



Employees as Pet-Sitters: Should you be concerned?[®]

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Have you been approached by your staff, or have you heard through the employee ‘grapevine,’ or has your clientele informed you that they have been directly solicited by your employees for pet sitting opportunities? And if your Practice provides boarding services, is this adversely affecting that revenue stream? Or are you worried that your clients believe if something goes wrong while your employee is pet sitting for them, that the pet sitting activity is an extension of your Practice and it’s your fault? If ‘employees as pet-sitters’ is cause for concern, then you should clearly define whether or not your employees can pet-sit for clients and if so, determine whether it is part of an ‘Outside Employment’ and/or ‘Conflict of Interest’ policy to allow such activities.

If you do not provide boarding services, and are not interested in having this employee activity as a practice extension service to your clients, then within your ‘Outside Employment’ policy, we suggest you incorporate a non-solicitation provision with the following wording:

‘Employees are not permitted to directly solicit the Practice’s clients for pet sitting opportunities (which are defined as routine, non-medical care given to a client’s pet either within the client’s or employee’s residence to include but not limited to walking, feeding, grooming, house sitting, etc.). Employees may post on the waiting room bulletin board, their information and availability for pet sitting services as an independent contractor. The advertisement for pet sitting services must be approved by the Practice Manager prior to posting. If a client approaches an employee for pet sitting services directly or in response to the advertisement in the waiting room, the employee must disclose (in writing) the name of the client engaging the pet sitting services to the Practice Manager (prior to providing the pet sitting services), and must sign an indemnification agreement that protects the Practice. Employees must provide the Practice Manager with a list of the Practice’s clients who have used, use, or intend to use their pet sitting services and the Practice may require employee to discontinue providing pet services to the client, if it determines in its sole discretion that the activity is not in the best interest of the Practice. If the Practice determines that an employee’s outside employment interferes with his or her job performance or ability to meet the needs of the Practice and its clientele, the employee may be asked to terminate the outside employment if he/she wishes to remain employed with the Practice.’

This policy permits employees to provide pet sitting services to the Practice’s clients without directly soliciting them. Additionally, it clarifies the independent contractual relationship, and even though the pet sitter is an employee of the Practice, the pet sitting services

are not under the auspices of your Practice. The employee who is engaged to pet-sit for one of the Practice's clients should inform the Practice of the client's name and must sign an indemnification agreement with the Practice to acknowledge that the pet sitting services are not within the scope of his/her employment with the Practice. Why? In case there are any allegations by the client of mistreatment, theft, etc., the Practice needs to distance itself from the business arrangement and ensure the employee and not the Practice is responsible to the client. Additionally, as with any outside employment, it should not impact the performance of the employee's duties for the practice.

If your Practice does offer boarding services, the provision of a "competing" service by your employees poses a conflict of interest, which should be addressed in your employee manual with the following language incorporated into your 'Conflict of Interest' policy:

'Employees are not permitted to directly/indirectly solicit clients for pet sitting opportunities. If a client approaches an employee, the employee must disclose such pet sitting opportunities to the Practice Manager. The employee must provide the Practice Manager with a written request from the client acknowledging that the pet sitting is provided as an independent, contracted service and the employee must obtain approval from the Practice Manager. The employee (prior to providing the pet sitting services) must sign an indemnification agreement that protects the Practice. Even after obtaining approval, if the Practice determines that an employee's outside employment interferes with his or her job performance or ability to meet the needs of the Practice and its clientele, the employee may be asked to terminate the outside employment if he/she wishes to remain employed with the Practice.'

In general, a conflict of interest is any interest, relationship or activity that competes or is incompatible with the best interests of the practice or which potentially might adversely affect the services of the practice. If your Practice provides boarding, then your employees who pet-sit have the responsibility to notify the Practice Manager to obtain consent to enter into or be permitted to continue such activity.

Pet sitting by your employees should be addressed to ensure that there is no misunderstandings about the scope of services and whether it creates a conflict of interest with the services provided by the practice. A well-thought out and documented policy ensures the risks associated with such activities are identified and properly allocated between the employer and employee and provides clarity to the clients that their business relationship is with the employee, not the practice.