

**BEFORE THE MINNESOTA
BOARD OF VETERINARY MEDICINE**

In the Matter of
Marie L. Louderback, D.V.M.
License No. 10207

**AGREEMENT FOR
CORRECTIVE ACTION**

This Agreement for Corrective Action (“Agreement”) is entered into by and between Marie L. Louderback, D.V.M (“Licensee”) and the Complaint Review Committee (“Committee”) of the Minnesota Board of Veterinary Medicine (“Board”) pursuant to the authority of Minn. Stats. § 156.127, subd. 2 and § 214.103, subd. 6(a). Licensee and the Committee hereby concur that this Agreement shall be based on the following:

FACTS

1. On May 29, 2007, Licensee became licensed as a veterinarian in Minnesota.
2. At all times relevant to these allegations, Licensee practiced veterinary medicine at a mobile veterinary practice based in Shoreview, Minnesota.
3. On October 5, 2015, based on a history of vomiting foam and burping, Licensee referred Crystal, a seven and a half-year-old female Domestic Short Hair cat owned by L.L, to a veterinary clinic for a thoracic radiograph. Licensee did not examine the cat prior to the referral.
4. Crystal was examined at the referral veterinary clinic and was diagnosed with severe dental disease and gingivitis. The owner declined further treatment at the veterinary clinic.
5. On October 7, 2015, Licensee provided medical care for Crystal in the owner’s home, during which the following occurred:
 - a. Licensee did not perform a complete physical examination of Crystal.

b. Licensee diagnosed severe gingivitis but did not ascribe a cause or remove any of the Crystal's teeth.

6. Licensee recommended administration of cefadroxil (Cefa-Drops); however, Licensee failed to record any details regarding amount or frequency of the prescribed cefadroxil.

7. Crystal failed to improve after Licensee's medical care and was euthanized the following day at another veterinary clinic.

8. Licensee's medical records for Crystal, as well as additional cats owned by L.L., lacked an accurate history, vital signs, physical examination findings, anesthetic and dental records, aftercare instructions, and owner communication including evidence of informed consent.

9. On December 17, 2015, Licensee met with the Committee, composed of Barbara Fischley, D.V.M., Board member, and Mary Olson, D.V.M., Board member, to discuss allegations made in a Notice of Conference dated November 5, 2015. Jennifer Middleton, Assistant Attorney General, represented the Committee at the conference. Julia Wilson, D.V.M., Executive Director of the Board, also attended the conference.

10. Pursuant to Minnesota Statutes section 214.103 subd. 6(a) and 156.127 subd. 2, Licensee and the Committee have agreed to enter into this Agreement for Corrective Action.

CORRECTIVE ACTION

Based on the available information and discussion at the conference, Licensee and Committee agree that the conduct above violates Minn. Stat. section 156.081 subd. 2(11), (12); Minn. R. 9100.0700 subp. 1(A), (C); and 9100.0800 subp. 1, 4, and subp. 9. Licensee and the Committee have agreed to enter into this Agreement for Corrective Action as follows:

11. Within one month from the date of this Agreement, Licensee must submit documentation of all of her veterinary continuing education from the most recent license renewal period, March 1, 2013 to February 28, 2015.

12. Within three months of the date of this Agreement, Licensee shall take the Veterinary Medical Records Online Course offered by Iowa State University. Within fourteen (14) days of completing the course, Licensee must submit to the Review Committee evidence of completion. The six (6) credit hours from this course may not count towards the continuing education requirements for Licensee's next license renewal.

13. Within six months of the date of this Agreement, Licensee shall submit to the Committee evidence of completion of at least four (4) hours of interactive continuing education on canine or feline dentistry. The continuing education is subject to the following requirements:

a. This continuing education must be traditional interactive continuing education format or a four hour tutelage by a diplomate of the American College of Veterinary Dentistry (Specialist).

b. All continuing education courses and/or tutelage instructors must be preapproved by the Committee. Licensee must submit written documentation, such as title and schedule of the proposed continuing education and qualifications of the instructor, in order to receive preapproval from the Committee of classes Licensee proposes to take in fulfillment of this requirement. The Committee will inform Licensee of its decision within fourteen (14) days of her request. These credit hours may not be counted towards the Licensee's next license renewal. If licensee proposes to complete all or part of this requirement by tutelage by a Specialist, Licensee will provide the Specialist with a copy of this Agreement for Corrective Action prior to the tutelage. Licensee will cause the Specialist to send the Board a letter stating

that he or she has agreed to the specified tutelage, and to notify the Board when the tutelage has been satisfactorily completed.

14. Within one month following completion of the requirements above, Licensee will submit her template for complete medical records and the complete medical records for three patients with medical or dental issues managed by the Licensee during a week chosen by the Committee. The records must meet the approval of the Committee.

OTHER INFORMATION

15. Licensee has been advised by Review Committee representatives that Licensee may choose to be represented by legal counsel in this matter. Licensee waived representation.

16. Upon Licensee's satisfactory completion of the corrective actions referred to above, the Review Committee agrees to dismiss the complaint concerning the matters referred to in the facts above. Licensee agrees that the Review Committee shall be the sole judge of satisfactory completion. Licensee understands that if, after dismissal, the Review Committee receives additional complaints alleging conduct similar to that referred to in the facts above, the Review Committee may reopen the dismissed complaints.

17. If Licensee fails to complete the corrective action satisfactorily or if the Review Committee receives additional complaints alleging conduct similar to that referred to in the facts above, the Review Committee may, in its discretion, reopen the investigation and proceed according to Minn. Stat. chs. 14, 156, and 214. Licensee agrees that failure to complete corrective action satisfactorily constitutes failure to cooperate under Minn. Stat. § 156.123 and may subject Licensee to disciplinary action by the Board.

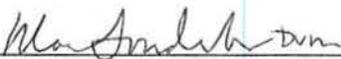
18. Licensee shall be responsible for all costs incurred as a result of compliance with this Agreement.

19. The effective date of this Agreement shall be the date it is executed by the Review Committee. The Agreement shall remain in effect until the Review Committee dismisses the complaint unless the Review Committee receives additional information that renders corrective action inappropriate. Upon receipt of such information, the Review Committee may, in its discretion, proceed according to Minn. Stat. chs. 14, 156, and 214.

20. Licensee understands this Agreement does not constitute disciplinary action. Licensee further understands and acknowledges this Agreement and the dismissal letter issued upon successful completion of the corrective action are classified as public data pursuant to Minn. Stat. § 13.41, subd. 5.

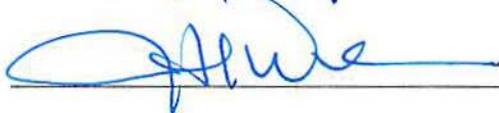
21. Licensee hereby acknowledges that she has read and understands this Agreement and has voluntarily entered into it. This Agreement contains the entire agreement between the Review Committee and Licensee, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

Dated: 1-3-16



MARIE L. LOUDERBACK, D.V.M.
LICENSEE

Dated: January 6, 2016



JULIA WILSON, D.V.M.
EXECUTIVE DIRECTOR