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

IN THE MATTER OF:	*	
PAUL F. DEAL, D.V.M. LICENSE NO. 1656	*	DOCKET NO. 05-026A and B
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CONSENT AGREEMENT

This Consent Agreement, dated this ~~30~~ 22 day of ~~May~~ June, 2006, is between the State Board of Veterinary Medical Examiners ("Board") and Paul F. Deal, D.V.M., License No. 1656. It concerns the charges that the Board filed against Dr. Deal, pertaining to his treatment of the following animals owned by Ms. Myrna Sigley:

(1) "Porky," a four-year old male Irish Wolfhound mix (Docket # 05-026A); and

(2) "Angel," a five-year old male Domestic Long-Hair (Docket # 05-026B).

Under State law, the Board is the licensing authority responsible for regulating the practice of veterinary medicine in this State, which includes filing disciplinary actions against veterinarians charged with violating the provisions of the Veterinary Practice Act and regulations adopted thereunder. The Board "may refuse, suspend, or revoke any application or license, and censure or place on probation any licensee ... if the veterinarian ... [f]ails to comply with [the Veterinary Practice Act and] Board rules and regulations after receiving a license" (Md. Code Ann., Agric. Art., §2-310(8)); and in lieu of, or in addition to, suspending a veterinarian's license, the Board may impose a civil penalty of not more than $5,000 (Md. Code Ann., Agric. Art., §2-310.1). In this matter, the Board charged that Dr. Deal failed to comply with the record-keeping requirements provided under COMAR 15.14.01.10.

I. Porky (Docket # 05-026A.

A. Findings of Facts

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

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

2. On or about May 16, 2004, Ms. Myrna Sigley presented "Porky," a four-year old male Irish Wolfhound mix to Dr. Deal for emergency care; to wit: status epilepticus.

3. In answering Ms. Sigley's complaint against him with the Board, Dr. Deal provided a short history of Porky's condition as it pertained to the dog's medical status; that being: Porky had been previously treated for seizures by a veterinarian in Ohio, but was no longer receiving this treatment (if Ms. Sigley informed Dr. Deal of the particular treatment that the Ohio veterinarian had prescribed (*e.g.*, the amount and frequency of any medication provided), Dr. Deal did not note it). Dr. Deal also provided his initial diagnosis of Porky's condition; that being: status epilepticus.

4. In the record that he created for this patient, however, Dr. Deal did not provide the aforementioned short history of Porky's condition as it pertained to his medical status. Likewise, he did not provide his initial diagnosis.

5. Assuming Dr. Deal thoroughly examined Porky (physically and neurologically) when the dog was first presented, excepting his weight and that the dog was having trouble breathing, he did not record his findings in the patient's record, including, but not limited to, the dog's temperature (the failure to record and monitor Porky's temperature is particularly problematic because increased temperatures commonly occur in dogs with status epilepticus).

6. On that same day, to treat Porky's emergency status epilepticus, Dr. Deal administered diazepam intravenously to the dog, and made the following comment in the patient's record: "achieved desired effect" - suggesting that the medication had terminated Porky's seizure activity. Dr. Deal, however, provided no details in the patient's record documenting that this had actually occurred. That same day, Dr. Deal also provided a two week supply of Phenobarbital at a dosage of 64 mg BID (less than the recommended dosage of 2-8 mg/kg BID). If this dosage was the maintenance

dosage that the Ohio veterinarian had prescribed to treat Porky's seizure problem, Dr. Deal did not note this in his record.

7. On Monday, June 14, 2004, Ms. Sigley and Porky paid a return visit to Dr. Deal. In the patient's record for this date, Dr. Deal noted that Porky reportedly had repetitive seizures over the weekend. Another entry suggests that Dr. Deal may have examined Porky that day. Assuming this examination occurred, however, Dr. Deal did not record his observations in the patient's record. Dr. Deal did renew the Phenobarbital prescription that day, but failed to specify in the patient's record how much medication was dispensed and thus, how long the medication should continue.

8. On October 28, 2004, Ms. Sigley once again presented Porky to Dr. Deal. The patient's record for that date contains no historical information or physical examination findings, excepting the entry that "nasal exudate" was observed. If Dr. Deal examined Porky on that date, he did not record his findings in the patient's record. Once more, Dr. Deal renewed the Phenobarbital prescription, but again failed to specify in the patient's record how much medication was dispensed and thus, how long the medication should continue.

9. Excepting the aforementioned Monday, June 14, 2004 entry in the patient's record stating that Porky had repetitive seizures over the weekend, Dr. Deal made no entries in the patient's record stating how the dog's seizure disorder was responding to the prescribed treatment.

B. Conclusions of Law

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

1. On or about May 16, 2004, after assuming the emergency care of the subject animal, Dr. Deal recorded no information in the patient's record concerning the dog's physical condition at the beginning of custody other than his weight (100#), and that he was having trouble breathing. In failing to record other pertinent information concerning

Porky's physical condition (including the results of any neurological examination he performed), Dr. Deal violated COMAR 15.14.01.10A(6) (a veterinarian shall record the animal's physical condition at the beginning of custody).

2. On or about that same day, Dr. Deal failed to record in the patient's record his initial diagnosis of Porky's condition (to wit: status epilecticus), a violation of COMAR 15.14.01.10A(6) (a veterinarian shall record any diagnosis made).

3. On or about that same day, Dr. Deal failed to record a short history of Porky's condition as it pertained to the animal's medical status (to wit: that Porky had been previously treated for seizures by a veterinarian in Ohio, but was no longer receiving this treatment), a violation of COMAR 15.14.01.10A(5) (a veterinarian shall record a short history of the animal's condition as it pertains to the animal's medical condition).

4. On or about that same day, after administering diazepam intravenously to the subject animal, Dr. Deal recorded no details in the patient's record documenting the dog's progress (excepting the comment: "achieved desired effect"), a violation of COMAR 15.14.01.10A(8) (a veterinarian shall record the progress of a case).

5. When the subject animal was presented to Dr. Deal on subsequent visits (including, but not limited to, visits made on or about June 14, 2004, and October 28, 2004), Dr. Deal recorded no details in the patient's record documenting the dog's progress, such as how the dog was responding to the treatment provided (excepting the entry made on Monday, June 14, 2004, reporting that Porky had repetitive seizures over the weekend), a violation of COMAR 15.14.01.10A(8) (a veterinarian shall record the progress of a case).

6. On or about June 14, 2004, Dr. Deal renewed the Phenobarbital prescription he had previously written, but failed to specify in the patient's record the amount of medication dispensed and thus, how long the medication should continue, a violation of COMAR 15.14.01.10(7) (a veterinarian shall record the treatment provided an animal and if medication is given, the amount and frequency).

7. On or about October 28, 2004, Dr. Deal once more renewed the Phenobarbital prescription he had previously written, but again failed to specify in the patient's record the amount of medication dispensed and thus, how long the medication should continue, a violation of COMAR 15.14.01.10(7) (a veterinarian shall record the treatment provided an animal and if medication is given, the amount and frequency).

II. Porky (Docket # 05-026B.

A. Findings of Facts

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

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

2. On or about Saturday, June 18, 2005, Ms. Myrna Sigley presented her cat, "Angel," a five-year old male Domestic Long-Hair, to Dr. Deal for emergency veterinary care; to wit: Urethral obstruction since Thursday, June 16, 2005.

3. If Dr. Deal examined Angel that day, after assuming the cat's care, he did not record his findings in the patient's record (excepting the notation that the cat weighed 10 pounds).

4. After removing the obstruction, Dr. Deal expressed the cat's bladder completely. Dr. Deal made the following notations in the patient's record concerning the cat's post-surgical condition: "urine very bloody," "severe cyanosis developed after bladder expressed," "responded to intubation and room air resuscitation," "tomcat catheter installed and left overnight," "Metacam overnight for pain." Dr. Deal did not record the dosage of Metacam that Angel received.

5. Dr. Deal did not administer fluid therapy to Angel (failure to administer subcutaneous

fluid therapy to an obstructed cat to correct subclinical dehydration, meet maintenance fluid requirements, and keep up with losses from potential post-obstructive diuresis, constitutes substandard care). If Dr. Deal did administer fluid therapy to Angel, he did not record this treatment in the patient's record.

6. On the following day, Dr. Deal discharged Angel to Ms. Sigley and, as noted in the patient's record, "with instructions to check frequently throughout the next 4 days for reoccurence (sic)."

7. On or about June 23, 2005, Ms. Sigley presented Angel to Dr. Deal once again for veterinary care. Dr. Deal's notations in the patient's record concerning this visit consist of the following remarks: "SICK," "bladder is not emptying properly but no (sic) plugged - expressed bladder with no resistence," "healthy appearance to urine - owner insisted on taking patient home against advice," "recheck tomorrow." If Dr. Deal physically examined Angel on that date, he did not record his findings in the patient's record.

B. Conclusions of Law

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

1. On or about June 18, 2005, after assuming the care of the subject animal, Dr. Deal recorded no information in the patient's record concerning the cat's physical condition at the beginning of custody other than his weight (10#). In failing to record other pertinent information concerning Angel's physical condition on presentation, Dr. Deal violated COMAR 15.14.01.10A(6) (a veterinarian shall record the animal's physical condition at the beginning of custody).

2. On or about that same day, Dr. Deal administered Metacam to Angel for pain, but failed to record in the patient's record the dosage actually administered, a violation of COMAR 15.14.01.10A(7) (a veterinarian shall record the treatment provided an animal and if medication is given, the amount and frequency).

3. On or about that same day, Dr. Deal failed to administer fluid therapy to Angel, and in so doing, failed to conform to the minimal standards of care expected of a veterinarian in this State, a violation of COMAR 15.14.01.07 (failure to administer subcutaneous fluid therapy to an obstructed cat to correct subclinical dehydration, meet maintenance fluid requirements, and keep up with losses from potential post-obstructive diuresis, constitutes substandard care). If Dr. Deal did administer fluid therapy to Angel, he did not record this treatment in the patient's record, a violation of COMAR 15.14.01.10(7) (a veterinarian shall record the treatment provided an animal and if medication is given, the amount and frequency).

4. On or about June 23, 2005, after Angel was presented to him once more for veterinary care, Dr. Deal failed to record the cat's physical condition, a violation of COMAR 15.14.01.10A(6) (a veterinarian shall record the animal's physical condition at the beginning of custody).

ORDER

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

1.) That Dr. Deal is assessed a Civil Penalty in the amount of One Thousand Seven Hundred Dollars ($1700.00) (that being, the sum of: (a) One Thousand Fifty Dollars ($1050.00) in Docket #05-026A, and (b) Six Hundred Fifty Dollars ($650.00) in Docket #05-026B;

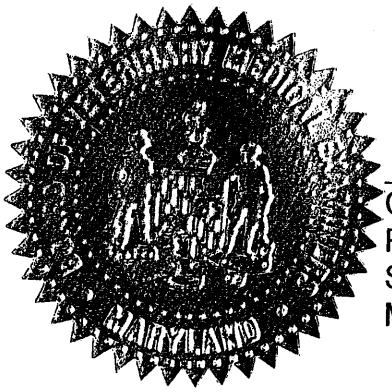
2.) That Dr. Deal's license to practice veterinary medicine in this State is suspended for a period of two weeks but that this suspension is stayed; and

3.) That Dr. Deal is placed on probation for a period of six months under the following terms and conditions:

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

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

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



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

CONSENT

I, Paul F. Deal, D.V.M., acknowledge that I had an opportunity to consult with counsel before entering into and signing this document. By this Consent, I hereby acknowledge that the Board, by a preponderance of the evidence, could prove the Findings of Fact and Conclusions of Law contained herein. Accordingly, in order to resolve these matters, I agree to accept and submit to the foregoing Consent Agreement, consisting of 8 pages.

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

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

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

6/12/06
Date

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

NOTARY

STATE OF Maryland

CITY/COUNTY OF Garrett

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

AS WITNESS my hand and notarial seal.

Notary Public

My Commission expires: 02-01-09