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

IN THE MATTER OF:	*	
LEROY E. JOHNSON, D.V.M. License No. 796	*	DOCKET NO. 05-001
	*	

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CONSENT AGREEMENT

This Consent Agreement, dated this 8th day of December, 2005, is between the State Board of Veterinary Medical Examiners ("Board") and Leroy E. Johnson, D.V.M., License No. 796. The Agreement concerns the charges that the Board filed against Dr. Johnson, pertaining to his treatment of "Creole," an eight-year old female Cocker Spaniel owned by Ms. Chenita Harmon.

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 charges against Dr. Johnson includes the following:

1.) The care he provided Creole fell below the minimal standard required of a veterinarian in this State, a violation of COMAR 15.14.01.07; and

2.) He failed to comply with the record-keeping requirements for companion animals provided under COMAR 15.14.01.10.

FINDINGS OF FACTS

Dr. Johnson, 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. Johnson was, and is, licensed to practice veterinary medicine in the State of Maryland; and practiced veterinary medicine at the Pocomoke Animal Hospital located at 1139 Ocean Highway, Pocomoke, Maryland 21851.

2. On or about December 3, 2004, Ms. Chenita Harmon presented "Creole," an eight-year old female Cocker Spaniel, to Dr. Johnson for veterinary care (to wit: Creole's complaints on presentation were: walking with difficulty, not eating, straining to urinate, and blood in urine).

3. Dr. Johnson examined Creole and made the following notation in the patient's record: "12/3/04 Creol - vomiting occasionally, 104° temp., slight diarrhea, some blood in urine, occasional straining to urinate, abdominal palpation shows slight pain in left kidney area. Diag: intestinal and urinary infection, admin 1 cc penicillin, kept." Dr. Johnson, however, did not record Creole's weight and other pertinent information about the dog's physical condition.

4. Based on his physical examination of the dog and her presenting history, Dr. Johnson diagnosed that Creole was suffering from an "intestinal and urinary infection."

5. Although Creole had blood in her urine, Dr. Johnson ordered no diagnostic testing to further investigate her urinary tract problem (if blood is visible in the urine, a urinalysis, at a minimum, should be performed).

6. To treat her intestinal and urinary infection, Dr. Johnson administered "1 cc penicillin" to Creole. Given its common use and associated resistance, however, Procaine Penicillin is less likely to be effective in treating a bladder infection than other antibiotics, such as Ampicillin.

7. Dr. Johnson kept Creole overnight for observation. Dr. Johnson made no further notations in the patient's record concerning Creole's condition or progress that night.

8. On the following day, Dr. Johnson's notations concerning Creole's condition or progress were as follows: a.) her temperature was 102°F, b.) "no vomiting, no diarrhea,"

and c.) "won't eat for us." Dr. Johnson again administered 1 cc of penicillin to Creole. Later that day, he discharged the dog to Ms. Harmon.

9. On or about December 6, 2004, believing that Creole's condition had deteriorated, Ms. Harmon once more presented her dog to Dr. Johnson for veterinary care.

10. Dr. Johnson examined Creole and made the following notations in the patient's record: a.) "Palpation showed bladder stones," and b.) the dog's temperature was 101.5°F.) Dr. Johnson, however, did not record other pertinent information in the patient's record concerning Creole's physical condition.

11. Dr. Johnson administered "1 cc penicillin" to Creole, and kept her for surgery to remove bladder stones. Before undertaking this procedure, Dr. Johnson did not perform any diagnostic testing which would have aided him in investigating Creole's urinary tract problem, including the pending surgery (to wit: in light of his palpation findings -- that being: calculi -- and the presence of blood in Creole's urine, Dr. Johnson, at a minimum, should have radiographed the dog's abdominal region to ascertain the number of calculi and their location, *viz.*, whether the calculi were in the renal pelvis, ureters, and urethra, as well as the bladder).

12. On or about December 7, 2004, Dr. Johnson performed surgery upon Creole. Dr. Johnson's surgical log of the event consists of the following: "[R]emove bladder stones. Purulent fluids gushed out when incision was made (about 4 oz.). Extreme Peritonitis!! Flushed abdominal cavity with 3 1000 cc bottles of saline. Gave 1 cc Dexamethasone and 2 cc Penicillin." Dr. Johnson should have investigated the source of the peritoneal fluid and determined whether the fluid was septic, exudate, or transudate. If these steps were taken, Dr. Johnson did not record his findings in the patient's record. Additionally, in light of his intra-operative diagnosis of "extreme peritonitis," Dr. Johnson should have should have begun administering fluids and antibiotics intravenously to Creole.

14. Post-operatively, Dr. Johnson only recorded the following notation: "[Creole was] awake and on feet by 7:30."

15. On the following day, Creole died. The patient's record that day consists of the following notations: "Creole - up and walking this A.M. Gave 2 cc Penicillin. Condition deteriorating by 10:30 A.M. Breathing has become labored some. Gave ½ cc Dex., ½ cc Glycopyrolate. Breathing better over next hour. Noon - [checked] on Creole - seems stable and breathing easier ([checked] temp. 100°). 1 P.M. Creole - breathing very labored. Weak, staggering when trying to walk. Gave fluids - Lactated ringers s.q. 500 cc w/ Dextrose, ½ cc Glycopyrolate. Died while still getting ringers."

CONCLUSIONS OF LAW

Based upon these Findings of Fact, the Board makes the following Conclusions of Law:

1.) Dr. Johnson's documentation of the care he provided "Creole," an eight-year old female Cocker Spaniel owned by Ms. Chenita Harmon, did not comply with the record-keeping requirements for companion animals specified under COMAR 15.14.01.10, to wit:

a.) On or about December 3, 2004, and again on December 6, 2004, Dr. Johnson assumed the care of the subject animal. On both occasions, Dr. Johnson failed to record pertinent information concerning Creole's physical condition on presentation, Dr. Johnson violated COMAR 15.14.01.10A(6) (a veterinarian shall record the animal's physical condition at the beginning of custody);

b.) Although he kept the subject animal overnight for observation on December 3, 2004, Dr. Johnson did not record any information in the patient's record concerning the dog's condition or progress that night, and recorded only limited information concerning her condition or progress the following day, which is a violation of COMAR 15.14.01.10A(8) (a veterinarian shall record the animal's progress);

c.) On or about December 7, 2004, Dr. Johnson performed surgery upon the subject animal to remove bladder stones. Dr. Johnson observed purulent fluids gush out when he made the incision, and made the following intra-operative diagnosis:

"extreme peritonitis." If Dr. Johnson investigated the source of the purulent fluids and whether the fluid was septic, exudate, or transudate, he did not record his findings in the patient's record, a violation of COMAR 15.14.01.10A(9) (a veterinarian shall maintain a surgical log). In addition, if Dr. Johnson took steps to address the extreme peritonitis that he diagnosed (*e.g.*, administering fluids and antibiotics intravenously), he did not record this information in the surgical log, a violation of COMAR 15.14.01.10A(9).

2.) Dr. Johnson's treatment of the subject animal fell below the minimal standard of care customary among veterinarians in this State, a violation of COMAR 15.14.01.07, to wit:

a.) On or about December 3, 2004, after assuming care of the subject animal, whose complaints included, among other things, some blood in urine, Dr. Johnson failed to order any diagnostic testing to further investigate the dog's urinary tract problem (if blood is visible in the urine, a urinalysis, at a minimum, should be performed); and

b.) On or about December 6, 2004, Dr. Johnson again assumed the care of the subject animal. On physical examination of the dog, he palpated bladder stones. On the following day, Dr. Johnson performed surgery upon the subject animal to remove the bladder stones. Before undertaking this procedure, however, Dr. Johnson did not perform any diagnostic testing, which would have aided him in investigating Creole's urinary tract problem, including the pending surgery (to wit: in light of his palpation findings -- that being: calculi -- and the presence of blood in Creole's urine, Dr. Johnson, at a minimum, should have radiographed the dog's abdominal region to ascertain the number of calculi and their location, *viz.*, whether the calculi were in the renal pelvis, ureters, and urethra, as well as the bladder).

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, finding that Dr.

Johnson violated the Veterinary Practice Act, it is this 8th day of December, 2005, by the State Board of Veterinary Medical Examiners, **ORDERED**:

1.) That Dr. Johnson is assessed a civil penalty in the amount of One Thousand Three Hundred Fifty Dollar ($1,350.00), that payment of Three Hundred Fifty Dollars ($350.00) of this amount is stayed, and that Dr. Johnson shall pay that portion of the civil penalty not stayed (that being, One Thousand Dollars ($1,000.00)) within thirty (30) days from the date of this Consent Agreement;

2.) That Dr. Johnson's license to practice veterinary medicine in this State is suspended for a period of one week, but that this suspension is stayed; and

3.) That Dr. Johnson is placed on probation for a period of six months 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 portion of the civil penalty not stayed within thirty (30) days from the date of this Consent Agreement; and

c.) That he immediately institute new record-keeping procedures that meet the requirements of COMAR 15.14.01.10, and provide the Board on or before the second Thursday of each month, for a period of three months, a copy of the treatment record for one animal presented to him that month.

12/8/05
Date

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

CONSENT

I, Leroy E. Johnson, 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.

12-1-05
Date

Leroy E. Johnson, D.V.M.
Respondent

NOTARY

STATE OF MARYLAND

~~CITY~~/COUNTY OF WORCESTER

I HEREBY CERTIFY that on this 1st day of December, 2005, before me, a Notary Public of the State and City/County aforesaid, personally appeared Leroy E. Johnson, 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.

Virginia Fay Brittingham
Notary Public

My Commission expires: 12/1/07

