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. 05-036

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CONSENT AGREEMENT

This Consent Agreement, dated this 2nd day of January, 2007, is between the State Board of Veterinary Medical Examiners ("Board") and Paul F. Deal, D.V.M., License No. 1656. This Agreement concerns the charges that the Board filed against Dr. Deal, pertaining to his treatment of "Sebastian," a four-year old male German Shepherd owned by ~~Shepherd~~ Greg and Shirley Jones.

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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.

FINDINGS OF FACT

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 ("CAH"), located at 50 Weber Road, Oakland, Maryland.

2. On or about July 20, 2005, Greg and Shirley Jones presented their dog, "Sebastian," a four-year old male German Shepherd, to Dr. Deal for veterinary care; to wit: To treat a skin condition.

3. If Dr. Deal examined Sebastian on that date to assess the dog's physical condition at the beginning of custody (e.g., the dog's temperature, lung sounds, pulse rate), he did not record his findings in the patient's record (excepting his entry that the dog weighed 122 pounds and the following notation: "entire body affected by patchy hair loss appears to have a microsporum component"). Subsequently, Dr. Deal amended the patient's record, but failed to date and initial the amendment, adding the following notation concerning Sebastian's skin condition: "erythema."

4. To treat Sebastian's skin condition, Dr. Deal administered 1.2 ml of a 1 percent solution of Ivermectin to the dog subcutaneously (1 injection per week x four weeks). Dr. Deal also continued the miconazole shampoos that had been prescribed by Rick Jenkins, D.V.M., the owner of Pineview Veterinary Hospital, located in Oakland, Maryland.

5. On or about July 25, 2005, the Joneses presented Sebastian to Dr. Deal for a second injection of Ivermectin. If Dr. Deal examined Sebastian on that date to assess the dog's physical condition at the beginning of custody, he did not record his findings in the patient's record (excepting the following notations: "lesions appear to be microsporum but doesn't seem to respond to miconazole[;] some places drying up, but wound on RT side still raw & he scratches it[;] also bad odor").

6. On or about July 27, 2005, Dr. Deal ordered Ketaconazole (which, at his direction, was to be administered to Sebastian as follows: "3 tabs BID f 2 to 9 months") (this amount is in excess of the recommended dose range; adverse effects, such as transient hepatitis with associated anorexia and GI symptoms, are uncommon, but are more likely at the dosage that Dr. Deal prescribed). Some time thereafter, Ms. Jones stopped at CAH, picked up a supply of these tablets, and began administering them to Sebastian as prescribed.

7. On or about August 1, 2005, the Joneses presented Sebastian to Dr. Deal for a third injection of Ivermectin. If Dr. Deal examined Sebastian on that date to assess the dog's physical condition at the beginning of custody, he did not record his findings in the patient's record (excepting the following notation: "skin still inflamed - hair shedding extreme[;] coat dry"). On that date, Dr. Deal also made the following entries in the patient's record: Sebastian: (1) "will not eat," and (2) "shook and shivered all day after first dose" of Ketaconazole. Dr. Deal also noted that the "owner reduced dose of Ketaconazole to 2 tabs BID" (this amount still is at the high range of the traditional recommended dosage for yeast dermatitis or dermatophytosis).

8. On or about August 3, 2005, Ms. Jones telephoned CAH and advised Dr. Deal that Sebastian was "sleeping" and "won't eat much."

9. On or about August 8, 2005, Mr. Jones presented Sebastian to Dr. Deal for a fourth injection of Ivermectin. Mr. Jones informed Dr. Deal that he believed Sebastian had a fever, that his dog was continuing to shake and shiver, and that he still was not eating. If Dr. Deal examined Sebastian on that date to assess the dog's physical condition at the beginning of custody, he did not record his findings in the patient's record. On that date, Dr. Deal also prescribed Banamine, making the following entry in the patient's record: "Banamine granules for mix in H2O to treat inflamation & itch." Subsequently, Dr. Deal amended the patient's record, but failed to date and initial the amendment, adding the manner and frequency this medication was to be administered (to wit: "to administer topically q 12 hours").

10. Although Dr. Deal was informed of Sebastian's lethargy and anorexia, he did not advise running serum chemistries (a tool for diagnosing hepatopathies) on Sebastian or discontinuing Ketaconazole until the cause of the symptoms could be identified. On or about August 20, 2005, Sebastian died.

CONCLUSIONS OF LAW

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

(1) Dr. Deal's documentation of the care provided "Sebastian," a four-year old male German Shepherd owned by Greg and Shirley Jones, did not comply with the record-keeping requirements specified under COMAR 15.14.01.10; to wit:

(a) On or about July 20, 2005, Dr. Deal failed to record certain pertinent information in the patient's record concerning the dog's physical condition at the beginning of custody (excepting the dog's weight and certain observations he made concerning Sebastian's skin condition), including, but not limited to, the dog's temperature, lung sounds, and pulse rate, a violation of COMAR 15.14.01.10A(6) (a veterinarian shall assess the patient's physical condition at the beginning of custody).

(b) Subsequent to July 20, 2005, Dr. Deal amended Sebastian's record concerning observations he made on this date (to wit: the dog's "erythema"), but failed to date and initial this amendment, a violation of COMAR 15.14.01.10C (a veterinarian shall date and initial amendments to the patient's record).

(c) On or about July 25, 2005, when he again saw Sebastian, Dr. Deal failed to record certain pertinent information in the patient's record concerning the dog's physical condition at the beginning of custody (excepting certain observations he made concerning Sebastian's skin condition), including, but not limited to, the dog's temperature, lung sounds, and pulse rate, a violation of COMAR 15.14.01.10A(6) (a veterinarian shall assess the patient's physical condition at the beginning of custody).

(d) On or about August 1, 2005, when he again saw Sebastian, Dr. Deal failed to record certain pertinent information in the patient's record concerning the dog's physical condition at the beginning of custody (excepting certain observations he made concerning Sebastian's skin condition), including, but not limited to, the dog's temperature, lung sounds, and pulse rate, a violation of COMAR 15.14.01.10A(6) (a veterinarian shall assess the patient's physical condition at the beginning of custody).

(e) On or about August 8, 2005, when he again saw Sebastian, Dr. Deal failed to record certain pertinent information in the patient's record concerning the dog's physical condition at the beginning of custody, including, but not limited to, the dog's temperature, lung sounds, and pulse rate, a violation of COMAR 15.14.01.10A(6) (a veterinarian shall assess the patient's physical condition at the beginning of custody).

(f) Subsequent to August 8, 2005, Dr. Deal amended Sebastian's record concerning the manner and frequency of Banamine, a medication that he prescribed, was to be administered to the dog (to wit: "to administer topically q 12 hours"), but failed to date and initial this amendment, a violation of COMAR 15.14.01.10C (a veterinarian shall date and initial amendments to the patient's record).

(2) On or after August 3, 2005, having prescribed a dosage of Ketaconazole in excess of the recommended dosage, and after being informed by the owners of Sebastian's lethargy and anorexia (a possible adverse effect to the Ketaconazole that he prescribed), Dr. Deal failed to advise running serum chemistries (a tool for diagnosing hepatopathies) or discontinue this medication until the cause of the aforementioned symptoms could be identified and, in doing so, provided substandard care; a violation of COMAR 15.14.01.07.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, finding that Dr. Deal violated the Veterinary Practice Act, it is this 2nd day of January, 2007, by the State Board of Veterinary Medical Examiners, **ORDERED**:

1.) That Dr. Deal is assessed a Civil Penalty in the amount of One Thousand Eight Hundred Dollars ($1800.00), but that payment of Eight Hundred Dollars ($800.00) of the amount is stayed;

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

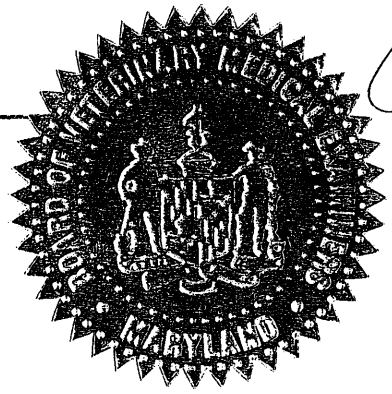
3.) That Dr. Deal is placed on probation for a period of six (6) months under the following terms and conditions:

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

b.) That he pay the portion of the civil penalty not stayed (that being, One Thousand Dollars ($1,000.00)) within eleven (11) months 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.

1/2/07
Date



Chris H. Runde, DVM
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 7 pages (including these Consent pages).

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

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

I sign this Consent Agreement without reservation as my voluntary act and deed

after having an opportunity to consult with counsel, and I acknowledge that I fully understand and comprehend the language, meaning, and terms of this Consent Agreement.

12/22/06
Date

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

NOTARY

STATE OF Maryland

CITY/COUNTY OF Garrett

I HEREBY CERTIFY that on this 22nd day of December 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

DEC 27 2006