



State of Wisconsin
Governor Scott Walker

Department of Agriculture, Trade and Consumer Protection
Ben Brancel, Secretary

VETERINARY EXAMINING BOARD

CR 106 Board Room, 2811 Agriculture Drive, Madison, Wisconsin
Contact: Matt Tompach (608) 224-5024
January 25, 2016

The following agenda describes the issues that the Board plans to consider at the meeting. At the time of the meeting, items may be removed from the agenda. Please consult the meeting minutes for a record of the actions of the Board.

AGENDA

9:00 A.M. OPEN SESSION – CALL TO ORDER – ROLL CALL

A. Introductions

B. Approval of the Agenda (1-3)

C. Approval of Board Meeting Minutes of November 4, 2015 (4-8)

APPEARANCE – Department of Agriculture, Trade, and Consumer Protection (DATCP) Office of the Secretary: Sandy Chalmers, Assistant Deputy Secretary; Karley Downing, Lauren Van Buren and Dennis Fay, DATCP Attorneys; Matt Tompach, Administrative Policy Advisor; and Department of Safety and Public Services (DSPS) Attorneys Jim Polewski, Cody Wagner and Amanda Florek (by telephone). Introductions and Discussion.

D. Administrative Items

1. Boardvantage Training Demonstration/Tutorial (9:15 a.m., 45 minutes)
2. License Service Contracts
 - a) State Exam Administration
 - b) National Exam Administration
3. Late Renewals/Expired Licenses

E. Administrative Updates (9)

1. Election of Officers
 - a) Chair
 - b) Vice Chair
 - c) Secretary
2. Appointment of Liaisons, Alternates, and Delegates
 - a) Legal Services and Compliance
 - b) Education and Exams

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- c) Continuing Education Website Liaison
- d) Credentialing
- e) Legislative
- f) Travel
- g) Administrative Rules
- h) Monitoring
- i) Screening Panel
- j) Credentialing Panel

3. Delegated Authority Motions

- a) Urgent Matters
- b) Credentialing Panel
- c) Screening Panel
- d) Document Signatures
- e) Monitoring Liaison and Department Monitor (10-11)

F. Telemedicine – Discussion (12-23)

G. American Association of Veterinary State Boards (AAVSB) Matters (24-26)

- 1. Topics for Annual Meeting of the AAVSB – September 22-24, 2016 – Scottsdale, AZ

H. Legislative/Administrative Rule Matters

- 1. Rulemaking Update
 - a) Status of DSPPS Scope Statement on Definition of Surgery
 - b) Complementary and Alternative Therapies - March 3, 2015 Wisconsin Veterinary Medical Association (WVMA) letter (27-31)
- 2. Professional Assistance Procedure (PAP)
- 3. DATCP Statutory Authorities
- 4. Licensure to Work in State Diagnostic Lab

I. Future Meeting Dates

- 1. Screening Committee
- 2. Next Board Meeting April 27, 2016 (9:00 a.m.)

J. Future Agenda Items

K. Public Comments

L. Recess: Break for Lunch, Reconvene at 12:55 p.m.

CONVENE TO CLOSED SESSION to deliberate on cases following hearing (§ 19.85 (1) (a), Stats.); to consider licensure or certification of individuals (§ 19.85 (1) (b), Stats.); to consider closing disciplinary investigations with administrative warnings (§ 19.85 (1) (b), Stats.); to consider individual histories or disciplinary data (§ 19.85 (1) (f), Stats.); and to confer with legal counsel (§ 19.85 (1) (g), Stats.).

M. Deliberation on Proposed Stipulations, Final Decisions and Orders

1. 13 VET 042 – H.A.W., DVM (32-37)
2. 14 VET 032 – B.B., DVM (38-47)
3. 15 VET 024 – B.M.H., DVM (48-53)
4. 15 VET 011 – S.C.F., DVM (54-58)
5. 11 VET 039 – R.J.M., DVM (59-64)

N. Review of Veterinary Examining Board Pending Cases Status Report as of January 11, 2016 (65-66)

RECONVENE TO OPEN SESSION IMMEDIATELY FOLLOWING CLOSED SESSION

O. Open Session Items Noticed Above not Completed in the Initial Open Session

P. Vote on Items Considered or Deliberated Upon in Closed Session, if Voting is Appropriate

Q. Ratification of Licenses and Certificates

R. iPad Tutorial (30 minutes)

ADJOURNMENT



State of Wisconsin
Governor Scott Walker

Department of Agriculture, Trade and Consumer Protection
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VETERINARY EXAMINING BOARD
MEETING MINUTES
November 4, 2015

PRESENT: Bruce Berth; Diane Dommer Martin, D.V.M.; Robert Forbes, D.V.M.; Philip Johnson, D.V.M.; Dana Reimer, C.V.T; Sheldon Schall; Neil Wiseley, D.V.M.; Lisa Weisensel Nesson, D.V.M.

STAFF: From the Department of Agriculture, Trade and Consumer Protection (DATCP): Jeff Lyon, Deputy Secretary; Sandy Chalmers, Assistant Deputy Secretary; Matt Tompach, Policy Advisor; Dennis Fay, Board Legal Counsel; Karley Downing, DATCP Chief Legal Counsel and other department staff.

From the Department of Safety and Professional Services: Gretchen Mrozinski, Attorney Supervisor; Cody Wagner, Attorney; and Kimberly Wood, Program Assistant Supervisor-Advanced.

CALL TO ORDER

Philip Johnson, Chair, called the meeting to order at 9:08 am. A quorum of eight (8) members was confirmed.

APPEARANCE

DATCP Secretary Ben Brancel welcomed members of the Wisconsin Veterinary Examining Board to their first meeting at DATCP. The Board was transferred to DATCP from DSPS in the last state budget. The Secretary also introduced DATCP staff members that will be working with the Board and briefed members on administrative matters.

APPROVAL OF THE AGENDA

MOTION: Neil Wiseley moved, seconded by Sheldon Shall, to approve the agenda. Motion carried unanimously.

APPROVAL OF THE MINUTES

MOTION: Sheldon Schall Moved, seconded by Diane Dommer Martin, to amend the minutes of July 29, 2015 to include the appearance of DATCP Assistant Deputy Secretary Sandy Chalmers, State Veterinarian Paul McGraw, and Policy Analyst Loretta Slauson to discuss the transition of the board and related activities to DATCP. Motion carried unanimously.

ADMINISTRATIVE RULES HEARING

Administrative Rules Hearing – Chapter VE 10, Continuing Veterinary Education for Veterinarians and Veterinary Technicians

MOTION: Sheldon Schall moved, seconded by Neil Wiseley, to accept all Clearinghouse comments for Clearinghouse Rule VE 10, Continuing Veterinary Education for Veterinarians and Veterinary Technicians. Motion carried unanimously.

MOTION: Robert Forbes moved, seconded by Diane Dommer Martin, to authorize Philip Johnson to approve the Legislative Report and Draft for Clearinghouse Rule VE 10, Continuing Veterinary Education for Veterinarians and Veterinary Technicians for submission to the Governor’s Office and Legislature. Motion carried unanimously.

LEGISLATIVE/ADMINISTRATIVE RULE MATTERS

Future Rulemaking Priorities

Board legal counsel Dennis Fay discussed the process of rule changes versus statutory changes.

The Board requested that DATCP staff contact DSPS staff on the status of a Scope Statement regarding a rule that would delete the phrase “for therapeutic purposes” from the definition of surgery to make the definition cosmetic and reproductive surgery.

The Board requested that DATCP review a March 3, 2015 letter from the Wisconsin Veterinary Medical Association (WVMA) and consider whether complementary and alternative therapies may fall under the Board’s rulemaking authority.

AMERICAN ASSOCIATION OF VETERINARY STATE BOARDS (AAVSB) MATTERS

North Carolina Dental Board Case

The Board requested that legal counsel make a presentation on the Board’s rule-making authority based on the North Carolina Dental Board case at one of the next Board Meetings.

Facilities Inspection

The Board discussed a presentation concerning Virginia’s Facility Inspection System.

Federal Drug Administration (FDA) Animal Feed Directive

The Board discussed the veterinary feed directive by the Federal Drug Administration (FDA).

ADMINISTRATIVE ITEMS RELATED TO THE VEB TRANSFER

MOTION: Sheldon Schall moved, seconded by Bruce Berth, to switch to BoardVantage. Motion carried unanimously. The Board requested training at a future meeting, and to maintain access to the Board training documentation provided by DSPS.

Administrative Procedures Presentation

In response to a request from Neil Wiseley, Sandy Chalmers said that DATCP will submit complaints regarding both licensed and unlicensed individuals to the Screening Committee. DATCP staff will research jurisdictional authority for such cases and report back to the Board.

OPEN MEETINGS LAW AND PUBLIC RECORDS LAW PRESENTATION

Dennis Fay, Board Counsel, discussed open meetings law requirements with the Board.

Karley Downing, DATCP Chief Legal Counsel, presented on Public Records Requirements.

Recess: Break for lunch at 12:15; reconvened at 12:45.

FUTURE MEETING DATES AND TIMES FOR 2016

The Board established the following meeting schedule for 2016:

Date	Time	Room
January 25	9:00 a.m.	106
April 27	9:00 a.m.	106
July 20	9:00 a.m.	106
October 26	9:00 a.m.	106

Board members also reaffirmed December 18 for the Screening Committee meeting.

FUTURE AGENDA ITEMS

Dr. Johnson requested that Board members contact Matt Tompach about future agenda items and he will forward them to Dr. Johnson.

PUBLIC COMMENTS

No public comments at this time.

CONVENE TO CLOSED SESSION

MOTION: Sheldon Schall moved, seconded by Lisa Nesson, to convene to closed session to deliberate on cases following hearing (s. 19.85(1)(a), Stats.); to consider licensure or certification of individuals (s. 19.85(1)(b), Stats.); to consider closing disciplinary investigations with administrative warnings (ss. 19.85 (1)(b), to consider individual histories or disciplinary data (s. 19.85 (1)(f), Stats.); and to confer with legal counsel (s. 19.85(1)(g), Stats.). Philip Johnson, Chair, read the language of the motion aloud for the record. The vote of each member was ascertained by voice vote. Roll Call Vote: Bruce Berth-yes; Diane Dommer Martin-yes; Robert Forbes-yes; Philip Johnson-yes; Dana Reimer-yes; Sheldon Schall-yes; Neil Wiseley-yes; Lisa Nesson-yes. Motion carried unanimously.

The Board convened to Closed Session at 1:11 p.m.

RECONVENE TO OPEN SESSION

MOTION: Robert Forbes moved, seconded by Neil Wiseley, to reconvene to open session. Motion carried unanimously.

The Board reconvened to Open Session at 2:05 p.m.

VOTE ON ITEMS CONSIDERED OR DELIBERATED UPON IN CLOSED SESSION, IF VOTING IS APPROPRIATE

MOTION: Lisa Nesson moved, seconded by Sheldon Schall, to affirm all motions made and votes taken in closed session. Motion carried unanimously.

MONITORING MATTERS

MOTION: Sheldon Schall moved, seconded by Lisa Nesson, to grant the request of Benjamin Blandin for full licensure. Motion carried unanimously.

ADMINISTRATIVE WARNINGS

14 VET 006 (R.M.R, D.V.M.)

MOTION: Sheldon Schall moved, seconded by Lisa Nesson, to issue an Administrative Warning in the matter of DLSC case number 14 VET 006. Motion carried unanimously.

14 VET 019 (T.D., D.V.M.)

MOTION: Sheldon Schall moved, seconded by Lisa Nesson, to issue an Administrative Warning in the matter of DLSC case number 14 VET 019. Motion carried unanimously.

PROPOSED STIPULATIONS, FINAL DECISIONS AND ORDERS BY DSPS

DIVISION OF LEGAL SERVICES AND COMPLIANCE

13 VET 028 – Jagmohan Singh, D.V.M.

MOTION: Robert Forbes moved, seconded by Neil Wiseley, to accept the Findings of Fact, Conclusions of Law and Order in the matter of disciplinary proceedings against Jagmohan Singh, D.V.M., DLSC case number 13 VET 028. Motion carried unanimously.

13 VET 045 – Laurie McCabe, D.V.M.

MOTION: Lisa Nesson moved, seconded by Diane Dommer Martin, to accept the Findings of Fact, Conclusions of Law and Order in the matter of disciplinary proceedings against Laurie McCabe, D.V.M, DLSC case number 13 VET 045. Motion carried unanimously.

14 VET 006 – Elizabeth Nasal, D.V.M.

MOTION: Sheldon Schall moved, seconded by Robert Forbes, to accept the Findings of Fact, Conclusions of Law and Order in the matter of disciplinary proceedings against Elizabeth Nasal, D.V.M., DLSC case number 14 VET 006. Motion carried unanimously.

\14 VET 016 – Craig Schley, D.V.M.

MOTION: Lisa Nesson moved, seconded by Sheldon Schall, to accept the Findings of Fact, Conclusions of Law and Order in the matter of disciplinary proceedings against Craig Schley, D.V.M., DLSC case number 14 VET 016. Motion carried unanimously.

13 VET 045 – Jeffrey Schuette, D.V.M.

MOTION: Robert Forbes moved, seconded by Sheldon Schall, to accept the Findings of Fact, Conclusions of Law and Order in the matter of disciplinary proceedings against Jeffrey Schuette, D.V.M., DLSC case number 13 VET 045. Motion carried unanimously.

13 VET 037, 13 VET 037, 13 Vet 040, 14 VET 001, 14 VET 003 – Marla Lichtenberger, D.V.M.

MOTION: Diane Dommer Martin moved, seconded by Robert Forbes, to accept the Findings of Fact, Conclusions of Law and Order in the matter of disciplinary proceedings against Marla Lichtenberger, D.V.M., DLSC case number 13 VET 037, 13 VET 037, 13 Vet 040, 14 VET 001, 14 VET 003. Motion carried unanimously.

RATIFICATION OF LICENSES AND CERTIFICATES

MOTION: Neil Wiseley moved, seconded by Bruce Berth, to delegate ratification of examination results to DATCP staff and to ratify all licenses and certificates as issued. Motion carried unanimously.

ADJOURNMENT

MOTION: Diane Dommer Martin moved, seconded by Bruce Berth, to adjourn. Motion carried unanimously.

The meeting adjourned at 2:15 p.m.

2015 OFFICERS	
Board Chair	Philip Johnson
Vice Chair	Robert Forbes
Secretary	Neil Wiseley

2015 LIAISON APPOINTMENTS	
Credentialing Liaison	Robert Forbes <i>Alternate: Sheldon Schall</i>
Monitoring Liaison	Neil Wiseley <i>Alternate: Lisa Weisensel Nesson</i>
Education and Exams Liaison	Philip Johnson <i>Alternate: Sheldon Schall</i>
Legislative Liaison	Bruce Berth <i>Alternate: Neil Wiseley</i>
Travel Liaison	Philip Johnson <i>Alternate: Robert Forbes</i>
Website Liaison	Sheldon Schall <i>Alternate: Robert Forbes</i>
Rules Liaison	Neil Wiseley <i>Alternate: Diane Dommer Martin</i>
Professional Assistance Procedure Liaison	Robert Forbes <i>Alternate: Neil Wiseley</i>
Screening Panel	Brenda Nemec, Sheldon Schall, Robert Forbes, Diane Dommer Martin

**State of Wisconsin
Department of Agriculture, Trade and Consumer Protection**

AGENDA REQUEST FORM

1) Name and Title of Person Submitting the Request:		2) Date When Request Submitted:	
		Items will be considered late if submitted after 12:00 p.m. on the deadline date.	
3) Name of Board, Committee, Council, Sections:			
4) Meeting Date:	5) Attachments: <input type="checkbox"/> Yes <input type="checkbox"/> No	6) How should the item be titled on the agenda page? Monitoring: Appointment of Monitoring Liaison and Delegated Authority Motion	
7) Place Item in: <input type="checkbox"/> Open Session <input type="checkbox"/> Closed Session	8) Is an appearance before the Board being scheduled? <input type="checkbox"/> Yes (Fill out Board Appearance Request) <input checked="" type="checkbox"/> No	9) Name of Case Advisor(s), if required:	
10) Describe the issue and action that should be addressed:			
<p>1. Appointment of 2016 Monitoring Liaison</p> <p>2. Delegated Authority Motion:</p> <p style="margin-left: 40px;"><i>“_____ moved, seconded by _____ to adopt/reject the Roles and Authorities Delegated to the Monitoring Liaison and Department Monitor document as presented in today’s agendapacket.”</i></p>			
11) Authorization			
Signature of person making this request		Date	
Supervisor (if required)		Date	
Executive Director signature (indicates approval to add post agenda deadline item to agenda)		Date	
Directions for including supporting documents:			
<p>1. This form should be attached to any documents submitted to the agenda.</p> <p>2. Post Agenda Deadline items must be authorized by a Supervisor and the Policy Development Executive Director.</p> <p>3. If necessary, provide original documents needing Board Chairperson signature to the Bureau Assistant prior to the start of a meeting.</p>			

Roles and Authorities Delegated to the Monitoring Liaison and Department Monitor

The Monitoring Liaison is a board designee who works with department monitors to enforce the Board's orders as explained below.

Current Authorities Delegated to the Monitoring Liaison

The Liaison may take the following actions on behalf of the Board:

1. Grant a temporary reduction in random drug screen frequency upon Respondent's request if he/she is unemployed and is otherwise compliant with Board order. The Department Monitor will draft an order and sign on behalf of the Liaison. The temporary reduction will be in effect until Respondent secures employment in the profession.
2. Grant a stay of suspension if Respondent is eligible per the Board order. The Department Monitor will draft an order and sign on behalf of the Liaison.
3. Remove the stay of suspension if there are repeated violations or a substantial violation of the Board order. The Department Monitor will draft an order and sign on behalf of the Liaison.
4. Grant or deny approval when Respondent proposes continuing/remedial education courses, treatment providers, mentors, supervisors, change of employment, etc. unless the order specifically requires full-Board approval. The Department Monitor will notify Respondent of the Liaison's decision.
5. Grant a maximum 90-day extension, if warranted and requested in writing by Respondent, to complete Board-ordered CE, pay proceeding costs, and/or pay forfeitures upon Respondent's request.

Current Authorities Delegated to the Department Monitor

The Department Monitor may take the following actions on behalf of the Board, draft an order and sign:

1. Grant full reinstatement of licensure if CE is the sole condition of the limitation and Respondent has submitted the required proof of completion for approved courses.
2. Suspend the license if Respondent has not completed Board-ordered CE and/or paid costs and forfeitures within the time specified by the Board order. The Department Monitor may remove the suspension and issue an order when proof completion and/or payment have been received.

Clarification

1. In conjunction with removal of any stay of suspension, the Liaison may prohibit Respondent from seeking reinstatement of the stay for a specified period of time. (This is consistent with current practice.)

**State of Wisconsin
Department of Agriculture, Trade and Consumer Protection**

AGENDA REQUEST FORM

1) Name and Title of Person Submitting the Request: Dr. Forbes		2) Date When Request Submitted: January 4, 2016	
		Items will be considered late if submitted after 12:00 p.m. on the deadline date.	
3) Name of Board, Committee, Council, Sections:			
4) Meeting Date: January 24, 2016	5) Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	6) How should the item be titled on the agenda page? Telemedicine - Discussion	
7) Place Item in: <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Closed Session	8) Is an appearance before the Board being scheduled? <input type="checkbox"/> Yes (Fill out Board Appearance Request) <input checked="" type="checkbox"/> No	9) Name of Case Advisor(s), if required:	
10) Describe the issue and action that should be addressed: The company vet24seven is developing telemedicine services in California and hopes to expand into Wisconsin (one of the developers is a veterinarian in Wisconsin). It may be important to prepare for this service and how it fits (or doesn't) into veterinary practice in Wisconsin.			
11) Authorization			
Dr. Robert Forbes		January 4, 2016	
Signature of person making this request		Date	
Supervisor (if required)		Date	
Matt Tompach		January 4, 2016	
Executive Director signature (indicates approval to add post agenda deadline item to agenda) Date			
Directions for including supporting documents: 1. This form should be attached to any documents submitted to the agenda. 2. Post Agenda Deadline items must be authorized by a Supervisor and the Executive Director. 3. If necessary, provide original documents needing Board Chairperson signature to the Bureau Assistant prior to the start of a meeting.			

Pet owners can get vet advice with new app

By George Avalos

gavalos@bayareanewsgroup.com

POSTED: 09/18/2015 03:28:26 PM PDT

A Bay Area company may have a solution for pet owners who want to get quick information about the health of their beloved pet.

Santa Clara-based Vet24seven.com offers virtual consultations between veterinarians and pet owners in the Bay Area and Southern California. The service was co-founded by Cal Lai, a serial technology entrepreneur, and Edward Blach, a veterinarian whose experience includes a Kentucky-based equine veterinary institute.

Vet24seven.com is a way for people with a beloved family dog, cat or other creature that appears to be out of sorts or in distress to get in touch immediately with an animal physician who is part of the Vet24seven.com network.

"We're offering people a chance to communicate with a veterinarian in a casual and more frequent fashion," said Lai, CEO. "We think most people want to ask questions of the veterinarians, often in a casual and immediate way."

Lai noted that using the app might be preferable to driving for a half hour or more with a cat screaming in the back seat or the dog barking the whole way -- not to mention the stress of pets seeing other strange animals in the waiting room.

And this service arrives at a time when more people are becoming comfortable with the concept of connecting with a physician in a virtual way instead of in person. Kaiser Permanente members have an array of opportunities to communicate with care providers through email and even exchanges of video or photo files so doing the same for the feline or canine family members is the next obvious step.

"Pets are part of the family," said Black, chief medical officer. "What consumers expect for themselves, they also are starting to expect for their pets who are family members."

People who want to use the app can download it from the company's site or from the iTunes store. Vet24seven anticipates that the app will be available before the end of this year in the Google Play store for Android devices.

Vet24seven could find fertile ground for its services, said Michael Tchong, principal analyst with San Francisco-based Social Revolution, which tracks technology trends.

"There will always be a market for people who sympathize with their pets," Tchong said. "For a lot of people, the minute something goes wrong with their pet, they have to call the doctor."

The app is easy to use and helps pet owners, said Michael Sterns, a veterinarian who owns Alta View Animal Hospital in Mountain View.

"I'm finding that this is a great service and it's easy for me to interact with pet owners," Sterns said. "The pet owners I talk to say they like the ability to reach out and find somebody conveniently."

After a customer downloads the app, they can use it to find veterinarians who are in the network.

A virtual consultation that lasts 10 to 15 minutes typically will cost about \$40, depending on the doctor involved and the nature of the ailment or inquiry, Lai estimated. Typically, the veterinarian retains 75 percent of the consultation fee and Vet24seven will keep 25 percent.

"We have several hundred physicians in the network," Lai said. "And we have 400 to 500 downloads of the app. It will pick up as people become more accustomed to using telemedicine for these pet services."

About 240 veterinarians who are based in the nine-county Bay Area are part of the Vet24seven network, the company said.

Depending on the veterinarian, if the customer decides to follow up with a visit to the vet's pet practice, some or all of the consultation fee might be credited to the cost of the in-person visit.

Spending on pets in the United States is expected to exceed \$60 billion this year, which would be 4.4 percent higher than the \$58 billion spent in 2014, according to the American Pet Products Association.

"The pet market is exploding beyond belief," Tchong said.

The largest category for pet expenditures is for pet food, which is expected to total \$23 billion, up 3.5 percent from the year before. Veterinary care is the No. 2 expenditure, at nearly \$16 billion, up 4.6 percent from the year before. The fastest-growing category was pet services such as grooming and boarding, which is expected to total more than \$5 billion in 2015, up 8.3 percent from 2014.

The Vet24seven service taps into a trend of more people using smart phones, tablets and laptops to obtain medical services, including activities such as online communications between patients and their physicians.

"We're not trying to replace a diagnostic, we're trying to get people engaged earlier in terms of medical care for their pets," said Black. "Our service is really about better care for the animal."

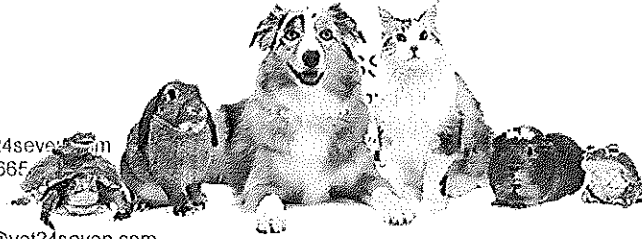
Contact George Avalos at 408-859-5167. Follow him at [Twitter.com/georgeavalos](https://twitter.com/georgeavalos).

SUPPORT**Customer Support**

Email:
customer@vet24seven.com
Phone: (650) 933-5665

Technical Support

Email: techsupport@vet24seven.com

**GET THE APP****EXECUTIVE ADVISORS****Faz Bashi, MD.**

Dr. Bashi has a research background in Immunology and Virology from UCSF. He is currently Chair of Life Science Angel's (LSA) Digital Health & Sciences Screening Committee, as well as Chair of the Angel Capital Association's (ACA) Life Sciences Syndication group. He was recently elected to serve as a Member of the ACA Board of Directors. He served as the 2013 Chair of LSA's Device Screening Committee, 2 years on the LSA Board, and is a member of the Biotech/Pharma Screening Committee. He was a founding member of HealthTech Capital where he served on the Board of Directors for a 2 year term. He is a member of Berkeley Angel Network. He is active with UCSF's CTSI external advisory board and Springboard Enterprises. He worked at San Mateo Medical Center to develop and implement special clinical projects to help the underserved, including TeleDermatology, Diabetic Retinopathy Screening, and advancements in electronic medical records. He works as a consultant to Patient Visit Redesign on workflow process improvement for community health centers, and safety net organizations across the US. He is passionate about novel technologies that improve the coordination and delivery of patient care through intelligent information brokering that enables true clinical collaboration, and is active on the Advisory Board of Tiatros. He volunteers his time with Peninsula Bridge program to help the underserved kids of East Palo Alto get inspired about their futures via education. He is committed to helping find treatments for Tinnitus, Autism, and Vascular diseases. He completed several triathlons with Team-In-Training to raise funds for the Leukemia and Lymphoma Society.

Matthew Frank, PhD.

Dr. Frank is the Founder/Director of the Skippy Frank Fund and Conferences for Translational Medicine. He has extensive experience in Biotech/Medtech Senior Positions, Start Ups, Advisory Board/Consultant and Bd of Directors.

- Genentech 1981/1982 Director Corporate Development
- Manager/Member Oatmeal Biotechnologies Group LLC
- Angel Investor (Tenex and LSA) to the Present
- Stanford Immunology Program 2002, Visiting Scholar 2006 and ITI Board, Scholar in Residence 2007 Immunology to present
- Scholar in Residence Stanford Cancer Biology 2007 to Present
- CCRTF fall programs, Cancer Biology
- Science Memberships: AACR, ASCO, SNO, SITC, ASH, AAAS, VCS

Patricia Olson, DVM, PhD, DACT, DACAW

Dr. Patricia Olson is a highly sought-after advisor to organizations and governmental agencies around the world. She helped establish many programs that foster the human-animal bond — from preventing animal and child abuse, to promoting humane dog-training methods, to advising governments and industries on humane and healthful transportation for animals worldwide. Dr. Olson served as President/CEO of Morris Animal Foundation. Dr. Olson is an advisor for several non-profit and for-profit entities and has won numerous awards for her work.

David Stevens, JD

Dave Stevens is a Silicon Valley IP attorney who represents companies from Fortune 1 companies to high tech startups, and has a committed hands-on approach to them all. Dave is an entrepreneur at heart, and treats his clients as partners and close friends. And he provides all of his clients and friends with very practical and no-nonsense advice to protect them and help them grow.

Scott Spaulding, DVM

Dr. Scott Spaulding is an Equine Veterinarian, CEO and Business Manager of Badger Veterinary Hospitals in Wisconsin. His business management skills, financial systems acumen, strategic foresight and leadership abilities allow him opportunities to educate, mentor and support entrepreneurs and professional groups. His extensive use of business social media brings him recognition as a leading expert in his rapidly changing field.

Beat Dr. Google & Let Your Voice Be heard

Attract New Clients, Increase Client Engagement And Drive Client Consultations.

Your opinion is important to animal owners.

You answer many questions daily, but the answers aren't captured and made available to others who have the same questions.

Invite your clients to join you on Ask.Vet to ask questions, to learn from resources you recommend and questions you've answered previously. Your opinions, and those of trusted colleagues, will help overcome the mess that is Dr. Google.



Improve Your Core Business

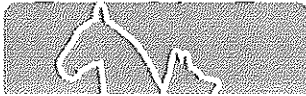
Drive more office visits with a solid method for engagement and participation. At no cost to you, Ask.Vet will help you::

- Provide convenient, state of the art communications and education tools with your clients. Take charge of the messages you want them to see. The more you engage your clients, the more loyal they will be.
- Attract new clients. Most often, new clients are referred by existing clients. Engage your clients publicly and new clients will find you as well.
- Establish your team as experts and trusted sources for information about animal care, nutrition, behavior and health.

How It Works

Veterinarians have many options to establish connections with clients and potential clients using Ask.Vet:

AskNow texting – Animal owners desire simple, convenient methods to communicate with your practice and to ask your advice. Often that advice is that the animal needs to come in for an office visit. Our AskNow texting



service makes that process simple and seamless, while allowing you to maintain privacy.

Ask.Vet community - Our powerful online community helps animal owners engage with you to get trusted advice and information to help them with the care, health, and well-being of their animals. Additionally you gain access to peer-to-peer conversation and communication. Your cost-free opportunities on the Ask.Vet community include:

- Invite your clients to join Ask.Vet and attach themselves to your practice feed
- Invite your peers to join so that they can connect, communicate with each other, share resources, help with cases, etc.
- Contribute content -- expert articles, blogs, reviews of articles on the web, product reviews, etc.
- Answer questions and communicate with animal owners
- **Join or lead groups and subscribe to feeds on specific topics in veterinary medicine**

Vet24seven video chat – At times your Ask.Vet text or online communication with potential or existing clients require a visual consult, before you recommend an office visit. Our Vet24seven video app provides real-time video chat and an easy method for you to be paid for your valuable time.

For more information about Ask.Vet and how it can help you improve your core business and beat Dr. Google, get in touch with our customer support department.

Your Name
Your Email
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Vet24seven, Inc. Terms of Service

(Effective Date: 2/5/2015)

Please read these Vet24seven, Inc.'s Terms of Service (the "Terms") carefully. These Terms describe the terms pursuant to which Vet24seven, Inc. ("Vet24seven," "we," "us" or "our") offers you access and use of the Vet24seven website(s), including the website located at www.vet24seven.com (the "Websites"), and the services and tools (including, but not limited to, mobile and other software applications) related to the Websites (collectively, the "Services"). Access to and use of the Websites and the Services are subject to the following terms, conditions and notices. By accessing and using the Services, you agree to be bound by all of the terms and conditions described in these Terms. We advise you to check this page regularly to take notice of any changes, as we may update these Terms from time to time.

Service

Vet24seven is a mobile platform and veterinary provider network that uses virtual consultations to make on-demand animal care convenient and accessible.

Eligibility

No individual under the age of eighteen (18) may use the Services, or provide any information to Vet24seven. By accessing or using the Services you represent and warrant that you are 18 years of age or older.

No Client-Professional Relationship

Your use of the Services is for general information purposes only, and is not a substitute for in-person evaluation or specific professional veterinary advice. Any information provided to you by us does not constitute veterinary or any other professional advice and does not suggest or propose a specific course of action for you. No client-professional relationship shall be formed among you and us as a result of you using the Services. The laws, regulations, other governing authorities, standards, practices and procedures that apply to your particular question or situation may differ depending on your location and information typically discovered through in-person evaluations or visits. Professionals available through the Services may be licensed, certified, educated, employed by or have experience in only particular jurisdictions or within particular fields. Communications with any professionals through the Services are not confidential and shall not be the subject of any associated privileges. Communications with veterinary professionals through the Services are inherently limited, as described above, and do not involve in-person evaluations or visits, and do not include safeguards and procedures typical of in-person evaluations and visits.

Privacy Policy

Our Privacy Policy, which sets out how we will use your information, is a part of and is governed by these Terms and is hereby incorporated by reference. We advise you to review the Privacy Policy for information and notices concerning the collection and use of your personal information.

Account Registration

As a condition to using certain features of the Services, you may be required to create an account (the "Account") and select a username and password. You agree to provide Vet24seven with accurate, complete and updated registration information during the registration process and you agree to keep this information current. Vet24seven reserves the right to suspend or terminate your Account if any information provided proves to be inaccurate, not current or incomplete. You are also responsible for maintaining the confidentiality of your Account password. For the security of your Account, you will notify Vet24seven immediately of any actual or suspected loss, theft or unauthorized use of your Account or Account password.

Ownership and Trademarks

All of the trademarks, service marks, and logos contained and used in the Service (the "Marks"), are owned by or licensed to us and our affiliates and are subject to copyright and other intellectual property rights protection under all applicable laws. Nothing in these Terms shall be interpreted as granting any license or right to use any Marks without our express written permission. Vet24seven reserves all rights with respect to copyright and trademark ownership of all material and content of the Services and will enforce such rights to the full extent of the law.

Content and Limited License

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Subject to these Terms, Vet24seven grants you a limited right to do the following: (a) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; (b) you may store files that are automatically cached by your web browser for display enhancement purposes; (c) you may print or download a reasonable number of copies of a reasonable number of pages of the Website, or reasonable amount of information obtained through the Services, for your own personal, non-commercial use and not for further reproduction, publication or distribution; (d) if we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications; and (e) if we provide social media features with certain content, you may take such actions as are enabled by such features. This grant of rights to you is limited in scope. It is non-exclusive and non-transferable. You may not modify the Content in any way or reproduce or publicly display, perform, or distribute the Content for any public or commercial purpose. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Vet24seven or its licensors, except for the licenses and rights expressly granted in these Terms.

Prohibited Uses

You agree not to do any of the following in connection with the Service:

- Upload or transmit any material that infringes or misappropriates any person's copyright, patent, trademark, or trade secret, or disclose any information that would constitute a violation of any confidentiality obligations you may have;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other forms of solicitation;
- Upload any viruses, worms, Trojan horses, logic bombs or other forms of malicious or harmful computer code, nor subject the Services' network or servers to unreasonable traffic loads or denial-of-service attacks, or otherwise engage in conduct deemed disruptive or damaging to the ordinary operation of the Services;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Use any manual or automated software, devices, or other processes or means to "crawl", "spider", "screen scrape" or otherwise monitor or copy any web pages or materials contained within Services;
- Obtain, collect, store or modify the personal information about other users or distribute such information to third-party entities for marketing purposes;
- Use the Services to violate any applicable local, state, national, or international laws or regulations (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- Decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from or sublicense the Services or any portion thereof;
- Circumvent, disable or otherwise interfere with any security features of the Services;
- Otherwise attempt to interfere with the proper working of the Services; and
- Encourage or enable any other individual to do any of the foregoing.

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YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH PAYMENT OF ANY FEE OR WITH AN IN- APP PURCHASE.

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You may link to our Website's homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

The Services may provide links or references to non-Vet24seven websites and resources. Vet24seven makes no representations or warranties regarding any other website, mobile application or third-party resources that may be referenced, accessible from, or linked to the Website. A link to a non-Vet24seven website or mobile application does not mean that Vet24seven endorses the content or use of such products or services, and you acknowledge that Vet24seven is not responsible or liable for any content, services, products, or other materials available from such websites or resources. These Terms do not apply to any non-Vet24seven websites or mobile applications. It is your responsibility to evaluate the content and usefulness of information obtained from other sites. Vet24seven expressly disclaims any liability arising in connection with your use of any websites, mobile applications or other material associated with links that may appear on the Vet24seven website or mobile application.

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You acknowledge and agree that any feedback, comments or suggestions you may provide regarding the Services (the "Feedback") will be the sole and exclusive property of Vet24seven and you hereby irrevocably transfer and assign to Vet24seven all of your right, title, and interest in and to any and all Feedback.

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You agree that you will not upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable. You acknowledge that we do not pre-screen any content, but that we shall have the right (but not the obligation) to refuse, move or delete any Content that is available via the Services. We shall also have the right to remove any Content that violates these Terms or is otherwise objectionable in our sole discretion.

Changes to this Agreement

Vet24seven reserves the right, at its sole discretion, to change, modify, amend or delete any of these Terms, or discontinue or terminate the Services or any Content or information through the Services at any time. If we modify these Terms, we will post the modification on this page at least 30 days before the effective date of the changes. We will also notify you of material changes to these Terms by sending you an email at least 30 days before the effective date of the changes to the email address you most recently provided to us. We encourage you to keep the email address you provide to us current, and to promptly notify us of any changes to your email address, so that you may receive any notices we send to you regarding material changes to these Terms. Continued use of our Services following notice of such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. If you do not agree to the new terms, you may terminate your Account within the applicable 30 day period by contacting us or by deleting your Account from the Services.

Management of the Services; Termination and Account Cancellation

We reserve the right, but do not undertake the obligation to: (a) monitor or review the Services for violations of these Terms and for compliance with our policies; (b) report to law enforcement authorities and/or take legal action against anyone who violates these Terms; (c) refuse, restrict access to or the availability of, or remove or disable (to the extent technologically feasible) any Content or any portion thereof that may violate these Terms, the law or any of our policies without prior notice to you; (d) manage the Services in a manner designed to protect our and third parties' rights and property or to facilitate the proper functioning of the Services; (e) screen our users, or attempt to verify the statements of our users; and/or (f) monitor disputes between you and other users or to terminate or block you and other users for violations of these Terms. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION, AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION, FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THESE TERMS, OR OF ANY APPLICABLE LAW OR REGULATION.

You may cancel your Account at any time by sending us an email at: moc.neves42tev@eracremotsuc.

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Indemnity

You agree to defend, indemnify and hold harmless Vet24seven and its affiliates from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorney's fees, resulting from your violation of these Terms or any applicable law, or any breach of your representations and warranties set forth herein.

Limitation of Liability

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR OWN RISK. VET24SEVEN SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST INCOME, LOSS OF DATA OR LOSS OF USE ARISING OUT OF THE USE OR THE INABILITY TO USE THE SERVICES, WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY OR OTHERWISE, EVEN IF VET24SEVEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR COLLECTIVE CONTENT IS LIMITED TO \$100. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Controlling Law

These Terms shall be governed by the laws of the State of California, USA excluding rules regarding conflict of laws. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

Entire Agreement

These Terms, along with the Privacy Policy, constitute the entire agreement between you and Vet24seven with respect to your use of the Services, and supersede any prior agreement between you and Vet24seven.

Assignment to Third Parties

Vet24seven may assign its rights and its obligations under these Terms to any third party at any time, with or without notice, including without limitation, to any person or entity acquiring all or substantially all of the assets or business of Vet24seven. You may not assign any of your rights or obligations under these Terms, in whole or in part, to any third party without prior written consent of Vet24seven.

Disputes and Arbitration

Please Read The Following Clause Carefully – It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit in Court

We are available by email at moc.neves42tev@eracremotsuc to address any concerns you may have regarding your use of the Site. Most concerns may be quickly resolved in this manner. Vet24seven will work in good faith to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations, which shall be a precondition to either party initiating a lawsuit or arbitration.

If the parties do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to the foregoing paragraph, then either party may initiate binding arbitration. All claims arising out of or relating to these Terms (including its formation, performance and breach), the parties' relationship with each other and/or your use of the Websites shall be finally settled by binding arbitration administered on a confidential basis by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the American Arbitration Association (the "AAA"), excluding any rules or procedures governing or permitting class actions. The place of arbitration shall be Santa Clara County, State of California. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of these Terms shall be subject to the Federal Arbitration Act. Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

The AAA's rules governing the arbitration may be accessed at www.adr.org or by calling the AAA at 1.800.778.7879 FREE. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, we will pay the additional cost. A request for payment of fees should be submitted to AAA along with your form for initiating the arbitration, and we will make arrangements to pay all necessary fees directly to AAA. If the arbitrator finds the arbitration to be non-frivolous, we will pay all of the actual filing and arbitrator fees for the arbitration, provided your claim does not exceed \$75,000. The arbitration rules also permit you to recover attorney's fees in certain circumstances.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in the foregoing paragraphs by sending written notice of your decision to opt-out to the following address: Vet24seven, Inc., 809B Cuesta Drive, #2132, Mountain View, CA 94040, or by email to moc.neves42tev@eracremotsuc. The notice must be sent within thirty (30) days of commencing use of the Websites, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those Sections. If you opt-out of these arbitration provisions, Vet24seven also will not be bound by them.

Claims of Copyright Infringement

If you believe that any other material provided through the Services, including through a link, infringes your copyright, you should notify Vet24seven of your infringement claim in accordance with the procedure set forth below.

We will process each notice of alleged infringement that we receive and take appropriate action in accordance with applicable intellectual property laws. A notification of claimed copyright infringement should be emailed to moc.neves42tev@eracremotsuc with a subject line: "DMCA Takedown Request". The notification must contain the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Website or the Services that is reasonably sufficient to enable Vet24seven to identify and locate the material; (iv) your contact information, such as your address, telephone number, and email address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you that the above information in your notice is accurate and under penalty of perjury that you are authorized to act on behalf of the copyright owner or the owner of an exclusive right in the material.

No Modifications by Our Employees

If any of our employees offers to modify the terms of these Terms, he or she is not acting as an agent for us or speaking on our behalf. You may not rely, and should not act in reliance on, any statement or communication from our employees or anyone else purporting to act on our behalf.

Contacting Vet24seven

If you have any questions about these Terms, please contact Vet24seven:
Email: moc.neves42tev@eracremotsuc
Phone: (650) 561-6912 (Monday-Friday, 9:00am-5:00pm Pacific Time)
Mail: Vet24seven, Inc.

**State of Wisconsin
Department of Agriculture, Trade and Consumer Protection**

AGENDA REQUEST FORM

1) Name and Title of Person Submitting the Request: Matt Tompach Executive Director		2) Date When Request Submitted: January 19, 2016 Items will be considered late if submitted after 12:00 p.m. on the deadline date.	
3) Name of Board, Committee, Council, Sections: Wisconsin Veterinary Examining Board			
4) Meeting Date: January 25, 2016	5) Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	6) How should the item be titled on the agenda page? Topics for Annual Meeting of the AAVSB – September 22-24, 2016 – Scottsdale, AZ	
7) Place Item in: <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Closed Session	8) Is an appearance before the Board being scheduled? <input type="checkbox"/> Yes (Fill out Board Appearance Request) <input checked="" type="checkbox"/> No	9) Name of Case Advisor(s), if required:	
10) Describe the issue and action that should be addressed: The AAVSB has requested that state board members devote a couple of minutes at their next Board meeting to discuss what topics or sessions members would like to see included in this year's annual meeting program, and to send the association any suggestions.			
11) Authorization			
Matt Tompach		January 19, 2016	
Signature of person making this request		Date	
Supervisor (if required)		Date	
Matt Tompach		January 19, 2016	
Executive Director signature (indicates approval to add post agenda deadline item to agenda)		Date	
Directions for including supporting documents: 1. This form should be attached to any documents submitted to the agenda. 2. Post Agenda Deadline items must be authorized by a Supervisor and the Executive Director. 3. If necessary, provide original documents needing Board Chairperson signature to the Bureau Assistant prior to the start of a meeting.			

Tompach, Matthew C - DATCP

From: Lainie Franklin <efranklin@aavsb.org>
Sent: Tuesday, January 19, 2016 10:07 AM
To: Tompach, Matthew C - DATCP
Subject: 2016 AAVSB Annual Meeting & Conference - Call for Topics



Dear Matthew,

This past September, the AAVSB had another record-setting Annual Meeting & Conference in Milwaukee, Wisconsin. Attendees reported high marks for the featured speakers, interactive sessions, and networking event.

We want the programming at the [2016 Annual Meeting & Conference in Scottsdale, Arizona](#) to be even better!

The Conference Committee is busy investigating topics and session ideas for next year and we'd like to hear from you and your boards. **At your next board meeting, would you and your board members devote a couple minutes to discuss what topics or sessions you would like to see included in this year's program and then send us your suggestions?**

The Conference Committee's goal is to ensure the program contains high-quality, relevant sessions that provide the greatest value for our member's time. Hearing what topics are of interest or concern to you and your board members, will help ensure we meet that goal.

Please send all feedback to Lainie Franklin at efranklin@aavsb.org.

Sincerely,
The AAVSB Conference Committee

P.S. And visit www.aavsb.org/AnnualMeeting for the 2015 AAVSB Annual Meeting & Conference summary as well as video and photo recaps of the event.

Serving Veterinary Regulatory Boards in the Interest of Public Protection

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American Association of Veterinary State Boards, 380 West 22nd Street,
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**State of Wisconsin
Department of Agriculture, Trade and Consumer Protection**

AGENDA REQUEST FORM

1) Name and Title of Person Submitting the Request: Matt Tompach Executive Director		2) Date When Request Submitted: January 8, 2016 <small>Items will be considered late if submitted after 12:00 p.m. on the deadline date.</small>	
3) Name of Board, Committee, Council, Sections:			
4) Meeting Date: January 25, 2016	5) Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	6) How should the item be titled on the agenda page? Complementary and Alternative Therapies – March 3, 2015 Wisconsin Veterinary Medical Association (WVMA) Letter	
7) Place Item in: <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Closed Session	8) Is an appearance before the Board being scheduled? <input type="checkbox"/> Yes (Fill out Board Appearance Request) <input checked="" type="checkbox"/> No	9) Name of Case Advisor(s), if required:	
10) Describe the issue and action that should be addressed: Update on issues raised in the letter that were discussed at last Board meeting.			
11) Authorization			
Matt Tompach		January 8, 2016	
Signature of person making this request		Date	
Supervisor (if required)		Date	
Matt Tompach		January 8, 2016	
Executive Director signature (indicates approval to add post agenda deadline item to agenda)		Date	
Directions for including supporting documents: 1. This form should be attached to any documents submitted to the agenda. 2. Post Agenda Deadline items must be authorized by a Supervisor and the Executive Director. 3. If necessary, provide original documents needing Board Chairperson signature to the Bureau Assistant prior to the start of a meeting.			

March 3, 2015

***VIA EMAIL (Thomas.ryan@wisconsin.gov)
AND U.S. MAIL***

Mr. Thomas Ryan
Department of Safety and Professional Services
Executive Director, Veterinary Examining Board
1400 E. Washington Ave., Room 121C
P.O. Box 8366
Madison, WI 53708-8366

RE: Wisconsin Veterinary Medical Association Proposed Modifications To Wis. Admin.
Code VE §§ 1.02(9), 1.02(3m), and 7.02

Dear Mr. Ryan:

On behalf of the Wisconsin Veterinary Medical Association ("WVMA"), I am writing to request several revisions to the Veterinary Examining Board's regulations. Specifically, WVMA seeks to clarify the definition of "surgery" in VE § 1.02(9) and the definition of "complementary, alternative, and integrative therapy" in VE § 1.02(3m). WVMA further requests that the Veterinary Examining Board create a new provision in VE § 7.02 to allow veterinarians to delegate the complementary, alternative, and integrative therapies listed in VE § 1.02(3m) only to licensed professionals in those fields and require veterinary supervision of those therapies when they are performed on animals.

For the reasons stated below, WVMA respectfully requests that you consider these changes to VE §§ 1.02(9), 1.02(3m), and 7.02.

I. The Definition Of "Surgery" In Chapter VE 1 Should Include Cosmetic And Reproductive Procedures.

WVMA requests that the Veterinary Examining Board clarify the definition of "surgery" in VE § 1.02(9) so that it encompasses cosmetic and reproductive surgical procedures. Under current law, the definition of "surgery" is limited to procedures for "therapeutic purposes." See Wis. Admin. Code VE § 1.02(9). Therefore, on its face, the definition in VE § 1.02(9) does not include cosmetic and reproductive surgical procedures such as spaying and

neutering, ear cropping, and reproductive medical procedures (e.g., in vitro fertilization). However, by deleting the phrase “for therapeutic purposes,” the definition of “surgery” becomes broad enough to include both therapeutic and cosmetic procedures.

An amendment to this definition is necessary to prevent confusion as to whether veterinary technicians and unlicensed individuals may perform “surgery.” Under the current regulations regarding the standards of practice for veterinarians (Chapter VE 7), “surgery” may not be delegated to or performed by “veterinary technicians or other persons not holding [a] license or permit[.]” Wis. Admin. Code VE § 7.02(1). But, if the definition of “surgery” in VE § 1.02(9) remains unchanged to only include therapeutic procedures, then VE § 7.02(1) could be misconstrued to permit veterinary technicians or unlicensed individuals to perform certain “nontherapeutic” surgery. Rather, we believe that it was the intent of the Legislature to only allow licensed veterinarians to perform surgery on animals, regardless of the purpose of that surgery.

Accordingly, to prevent such confusion, WVMA requests that the Veterinary Examining Board adopt the amendment described below.

The WVMA requests that Wis. Admin. Code VE § 1.02(9) be amended to read:

(9) “Surgery” means any procedure in which the skin or tissue of the patient is penetrated, pierced or severed ~~for therapeutic purposes~~, except for activities identified in s. 453.05 (2). Surgery does not include giving injections or simple dental extractions that require minor manipulation and minimal elevation.”

II. The Definition Of “Complementary, Alternative, And Integrative Therapy” In VE § 1.02(3m) Should Be Linked To The Statutory Definition “To Practice Veterinary Medicine” In Wis. Stat. § 453.02(6) And Include “Rehabilitation Therapy.”

WVMA requests two amendments to the definition of “complementary, alternative, and integrative therapy” in Wis. Admin. Code VE § 1.02(3m).

First, the definition of “complementary, alternative, and integrative therapy” should conspicuously relate to the broad, statutory definition of the “practice [of] veterinary medicine” in Wis. Stat § 453.02(6). Under current law, there is not a direct link between the alternative therapies described in VE § 1.02(3m) and Wis. Stat. § 453.02(6), which defines the practice of veterinary medicine in traditional terms of medical treatment. *See* Wis. Stat. § 453.02(6) (stating that “‘to practice veterinary medicine’ means to examine into the fact or cause of animal health, disease or physical condition, or to treat, operate, prescribe or advise

for the same"). As a result, "complementary, alternative, and integrative therapy" could be interpreted to fall outside of the scope of the "practice [of] veterinary medicine." The proposed amendment below links the regulation and the statutory definition by stating that the alternative therapies listed in VE § 1.02(3m) relate to "treating animal health, disease, or physical condition," which is the language used to describe the practice of veterinary medicine in Wis. Stat. § 453.02(6).

Second, we believe that the rule would be improved by including "massage and rehabilitation therapy" as examples of "physical medicine" in the alternative therapies listed in VE § 1.02(3m)(c).

Therefore, WVMA requests that Wis. Admin. Code VE § 1.02(3m) be amended to read:

(3m) "Complementary, alternative, and integrative therapies" includes a heterogeneous group of preventive, diagnostic, and therapeutic philosophies and practices related to treating animal health, disease, or physical condition.

These therapies include:

- (a) Veterinary acupuncture, acuthery, and acupressure.
- (b) Veterinary homeopathy.
- (c) Veterinary manual or manipulative therapy, i.e., therapies based on techniques practiced in osteopathy, chiropractic medicine, or physical medicine and including massage and rehabilitation therapy.
- (d) Veterinary nutraceutical therapy.
- (e) Veterinary phytotherapy.

III. Veterinarians Should Be Allowed To Delegate The Complementary, Alternative, And Integrative Therapies Listed In VE § 1.02(3m) To Licensed Professionals.

WVMA proposes the creation of a new regulatory provision within VE § 7.02 to allow veterinarians to delegate to other licensed professionals the complementary, alternative, and integrative therapies listed in VE § 1.02(3m) that are within the scope of the professional's license. In addition, the rule should specify that although these services may be delegated, these therapies must be performed under the direct supervision of a licensed veterinarian. This will ensure that, for animal patients, these complementary, alternative and integrative therapies are only provided by veterinarians or other licensed professionals who are directly supervised by veterinarians.

↓
immediately available
VE 1.02

DeWitt

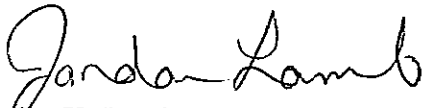
Ross & Stevens s.c. Law Firm
Mr. Thomas Ryan
March 3, 2015
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Thank you for your consideration of WVMA's suggested revisions to VE §§ 1.02(9), 1.02(3m), and 7.02.

If you have any questions, please contact me directly at (608) 252-9358 or jkl@dewittross.com.

Very truly yours,

DeWitt Ross & Stevens s.c.



Jordan K. Lamb

JKL:jkl

cc. Ms. Kim Brown Pokorny, Executive Director, WVMA (*via U.S. Mail*)
Dr. Philip Johnson, Chair, Wisconsin Veterinary Examining Board (*via U.S. Mail*)