

# **DOG, CAT AND WOLF-HYBRID SPAYING AND NEUTERING PROGRAM AND FUND**

## **PART 1 – AUTHORITY AND PURPOSE**

**SECTION 1.1 AUTHORITY.** These rules implement the Dog, Cat and Wolf-Hybrid Spaying and Neutering Program of the Agency of Agriculture, Food and Markets. The program and these rules are authorized by Title 20 VSA Chapter 193 Subchapter 6.

**SECTION 1.2 PURPOSE.** The purpose of this program is to reduce the population of unwanted companion animals by assisting low income Vermonters with certain veterinary costs associated with the permanent sexual sterilization of their companion animals through spaying and neutering. This is a discretionary public benefit program with limited funding.

## **PART 2 – DEFINITIONS OF TERMS**

**SECTION 2.1- DEFINITIONS** For purposes of these rules, the following definitions apply:

- (a) "Agency" means the Agency of Agriculture, Food and Markets or its designee.
- (b) "Companion Animal" means a dog, cat, or wolf-hybrid owned, sheltered, and cared for by a Vermont resident.
- (c) "Filing" means signing, dating and posting by first class mail or hand-delivering during business hours.
- (d) "Household" means one or more related or non-related individuals who are living together as one economic unit.
- (e) "Participating veterinarian" means a veterinarian who has a current Program Participation Agreement filed with the Agency.
- (f) "Peri-operative pain medication" means any pharmaceutical agent that is administered to a companion animal before or during the spaying or neutering of that animal in order to minimize discomfort associated with the procedure. It shall not include medication that is sent home with the companion animal at the time of discharge.
- (g) "Pet Owner" means a Vermont resident who owns a companion animal and applies for or has received a voucher under the program.
- (h) "Pre-surgical immunization" means immunization of dogs and wolf-hybrids against rabies, distemper, hepatitis, leptospirosis, and parvovirus; and cats against rabies, feline panleukopenia, calici, pneumonitis, and rhinotracheitis.
- (i) "Program" means the dog, cat and wolf-hybrid spaying and neutering program described in these rules and includes the applicable immunization and sterilization

reimbursement rates for participating veterinarians and the pet owner co-pay amount established by the Agency.

(j) "Sterilization" means spaying or neutering, including examination, surgery, maintenance, anesthesia, peri-operative pain medication, discharge and removal of sutures.

(k) "Veterinarian" means a veterinarian with a valid license to practice veterinary medicine in the state of Vermont.

(l) "Voucher" means a certificate issued to a program eligible pet owner that a participating veterinarian may submit to the Agency for reimbursable costs associated with the sterilization and immunization of the pet owner's companion animal as set forth in these rules.

### **PART 3– ELIGIBILITY AND CO-PAY**

**SECTION 3.1 - GENERAL ELIGIBILITY.** This program is open to any Vermont resident who owns a companion animal acquired for no compensation or for a nominal fee of no more than \$75.00 and who is income eligible as set forth in these rules.

**SECTION 3.2 INCOME ELIGIBILITY.** The owner of a companion animal who has a household income at or below 185% of the federal poverty limit, as demonstrated by participation in a state or federal public benefit program with the same or more stringent income eligibility guidelines, is income eligible. A participant in the Vermont Department of Health's WIC Program is also income eligible.

**SECTION 3.3 PET OWNER CO-PAY AMOUNTS.** A pet owner utilizing the program is required to provide a co-payment in the minimum amount of \$25.00 per companion animal.

(a) The Agency may increase the co-payment amount by no more than \$2.00 every year, up to a maximum of \$35.00 per animal.

(b) The Agency may adopt a schedule of graduated co-payment amounts for multi-animal households, and for different animal species, size, and procedure, as long as the per animal co-pay does not go below the \$25.00 minimum.

(c) Co-payment amounts shall be paid by the pet owner to the participating veterinarian no later than the time the companion animal is presented for its sterilization procedure. The co-payment amount shall be retained by the veterinarian and shall be deducted from the total amount the veterinarian is otherwise due for reimbursable fees authorized under this program.

(d) Co-payment amounts shall be published annually.

**SECTION 3.4 FREQUENCY OF PROGRAM BENEFIT.** Pet owners who meet the program eligibility requirements are encouraged to seek vouchers for all non-sterilized companion animals in the household that qualify for VSNIP. The Agency, in its discretion, may limit the number of vouchers issued to an income eligible pet owner that has multiple non-sterilized companion animals.

**SECTION 3.5 OBTAINING A VOUCHER.** Pet owners must apply for and be determined eligible to receive a voucher for sterilization and immunization as described in these rules. The pet owner shall provide certification of income eligibility in the manner and form prescribed by the Agency. The Agency may require documentary verification of eligibility, including residency. The pet owner's full name must appear on the verifying document.

**SECTION 3.6 FALSE OR MISLEADING INFORMATION** Applicants and pet owners may be subject to the criminal sanctions of 13 V.S.A. § 3016 for false, misleading, or untrue representations in the application process or use of a voucher.

#### **PART 4 –VETERINARY PARTICIPATION**

##### **SECTION 4.1 - VETERINARIAN'S AGREEMENT TO PARTICIPATE**

(a) In order for a veterinarian to receive payment for reimbursable services rendered to a companion animal of a pet owner with a valid voucher, the veterinarian must enroll with the Agency as a participating veterinarian and annually file a "Veterinarian's Agreement to Participate."

(b) The veterinarian shall provide the following information on the agreement:

- (1) Name of Veterinarian or Veterinary Facility;
- (2) Address;
- (3) Telephone number; and
- (4) Name of facility representative, if different than the veterinarian.

(c) The veterinarian shall provide a fee schedule in the agreement, which shall be kept confidential, for the following:

- (1) The fee for sterilization of female dogs in each of the following categories of weights:
  - a. Small - Up to 25 lbs.;
  - b. Medium - 26-50 lbs.;

c. Large - 51-75 lbs.; and

d. Extra Large - Over 75 lbs.;

(2) The fee for sterilization of female cats at any weight;

(3) The fee for sterilization of male dogs in each of the following categories of weights:

a. Small - Up to 25 lbs.;

b. Medium - 26-50 lbs.;

c. Large - 51-75 lbs.; and

d. Extra Large - Over 75 lbs.;

(4) The fee for sterilization of male cats at any weight;

(5) A certifying statement that the fee schedule is accurate and the usual and customary charge for all clients.

(d) The agreement shall provide that:

(1) the veterinarian's fees for the program shall remain in effect during the effective period of the agreement;

(2) the fees shall be for the entire surgical procedure which includes hospital care, pre-surgical physical exam, anesthesia, peri-operative pain medication, and removal of sutures;

(3) Post surgical pain medication will be recommended to pet owners, at their own expense, but those fees are not covered under the existing program.

(4) the veterinarian is responsible for collecting the applicable co-pay from the pet owner for each companion animal sterilized and the co-pay shall be retained by the veterinarian and deducted from the total amount to be reimbursed by the Agency;

(5) the veterinarian shall be reimbursed for pre-surgical immunization, if needed, at his or her cost or at the state-wide, average rate determined by the Agency, whichever is lower;

(6) reimbursement to the veterinarian shall be made bi-monthly by the Agency as long as vouchers are promptly submitted for review and payment;

(7) any fees associated with any surgical complications shall not be subject to reimbursement by the Agency and will be the responsibility of the pet owner, including any fees associated with current estrus or pregnancy;

(8) the maximum amount of reimbursement for sterilization surgery to the veterinarian shall not exceed the statewide median procedure fee, as determined by the Agency;

(9) if funds for reimbursement become depleted, the Agency shall immediately notify participating veterinarians, and they can agree to stop performing surgeries under this program;

(10) the veterinarian agrees to submit all vouchers to the Agency for payment within 10 days of the end of the month in which the sterilization and immunization(s) are performed;

(11) the veterinarian shall not be reimbursed by the Agency for sterilizations performed on companion animals which are not described on a valid voucher.

(e) This Agreement shall also include:

(1) The names of the veterinarians practicing at the facility and their signatures;

(2) Vermont license number to practice veterinary medicine; and

(3) Date of agreement;

(f) Agreements shall be effective upon filing with the Agency.

#### **SECTION 4.2 OTHER PROVISIONS.**

(a) Requests for reimbursements for vouchers shall be submitted in the manner and form prescribed by the Agency, and may include the following required information:

(1) Name of veterinarian, business name, address, telephone number;

(2) Type of sterilization and date of surgery;

(3) Rabies and pre-surgical immunization(s) and date, if administered;

(4) Confirmation that co-payment was received from or on behalf of the pet owner for sterilization;

(5) Certification that the sterilization and pre-surgical immunization, if administered, was carried out as recorded; and

(6) Signature of veterinarian and date.

(b) Any veterinarian who participates or has participated in the program shall allow the Agency to inspect or audit records maintained by the veterinarian for compliance with these rules. Records shall be maintained by the veterinarian for a period of at least three years.

(c) Veterinarians may be subject to the criminal sanctions of 13 V.S.A. § 3016 for false, misleading, or untrue representations made to the Agency in connection with submitting vouchers for reimbursement.

(d) By enrolling as a participating veterinarian, the veterinarian agrees to accept the program reimbursement rates for vouchers as the full payment for the sterilization procedure, as well as for any pre-surgical immunizations, as described in these rules.

## **PART 5 – PET OWNER APPLICATION AND CONSENT FORM**

### **SECTION 5.1 – APPLICATION AND CONSENT FORM**

(a) The voucher application form shall be certified by the pet owner and filed with or delivered to the Agency for review and approval consistent with the criteria set forth in Part 3. Seniors and persons with disabilities may utilize a proxy from a recognized social service agency in the application process.

(b) Only those pet owners who are eligible as described in Part 3 of this rule shall receive voucher(s). Pet owners may apply for, and are encouraged to seek, multiple vouchers with one application for all non-sterilized companion animals they own.

(c) The pet owner shall provide the following information in the voucher application process:

(1) Name and address of pet owner;

(2) Statement of household income eligibility

(3) The following information about each animal for which a voucher is sought:

(a) Name of companion animal;

(b) Species;

(c) Breed;

(d) Sex;

(e) Animal weight/size

(f) Color(s);

(4) Statement of consent for rabies and pre-surgical immunization, and sterilization of the companion animal;

(5) Agreement to license or register the animal in the appropriate jurisdiction;

(6) Certification that the companion animal was acquired for no compensation or for a nominal fee of no more than \$75.00;

(7) Agreement to pay the applicable co-pay amount to the participating veterinarian no later than the time the animal is presented for its sterilization;

(8) Certification of accuracy and truthfulness, acknowledgement of consequences for false claim, and signature of pet owner.

(d) Incomplete applications may be rejected and the Agency may require documentary verification of all required information.

## **SECTION 5.2 VOUCHERS**

(a) If the Agency accepts and approves the application, it shall issue a non-transferrable, time-limited voucher to the pet owner for the animal described, as long as funds allow. The voucher shall contain the name and address of the pet owner as well as the name, species, sex, age/weight, and color of the companion animal. The Agency may, in its discretion, limit the number of vouchers issued to a pet owner with multiple companion animals.

(b) If the Agency denies an application, the pet owner may apply for a variance from the eligibility criteria and appeal the denial to the Secretary or designee.

(c) Vouchers must be presented to a participating veterinarian by the pet owner within six weeks (forty two days) of issuance along with the applicable co-payment. The pet owner is responsible for additional charges and non-reimbursable costs incurred by pregnancy or current estrus, including pre-surgical blood work and post-surgical pain medication.

(d) The veterinarian shall complete the appropriate section of the voucher and submit it to the Agency within 10 days of the end of the month in the form and manner prescribed by the Agency.

## **PART 6 – ADMINISTRATION**

### **SECTION 6.1 GENERAL**

(a) The Agency shall determine:

(1) the dollar amounts that translate to household income at or below 185% of the federal poverty limit for various household sizes;

(2) the statewide median reimbursement rates for veterinary sterilization procedures and the average rate for pre-surgical immunizations; and

(3) pet-owner co-pay amount(s).

(b) The Agency shall utilize fee information from participating veterinarians and the annual cost of living index (source determined by the Agency) to determine the veterinary reimbursement rates for vouchers. The Agency may consult with the Vermont Veterinary Medical Association in determining any adjustments.

(c) The Agency shall monitor, at regular intervals, the following data:

- (1) Number of surgeries performed by each participating veterinarian;
  - (2) Number of dogs spayed, neutered, or immunized by each participating veterinarian in each of the following categories:
    - a. Small - Up to 25 lbs.;
    - b. Medium - 26-50 lbs.;
    - c. Large -51-75 lbs.; and
    - d. Extra Large -Over 75 lb
  - (3) Number of cats spayed, neutered or immunized by each participating veterinarian at any weight;
  - (4) Total reimbursement made to each participating veterinarian or veterinarian practice.
  - (5) Number of vouchers issued to pet owners for each species and, if dog or wolf-hybrid, its size or weight.
  - (6) Number of vouchers distributed and utilized within geographic areas of the state, as defined by the Agency;
  - (7) Number of vouchers issued to seniors.
- (d) The Agency shall compile a summary of the data required under this section annually.

**SECTION 6.2 REIMBURSEMENT CALCULATIONS.** Total reimbursement amounts for vouchers submitted by participating veterinarians during each reimbursement period shall be determined as follows:

- (a) First, calculate a surgical procedure subtotal:
  - (1) List the number of sterilizations performed on each species and sex and if on dogs or wolf-hybrids also by size/weight, and then multiply the number in each category by the allowable cost per sterilization for that category.
  - (2) The allowable cost is either
    - (A) the actual cost, as set forth on the veterinarian's agreement to participate, as long as the actual cost is less than or equal to the statewide median cost or
    - (B) a maximum of the statewide median cost, if the actual cost, as set forth on the veterinarian's agreement to participate, is higher than the statewide median cost.

(C) in no case may a veterinarian receive reimbursement based on a sterilization fee that exceeds the state wide median cost for any surgical procedure.

(b) Second, calculate an immunization subtotal.

(1) List the number of immunizations administered for each species, by series, and

(2) multiply the number in each category by the veterinarian's approved immunization reimbursement rate for that category, as established by the Agency.

(c) Third, add the surgical subtotal to the immunization subtotal.

(d) Fourth, subtract from the resulting sum the total co-payment amount. Calculate the co-payment total by multiplying the number of surgical procedures for which reimbursement is claimed by the applicable co-payment amount that participating veterinarians are required to collect when the animal is presented for surgery.

(e) The Agency shall reimburse participating veterinarians on a bi monthly basis as long as vouchers are timely submitted and requested reimbursement amounts are accurately calculated.

### **SECTION 6.3 MISCELLANEOUS**

(a) The Agency shall maintain a current list of participating veterinarians.

(b)The Agency shall monitor the program budget and suspend or otherwise control the rate of voucher distribution if funds become depleted or may become depleted. The Agency may maintain a waiting list if the number of eligible pet owners exceeds available funding to cover vouchers.

(c)The Agency shall immediately notify participating veterinarians if funding for the program is no longer available. The Agency shall honor all vouchers presented by pet owners to veterinarians for sterilization procedures that have been completed or scheduled as of the date of notification.

(d) The Agency may reserve up to 10% of vouchers in a fiscal year for distribution to eligible seniors.

(e)The Agency shall disqualify any sterilization fee which exceeds the statewide median or any immunization fee which exceeds the statewide average.

(f) The Agency and participating veterinarians shall not disclose the names of or information pertaining to applicants for or recipients of vouchers except for the purposes directly connected with the administration of the program or when required by law.

(g) The Agency shall maintain records related to the application process for three years. Records related to payment shall be maintained for three years or until the completion of an audit initiated within the three year period.

(h) The Agency, in its sole discretion, may grant a variance to the pet owner eligibility criteria in Part 3. Requests for a variance by a pet owner or duly authorized proxy must be made in writing, accompanied by a completed application, and explain why the pet owner's circumstances are unique and exceptional and warrant departure from the criteria set forth in Part 3. The Agency shall respond to variance requests in writing. Financial hardship, alone, shall not establish a basis for granting a variance.

#### **SECTION 6.4- FUNDING FEES COLLECTED.**

Cities and towns shall forward the yearly animal population control fees collected in conjunction with the dog licensing fees to the Treasurer no later than May 15<sup>th</sup> of each year. Checks should be made payable to "Treasurer, State of VT."