



NATIONAL VETERINARY LAW GROUP AT
MANDELBAUM BARRETT PC



Veterinary Law
Newsletter
Volume 25

What's Inside!

I. Featured Articles

- Veterinary Non-Competes: A Legal Update
- Safeguarding Client Information: 5 Essential Cybersecurity and Privacy Measures for Veterinary Practices
- Associate Buy-Ins: Buying Your Employer's Veterinary Practice
- Associate Buy-Ins: Selling Your Veterinary Practice to an Associate
- Peter Tanella and Brent Pohlman Co-Author Article for Today's Veterinary Business Discussing Nondisclosure Agreements

II. Client Spotlight – PRISM “Changing the Way We View Animal Health”

III. Industry Spotlight – Alera Group / Veterinary Division

IV. Industry Insights – Preventive Vet, Helping Vets / Supporting Vets

V. Recent Events

VI. Upcoming Events

VII. In the News

FEATURED ARTICLES



Veterinary Non-Competes: A Legal Update

The veterinary industry has been abuzz about non-compete agreements (NCAs) for some time now.

Should they be used? Should they go away? Are they enforceable?

This is obviously a controversial topic, and it's evolving quickly. As attorneys, we can't advocate for or against NCAs, but we can provide an update so you understand recent legal developments at the state and federal levels.



The Federal Trade Commission's Proposed Rule to Prohibit NCAs

One such development is the Federal Trade Commission's (FTC) proposed rule to prohibit NCAs. The proposal was made in response to President Biden's July 2021 Executive Order, which was intended to prevent NCAs for low-wage earners and to prohibit employers from presenting an NCA before an individual can accept a position or promotion.

Should the FTC's rule be issued in its current form:

- **It would supersede any state statute, regulation, order, or common law standard, prohibiting NCAs—even in states with specific statutory schemes.**
- **It would prevent employees from having to repay training costs if the individual terminates employment within a certain time period unless the employer can demonstrate that costs incurred by the employee validate the repayment.**
- **All existing NCAs will become void 180 days following the final publication date.**
- **Employers will have to provide written or electronic notice to their employees who are under an NCA to ensure they are aware that they can seek employment with their employer's competitors or launch their own business in competition with their employer.**
- **Since the FTC's proposed rule is more extensive than the Biden administration's Executive Order, changes to minimize the scope may be made before the final publication. Regardless, until the proposed rule goes into effect, NCAs remain valid and enforceable in most states and are governed by state law.**

Restrictive Covenants: A Crash Course

In veterinary medicine, restrictive covenants have been designed to prevent an associate and/or key personnel from competing with their former practice, soliciting clients, and using confidential information for a reasonable time period after their employment at the practice has ended.

Restrictive covenants include:

- **Non-compete agreements** — NCAs prevent employees from providing competitive services similar to those offered by their prior employer. For example, an equine practice owner prohibiting a previous associate from joining another equine practice, but not a small animal practice, since small animal medicine doesn't compete with equine medicine.
- **Non-solicitation clauses** — These restrictions prevent employees from soliciting clients, referral sources, or other employees away from a practice. Solicitation can include sending direct mail to the previous employer's client list, circulating print or online advertisements, and encouraging other employees to leave the current practice to work for or with a veterinarian who has left. These restrictions are typically effective for one to two years, regardless of geographic location.
- **Non-disclosure covenants** — Non-disclosure or confidentiality agreements prevent employees from using or disclosing confidential information such as client lists, fee schedules, marketing strategies, financial information, and trade secrets.
- **Non-treat agreements** — In states where permissible, non-treat agreements allow an associate to work at a competing practice, but with the restriction that they cannot treat pets belonging to clients of their previous employer. These are typically effective for one to two years.

Is That Restrictive Covenant Enforceable?

To be considered enforceable, restrictive covenants must be signed by both parties, and the language must be clear, unambiguous, and not open to question. In cases of uncertainty, courts often rule in favor of the employee to prevent restricting the employee's ability to earn income.

If you choose to include restrictive covenants in your employment contracts, or if you are an employee considering signing a contract that includes one or more restrictive covenants, it's important to know your state's laws. Some states, including California, North Dakota, Oklahoma, and Washington D.C., have enacted legislation that effectively bans NCAs. And, in other states, they can only be used in particular circumstances.

When In Doubt, Get Legal Advice

When it comes to restrictive covenants, there's a lot to unpack. The law continues to evolve around this issue, and our team will closely monitor it and provide updates as they arise. If you have questions about restrictive covenants, don't hesitate to [reach out to the National Veterinary Law Group at Mandelbaum Barrett PC](#).

Safeguarding Client Information: 5 Essential Cybersecurity and Privacy Measures for Veterinary Practices

In an era where technology permeates every aspect of business, ensuring the confidentiality and security of client data has become a paramount concern for veterinary practices. The digital age has brought with it numerous benefits,

but it has also opened the doors to new threats and vulnerabilities. Just as you diligently care for animals, it's imperative to extend the same level of diligence to protecting client information. This article outlines five major cybersecurity and privacy considerations that veterinary practice owners should prioritize to safeguard client data and maintain the trust of their clientele.



1. Robust Data Encryption: Shielding Client Data from Prying Eyes

TIP: Encrypt Data. Shield client data using encryption for safe storage and communication.

Problem: Unencrypted Data Interception

- Without encryption, data sent between your practice's computers and servers can be intercepted by cybercriminals during transmission, potentially exposing client medical records, personal details, and payment information.

Solution: Implement Transport Layer Security (TLS)

- Utilize protocols like TLS to encrypt data during communication, ensuring that any intercepted data remains indecipherable to unauthorized individuals.

In the realm of cybersecurity, data encryption stands as the foremost line of defense. Encryption converts sensitive information into unreadable code, making it incomprehensible to unauthorized parties. To ensure comprehensive protection, employ encryption protocols for both data in transit and data at rest. For communication purposes, rely on Transport Layer Security (TLS) or Secure Sockets Layer (SSL) protocols to encrypt data as it travels between your practice's systems and devices. Likewise, implement Advanced Encryption Standard (AES) or similar encryption algorithms to secure data stored on servers or in databases. Regularly update encryption methods to align with industry best practices and stay ahead of evolving cyber threats.

2. Access Control and Authentication: Limiting Unauthorized Access

TIP: Control Access. Limit who can access sensitive data and employ multi-factor authentication.

Problem: Unauthorized Data Access

- Insufficient access controls can lead to unauthorized personnel gaining access to sensitive client information, putting client confidentiality at risk.

Solution: Role-Based Access and Multi-Factor Authentication (MFA)

- Assign different access levels based on job roles to ensure that only authorized individuals can access specific client data.
- Implement MFA, requiring employees to provide multiple forms of verification (e.g., password and smartphone code) before accessing sensitive data, reducing the risk of unauthorized access.

Controlling access to client data is a critical aspect of cybersecurity. Implement strict access controls that govern who can access and modify sensitive information within your practice's systems. This entails granting permissions based on job roles and responsibilities. Multi-factor authentication (MFA) is a crucial mechanism to enhance access security. With MFA, users are required to provide multiple forms of verification before gaining access to systems or applications. This extra layer of protection mitigates the risks associated with stolen passwords or compromised accounts. Regularly review and update user access privileges to prevent unauthorized access due to changes in roles or responsibilities.



3. Regular Software Updates and Patch Management: Preventing Known Vulnerabilities

TIP: Stay Updated. Regularly update software to patch known vulnerabilities and deter cyber threats.

Problem: Exploitation of Software Vulnerabilities

- Failing to update operating systems, applications, and security software can lead to cybercriminals exploiting known vulnerabilities to gain unauthorized access or compromise client data.

Solution: Patch Management

- Establish a process to regularly update software with security patches to address known vulnerabilities, ensuring that your systems are fortified against potential breaches.

Outdated software is a proverbial open door for cybercriminals. Hackers often exploit known vulnerabilities in software to gain unauthorized access to systems. To counter this threat, establish a robust process for regularly updating operating systems, applications, and security software. Employ automated tools to identify and apply patches promptly, ensuring that your systems are fortified against known vulnerabilities. Test patches in a controlled environment before deploying them to production systems to minimize disruption while maximizing security.

4. Employee Training and Awareness: Building a Human Firewall

TIP: Train Staff. Educate your team to identify and counteract cyber risks, building a human firewall.

Problem: Phishing Attacks and Social Engineering

- Lack of cybersecurity awareness among staff can lead to successful phishing attacks or manipulation through social engineering, potentially resulting in data breaches.

Solution: Cybersecurity Training

- Conduct regular training sessions to help staff recognize and respond to phishing attempts, social engineering tactics, and other common cyber threats, empowering them to be the first line of defense.

Technology can only offer protection to the extent that it's properly utilized. Your staff plays a pivotal role in maintaining cybersecurity. Equip them with the knowledge and skills to recognize and thwart common cyber threats such as phishing attacks and social engineering tactics. Conduct regular training sessions that cover secure data handling practices, password hygiene, and incident reporting procedures. Simulated phishing drills can help gauge the effectiveness of training efforts and identify areas for improvement

Foster a culture of cybersecurity awareness where employees feel empowered to report potential security incidents without fear of reprisal.

5. Robust Data Backup and Incident Response Plan: Preparing for the Worst

TIP: Prepare for Breaches. Develop an incident response plan and backup strategy to mitigate potential damage.

Problem: Data Breaches and Data Loss

- In the event of a cyberattack or data breach, the absence of a well-defined incident response plan and inadequate data backup can lead to extended downtime, loss of critical data, and reputational damage.

Solution: Incident Response Plan and Data Backup

- Develop an incident response plan outlining specific steps to take when a breach occurs, including communication protocols, responsibilities, and compliance with legal requirements.

Regularly back up client data to secure offsite locations or cloud services, ensuring data can be restored in case of a breach or data loss event.

No matter how stringent your cybersecurity measures, breaches can still occur. A solid data backup strategy is your lifeline in the face of such incidents. Regularly back up client data to secure offsite locations or cloud services. Test data restoration processes periodically to ensure data integrity and retrieval capabilities. Furthermore, develop a comprehensive incident response plan (IRP) to guide your team through the steps to take in case of a data breach. Assign specific responsibilities to key personnel, establish communication protocols, and collaborate with legal and IT experts to ensure compliance with data breach notification laws and a swift, well-coordinated response.

By addressing these specific challenges with corresponding solutions, veterinary practices can proactively enhance their cybersecurity and privacy measures, safeguarding client information and fostering a resilient practice environment.

Conclusion

Safeguarding sensitive client information is not only an ethical obligation but also a strategic investment in the longevity and reputation of your practice. Remember, the effort you invest in cybersecurity today lays the foundation for a secure and thriving practice in the future. By addressing these specific challenges with corresponding solutions, veterinary practices can proactively enhance their cybersecurity and privacy measures, safeguarding client information and fostering a resilient practice environment. In an industry built on trust and care, cybersecurity is an integral part of maintaining that trust. Adopting and implementing robust data encryption, access controls, software updates, employee training, and incident response planning, veterinary practices will create a resilient, defensible cybersecurity framework.



WANT JUST THE TIPS?

Securing client information is a shared responsibility that veterinary practices must uphold with the same dedication as animal care. To fortify your practice's cybersecurity posture, remember these five crucial steps:

1. **Encrypt Data:** Shield client data using encryption for safe storage and communication.
2. **Control Access:** Limit who can access sensitive data and employ multi-factor authentication.
3. **Stay Updated:** Regularly update software to patch known vulnerabilities and deter cyber threats.
4. **Train Staff:** Educate your team to identify and counteract cyber risks, building a human firewall.
5. **Prepare for Breaches:** Develop an incident response plan and backup strategy to mitigate potential damage.

What Should Be Included in a Veterinary Clinic's Information Security Policy?

Associate Buy-Ins: Buying Your Employer's Veterinary Practice

While it may seem like more and more veterinary practices are being purchased by corporate groups, there are still many privately owned practices... and many veterinarians who are interested in practice ownership. If you love the privately owned practice where you work as an associate and have dreams of one day being a business owner yourself, consider an associate buy-in.

What is an associate buy-in?

Also known as a phased buy-in, an associate buy-in occurs when a practice owner and associate agree that the associate will buy a percentage of the practice over a predetermined period. After this time, the associate becomes a partner or buys out the owner's remaining interest and assumes practice ownership. While the initial associate employment agreement may mention the potential for ownership, a formal buy-in agreement prepared by an **experienced attorney** is important to ensure the transition is negotiated properly. Before you purchase the practice you're working for, keep the following considerations in mind.

1: Will this be a good partnership fit?

Being offered the opportunity to buy into a practice is an exciting prospect, but don't get stuck in a situation you aren't happy with. Ensure the practice itself and your potential co-ownership responsibilities are a good fit. Ask yourself:

- Do you and the practice owner have a good relationship?
- Do you agree with the practice's standards of care?
- Are you comfortable with the practice culture and business philosophy?
- Are you prepared for the financial risk practice ownership presents?
- Are you willing and able to fulfill co-ownership management responsibilities?



2: Do your due diligence.

Evaluate all aspects of the practice to ensure the information the seller—your employer—has provided is accurate. Be sure to:

- Review tax returns, bank statements, financial statements, profit-and-loss statements, and practice collections for at least the past two years. Also evaluate ongoing expenses, assets, and liabilities. Get the help of a certified public accountant (CPA) for this.
- Evaluate real estate and equipment lease agreements and vendor contracts. Ensure federal and state licensing requirements are met, and check for liens against the practice's assets.
- Look into how the practice is managed, if the equipment is up-to-date and in good working order, and if the patient base has been represented accurately.

3: Ask for a veterinary-specific practice valuation.

Coming to an agreement about a fair purchase price is critical to avoid disagreements and potential lingering animosity. Ensure you and the owner agree on a non-biased, veterinary practice valuation specialist to determine the practice's value.

A lot goes into a veterinary practice's value, including:

- Location
- Revenue
- Assets
- Practice stability
- Goodwill and reputation
- Growth potential

Be sure that you're getting a fair price, and that you understand how the valuation specialist determined that price.

4: Think about the deal structure and financing.

You and your employer need to agree on the deal structure and financing terms. As an associate buying into a practice, you'd typically pay a portion of the initial purchase price—usually 10% to 20%—upfront and the remainder over time depending on the promissory note terms.

Seller versus institutional financing

In some cases, the practice owner finances the buy-in, which usually involves a first lien position on the owner's practice assets. This option may not be preferred by the practice owner because if the associate defaults, the bank can foreclose on the entire practice.

Sweat Equity

One structuring option is for the associate's contribution to the practice over a predetermined time period to factor into how much ownership interest he or she receives.

Different structuring options may be preferred by different parties because of potential tax benefits. Work with an attorney or tax professional to determine the option that's most advantageous to both parties.

5: Have the agreements drafted by an attorney.

Once the business terms are established, appropriate agreements must be drafted to execute the buy-in. These generally include:

- Purchase agreement — The purchase agreement sets forth the buy-in terms, such as ownership interest percentage, purchase price, loan contingencies, practice liabilities, due diligence, practice representations, and indemnifications.
- Partnership agreement — The partnership agreement addresses how the practice will be managed and who will be responsible for the practice operations. This agreement also should address the practice owner's exit strategy.
- Employee agreement — Employee agreements should be drafted for each veterinarian. They should describe how the veterinarian will be compensated and what benefits they will receive. These agreements also should set forth the established restrictive covenants the veterinarian must comply with in case of termination.

6: Think about any potential restrictive covenants.

During the negotiating process, **restrictive covenants** should be addressed. While many view them as negative, restrictive covenants can protect a co-owner if the departing co-owner decides to compete with the practice.

Purchasing a practice is a huge undertaking. If you're an associate interested in purchasing a practice, lean on the [National Veterinary Law Group at Mandelbaum Barrett PC](#) for help.

Associate Buy-Ins: Selling Your Veterinary Practice to an Associate

Selling your veterinary practice can be financially, legally, and emotionally complicated. And, while selling to an associate certainly has its benefits, there are still plenty of complications you need to be prepared for. Before you sell your practice to an employee, take the following steps to ensure a smooth transition for everyone involved.



1: Assemble the right team.

Don't attempt to sell your practice without the right people on your side. At least two years prior to selling, assemble a team of professionals to keep all your T's crossed and your I's dotted. On your team, be sure to include a lawyer, accountant, banker, practice valuation specialist, and mentor who has been through the experience.

2: Know your practice's worth, and price it right.

No one likes talking about money, but just because you're selling to an employee, doesn't mean you shouldn't get a fair price for the business you've built. As soon as you've assembled your transition team, get your practice appraised by a veterinary-specific valuation expert. Knowing the true value of your practice will help you determine the price, financing, and transition terms.

Practice valuations are complicated. Here are some terms you should know:

- **Earnings before interest, taxes, depreciation, and amortization (EBITDA)** — EBITDA minus the estimated average spent each year on equipment is a good starting point to determine the practice's profitability.
- **Seller's discretionary earnings (SDE)** — The SDE is calculated by combining the EBITDA with the practice owner's income and benefits.
- **Net income** — Take the practice's earnings minus its expenses to determine the net income.
- **Net tangible assets** — This is the fair market value of the practice's property that can be seen, weighed, touched, and measured (e.g., real estate, equipment, supplies, product inventory, accounts receivable).
- **Intangible assets** — These assets can't be touched or measured (e.g., client list, patient medical records, an experienced staff, a positive reputation in the community).

Some other factors that can affect a practice's value include its location and type, as well as the demographics of its clients. Once you know your practice's worth, you can decide on a fair sales price.

3: Determine what percentage of the practice you want to sell, and how the practice will be managed going forward.

Whether you want to retire after you sell or continue working full- or part-time, consider the following:

- What percentage of the practice will you sell to your associate?
- Will your associate have the option to purchase additional equity in the future?
- Will you retire or continue working? If you want to continue working, will you work full- or part-time?
- How do you plan to phase out of practice?
- Does your associate want you to have a fixed retirement age or date?
- How will management decisions be made going forward? Consider establishing a transition period during which you'll work together to make decisions before you relinquish full control. This will help your associate learn to make difficult decisions, as well as give the team time to view the new owner as an authoritative figure.

Be upfront with your associate about your future plans throughout the negotiation process.

4: Draft a letter of intent.

A letter of intent (LOI) outlines the preliminary agreements and understandings of a potential practice purchase transaction. An LOI is not enforceable by law except that it may mandate that the details of the deal can't be discussed, or may ensure the seller doesn't entertain other offers until the LOI has expired. The LOI should be as detailed as possible and should include essential terms such as monetary provisions, financing, contingencies, transition, risk allocation, timing, and documentation preparation. A well-drafted LOI improves the likelihood that the transaction will proceed successfully.



5: Review the lease agreement

Leases are typically a major issue in a practice sale. Many renewal clauses are written to become null and void if the practice is sold or subleased. Your practice's physical location is an important factor in its success. Be upfront with your landlord, and negotiate the lease terms long before the sale so your associate gets a preferred term and rate, including renewal options and rent-escalation clauses.

Thinking of selling your practice to an associate? The National Veterinary Law Group at [Mandelbaum Barrett PC](#) can help facilitate a smooth transition - [give us a call](#).



Peter Tanella and Brent Pohlman Co-Author Article for Today's Veterinary Business Discussing Nondisclosure Agreements

“As a veterinary professional, you likely were presented with a document referred to as an NDA, or you discussed the need for one at some point in your career. However, not all NDAs are equal. If we dust off our copy of Black's Law Dictionary, we see an NDA, or nondisclosure agreement, defined as “a legal contract in which one or more parties agree to keep information, as a trade secret, confidential and protected for a specific amount of time.”

Nondisclosure agreements serve as deterrents to the unwanted release of critical business information. In the October/November 2023 issue of [Today's Veterinary Business](#), National Veterinary Law Group Chair, [Peter Tanella, Esq.](#) and Employment Law Partner at Mandelbaum Barrett PC, [Brent Pohlman, Esq.](#) discuss what veterinarians and practice owners need to know about NDAs in their practices.

[Read the full article here.](#)



CHANGING THE WAY WE VIEW
ANIMAL HEALTH



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Acupuncture involves the placement of tiny needles at specific points along the body. Needles are inserted only into the superficial tissues of the skin and are rarely felt by the patient during placement. The effects of acupuncture can occur almost immediately with results lasting a variety of time based on the pets condition. Most patients find it to be very relaxing, with many falling asleep.

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We are dedicated to providing innovative patient driven care while educating our clients and community on a holistic approach to healing. We empower clients to take command of their pet's health and wellness journey while shifting paradigms in conventional Veterinary care.

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Alera Group's Veterinary Team exists to provide veterinary practice owners and managers with two things: dedicated professionals experienced in finding solutions for the unique needs of animal hospitals, and access to expertise provided by national insurance brokerage and consulting firms, not often available to small and mid-size employers. Our clients offer industry-leading benefits programs and are recognized as places people *want* to work.

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RECENT EVENTS



Peter Tanella, Esq., Chair of the National Veterinary Law Group at Mandelbaum Barrett PC presented with Christopher Roccio, DVM of **Monarch Business Consulting** at the **New York State Veterinary Conference** recently. They co-sponsored and presented a dinner titled “Selling A Veterinary Practice: Current Trends & Strategies” and a breakfast titled Practice Ownership: Yes It Is Possible!” Peter and members of the National Veterinary Law Group, **Eileen Funnell, Esq.** and **Nicole Fryer** also exhibited at the show.

VMA NYC
VETERINARY MEDICAL ASSOCIATION OF NEW YORK CITY

2023 Annual Awards Reception

September 7, 2023

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The National Veterinary Law Group at Mandelbaum Barrett PC and Practice Chair **Peter Tanella, Esq.** were proud sponsors of the **Veterinary Medical Association of New York City’s** 2023 Annual Awards Reception.



RECENT EVENTS



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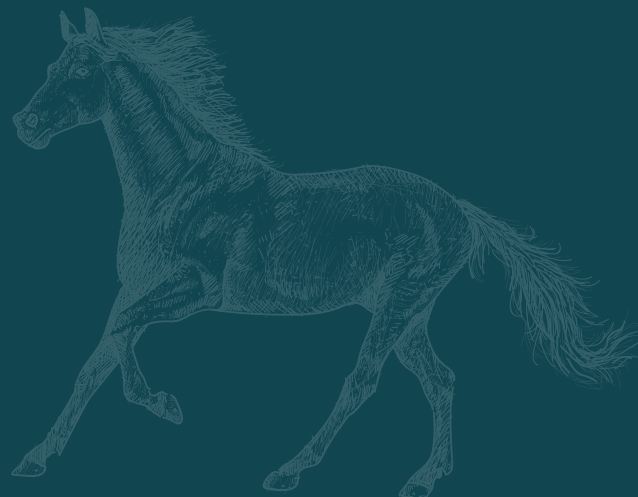
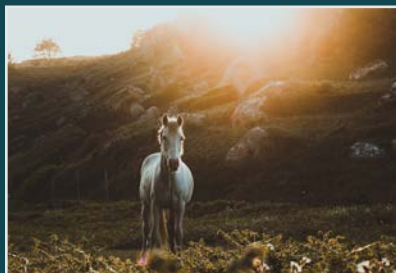
Veterinary Contract Law Seminar
October 5th, 2023
Radnor, Pennsylvania

 Peter H. Tanella | Chair
National Veterinary Law Group

Sustainability in Equine Practice Conference

Peter Tanella, Esq., Chair of the National Veterinary Law Group at Mandelbaum Barrett PC presented at the Sustainability in Equine Practice Seminar in early October. He discussed “Veterinary Contract Law” as well as hosted one-on-one sessions with attendees after the program.

The **Sustainability in Equine Practice Seminar and Retreat** was established with the purpose of fostering connections among colleagues, contributing to the equine veterinary community, and transforming our industry into a more fulfilling and sustainable field.



UPCOMING EVENTS



NEW YORK VET SHOW
NEW YORK, NEW YORK • NOV 8-9, 2023

NB NATIONAL VETERINARY LAW GROUP AT
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**Come Visit our Team at
Booth 819**

The banner features a background of the New York City skyline reflected in water. Five circular portraits of the team members are arranged horizontally across the bottom of the banner.

The National Veterinary Law Group at Mandelbaum Barrett PC is looking forward to exhibiting at the **New York Vet Show** on November 8th and 9th at the Javits Center in New York. Make sure to stop by **Booth 819** to say hello.



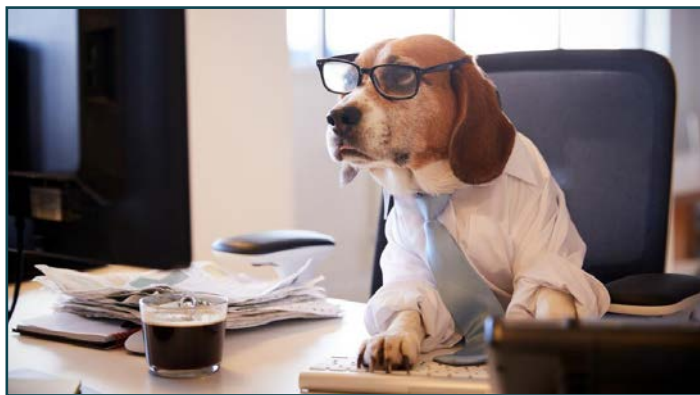
“Just Vetting”

with Peter Tanella, Esq.
New Video Series



First episode with Dr. Kendra Pope:
<https://www.mblawfirm.com/insights/just-vetting-with-peter-tanella-esq-with-guest-dr-kendra-pope/>

Introducing our new short interview series, “**Just Vetting with Peter Tanella, Esq.**” where National Veterinary Law Group Chair **Peter Tanella** catches up with current and former clients to see how their practices are going and discuss any lessons learned to share with other veterinarians and practice owners. Make sure to check out the first episode with **Dr. Kendra Pope**, board-certified veterinary oncologist and owner of **Prism Integrative Veterinary Health** in Tinton Falls, NJ.



Our Veterinary Law Blog

Our Veterinary Law Blog has a number of resources to help you manage and grow your practice. Recent articles cover management services organizations, malpractice liability, tips on staying independent and maximizing profits, and much more.

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