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. 09-40
	*	

* * * * * * * * * * * * *

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 determined that Dr. Badr Oweis, the owner of Beltway Animal Clinic & Hospital ("Beltway"), located at 612 Edmonson Avenue, Catonsville, Maryland 21228, in his treatment of Roxie, a canine owned by Corey Rosier and Hannah Berryhill, 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 (Unprofessional Conduct); and (2) COMAR 15.14.01.10 (Record-Keeping); and for these violations, it SUSPENDS Dr. Oweis' license to practice veterinary medicine in this State for eight weeks, stays four weeks of this suspension, places him on SIX MONTHS PROBATION, and imposes a CIVIL PENALTY in the amount of Five Thousand Dollars ($5000.00), staying payment of Four Thousand, Five Hundred Dollars ($4500.00).

STATEMENT OF THE CASE

In a Notice of Agency Action, dated August 31, 2009, the Board alleged that Dr. Oweis violated: (1) COMAR 15.14.01.04 [Unprofessional Conduct], because he performed eye surgery on Roxie without the consent of her owners, Hannah Berryhill and Corey Rosier; and (2) COMAR 15.14.01.07 [Professional Judgment and Practice], because he failed to create a medical record documenting his care and treatment of the dog.

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 (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. 09-24). 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.

On December 10, 2009, shortly after Dr. Runde opened the hearing, Ms. Diamond noted that Mr. Miles had just provided her with a copy of the patient record that Dr. Oweis claimed to have made for Roxie in this matter. Ms. Diamond then noted that she and Mr. Miles agreed to the following stipulation: In response to Hannah Berryhill's and Corey Rosier's complaint against Dr. Oweis, Larry Blickman, the Board's investigator, went to Dr. Oweis' hospital and requested Dr. Oweis to produce the patient record for Roxie under Ms. Berryhill's name. Dr. Oweis indicated that he had no such records on file. Subsequently, Dr. Oweis did locate a record for Roxie under Mr. Rosier's name.

During the course of the hearing, the parties agreed that the Board could amend the charges filed against Dr. Oweis. Specifically, they agreed that the Board could add a new charge, alleging that Dr. Oweis violated COMAR 15.14.01.10 (Record Keeping) because he failed to record: (1) Roxie's physical condition sufficiently at the beginning of custody, including such matters as her weight, pulse, and respiratory rate; (2) the treatment that he provided Roxie, including the rabies vaccination he administered to the dog; (3) the progress of the case, including Roxie's condition post-surgically on December 27 (*e.g.*, post-anesthetic monitoring), and Roxie's condition during the remainder of her stay at Dr. Oweis' facility from December 28-30; and (4) a surgical log, including the type of suturing material used to perform the procedure, the number of sutures and suture pattern used, and whether any other applications were used, such as a stint, which is commonly used to hold up a third eyelid flap.

EXHIBITS

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

(a) Respondent Exhibit No. 1: A paper identified as the patient record for Roxie (typed by one of his employees – from handwritten notes Dr. Oweis had made); and

(b) Respondent Exhibit No. 2: A paper dated "12/27/2008" that has been identified as both an invoice for services rendered and the discharge instructions that the owners were provided.

WITNESSES

Three witnesses testified in this matter. Corey Rosier and Hannah Berryhill, the

owners of Roxie, and two of the three individuals who initiated the complaint filed against Dr. Oweis in this matter, testified. Dr. Oweis also testified.

DISCUSSION

Corey Rosier was the first witness called, and his testimony included the following:

On Saturday, December 27, 2008, Mr. Rosier discovered that his dog, Roxie, a female Border Collie/Shepherd mix, had injured an eye. Specifically, Mr. Rosier noted that Roxie's eye was swollen and that her eyeball appeared to be rolling back into her head. Concluding that it was an "emergency," Mr. Rosier and Ms. Berryhill took Roxie to Dr. Oweis' hospital – which was close to his home and, as he recalled, open on weekends. These events took place at approximately 4:00 p.m.

Dr. Oweis stained the dog's injured eye and, while holding an ultraviolat light up to her eye, noted that the eye had been scratched and showed them the scratch. Dr. Oweis told them that he was going to sedate Roxie and keep her overnight for observation. Dr. Oweis also told them that he "was going do an eye flap" which would keep Roxie from blinking her eye.

Mr. Rosier understood an eye flap to be "an eye patch or something" that would cover Roxie's eye to keep her from blinking; and that Roxie was being kept overnight "to be sedated so that she didn't mess with her eye." He (Mr. Rosier) did not understand that an eye flap is a surgical procedure, where the dog's third eye flap is sutured shut.

Dr. Oweis told them that the cost to treat Roxie would be approximately Three

Hundred Sixty Dollars. At that time, neither Mr. Rosier nor Ms. Berryhill had much money – so that evening they discussed with Dr. Oweis how and when to pay the bill. While acknowledging that they (Mr. Rosier and Ms. Berryhill) signed "a piece of paper," containing "one sentence," stating that they would pay the full sum by January 1, 2009, Mr. Rosier also indicated that they had reached a separate agreement with Dr. Oweis that would allow them to pay One Hundred Dollars a week until the bill was paid in full. Mr. Rosier also indicated that Dr. Oweis had suggested that Ms. Berryhill could work at the facility to pay off the bill, but that Ms. Berryhill declined Dr. Oweis' offer – that she told Dr. Oweis this the next day, but had told him (Mr. Rosier) of her decision that first evening as they were leaving the facility, stating that she had a bad feeling about the place.

Later that first night, Mr. Rosier testified that he and Ms. Berryhill decided that they wanted Roxie "out" of Dr. Oweis' facility, adding that the facility "wasn't the cleanest place" and that it "smelled like urine." They telephoned Dr. Oweis. They wanted to know whether Dr. Oweis had "done anything yet" (hoping that they could retrieve Roxie and not have to pay). They also wanted to know how Roxie was doing. Instead of responding to their inquiry, however, Dr. Oweis stated that he could not tell them anything about the dog until they had paid him in full.

Extremely concerned about Roxie, Mr. Rosier and Ms. Berryhill returned to Dr. Oweis' facility the next day (Sunday) with Ms. Berryhill's sister, expecting that they could use her credit card to pay for any treatment Dr. Oweis may have provided – as he (Mr. Rosier) recalled seeing something at Dr. Oweis' facility stating that he (Dr. Oweis)

accepted Master Card and Visa. Dr. Oweis, however, refused to accept this payment method. As a result, they contacted the police who, after reviewing the "paper" that he and Ms. Berryhill had signed requiring full payment by January 1, 2009, indicated that it was "more of a civil matter" and left.

On the following day (Monday), Mr. Rosier and Ms. Berryhill contacted Ms. Berryhill's parents, who were able to provide them the necessary money to retrieve their dog. Mr. Rosier testified that he and Ms. Berryhill called Dr. Oweis to make an appointment to "come by and pay for the dog"; that Dr. Oweis told them that he would have to call them back in fifteen minutes, and when Dr. Oweis did not call back as promised, he (Mr. Rosier) and Ms. Berryhill went to the hospital with his mother and Ms. Berryhill's sister. When they arrived, Dr. Oweis told them to slide the money under the door. Mr. Rosier indicated that he did not "feel comfortable" doing this until he saw Roxie, but that Dr. Oweis refused to show them Roxie; and that, as a result, they contacted the police once again.

Mr. Rosier indicated that the police "mediated between them," noting that the police gave Dr. Oweis the money they had brought and that, in exchange, Dr. Oweis was going to get the dog. He also indicated that after taking the money, Dr. Oweis shut the door and that, approximately twenty minutes later, after the police started knocking "real loud" on the door, he (Dr. Oweis) finally came out with Roxie.

When Mr. Rosier and Ms. Berryhill retrieved Roxie, Mr. Rosier testified that he noticed that Roxie was wearing an Elizabethan collar, the area around her injured eye had been shaven, and that she was squinting. He also noticed that her injured eye still was

swollen, but that he and Ms. Berryhill could see her eyeball. In addition, he testified that Dr. Oweis provided them with what might be characterized as an invoice with discharge instructions (indicating that eye surgery had been performed and that a rabies vaccination and a DHLLP vaccination[1] had been administered); and providing a statement – hand-written notes – on "how to care for the dog's eye afterwards") (Board Exhibit # 1). He also testified that Dr. Oweis did not provide them any paperwork (certificates) showing that the shots were administered.

On the next day (Tuesday), still concerned about Roxie, Mr. Rosier and Ms. Berryhill took the dog to another veterinarian, who observed no sutures and could not say "if anything was done" to Roxie's eye. Stating that because there was no proof (*e.g.*. certificates) that the rabies and DHLLP shots were given, Mr. Rosier testified the subsequent treating veterinarian administered the shots.

Hannah Berryhill was the next witness called, and her testimony included the following:

On a Saturday, in late December 2008, Ms. Berryhill received a call from her sister, stating that her sister's cat had scratched Roxie's eye, and that the dog's eye was swollen, red, and rolling back in her head. They took Roxie to Dr. Oweis' facility because they did not think that other veterinary hospitals would be open on a Saturday. The time was approximately 4:00 p.m.

Ms. Berryhill indicated that Dr. Oweis stained Roxie's eye, and showed them the

[1] DHLLP is a multivalent vaccine that protects against multiple diseases including distemper and hepatitis.

scratch. She also indicated that Dr. Oweis advised that he wanted to keep Roxie overnight for observation, to "see what was going on with her eye," and let them know "what was going on with it" from there. Ms. Berryhill indicated that she and Mr. Rosier signed a "paper" that Dr. Oweis had written, containing "one sentence" stating that they would pay Three Hundred Sixty Dollars by January 1, 2009. However, Ms. Berryhill also indicated that Dr. Oweis had verbally agreed to let them pay One Hundred Dollars a week until it added up to Three Hundred Sixty Dollars. Although Ms. Berryhill did state that Dr. Oweis said he was "going to do an eye flap," she thought it was an "eye patch" that would be placed over Roxie's eye so she "wouldn't mess with it." Ms. Berryhill indicated that she had never had a dog before and had never been to a "vet," and reiterated that Dr. Oweis had told them he was going to keep Roxie overnight and observe Roxie. At this point, Ms. Berryhill indicated they left the hospital.

After they arrived home, Ms. Berryhill testified that she felt a "little weird," adding that she just wanted to go back and "get her dog." Later that night, they called Dr. Oweis, and that Dr. Oweis stated during the call that he "couldn't tell [them] anything [about Roxie] until [she] paid him the money."

On the next day (Sunday), Ms. Berryhill indicated that she called her father and asked him for some money because they did not have money at that time to pay the bill. On the following day (Monday), after receiving money from her father, she and Mr. Rosier returned to the hospital. Dr. Oweis asked them to slide the money under the door. Because they (Mr. Rosier and Ms. Berryhill) had not seen Roxie and were uncomfortable sliding the money under the door, they called the police.

After the police came, Ms. Berryhill testified that: (1) Dr. Oweis opened the door and talked to them; (2) the police gave Dr. Oweis their money; (3) Dr. Oweis closed the door; and (4) approximately 20-30 minutes later, after the police had started "banging" on the door, he finally gave them the dog.

When she and Mr. Rosier retrieved Roxie, she indicated that the dog's eye was "swollen," and "really red," and, while they (Mr. Rosier and Ms. Berryhill) could see the brown part of her eye at times, it was "rolling back" a little in her head. Ms. Berryhill also indicated that the areas around Roxie's eye had been shaved, and that the dog's eye was not "stitched back."

The final witness was Dr. Oweis, and his testimony included the following:

He assumed care of Roxie on Saturday, December 27, 2008, at approximately 4:00 p.m. Dr. Oweis testified that Roxie's eye was "half-closed with tears"; that he stained the eye, and that it was "obvious" to him that there was an ulcer. Dr. Oweis testified that he recommended to Mr. Rosier and Ms. Berryhill that they leave the dog so that he could "fix" the eye by an "eye flap" and that, while she was "under anesthesia," Roxie would "get antibiotics."

When asked whether a consumer should know that an eye flap is a surgical procedure, Dr. Oweis stated: "Yes, after [his] explanation," adding that he "didn't tell them [meaning Mr. Rosier and Ms. Berryhill] that [he] would inject antibiotics" or administer "eye drops" to Roxie; and that you cannot make an ulcer heal "without taking all the dead cells."

Dr. Oweis further testified that he kept Roxie at his facility from December 27,

2008 through December 30, 2008, but that he only charged them for three days because hospitalization was not needed (albeit, he subsequently testified that he charged them as "if they came just one night and left"); and that he had kept the dog to secure payment.

When asked about the discrepancy over the length of Roxie's stay at his facility (that is, whether Roxie was kept two nights, as the owners indicated, or three nights, as the hospital record states), Dr. Oweis stated the following: (1) on December 27, 2008, at approximately 4:00 p.m., Mr. Rosier and Ms. Berryhill brought Roxie to his facility; at 5:00 p.m., he performed surgery; and at 8:00 p.m., they asked him whether they could have Roxie back, and he said: "O.K., pay"; (2) on December 28, 2008 he administered antibiotics to the dog; (3) on December 29, 2008, he "observed" Roxie (noting that she was "eating," "eliminating," and "playing," but did not treat her on this date (as there was "no incentive" for him to do so), because he was under the impression that Mr. Rosier and Ms. Berryhill were on their way with the money, and that he was keeping Roxie at this time simply to secure payment; and (4) on the evening of December 30, 2008, he discharged the dog.

When questioned about how many sutures he had used for the eye flap, Dr. Oweis could not recall, but he did note that the sutures were: (1) made of "cat gut," (2) "dissolvable," and (3) still intact when the dog was discharged from his facility. When asked how he determined the Ketamine dosage that he used to anesthetize Roxie, Dr. Oweis testified that he estimated the dog's weight to be "around 18-20 pounds" and, going by this estimation, administered two milliliters of Ketamine. When asked about the standard of care in such instances, that is, whether standard practice calls for the

veterinarian to weigh an animal before administering an anesthetic (rather than "eyeballing" the animal and estimating its weight), Dr. Oweis stated that it did so only in "critical cases."

When questioned about the post-surgical treatment that Roxie received during her stay at his facility, Dr. Oweis stated that: (1) on December 28, 2008, Roxie received Flocillin and Distemper shots; and (2) on December 29, 2008, Roxie received "nothing," that he was "just waiting for the payment." When asked about the frequency of the therapies that he administered Roxie while she was at his facility, Dr. Oweis initially indicated that he applied a topical antibiotic "at least three to four times a day"; but he later corrected himself, stating that Roxie had a bandage that was "packed with antibiotic" that needed to stay "2-3 days"; that the topical antibiotic would be applied after the bandage was removed and that the bandage stayed until the dog was discharged.

When questioned about the "medical record" of his treatment of Roxie that was introduced into evidence (Respondent Exhibit # 1), Dr. Oweis testified that there was a "problem" with his handwriting and so, recently, he started having an employee type the information from his handwritten notes on the computer. The record did not include the following information: (1) certain vital aspects of Roxie's physical condition at the beginning of custody, including her weight, pulse, and respiratory rate; (2) the treatment that he provided Roxie, including the rabies vaccination he administered to the dog; (3) the progress of the case, including Roxie's condition following her surgery on December 27 (*e.g.*, post-anesthetic monitoring), and Roxie's condition during the remainder of her stay at Dr. Oweis' facility from December 28-30; and (4) a surgical log, including the

type of suturing material used to perform the procedure, the number of sutures and suture pattern used, and whether any other applications were used, such as a stint, which is commonly used to hold up a third eyelid flap.

When questioned about whether he informed Mr. Rosier and Ms. Berryhill of the cost for his services, Dr. Oweis testified that he gave them a "bill" or an "estimate," which he does for "every client who walks in"; and that the "paper" indicated that they would pay the bill in full by January 1, 2009, or that Ms. Berryhill would work for him to pay the bill; and that he was planning to keep the dog until the bill was paid.

When asked why he requested Mr. Rosier to slide the money under the door when he came to make payment, Dr. Oweis indicated that there were "eleven persons" present, that Mr. Rosier was not "straight," and that he thought Mr. Rosier was going to "pull a fight." Dr. Oweis also stated that Mr. Rosier told him that "the emergency clinic" gave them [Mr. Rosier and Ms. Berryhill] his "history of probation."

In caring for Roxie's ulcerated eye, the Board notes that Dr. Oweis had a duty to disclose not just the nature of the dog's ailment – which he did satisfactorily – but also the nature of the proposed treatment – which he did poorly. Unlike "spaying" and "neutering" an animal, common names for surgical procedures that are routinely performed, an eye flap is neither the name of a procedure that is commonly understood nor one that is routinely performed.

Although Mr. Rosier and Ms. Berryhill acknowledged that Dr. Oweis recommended that Roxie undergo an eye flap, the evidence clearly indicates that both understood from his explanation of this procedure that an eye flap was an "eye patch" –

rather than a surgical procedure; and that Dr. Oweis, at least for the first night, was keeping Roxie just for observation. As Ms. Berryhill had testified, she believed that Dr. Oweis was keeping Roxie overnight to "see what was going on with her eye," and then would let them know "what was going on with it" from there.

The Board finds the testimony of Mr. Rosier and Ms. Berryhill to be credible. It also finds the information that Dr. Oweis provided them about the nature of the proposed treatment to be insufficient; and that, as a result of the insufficient information that he provided them, they reasonably concluded that an eye flap is an eye patch – and not a surgical procedure – and that Dr. Oweis, at least for the first night, was simply keeping the dog for observation. Conversely, the Board finds the testimony of Dr. Oweis concerning what he advised them pertaining to the nature of the treatment he would be administering to Roxie to be quite vague, confusing, and less credible than that offered by Mr. Rosier and Ms. Berryhill. On this point, if Dr. Oweis had explained the nature of the proposed treatment, that is, provided some basic information as to what an eye flap entails, as he suggested he did, Mr. Rosier and Ms. Berryhill would not have believed that he was simply keeping Roxie overnight for observation and that an eye flap was an eye patch.

Because neither owner actually understood (from the explanation that Dr. Oweis provided) that he was performing surgery upon Roxie that Saturday night, but instead believed that he was keeping her overnight for observation and that an eye flap was an eye patch, the Board finds that Dr. Oweis failed in his duty to disclose the nature of the treatment he was proposing for Roxie, and, in doing so, failed to secure their

authorization to treat the eye in this manner. Simply put, if they did not understand the nature of the treatment being proposed (due to his failure to explain it), they could not have authorized it.

Lastly, the Board notes that during the course of the hearing there was evidence of other wrongdoings on Dr. Oweis' part. The evidence includes: (1) the owners' testimony that Dr. Oweis refused to divulge the health of their dog until such time that they had paid him; (2) the owners' testimony that the dog's pupil could be seen on the date that she was discharged and Mr. Rosier's testimony that the subsequent treating veterinarian saw no evidence of sutures (if true, the eye flap may not have been intact as Dr. Oweis testified); (3) the owners' testimony that Dr Oweis insisted that the owners slide the money under the door before he would release their dog; (4) Dr. Oweis' testimony that he did not actually weigh Roxie before administering an anesthetic agent to her, but instead simply estimated the dog's weight; and (5) Dr. Oweis' testimony concerning the post-surgical care provided Roxie, particularly on the last two days of her stay at his facility where it appears that he simply observed whether the dog was eating, eliminating, and playing because he had no incentive to do anything more for her. However, because Dr. Oweis has not been charged with violations stemming from these alleged acts or omissions, the Board will not comment upon them any further.

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 Edmonson Avenue, Catonsville, Maryland 21228.

2. On or about December 27, 2008, at approximately 4:00 p.m., Corey Rosier and Hannah Berryhill presented their dog, Roxie, to Dr. Oweis for veterinary care because the dog's eye, which had been scratched by a cat, was swollen and red.

3. Dr. Oweis stained Roxie's eye, and showed them the scratch. Dr. Oweis estimated the cost to treat the dog's ulcerated eye to be $360.00. Mr. Rosier and Ms. Berryhill signed a paper that Dr. Oweis had written, containing one sentence stating that they would pay Three Hundred Sixty Dollars by January 1, 2009.

4. Dr. Oweis advised Mr. Rosier and Ms. Berryhill that he wanted to keep Roxie overnight for observation, to "see what was going on with her eye," and let them know "what was going on with it" from there. Dr. Oweis also recommended an "eye flap" for Roxie.

5. From his explanation, Mr. Rosier and Ms. Berryhill reasonably understood that Dr. Oweis was keeping Roxie overnight for observation. They also reasonably understood an "eye flap" – the term that Dr. Oweis used for the proposed treatment – to be an eye patch. They did not understand an "eye flap" to be a surgical procedure, where the third eye flap is sutured shut.

6. On Saturday, December 27, 2008, at approximately 5:00 p.m., contrary to the owners' understanding of how he would be treating their dog, Dr. Oweis sutured Roxie's third eyelid shut. Dr. Oweis performed this surgical procedure without the permission of Mr. Rosier and Ms. Berryhill. Dr. Oweis did not adequately inform Mr. Rosier and Ms. Berryhill of the nature of the treatment that he was proposing for Roxie.

7. Concerned about Roxie, Mr. Rosier and Ms. Berryhill telephoned Dr. Oweis that same

night. Dr. Oweis advised them that he that he could not tell them anything about the dog until they had paid him in full.

8. Dr. Oweis kept Roxie until December 30, 2008 when Mr. Roiser and Ms. Berryhill were able to pay him the requested $360.00.

9. The Board's investigator, Lawrence Blickman, visited Beltway on January 28, 2009, to obtain "Roxie's" medical records. Dr. Oweis informed Mr. Blickman at that time that he did not have any medical records on file documenting his care and treatment of Roxie.

10. On the day of the hearing in this matter, Dr. Oweis produced the patient record he prepared for Roxie during her stay at his facility – typed by an employee from his hand-written notes. The record did not include the following information: (1) certain vital aspects of Roxie's physical condition at the beginning of custody, including her weight, pulse, and respiratory rate; (2) the treatment that he provided Roxie, including the rabies vaccination he administered to the dog; (3) the progress of the case, including Roxie's condition following her surgery on December 27 (*e.g.*, post-anesthetic monitoring), and Roxie's condition during the remainder of her stay at Dr. Oweis' facility from December 28-30; and (4) a surgical log, including the type of suturing material used to perform the procedure, the number of sutures and suture pattern used, and whether any other applications were used, such as a stint, which is commonly used to hold up a third eyelid flap.

CONCLUSIONS OF LAW

Based on the foregoing findings of fact, the Board determines that Dr. Oweis, the

owner of Beltway Animal Clinic & Hospital, located at 612 Edmonson Avenue, Catonsville, Maryland 21228, violated Agriculture Article, §2-310, Annotated Code of Maryland, and:

1.) COMAR 15.14.01.04 (Unprofessional Conduct) because he performed eye surgery upon Roxie (*i.e.*, sutured her third eyelid shut) without the owners' consent, a violation principally stemming from his poor communication with them about the nature of the proposed treatment, including what he meant by an "eye flap," *i.e.*, that it is a surgical procedure; and

2.) COMAR 15.14.01.10 (Record-Keeping) because he failed to record: (a) Roxie'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 and other veterinary care that he administered to Roxie and thus, failed to record all the treatments that he provided the dog as required by this regulation; (c) Roxie's condition post-surgically on December 27, 2008 (*e.g.*, her post-anesthetic condition), and Roxie's condition during the remainder of her stay at his facility from December 28-30, 2008 and thus, failed to provide certain basic information pertaining to the progress of the case as required by this regulation; and (d) the type of suturing material used to perform the procedure, the number of sutures and suture pattern used, and whether any other applications were used 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,[i] the Board, on this 10th day of November, 2010, hereby ORDERS:

1.) That Dr. Oweis' license to practice veterinary medicine in this case is SUSPENDED for eight weeks, but that four weeks of this suspension is stayed (the suspension in this case shall run consecutive to the suspension imposed in SBVME Docket No. 08-91 and, therefore, shall begin on March 1, 2011);

2.) That Dr. Oweis shall pay a CIVIL PENALTY in the amount of Five Thousand Dollars ($5000.00), but that payment of Four Thousand Five Hundred Dollars ($4500.00) is stayed; and

3.) That Dr. Oweis is placed on SIX MONTHS PROBATION 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 civil penalty within 90 days from the date of this Order; and

c.) That he attend and successfully complete 12 hours of continuing education in Ophthalmology.

STATE BOARD OF VETERINARY
MEDICAL EXAMINERS

11/18/10
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
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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

[1] 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 Cesaraian 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 him on probation for a period of one-year. In SBVME Docket No. 08-091 (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.

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. 09-40
	*	

* * * * * * * * * * * * *

CHARGES UNDER THE MARYLAND VETERINARY PRACTICE ACT

The State of Maryland Board of Veterinary Medical Examiners ("Board") hereby charges Badr Oweis, D.V.M. ("Dr. Oweis"), License Number 2099, under the Maryland Veterinary Practice Act, Md. Ann. Code, Agriculture Article §§ 2-301*et seq.*, and regulations adopted thereunder.

ASSERTION OF FACTS

1. Dr. Oweis is licensed to practice veterinary medicine in the State of Maryland. He was, at the time of the incidents described herein, the sole owner of Beltway Animal Clinic & Hospital ("Beltway"), located at 612 Edmondson Avenue, Catonsville, Maryland 21228.
2. On or about December 28, 2008, Hannah Berryhill and Corey Rosier brought their dog, "Roxie," to Beltway because the dog had injured her eye.
3. Dr. Oweis told Ms. Berryhill and Mr. Rosier that "Roxie's" eye had been scratched and that the dog needed surgery. He told them that the charge for the surgical repair to "Roxie's" eye would be $360.00, and offered to let the couple pay $100.00 a week until the balance was paid in full. At that time, Ms. Berryhill and Ms. Rosier informed Dr. Oweis that they would think about whether to proceed with the surgery and let him know. Dr. Oweis said that the dog should be kept at Beltway for overnight observation.

4. The following day, on or about December 29, 2008, Ms. Berryhill and Mr. Rosier returned to Beltway to pick up "Roxie." At this time, they learned that Dr. Oweis, without their consent, had sedated and performed surgery on "Roxie's" eye. Dr. Oweis demanded payment before relinquishing "Roxie" to the couple's care.

5. Ms. Berryhill and Mr. Rosier filed a complaint with the Board on December 30, 2008. The Board's investigator, Lawrence Blickman, visited Beltway on January 28, 2009, to obtain "Roxie's" medical records. Dr. Oweis informed Mr. Blickman that, at that time, he did not have any medical records on file documenting his care and treatment of "Roxie."

6. Subsequently, after receiving a copy of the complaint filed by "Roxie's" owners, Dr. Oweis reported in response to this complaint that he had located a record (attached hereto as Exhibit A) for "Roxie."

7. Dr. Oweis stated that he gave a copy of a $360.00 estimate to "Roxie's" owners, which they signed, agreeing to pay for the surgery by December 31, 2008, if surgery was done.

8. Attached to Dr. Oweis' response to "Roxie's" owners' complaint was the "medical record"--an invoice, dated December 27, 2008, listing various "service[s]" provided and the "fees" for such services, including fees for "anesthesia, eye surgery, injections, rabies and DHLPP, and medicine." (*See* Exhibit A). The total for the various services was $389, with the notation that $360 had been paid, leaving a $29.00 balance. Under "discharging instructions," there is a notation that "suture[s] [were] to be removed 1/6/2009 (absence of any complications)." No additional medical records were provided.

CHARGES

I.

On December 27, 2008, Dr. Oweis performed surgery on "Roxie," a dog owned by Hannah Berryhill and Corey Rosier, but did not create any medical record documenting his care and treatment of the dog. Specifically, Dr. Oweis

failed to:

a.) Document the type of anesthesia given to the dog prior to surgery and how it was administered;

b.) Document why he determined that eye surgery was necessary to correct a corneal ulcer when typically such a diagnosis does not warrant a surgical repair; and

c.) Document that he performed a physical examination of "Roxie" prior to surgery.

Such failures violate the minimal standard of care customary of veterinarians in the State of Maryland. (COMAR 15.14.01.07).

II.

Dr. Oweis performed eye surgery on "Roxie" without the consent of her owners, Hannah Berryhill and Corey Rosier, in violation of COMAR 15.14.01.04.

WITNESS the hand and seal of the State Board of Veterinary Medical Examiners, State of Maryland, this 31st day of August, 2009.

STATE BOARD OF VETERINARY
MEDICAL EXAMINERS

Chris H. Runde, D.V.M., President
State Board of Veterinary Medical Examiners
Maryland Department of Agriculture
50 Harry S. Truman Parkway
Annapolis, Maryland 21401
Telephone: (410) 841-5862

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. 09-61
	*	

* * * * * * * * * * * * *

CHARGES UNDER THE MARYLAND VETERINARY PRACTICE ACT

The State of Maryland Board of Veterinary Medical Examiners ("Board") hereby charges Badr Oweis, D.V.M. ("Dr. Oweis"), License Number 2099, under the Maryland Veterinary Practice Act, Md. Ann. Code, Agriculture Article §§ 2-301*et seq.*, and regulations adopted thereunder.

ASSERTION OF FACTS

1. Dr. Oweis is licensed to practice veterinary medicine in the State of Maryland. He was, at the time of the incidents described herein, the sole owner of Beltway Animal Clinic & Hospital ("Beltway"), located at 612 Edmondson Avenue, Catonsville, Maryland 21228.
2. On or about January 28, 2009, the Board's inspector, Lawrence Blickman, inspected Beltway, as is statutorily-required by Md. Ann. Code, Agric. Art. § 2-304(d).
3. Prior to conducting his inspection, Mr. Blickman attempted numerous times to gain access to Beltway to conduct his inspection. In a February 9, 2009, typedreport summarizing his inspection of Beltway, Mr. Blickman reported that attempts to inspect Beltway were made to no avail on January 7, January 8, January 14, and January 15, 2009. Mr. Blickman eventually gained entry to Beltway on January 28, 2009.
4. During his inspection, Mr. Blickman observed the following:

a. The exterior of the facility (described as an "old house") is in poor physical condition; the front door to the porch and its storm door are missing handles;

b. The reception area had a musty odor, was in disarray, and in need of cleaning. It did not convey that Beltway was a professional veterinary facility ready to provide care and treatment to its patients. In the reception area, there was an aquarium with broken glass. COMAR 15.14.03.02A requires that an "animal facility shall be kept clean."

c. The hospital license and Dr. Oweis's veterinary license were not posted, as is required by COMAR 15.14.03.01-2.

d. A notice stating that Beltway does not provide 24-hour supervision by a paid employee physically in the hospital was not posted, as is required by COMAR 15.14.01.16.

e. The examination room was cluttered and not sanitary and appeared to be used also as an office. COMAR 15.14.03.02B requires "animal rooms. . . and other parts of the animal facility [to be] washed, scrubbed, vacuumed, mopped or swept as often as necessary. . . a continuing objective shall be to keep these areas neat and uncluttered."

f. The lighting was not adequate at the facility. COMAR 15.14.03.05G requires that "the electrical system should provide ample lighting, sufficient power outlets, safety provisions (such as explosion-proof outlets in rooms where volatile, explosive anesthetics may be used), and waterproof outlets where water is used in cleaning."

g. Sharps and instruments were not properly disposed per COMAR 15.13.03.02H1, which requires that they be disposed in "rigid, tightly lidded container[s] that [are] impervious to puncture."

h. The surgical area was not sanitary. Used syringes were discovered lying on a counter. COMAR 15.14.03.04A requires that "[i]f surgery is performed, appropriate facilities and equipment shall be provided and the operating area shall be run in accordance with accepted surgical practice."

i. An artificial respiration device was not located in the surgical area, as is required

by COMAR 15.14.03.04B5.

j. Dr. Oweis told Mr. Blickman that animals were housed and cared for in the basement of the facility. There were black plastic coverings over the basement windows, and the basement was unsanitary, cluttered, and had a musty smell.

k. A refrigerator that contained medications was unsanitary and food was kept alongside the medications.

5. Mr. Blickman took numerous pictures of the facility's condition during his inspection.

6. Following his inspection of Beltway, Mr. Blickman wrote his findings on a Maryland Department of Agriculture inspection report form that was given to Dr. Oweis, who signed it that same day acknowledging receipt.

CHARGES

Based on the forgoing allegations, the Board charges Dr. Oweis with the following:

A. Failing to maintain a sanitary hospital facility as required by COMAR 15.14.03.02A-G.

B. Failing to post in a conspicuous location his veterinary registration and the hospital's license as required by COMAR 15.14.03.01-2A & C.

C. Failing to post notice that Beltway does not provide 24hour supervision by a paid employee physically in the hospital as required by COMAR 15.14.01.16.

D. Failing to maintain adequate lighting as required by COMAR 15.14.03.05G.

E. Failing to properly dispose of sharps and instrument as required by COMAR 15.14.03.02H1.

F. Failing to maintain a clean and sanitary surgical area as required by COMAR 15.14.03.04A-B.

WITNESS the hand and seal of the State Board of Veterinary Medical Examiners, State of Maryland, this 21st day of August, 2009.

STATE BOARD OF VETERINARY
MEDICAL EXAMINERS

Chris H. Runde, D.V.M.

Chris H. Runde, D.V.M., President
State Board of Veterinary Medical Examiners
Maryland Department of Agriculture
50 Harry S. Truman Parkway
Annapolis, Maryland 21401
Telephone: (410) 841-5862

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. 09-40
	*	

* * * * * * * * * * * * *

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 determined that Dr. Badr Oweis, the owner of Beltway Animal Clinic & Hospital ("Beltway"), located at 612 Edmonson Avenue, Catonsville, Maryland 21228, in his treatment of Roxie, a canine owned by Corey Rosier and Hannah Berryhill, 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 (Unprofessional Conduct); and (2) COMAR 15.14.01.10 (Record-Keeping); and for these violations, it SUSPENDS Dr. Oweis' license to practice veterinary medicine in this State for eight weeks, stays four weeks of this suspension, places him on SIX MONTHS PROBATION, and imposes a CIVIL PENALTY in the amount of Five Thousand Dollars ($5000.00), staying payment of Four Thousand, Five Hundred Dollars ($4500.00).

STATEMENT OF THE CASE

In a Notice of Agency Action, dated August 31, 2009, the Board alleged that Dr. Oweis violated: (1) COMAR 15.14.01.04 [Unprofessional Conduct], because he performed eye surgery on Roxie without the consent of her owners, Hannah Berryhill and Corey Rosier; and (2) COMAR 15.14.01.07 [Professional Judgment and Practice], because he failed to create a medical record documenting his care and treatment of the dog.

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 (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. 09-24). 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.

On December 10, 2009, shortly after Dr. Runde opened the hearing, Ms. Diamond noted that Mr. Miles had just provided her with a copy of the patient record that Dr. Oweis claimed to have made for Roxie in this matter. Ms. Diamond then noted that she and Mr. Miles agreed to the following stipulation: In response to Hannah Berryhill's and Corey Rosier's complaint against Dr. Oweis, Larry Blickman, the Board's investigator, went to Dr. Oweis' hospital and requested Dr. Oweis to produce the patient record for Roxie under Ms. Berryhill's name. Dr. Oweis indicated that he had no such records on file. Subsequently, Dr. Oweis did locate a record for Roxie under Mr. Rosier's name.

During the course of the hearing, the parties agreed that the Board could amend the charges filed against Dr. Oweis. Specifically, they agreed that the Board could add a new charge, alleging that Dr. Oweis violated COMAR 15.14.01.10 (Record Keeping) because he failed to record: (1) Roxie's physical condition sufficiently at the beginning of custody, including such matters as her weight, pulse, and respiratory rate; (2) the treatment that he provided Roxie, including the rabies vaccination he administered to the dog; (3) the progress of the case, including Roxie's condition post-surgically on December 27 (*e.g.*, post-anesthetic monitoring), and Roxie's condition during the remainder of her stay at Dr. Oweis' facility from December 28-30; and (4) a surgical log, including the type of suturing material used to perform the procedure, the number of sutures and suture pattern used, and whether any other applications were used, such as a stint, which is commonly used to hold up a third eyelid flap.

EXHIBITS

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

(a) Respondent Exhibit No. 1: A paper identified as the patient record for Roxie (typed by one of his employees – from handwritten notes Dr. Oweis had made); and

(b) Respondent Exhibit No. 2: A paper dated "12/27/2008" that has been identified as both an invoice for services rendered and the discharge instructions that the owners were provided.

WITNESSES

Three witnesses testified in this matter. Corey Rosier and Hannah Berryhill, the

owners of Roxie, and two of the three individuals who initiated the complaint filed against Dr. Oweis in this matter, testified. Dr. Oweis also testified.

DISCUSSION

Corey Rosier was the first witness called, and his testimony included the following:

On Saturday, December 27, 2008, Mr. Rosier discovered that his dog, Roxie, a female Border Collie/Shepherd mix, had injured an eye. Specifically, Mr. Rosier noted that Roxie's eye was swollen and that her eyeball appeared to be rolling back into her head. Concluding that it was an "emergency," Mr. Rosier and Ms. Berryhill took Roxie to Dr. Oweis' hospital – which was close to his home and, as he recalled, open on weekends. These events took place at approximately 4:00 p.m.

Dr. Oweis stained the dog's injured eye and, while holding an ultraviolat light up to her eye, noted that the eye had been scratched and showed them the scratch. Dr. Oweis told them that he was going to sedate Roxie and keep her overnight for observation. Dr. Oweis also told them that he "was going do an eye flap" which would keep Roxie from blinking her eye.

Mr. Rosier understood an eye flap to be "an eye patch or something" that would cover Roxie's eye to keep her from blinking; and that Roxie was being kept overnight "to be sedated so that she didn't mess with her eye." He (Mr. Rosier) did not understand that an eye flap is a surgical procedure, where the dog's third eye flap is sutured shut.

Dr. Oweis told them that the cost to treat Roxie would be approximately Three

Hundred Sixty Dollars. At that time, neither Mr. Rosier nor Ms. Berryhill had much money – so that evening they discussed with Dr. Oweis how and when to pay the bill. While acknowledging that they (Mr. Rosier and Ms. Berryhill) signed "a piece of paper," containing "one sentence," stating that they would pay the full sum by January 1, 2009, Mr. Rosier also indicated that they had reached a separate agreement with Dr. Oweis that would allow them to pay One Hundred Dollars a week until the bill was paid in full. Mr. Rosier also indicated that Dr. Oweis had suggested that Ms. Berryhill could work at the facility to pay off the bill, but that Ms. Berryhill declined Dr. Oweis' offer – that she told Dr. Oweis this the next day, but had told him (Mr. Rosier) of her decision that first evening as they were leaving the facility, stating that she had a bad feeling about the place.

Later that first night, Mr. Rosier testified that he and Ms. Berryhill decided that they wanted Roxie "out" of Dr. Oweis' facility, adding that the facility "wasn't the cleanest place" and that it "smelled like urine." They telephoned Dr. Oweis. They wanted to know whether Dr. Oweis had "done anything yet" (hoping that they could retrieve Roxie and not have to pay). They also wanted to know how Roxie was doing. Instead of responding to their inquiry, however, Dr. Oweis stated that he could not tell them anything about the dog until they had paid him in full.

Extremely concerned about Roxie, Mr. Rosier and Ms. Berryhill returned to Dr. Oweis' facility the next day (Sunday) with Ms. Berryhill's sister, expecting that they could use her credit card to pay for any treatment Dr. Oweis may have provided – as he (Mr. Rosier) recalled seeing something at Dr. Oweis' facility stating that he (Dr. Oweis)

accepted Master Card and Visa. Dr. Oweis, however, refused to accept this payment method. As a result, they contacted the police who, after reviewing the "paper" that he and Ms. Berryhill had signed requiring full payment by January 1, 2009, indicated that it was "more of a civil matter" and left.

On the following day (Monday), Mr. Rosier and Ms. Berryhill contacted Ms. Berryhill's parents, who were able to provide them the necessary money to retrieve their dog. Mr. Rosier testified that he and Ms. Berryhill called Dr. Oweis to make an appointment to "come by and pay for the dog"; that Dr. Oweis told them that he would have to call them back in fifteen minutes, and when Dr. Oweis did not call back as promised, he (Mr. Rosier) and Ms. Berryhill went to the hospital with his mother and Ms. Berryhill's sister. When they arrived, Dr. Oweis told them to slide the money under the door. Mr. Rosier indicated that he did not "feel comfortable" doing this until he saw Roxie, but that Dr. Oweis refused to show them Roxie; and that, as a result, they contacted the police once again.

Mr. Rosier indicated that the police "mediated between them," noting that the police gave Dr. Oweis the money they had brought and that, in exchange, Dr. Oweis was going to get the dog. He also indicated that after taking the money, Dr. Oweis shut the door and that, approximately twenty minutes later, after the police started knocking "real loud" on the door, he (Dr. Oweis) finally came out with Roxie.

When Mr. Rosier and Ms. Berryhill retrieved Roxie, Mr. Rosier testified that he noticed that Roxie was wearing an Elizabethan collar, the area around her injured eye had been shaven, and that she was squinting. He also noticed that her injured eye still was

swollen, but that he and Ms. Berryhill could see her eyeball. In addition, he testified that Dr. Oweis provided them with what might be characterized as an invoice with discharge instructions (indicating that eye surgery had been performed and that a rabies vaccination and a DHLLP vaccination[1] had been administered); and providing a statement – hand-written notes – on "how to care for the dog's eye afterwards") (Board Exhibit # 1). He also testified that Dr. Oweis did not provide them any paperwork (certificates) showing that the shots were administered.

On the next day (Tuesday), still concerned about Roxie, Mr. Rosier and Ms. Berryhill took the dog to another veterinarian, who observed no sutures and could not say "if anything was done" to Roxie's eye. Stating that because there was no proof (*e.g.*. certificates) that the rabies and DHLLP shots were given, Mr. Rosier testified the subsequent treating veterinarian administered the shots.

Hannah Berryhill was the next witness called, and her testimony included the following:

On a Saturday, in late December 2008, Ms. Berryhill received a call from her sister, stating that her sister's cat had scratched Roxie's eye, and that the dog's eye was swollen, red, and rolling back in her head. They took Roxie to Dr. Oweis' facility because they did not think that other veterinary hospitals would be open on a Saturday. The time was approximately 4:00 p.m.

Ms. Berryhill indicated that Dr. Oweis stained Roxie's eye, and showed them the

[1] DHLLP is a multivalent vaccine that protects against multiple diseases including distemper and hepatitis.

scratch. She also indicated that Dr. Oweis advised that he wanted to keep Roxie overnight for observation, to "see what was going on with her eye," and let them know "what was going on with it" from there. Ms. Berryhill indicated that she and Mr. Rosier signed a "paper" that Dr. Oweis had written, containing "one sentence" stating that they would pay Three Hundred Sixty Dollars by January 1, 2009. However, Ms. Berryhill also indicated that Dr. Oweis had verbally agreed to let them pay One Hundred Dollars a week until it added up to Three Hundred Sixty Dollars. Although Ms. Berryhill did state that Dr. Oweis said he was "going to do an eye flap," she thought it was an "eye patch" that would be placed over Roxie's eye so she "wouldn't mess with it." Ms. Berryhill indicated that she had never had a dog before and had never been to a "vet," and reiterated that Dr. Oweis had told them he was going to keep Roxie overnight and observe Roxie. At this point, Ms. Berryhill indicated they left the hospital.

After they arrived home, Ms. Berryhill testified that she felt a "little weird," adding that she just wanted to go back and "get her dog." Later that night, they called Dr. Oweis, and that Dr. Oweis stated during the call that he "couldn't tell [them] anything [about Roxie] until [she] paid him the money."

On the next day (Sunday), Ms. Berryhill indicated that she called her father and asked him for some money because they did not have money at that time to pay the bill. On the following day (Monday), after receiving money from her father, she and Mr. Rosier returned to the hospital. Dr. Oweis asked them to slide the money under the door. Because they (Mr. Rosier and Ms. Berryhill) had not seen Roxie and were uncomfortable sliding the money under the door, they called the police.

After the police came, Ms. Berryhill testified that: (1) Dr. Oweis opened the door and talked to them; (2) the police gave Dr. Oweis their money; (3) Dr. Oweis closed the door; and (4) approximately 20-30 minutes later, after the police had started "banging" on the door, he finally gave them the dog.

When she and Mr. Rosier retrieved Roxie, she indicated that the dog's eye was "swollen," and "really red," and, while they (Mr. Rosier and Ms. Berryhill) could see the brown part of her eye at times, it was "rolling back" a little in her head. Ms. Berryhill also indicated that the areas around Roxie's eye had been shaved, and that the dog's eye was not "stitched back."

The final witness was Dr. Oweis, and his testimony included the following:

He assumed care of Roxie on Saturday, December 27, 2008, at approximately 4:00 p.m. Dr. Oweis testified that Roxie's eye was "half-closed with tears"; that he stained the eye, and that it was "obvious" to him that there was an ulcer. Dr. Oweis testified that he recommended to Mr. Rosier and Ms. Berryhill that they leave the dog so that he could "fix" the eye by an "eye flap" and that, while she was "under anesthesia," Roxie would "get antibiotics."

When asked whether a consumer should know that an eye flap is a surgical procedure, Dr. Oweis stated: "Yes, after [his] explanation," adding that he "didn't tell them [meaning Mr. Rosier and Ms. Berryhill] that [he] would inject antibiotics" or administer "eye drops" to Roxie; and that you cannot make an ulcer heal "without taking all the dead cells."

Dr. Oweis further testified that he kept Roxie at his facility from December 27,

2008 through December 30, 2008, but that he only charged them for three days because hospitalization was not needed (albeit, he subsequently testified that he charged them as "if they came just one night and left"); and that he had kept the dog to secure payment.

When asked about the discrepancy over the length of Roxie's stay at his facility (that is, whether Roxie was kept two nights, as the owners indicated, or three nights, as the hospital record states), Dr. Oweis stated the following: (1) on December 27, 2008, at approximately 4:00 p.m., Mr. Rosier and Ms. Berryhill brought Roxie to his facility; at 5:00 p.m., he performed surgery; and at 8:00 p.m., they asked him whether they could have Roxie back, and he said: "O.K., pay"; (2) on December 28, 2008 he administered antibiotics to the dog; (3) on December 29, 2008, he "observed" Roxie (noting that she was "eating," "eliminating," and "playing," but did not treat her on this date (as there was "no incentive" for him to do so), because he was under the impression that Mr. Rosier and Ms. Berryhill were on their way with the money, and that he was keeping Roxie at this time simply to secure payment; and (4) on the evening of December 30, 2008, he discharged the dog.

When questioned about how many sutures he had used for the eye flap, Dr. Oweis could not recall, but he did note that the sutures were: (1) made of "cat gut," (2) "dissolvable," and (3) still intact when the dog was discharged from his facility. When asked how he determined the Ketamine dosage that he used to anesthetize Roxie, Dr. Oweis testified that he estimated the dog's weight to be "around 18-20 pounds" and, going by this estimation, administered two milliliters of Ketamine. When asked about the standard of care in such instances, that is, whether standard practice calls for the

veterinarian to weigh an animal before administering an anesthetic (rather than "eyeballing" the animal and estimating its weight), Dr. Oweis stated that it did so only in "critical cases."

When questioned about the post-surgical treatment that Roxie received during her stay at his facility, Dr. Oweis stated that: (1) on December 28, 2008, Roxie received Flocillin and Distemper shots; and (2) on December 29, 2008, Roxie received "nothing," that he was "just waiting for the payment." When asked about the frequency of the therapies that he administered Roxie while she was at his facility, Dr. Oweis initially indicated that he applied a topical antibiotic "at least three to four times a day"; but he later corrected himself, stating that Roxie had a bandage that was "packed with antibiotic" that needed to stay "2-3 days"; that the topical antibiotic would be applied after the bandage was removed and that the bandage stayed until the dog was discharged.

When questioned about the "medical record" of his treatment of Roxie that was introduced into evidence (Respondent Exhibit # 1), Dr. Oweis testified that there was a "problem" with his handwriting and so, recently, he started having an employee type the information from his handwritten notes on the computer. The record did not include the following information: (1) certain vital aspects of Roxie's physical condition at the beginning of custody, including her weight, pulse, and respiratory rate; (2) the treatment that he provided Roxie, including the rabies vaccination he administered to the dog; (3) the progress of the case, including Roxie's condition following her surgery on December 27 (*e.g.*, post-anesthetic monitoring), and Roxie's condition during the remainder of her stay at Dr. Oweis' facility from December 28-30; and (4) a surgical log, including the

type of suturing material used to perform the procedure, the number of sutures and suture pattern used, and whether any other applications were used, such as a stint, which is commonly used to hold up a third eyelid flap.

When questioned about whether he informed Mr. Rosier and Ms. Berryhill of the cost for his services, Dr. Oweis testified that he gave them a "bill" or an "estimate," which he does for "every client who walks in"; and that the "paper" indicated that they would pay the bill in full by January 1, 2009, or that Ms. Berryhill would work for him to pay the bill; and that he was planning to keep the dog until the bill was paid.

When asked why he requested Mr. Rosier to slide the money under the door when he came to make payment, Dr. Oweis indicated that there were "eleven persons" present, that Mr. Rosier was not "straight," and that he thought Mr. Rosier was going to "pull a fight." Dr. Oweis also stated that Mr. Rosier told him that "the emergency clinic" gave them [Mr. Rosier and Ms. Berryhill] his "history of probation."

In caring for Roxie's ulcerated eye, the Board notes that Dr. Oweis had a duty to disclose not just the nature of the dog's ailment – which he did satisfactorily – but also the nature of the proposed treatment – which he did poorly. Unlike "spaying" and "neutering" an animal, common names for surgical procedures that are routinely performed, an eye flap is neither the name of a procedure that is commonly understood nor one that is routinely performed.

Although Mr. Rosier and Ms. Berryhill acknowledged that Dr. Oweis recommended that Roxie undergo an eye flap, the evidence clearly indicates that both understood from his explanation of this procedure that an eye flap was an "eye patch" –

rather than a surgical procedure; and that Dr. Oweis, at least for the first night, was keeping Roxie just for observation. As Ms. Berryhill had testified, she believed that Dr. Oweis was keeping Roxie overnight to "see what was going on with her eye," and then would let them know "what was going on with it" from there.

The Board finds the testimony of Mr. Rosier and Ms. Berryhill to be credible. It also finds the information that Dr. Oweis provided them about the nature of the proposed treatment to be insufficient; and that, as a result of the insufficient information that he provided them, they reasonably concluded that an eye flap is an eye patch – and not a surgical procedure – and that Dr. Oweis, at least for the first night, was simply keeping the dog for observation. Conversely, the Board finds the testimony of Dr. Oweis concerning what he advised them pertaining to the nature of the treatment he would be administering to Roxie to be quite vague, confusing, and less credible than that offered by Mr. Rosier and Ms. Berryhill. On this point, if Dr. Oweis had explained the nature of the proposed treatment, that is, provided some basic information as to what an eye flap entails, as he suggested he did, Mr. Rosier and Ms. Berryhill would not have believed that he was simply keeping Roxie overnight for observation and that an eye flap was an eye patch.

Because neither owner actually understood (from the explanation that Dr. Oweis provided) that he was performing surgery upon Roxie that Saturday night, but instead believed that he was keeping her overnight for observation and that an eye flap was an eye patch, the Board finds that Dr. Oweis failed in his duty to disclose the nature of the treatment he was proposing for Roxie, and, in doing so, failed to secure their

authorization to treat the eye in this manner. Simply put, if they did not understand the nature of the treatment being proposed (due to his failure to explain it), they could not have authorized it.

Lastly, the Board notes that during the course of the hearing there was evidence of other wrongdoings on Dr. Oweis' part. The evidence includes: (1) the owners' testimony that Dr. Oweis refused to divulge the health of their dog until such time that they had paid him; (2) the owners' testimony that the dog's pupil could be seen on the date that she was discharged and Mr. Rosier's testimony that the subsequent treating veterinarian saw no evidence of sutures (if true, the eye flap may not have been intact as Dr. Oweis testified); (3) the owners' testimony that Dr Oweis insisted that the owners slide the money under the door before he would release their dog; (4) Dr. Oweis' testimony that he did not actually weigh Roxie before administering an anesthetic agent to her, but instead simply estimated the dog's weight; and (5) Dr. Oweis' testimony concerning the post-surgical care provided Roxie, particularly on the last two days of her stay at his facility where it appears that he simply observed whether the dog was eating, eliminating, and playing because he had no incentive to do anything more for her. However, because Dr. Oweis has not been charged with violations stemming from these alleged acts or omissions, the Board will not comment upon them any further.

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 Edmonson Avenue, Catonsville, Maryland 21228.

2. On or about December 27, 2008, at approximately 4:00 p.m., Corey Rosier and Hannah Berryhill presented their dog, Roxie, to Dr. Oweis for veterinary care because the dog's eye, which had been scratched by a cat, was swollen and red.

3. Dr. Oweis stained Roxie's eye, and showed them the scratch. Dr. Oweis estimated the cost to treat the dog's ulcerated eye to be $360.00. Mr. Rosier and Ms. Berryhill signed a paper that Dr. Oweis had written, containing one sentence stating that they would pay Three Hundred Sixty Dollars by January 1, 2009.

4. Dr. Oweis advised Mr. Rosier and Ms. Berryhill that he wanted to keep Roxie overnight for observation, to "see what was going on with her eye," and let them know "what was going on with it" from there. Dr. Oweis also recommended an "eye flap" for Roxie.

5. From his explanation, Mr. Rosier and Ms. Berryhill reasonably understood that Dr. Oweis was keeping Roxie overnight for observation. They also reasonably understood an "eye flap" – the term that Dr. Oweis used for the proposed treatment – to be an eye patch. They did not understand an "eye flap" to be a surgical procedure, where the third eye flap is sutured shut.

6. On Saturday, December 27, 2008, at approximately 5:00 p.m., contrary to the owners' understanding of how he would be treating their dog, Dr. Oweis sutured Roxie's third eyelid shut. Dr. Oweis performed this surgical procedure without the permission of Mr. Rosier and Ms. Berryhill. Dr. Oweis did not adequately inform Mr. Rosier and Ms. Berryhill of the nature of the treatment that he was proposing for Roxie.

7. Concerned about Roxie, Mr. Rosier and Ms. Berryhill telephoned Dr. Oweis that same

night. Dr. Oweis advised them that he that he could not tell them anything about the dog until they had paid him in full.

8. Dr. Oweis kept Roxie until December 30, 2008 when Mr. Roiser and Ms. Berryhill were able to pay him the requested $360.00.

9. The Board's investigator, Lawrence Blickman, visited Beltway on January 28, 2009, to obtain "Roxie's" medical records. Dr. Oweis informed Mr. Blickman at that time that he did not have any medical records on file documenting his care and treatment of Roxie.

10. On the day of the hearing in this matter, Dr. Oweis produced the patient record he prepared for Roxie during her stay at his facility – typed by an employee from his hand-written notes. The record did not include the following information: (1) certain vital aspects of Roxie's physical condition at the beginning of custody, including her weight, pulse, and respiratory rate; (2) the treatment that he provided Roxie, including the rabies vaccination he administered to the dog; (3) the progress of the case, including Roxie's condition following her surgery on December 27 (*e.g.*, post-anesthetic monitoring), and Roxie's condition during the remainder of her stay at Dr. Oweis' facility from December 28-30; and (4) a surgical log, including the type of suturing material used to perform the procedure, the number of sutures and suture pattern used, and whether any other applications were used, such as a stint, which is commonly used to hold up a third eyelid flap.

CONCLUSIONS OF LAW

Based on the foregoing findings of fact, the Board determines that Dr. Oweis, the

owner of Beltway Animal Clinic & Hospital, located at 612 Edmonson Avenue, Catonsville, Maryland 21228, violated Agriculture Article, §2-310, Annotated Code of Maryland, and:

1.) COMAR 15.14.01.04 (Unprofessional Conduct) because he performed eye surgery upon Roxie (*i.e.*, sutured her third eyelid shut) without the owners' consent, a violation principally stemming from his poor communication with them about the nature of the proposed treatment, including what he meant by an "eye flap," *i.e.*, that it is a surgical procedure; and

2.) COMAR 15.14.01.10 (Record-Keeping) because he failed to record: (a) Roxie'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 and other veterinary care that he administered to Roxie and thus, failed to record all the treatments that he provided the dog as required by this regulation; (c) Roxie's condition post-surgically on December 27, 2008 (*e.g.*, her post-anesthetic condition), and Roxie's condition during the remainder of her stay at his facility from December 28-30, 2008 and thus, failed to provide certain basic information pertaining to the progress of the case as required by this regulation; and (d) the type of suturing material used to perform the procedure, the number of sutures and suture pattern used, and whether any other applications were used 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,[i] the Board, on this 10th day of November, 2010, hereby ORDERS:

1.) That Dr. Oweis' license to practice veterinary medicine in this case is SUSPENDED for eight weeks, but that four weeks of this suspension is stayed (the suspension in this case shall run consecutive to the suspension imposed in SBVME Docket No. 08-91 and, therefore, shall begin on March 1, 2011);

2.) That Dr. Oweis shall pay a CIVIL PENALTY in the amount of Five Thousand Dollars ($5000.00), but that payment of Four Thousand Five Hundred Dollars ($4500.00) is stayed; and

3.) That Dr. Oweis is placed on SIX MONTHS PROBATION 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 civil penalty within 90 days from the date of this Order; and

c.) That he attend and successfully complete 12 hours of continuing education in Ophthalmology.

STATE BOARD OF VETERINARY
MEDICAL EXAMINERS

11/19/10
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

[i] 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 Cesaraian 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 him on probation for a period of one-year. In SBVME Docket No. 08-091 (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.