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

IN THE MATTER OF:	*	
BADR OWEIS, D.V.M. LICENSE NO. 2099	*	DOCKET NO. 09-24
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DECISION AND ORDER

The State Board of Veterinary Medical Examiners ("Board") is the State licensing authority that oversees the practice of veterinary medicine in Maryland. Under the Veterinary Practice Act, Md. Code Ann., Agric. Art., §2-301 et seq., the Board may prescribe reasonable standards for the practice of veterinary medicine, including conduct and ethics. The Board also may discipline a veterinarian who violates a law or regulation governing the practice of veterinary medicine in this State. Specifically, the Board may "suspend, or revoke [the veterinarian's] license, and censure or place [the veterinarian] on probation" (Md. Code Ann., Agric. Art. §2-310); 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). As noted more fully below, the Board has determined that Dr. Badr Oweis, the owner of Beltway Animal Clinic & Hospital ("Beltway"), located at 612 Edmondson Avenue, Catonsville, Maryland 21228, in his treatment of Smokey, a canine owned by William Gunn, Jr., violated Agriculture Article §2-310, Annotated Code of Maryland, and certain regulations adopted under this Subtitle. Specifically, the Board finds that Dr. Oweis violated: (1) COMAR 15.14.01.04 (Professional Conduct); (2) COMAR 15.14.01.07 (Professional Judgment and Practice);

and (3) COMAR 15.14.01.10 (Record Keeping); and for these violations, it SUSPENDS Dr. Oweis' license to practice veterinary medicine in this State for two years (stays one year of this suspension), places him on PROBATION for two years, and imposes a CIVIL PENALTY in the amount of Four Thousand Dollars ($4000.00) (stays Three Thousand Dollars ($3000.00) of this amount).

STATEMENT OF THE CASE

In a Notice of Agency Action, dated August 31, 2009, the Board alleged that on September 28, 2008 Dr. Oweis violated:

(1) COMAR 15.14.01.04 (Professional Conduct), because he performed an ovario-hysterectomy on Smokey without the consent of the owner, William Gunn, Jr.;

(2) COMAR 15.14.01.07 (Professional Judgment and Practice), because he performed major abdominal surgery on Smokey, without the use of appropriate analgesics; and

(3) COMAR 15.14.01.10 (Record Keeping), because the medical record documenting his care and treatment of the dog was deficient.

Dr. Oweis requested a hearing to contest the charges under COMAR 15.14.02.01-1.

On December 10, 2009, the Board conducted a hearing in this matter. Dr. Chris H. Runde, the Board's President, presided over the hearing. The following Board members were present: John L. Heizer, D.V.M., Vice President; Reggie R. Cox, D.V.M., Secretary; Steven W. Kurtz, D.V.M.; David L. Handel, D.V.M.; Kimberly J. Cutchins; and Bernadette Morrissey Wood. Thomas F. Filbert, Assistant Attorney General, served as counsel to the Board. Claudia A. Diamond, Assistant Attorney General, presented evidence on the Board's behalf. Jeremy R. Krum, Esq. and Stephen L. Miles, Esq. represented Dr. Oweis.

Before the hearing, the Board, on its own initiative, consolidated the above-captioned matter with three other cases pending against Dr. Oweis. One of these cases charged Dr. Oweis with acting in an unprofessional manner (Docket No. 08-91); and another case charged Dr. Oweis with: (a) acting unprofessionally, (b) providing substandard care to an animal, and (c) maintaining substandard patient records (Docket No. 09-40). The third case charged Dr. Oweis with operating an unsanitary hospital (Docket No. 09-61). After the proceedings in these matters began, Mr. Krum, on behalf of Dr. Oweis, moved to have each of the four cases heard separately, arguing that they did not involve a common subject matter. The Board formally granted Mr. Krum's motion pertaining to the case charging that Dr. Oweis operated an unsanitary hospital. Although it issued no formal ruling with respect to the remaining cases, the Board treated each case as though it had granted Mr. Krum's motion; that is, it heard each case separately. Post-hearing, in its review and decision-making process, the Board has continued to treat each case separately. Consistent with its actions, the Board formally grants this motion with respect to the remaining cases.

EXHIBITS

The following exhibits were introduced and made a part of the record:

(a) Board Exhibit No. 1: A paper identified as an index card, containing statements drafted by Dr. Oweis, signed by Mr. Gunn;

(b) Board Exhibit No. 2: A paper dated "9/28/2008" identified as an invoice for services rendered on that date; and

(c) Board Exhibit No. 3: A paper identified as the patient record for Smokey.

WITNESSES

Two witnesses testified on behalf of the Board: William Gunn, Jr., the owner of Smokey, and the individual who initiated the complaint filed against Dr. Oweis in this matter, and Dr. Jill Shook, the subsequent treating veterinarian. Dr. Oweis testified on his own behalf.

SUMMARY OF TESTIMONY

Dr. Shook testified that she is licensed to practice veterinary medicine in this State and owns and operates a veterinary hospital in Baltimore, Maryland, known as City Pets Veterinary Care and Wellness. Dr. Shook testified that she has known Mr. Gunn since 2006, noting that Mr. Gunn has "other pets" that she saw "prior to Smokey." Dr. Shook also noted that Mr. Gunn first presented his dog, Smokey, to her on October 2, 2008, adding that the dog had been recently seen by Dr. Oweis. More specifically, Dr. Shook noted that Mr. Gunn had advised her that he was "not very happy with the care that Smokey had received" from Dr. Oweis; that Smokey had injured her paw and that he [Mr. Gunn] took the dog to Dr. Oweis because it was Sunday [September 28, 2008] and he "didn't know where else to go"; that Dr. Oweis had asked him [Mr. Gunn] if he would like Smokey to be spayed too; that he [Mr. Gunn] said no; and that Dr. Oweis performed this procedure "without his [Mr. Gunn's] consent."

At presentation on October 2, 2008, Dr. Shook observed that Smokey: (a) "was very lethargic"; (b) "had a temperature of 104.2"; and (c) had a "very swollen" spay incision "about the size of a tennis ball" with a "bloody mucopurulent discharge." Dr.

Shook also observed a bandage made of "cast padding with masking tape" on Smokey's front paw; and after removing the bandage, observed a "small puncture wound," but no sutures.

On the following day, Dr. Shook performed exploratory surgery on Smokey's abdomen. Specifically, Dr. Shook removed two stainless steel sutures from the incision, opened it, drained the discharge, extended the incision to determine whether the body wall was intact, flushed the abdominal cavity, and closed. Dr. Shook opined that Smokey's infection arose from the manner in which Dr. Oweis had closed the incision – a closing which she described from her experience as not typical. Following surgery, Dr. Shook prescribed: (a) antibiotics to treat Smokey's post-operative wound infection (adding Clindamycin – and later Chloramphenicol, based on the laboratory test she ordered – to the Amoxicillin that Dr. Oweis had previously prescribed); and (b) analgesics (Tramadol and Deramaxx) to treat the dog's post-surgical pain.

Dr. Shook noted that she had determined that Dr. Oweis had prescribed Amoxicillin for the dog based on information supplied by Mr. Gunn and a facsimile she received from Dr. Oweis; and that based on the same sources, saw no evidence that Dr. Oweis had prescribed pain medication to treat the dog's post-surgical pain. Dr. Shook also opined that it was her professional opinion that the failure to prescribe analgesics following a canine spay for effective pain management constitutes substandard care – that pain control is a very standard operating procedure at this point.

Next, Mr. Gunn testified, stating that he presented Smokey to Dr. Oweis on Sunday [September 28, 2008] because the dog had cut her foot, adding that the wound

would not stop bleeding and that he believed it to be an emergency. Mr. Gunn described Smokey as a "cross between a Pit [Bull] and Lab[rador Retriever]" and, contrary to Dr. Oweis' testimony, stated that she is not an aggressive dog, and was behaving when he first presented her to Dr. Oweis for veterinary care. Mr. Gunn also testified that he carried Smokey into Dr. Oweis' hospital.

Mr. Gunn noted that Dr. Oweis advised that he [Dr. Oweis] would "probably have to give the dog anesthesia," and that he [Dr. Oweis] would call him about 4:00 or 5:00 that evening. Mr. Gunn also noted that Dr. Oweis estimated the cost to treat Smokey's wound to be "somewhere in the neighborhood" of $350.00 or $360.00; and that he [Mr. Gunn] left a deposit of $250.00.

Mr. Gunn also testified that Dr. Oweis asked about "getting Smokey spayed" and quoted him a price for performing the procedure; and that he [Mr. Gunn] told him no. Mr. Gunn stated "why would I get a dog spayed on a Sunday ... [by] a doctor I don't know anything about...;" adding that he was concerned about the wound to Smokey's paw. Mr. Gunn also testified that Dr. Oweis asked whether Smokey had been treated for heartworm; and that he [Mr. Gunn] had said yes, but could not recall the date, and would call him [Dr. Oweis] after he got home, which he did.

When Mr. Gunn did not hear from Dr. Oweis at 5:00 P.M. that evening, he called; and Dr. Oweis told him that Smokey was still groggy and that he [Dr. Oweis] would call back in 15-20 minutes. When Mr. Gunn did not hear from Dr. Oweis by 6:00 P.M., he called again; and Dr. Oweis told him that the dog still was groggy, but that he [Mr. Gunn] could get her.

When Mr. Gunn arrived at the facility, Dr. Oweis stated that he [Mr. Gunn] owed him an additional $360.00.[1] Surprised and angered by this statement, Mr. Gunn asked "how, why," indicating that the $360 figure was too high because the balance due should be "minus" the $250.00 deposit that he [Mr. Gunn] already gave him. Mr. Gunn then testified that Dr. Oweis told him that he [Dr. Oweis] had spayed Smokey too; and asked him how much money he had in his pocket. Mr. Gunn testified that he told Dr. Oweis that he had $200, but that he had not elected to have Smokey spayed, adding that "no means no." Mr. Gunn also testified that if he had opted for this surgical procedure, he would have brought the additional money with him.

Mr. Gunn acknowledged that he signed an index card [Board Exhibit No. 1] containing hand-written statements that he did not draft. The index card reads as follows:

> Statement
> I owner of "Smokey" was informed and agreed to:
> 1 – To sedate and operate on her feet as necessary.
> 2 – I will present proof of vaccination or I accept
> giving her needed vaccination.
> 3 – Deposit of $250 does not include thespay
> + surgical repair I will pay[2]

Mr. Gunn, however, disputes the third statement. Mr. Gunn testified that when he signed the index card, the third statement was not present, claiming that this statement was

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[1] As shown on the invoice [Board Exhibit No. 2], the balance due actually was $338.00.

[2] The lack of spacing between the words "the" and "spay" in the third statement is not a typographical error. It appears this way because there is little or no spacing between these words on the written statement that Dr. Oweis prepared. Similarly, the "+" does not line up underneath the "D" in the word "Deposit" because that it is how it appears on the written statement that Dr. Oweis prepared. Compare the "g" in "giving," which does line up underneath the word "I" in the second written statement that Dr. Oweis prepared.

"added after the fact." Specifically, it was added after his Mr. Gunn's wife later asked Dr. Oweis for a receipt, and after Dr. Oweis "went upstairs" at his hospital. Mr. Gunn noted that when Dr. Oweis "came back downstairs," the third statement was present. When questioned further about the index card, Mr. Gunn testified that he learned very young to read everything you sign and if "number 3" was there, and he had consented to the procedure, there would have been no hearing because he stands by his word.

In response to a question whether Dr. Oweis had provided "any kind of pain medication to go home with," Mr. Gunn testified that he was given "antibiotics and salve"; and that he "doesn't take antibiotics to be pain medication."

Mr. Gunn also testified that when he left Dr. Oweis' facility after retrieving Smokey, he was "agitated," irritated," and "frustrated," because if he had not paid Dr. Oweis the additional $360 that he [Dr. Oweis] charged for the spay that he [Mr. Gunn] did not authorize, Dr. Oweis would not have returned the dog to him. When Mr. Gunn was asked why he never made an attempt to get his money back, he testified that he talked to a few friends who are lawyers and they said that he would have to file a civil suit, adding that it was not about the money, but about his animal.

Finally, Dr. Oweis testified, stating that Mr. Gunn presented Smokey for veterinary care because the dog "was bleeding on the foot," "bleeding profusely," "so it had to be stopped." Dr. Oweis also testified that, when he examined Smokey (whom he described as "aggressive"), she was showing signs of "uterine prolapse"; adding that he had advised Mr. Gunn that "when he [Mr. Gunn] is at work" the dog "could die from bleeding." Dr. Oweis also testified that Mr. Gunn authorized the spay, after he had tried

to call his wife; and that he [Mr. Gunn] signed the index card [Board Exhibit No. 1] containing three statements that he [Dr. Oweis] drafted; and that the third statement reads: "Deposit of $250 does not include the spay and the surgical repair I will pay" – a statement that he [Dr. Oweis] claims was not added at a later time, as Mr. Gunn had testified.

Dr. Oweis also testified that he did everything that is noted on the invoice [Board Exhibit No. 2], including the administration of pain medication. Dr. Oweis, however, acknowledged that he did not administer any pain medication to Smokey following the ovario-hysterecotmy, stating that he never does so for a spay, that "it's not needed." Instead, Dr. Oweis testified that he administered the pain medication before performing the surgical procedure, claiming that Acepromazine, which he used to tranquilize Smokey, "also controls the pain."

DISCUSSION

Much of Dr. Oweis' testimony conflicts with Mr. Gunn's testimony. For example, contrary to Mr. Gunn, Dr. Oweis testified that Smokey was aggressive. The Board did not find Dr. Oweis' testimony credible on this point, noting that Dr. Oweis was able to treat Smokey by himself, without Mr. Gunn's assistance – a feat that the Board finds would have been hard-pressed for Dr. Owies or any veterinarian to have performed if the dog truly was aggressive.

In addition, contrary to Mr. Gunn's testimony, Dr. Oweis testified that the index card [Board Exhibit No. 1] that Mr. Gunn signed contained the following hand-written statement when he signed it: "Deposit of $250 does not include the spay + surgical repair

I will pay." As explained below, the Board finds that this statement – at least in its entirety – was not present when Mr. Gunn signed the index card.

Moreover, even assuming that it was present, as Dr. Oweis has testified, the Board finds that this statement did not provide Dr. Oweis the necessary authorization to perform an ovario-hysterectomy on Smokey. In fact, the Board notes that the statement does not actually authorize Dr. Oweis to do anything. Instead, it simply states the deposit that Mr. Gunn left did not include (a) "the surgical repair" (which, presumably, was a treatment option that Dr. Oweis believed might be "necessary"[3] to repair Smokey's wounded paw if the bleeding did not stop), "+" (b) "the spay" (which, as noted, is the procedure that Mr. Gunn disputes he had authorized Dr. Oweis to do). Very simply, the fact that the deposit did not include the cost of a particular procedure cannot be read as constituting consent from the owner to perform the procedure. Indeed, the statement is susceptible to more than one meaning and can just as easily be read to mean that, despite Dr. Oweis' urging that the procedure be performed, Mr. Gunn had not (yet) authorized it; and, in the event he (subsequently) did, the deposit would not cover the procedure. In short, the statement is ambiguous and, because it was drafted by Dr. Oweis, it must be construed against him. *See Anderson Adventures, LLC v. Sam & Murphy, Inc.*, 176 Md. App. 164, 179 (2007) ("where an ambiguity exists in a contract, the ambiguity is 'resolved against the party who made it... because that party had the better opportunity to understand or explain the meaning'").

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[3] As specified on the index card that Mr. Gunn signed, Dr. Oweis was "to sedate and operate on her [Smokey's] feet as necessary." Indeed, based on Dr. Shook's findings, the Board finds that while Dr. Oweis bandaged Smokey's paw, he did little else; and certainly did not do any surgical repair to it.

As noted above, the Board finds that this statement was not present – at least in its entirety – when Mr. Gunn signed the index card. On this point, the Board has determined that Dr. Oweis' testimony is not credible. Indeed, upon close examination of the actual written statement, it appears to the Board that the word "spay" and the "+" sign are out of place or, perhaps, more aptly put, crammed into place – that is, it appears that they were added to the statement after the fact. Specifically, the Board finds that this statement was altered, and that it did not include the word "spay" and the "+" sign at the time that Mr. Gunn signed the index card, but instead simply read: "Deposit of $250 does not include the surgical repair I will pay."

The Board finds that the original estimate that Dr. Oweis provided Mr. Gunn to treat Smokey was, as Mr. Gunn testified, "somewhere in the neighborhood" of $350.00 or $360.00; and that this estimate, as evident from the first statement noted on the index card [Board Exhibit No. 1], did not include the cost of the "surgical repair" to Smokey's paw because Dr. Oweis had not yet deemed this procedure "necessary" (and thus, did not add it into the estimate). Indeed, as shown below, if the stated costs of the two surgeries shown on the invoice are subtracted from the total bill [Board Exhibit No. 2], the total bill would have been more in line with the original estimate – not the $588.00 bill that Dr. Owies later presented Mr. Gunn.

$588 (the total bill)
\- $220 (the cost of the two surgeries)
= $368.00.

Instead, the Board finds Mr. Gunn's testimony on this issue more credible and, in particular, it finds the following statement most relevant: "Why would I get a dog spayed on a Sunday ... [by] a doctor I don't know anything about...;" adding that he was

concerned about the wound to Smokey's paw.

Much of Dr. Oweis' testimony also conflicted with Dr. Shook's testimony – particularly on the critical point of pain management. Dr. Oweis testified that he does not administer pain medication after performing an ovario-hysterectomy because it is not needed, and did not do so in this case. Conversely, Dr. Shook testified that the failure to prescribe analgesics following a canine spay for effective pain management constitutes substandard care – that pain control is standard operating practice at this point. The Board finds Dr. Shook's testimony more credible on this point, and that the failure to administer pain medication following an abdominal surgery, such as an ovario-hysterectomy, constitutes substandard care.

In examining the patient record that Dr. Oweis created for Smokey [Board Exhibit No. 3], the Board notes that it does not include certain notations required under COMAR 15.14.01.10. Specifically, the patient record does not show the dog's weight, temperature, and respiratory rate at the beginning of custody. Similarly, the patient record, unlike the invoice that Dr. Oweis provided Mr. Gunn [Board Exhibit No. 2], does not show that Dr. Oweis had administered the following shots to Smokey: (a) Rabies; (b) Parvovirus; and (c) DHLP. While the patient's record shows that Dr. Oweis administered Atropine and Flocillin to Smokey, it does not show the respective drug's concentration (*e.g.*, how many milligrams per milliliter). Similarly, while the patient's record shows that Dr. Oweis administered Acepromazine, it does not show the route of administration (*e.g.*, whether it was a subcutaneous or intramuscular injection). Finally, the patient's record does not show either the suture material or pattern used to perform the ovario-hysterectomy and close the dog's skin.

FINDINGS OF FACTS

1. Dr. Oweis, a licensed veterinary practitioner in this State is, and was, at the time of the incidents described in the above-captioned matter, the owner of Beltway Animal Clinic & Hospital, located at 612 Edmondson Avenue, Catonsville, Maryland 21228.

2. On or about Sunday, September 28, 2008, William Gunn, Jr., the owner of "Smokey," a female Pit Bull/Labrador Retriever mix-breed, took the dog to Beltway Animal Clinic because the dog had cut her paw and the wound would not stop bleeding. At the time, Mr. Gunn was not familiar with Dr. Oweis; and only took Smokey to Dr. Oweis that day because the facility owned by Dr. Jill Shook, the veterinarian who regularly treats his animals, was not open on Sundays.

3. After arriving at Beltway Animal Clinic, Mr. Gunn carried Smokey into the facility. Smokey is not an aggressive dog.

4. Dr. Oweis advised Mr. Gunn that, to treat the wound to Smokey's paw, he would "probably have to give the dog anesthesia," and that he would call Mr. Gunn about 4:00 or 5:00 that evening and inform him of the dog's status. Dr. Oweis estimated the cost to treat Smokey's wound to be "somewhere in the neighborhood" of $350.00 or $360.00.

5. Mr. Gunn gave Dr. Oweis a $250 deposit. The $350.00 to $360.00 estimate that Dr. Oweis provided Mr. Gunn did not include the cost of the "surgical repair" to Smokey's paw because Dr. Oweis had not yet deemed this procedure "necessary."

6. When Mr. Gunn arrived later that day to pick up Smokey, Dr. Oweis informed him that he had performed an ovario-hysterectomy on Smokey and that Mr. Gunn was now responsible for an additional $338.00 in charges.

7. Although Dr. Oweis had discussed the possibility of performing an ovario-hysterectomy on Smokey, Mr. Gunn did not authorize Dr. Oweis to perform this procedure – something he told Dr. Shook a few days later.

8. Mr. Gunn paid Dr. Oweis the additional money that Dr. Oweis demanded for the disputed ovario-hysterectomy because, if he did not, Dr. Oweis would not have released Smokey. Mr. Gunn decided not to attempt to get his money back from Dr. Oweis after speaking to a few friends who are lawyers, who advised him that he would have to file a civil suit.

9. The writings on the index card [Board Exhibit No. 1] that Mr. Gunn signed did not authorize Dr. Oweis to perform the ovario-hysterectomy. In particular, the third statement did not authorize Dr. Oweis to perform this procedure (assuming, as Dr. Oweis testified, it was present when Mr. Gunn signed the index card). This statement, as it appears on Board Exhibit No. 1, provides: "Deposit of $250 does not include the spay + surgical repair I will pay." The Board finds that this statement, which was drafted by Dr. Oweis, does not actually authorize Dr. Oweis to do anything. Instead, it simply states that the deposit that Mr. Gunn left did not include: (a) "the surgical repair" (which, presumably, was a treatment option that Dr. Oweis believed might be "necessary" to repair Smokey's wounded paw if the bleeding did not stop); "+" (b) "the spay" (which, as noted, is the procedure that Mr. Gunn disputes he had authorized Dr. Oweis to do). The fact that the deposit did not include the cost of a particular procedure cannot be read as constituting consent from the owner to perform the procedure.

10. The third statement was not present – at least in its entirety – when Mr. Gunn signed

the index card. Instead, this statement read as follows: "Deposit of $250 does not include the surgical repair I will pay." Subsequently, Dr. Oweis added the word "spay" and the "+" sign to this sentence; that is to say, the word "spay" and the "+" sign were added to this sentence after Mr. Gunn already had signed the index card.

11. Dr. Oweis administered Acepromazine, a tranquilizer, to Smokey before performing the ovario-hysterectomy on her. While this drug does have analgesic effect, its use here was to tranquilize the dog before surgery – not for post-surgical pain management. Indeed, Dr. Oweis did not administer any pain medication to Smokey following the ovario-hysterectomy.

12. Administering analgesics following a canine spay for effective pain management is standard veterinary care; and the failure to do so is not.

13. On October 2, 2008, Mr. Gunn, concerned about Smokey following her discharge from Dr. Oweis, presented Smokey to Dr. Shook. At presentation, Smokey: (a) "was very lethargic"; (b) "had a temperature of 104.2"; and (c) had a "very swollen" spay incision "about the size of a tennis ball" with a "bloody mucopurulent discharge." Smokey also had a bandage made of "cast padding with masking tape" on her front paw. When Dr. Shook removed the bandage, she observed a "small puncture wound." Dr. Shook, however, did not see the sutures that Dr. Oweis testified he used to treat the dog's paw.

14. On October 3, 2008, Dr. Shook performed exploratory surgery on Smokey's abdomen. Dr. Shook opined that Smokey's infection arose from the manner in which Dr. Oweis had closed the incision – a closing which she described from her experience as not

typical. Following surgery, Dr. Shook prescribed: (a) antibiotics to treat Smokey's postoperative wound infection (adding Clindamycin – and later Chloramphenicol, based on the laboratory test she ordered – to the Amoxicillin that Dr. Oweis had previously prescribed); and (b) analgesics (Tramadol and Deramaxx) to treat the dog's post-surgical pain.

15. Dr. Oweis failed to document in the patient's record the following information pertaining to his treatment of Smokey:

(a) The dog's weight, temperature, and respiratory rate at the beginning of custody;

(b) The administration of the following shots that he administered to Smokey: (i) Rabies, (ii) Parvovirus, and (iii) DHLP;

(c) The respective concentration of Atropine and Flocillin that he administered to Smokey (*e.g.*, how many milligrams per milliliter);

(d) The route of administration of the drug Acepromazine that he administered to Smokey (*e.g.*, whether it was a subcutaneous or intramuscular injection); and

(e) The suture material or pattern used to perform the ovario-hysterectomy and close the dog's skin.

CONCLUSIONS OF LAW

Based on the foregoing findings of fact, the Board determines that Dr. Oweis, a licensed veterinary practitioner in this State and the owner of Beltway Animal Clinic & Hospital, located at 612 Edmondson Avenue, Catonsville, Maryland 21228, violated Agriculture Article, §2-310, Annotated Code of Maryland, and:

1.) COMAR 15.14.01.04 (Professional Conduct) because he performed an ovario-

hysterectomy on Smokey without the owner's consent;

2.) COMAR 15.14.01.07 (Professional Judgment and Practice) because he performed major abdominal surgery on Smokey without the use of appropriate analgesics; more specifically, he failed to provide pain medication to the dog following the ovario-hysterectomy and thus, failed to comply with minimal standards of care; and

3.) COMAR 15.14.01.10 (Record Keeping) because he failed to record:

(a) Smokey's weight, pulse, and respiratory rate on presentation and thus, failed to record certain vital information pertaining to the dog's physical condition at the beginning of custody, as required by this regulation;

(b) The rabies vaccination, the DHLP vaccination, and other veterinary care that he administered to Smokey, and thus, failed to record all the treatments that he provided the dog as required by this regulation;

(c) The respective concentration of Atropine and Flocillin that he administered to Smokey (*e.g.*, how many milligrams per milliliter);

(d) The route of administration of the drug Acepromazine that he administered to Smokey (*e.g.*, whether it was a subcutaneous or intramuscular injection); and

(e) The suture material or pattern used to perform the ovario-hysterectomy and close the dog's skin, and thus, failed to create a surgical log as required by this regulation.

ORDER

Based on the foregoing findings of fact and conclusions of law, and the fact that

Dr. Oweis has been disciplined previously,[4] the Board, on this 10th day of January, 2011, hereby ORDERS:

[4] In SBVME Docket No. 02-054 (November 2004), Dr. Oweis was determined to have violated COMAR 15.14.01.10 because he failed to comply with certain record-keeping requirements imposed on veterinarians in this State; and was ordered to pay a civil penalty in the amount of Three Hundred Dollars. In SBVME Docket Nos. 05-016, 05-033, and 05-49 (pursuant to a Consent Agreement executed in August 2007, settling three separate disciplinary actions filed against him), Dr. Oweis was determined to have violated: (a) COMAR 15.14.01.19 because he failed to provide appropriate care to a boarded animal; (b) COMAR 15.14.01.07 because he failed to conform to the minimal standards of care expected of a veterinarian in this State (in conjunction with a Caesarian Section he performed on a companion animal); and (c) COMAR 15.14.01.10 because he failed to comply with certain record-keeping requirements imposed on veterinarians in this State; and for these offenses, (a) was ordered to pay a civil penalty in the amount of Three Thousand Six Hundred Dollars (but stayed payment based in part on his agreement to settle a pending civil action filed against him by one of the complainants), (b) had his license to practice veterinary medicine in this State suspended for forty-two days (fourteen days of this suspension were stayed), and (c) was placed on probation for a period of one-year. In SBVME Docket No. 07-026 (August 2007, pursuant to another Consent Agreement, settling one more disciplinary action filed against him), Dr. Oweis was determined to have violated COMAR 15.14.01.07 because he failed to conform to the minimal standards of care expected of a veterinarian in this State (in conjunction with an ovario-hysterectomy he performed on a companion animal); and was ordered to pay a civil penalty in the amount of One Thousand Dollars, had his license to practice veterinary medicine in this State suspended for sixty days (this suspension was stayed), and was placed on probation for a period of one year. In SBVME Docket No. 08-91 (February 2010), Dr. Oweis was determined to have violated COMAR 15.14.01.04, because he acted in an unprofessional and immoral manner toward the owner of an animal he treated; and for this offense: (a) had his license to practice veterinary medicine in this State suspended for two years (one year stayed), (b) was ordered to pay a civil penalty of fifteen hundred dollars, and (c) placed on probation for a period of five years. In SBVME Docket No. 09-40 (November 2010), Dr. Oweis was determined to have violated: (a) COMAR 15.14.01.04 because he performed eye surgery upon an animal (*i.e.*, sutured the dog's third eyelid shut) without the owners' consent; and (b) COMAR 15.14.01.10 because he failed to comply with certain record-keeping requirements imposed on veterinarians in this State; and for these offenses, (a) was ordered to pay a civil penalty in the amount of Five Thousand Dollars (but stayed payment of Four Thousand Five Hundred Dollars), (b) had his license to practice veterinary medicine in this State suspended for eight weeks (four weeks were stayed), and (c) was placed on probation for a period of six months.

1.) That Dr. Oweis' license to practice veterinary medicine in this matter is SUSPENDED for two years; that one year of this suspension is stayed; and that the one-year suspension period not stayed shall run CONSECUTIVE to the suspension period imposed in SBVME Docket No. 09-40;

2.) That Dr. Oweis shall pay a CIVIL PENALTY in the amount of Four Thousand Dollars ($4000.00), but that payment of Three Thousand Dollars ($3,000.00) is stayed; and

3.) That Dr. Oweis is placed on PROBATION for a period of two years under the following terms and conditions:

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

b.) He pay the civil penalty within 60 days from the date of this Order.

STATE BOARD OF VETERINARY
MEDICAL EXAMINERS

1/10/11
Date

Chris H. Runde, DVM
Chris H. Runde, D.V.M.
President, State Board of Veterinary
Medical Examiners
50 Harry S. Truman Parkway, Room 102
Annapolis, MD 21401

cc: Badr E. Oweis, D.V.M.
Members, State Board of
Veterinary Medical Examiners
Stephen L. Miles, Esquire
Jeremy R. Krum, Esquire

Attach: Notice of Right to Appeal

Maryland
Department of Agriculture

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Martin O'Malley, Governor
Anthony G. Brown, Lt. Governor
Earl F. Hance, Secretary
Mary Ellen Setting, Deputy Secretary

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STATE BOARD OF VETERINARY MEDICAL EXAMINERS

NOTICE OF RIGHT TO APPEAL

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE STATE BOARD OF VETERINARY MEDICAL EXAMINERS AS PROVIDED IN AGRICULTURE ARTICLE § 2-405, ANNOTATED CODE OF MARYLAND. TO COMMENCE THIS PROCESS, YOU MUST FILE A WRITTEN STATEMENT WITH THE SECRETARY OF AGRICULTURE, CONCISELY SETTING FORTH THE NATURE OF YOUR COMPLAINT AND THE RELEVANT FACTS AND CIRCUMSTANCES; AND, AS PROVIDED IN COMAR 15.01.01.02(D), YOU MUST FILE THIS STATEMENT WITHIN 30 DAYS FROM THE DATE OF THE VETERINARY BOARD'S DECISION.

THE SECRETARY SHALL RENDER A WRITTEN DECISION WITHIN 30 DAYS (SUBJECT TO EXTENSIONS AGREED TO BY THE PARTIES).

IF AGGRIEVED BY AN ADVERSE DECISION OF THE SECRETARY OR A FAILURE TO ACT WITHIN THE PRESCRIBED TIME, YOU MAY APPEAL TO THE DEPARTMENT'S BOARD OF REVIEW BY SENDING AN ORDER OF APPEAL TO THE CHAIRMAN OF THE BOARD OF REVIEW AND A COPY TO THE SECRETARY OF AGRICULTURE BY REGISTERED OR CERTIFIED MAIL, RETURN-RECEIPT REQUESTED; AND, AS PROVIDED IN COMAR 15.02.01.02, YOU MUST FILE THE ORDER OF APPEAL WITHIN 30 DAYS OF THE DATE OF THE ACTION OR INACTION APPEALED FROM.

AS PROVDIED IN COMAR 15.02.01.05, THE BOARD OF REVIEW MAY DISMISS THE APPEAL IF: (1) THE APPEAL HAS NOT BEEN PROPERLY TAKEN; (2) THE ORDER OF APPEAL HAS NOT BEEN FILED TIMELY; OR (3) THE REQUISITE MEMORANDUM HAS NOT BEEN FILED TIMELY.

YOU MAY CONTACT ASSISTANT ATTORNEY GENERAL THOMAS F. FILBERT, COUNSEL TO THE BOARD, AT (410) 841-5883, WITH ANY QUESTIONS CONCERNING AN APPEAL.