

BEFORE THE WEST VIRGINIA BOARD OF VETERINARY MEDICINE

**WEST VIRGINIA BOARD OF
VETERINARY MEDICINE,**

COMPLAINANT,

v.

CASE No. 0622E

**NORMAN WILT, DVM,
VETERINARIAN LICENSE NO. 20-2009,**

RESPONDENT.

CONSENT AGREEMENT AND ORDER

NOW COME the West Virginia Board of Veterinary Medicine (“Board”) and Norman Wilt, DVM (“Respondent”) for the purpose of agreeing to disciplinary action which shall be taken against Respondent in the above-referenced matter. As a means of compromise, the Board and Respondent hereby agree to resolve this matter by and through a voluntary agreement and consent to disciplinary action, with consideration given to appropriate safeguards for protection of the public.

WHEREAS, Respondent acknowledges that the Board may file a Statement of Charges alleging that he has violated certain provisions of W. Va. Code §§ 30-10-1 *et seq.* and W. Va. Code R. §§ 26-1-1 *et seq.*, and proceed to a hearing and seek disciplinary action in this matter.

WHEREAS, Respondent hereby waives the filing of a formal Statement of Charges and the parties mutually desire to settle this matter without further prosecution and a formal hearing.

WHEREAS, the Board agrees and acknowledges that this agreement is a compromise of claims disputed by Respondent.

THEREFORE, it is hereby STIPULATED and AGREED between the undersigned parties that this matter be settled and resolved, the parties having reached an understanding concerning the proper disposition of the matter in controversy, and the Board, approving such an agreement, does hereby FIND and ORDER as follows:

FINDINGS OF FACT

1. Respondent is a licensee of the Board, holding License No. 20-2009, and at all times relevant, practiced veterinary medicine at the Ranson Animal Hospital (“RAH”) in Ranson, West Virginia.

2. On June 21, 2022, the Board received a written complaint and supporting documentation from Sarah Hughes (“Ms. Hughes”) regarding the veterinary care that her dog “Ozzy” received from Respondent at RAH.

3. Ms. Hughes’s complaint states that on March 1, 2022, Ozzy was diagnosed with a fractured right ulna at Mountain View Animal Emergency. Ms. Hughes maintains that because Mountain View Animal Emergency could not perform the surgery Ozzy needed, they referred Ms. Hughes to Skylos Sports Medicine. Ms. Hughes states that because Skylos Sports Medicine would not be able to perform the surgery immediately and because they quoted Ms. Hughes a price for the surgery she could not afford, she opted to take Ozzy to RAH for the surgery after they informed Ms. Hughes that they could perform the surgery and would do so for a price that she could afford.

4. On March 8, 2022, Ozzy was brought into RAH for his surgical procedure. Ms. Hughes maintains that Respondent informed her that the surgery went well and implied that Ozzy would be healed in six weeks. Ms. Hughes states that although Ozzy was in a cast for two weeks, which she found concerning, he was only provided enough antibiotics for one week, so Ms. Hughes

questioned Respondent how she would know if Ozzy's leg was infected, to which Respondent responded "just trust me."

5. On March 22, 2022, Ozzy's bandage was removed. Ms. Hughes asserts that during the entire removal process, Ozzy cried out in pain. Ms. Hughes further maintains that Ozzy's leg was swollen and was still bleeding, to which Respondent observed Ozzy's leg "looks good" and sent Ozzy home without additional antibiotics or pain medication. Ms. Hughes states that Ozzy was unable to use his leg at all.

6. On March 24, 2022, Ms. Hughes brought Ozzy to an Animal Pain and Rehab Center ("APRC") in Hagerstown, Maryland, where Ozzy began rehabilitation. Ms. Hughes opted to have Ozzy take antibiotics again because she believed his leg was infected, and states that the swelling in his leg began to subside after antibiotics, pain medication, and several rehabilitation appointments. Ms. Hughes asserts that Dr. Scrivener with APRC was concerned that Ozzy still did not want to use his leg, so Dr. Scrivener advised Ms. Hughes to return to RAH for a repeat x-ray to ensure that there was not an implant failure with the surgery before additional rehabilitation took place.

7. On March 28, 2022, Ozzy received an additional x-ray at RAH and Respondent stated that everything looked just as it should, despite Ozzy being unable and/or unwilling to use his leg.

8. Dissatisfied with Respondent's care, on April 27, 2022, Ms. Hughes brought Ozzy to Dulles South Veterinary Center ("DSVC") in South Riding, Virginia, where their orthopedic surgeon, Dr. Luce, examined Ozzy and ordered additional x-rays. Accordingly, on May 5, 2022, Ozzy was sedated and x-rayed at DSVC and Dr. Luce confirmed that Ozzy's pins from his surgery were going directly into his elbow joint. Dr. Luce removed the pins that same day, but due to the

improper placement of the pins for the preceding eight weeks, he confirmed that Ozzy developed Severe arthritis and degenerative joint disease in his elbow. Dr. Luce added that Ozzy's fracture was never properly reduced and that it could not be fixed. Finally, Dr. Luce confirmed that Ozzy's leg was infected.

9. Ms. Hughes states that following his second surgery, Ozzy appeared more comfortable, his infection healed, and he began to attempt to use his leg again. Despite Ozzy's progress, Ms. Hughes asserts that Ozzy may never walk normally again and that his life was not the same as a result of Respondent's care.

10. The Board received Respondent's written response to the complaint dated July 28, 2022, through his attorney, along with supporting documentation. Respondent states that prior to performing the surgery, the staff at RAH discussed the case generally with Ms. Hughes and Respondent provided an estimate for an expected surgery to address an injury to Ozzy's right elbow. Respondent maintains that when he examined Ozzy on March 8, 2022, he diagnosed Ozzy with a right olecranon fracture and performed the surgical procedure the same day. Respondent explains in detail the surgery he performed and states that he verified that Ozzy's range of motion was within normal limits before heavily bandaging Ozzy for discharge.

11. Respondent states that approximately one week post-surgery, Ms. Hughes sent e-mails and made telephone calls to RAH in which she expressed her concern about the bandage and how it had irritated Ozzy's skin. Respondent asserts that he never discussed with Ms. Hughes the effectiveness and progress of the fracture's healing, because he was unable to assess the elbow without examining it. Respondent adds that on March 22, 2022, Ms. Hughes called RAH and advised that Ozzy was running a temperature of 103 degrees, but when Respondent asked his staff to instruct Ms. Hughes to bring Ozzy in for an examination, she initially refused and requested that

Respondent prescribe Ozzy antibiotics, but that Ms. Hughes ultimately brought Ozzy to RAH for further examination. Respondent removed Ozzy's cast, determined that the bandage and the incision looked good, and the swelling was minimal. Respondent further provided instruction on performing passive range of motion exercises and massage, and advised Ms. Hughes to return with Ozzy in four weeks for a post-operative x-ray and examination.

12. Respondent maintains that he did not prescribe therapy for Ozzy and that he was not provided with updates/reports on the rehabilitation progress at APRC. Respondent states that on March 28, 2022, Ms. Hughes returned to RAH for Ozzy's x-ray, which Respondent states showed that the implanted hardware looked "ok." Respondent asserts that he believed that the radiograph showed the cranial-most pin was residing very close to the elbow joint, but it did not appear as if it was penetrating the joint. Respondent maintains that he urged Ms. Hughes to allow him to provide additional care to Ozzy, but that she refused. Respondent states that his inability to examine Ozzy again after March 28, 2022 "certainly prevented [Respondent] from being able to effectively deal with any potential complications from the initial procedure or the healing of the fracture over the month between his initial examination and Ozzy's last visit to the RAH."

13. Respondent states that on April 5, 2022, Ms. Hughes contacted RAH and advised that she believed Ozzy had developed lesions from the bandage's length, and that Ozzy's fracture was not healing because he was not using his leg as expected. Respondent maintains that Ms. Hughes was instructed to bring Ozzy in for an examination, but she refused. Respondent states that he was unable to assess the healing process without examining Ozzy and that, at the time, Respondent did not believe that the fixation of the elbow fracture was causing any problems.

14. Respondent asserts that on April 6, 2022, he called Ms. Hughes and requested that she bring Ozzy to RAH so that he could determine if Ozzy was experiencing complications from

surgery, but she refused due to the potential for additional costs. Respondent maintains that on April 8, 2022, he asked Ms. Hughes for the contact information for the individual performing rehabilitation on Ozzy so that Respondent could discuss Ozzy's treatment and progress, and that he ultimately spoke with the rehabilitation facility. Respondent asserts that he reviewed Ozzy's progress report and determined that nothing unusual was occurring.

15. Respondent provides a history of the surgical orthopedic procedures he has performed throughout his career and states that he "felt confident that his surgical repair of Ozzy's fracture was anatomically appropriate given his post-surgical examinations ...". Respondent maintains that he attempted to mitigate post-surgical complaints from Ms. Hughes, but that he was limited in ability to do so due to Ms. Hughes's refusal to bring Ozzy to RAH in a timely manner.

16. The Board's Complaint Committee reviewed Ms. Hughes's complaint and Respondent's response thereto, and found probable cause to believe that Respondent failed to maintain complete medical records, which included a lack of anesthesia monitoring and a failure to specify the drugs used for sedation, the dosage of the drugs used and the route of administration used, and that Respondent provided substandard care in failing to properly repair Ozzy's fracture, in violation of W. Va. Code § 30-10-19(g)(3) and W. Va. Code R. §§ 26-1-8.1.5., 26-4-5.1.b., and 26-4-5.2.a.

17. Upon recommendation of the Complaint Committee, and after reviewing the aforementioned complaints, responses, and accompanying documents, the Board, by majority vote at its meeting on September 22, 2022, determined there was sufficient evidence to warrant further proceedings and that further action should be taken against Respondent.

CONCLUSIONS OF LAW

1. Respondent is a licensee of the Board, holding License No. 20-2009, and is therefore subject to the license requirements and disciplinary rules of the Board.

2. The Board is a state entity created and governed by W. Va. Code §§ 30-10-1 *et seq.*, and is empowered to regulate the practice of veterinary medicine in the State of West Virginia.

3. In order to carry out its regulatory duties, the Board may suspend, revoke, or otherwise discipline an individual's license to practice veterinary medicine under the authority granted to it by W. Va. Code §§ 30-10-5 and 30-10-19 and W. Va. Code R. §§ 26-1-8 and 26-2-1 to 26-2-6.

4. Respondent does not contest that the Board has probable cause to charge him with one or more violations of the Board's governing statutes and rules based upon its investigation and findings in this matter.

5. The conduct described in the above *Findings of Fact* would, if proven, constitute violations of W. Va. Code § 30-10-19(g)(3) and W. Va. Code R. §§ 26-1-8.1.5, 26-4-5.1.b, and 26-4-5.2.a. Such conduct is therefore grounds for disciplinary action.

CONSENT OF LICENSEE

I, Norman Wilt, by signing this Consent Agreement and Order, acknowledge the following:

1. After having had the opportunity to consult with an attorney of my choice, I sign this Consent Agreement and Order voluntarily, freely, without compulsion or duress, and understand that my signature has legal consequences.

2. No person or entity has made any promise or given any inducement whatsoever to encourage me to make this settlement other than as set forth in this document.

3. I am aware that I may pursue this matter through appropriate administrative and/or court proceedings. I am aware of my legal rights regarding this matter, but I have chosen to waive those rights intelligently, knowingly, and voluntarily.

4. I waive any defenses including, but not limited to, laches, statute of limitations, and estoppel, that I may have otherwise claimed as a condition of this agreement.

5. I acknowledge that the execution of this document constitutes disciplinary action by the Board and is therefore considered to be public information.

The Respondent, Norman Wilt, by affixing his signature hereto, agrees to the following Order.

ORDER

Based on the foregoing, the Board does hereby ORDER and DECREE as follows:

1. Respondent is hereby REPRIMANDED for his actions in this matter.
2. Within six (6) months from the date of the entry of this Order, Respondent shall complete three (3) Board approved continuing education hours on the topic of radiology, three (3) Board approved continuing education hours on the topic of orthopedics, and three (3) Board approved continuing education hours on the topic of medical record keeping related to surgery. The aforementioned continuing education hours do not count toward the required eighteen (18) hours of continuing education.
3. Within three (3) months after taking the above-mentioned medical record keeping continuing education, Respondent shall submit to the Board for its review five (5) patient medical records for cases in which surgery was performed completed and maintained by him.
4. Within three (3) months from the date of the entry of this Order, Respondent shall reimburse the Board the costs of this proceeding, including but not limited to, the administrative and legal expenses incurred by the Board in the investigation and disposition of this case.

5. Any failure to comply with all provisions in the Consent Agreement and Order may result in additional disciplinary action, up to and including the suspension or revocation of Respondent's license to practice veterinary medicine in the State of West Virginia.

6. This document is a public record as defined in W. Va. Code § 29B-1-2. The Board is bound by law and by this Agreement to report the results of all disciplinary actions, including this matter, for posting in the AAVSB Veterinary Practitioners Disciplinary Database and for posting on the Board's website.

7. This Consent Agreement and Order constitutes the entire agreement between the parties.

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In recognition of this Consent Agreement and Order, we hereby affix our signatures.

WEST VIRGINIA BOARD OF VETERINARY MEDICINE

By: Keith B Berkeley DVM
Dr. Keith Berkeley, Board Chairman

Entered: 12/1/22
Date

REVIEWED AND AGREED TO BY:

Norman Wilt
Norman Wilt, DVM
Respondent

11/10/22
Date

This day personally appeared before me, Norman Wilt, whose name is signed to the foregoing document and who is known to me, having acknowledged before me that the statements in the foregoing document are complete, true and correct, to the best of his knowledge, information, and belief, and executed the document voluntarily on the date shown above.

Given under my hand and seal on this the 16th day of November, 2022.

My Commission expires: Feb 15th 2027

Amy Elizabeth Kirby
Notary Public

