

**CVMA CONSTITUTION & BY-LAWS**

**BY-LAWS  
ARTICLE I**

**Section 1.** The Association shall hold an Annual Meeting at a time and place determined by the Board of Directors.

**Section 2.** General membership business meetings shall be held at the discretion of the Board of Directors. The time and location of the next business meeting shall be announced at each meeting.

**Section 3.** A quorum for the transaction of business at any meeting, regular or special, of the Association shall be a majority of members present following the notification of the membership.

**Section 4.** All questions of order, whether in debate or otherwise, not specially provided for, shall be decided by the ordinarily recognized parliamentary authority.

**ARTICLE II**

**CONTRIBUTIONS AND ARREARS**

**Section 1.** The annual dues from each active member shall be determined annually by a majority vote of the Board of Directors, payable to the Treasurer in advance for each year.

**ARTICLE III**

**EXPULSION OF MEMBERS**

**Section 1.** Nonpayment of dues constitutes resignation from the Association.

**AMENDMENT TO CONSTITUTION OR BY-LAWS**

All proposals for amendment to or alteration or change of the Constitution or By-Laws shall be submitted in writing, shall be approved by the Board of Directors, and distributed to the membership for review prior to a regular meeting of the association where it will be acted upon.

**CVMA CODE OF ETHICS**

**Section 1.** Every member shall observe the Veterinary Practice Act and the Code of Ethics adopted by this Association, and shall be answerable thereto for a breach of same.

**Section 2.** Unless specifically amended by the membership, the principles of veterinary medical ethics established by the American Veterinary Medical Association shall govern the acts and activities of each member of this corporation.

**Section 3.** A. Personal or other solicitation and/or advertising may be considered unprofessional conduct if a veterinarian, for himself, partner or associate, or for any other veterinarian, person or organization affiliated with him shall

- (i) use, participate, aid or authorize the use of any form, type or method of advertising or solicitation which contains false, deceptive or misleading statement or claim;
- (ii) seeks clients by any form of in-person advertising or solicitation delivered or directed to a non-client if such non-client has given notice that he does not want to receive communications from or concerning the veterinarian;
- (iii) use, participate, aid or authorize the use of his name or photograph in combination with his identity, as a veterinarian, doctor, doctor of veterinary medicine, surgery or dentistry or any abbreviation thereof, as part of any testimonial endorsement, or sales promotion of any product or service except as otherwise permitted herein;
- (iv) accept as a client a person whom he knows seeks his services as a result of any acts or activities which are deemed to be or appear to be, or be likely to appear to be unprofessional conduct in the practice of veterinary medicine.

B. As used herein, a false, deceptive or misleading statement or claim includes, by way of illustration and not limitation, a statement or claim which:

- (i) contains a material misrepresentation of fact;
- (ii) omits to state any material fact necessary to make the statement not misleading in light of the circumstances under which it is made;
- (iii) is intended or is likely to create an inflated or unjustified expectation;
- (iv) states or implies that a veterinarian is a certified or recognized specialist unless he is board certified in such specialty;
- (v) relates to professional fees other than:
  - (a) a statement of the fixed fee charged for a specific professional service, provided that the description of such service would not be misunderstood or be false, misleading or deceptive and that the statement indicates whether additional fees may be incurred for related professional services which may be required in individual cases or will not be incurred;

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Disclaimer:

“Lisa Taylor-Austin believes there was merit to her claims that Dr. Deforge negligently cared for her cat, Simba, and that he misrepresented whether he was a Board-certified dental specialist. Dr. Deforge denies these claims and asserts that the Department of Public Health’s veterinary board cleared him of any wrong doing. However, Dr Deforge agreed to pay \$7,500.00 to compensate Ms. Taylor-Austin because he believed the risks inherent in any lawsuit and the cost of missing two weeks from his practice made it imprudent to go to trial.”

Note: My guardian’s costs for my medical care and all legal avenues exceeded \$20,000.