

**BEFORE THE MINNESOTA
BOARD OF VETERINARY MEDICINE**



In the Matter of
Trisha Marie Delhamer, D.V.M.
License No. 06992

**AGREEMENT FOR
CORRECTIVE ACTION**

This Agreement for Corrective Action (“Agreement”) is entered into by and between Trisha Marie Delhamer, 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 June 13, 1993, Licensee was licensed as a veterinarian in the State of Minnesota.
2. At all times relevant to these allegations, Licensee practiced veterinary medicine at Minnesota Veterinary Associates Clinics (“Clinic”) located in Sauk Centre and Melrose, Minnesota
3. Beginning in 2003, Licensee provided veterinary care to Sunny, a twelve-year-old male Shetland Sheepdog, owned by S.N. and T.N.
4. On May 16, 2013, Licensee performed a physical examination on Sunny.
5. On January 6, 2014, Licensee prescribed and dispensed carprofen (Rimadyl), a nonsteroidal anti-inflammatory medication (NSAID), to manage Sunny’s arthritis without first conducting a physical examination. Licensee did not recommend a patient visit or laboratory testing to establish baseline values for kidney and liver function prior to administering the medication.

6. Licensee did not advise Sunny's owner of the potential side effects of carprofen at the onset of treatment or during a subsequent examination on March 10, 2014.

7. Licensee continued to authorize refills of the medication for an additional seventeen months without examining Sunny.

8. On October 1, 2015, Licensee examined Sunny to evaluate inflamed skin in the perianal area. Concurrent advanced periodontal disease was also noted. Licensee administered methylprednisolone acetate (Depo-medrol), a long acting steroidal anti-inflammatory drug, without reviewing Sunny's current medications, which included carprofen. Methylprednisolone acetate increases the risk of adverse effects of carprofen. Licensee did not advise the owner of this augmented risk nor of the potential risk of an immunosuppressive medication on Sunny's severe periodontal disease.

9. On October 15, 2015, Licensee again administered methylprednisolone acetate to Sunny. Following this injection, Sunny developed intermittent vomiting.

10. On October 20, 2015, Sunny was brought to the Clinic for an injection of an anti-emetic drug, maropitant citrate (Cerenia) by Licensee's staff. Cerenia tablets were dispensed for continued treatment at home. Licensee authorized these treatments but was not available to evaluate Sunny. Licensee did not consider adverse drug reactions as a differential diagnosis for Sunny's clinical signs. Licensee's staff realized that Sunny was still receiving carprofen and advised Sunny's owner to discontinue the medication.

11. On November 4, 2015, Licensee re-evaluated Sunny for poor appetite, weakness, and lethargy. A heart murmur, icterus, and dehydration were identified. Laboratory testing revealed abnormal kidney and liver function. Sunny was treated for dehydration overnight at a veterinary emergency hospital. Further fluid therapy was continued at Licensee's clinic for the following three days. Sunny's kidney and liver function failed to significantly improve.

12. On November 7, 2015, Sunny was euthanized at another veterinary facility.

13. Licensee medical record for Sunny lacked documentation of complete physical examinations on multiple presentations, differential diagnoses, owner communication, and medication refills.

14. On March 2, 2016, Licensee met with the Committee, composed of Michelle Vaughn, DVM, Board member, and Barbara Fischley, D.V.M., Board member, to discuss allegations made in a Notice of Conference dated February 3, 2016. Dr. Fischley participated remotely. Katherine Fossey, Esq., Rajkowski Hansmeier, Ltd., Saint Cloud, MN, represented Licensee. 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.

CORRECTIVE ACTION

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

15. 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, 2014 to February 29, 2016.

16. Within three months of the date of this Agreement, Licensee shall submit to the Review Committee evidence of completion of at least six (6) hours of continuing education on the topic of veterinary medical records. Licensee shall submit written documentation, such as measurable learning objectives and qualifications of the instructor, in order to receive preapproval from the Review Committee of classes Licensee takes in fulfillment of this

requirement. For purposes of this requirement, the Review Committee preapproves the “Veterinary Medical Records Online Course” offered by James F. Wilson, D.V.M., J.D., through Iowa State University.

17. Within twelve 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 the following topics:

- a. Canine dermatology including the topic of atopy (2 hours); and
- b. Canine pain management, including the topic of NSAID use for chronic pain (2 hours).

15. All continuing education courses 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.

16. Within six months of the date of this Agreement, Licensee will submit to the Committee the following protocols for staff use for her patients. These protocols must meet the approval of the Committee. The protocols shall be as follows:

- a. A protocol outlining the requirements for a valid veterinarian-client-patient relationship, the medication refill policy, and recordkeeping for dispensed medications for her patients.

- b. A protocol outlining how to transfer the complete medical record information between Minnesota Veterinary Associates’ Melrose and Sauk Centre clinics.

17. Within one month following completion of the requirements above, Licensee will submit from a week of the Committee's choosing the complete medical record for two (2) canine internal medicine cases and one (1) routine wellness visit. The records must meet the approval of the Committee.

VI.

CONSEQUENCES FOR NONCOMPLIANCE

18. *Hearing Before the Board.* If the Committee determines that Licensee has violated any term or condition of this Agreement for Corrective Action, the Committee may schedule a hearing before the Board and serve on Licensee a notice setting forth the allegations against Licensee, and providing Licensee notice of the date, time, and place of the hearing before the Board. The procedures set forth in paragraph 22 below shall apply to the hearing.

19. *Hearing Procedures.* The following procedures shall apply:

a. *Response to Allegations in Notice.* At least seven days before the hearing, Licensee shall submit a written response to the allegations set forth in the notice. If Licensee does not submit a timely response to the Board, the allegations may be deemed admitted.

b. *Hearing Before Board.* The Board shall hold a hearing before its own members in accordance with the procedures set forth in paragraph 13.c. below to determine whether the allegations are true and, if so, whether to take additional action against Licensee, which may include any of the forms of disciplinary action set forth in Minnesota Statutes section 156.127.

c. *Evidence at Hearing/Burden of Proof/Waiver of Hearing Before Administrative Law Judge.* At the hearing before the Board, the Committee and Licensee may present affidavits made on personal knowledge or authenticated documents and may present argument based on such evidence in support of their positions. The record before the Board shall

be limited to such affidavits, documents, and this Agreement for Corrective Action. The Committee shall file with the Board all evidence it intends to present at the hearing and shall serve a copy on Licensee at least 14 days before the hearing. Licensee shall file with the Board all evidence he intends to present at the hearing and shall serve a copy on the Committee at least seven days before the hearing. The Committee must prove by a preponderance of the evidence that Licensee has violated this Agreement for Corrective Action. The Board shall issue a final order within 30 days of the hearing. Licensee waives a hearing before an administrative law judge and waives discovery, cross-examination of adverse witnesses, and other procedures governing administrative hearings or civil trials.

d. *Costs.* If the Committee proves by a preponderance of the evidence that Licensee has violated this Agreement for Corrective Action, the Board may require Licensee to pay costs of the proceedings. The costs of the proceedings may include the cost paid by the Board to the Office of the Attorney General for investigative and legal services, the cost of reproducing records and documents, Board staff time, travel costs and expenses, and Board members' per diem reimbursements, travel costs, and expenses.

20. *Statutory Procedures.* Nothing herein shall limit the Committee's right to attempt to resolve an alleged violation of this Agreement for Corrective Action through the procedures of Minnesota Statutes section 214.103, subdivision 6, or to initiate a contested case proceeding under Minnesota Statutes chapter 14 based on an alleged violation of this Agreement for Corrective Action.

VII.

ADDITIONAL INFORMATION

21. Licensee knowingly and voluntarily waives a contested case hearing and all other procedures before the Board to which Licensee may be entitled under the Minnesota and United States constitutions, statutes, or rules.

22. Licensee knowingly and voluntarily waives any and all claims against the Board, the Minnesota Attorney General, the State of Minnesota, and their agents, employees and representatives related to the investigation of the conduct herein, or the negotiation or execution of this Agreement for Corrective Action, which may otherwise be available to Licensee.

23. This Agreement for Corrective Action, the files, records and proceedings associated with this matter shall constitute the entire record and may be reviewed by the Board in its consideration of this matter.

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

25. Licensee has read, understands, and agrees to this Agreement for Corrective Action and has voluntarily signed the Agreement for Corrective Action.

26. This Agreement for Corrective Action does not limit the Board's authority to proceed against Licensee by initiating a contested case hearing or by other appropriate means on the basis of any act, conduct, or omission of Licensee which constitutes grounds for disciplinary action and which is not directly related to the specific facts and circumstances set forth in this document.

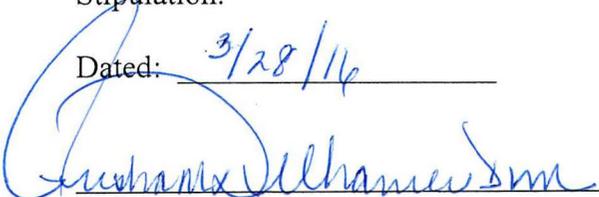
VIII.

DATA PRACTICES NOTICES

27. This Agreement for Corrective Action constitutes disciplinary action by the Board and is classified as public data pursuant to Minnesota Statutes section 13.41, subdivision 5. Data regarding this action will be provided to data banks as required by Federal law or consistent with Board policy. While this Agreement for Corrective Action is in effect, information obtained by the Board pursuant to this Agreement is considered active investigative data on a licensed health professional, and as such, is classified as confidential data pursuant to Minnesota Statutes section 13.41, subdivision 4.

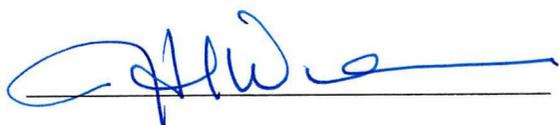
28. This Agreement for Corrective Action contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies this Stipulation.

Dated: 3/28/16



TRISHA MARIE DELHAMER, D.V.M
LICENSEE

Dated: 4/11/16



JULIA WILSON, D.V.M.
EXECUTIVE DIRECTOR
FOR THE COMPLAINT REVIEW
COMMITTEE