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

IN THE MATTER OF:	*	
LYNN E. WIMMER, D.V.M. License No. 5251	*	DOCKET NO. 04-002A and C
	*	[redacted]

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CONSENT AGREEMENT

This Consent Agreement, dated this 20th 3rd day of September OCTOBER, 2005, is between the State Board of Veterinary Medical Examiners ("Board") and Lynn E. Wimmer, D.V.M., License No. 5251. The Agreement concerns the charges that the Board filed against Dr. Burbelo, pertaining to his treatment of the following animals: a.) "Guy," a male Schnauzer, owned by Ms. Anita Pedersen; and b.) "Freda," a female Domestic Short-hair feline, owned by Ms. Gail Slade.

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).

DOCKET NO. 04-002A

Findings of Fact:

Dr. Wimmer, by entering into and signing this document, stipulates to, and acknowledges that the Board, by a preponderance of the evidence, could prove the following Findings of Fact:

1. At all times relevant to the charges, Drs. Burbelo and Wimmer were, and are, licensed to practice veterinary medicine in this State and practice veterinary medicine at the Carroll County Veterinary Clinic, located at 334 Gorsuch Road, Westminister, Maryland 21157. Dr. Burbelo owned and operated this clinic. Dr. Wimmer was a clinic employee.

2. On or about November 12, 2003, Ms. Anita Pedersen, who is described in the patient's record as having "just moved here," presented "Guy," a male neutered Schnauzer, to the clinic for veterinary care (to wit: the dog's chief complaints were "drinking a lot of water, and sleeping a lot"). Dr. Wimmer was the examining veterinarian.

3. Excepting the dog's weight, Dr. Wimmer did not note any physical findings of the dog's condition in the patient's record, standard information that ought to have been recorded, particularly in light of the fact that this was the dog's first visit to the clinic.

4. Diagnostic tests conducted that day were compatible with a diagnosis of diabetes mellitis. Responding to the complaint that prompted the Board's investigation of this matter, Dr. Burbelo stated that Dr. Wimmer made this diagnosis. Inexplicably, however, Dr. Wimmer did not note this diagnosis in the patient's record.

5. Responding further to the complaint that prompted the Board's investigation of this matter, Dr. Burbelo also noted that Dr. Lynn Wimmer spoke to Ms. Pedersen that same day about the following treatment options for Guy: (1) Follow a diabetic diet; and (2) Take insulin shots or glipizide twice daily (the latter option being given because Ms. Pedersen supposedly was reluctant to administer insulin shots to Guy). Nothing, however, was noted in the patient's record about the options provided Ms. Pedersen for treating her dog's diabetes. For example, if oral glipizide was prescribed (or discussed with Ms. Pedersen) that day, this treatment plan was not recorded in the patient's record.

Conclusions of Law:

Based on the foregoing Findings of Fact, the Board makes the following Conclusions of Law:

1. On or about November 12, 2003, Dr. Wimmer assumed the care of a male neutered Schnauzer owned by Ms. Anita Pedersen (to wit: the dog's chief complaints on presentation were "drinking a lot of water, and sleeping a lot"), but failed to record any physical findings of the dog's condition (excepting the dog's weight) in the patient's record, standard information that ought to have been recorded, particularly in light of the fact that this was the dog's first visit to the clinic. In so doing, Dr. Wimmer did not comply with the record-keeping requirements for companion animals, a violation of COMAR 15.14.01.10A(6) (a veterinarian shall record the animal's physical condition at the beginning of custody).

2. On or about November 12, 2003, after conducting diagnostic tests on the subject animal, Dr. Wimmer diagnosed that the dog was suffering from diabetes mellitis, but failed to note this diagnosis in the patient's record. In so doing, Dr. Wimmer did not comply with the record-keeping requirements for companion animals, a violation of COMAR 15.14.01.10A(6) (a veterinarian shall record the diagnosis made, if any, in the patient's record).

3. On or about November 12, 2003, after diagnosing that the subject animal had diabetes mellitis, Dr. Wimmer began treating the dog for this disease, but failed to record the treatment provided in the patient's record. In so doing, Dr. Wimmer did not comply with the record-keeping requirements for companion animals, a violation of COMAR 15.14.01.10A(7) (a veterinarian shall record the treatment provided in the patient's record).

Findings of Fact:

Dr. Wimmer, by entering into and signing this document, stipulates to, and acknowledges that the Board, by a preponderance of the evidence, could prove the following Findings of Fact:

1. At all times relevant to the charges, Drs. Burbelo and Wimmer were, and are, licensed to practice veterinary medicine in this State and practice veterinary medicine at the Carroll County Veterinary Clinic, located at 334 Gorsuch Road, Westminister, Maryland 21157. Dr. Burbelo owned and operated this clinic. Dr. Wimmer was a clinic employee.

2. On or about July 11, 2003, Ms. Gail Slade presented "Freda," a female Domestic Short-Hair feline, to the clinic for veterinary care (to wit: the cat's chief complaint was "constipation"). Dr. Wimmer, an employee of the clinic, examined Freda, treated her constipation (to wit: she administered 180 ml soapy water enema with mineral oil), and prescribed Propulsid.

3. On August 29, 2003, Ms. Slade again presented Freda to the clinic for veterinary care because the cat was constipated. Dr. Wimmer again examined Freda, diagnosing the cat with "megacolon complications."

4. In treating Freda, Dr. Wimmer anesthetized the cat (presumably, with a Ketamine/Acepromazine combination), but failed to note that she had administered anesthetic agent(s) to the cat in the patient's record.

Conclusions of Law:

Based on the foregoing Findings of Fact, the Board makes the following Conclusion of Law: On or about August 29, 2003, Dr. Wimmer anesthetized "Freda," a female Domestic Short-Hair feline, presumably with a Ketamine/Acepromazine

combination, but failed to record the drug's administration in the record. In so doing, Dr. Wimmer failed to comply with the record-keeping requirements imposed upon veterinarians in this State, a violation of COMAR 15.14.01.10A(7) (a veterinarian shall record the amount of any drug given).

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, finding that Dr. Wimmer violated the Veterinary Practice Act, it is this 3rd day of October, 2005, by the State Board of Veterinary Medical Examiners, **ORDERED**:

That Dr. Wimmer is assessed a One Thousand Dollar ($1,000) civil penalty, and that Dr. Wimmer shall pay the civil penalty within thirty (30) days from the date of this Consent Agreement.

10/3/05
Date

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

CONSENT

I, Lynn E. Wimmer, 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 5 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.

September 20, 2005
Date

Lynn E. Wimmer DVM
Lynn E. Wimmer, D.V.M.
Respondent

NOTARY

STATE OF Maryland

CITY/COUNTY OF Baltimore

I HEREBY CERTIFY that on this 20 day of September, 2005, before me, a Notary Public of the State and City/County aforesaid, personally appeared Lynn E. Wimmer, D.V.M., and made oath in due form of law that the foregoing Consent Agreement was her voluntary act and deed.

AS WITNESS my hand and notarial seal.

Notary Public

My Commission expires: 11/1/2005