken away human medical practitioners' rights, and human doctors are compelled to provide copies of their patient's records on demand. In the future, this legal instruction may come to apply to veterinarians, as legal certainty is obtained and determined by the highest courts in each of the VDA's countries of operation.

Function of Notes - Aide Memoir

The VDA is of the opinion that clinical notes are merely a personal *aide memoir* for the sole purpose of helping him or her remember what occurred in the treatment of an animal. Consider too that clinical notes can never be complete because not all tests can ever be conducted to know with certainty everything about the patient. Clinical notes are written using abbreviations that are incomprehensible to others and often in handwriting that is difficult to decipher.

The veterinarian does not compose these records with the intention that they might later be used by a Veterinary Board to judge his professional conduct and fitness to practice; to be used in court proceedings as evidence or proof of medical malpractice or criminal negligence; to be used by a colleague as basis for making disparaging remarks to a mutual client; or for any other purpose.

Veterinarians simply do not have the medico-legal expertise to be able to write comprehensive and competent, legally water-tight clinical notes. Any honest requestor will have to admit that there is little value in obtaining clinical notes – other than to use against the veterinarian for ulterior purposes.

Powers of Veterinary Boards

Despite the above, some veterinary statutory bodies have unilaterally grasped the power to demand clinical notes. Investigators, prosecutors, tribunal members and specialist expert witnesses pore over the notes at their leisure, (unlawfully) using the benefit of hindsight (*de post facto* knowledge) of the subsequent outcomes of the case. The notes are analysed, criticized, torn apart and used as proof that the veterinarian is incompetent and failed to meet minimum standards.

No veterinarian can, *or should* ever be expected to simultaneously record facts relevant to the treatment of the patient before him or her; and simultaneously ensure that these records are complete for all future unknown purposes; and that they will stand up to forensic scrutiny. They could not do so, simply because medical and surgical outcomes are unpredictable and veterinary medicine is not an exact science.

Train Receptionists and Clinic Staff

Clinic staff should always refer a request for clinical notes to the authoring veterinarian or principal, as they are, after all, his or her personal intellectual property. Reception staff should never hand out records and other private documents to anyone who asks.

Once the records leave the veterinarian's possession and control, anyone may be able to obtain a copy to be used for an ulterior purpose. Please contact the VDA if you have such a request so that we can assist determining the member's rights and obligations.

Members should proceed as follows when they receive requests for information:

1. A colleague giving a second opinion or taking over the client:

   Colleagues are entitled to obtain relevant information for a patient for whom they have been requested to provide a second opinion or to take over as a patient. You are obliged to provide *relevant* information only; you are not obliged to provide all the history of prior and unrelated consultations and treatments. The VDA recommends that you communicate this information verbally only, and do so while referring to your clinical notes. Be prepared to answer questions and to volunteer further information or suggestions that might be of value to your colleague. Most importantly, make concise notes of this conversation! Radiographs can be photographed with a digital camera or scanned on a common computer scanner and e-mailed, but originals must never be relinquished, as they form part of your records and your defence. Laboratory reports, paper graphs and images and other reports can be faxed or scanned and e-mailed.

2. Veterinary Boards:

   Veterinary statutory bodies and the related veterinary legislation vary widely.

   In the event that you receive a letter demanding your records, with or without a complaint attached, first please contact the VDA for specific advice and guidance relating to your particular regulatory body.

3. The client for own purposes or referral purposes

   Clients often request (or demand) copies of "their" records.

   Firstly, it should be explained to them that *the client pays for the information, clinical assessment and treatment*, but the physical records remain the property of the hospital and the veterinarian who created them.

   Secondly, it should be explained to them that they are not legally entitled to copies of clinical notes, but are entitled to *a report* on the treatment of the animal, for which a professional hourly fee is payable.

   Thirdly, they are entitled to copies of radiographs, lab reports, etc., for which copying charges are payable.

   The raw clinical notes should not be provided to the client (or anyone else) under any circumstances. If the client is insistent, there may be an ulterior motive, therefore contact the VDA for further advice and guidance.

   "Own purposes" might include anything from a genuine (albeit misdirected) desire to "have what is theirs" to ulterior purposes; including "sneaking off" to another veterinarian who is often only too willing to make derogatory comments about a competitor; to veterinary regulatory bodies to make a complaint; and/or malpractice lawsuits. It often pays to ask your client why they want a copy of the records, so that you get the opportunity to explain the procedure and costs involved, and ferret out any dissatisfaction with your service and deal with their grievances (with the assistance of the VDA's Alternate Dispute Resolution service), before they resort to board complaints and/or lawsuits.

   In the event that your client is seeking a legitimate second opinion, or wishes to change veterinarians, explain to them that the correct procedure is for the next veterinarian to contact you, in which case you will provide the necessary information to them. Then follow the procedure outlined for providing colleagues with information.

4. Pet medical aid:

   If a pet insurance company requests copies of your notes and charts, please contact the VDA for further advice and guidance.

   You must have the animal owner's permission to provide a third party with their information. It is acceptable for the pet insurance company to provide you with wording stating that the owner has no objection to confidential information being provided to the insurer and which the owner has signed. We recommend that you decline to provide copies of your raw clinical notes but offer to verify that treatment listed by the pet insurance company was given. The pet insurance company can provide you with a statement of treatment given with a section at the bottom in which you sign to confirm that the treatment listed above was provided. This format would not only make it much safer for you, but would considerably reduce the time you spend on this – given that insurers seem to expect you to give your time to them without any compensation.

Pet insurance companies often expect you to state what your diagnosis was. Since it is very rare that a definitive diagnosis can be made in which all other differential diagnoses have been eliminated (due to costs and lack of access to sophisticated diagnostic equipment), we recommend that you never commit to a diagnosis. The diagnosis in any event is irrelevant to the insurance company: the client agreed to tests and treatment which you provided. The costs of these are liable for reimbursement by the pet insurance company, in terms of the medical aid agreement with the pet owner.

The pet medical aid does not need your diagnosis to do this. To be clear: all diagnoses are merely presumptive diagnoses unless they are made by eliminating *every other possibility!* Therefore, no veterinarian should be prepared to incur liability for what might prove to be an incorrect diagnosis.

The general solution - Reports

So, if records are confidential and privileged, how does another party obtain information?

The answer is simple: You can issue a report. *(It is a condition of cover that members present all reports to the VDA for approval, before issuing them).*

A report is tailored for the specific purpose required by the requestor and the wording is carefully formulated for this purpose. The veterinarian establishes this purpose before agreeing to issue the report. This makes it safer for the veterinarian and more valuable to the requestor.

The report furthermore contains a full description of aspects relevant to the issues at hand, like medical protocols and surgical procedures, which are not generally recorded in clinical records (for example, a veterinarian does not record in their clinical records the step-by-step process of performing a spay; yet this may be fully described in a report submitted to a Veterinary Board in response to a complaint in which an animal died, subsequent to being spayed).

A report is addressed to a particular person (the requestor) and marked "private and confidential" so that it may not be used by any other party and may not be used for any other purpose. In a report, the information is set out fully in normal prose and is medically and legally complete.

We can illustrate this with the following example: A veterinarian treating a bite wound will record the issues relevant to the ongoing treatment of the wound. They will not necessarily record the issues relevant to the welfare organisation which is in the process of prosecuting the neighbour for having a vicious dog that attacked the patient under treatment. Since the clinical notes were never designed to stand up to an attack by the counsel acting for the defendant (the owner of the vicious dog) in court, the counsel for the defendant may find all sorts of means within the notes to discredit the veterinarian under cross-examination, remembering that it is the primary function of an opposition counsel to discredit witnesses, in the pursuit of obtaining an acquittal for their client.

In Conclusion:

The most important advice that the VDA can give to members is that each and every clinical note should be as comprehensive as possible, in accordance with Bulletin 13. It is always wise to write clinical notes from a defensive position; in particular, recording options provided and options declined by the owner; consent offered and consent refused; prognosis given and instructions given for ongoing treatment.

Every clinical record should be written as though:

- The Veterinary Board will be reading it and assessing it as being adequate from a professional conduct point of view;
- The Veterinary Board will be reading it in the context of a disciplinary hearing;
- A colleague will be reading it;
- The owner of the animal will be reading it;
- A judge will be reading it.

This is precisely why the VDA is here for its members – to analyse situations, determine whether the risks involved are equitable, test the waters and guide its members through them. So please keep us informed each step of the way as you deal with requestors of your records – colleagues, Boards, insurers, owners - so that we can gauge the response, re-evaluate the advice we have given you and steer you through this mine-field. In particular, please let us see all your correspondence before you send it, so that we can edit your letters accordingly and let us have copies of responses, so that we can advise you on the next step.

PLEASE REFER TO BULLETIN 13 FOR GUIDANCE ON COMPILING YOUR CLINICAL RECORDS

The VDA needs to be vigilant to fraud and collusion. One case that raised our alertness involved three farmers who claimed for an abortion storm. The veterinarians had attempted to limit an abortion problem by vaccinating, on the instructions of a specialist. Only two foetuses were ever collected, only one foetus was sent for histopathology, and the virology was negative. There was limited evidence of losses, no evidence of causes, some evidence of withholding of information and of expert witness not acting impartially, which made the defence of the claim extremely difficult.

However, there have been other minor claims in which suspicious behaviour was detected, such as a member constantly pushing the VDA to make a payment to a claimant; or the veterinarian or claimant not being able to supply positive proof of any loss or death of animals for which there was a claim. Claimants often assert that the dead animal was buried - before anyone can verify that an animal actually died.

Therefore, there are a number of steps that need to be taken to make sure that firstly, the claim is valid and is not fraudulent or without grounds; and secondly, that the amount claimed is reasonable and not inflated.

A. First issues to be dealt with

1. Notification: Notify the VDA immediately that an event, incident, allegation, dispute, complaint, charge or claim has occurred. The member must complete and sign the Claim Notification Form. This form must be filled in and signed by the member even if there is no initiating process such as a verbal threat or written letter of demand or summons (writ).

2. No Communication: Members are not permitted to speak to or meet with the plaintiff regarding the matter, unless authorised by the VDA. All communication from the claimant must be directed to the VDA. It is absurd for members to drive the claim on behalf of the claimant, and this would not be allowed by any insurance company anywhere: therefore the VDA will communicate with the claimant directly.

3. Photographic evidence: The member must obtain *detailed and complete* photographic evidence. This means taking photographs of ALL the dead animals, or of the damage or loss that has allegedly occurred (such as the spilt milk, where there is a claim of dairy cows' milk being contaminated and having to be discarded). It is not good enough to take a photograph of one dead foetus in an abortion storm – the member must obtain photographic evidence of the whole event.

4. Chain of evidence: The member is obliged to establish and safeguard the evidence of the alleged loss. It is not acceptable for the member to say that "the farmer says so". The member must take custody of the dead animal or relevant samples from ALL the dead animals. The member must maintain the chain of evidence by having a witness present and must sign the sealed bottle/bag of samples.

5. The VDA directors will then need to consider the wording of Bulletin 22 for conditions and exclusions pertinent to the circumstances of the claim.

6. The claimant will then be obliged to reduce their claim to writing, usually in the form of a Statement of Claim / Letter of Demand, in affidavit form.

B. ADR or Defending a Potential Claim

Once the member has provided information to the VDA, the consultants and directors will analyse and evaluate the information. This includes corresponding with the claimant and structuring questions posed to the claimant in a formal and structured format for the purposes of Alternate Dispute Resolution (ADR). This can often be transposed to pleadings in the event of litigation.

The Four Elements Required to Prove a Claim of Medical Negligence

These are the four elements required for a claimant to prove a claim of medical negligence. Note that *all four elements* must be proved – if the claimant fails to prove any one of them, then their action must fail. Remember, the VDA will only pay on proven negligence.

The claimant must prove that:

1. The Veterinarian had a legally recognised duty to act in a certain way.

   Rider: This duty to act in a certain way takes into account different schools of thought.

2. The veterinarian departed substantially from that duty – *i.e*. the vet was at fault or was negligent.

3. It was the veterinarian that caused the loss – *i.e*. there is a causal connection that is legal and not just factual.

   Rider: The claimant must have been wronged or had their rights violated.

4. The loss is quantifiable in money – *i.e*. the plaintiff has suffered damages which can be quantified in monetary terms.

In complaints referred to veterinary statutory bodies, the test for unprofessional conduct is whether the veterinarian met the minimum standards. But as a rule of thumb, one can use the first three elements above by changing 'legally' to 'ethically' in the first element. For ADR purposes, the complainant will be required to prove all four elements as a matter of course, but it must be recognised that the complainant might succeed with a Board complaint if they have been able to prove the first three elements.

Members must ensure that their clients complete a VDA approved Export Consent form containing the six clauses verbatim, as prescribed by the VDA, prior to commencing services relating to the export process. Members must include a considered estimate of costs and specify a procedure (see Bulletin 22 C.1). No consent form means no financial protection for claims.

Refusal by the client to sign such a form entitles members to refuse services.

This form has become necessary due to the sharp rise in complaints and claims related to the export of animals, for example, when owners emigrate. These claims are for large amounts far exceeding the value of the animal, including the cost of kennelling for quarantining in foreign countries and additional flights, and exacerbated by the weakening Rand exchange rate.

1. This clause provides consent to perform any procedure related to animal export. The term "export process" is specifically used to be as broad as possible, and not to restrict the consent to specific procedures which would leave the member without protection for a procedure NOT specified. Without this, the member would be open to a denial that there was ever an agreement to the procedure, with dire consequences for the member.

2. Clause 2: Governments and their customs animal import units refuse to notify veterinarians of changes to their import protocols. Import requirements vary from country to country, and a veterinarian in South Africa cannot be expected to know and be liable for any protocol promulgated by another country. You must NOT profess to the owner that you know which procedures should be performed at which time. If you do, and the owner or authority claims that a technical issue has been breached, you may have to bear the consequences. Ensure that the animal owner and their expert, the travel agent / transport company are fully responsible for each and every step and detail of the process.

3. We have seen numerous claims made by animal owners based on incorrect information contained in the vaccine book. They claim that the vaccine book is a "passport" or a "certificate", when it is ABSOLUTELY NOT SO.

   Members must ensure that their vaccine books contain the following wording (see Bulletin 4): **"This document is not a certificate and has no legal force or value".**

4. VDA members should by now be familiar with the principle that NO veterinarian can EVER certify that an animal is healthy. For example, an animal with an early aortic aneurysm, early cardiomyopathy or any early abnormalities at the cellular, molecular and genetic level (like bone marrow cancer, leukaemia or glioblastoma of the brain) may not show any symptoms of these conditions, might well appear to be in full health, but is absolutely NOT healthy. The only pronouncement that a veterinarian should EVER make should relate only to the abnormal findings they have made at the time of the examination. A veterinarian can only 'certify' what they have found, they cannot certify what they haven't found.

6. The VDA has found that many animals are refused entry to other countries based on some or other pedantic technical issue, often of no consequence or relevance to the purpose of the exercise or the safety of the country. We have, for example, seen that an animal that is sampled for Rabies Neutralising Antibody Titre on the 29th day of a 30 day waiting period after Rabies vaccination gets sent to quarantine for 90 days, even though the titre was well above the minimum required level. Such a case occurred when the dog was rebooked (without the knowledge of the owner) on a direct flight, arriving one day earlier than expected. This did not stop the owner from filing a SAVC complaint against our members, with the very real risk that these members will be unlawfully penalised by the SAVC.

7. The risk and indemnity clause takes away the right of the client to sue the veterinarian for damages. The VDA uses it to avoid the 99% of claims that are exaggerated, fraudulent, frivolous, vexatious or are otherwise without merit, without wasting large sums of money on legal fees in order to defend these cases. In cases where it is clear that the member was negligent, it places the VDA in a position of strength to negotiate settlements that avoid absurd claims and that are instead limited to the damages lawfully due to the client.

   The risk and indemnity clause also allows the VDA to settle cases *ex gratia* without further liability, which often becomes an obstacle to the client in lodging a vindictive complaint of unprofessional conduct with the SAVC (double jeopardy for the member). It has become commonplace for clients to use (abuse) the disciplinary processes of the SAVC as a no-cost, no-risk method of testing the merits of their civil claims.

8. The self-insurance clause provides our member with explicit protection from claims. This places the onus of insuring the animal and risks related to export firmly on the animal owner.

9. The VDA's ADR clause provides strong protection and an avenue for animal owners to resolve their grievances prior to suing for damages or making SAVC complaints.

NOTES:

1. The more you treat the 'export process' as just another consultation and less like an export process, the more you shield yourself from the liabilities associated with the export process. The more you act exclusively on the information provided by the owner, and not your own (potentially faulty) information, the more you shift the liability to the owner.

2. It is not your business to "know what the procedures are", and if you try to do so, you are completely missing the point of the exercise. You have to adopt a completely passive role. In fact, you need to act 'completely dumb' when it comes to the export process. The export 'contract' is between the owner and the importing country. The moment you try to interfere in this relationship is the moment you incur extraordinary liability. You are not a party to the contract, and you are not the owner's legal adviser, therefore stay out of the way. You are the medical expert, you know nothing about the export process, you are just there to carry out the instructions of the owner.

3. Members need to obtain a completed indemnity form at each visit for export. Members then charge the owner for the service the member has just provided, as you would do with any other consultation or procedure.

The process when engaging with the owner at the consultation is:

So what service do you want me to provide?

Yes, I can do that/ or No, I will not be able to do that, but I can do this.

Here's your bill for what I have just done.

You want to know what?? Sorry, you'll need to contact your export travel agent or the government of the country that is importing the animal for that information. I am a veterinarian, I don't know anything about that country's import requirements.

The VDA has no objection to members adding further clauses to the consent form (e.g. with regard to conditions of payment), provided these do not interfere with the validity of the prescribed VDA clauses.

It is important that members impress upon their reception staff that they check that the client has not modified or deleted any of the clauses, thereby nullifying your VDA financial protection. For procedures, eg collecting blood for Rabies titres, the completed export consent form should be inserted into the patient file on admission of each animal so that each vet is able to verify that their proposed treatment falls within the scope and estimated costs of the consent given. On completion of the treatment, the consent form must be filed and preserved indefinitely.

- Only the VDA approved forms may be used: *NB: Claims arising from the use of a non-approved form may be turned down as this is an exclusion in terms of the professional protection provided by the VDA.* VDA members are entitled to reproduce the VDA forms on their own letterheads provided that the content is identical to the VDA form. *Please discuss any concerns that you may have with the VDA.*

- You will see that no VDA approved certificates or forms contain any warranty relating to future outcomes or the animal's future suitability for any process. The reason for this is that an animal is an extremely complicated biological system living in a hazardous environment and there is no conceivable way that any veterinarian can make any prediction on any outcome or the future stat of an animal. None of us are psychic! We are aware that it is still common practice for veterinarians to do this, but it has dire consequences and we urge you not to fall into this trap. The only service that you could humanly provide is to perform the procedure diligently on the animal. Members must avoid providing any warranties or making any comments that could be misconstrued as being such, at all costs.

- All VDA health certificates and forms contain a square printed onto the form for placing a drop of blood from the subject animal for DNA. In order to comply with the requirements of your VDA professional protection, when completing any certificate or form, you must place a drop of blood or semen from the subject animal onto the square provided in the presence of the owner or agent. This must be carried out on duplicate forms and then signed by the owner or agent in the space provided next to the square. This signature certifies that the drop of blood was taken from the animal concerned. The member then seals one copy of the completed certificate in an envelope and gets the owner to sign once again across the seal of the envelope with the date. The envelope is then addressed to:

VDA (DNA specimens), (address of VDA office in your country).

And is mailed to us by registered post. Please write your practice's name and return address on the back of the envelope and then the pet's name and owner's/agent's/name (eg "Patch" – Owner: John Mullins) elsewhere on the back of the envelope. These details on the envelope must obviously correspond with the details in the certificate or form. The VDA will keep the envelope in safe storage for a minimum period of three years, in order to create a complete chain of evidence for forensic (court) purposes. In the event of a claim arising from the certification in which there is a possibility of fraud or mistake, the VDA will arrange to have a second sample taken from the animal that is subject of the claim, for DNA matching to the blood sample taken when the animal was certified. This will be carried out at the VDA's expense.

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- You must file the second copy of the form (with the second drop of blood and an original signature from the agent, or owner) as it will form part of your records and acts as a duplicate in the event that the first copy is lost. Once the VDA receives your sample by post, you will receive a confirmation by e-mail or by fax from us. Please keep a copy of this in the patient file with the certificate. If you do not hear from us within a week, please contact us. Should the first copy have been lost in the post, we will provide you with further instructions with regard to the preservation of your filed copy.

- Please do not use gloss paper on which to print your certificates, as the dry blood may not adhere to the paper. The usual matt 80gram paper is suitable as the blood gets partially absorbed into the surface of the paper. Place a small strip of sticky tape over the blood drop. If in doubt, please test your paper first.

- The protocol described above is simple and inexpensive for you to implement and will provide you with the best protection of your reputation and integrity against fraud and mistake. The protocol represents the minimum procedure necessary to ensure that the "chain of evidence" (akin to an audit trail) of the DNA sample will be unbroken and will therefore stand up to attack by the plaintiff's legal counsel in court. It is vital that you follow the protocol diligently, since the integrity of the plaintiff, the risk of them being caught in a fraudulent act in a court of law and their dreams of extracting large amounts of money from you will guarantee that they will scrutinize and attack your chain of evidence.

- You are entitled to charge the client an additional fee for collecting the blood sample and dispatching the certificate to us. This may be built into your fee for certification.

- Cost of blood analysis is for the account of the client if the client seeks the results.

- If you know that another veterinarian has also attended to the subject animal in recent times, please phone the other veterinarian and find out if there is any reason for you not to proceed. If you have difficulty obtaining the information, please contact us for advice and guidance before proceeding.

- And in all cases, make certain that the client has signed the VDA Consent Form with the waiver of liability clause. You will have no VDA professional protection without it.

- The veterinarian must keep a copy of the fully completed VDA form for a minimum period of 3 years.

- Only the VDA approved Large Animal Health Certificate (VDA-LAHC) may be used for health certification of large animals. NB: Claims arising from the use of a non-approved certificate may be turned down as this is an exclusion contained in the insurance policy (Clause 6.11.) The VDA-LAHC consists of two pages. VDA member are entitled to reproduce the VDA-LAHC on their own letterheads provided that the certificate corresponds to the VDA-LAHC in every respect.

- Please discuss any concerns that you may have with the VDA.

- You will see that no VDA approved certificate contains a warranty relating to the animal's future suitability for any purpose. The reason for this is that an animal is an extremely complicated biological system living in a hazardous environment and there is no conceivable way that any veterinarian can make a prediction on the future state of this animal. We are aware that it is still common practice for veterinarians to do this, but it has dire consequences and we urge you not to fall into this trap. The only service you could humanly provide is to perform a diligent examination of the animal, to report on the pathology found and to make recommendations about any further investigation of these. This is, in itself, a hazardous activity and is a source of much litigation, particularly when seemingly innocuous lesions turn out not to be so, so we urge you to be aggressive with your recommendations for further investigation. Please remember that there is really no such thing as a condition or lesion that does not have the potential of becoming an issue in the future. Once the member has provided the results and recommendations for further investigation to the client, the member's function has ended, and it is then over to the client to evaluate the information themselves and to make their own decisions based on the information provided. Members must avoid making such evaluations on behalf of the client or making any comments that could be misconstrued as being such at all costs.

- Cover for claims arising from pre-purchase examinations for SELLERS of animals or for anyone involved in the sale of animals is excluded in the Insurance policy (Clause 6.12.). Our experience is that fraud is rife with these. It is extremely stressful to be sued by the subsequent buyers of such animals when you do not know who they are, have never communicated with them, have never had any professional relationship with them, have never had the opportunity of discussing concerns with them and had no knowledge or control over the terms of the purchase.

- When doing pre-purchase examinations for BUYERS, please ensure that you have a bona fide veterinarian-client relationship with the buyer and that you have an open line of communication, so that you can discuss any concerns with the buyer. If not, you should consider refusing to do the certification – the stress and aggravation that such claims will cause you are simply never worth the money you get paid to do them. Anti-inflammatory drugs are cheap and freely available to lay persons and there is a great temptation for the seller to mask the lameness in preparation for your examination.

- Please tactfully explain the problem to the buyer and try to get the buyer to agree to blood tests for anti-inflammatory drugs taken at the time of the examination, prior to them parting with their money. In all cases, please ensure that the buyer signs the VDA Consent Form, with the waiver of liability clause, so that you, the VDA and its insurers are protected against any fraud or mistake.

- All VDA health certificates contain a square printed onto the form for placing a drop of blood from the animal being examined for DNA. In order to comply with the requirements of your insurance cover

  (Clause 6.9 of the policy), when completing any certificate, you must dab a drop of blood from the animal being certified onto the square provided in the presence of the owner, agent, or farm manager. This must be done on duplicate forms and then signed by the owner, agent or farm manger in the space provided next to the square. This signature certifies that the drop of blood was taken from the animal concerned. The member then seals one copy of the completed certificate in an envelope and gets the owner to sign once again across the seal of the envelope with the date. The envelope is then addressed to

  VDA (blood specimens), (Local Office of the VDA in your country of membership)

  and mailed. Please write your practice's name and return address on the back of the envelope and then the pet's name and owner's/agent's/farm manager's name (e.g. Bull Ear-tag B09 – Farm Manager: John Smith) elsewhere on the back of the envelope. These details on the envelope must obviously correspond with the details in the certificate. The VDA will keep the envelope in safe storage for a minimum period of three years. In the event of a claim arising from the certification in which there is a possibility of fraud or mistake, the VDA will arrange to have a second sample taken from the animal that is the subject of the claim, for DNA matching to the blood sample taken when the animal was certified. This will all be carried out at the VDA's expense.

- You must file the second copy of the certificate (with the second drop of blood and an original signature from the agent, farm manager or trainer) as it will form part of your records and acts as a duplicate in the event that the first copy is lost. Once the VDA receives your sample by post, you will receive a confirmation by e-mail or by fax from us. Please keep a copy of this in the patient file with the certificate. If you do not hear from us within a week, please ask your receptionist to contact us. Should the first copy have been lost in the post, we will provide you with further instructions with regard to the preservation of your filed copy.

- Please do not use glossy paper on which to print your certificates, as the dry blood may not permanently adhere to the paper. The standard matt 80 gram paper is suitable as the blood gets partially absorbed into the surface of the paper. Place a small strip of clear adhesive cellophane tape over the blood drop. If in doubt, please test your paper first.

- The protocol described above is simple and inexpensive for you to implement and will provide you with the best protection of your reputation and integrity against fraud and mistake. The protocol represents the minimum procedure necessary to ensure that the "chain of evidence" (akin to an audit trail) of the DNA sample will be unbroken and will therefore stand up to attack by the plaintiff's legal counsel in court. It is vital that you follow the protocol diligently, since the integrity of the plaintiff, the risk of them being caught in a fraudulent act in a court of law and their dreams of extracting large amounts of money from you or your insurance will ensure that they will scrutinize and attack your chain of evidence in determined fashion.

- You are entitled to charge the client an additional fee for collecting the blood sample and dispatching the certificate to us. This may be built into your fee for certification.

- If you know that another veterinarian has also attended to the animal that you are to certify in recent times, please phone the other veterinarian and find out if there is any reason for you not to proceed with the certification. If you have trouble obtaining the information, please contact us for advice and guidance before proceeding.

- And in all cases, make certain that the client has signed the VDA Consent Form with the waiver of liability clause. You will have no cover without it.

- The veterinarian must keep a copy of the fully completed VDC-LAHC for a minimum period of 3 years.

- Soundness certification is an area of practice fraught with difficulties and risks. This is particularly true in large animal practice, with the variety of animals that are presented. It should therefore only be performed by members thoroughly familiar with the species concerned. If in doubt, please discuss this with the VDA.

- Only the VDA approved Equine Health Certificate (VDA-EHC) may be used for health certification of equines. NB: Claims arising from the use of a non-approved certificate may be turned down as this is an exclusion contained in the insurance policy (Clause 6.11). The VDA-EHC consists of four pages. VDA members are entitled to reproduce the VDA-EHC on their own letterheads provided that the certificate corresponds to the VDA-EHC in every respect. Please discuss any concerns that you may have with the VDA.

- You will see that no VDA approved certificate contains any warranty relating to the animal's future suitability for any purpose. The reason for this is that an animal is an extremely complicated biological system living in a hazardous environment and there is no conceivable way that any veterinarian can make any prediction on the future state of an animal. To do so is tantamount to be pretending to be psychic. We are aware that it is still common practice for veterinarians to do this, but it has dire consequences and we urge you not to fall into this trap. The only service that you could humanly provide is to perform a diligent examination of the animal, to report on the pathology found and to make recommendations about any further investigation of these. This is in itself a hazardous activity and is a source of much litigation, particularly when seemingly innocuous lesions turn out not to be so, so we urge you to be aggressive with your recommendations for further investigation, given that there is really no such thing as a condition or lesion that does not have the potential of becoming an issue in the future. Once the member has provided the results and recommendations for further investigation to the client, the member's function has ended, and it is then over to the client to evaluate the information themselves and to make their own decisions based on this. Members must avoid making such evaluations on behalf of the client or making any comments that could be misconstrued as being such, at all costs.

- Cover for claims arising from pre-purchase examinations for SELLERS of animals or for anyone involved in the sale of animals is excluded in the Insurance policy (Clause 6.12.). Our experience is that fraud is rife with these. It is extremely stressful to be sued by the subsequent buyers of such animals when you do not know who they are, have never communicated with them, have never had any professional relationship with them, have never had the opportunity of discussing concerns with them and had no knowledge or control over the terms of the purchase.

- When doing pre-purchase examinations for BUYERS, please ensure that you have a bona fide veterinarian-client relationship with the buyer and that you have an open line of communication, so that you can discuss any concerns with the buyer. If not, you should consider refusing to do the certification – the stress and aggravation that such claims will cause you are simply never worth the money you get paid to do them. Anti-inflammatory drugs are cheap and freely available to lay persons and there is a great temptation for the seller to mask a lameness in preparation for your examination.

- Please tactfully explain the problem to the buyer and try to get the buyer to agree to blood tests for anti-inflammatory drugs taken at the time of the examination, prior to them parting with their money. In all cases, please ensure that the buyer signs the VDA Consent Form, with the waiver of liability clause, so that you, the VDA and its insurers are protected against any fraud or mistake.

- All VDA health certificates contain a square printed onto the form for placing a drop of blood from the animal being examined for DNA. In order to comply with the requirements of your insurance cover (Clause 6.9 of the policy), when completing any certificate, you must dab a drop of blood from the animal being certified onto the square provided in the presence of the buyer, owner, agent, stable manager or trainer. This must be done on duplicate forms and then signed by the buyer, owner, agent, farm manager or trainer in the space provided next to the square. This signature certifies that the drop of blood was taken from the animal concerned. The member then seals one copy of the completed certificate in an envelope and gets the owner to sign once again across the seal of the envelope with the date. The envelope is then addressed to:

  VDA (blood specimens), (Local Office of the VDA in your country of membership).

  and mailed. Please write your practice's name and return address on the back of the envelope and then the pet's name and owner's/ agent's/ farm manager's name (eg "Flashdancer" – Owner: John Smith) elsewhere on the back of the envelope. These details on the envelope must obviously correspond with the details in the certificate. The VDA will keep the envelope in safe storage for a minimum period of three years. In the event of a claim arising from the certification in which there is a possibility of fraud or mistake, the VDA will arrange to have a second sample taken from the animal that is the subject of the claim, for DNA matching to the blood sample taken when the animal was certified. This will all be carried out at the VDA's expense.

- You must file the second copy of the certificate (with the second drop of blood and an original signature from the owner, agent, stable manager or trainer) as it will form part of your records and acts as a duplicate in the event that the first copy is lost. Once the VDA receives your sample by post, you will receive a confirmation by e-mail or by fax from us. Please keep a copy of this in the patient file with the certificate. If you do not hear from us within a week, please ask your receptionist to contact us. Should the first copy have been lost in the post, we will provide you with further instructions with regard to the preservation of your filed copy.

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- The protocol described above is simple and inexpensive for you to implement and will provide you with the best protection of your reputation and integrity against fraud and mistake. The protocol represents the minimum procedure necessary to ensure that the "chain of evidence" (akin to an audit trail) of the DNA sample will be unbroken and will therefore stand up to attack by the plaintiff's legal counsel in court. It is vital that you follow the protocol diligently, since the integrity of the plaintiff, the risk of them being caught in a fraudulent act in a court of law and their dreams of extracting large amounts of money from you or your insurance will ensure that they will intensely scrutinise and attack your chain of evidence in determined fashion.

- You are entitled to charge the client an additional fee for collecting the blood sample and dispatching the certificate to us. This may be built into your fee for certification.

- If you know that another veterinarian has also attended to the animal that you are to certify in recent times, please phone the other veterinarian and find out if there is any reason for you not to proceed with the certification. If you have trouble obtaining the information, please contact us for advice and guidance before proceeding.

- And in all cases, make certain that the client has signed the VDA Consent Form with the waiver of liability clause. You will have no cover without it.

- The veterinarian must keep a copy of the fully completed VDA-EHC for a minimum period of 3 years.

- Soundness certification is an area of practice fraught with difficulties and risks. This is particularly so in the case of soundness certification of equines. It should therefore only be performed by members who are thoroughly familiar with treating this particular species. If in doubt, please discuss this with the VDA.

CONSENT FORMS

and

CERTIFICATES

INDEX, CONSENT FORMS AND CERTIFICATES

INFORMED CONSENT TO TREATMENT (v. 4)

{PRACTICE LETTERHEAD}

1. I, the undersigned, an adult major, hereby authorise the veterinarians and staff of this veterinary facility to perform any reasonable treatment/anaesthesia and surgery they may deem necessary, including further or alternative measures as may be necessary during the course of the surgery and/or treatment of my animal.
2. I am aware that this veterinary facility does not provide 24-hour per day monitoring of patients. Should I wish to have my pet monitored 24 hours per day while hospitalised, I will make arrangements with the staff of this facility.
3. I acknowledge that it may become apparent and necessary during any dental procedure to extract teeth. In some cases, this might lead to the removal of many or all teeth, at the sole discretion of the veterinarians and staff of this facility.
4. I acknowledge that a quote cannot be provided, and that I have been provided with an estimate for an average procedure, but the final cost may vary substantially and be significantly higher than discussed because of the particular factors that may be encountered as the procedure unfolds. I agree to settle the final bill in full upon request or discharge, whichever is earlier.
5. While the veterinarians at this facility provide diagnosis, treatment and prognosis to the best of their ability, economic constraints prevent these from being made with all the necessary information available. Consequently, the vets will not be liable for any consequences arising from incorrect diagnosis, treatment or prognosis.
6. I undertake to keep in daily contact to enable the staff to inform me of the progress, costs incurred, and additional treatment involved, of my hospitalised animal.
7. I am aware that the surgery may be performed by a surgical intern and that the costs and implications have been explained to me.
8. I recognise that there is some degree of risk attached to any medical or surgical procedure or treatment. I have discussed any concerns I may have with the veterinarian. I hereby absolve the veterinarians, staff and this facility from all actions, arising directly or indirectly from the treatment / anaesthetic / surgery.
9. I am aware that this veterinary facility does not provide 24-hour per day monitoring of patients. Should I wish to have my pet monitored 24 hours per day while hospitalised I will make arrangements with the staff of this facility.
10. In the event of any grievance or dispute with this veterinary facility or its veterinarians, I undertake to enter into and complete the VDA's free Alternate Dispute Resolution process, before resorting to any other action or remedy.
11. I acknowledge: That this facility is not party to my arrangement with my pet insurer and that no obligations whatsoever are placed on this facility. This facility will not deal with or provide information to the pet insurer. I am solely responsible for payment of veterinary fees to this facility and I hereby absolve this facility from all actions, arising directly or indirectly from my pet insurance arrangement.
12. This facility will not provide any opinions, reports, certificates, comments, recordings or copies of clinical notes to any person for any purpose, under any circumstances.
13. I acknowledge that I have read these conditions and hold myself bound thereto.

PROPOSED PROCEDURE:				
ESTIMATE OF COSTS:	**R** (costs may vary substantially due to unforeseen circumstances)			
DETAILS OF ANIMAL				
NAME OF ANIMAL:		**SEX:**	**MALE**	**FEMALE**
BREED:		**AGE:**		
HAS THIS ANIMAL SHOWN ANY UNUSUAL SYMPTOMS?		**CIRCLE YES OR NO**		
DETAILS OF OWNER / AUTHORISED AGENT (delete whichever not applicable)				
FULL NAMES:				
ID NUMBER:				
E-MAIL ADDRESS:				
CELL/MOBILE:				
RESIDENTIAL ADDRESS:				
SIGNED:				
WITNESS:		**DATE**:		

INFORMED CONSENT TO TREATMENT: High Value Animals (v. 4)

{NAME OF FACILITY}

1. I, the undersigned, an adult major, hereby authorise the veterinarians and staff of this veterinary facility to perform any reasonable treatment/anaesthesia and surgery they may deem necessary, including further or alternative measures as may be necessary during the course of th{e surgery and/or treatment of my animal.
2. I hereby authorise the veterinarians and staff of this veterinary facility, using their own transport, to transport my pet between clinics or to a specialist or to any other facility as may be required. I hereby absolve the veterinarians, staff and this facility from all actions, arising directly or indirectly from the transport of my pet.
3. I have arranged appropriate insurance cover for any loss or damages of whatsoever nature that may arise from this; alternatively, I accept that I self-insure for any such loss or damages.
4. I acknowledge that it may become apparent and necessary during any dental procedure to extract teeth. In some cases, this might lead to the removal of many or all teeth, at the sole discretion of the veterinarians and staff of this facility.
5. I acknowledge that a quote cannot be provided, and that I have been provided with an estimate for an average procedure, but the final cost may vary substantially and be significantly higher than discussed because of the particular factors that may be encountered as the procedure unfolds. I agree to settle the final bill in full upon request or discharge, whichever is earlier.
6. While the veterinarians at this facility provide diagnosis, treatment and prognosis to the best of their ability, economic constraints prevent these from being made with all the necessary information available. Consequently, the vets will not be liable for any consequences arising from incorrect diagnosis, treatment or prognosis.
7. I am aware that the surgery may be performed by a surgical intern and that the costs and implications have been explained to me.
8. I am aware that this veterinary facility does not provide 24-hour per day monitoring of patients. Should I wish to have my pet monitored 24 hours per day while hospitalised, I will make arrangements with the staff of this facility.
9. I undertake to keep in daily contact to enable the staff to inform me of the progress, costs incurred, and additional treatment involved, of my hospitalised animal.
10. I recognise that there is some degree of risk attached to any medical or surgical procedure or treatment. I have discussed any concerns I may have with the veterinarian. I hereby absolve the veterinarians, staff and this facility from all actions, arising directly or indirectly from the treatment / anaesthetic / surgery.
11. In the event of any grievance or dispute with this veterinary facility or its veterinarians, I undertake to enter into and complete the VDA's free Alternate Dispute Resolution process, before resorting to any other action or remedy.
12. I acknowledge: That this facility is not party to my arrangement with my pet insurer and that no obligations whatsoever are placed on this facility. This facility will not deal with or provide information to the pet insurer. I am solely responsible for payment of veterinary fees to this facility, and I hereby absolve this facility from all actions, arising directly or indirectly from my pet insurance arrangement.
13. This facility will not provide any opinions, reports, certificates, comments, recordings, or copies of clinical notes to any person for any purpose, under any circumstances.
14. I acknowledge that I have read these conditions and hold myself bound thereto.

Preliminary Diagnosis:		
Estimate of Treatment Costs: (May vary substantially, due to unforeseen circumstances)		
DETAILS OF PET		
Name:	Age:	
Breed:	Male:	Female:
DETAILS OF *OWNER/AUTHORISED AGENT * Delete whichever is not applicable		
Name:		
Residential Address:		
Email:		
Postal Address:		
Home phone:	Mobile:	Work Phone:
Date:	Signature:	
Name of Witness:	Signature of Witness:	

INFORMED CONSENT TO EUTHANASIA (v. 4)

{PRACTICE LETTERHEAD}

I, the undersigned, hereby certify that I am a major person and:

☐ I am the lawful owner of the pet described hereunder * or/

☐ I am the duly authorised agent of the lawful owner of the pet described hereunder*.

*(select applicable blocks by placing a cross in that box)

1. I hereby give my consent for my pet to be euthanized.
2. I hereby give my consent for disposal of my pet after being euthanized.
3. I hereby indemnify the veterinarians and staff of this clinic against any claims of whatsoever nature flowing from or related to the euthanasia of the pet described hereunder.

Estimate of Costs: (May vary due to unforeseen circumstances)					
Method of disposal: *(mark with X)*	Retained by owner	Cremated, no return of ashes	Cremated, ashes returned	Cremated, ashes returned in casket	Other
DETAILS OF PET					
Name:					
Breed:					
Age:		Male:		Female:	
DETAILS OF *OWNER/AUTHORISED AGENT * Delete whichever is not applicable					
Name:					
Residential Address:					
Email:					
Postal Address:					
Home phone:		Mobile:		Work Phone:	
Date:		Signature:			
Name of Witness:		Signature of Witness:			

{PRACTICE LETTERHEAD}

I, the undersigned, hereby certify that:

1. I am a major person.
2. I am the lawful and exclusive owner of the dog described hereunder, and no other party has any legal or other interest in this animal.
3. I hereby bind any and all other parties who may have an interest or be affected.
4. I hereby indemnify the veterinarians and staff of this clinic and this veterinary facility against any claims of whatsoever nature flowing from or related to the **euthanasia / surrender** of my dog described hereunder. *[Vet to delete as appropriate]*
5. I hereby give my consent for **euthanasia / surrender** of my dog as well as to the manner in which my pet will be disposed of after **euthanasia / surrender**. This includes rehoming. *[Vet to Delete as appropriate]*
6. I am aware that if I have selected to surrender my dog, by signing this form I no longer have legal ownership of the surrendered animal.
7. I accept that the fee that I have been charged may be either a euthanasia fee or a rehoming administration fee, as appropriate.
8. I acknowledge that I have read these conditions and hold myself bound thereto.

DETAILS OF PET		
Name:		
Microchip no:		
Age:	Male:	Female:
DETAILS OF *OWNER/AUTHORISED AGENT * Delete whichever is not applicable		
Name:		
Residential Address:		
Email:		
Postal Address:		
Home phone:	Mobile:	Work Phone:
Date:	Signature:	
Name of Witness:	Signature of Witness:	

DOMESTIC ANIMALS AMENDMENT (RESTRICTED BREEDS) ACT 2011
INFORMED CONSENT TO EUTHANASIA (v. 4)

{PRACTICE LETTERHEAD}

I, the undersigned, hereby certify that:

1. I am a major person.
2. I am the lawful and exclusive owner of the pet described hereunder, and no other party has any legal or other interest in this animal.
3. I hereby bind any and all other parties who may be affected by this procedure.
4. I understand that there is no scientific or objective manner to identify a particular breed of dog.
5. I have not been influenced in any manner in my decision to have my pet euthanased by the veterinarians and staff at this veterinary facility.
6. I hereby indemnify the veterinarians and staff of this clinic and this veterinary facility against any claims of whatsoever nature flowing from or related to the euthanasia of my pet described hereunder.
7. I hereby give my consent for euthanasia of my pet as well as to the manner in which my pet will be disposed of after euthanasia.

DETAILS OF PET		
Name:		
Breed:	Microchip No:	
Age:	Male:	Female:
DETAILS OF *OWNER/AUTHORISED AGENT * Delete whichever is not applicable		
Name:		
Residential Address:		
Email:		
Postal Address:		
Home phone:	Mobile:	Work Phone:
Date:	Signature:	
Name of Witness:	Signature of Witness:	

INFORMED CONSENT TO EUTHANIZE AN ANIMAL SUSPECTED OF BEING INFECTED WITH THE RABIES VIRUS (v. 4)

I, the undersigned, hereby certify that I am an adult person and:

☐ I am the lawful owner of the animal described hereunder OR

☐ I am the duly authorised agent of the lawful owner of the animal described hereunder.

**(select applicable blocks by placing a cross in that box).*

1. I hereby authorise the veterinarians and staff of this facility to euthanize and perform a Rabies test of the animal described below, including further or alternative measures as may be necessary.
2. I have discussed any concerns I may have about this disease and procedure with the veterinarians and I hereby indemnify the veterinarians and staff of this facility against any claims of whatsoever nature flowing from or related to the euthanasia and Rabies testing of the animal described below.
3. I understand that the only test to confirm a Rabies infection is by a post-mortem examination of the brain, which requires that the animal be euthanized. I understand and accept that a negative test result may mean that the animal was euthanized unnecessarily, and I am reconciled with this eventuality.
4. I understand that euthanasia is necessary as the animal is exhibiting unusual symptoms which may indicate Rabies virus infection and that the animal may infect other animals or humans.
5. I therefore indemnify the veterinarians and staff of this facility against claims from third parties of whatsoever nature arising from Rabies infection of this animal.
6. I hereby provide my informed consent to the veterinarian and staff of this facility to provide my personal information, the results of the Rabies test and other information to third parties, including the State Veterinarian and exposed- and in-contact humans and other animal owners.
7. I understand that there is no treatment for Rabies virus infection, and that the only manner of preventing Rabies infection is by vaccinating the animal.
8. I hereby give my consent for disposal of my euthanized pet after Rabies testing.

Diagnosis:		
DETAILS OF PET		
Name:		
Breed:		
Age:	Male:	Female:
DETAILS OF *OWNER/AUTHORISED AGENT * Delete whichever is not applicable		
Name:		
Residential Address:		
Email:		
Postal Address:		
Home phone:	Mobile:	Work Phone:
Date:	Signature:	
Name of Witness:	Signature of Witness:	

INFORMED CONSENT TO CAESAREAN OPERATION (v. 4)

{NAME OF FACILITY}

1. I, the undersigned, an adult major, hereby authorise the veterinarians and staff of this veterinary facility to perform any reasonable treatment/anaesthesia and surgery they may deem necessary, including further or alternative measures as may be necessary during the course of the caesarean surgery and/or treatment of my animal.
2. I am aware that this veterinary facility does not provide 24-hour per day monitoring of patients. Should I wish to have my animal and/or offspring monitored 24-hours per day while hospitalised, I will make arrangements with the staff of this facility.
3. I undertake to keep in contact twice daily to enable the staff to inform me of the progress, costs incurred, and additional treatment involved, of my hospitalised animal and/or its offspring.
4. I recognise that there is some degree of risk attached to any medical or surgical procedure or treatment. I have discussed any concerns I may have with the veterinarian. I hereby absolve the veterinarians, staff and this facility from all actions and liability, arising directly or indirectly from the treatment, anaesthetic and/or surgery.
5. I acknowledge that I have read these conditions and hold myself bound thereto.

Preliminary Diagnosis: *dystocia/ inertia/ foetal distress/ death/ breed elective/ other (*Vet to fill in)		
Estimate of Costs: (May vary substantially, due to unforeseen circumstances)		
DETAILS OF ANIMAL		
Name:		
Breed:		
Age:	Microchip no:	
I hereby consent for my pet to be de-sexed (ovariohysterectomized) during surgery (Owner to check box) ☐		
I do NOT wish for my pet to be de-sexed (ovariohysterectomized) during surgery (Owner to check box) ☐		
DETAILS OF *OWNER/AUTHORISED AGENT * Delete whichever is not applicable		
Name:		
Residential Address:		
Email:		
Postal Address:		
Home phone:	Mobile:	Work Phone:
Date:	Signature:	
Name of Witness:	Signature of Witness:	

INFORMED CONSENT TO OPERATION DONE BY SURGICAL INTERN (v. 4)

{PRACTICE LETTERHEAD}

1. I, the undersigned, an adult major, hereby authorise the veterinarians and staff of this veterinary facility to perform any reasonable treatment/anaesthesia and surgery they may deem necessary, including further or alternative measures as may be necessary during the course of the surgery and/or treatment of my animal.

2. I am aware that this veterinary facility does not provide 24-hour per day monitoring of patients. Should I wish to have my pet monitored 24 hours per day while hospitalised, I will make arrangements with the staff of this facility.

3. I undertake to keep in daily contact to enable the staff to inform me of the progress, costs incurred, and additional treatment involved, of my hospitalized animal.

4. I recognize that there is some degree of risk attached to any medical or surgical procedure or treatment. I have discussed any concerns I may have with the veterinarian. I hereby absolve the veterinarians, staff and this facility from all actions and liability, arising directly or indirectly from the treatment / anaesthetic / surgery.

5. I am aware that the surgery will be performed by a surgical intern and that the costs and implications have been explained to me.

6. I acknowledge that I have read these conditions and hold myself bound thereto.

7. I am aware that the surgery will be performed by a surgical intern and that the costs and implications have been explained to me.

Preliminary Diagnosis:		
Estimate of Costs: (May vary substantially, due to unforeseen circumstances)		
DETAILS OF PET		
Name:		
Breed:		
Age:	Male:	Female:
DETAILS OF *OWNER/AUTHORISED AGENT * Delete whichever is not applicable		
Name:		
Residential Address:		
Email:		
Postal Address:		
Home phone:	Mobile:	Work Phone:
Date:	Signature:	
Name of Witness:	Signature of Witness:	

CONSENT FORM FOR THE USE OF MEDICINES OFF-LABEL (v. 4)

{PRACTICE LETTERHEAD}

I, the undersigned, hereby state that I

1. Understand that there are often no suitable products that are specifically registered in Australia for use in a particular species of animal or for a particular medical condition in that species of animal.
2. Understand that, in order for my veterinarian to be in a position to treat my animal, he/she may have to resort to using or advising the use of products registered for use only in other species, including human beings, and/or products registered for another purpose.
3. Understand that treatment with the products described below will mean that my veterinarian will be using or advising the use of such products on my animals outside of the recommendations or even in contradiction with the recommendations contained in the package insert relating to the registration of that product (i.e. "off-label").
4. Accept that there may be known or unknown side-effects and adverse consequences associated with the use of these products under these circumstances, have appraised myself of the known risks and unconditionally accept the risks related thereto.
5. Unconditionally indemnify the veterinarians of this facility, the facility and the staff of the facility against any claim of whatsoever nature arising from any side-effects or adverse consequences or any damages that arise from the use of the products described below.

PRELIMINARY DIAGNOSIS:		
DESCRIPTION OF OFF-LABEL PRODUCT:	Drug Name	
Manufacturer	Quantity or Volume	Strength
DETAILS OF ANIMAL		
Name:	Breed:	
Age:	Male:	Female:
OR Brief description of herd/ flock/ litter/ group, etc. *(P.T.O. if more writing space required):*		
DETAILS OF *OWNER/AUTHORISED AGENT * Delete whichever is not applicable		
Name:		
Residential Address:		
Email:		
Postal Address:		
Home phone:	Mobile:	Work Phone:
Date:	Signature:	
Name of Witness:	Signature of Witness:	

REFUSAL OF REFERRAL (v. 4)

{PRACTICE LETTERHEAD}

1. I, the undersigned, an adult major
2. Do hereby acknowledge that the above facility has offered me a referral of my pet to a specialist facility and I have refused this option against the advice of the vets and staff of this facility and that I do so entirely at my own risk.*
3. Do hereby acknowledge that the above facility has offered me euthanasia for my pet and I have refused this option against the advice of the vets and staff of this facility and that I do so entirely at my own risk*.
4. *(Delete whichever clause, 1 or 2, not applicable).
5. Do hereby unconditionally indemnify this facility and the staff of this facility against any claim of whatsoever nature arising from any claim of unprofessional conduct, negligence or for damages in any form whatsoever.
6. I acknowledge that I have read and understood these conditions and hold myself bound thereto.

DETAILS OF PET		
Name:		
Breed:		
Age:	Male:	Female:
DETAILS OF *OWNER/AUTHORISED AGENT * Delete whichever is not applicable		
Name:		
Residential Address:		
ID No:	Email:	
Postal Address:		
Home phone:	Mobile:	Work Phone:
Date:	Signature:	
Name of Witness:	Signature of Witness:	

PREMATURE REMOVAL OF ANIMAL (v. 4)

{PRACTICE LETTERHEAD}

I, the undersigned, an adult major

1. Do hereby acknowledge that I am removing my pet from the above facility prior to the completion of the diagnosis and / or treatment against the advice and wishes of the vets and staff of this facility and that I do so entirely at my own risk.
2. Do hereby unconditionally indemnify this facility and the staff of this facility against any claim of whatsoever nature arising from any claim of unprofessional conduct, negligence or for damages in any form whatsoever.
3. I acknowledge that I have read these conditions and hold myself bound thereto.

DETAILS OF PET		
Name:		
Breed:		
Age:	Male:	Female:
DETAILS OF *OWNER/AUTHORISED AGENT * Delete whichever is not applicable		
Name:		
Residential Address:		
ID No:	Email:	
Postal Address:		
Home phone:	Mobile:	Work Phone:
Date:	Signature:	
Name of Witness:	Signature of Witness:	

CONSENT TO VASECTOMY/CAUDA EPIDIDECTOMY (v. 4)

{PRACTICE LETTERHEAD}

I, the undersigned,

_____

being the owner of the bull/ram/dog/other, identified as follows:

_____ _____ _____ _____

Name/ear tag/ID no. Species Breed Sex

Hereby consent to a Vasectomy or a Cauda Epididectomy being performed under local or general anaesthetic, on the above animal, the nature of the procedure having been explained to me. I understand that the operation is to render this animal sterile, but that no guarantee can be given that, in the case of a vasectomy, recanalisation of the *vas deferens* may not take place in future with a return to fertility. I have been advised that the above animal must be isolated from female animals until I am in possession of:

a) A copy of a Specialist Veterinary Pathologist's report certifying that:

(i) both vas deferens removed from the above animal have been positively identified and are at least 3 cm each in length.

or

(ii) both cauda epididymis removed from the above animal are positively identified and are complete.

b) A veterinary certificate, certifying that on 3 occasions at minimum 30-day intervals after the procedure and before the above animal is exposed to female animals at any time in the future:

(i) that on each occasion two attempts at procuring a proper ejaculate were made, 5 – 10 minutes apart

(ii) were deposited into sperm-free containers

(iii) centrifuged and stained with sperm-free stain; and which showed an absence of sperm.

Thus signed at _____this _____ day of _____20_____

_____ _____

OWNER VETERINARIAN

_____

WITNESS

(Continued on P 2…)

(…Continued from P 1)

"I, the owner/agent of the animal (delete whichever not applicable) hereby certify that this blood sample was taken from my animal/ the animal belonging to the legal owner" *(delete whichever not applicable).*

_____

Signature

(Blood Sample)

WAVER OF LIABILITY FOR SEMEN AND EMBRYO HANDLING AND STORAGE (v. 4)

I, the undersigned, hereby certify that I am an adult person and that I am the lawful owner of the Semen or Embryos described hereunder.

I hereby indemnify the veterinarians and staff of this facility and this facility against any claims of whatsoever nature flowing from or related to the handling and storage of the semen and/or embryos described hereunder.

DETAILS OF THE OWNER OF THE SEMEN OR EMBRYOS	
NAME:	
SIGNATURE:	
DATE:	
WITNESS:	
REFERENCE DETAILS OF THE SEMEN OR EMBRYOS:	

DETAILS OF THE DONOR ANIMAL		
NAME:		
MICROCHIP NUMBER:		
BREED:		
COLOUR:		
AGE:		
MALE (SEMEN)		**FEMALE (EMBRYOS)**

Certificates

VDA SMALL ANIMAL HEALTH CERTIFICATE (v. 4)

This is to certify that, at the request of (Name & address)

_____

_____

I have today examined the animal described below, the property of (Name & address)

_____

Name of animal (or breeding):

_____

Breed or Type: _____ Microchip Number: _____

Color: _____ Sex: _____

Age (by documentation): _____ Approx. Age (by dentition) _____

Laboratory _____ Ref Number: _____ (Drug Profile)

Ref. Number: _____ (DNA -typing)

Identification	
	Head: _____ Neck: _____ Limbs LF: _____ RF: _____ LH: _____ RH: _____ Body: _____ Tattoos/acquired marks: _____

(Continued on Page 2…)

(…Continued from P 1)

REPORT OF EXAMINATION

I find no clinically apparent signs of disease, injury or physical abnormality other than the following: (see addendum attached if too little space)

_____

_____

_____

I recommend that the following special diagnostic tests be conducted:

_____

_____

The following lesions appear dormant now but may become active in the future:

_____

_____

_____

The following additional tests have been carried out:

_____

_____

_____

Warranty: **If the applicant wishes to obtain a warranty covering the animal's existing or future suitability or performance, they are advised to seek such warranty in writing from the current owner, as this is not the responsibility of the veterinarian.**

NB: It is recommended that all working animals of value have their joints screened for any pathology by means of x-ray or other examination.

Veterinarian's Name _____Signature: _____Date: _____

Address: _____

VDA SMALL ANIMAL ARTIFICIAL INSEMINATION INFORMATION FORM (v. 4)

Form Number

[LETTERHEAD]

This is to state that, at the request of (*Name & address*)

_____

_____

I have today artificially inseminated an animal described below, of (*Name & address*)

_____

_____

The Bitch

Given name of animal (or breeding):_____

Apparent Breed or Type:

_____

Located Microchip Number: _____ Colour:_____

Sex:_____ Age (by documentation):_____ Approx. Age (by dentition)_____

Laboratory:_____ Ref Number:_____(Drug profile)

Ref Number:_____(DNA-typing)

Registration No:_____ as given on the certificate annexed hereto.

Vaginal smear:

_____

Vaginal examination:

_____

Progesterone level:

_____

I, the owner/agent of the owner (*delete whichever not applicable*) hereby certify that this blood sample was taken from my animal/the animal belonging to the legal owner *delete whichever not applicable*) which was admitted for artificial insemination. (	
_____*Signature*	**Blood Sample**

(Continued on Page 2…)

(…Continued from P 1)

REPORT OF INSEMINATION

The Semen

A. The semen was contained in frozen straws with the following markings:

Straw One: Date:_____ Type:_____ Colour: _____

Inscription:_____

Straw Two: Date:_____ Type:_____ Colour:_____

Inscription:_____

I, the owner/agent of the owner (*strike out whichever not applicable*) hereby certify that this Semen Straw was provided for artificial insemination of *my animal/the animal belonging to the legal owner (**strike out whichever not applicable*)	
_____*Signature*	**Semen Straw**

Alternatively:

B. Fresh semen donor:

Given name of animal (or breeding):

_____

Apparent Breed or Type:

_____

Located Microchip Number: _____ Colour: _____

Sex _____ Age (by documentation): _____ Approx. Age (by dentition): _____

Laboratory: _____ Ref Number: _____ (Drug Profile)

Reference Number: _____ (DNA-typing)

Registration Number: _____ as given on the certificate annexed hereto.

I, the owner/agent of the owner (*strike out whichever not applicable*) hereby certify that this blood sample was taken from my animal/the animal belonging to the legal owner which was admitted for fresh semen insemination. (strike out *whichever not applicable*)	
_____ *Signature*	**Blood Sample**

(Continued on Page 3…)

(…Continued from P 2)

The custodian of the bitch is responsible for controlling the bitch and preventing mating by other dogs during the oestrus period.

***No Warranty*:** No warranty is provided with regard to the positive identification of any animal, health, fertilization, pregnancy, live birth, healthy progeny or any other aspect or issue.

Veterinarian's Name_____

Signature:_____ Date:_____

VDA LARGE ANIMAL HEALTH CERTIFICATE (v. 4)

This is to certify that, at the request of *(Name & address)* _____

_____

I have today examined the animal described below, the property of *(Name & address)* _____

_____

Name of Animal (or breeding): _____

Breed or Type: _____ Microchip Number: _____

Colour: _____

Sex: _____ Age (by documentation): _____ Approx. Age (by dentition) _____

Laboratory _____ Ref Number: _____ (Drug Profile)

Ref Number: _____ (DNA –typing)

Identification (bovines only)	Head: _____ Neck: _____ Limbs LF: _____ RF: _____ LH: _____ RH: _____ Body: _____ Ear tag/brands/tattoos/acquired marks: _____

(Continued on P 2…)

(…Continued from P 1)

REPORT OF EXAMINATION

I find no clinically apparent signs of disease, injury or physical abnormality other than the following: *(see addendum attached if too little space)*

_____

_____

_____

_____

_____

I recommend that the following special diagnostic tests be conducted:

_____

_____

The following lesions appear dormant now but may become active in the future:

_____

_____

_____

The following additional tests have been carried out:

_____

_____

_____

Warranty: If the applicant wishes to obtain a warranty covering the animal's existing or future performance, they are advised to seek such warranty in writing from the current owner, as this is not the responsibility of the veterinarian.

NB: It is recommended that all working animals of value have their joints screened for any pathology by means of x-ray or other examination.

Veterinarian's Name _____ Signature: _____ Date: _____

Address:

_____

VDA EQUINE VETERINARY HEALTH CERTIFICATE (v. 4)

- This is to certify that, at the request of *(Name and address)*

  _____

  _____

- I have today examined the horse described below, the property of *(Name and address)*
  (Vets may not certify animals on behalf of sellers or their agents)

  _____

  I, or my practice have not attended *this horse/*this owner in the past. **(Delete whichever not applicable)*

- I, or my practice, have attended this horse on the following past occasions:

  _____

  _____

  _____

- And the following history is significant:

  _____

  _____

  _____

- Name of Horse (or breeding):
  _____
- Breed or Type: _____
- Microchip Number: _____
- Colour: _____ Sex: _____
- Age (by documentation): _____
- Approx. Age (by dentition) _____
- Laboratory _____
- Reference Number: _____ (Drug Profile)

Blood Sample

"I the buyer/owner/lawful agent of the owner/stable-manager/trainer (delete whichever not applicable) hereby certify that this blood sample was taken from my animal/*the animal belonging to the legal owner *_(delete whichever not applicable)."_

_____
Signature

Identification

Head: _____

Neck: _____

Limbs LF: _____

RF: _____

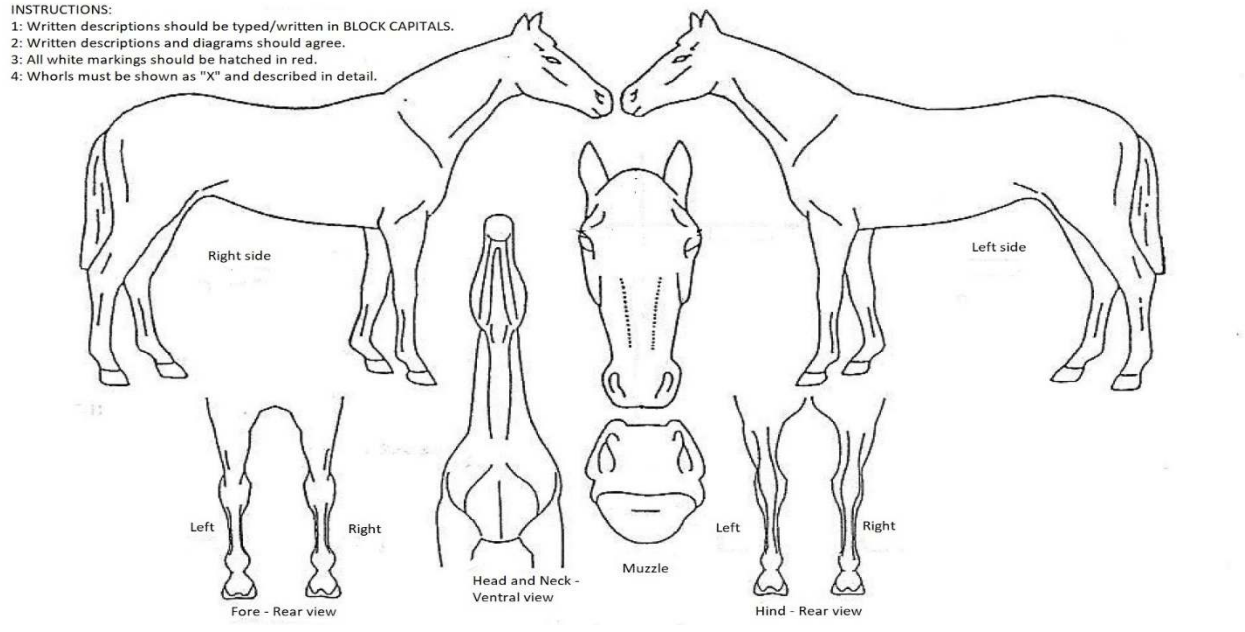
LH: _____

RH: _____

Body: _____

Acquired marks/brands/tattoos: _____

_____



REPORT OF EXAMINATION

- Having conducted a

1	2	3	4	5

-stage examination *(mark whichever applicable with an X),*

- I find no clinically apparent signs of disease, injury or physical abnormality, other than the following: *(Attach addendum if too little space)*

_____

_____

The horse has been subjected to flexion tests/ the horse has not been subjected to flexion tests for the following reasons:

_____

_____

The horse has been trotted in a circle on a hard surface/ the horse has not been trotted in a circle for the following reasons:

_____

_____

- I recommend that the following special diagnostic tests be conducted:

_____

_____

- The following lesions appear dormant now but may become active in the future:

_____

_____

- The following additional tests have been carried out:

_____

_____

Age: **Estimates of age based on an examination of dentition are imprecise and unreliable and the age as stated here is an approximation only. The term "aged" may be used if the animal appears to be over 15 years old.**

Warranty: **If the applicant wishes to obtain a warranty covering the animal's existing or future performance as a race-horse, show-jumper, riding horse, eventer, etc., or wishes to obtain warranties relating to height, freedom from vices and temperament, they are advised to seek such warranty in writing from the current owner, as these are not the responsibility of the veterinarian. NB: It is recommended that all working horses of value have their joints below the shoulders and knees screened for any pathology by means of x-ray examination and undergo a drug test.**

Insurance: **It is recommended that appropriate insurance cover be obtained.**

_____ _____ _____

Veterinarian's Name Signature: Date:

Address:

_____

THE FIVE-STAGE EXAMINATION (v. 4)

Veterinarians have developed a general routine of examination which has been found to be satisfactory as a means of detecting signs of disease and injury. This examination is conducted in five stages and all the stages should be completed in full. If this has not been done then it should be made clear on the indemnity certificate (page 4 of the VDA-EHC) in what way the examination has been varied and that the client understands that any opinions expressed are based on this restricted examination.

The full 5-stage examination consists of:

Stage 1 – Preliminary examination

This is a methodical examination of the animal's body to assess general appearance and condition. It includes examination of the teeth, the resting heart and lungs, the eyes by ophthalmoscope, the skin, the limbs and feet (with hoof tester) and flexion of the limb joints to reveal pain or limitation of movement.

Stage 2 – Trotting up

The animal is walked and trotted on hard, level ground in order to detect gross abnormalities of gait and action and then re-examined.

Stage 3 – Strenuous Exercise

The animal is given sufficient strenuous exercise and then re-examined:
(1) To make it breathe deeply and rapidly so that any unusual breathing sounds may be heard;
(2) To increase the action of the heart so that any abnormalities may be more easily detected; and
(3) To tire the animal so that strains or injuries may be revealed by stiffness or lameness after a period of rest.
The exercise must be by way of both lunging and with a rider on the horse's back.

Stage 4 – A period of rest

The horse is allowed to stand quietly for a period. During this time, the breathing and the heart are checked as they return to their resting levels.

Stage 5 – The second trot and foot examination

The horse is walked and trotted again, turned sharply and backed, in order to reveal abnormalities exacerbated by the strenuous exercise stage.

The form on page 4 of the VDA-EHC is an instruction from the owner, prospective purchaser or lawful agent to the examining veterinarian to omit stages 3, 4 and/or 5 of the full examination and indemnifies the veterinarian against any consequences arising out of abnormalities not revealed during the limited examination.

(Continued on Page 2…)

(…Continued from P 1)

[Only to be completed by clients seeking a <u>limited</u> examination]

I,

_____

(Full Names)

of

_____

(Address)

as the prospective buyer/lawful agent of the buyer *(delete whichever not applicable)*

hereby request Dr _____to perform an examination,
(Veterinarian's name)

limited to stages one, two, _____ as described on page 3 of this certificate,

on the horse described on page 1 of this certificate, for the following reason(s):

_____

and which I am purchasing / insuring *(delete whichever is not applicable)* for death cover only

The horse is owned by:

_____

Owner's name)

of

_____

(Owner's address)

I acknowledge that the extent of this limited form of examination has been explained to me prior to the examination taking place. I accept and understand that such limited examination may not reveal certain conditions which may have been discovered during the course of a full 5-stage examination.

Dated this _____ day of _____ 20_____

Signed: _____ Witness: _____

(Continued on Page 3…)

(…Continued from P 2)

[To be completed by vendors]

I,

_____

(Full Names)

of

_____

(Address)

am the legal seller/owner/vendor *(delete whichever is not applicable)* of the horse fully described on page 1 of this Health Certificate, and I hereby give permission for

Dr _____ to examine the horse.
(Veterinarian's name)

1. How long have you been the owner of this horse? _____
2. Have you been in daily contact with this horse throughout your ownership? □ Yes □ No
3. Has the horse received its required vaccinations in the preceding year? □ Yes □ No
4. Has the horse had any ailments in the preceding year? □ Yes □ No
5. Has the horse been under veterinary care in the preceding year? □ Yes □ No
6. Has the horse been given any drugs in the last three months? □ Yes □ No
7. Does the horse have any vices? □ Yes □ No
8. Has the horse been bred, or had the opportunity to breed, in the preceding year? □ Yes □ No
9. Have any horses on the same premises suffered from any infectious or contagious ailments or diseases? □ Yes □ No
10. Has this horse been transported in the preceding year? □ Yes □ No

<u>If No to Question 2 & 3 or Yes to Questions 4-10, please describe fully (please continue on the back of this page if there is insufficient space):</u>

_____

_____

_____

(…Continued on Page 4)

(…Continued from P 3)

I am aware or have fully researched this horse's background and history, and warrant that the following is a complete disclosure of all the conditions, illnesses and pathology present in this horse known to me *(Please continue writing on the back of this page if there is insufficient space):*

_____

_____

_____

_____

_____

I warrant that the answers above are true and complete. I acknowledge that should any information to the contrary be discovered, that this absolves the veterinarian from any liability. I understand that the aforesaid vet expresses an opinion only on what is reasonably visible at the time of examination and cannot be held liable for damages arising from conditions or pathology that is not reasonably visible at this time. I also understand that the veterinarian cannot be held liable for conditions and pathology that are present but deteriorate or undergo a change in nature after the examination.

Dated this _____ day of _____ 20____

Signed:

_____ _____

Witness Seller/Owner/Vendor