

To:

From: Jim Schwartz, Next To Kin Foundation

Date: November 16, 2009

Re: *Veterinarian Profession & Regulatory: Economic Collusion & Betrayal of Trust Effecting 80 Million U.S. Households resulting in Physical Harm & Billions if Fiscal Harm*

1. Briefly summarize your dispute or case with a governmental body

Theories of Case Against The Colorado Department of Regulatory Agencies (DORA), & Colorado Department of Health in collusion with the Colorado Veterinary Medical Association.

- **Betrayal of Trust** – causing physical and fiscal harm to US' 160 million companion animals and their owners
- **Restraint of Trade** – collusion by licensing, creation of a legal fiction (VCPR) and allowing cartel tie ins, structural barriers to trade, and cutting out competition
- **Economic Injustice** – minimum nationally \$12 billion of unnecessary cost

2. Did the government give you any explanation for its actions against you?

The Veterinarians are 'self regulated' under the auspices of the Colorado Department of Regulatory Agencies which means – outsourced, and cartelized.

The majority of the Veterinary Board are veterinarians.

Over 1 five year period, the licensure revocation rate was 20/100,000% of 1% (making the veterinarians purer than not only Ivory Soap, but doctors, dentists and pharmacists.

3. Why do you think the government has taken actions against you?

Directly DORA has not but indirectly DORA has – costing Coloradoans unnecessarily multimillions in unnecessary costs not to mention adverse effects costs through DORA's benign collusion legislated through the Veterinary Act. (see below – and this is a national collusion/economic injustice)

4. Is your case currently in litigation? If so, in what court or agency.

Not applicable at this time. I propose a proactive test case of the 'VCPR' (see below) concurrent with anti-trust action (tying in arrangements – further licenses by law on the basis of a fictitious premise 'the VCPR')

5. If your case is already in litigation, what is the next important date or deadline and what is scheduled for that date?

No.

6. Have you consulted and or retained an attorney? If so, who is the attorney and what is his or her address and telephone number?

No, not on this legal approach. Due to pets being 'personal property' by law – the cost benefit for legal redress previously has been a barrier (prior to the discovery of the 'VCPR' fiction.

9. What do you want the Institute for Justice to do for you?

Litigate

- 1- VCPR test case
- 2- Coordinate concurrent anti-trust

This would be a landmark case with implications relative to collusion between regulators and the regulated via tying arrangement and licensure causing fiscal and physical harm

VCPR & Anti Trust (Collusion Activities Between Regulated & Regulators)

Background – Law, Market, Economics, Science & Mores

By law, not custom nor today's mores, dog are but personal property

Personal property – like a couch, an Ipod.

The Ipod doesn't sleep in our beds like 76% of them

The couch isn't considered by 96% part of the family

But by law, they are but personal property – depreciated personal property at that

For revenue veterinary professionals assert the animal human bond

These veterinary professionals hold themselves out akin to a pediatrician

Thus, the veterinarians:

- assert our dogs and cats are mere personal property – thus limiting their liability/accountability/responsibility akin to that of a depreciable couch
- but for advertising and revenue they are effectively companion animal pediatricians.
- And the self regulation with benign government oversight colludes costing billions as well as physical harm

There are 160,000,000 companion animals in US households – 200% more inhabiting our homes than kids

63% of all feline and 70% of all canine visits to the small animal vet is for vaccination.

The average small animal vet has 2000-2500 companion animals in their care.

The cost of the rabies shot is approximately 60 cents in volume.

The cost of the rabies shot to the companion animal owner - \$15-\$35.

In addition, there is the cost of the office visit \$45-\$60 which is a legalized ‘tie in’ as only a veterinarian can give the rabies shot by law.

The gross markup is up to 14,000% and this is just the rabies shot.

The gross markup does not include the additional revenues from adverse reactions.

The veterinarians have admitted the 1-10,000 adverse reaction statistic is bogus (and self reported or not self reported!)

There are studies of 1000 dogs and 1000 cats whereby 7.5%-12%+ have adverse reactions within 45 days at the 99% confidence level.

These adverse reactions, dependent on breed, include auto immune hemolytic which is 70% fatal.

The Center for Disease Control in 2007 declared the US absent of canine rabies.

In one study 1980-1996 (Noah, DL et al "Epidemiology of human rabies in the United states 1980 to 1996," Annals of Internal Medicine 1998: 128 (11) 922-30) there were 2 cases of rabies from domestic dogs

In 2004, 24 people died from sky diving alone.

With 160,000,000 dogs and cats – and a 50% compliance ratio for ‘annual’ rabies shots – that’s 80,000,000 unnecessary shots a year.

With a three year option on rabies shots – 160,000,000 rabies shot would be foregone amounting to a loss of revenue to the veterinarians of **\$12,800,000,000** (\$80 per year foregone for the 2 out of 3 years no rabies).

In 1999, Colorado, allowed the 3 year rabies shot option.

By 2005, 72% of companion animal owners were still getting the annual rabies shot for their cat or dog.

By 2005, over 60% of Coloradoans were not aware of the three year option – despite the veterinary canon of ethics of informed consent and the will of the elected legislature

V.C.P.R. (Veterinary Client ‘Patient’ Relationship)

V.C.P.R.

Veterinary Client ‘Patient’ Relationship.

The VCPR is the ‘basis’ for the veterinary profession/business.

Yet, personal property cannot be a ‘patient.’

Personal property can be fixed, repaired, maintained – but an Ipad, a couch, a dog or cat – being personal property – can’t be a patient.

Only, humans (not even slaves) can be ‘a patient.’

And only ‘patients’ therefore can have a medical condition.

Strategic economic misrepresentation?
A patient for billing – personal property for liability?
V.C.'P'.R.

VCPR – Definition, Ethics, Legals

A relationship that must be met by a veterinarian in the USA prior to any therapy being administered to the animal(s). A valid VCPR requires: that the veterinarian takes responsibility for medical and treatment judgments for the animal(s) and that the client agrees to follow the veterinarian's instructions; that the veterinarian has close knowledge of the animal(s) and their medical condition obtained by examination and premise visit; that the veterinarian be available for follow up visits or has emergency coverage in the event of adverse reactions or failure of the treatment regimen.

Saunders Comprehensive Veterinary Dictionary, 3 ed. © 2007 Elsevier, Inc. All rights reserved

(Section 5 VCPR is below from AVMA Policy)

AVMA policy

Model Veterinary Practice Act

(Approved by the AVMA Executive Board, November 2003, revised April 2007, November 2007)

	Preamble
SECTION 1	Title
SECTION 2	Definitions
SECTION 3	Board of Veterinary Medicine
SECTION 4	License Requirement
SECTION 5	Veterinarian-Client-Patient Relationship Requirement
SECTION 6	Exemptions
SECTION 7	Veterinary Technicians and Technologists
SECTION 8	Status of Persons Previously Licensed
SECTION 9	Application for License: Qualifications
SECTION 10	Examinations
SECTION 11	License By Endorsement
SECTION 12	Temporary Permit
SECTION 13	License Renewal
SECTION 14	Discipline of Licensees
SECTION 15	Impaired Veterinarian
SECTION 16	Hearing Procedure
SECTION 17	Appeal
SECTION 18	Reinstatement
SECTION 19	Veterinarian-Client Confidentiality

SECTION 20	Immunity from Liability
SECTION 21	Cruelty to Animals - Immunity for Reporting
SECTION 22	Abandoned Animals
SECTION 23	Enforcement
SECTION 24	Severability
SECTION 25	Effective Date

Section 5 – Veterinarian-Client-Patient Relationship Requirement

1. No person may practice veterinary medicine in the state except within the context of a veterinarian-client-patient relationship.
2. A veterinarian-client-patient relationship cannot be established solely by telephonic or other electronic means.

COMMENTARY TO SECTION 5—This section, which was added in 2003, emphasizes not only that veterinary medicine must be practiced within the context of a veterinarian-client-patient relationship (VCPR), but also emphasizes that because a VCPR requires the veterinarian to thoroughly examine the animal, it cannot be adequately *established* by telephonic or other electronic means (ie, via telemedicine) alone. However, once established, a VCPR may be able to be maintained between medically necessary examinations via telephone or other types of consultations.

An exemption was also added to Section 6 in 2003 to clarify that the MVPA shall not be construed to prohibit any person rendering advice without expectation of compensation. This exemption might include internet listserves, chat rooms, and discussion groups, as well as breeders or other individuals offering general advice.

COLORADO VETERINARY PRACTICE ACT

(15) "Veterinarian" means a person who has received a doctor's degree in veterinary medicine, or its equivalent, from a school of veterinary medicine.

(15.5) "Veterinarian-client-patient relationship" means that relationship established when:

(a) The veterinarian has assumed the responsibility for making medical judgments regarding the health of an animal and the need for medical treatment, and the owner or other caretaker has agreed to follow the instruction of the veterinarian;

(b) There is sufficient knowledge of an animal by the veterinarian to initiate at least a general or preliminary diagnosis of the medical condition of the animal, which means that the veterinarian has recently seen and is personally acquainted with the keeping and care of the animal by virtue of an examination of the animal or by medically appropriate and timely visits to the premises where the animal is kept; and

(c) The practicing veterinarian is readily available for follow-up in case of adverse reactions or failure of the regimen of therapy.

(16) "Veterinary medicine" includes veterinary surgery, obstetrics, dentistry, and

all other branches or specialties of animal medicine.

(17) "Veterinary premises" or "premises" means any veterinary office, hospital, clinic, or temporary location in which veterinary medicine is being practiced by or under the direct supervision of a licensed veterinarian.

(18) "Veterinary student" is a veterinary medical student who is enrolled in a school of veterinary medicine.

(19) "Veterinary student preceptor" is a veterinary medical student enrolled in a preceptor program in a school of veterinary medicine which has such a program.

(20) "Veterinary technician" means a person who:

(a) Has received a degree in animal technology or a comparable degree from a school, college, or university recognized by the board; or

(b) Has received a diploma as an animal technician on or before July 1, 1975.

ANTI TRUST Activities – Tying In & Abuse of Licensure

“Illegal tying is one of the most common antitrust claims... **Tying is often referred to as per se, or automatically, illegal.** Nevertheless, tying arrangements may sometimes be justified or subject to rule of reason analysis.

Simply put, a tying arrangement is an agreement by a party to sell one product but only on the condition that the buyer also purchases a different product (often known as a **positive tie**), or at least agrees that he will not purchase that product from any other supplier (often known as a **negative tie**). The product that the buyer is required to purchase in order to get the product the buyer actually wants is called **the tied product**. The product that the buyer wants to purchase is called the **tying product**. In the most basic sense, the seller has tied two products together, as if in a knot. The only way the buyer can get the one product is to also purchase another product that he or she may or may not want.”

Via governmental licensing (the tied product), the veterinary ‘business/profession’ has engaged in tie-ins – which are structural barriers and thus restraint of trade violating not only Anti Trust laws. And per the veterinary ‘profession’s’ ethics these practices are a Betrayal of Trust violating the professional and ethical concept for professions of ‘substitute reliance.

There is a course of conduct illustrating this allegation relative to four situations:

- Rabies vaccination
- VCPR – (Veterinarian Client “Patient” Relationship)
- Prescription tie in’s
- Attempts to coopt on an association basis animal crematorium business

Rabies Vaccination Tie In

By governmental license (first tied ‘product’), only a veterinarian at an office visit (second tied ‘service’) can give a rabies shot (the tying product). (Adverse reactions due to overvaccination are beyond scope of this writing and have been dealt with in other

writings – see www.next2kin.org etc). Per the veterinarian's own data, 70% and 63% of all feline and canine visits respectively are for 'shots.' The small animal veterinary business model is based to vaccination for visits, upsells, and unfortunately resulting adverse reactions. Proof: between the rabies shot alone and the office visit required by law (not even including potential for upsells nor the revenue from adverse reactions) the gross profit can be as high as 14,000%.

Without the veterinary license & office visit (the tied products), again, by law, no rabies shot (tying product) can be given (other shots are voluntary). This is a monopolistic practice. Worse, the practice of overvaccination – is harmful - especially in light of the findings that there hasn't been but 2 rabies cases from dogs since 1980 (Noah Study) while in 2004 alone 24 people died from sky diving. (Furthermore the CDC has stated as of 9/07 that the United States is without rabies in companion animals). Yet, as many as 90,000,000 rabies shots are given per year with that up to 14,000% gross margin!

There is potentially billions of damages not including punitive and consequential damages for the knowing administration of unnecessary and harmful over vaccination that, ironically, the veterinarian profession is inoculated from recourse (see companion animals classified a personal property for veterinarian liability purposes – like a couch – though for practice development/revenue they market 'pets as part of the family' and 'the animal human bond.')

This tie in arrangement is both fiscally and physically harmful and sanctioned by the government and the veterinary profession despite the veterinarian's own findings relative to adverse reactions and their ethic of informed consent.

This alleged tie would be a collusive structural barrier to trade activity and is further reinforced by the 'Veterinary Client Patient Relationship' (VCPR)

VCPR 'Tie In'

12-64-103 (15.5) "**Veterinarian-client-patient relationship**" means that relationship established when:

(a) The veterinarian has assumed the responsibility for making medical judgments regarding the health of an animal and the need for medical treatment, and the owner or other caretaker has agreed to follow the instruction of the veterinarian;

(b) There is sufficient knowledge of an animal by the veterinarian to initiate at least a general or preliminary diagnosis of the medical condition of the animal, which means that the veterinarian has recently seen and is personally acquainted with the keeping and care of the animal by virtue of an examination of the animal or by medically appropriate and timely visits to the premises where the animal is kept; and

(c) The practicing veterinarian is readily available for follow-up in case of adverse reactions or failure of the regimen of therapy.

12-64-103 (7) "License" means any permit, approved registration, or certificate issued by the board.

Colorado Veterinary Practice Act, July 2008

Veterinarian-Client-Patient Relationship (VCPR) -a relationship that must be met by a veterinarian in the USA prior to any therapy being administered to the animal(s). A valid

VCPR requires: that the veterinarian takes responsibility for medical and treatment judgments for the animal(s) and that the client agrees to follow the veterinarian's instructions; that the veterinarian has close knowledge of the animal(s) and their medical condition obtained by examination and premise visit; that the veterinarian be available for follow up visits or has emergency coverage in the event of adverse reactions or failure of the treatment regimen.

Saunders Comprehensive Veterinary Dictionary, 3 ed. © 2007 Elsevier, Inc. All rights reserved

Section 5 – Veterinarian-Client-Patient Relationship Requirement

1. No person may practice veterinary medicine in the state except within the context of a veterinarian-client-patient relationship.
2. A veterinarian-client-patient relationship cannot be established solely by telephonic or other electronic means.

COMMENTARY TO SECTION 5—This section, which was added in 2003, emphasizes not only that veterinary medicine must be practiced within the context of a veterinarian-client-patient relationship (VCPR), but also emphasizes that because a VCPR requires the veterinarian to thoroughly examine the animal, it cannot be adequately *established* by telephonic or other electronic means (ie, via telemedicine) alone. However, once established, a VCPR may be able to be maintained between medically necessary examinations via telephone or other types of consultations.

An exemption was also added to Section 6 in 2003 to clarify that the MVPA shall not be construed to prohibit any person rendering advice without expectation of compensation. This exemption might include internet listserves, chat rooms, and discussion groups, as well as breeders or other individuals offering general advice.

AVMA policy Model Veterinary Practice Act

(Approved by the AVMA Executive Board, November 2003, revised April 2007, November 2007)

The basis of the veterinary practice is the Veterinarian Client Patient Relationship (VCPR) which reinforces the license tied product anti-trust & betrayal of trust activities of the veterinary business and compounds this course of conduct.

The VCPR is based on the premise of 'patient.'

By law, a dog or cat is personal property like one's couch, Ipod, or even a slave (in pre civil war days).

=====
per·son (pûr s'ŋ) *n.*

1. A living human.
2. The composite of characteristics that make up an individual personality; the self.
3. The living body of a human.
4. Physique and general appearance.

The American Heritage® Medical Dictionary Copyright © 2007, 2004 by Houghton Mifflin Company. Published by [Houghton Mifflin Company](#). All rights reserved.

Patient - (Per Quicken Plain Law Dictionary)

An individual, minor, or adult, female or male; a corporation; a body of persons or individuals.

Patient: A person under health care. The person may be waiting for this care or may be receiving it or may have already received it. There is considerable lack of agreement about the precise meaning of the term "patient."

It is diversely defined as, for examples:

- A person who requires medical care.
- A person receiving medical or dental care or treatment.
- A person under a physician's care for a particular disease or condition.
- A person who is waiting for or undergoing medical treatment and care
- An individual who is receiving needed professional services that are directed by a licensed practitioner of the healing arts toward maintenance, improvement or protection of health or lessening of illness, disability or pain. (US Centers for Medicare & Medicaid Services)
- A sick, injured or wounded soldier who receives medical care or treatment from medically trained personnel. (US Army Medical Command)

medicinenet.com

The above definitions of patient requires a patient to be a person.. In law, where is the definition of patient to include - chattel, personal property? Furthermore, any argument for a dog or cat being a patient in law is diluted by course of conduct (in the medical profession) as well as the insertion of the word 'client' in the VCPR (veterinary, client, patient, relationship) which is NOT in the medical 'doctor patient relationship' ! Why else put in 'client' in the VCPR - which constructively shows ownership (a person cannot be owned) unless there is no patient but merely personal property of the client.

To assert the standing of patient for a dog or cat - is an invention - a figment of the imagination of the vet business/cartel which is not only inconsistent with law - but hypocritical. For liability purposes, the vets assert the dog or cat is mere personal property while for marketing purposes they assert 'pets as part of the family' and 'the

animal human bond.' Assertion became custom - rather than the VCPR being a consistent legal principle..

The legally flawed VCPR concept becomes the assumed assumption reinforcing the alleged collusive tie ins. The VCPR tenacles further allows alleged tie in kickbacks and predatory activities as exemplified by a recent incident relative to reordering a prescription from 1-800 Petmeds which had 9 refills left for my dog Elle but had expired.

Tie In Kickbacks?

This writer's female standard poodle, Elle, has had 'spay incontinence' treated with Proin for 8+ years.

On file with mail order pharmacy PetMeds was 9 refills for Proin.

PetMeds was at one time the largest advertiser on cable tv. PetMeds' distinction was cutting the cost of companion animal pharmaceuticals by buying direct. (PetMeds is owned by the publically held company – Pet Express).

Having lost significant pharmaceutical revenue (especially on heartworm medication to PetMeds), the local veterinary associations took legal action and successfully had PetMeds sued for very significant sums. Not the least of the veterinary and pharmaceutical association charges against PetMeds was that PetMeds was operating without a VCR (notice the omission of the 'P' for patient – one can only speculate as to why – see above).

(One of the unintended consequences of this assertion against PetMeds of not having a VCR or even a VCPR was potentially hurting the consulting practices of alternative holistic veterinarians who often do consults long distance without seeing 'the patient.' However, this writer knows of no case where these holistic vets were persecuted and sued for not having a valid VCPR unlike PetMeds!)

For all the veterinarian community's complaint about PetMeds due to not having a VCPR (even though they have had veterinarians on staff long distance), veterinarians now have their own PetMeds knock off – which fulfills medications by mail. Of course, these vets will argue they have a VCPR unlike PetMeds, but one can only wonder if this is a good distinction not the real distinction. One can only wonder, if their PetMeds knock off plays the veterinarian a commission and this is the real reason not the VCPR.

And if there is a commission for directing the business, and if the owner/guardian is hindered from getting a refill or prescription for the veterinary practice with a business relationship with the PetMeds type knock off, is there an potential illegal tie in?

As it turned out, Elle's prescription with PetMeds, despite having 9 refills, had expired. This writer received the following email from PetMeds:

From: 1800PetMeds <customerservice@1800petmeds.com>

To: JAMES D SCHWARTZ

Subject: Alert: Hampden Family Pet Hospital wants you to pick up Ellihau's prescription for Proin.

Date: Fri, Sep 4, 2009 1:31 pm

Alert: Hampden Family Pet Hospital wants you to pick up Ellihau's prescription for Proin!

Why?

Most likely, we find that a veterinarian may need more information to authorize your prescription.

What can I do?

If you have already picked up your prescription or if you plan on picking it up, please mail it to us at the address below. (By law, we cannot accept a faxed prescription from a customer.) Keep in mind, though, that thousands of veterinarians authorize over the phone (1-888-738-6331) and via fax (1-800-600-8285) everyday, and you should not be inconvenienced. You can call your veterinarian and ask that your prescription be authorized by phone or fax so that your order is processed quicker.

1. Call

Hampden Family Pet Hospital: (303) 761-7063

2. Mail to:

1-800-PetMeds
Attn: Pharmacy
1441 S.W. 29th Avenue
Pompano Beach, FL 33069

Are Pet Medications Better At My Vet's?

No, we have the best guarantee on products, because we honor all manufacturers' guarantees and **we will refund your money for any reason.**

We sell only U.S. FDA/EPA approved medications (the same exact medications sold by your veterinarian).

1-800-PetMeds

Our pharmacy

Our company

Our guarantee

Product quality

Price match

FAQs

Does my vet have a better product guarantee than 1-800-PetMeds?

No, we have the best...

Is there any reason why I should NOT buy from 1-800-PetMeds?

No, there is no reason...

Mail Prescriptions to:

1-800-PetMeds
Attn: Pharmacy
1441 SW 29th Avenue
Pompano Beach,
Florida 33069

The veterinary clinic would not allow me to fulfill with Petmeds even though it had previously written the Rx for 9 refills. Furthermore, upon calling them, they either

wanted me to pick up the Prion at their offices (45 minutes round trip away) or order it through their mail order pharmacy (which they said would meet PetMeds price).

Given that I had another dog still recovering from a surgery a couple days ago – an additional unnecessary trip wasn't in the cards. Furthermore, I was furious.

The prescribing veterinarian had the day off. However, per the front desk's response to me, I would have to wait until the owner veterinarian came back. In the next conversation, after indicating my displeasure, I suggested another veterinarian at the practice write and fax the prescription. No dice. Then the front desk called and indicated they wouldn't fax to PetMeds but would fax a prescription to me.

In the meantime, I called another veterinarian whom I have for my dogs care, who immediately faxed not a refill but a new prescription and three refills. (Obviously, this practice has no alleged tie-in as this and or other veterinary practices have with this PetMeds knock off).

Then after I got the new prescription called in, the veterinary practice in question called to tell me, on the prescribing vet's day off, she came by and sent in the prescription for 9 refills.

This all took over 2 ½ hours on Shabbat (which I broke as health comes first!). Two and half hours when there already was 9 refills. Two and half hours when it took 10 minutes for the other veterinary practice.

One can speculate the only distinction is the alleged economically motivated tie in reinforced by the good reason (not real reason) of the VCPR allowing this questionable legal and ethical practice to occur.

Crematorium Attempted Tie In – The 'URN' Out

As outlined in this writer's book, **Trust Me: I'm Not A Veterinarian...No Dog Before His Time**, there are, at best, disguised undisclosed constructive commissions paid to veterinarians for referral of cremation.

This is done in a variety of fashions but one startling arrangement is the more referrals then there are price breaks to the veterinarian's practice allowing a greater portion of the price to the owner/guardian to be kept by the veterinarian.

If the veterinary practice was properly classified as a business, caveat emptor (buyer beware) would prevail. But by holding themselves out as 'professionals' and the fact a reasonable person could not 'beware' – the concept of substitute reliance holds the veterinarian to a higher standard – which this practice does not meet. Furthermore, veterinarians often profit as well from sale of the urn. The 'urn' out??

At one point in the late '90's, the Denver Veterinarian Medical Society's past president Dr. Paul Oberbroeckling stated that the cremation profit doesn't motive the vet, but when the society considered starting its own crematorium "the costs were too high." He further stated, "you hope the crematory service is doing the same good job every day as they were on the day you went to see them."

Hope or a better benefit versus cost getting a commission, higher margin or alleged kickback?

Fiduciary responsibility?

Substitute reliance?

Or another alleged 'tie in' activity?

Finally, there is some very curious pricing patterns emerging in vaccination pricing and office visits – 200%-600% over the cost of living occurring....

Small veterinary medical practices – profession or a cartel business insulated from business accountability and engaging in tie ins that are fiscally and physically harmful?

#1 July 7, 2007

Statistics, Statisticians & Liars?

To:

Re: *Manipulation, Disconnect Relative To Vaccination Income as a % of Small Animal Exclusive Veterinarian Practices going down 64%+ (2005) while in the same year The Hill Research Consulting Survey showed that 79% of veterinarians in Colorado were recommending annual rabies shots for pets?*

Economic Report of Veterinarians & Veterinary Practices - AVMA

**% of Gross Practice Revenue From
Vaccinations**

1999 Edition (stats from 1995)	12.9% (includes deworming)
2001 Edition (stats from 1999)	12.5% no deworming
2007 Edition (stats from 2005*)	4.44% no mention deworm.

- **63% and 70%** of all canine and feline visits to the small animal veterinarian per the veterinarians own statistics is for vaccination
- Next To Kin Foundation commissioned Hill Research Consultants to conduct a survey in **2005** *the same year as the stats were taken for the 2007 Edition of Economic Report of Veterinarians & Veterinary Practices by the American Veterinary Medical Association. 79%* were still recommending the annual rabies shot to Coloradoans.
- Per the same survey **62%** of all Coloradoans, then 6 years after Colorado allowed the three year option on rabies vaccination and despite the veterinary canon of informed consent, were not aware of this option.

Yet, despite the contradictory information above, vaccination revenue decreases 64% in this 5 year period?

Furthermore, in the Financial & Productivity Pulsepoints, 2nd edition, June, 2003, published by the American Animal Hospital Association (AAHA), Vaccination Income as a Percentage of Total Income for veterinarians was **14.1%**. Assuming this data was from data collected in 2002.

Thus, from 2002 to 2005 per the AAHA and AVMA respectively the vaccination income dropped from 14.1% to 4.4% or a decline of 68%+ or 17% per year while 79% of the veterinarians were still giving the annual rabies shots in 2005 to Coloradans.

- Manipulation to show reduction in over vaccination – while annual rabies vaccination, without the informed consent canon being followed by a majority of veterinarians, is still rampant in reality?
- A disconnect in the data?
- Some other explanation?

Inquiring minds would like an explanation!

#2

Veterinarian False Charges & Overcharging Relative To Inflation 07/12/09

Below is data from the 5th (2007) and 6th editions (2009) of The Veterinary Fee Reference – Vital statistics for Your Veterinary Practice published by The American Animal Hospital Association.

One of the scare tactics the veterinarians have employed relative to instituting loss of companionship damages is that veterinary costs will sky rocket.

Really?

They have already skyrocketed 200% to 400% over inflation -consumer price index 2007-2008 totaled 4.2%. Three year rabies vaccinations in the urban 75% percentile practice is up 671% over inflation in this period even though the 3 year option (for example passed in Colorado in 1999) via the AAHA guidelines is but employed in 54%-69% of practices.

Let's put this in perspective.

If the average vet has 2000 personal properties (dogs and cats – remember they are personal property as the vets assert for liability like an iPod or couch) and the average urban wellness visit (see below) increased \$6.65 from 2006 to 2008, in 2008, alone, at an average of just 1 visit per dog and cat that is \$13,300. Let us assume in 2007 (since the data is not available) the increase was just \$3 – that adds another \$6000 or \$19,300. \$19,300 not including increases for the three year rabies (as much as \$8.78 per shot) etc. Now according to industry sources, the vets pay presently for \$1,000,000 individual/\$3,000,000 aggregate liability coverage on the average practice of \$400,000 - \$241 per year or 9 cents to 12 cents per dog and cat. (Human pediatricians pay on the approximate same revenue base \$5,000-\$15,000 in Colorado). Now according to industry sources, adding \$100,000 of loss of companionship damages should cost no more than \$1 per dog

and cat – adding \$2000 per year of cost. Given no additional inflation and \$19,300 additional revenue in the two year period just for the office visit, there is a 965% coverage of this cost.

So much for loss of companionship damages will cause veterinary services to escalate in price. These costs are already escalating way above inflation and can absorb \$1 per dog and cat per year for loss of companionship damages – especially since these veterinarians market the ‘pets as part of the family concept’ as well as ‘the animal human bond.

aaha 2.8% adj inflation	inconsistent 5th		%	%Inc/cpi
	edition for 2006	2008	increase	2007 inf OverInflation
Inflation		0.10%	4.1%	4.2%
annual rabies	\$16.35	\$17.4	6.42%	152.91%
3yr rabies	\$20.13	\$20.75	3.08%	73.33%
annual rabies urban	\$19.16	\$20.75	8.30%	197.58%
ann rabies urban 75%	\$24.00	\$26.00	8.33%	198.41%
ann rabies subur 75%	\$20.00	\$20.00	0.00%	
3 yr rabies urban 75%	\$31.08	\$39.85	28.22%	671.85%
3yr rabies suburban 75%	\$24.81	\$24.50	-1.25%	-29.75%
avg wellness visit	\$37.35	\$40.52	8.49%	202.08%
avg sr.visit	\$39.26	\$43.08	9.73%	231.67%
urban well.visit	\$39.74	\$46.39	16.73%	398.42%
urban well visit 75%	\$46.00	\$49.95	8.59%	204.45%
urb.sr.vist	\$42.26	\$48.62	15.05%	358.33%
urban sr. visit 75%	\$47.53	\$53.00	11.51%	274.01%
RecomFreqAaha vac G				
Urban	51.00%	69.00%	35.29%	
Suburban	60.00%	54.90%	-8.50%	
Check Titers Cost				
Avg Suburban	\$80.19	\$80.00	-0.24%	
75% Suburban	\$97.30	\$98.94	1.69%	
75% urban	n/a	\$131.03		
Avg Urban	n/a	\$91.18		

