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

IN THE MATTER OF:	*	
PAUL F. DEAL, D.V.M. LICENSE NO. 1656	*	DOCKET NO. 05-029
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CONSENT AGREEMENT

This Consent Agreement, dated this 22 day of June, 2006, is between the State Board of Veterinary Medical Examiners ("Board") and Paul F. Deal, D.V.M., License No. 1656. The Agreement concerns the charges that the Board filed against Dr. Deal, pertaining to his treatment of "Zoey," a six-year old female Labrador mix owned by Ms. Jane Harkins.

Under State law, the Board is the licensing authority responsible for regulating the practice of veterinary medicine in this State, which includes filing disciplinary actions against veterinarians charged with violating the provisions of the Veterinary Practice Act and regulations adopted thereunder. 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 [the Veterinary Practice Act and] Board rules and 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). In this matter, the Board alleged that Dr. Deal failed to comply with the record-keeping requirements provided under COMAR 15.14.01.10. It also alleged in one instance, as an alternative charge, that Dr. Deal provided substandard care, contrary to COMAR 15.14.01.07, but has dismissed this charge.

FINDINGS OF FACTS

Dr. Deal, 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. Deal was, and is, a veterinarian licensed to practice veterinary medicine in the State of Maryland; and was the owner of the Countryside Animal Hospital, located at 50 Weber Road, Oakland, Maryland 21550.

2. On or about the night of Thursday, June 9, 2005, Ms. Jane Harkins presented her dog, "Zoey," a six-year old female Labrador mix, to Dr. Deal for emergency veterinary care; to wit: "Broken LF leg" caused by jumping out of a window.

3. Dr. Deal examined Zoey after assuming her care, but he did not record his findings in the patient's record (excepting the notation that the dog weighed 72 pounds). In answering Ms. Harkins' complaint against him with the Board, Dr. Deal states that, after physically examining Zoey's left front leg, he discovered a fracture at the distal end of the radius, but found the skin to be intact. Assuming this statement is true, Dr. Deal failed to record this and other pertinent information in the patient's record including, but not limited to, the dog's temperature and pulse.

4. Dr. Deal did not radiograph Zoey's front leg that night. He did administer morphine to the dog, and then confined her in a cage for the night.

5. On or about the following day, Dr. Deal radiographed Zoey's leg, entering the following notation in the patient's record: "X-ray radius/ulna - fx [fractured] distal radius and ulna with overriding." Dr. Deal, however, did not describe the fracture to Ms. Harkins after radiographing Zoey's leg. Likewise, Dr. Deal did not obtain Ms. Harkins' consent before proceeding with his plan to manage the dog's fractured leg, that being: performing a closed reduction and external coaptation.

6. Dr. Deal examined Zoey before anesthetizing the dog and performing surgery upon her, but he did not record his findings in the patient's record. Likewise, following surgery, Dr. Deal did not record in the patient's record the progress and disposition of the case.

7. On or about that same day, Dr. Deal discharged Zoey to Ms. Harkins' care. If Dr. Deal instructed Ms. Harkins on how to care and manage Zoey until such time that the dog could be seen by her regular veterinarian, Dr. Deal did not record this event in the patient's record.

CONCLUSIONS OF LAW

Based upon these Findings of Fact, the Board makes the following Conclusions of Law: Dr. Deal's documentation of the care provided "Zoey," a six-year old female Labrador mix owned by Ms. Jane Harkins, did not comply with the record-keeping requirements for companion animals specified under COMAR 15.14.01.10; to wit:

1. On or about June 9, 2005, after assuming the care of the subject animal, Dr. Deal recorded no information in the patient's record concerning the dog's physical condition at the beginning of custody other than her weight (72#). In failing to record other pertinent information concerning Zoey's physical condition on presentation, Dr. Deal violated COMAR 15.14.01.10A(6) (a veterinarian shall record the animal's physical condition at the beginning of custody).

2. On or about June 10, 2005, Dr. Deal anesthetized the subject animal and performed a closed reduction to treat the patient's fractured leg. Before undertaking this procedure, Dr. Deal examined the patient to assess the animal's physical condition, but failed to note his findings in the patient's record, a violation of COMAR 15.14.01.10A(6)(a) (veterinarian shall assess the patient's physical condition at the beginning of custody).

3. On or about June 10, 2005, after performing the closed reduction to treat the subject animal's fractured leg, Dr. Deal recorded no details in the patient's record documenting the dog's progress, a violation of COMAR 15.14.01.10A(8) (a veterinarian shall record the progress of a case).

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, finding that Dr. Deal violated the Veterinary Practice Act, it is this 22 day of June, 2006, by the State Board of Veterinary Medical Examiners, **ORDERED**:

1.) That Dr. Deal is assessed a Civil Penalty in the amount of Five Hundred Dollars ($500.00);

2.) That Dr. Deal's license to practice veterinary medicine in this State is suspended for a period of two weeks, but that this suspension is stayed, and that this suspension shall run concurrently with that imposed in Docket #05-026A and B; and

3.) That Dr. Deal is placed on probation for a period of six months (which also shall run concurrently with that imposed in Docket #05-026A and B) under the following terms and conditions:

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

b.) That he pay the aforementioned civil penalty within thirty (30) days from the date of this Consent Agreement; and

c.) That he read all laws and regulations governing the practice of veterinary medicine in this State.

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

CONSENT

I, Paul F. Deal, 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 4 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.

6/12/06
Date

Paul F. Deal DVM
Paul F. Deal, D.V.M.
Respondent

NOTARY

STATE OF Maryland

CITY/COUNTY OF Harford

I HEREBY CERTIFY that on this 12th day of June, 2006, before me, a Notary Public of the State and City/County aforesaid, personally appeared Paul F. Deal, D.V.M., and made oath in due form of law that the foregoing Consent Agreement was his voluntary act and deed.

AS WITNESS my hand and notarial seal.

Notary Public

My Commission expires:
02-01-09