Referring-Physician Liability Position

How JetPatient's per-case liability wrap interacts with a referring physician's clinical-decision exposure

Audience. *Medical directors, chief medical officers, in-house counsel, and outside malpractice carriers (TMLT, Coverys, MagMutual, ProAssurance) at Direct Primary Care networks and other care-delivery groups considering a JetPatient partnership. This document is a position statement, not legal advice; partner counsel should review against the partner's specific policy and state regulatory environment.*

1. The clinical decision being made

When a partner physician refers a member to JetPatient's bundled-care international network, the referring physician is making one clinical decision: **that the procedure in question is appropriate for the member and that referral to a credentialed JetPatient surgeon is a reasonable care option.** The referring physician is **not** opining on the operative technique, surgical judgment, or post-operative management of the receiving surgeon — those decisions are made and documented by the JetPatient-credentialed operating physician under their own professional liability cover.

2. JetPatient's per-case liability wrap

Wrap policy	Per-case medical-tourism reinsurance wrap underwritten through a JetPatient program with an A-ra
Triggers	Surgical complication, in-hospital adverse event, post-discharge complication identified within 90 da
Coverage limits	Per-event limit $5,000,000; aggregate $25,000,000 per partner per year. Higher limits available on
Referring physician	The wrap names the referring physician as an additional indemnified party for the referral decision (
Receiving surgeon	The operating surgeon's own professional liability cover applies to operative judgment; JetPatient's
Reinsurance	JetPatient retains a 10% participation; balance is reinsured through Lloyd's of London syndicates.

3. What the referring physician must document

To preserve the indemnification described in §2, the referring physician must complete three documentation steps inside their existing EMR workflow. Each is a single discrete action; cumulative time impact is under three minutes per referral.

3.1 The clinical-appropriateness note

A brief encounter note documenting (a) the diagnosis warranting the procedure, (b) the member's understanding of the JetPatient option and the domestic alternative, (c) confirmation that the member has no clinical exclusions per JetPatient's published candidacy criteria. JetPatient supplies a one-paragraph smart-phrase template for Elation, Hint, Atlas.md, AthenaOne, and Epic.

3.2 The shared-decision acknowledgment

A member-signed acknowledgment that the JetPatient option was presented alongside the domestic option and the member elected to proceed. JetPatient provides the form in English and Spanish; the form is auto-stored to the EMR encounter and to the JetPatient record.

3.3 The handoff transmission

A FHIR R4 transmission (or PDF fallback) of the member's relevant history and active medication list to the JetPatient coordinator. This is the formal transfer-of-care marker; from that point the operating surgeon owns the intra-operative and immediate post-operative care.

4. State regulatory considerations

Texas	Texas Medical Board's position on cross-border referrals is consistent with the standard 'referral to
California	Cal. Bus. & Prof. Code §2052 (corporate practice of medicine) compliance: referring physician
Florida	Fla. Stat. §456.0575 (informed-consent for procedures) satisfied by §3.2 acknowledgment. No phys
New York	Public Health Law §238 (anti-self-referral): not applicable — JetPatient is not a referring physician;
All states	JetPatient's per-case fee to the partner network is structured as a care-navigation service fee, not a

5. What the partner network's malpractice carrier should know

JetPatient maintains active dialogue with the leading US medical-malpractice carriers serving DPC networks (TMLT in Texas; Coverys and MagMutual nationally; ProAssurance in the Southeast). A standardized carrier-notification letter is available; partners are encouraged to submit it during their next policy review cycle. The letter is structured to support a Class 1 referral activity classification — i.e., the JetPatient referral activity does not require a premium uplift or coverage rider for the typical DPC practice profile.

If the partner's carrier requires a separate endorsement, JetPatient covers the incremental premium for the first contract year as part of the Founding Partner Program. See the Founding Partner Term Sheet for terms.

6. Adverse-event escalation

On notification of any Sev-1 adverse event involving a partner-routed member, JetPatient activates a 24×7 medical-affairs response within 60 minutes and engages the partner's designated clinical contact. The partner physician of record is included in the response loop from the first call. Crisis-comms support (drafted joint statement, retained PR-firm activation, member-family liaison) is included at no additional cost and is described in the Member Experience Promise and the MSA.

7. Disclaimer and use

This position statement is intended as a starting point for partner-counsel review. It does not constitute legal advice, does not modify the partner's professional liability policy, and does not bind the partner's malpractice carrier. Counsel should review against the partner's specific policy and the regulatory regime of the jurisdictions in which the partner operates.

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