STATE OF MARYLAND
DEPARTMENT OF AGRICULTURE
BEFORE THE STATE BOARD OF VETERINARY MEDICAL EXAMINERS

IN THE MATTER OF: *

KARA L. CHAPLIN SCHOEPP, D.V.M. * DOCKET NO. 02-026
LICENSE NO. 4002 *

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CONSENT AGREEMENT

This Agreement, dated this 7th day of December, 2004, is between the State Board of Veterinary Medical Examiners ("Board") and Kara L. Chaplin Schoepp, D.V.M., License No. 4002 ("Dr. Schoepp"). The Agreement concerns the charges that the Board filed against Dr. Schoepp, alleging that she violated the Maryland Veterinary Practice Act (Md. Code Ann., Agric Art. §§2-301, *et seq.*), pertaining to her treatment of Clyde, a male domestic short-hair feline owned by Ms. Liza Dyer.

Under the Veterinary Practice Act, the Board "may refuse, suspend, or revoke any application or license, and censure or place on probation any licensee ... if the veterinarian ... [f]ails to comply with Board ... regulations after receiving a license" (Md. Code Ann., Agric. Art., §2-310(8)); and in lieu of, or in addition to, suspending a veterinarian's license, the Board may impose a civil penalty of not more than $5,000 (Md. Code Ann., Agric. Art., §2-310.1).

More specifically, in this matter, the Board's charges against Dr. Schoepp include the following:

(1) In failing to record pertinent information that the owner provided at presentation concerning the animal's history as it pertained to the animal's medical status (to wit: the owner's statement that the cat had not urinated during the immediate 24-hour period), Dr. Schoepp did not comply with the record-keeping requirements for companion animals, a violation of COMAR 15.14.01.10A(5) (a veterinarian shall record a short history of the animal's condition as it pertains to the animal's medical status);

(2) In failing to re-radiograph Clyde's bladder either as part of her initial work-up of this animal, or before her shift ended several hours later, given (a) the animal's history at presentation (to wit: the owner's statement that the cat had not urinated in more than twenty-four hours, and Dr. Laden's radiograph, taken approximately fourteen hours earlier, showing the cat's bladder to be enlarged); and (b) the cat's failure to urinate before her shift ended, Dr. Schoepp's initial work-up of this emergency patient and her initial supervision of this case failed to conform to the minimal standards expected of a veterinarian in this State, a violation of COMAR 15.14.01.07.

(3) In failing to catheterize Clyde after placing him on fluids (particularly given the cat's history on presentation that he had not urinated for an extended period of time), Dr. Schoepp's care failed to conform to the minimal standards expected of a veterinarian in this State, a violation of COMAR 15.14.01.07;

(4) In failing to examine or radiograph Clyde's bladder (or interpret said radiograph) upon, or shortly after, returning to the hospital at approximately 9:00 p.m. to begin the night shift (particularly given that the patient's record indicated that the cat, although placed on fluids, had not urinated during her 12-hour absence from the hospital), Dr. Schoepp's care failed to conform to the minimal standards expected of a veterinarian in this State, a violation of COMAR 15.14.01.07; and

(5) In performing surgery upon Clyde, a male domestic short-hair feline to repair the cat's urinary bladder rupture without first contacting the owner to explain the cat's condition and obtaining the owner's permission to perform the surgery, Dr. Schoepp failed to conduct herself in relation to the public, her colleagues and their patients so as to merit their full confidence and respect, a violation of COMAR 15.14.01.04.

FINDINGS OF FACT

Dr. Schoepp, by entering into and signing this document, acknowledges that the Board could produce evidence establishing the following Findings of Fact:

1. At all times relevant to the charges, Dr. Schoepp was, and is, licensed to practice veterinary medicine in the State of Maryland; and practiced veterinary medicine at the Emergency Animal Center, located at 1896 Urbana Pike, Suite 23, Clarksburg, Maryland 20871.

2. On Saturday, August 4, 2001, Ms. Liza Dyer presented her cat, Clyde, to Dr. Sandra Laden for care. Dr. Laden owns Fox Chapel Veterinary Hospital, and is the cat's primary veterinarian. Ms. Dyer informed Dr. Laden that Clyde had been vomiting. In treating the cat, Dr. Laden (a) examined Clyde's vital functions, and observed that they were normal, (b) radiographed Clyde's abdominal region, which showed his bladder to be enlarged, and (c) administered 100cc of fluid to Clyde subcutaneously. When Clyde was discharged, Dr. Laden provided Ms. Dyer the radiograph of the cat's abdominal region, and instructed her to take Clyde to an emergency clinic if the vomiting/inappetance persisted, or if the cat failed to urinate during the next 3-4 hours.

3. Approximately fourteen hours later (that being, the early morning hours of Sunday, August 5, 2001), Ms. Dyer presented Clyde to Dr. Schoepp for emergency care. Ms. Dyer provided Dr. Schoepp the radiograph that Dr. Laden had taken, and informed her of the following: (a) Clyde had been examined by Dr. Laden on Saturday, and Dr. Laden had instructed her to monitor the cat for further vomiting and urination; (b) Clyde vomited after being discharged, and (c) Clyde had not urinated in more than 24 hours.

4. In the patient's record, Dr. Schoepp noted Clyde's primary complaints on presentation to be "vomiting" and "mild dehydration." Dr. Schoepp did not note Clyde's failure to urinate in more than 24 hours as a primary complaint. In addition, Dr. Schoepp did not note that Dr. Laden's radiograph showed Clyde's bladder to be enlarged.

5. Dr. Schoepp placed Clyde on IV fluids, and directed that he be monitored. Dr. Schoepp did not order any additional abdominal radiography for Clyde in her initial work-up on this animal. However, she did note that Clyde may need to be re-radiographed to gauge progress. Dr. Schoepp did not catheterize the cat.

6. Later that morning, at approximately 9:00 a.m., when her shift ended, Dr. Schoepp left the facility. She returned to the hospital that night, at approximately 9:00 p.m., when her next shift began. During her absence, Clyde was monitored by hospital staff. There were no entries in the patient's record indicating that Clyde had urinated during her 12-hour absence from the hospital.

7. At approximately midnight, Dr. Schoepp was advised by the nurse on duty that Clyde had not been observed to urinate during the nurse's shift, which had begun at approximately 8:00 p.m. Clyde was examined, and his bladder was found to be large and full.

8. During this examination or shortly thereafter, Clyde's bladder ruptured, which Dr. Schoepp immediately diagnosed upon further examination and radiography of the cat. The patient's record states: "[Clyde] examined and initially noted large full bladder, then bladder no longer palpable, checked on radiograph - urinary bladder not visualized." The patient's record contains no evidence suggesting that the rupture was caused by a physical abnormality.

9. Dr. Schoepp immediately took Clyde into surgery to repair the rupture. Following surgery, Clyde recovered.

CONCLUSIONS OF LAW

Based upon these Findings of Fact, the Board makes the following Conclusions of Law: In failing to re-radiograph Clyde's bladder either as part of her initial work-up of this animal, or before her shift ended several hours later, given (a) the animal's history at presentation (to wit: the owner's statement that the cat had not urinated in more than

twenty-four hours, and Dr. Laden's radiograph, taken approximately fourteen hours earlier, showing the cat's bladder to be enlarged); and (b) the cat's failure to urinate before her shift ended, Dr. Schoepp's initial work-up of this emergency patient and her initial supervision of this case failed to conform to the minimal standards expected of a veterinarian in this State, a violation of COMAR 15.14.01.07.

VOLUNTARY MEASURES

In this matter, the Board recognizes that Dr. Schoepp has cooperated fully in this inquiry. Dr. Schoepp has voluntarily reimbursed the owner the veterinary fees she incurred in this matter. In addition, Dr. Schoepp has undertaken the measures to minimize the possibility that an error like the one alleged to have occurred in this matter would occur in the future.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, finding that Kara L. Chaplin Schoepp, D.V.M., License No. 4002, violated COMAR 15.14.01.07, it is this 9th day of December, 2004, by the State Board of Veterinary Medical Examiners, **ORDERED**:

1.) That Dr. Schoepp is issued a civil penalty in the amount of Five Hundred Dollars ($500.00), but that payment of Two Hundred Dollars ($200.00) is stayed;

2.) That Dr. Schoepp's license to practice veterinary medicine in this State is suspended for two weeks, but that the suspension is stayed;

3.) That Dr. Schoepp is placed on probation for a period of six months, beginning the date this Consent Agreement is signed, under the following terms and conditions:

a.) That she obey all laws and regulations governing the practice of veterinary medicine in this State; and

b.) That she pay that portion of the civil penalty not stayed (that being, $300.00) within thirty (30) days from the date this Consent Agreement is signed; and

4.) That the remaining charges against Dr. Schoepp are dismissed.

12·9·04
Date

Chris H. Runde, D.V.M.
President, State Board of Veterinary Medical Examiners

CONSENT

I, Kara L. Chaplin Schoepp, D.V.M., acknowledge that I had an opportunity to consult with counsel before entering into and signing this document. By this Consent, I hereby acknowledge that the Board, by a preponderance of the evidence, could prove the Findings of Fact and Conclusions of Law contained herein. Accordingly, in order to resolve these matters, I agree to accept and submit to the foregoing Consent Agreement, consisting of 6 pages.

I acknowledge the validity of this Consent Agreement as if entered after the conclusion of a formal evidentiary hearing in which I would have had the right to counsel, to confront witnesses, to give testimony, to call witnesses on my own behalf, and to all other substantive and procedural protections provided by the laws of the State of Maryland. I also affirm that I am waiving my right to appeal from this Consent Agreement.

I acknowledge the legal authority and the jurisdiction of the Board to initiate these proceedings and to issue and enforce this Consent Agreement.

I sign this Consent Agreement without reservation as my voluntary act and deed after having an opportunity to consult with counsel, and I acknowledge that I fully understand and comprehend the language, meaning, and terms of this Consent Agreement.

12/7/04
Date

Kara L. Chaplin Schoepp, D.V.M.
Respondent

NOTARY

STATE OF Maryland
CITY/COUNTY OF Frederick

I HEREBY CERTIFY that on this 7th day of December, 2004, before me, a Notary Public of the State and City/County aforesaid, personally appeared Kara L. Chaplin Schoepp, D.V.M., and made oath in due form of law that the foregoing Consent Agreement was her voluntary act and deed.

AS WITNESS my hand and notarial seal.

Notary Public

My Commission expires: Feb01 2006