



JON S. CORZINE
Governor

New Jersey Office of the Attorney General

Division of Consumer Affairs
State Board of Veterinary Medical Examiners
124 Halsey Street, 6th Floor, Newark, NJ 07102



ZULIMA V. FARBER
Attorney General

RECEIVED and FILED by the
NEW JERSEY STATE BOARD OF
VETERINARY MEDICAL EXAMINERS
on this date of: 6/21/2006
KIMBERLY S. RICKETTS

June 19, 2006

Mailing Address:
P.O. Box 45020
Newark, NJ 07101
(973) 504-6500

By Certified and Regular Mail

Anthony P. Scriffignano, D.V.M.
Montclair Animal Hospital
124 Watchung Avenue
Upper Montclair, New Jersey 07043

Re: I/M/O ANTHONY P. SCRIFFIGNANO, D.V.M.
Complaint Number: 03-103 6/21/2006

Offer of Settlement In Lieu of Disciplinary Proceeding

Dear Dr. Scriffignano:

This letter is to advise you that the New Jersey State Board of Veterinary Medical Examiners (hereinafter referred to as the "Board") has had an opportunity to review a complaint it received, filed by Cynthia and Ralph Salzano, concerning the treatment which you rendered to their male Cairn Terrier dog, "Bailey," on several dates in November 2003.

Specifically, the information reviewed by the Board included, but is not limited to, the following documents:

1. A complaint filed, on or about December 23, 2003, by Cynthia and Ralph Salzano, as well as any and all attachments and exhibits; and
2. A correspondence, dated January 14, 2004, from Anthony P. Scriffignano, D.V.M., to the Board, as well as any and all attachments and exhibits.

Upon review of all available information, the Board has preliminarily found that probable cause exists to support a finding that you have violated, as well as failed to comply, with the provisions of statutes and regulations administered by the Board, specifically N.J.A.C. 13:44-4.8(c)(4) and N.J.S.A. 45:1-21(o), in that you have engaged in the use of misleading advertising.

In reviewing the records in this matter, the Board found that on November 4, 2003, Mr. and Mrs. Salzano presented Bailey at the Montclair Animal Hospital (hereinafter the "Hospital") because he was limping. You examined the dog, prescribed antibiotics and scheduled a follow-up appointment. At the November 13, 2003 follow-up evaluation, the owners were told that since Bailey's elbow and dorsal muscle pain had improved via the antibiotics, it was very likely that the dog had contracted Lyme Disease.

Three days after the second visit, on November 17, 2003, the dog was returned to the Hospital with complaints of vomiting and diarrhea. After certain diagnostic testing, including in-house laboratory testing and an abdominal ultrasound, Bailey was started on intravenous fluids and medical treatment for pancreatitis. The dog was transferred to the Animal Emergency and Referral Center, in West Caldwell, New Jersey, for overnight care on November 17, 2003 since no one was available to monitor his condition through the night at the Hospital. Upon his return to the Hospital on November 18th, you examined Bailey and advised the owners to continue his hospitalization due to his condition.

Bailey's medical records at the Hospital indicate that he was still slightly depressed and had watery diarrhea on November 19th and vomited bile. The dog became febrile and developed abdominal pain on November 20, 2003 and you felt that Bailey's condition had deteriorated significantly, so you referred Mr. and Mrs. Salzano to a specialist at the Animal Medical Center in New York City. Bailey was discharged on November 20th and admitted to the Red Bank Veterinary Hospital where he died five (5) days later.

In its review of the records, the Board considered your hospital's welcoming letter to your patients which states:

We pride ourselves on being a full-service hospital, capable of handling almost any medical or surgical problem. This means that we can provide a wide range of services to our clients and patients. Some of these services include: Hospitalization and Intensive Care for seriously ill patients: . . . [emphasis added].

The Board concludes that this language implies that such care, especially intensive care, can be provided 24 hours per day if a patient's condition so requires. However, as is clear in Bailey's case, the Hospital only provides daytime coverage and therefore cannot provide "intensive" care for as long as needed to a patient, as its advertisement suggests. Therefore, the Board finds that you have engaged in the use of misrepresentation in the advertising of the services rendered at your hospital, contrary to the mandates of N.J.S.A. 45:1-21(h), N.J.S.A. 45:1-21(o) and specifically, N.J.A.C. 13:44-4.8(c)(4).

At this juncture, the Board has determined that the above violations are sufficient to warrant the initiation of formal disciplinary proceedings against you. Notwithstanding that determination, however, the Board has determined that it will first offer you an opportunity to settle this matter, and thereby avoid the initiation of disciplinary proceedings, should you consent to:

1. Cease and desist from the use of misleading advertisements, in all forms, in violation of N.J.S.A. 45:1-21(h), N.J.S.A. 45:1-21(o) and N.J.A.C. 13:44-4.8(c)(4); and
2. Immediately modify the welcoming letter utilized by the Hospital and disseminated to clients, to either eliminate all wording and language which implies that care, specifically hospitalization and intensive care, can be provided twenty-four (24) hours or make clear in the document the hours of operation that the Hospital will provide the specific services. A copy of the modified welcoming letter shall be provided to the Board office within fourteen (14) days of the entry of this Order; and
3. Modify all Hospital advertisements, including but not limited to: written flyers, welcoming letters, brochures, telephone directory ads, etc.; to eliminate any and all language which implies that care, specifically hospitalization and intensive care, can be provided twenty-four (24) hours; and
4. Pay a penalty in the amount of **\$500.00**, to be paid immediately upon your signing of the acknowledgment at the bottom of this letter,

for your violation of N.J.S.A. 45:1-21(h) and
N.J.A.C. 13:44-4.8.

Additionally, as you may be aware, the Board is obligated to review every complaint received from consumers in order to assure that veterinarians licensed to practice in this State are complying with the applicable statutes, regulations and accepted standards of practice. The Board found no other violations of the statutes and regulations it administers and enforces to warrant the initiation of any additional disciplinary charges other than those detailed above. Notwithstanding this decision, the Board asked me to convey its additional concerns

In its review of this matter, the Board concluded that the owners were unclear on the information that you provided to them concerning Bailey's condition and the prognosis. The Board acknowledges your position that you communicated with the owners, via telephone and in person, and with the owners' daughter, a medical doctor, concerning Bailey's treatment. Nevertheless, the Board believes that, if the owners had had a better understanding of the dog's condition, perhaps this conflict could have been avoided.

Moreover, in your January 14, 2004 written response to the Board concerning this matter, you advised that on November 3, 2003, no Lyme Disease testing was performed but yet Bailey was placed on a trial period of Amoxicillin. On his November 13, 2003 recheck appointment, you advise that because many of the areas of pain, namely elbows and back, had improved while the dog was on the antibiotics, the owners were told that Bailey "very likely" had Lyme Disease. While the Board acknowledges that the dog's exposure to the tick reportedly occurred three (3) weeks prior to the visit with you, thus preventing an accurate diagnosis at that point, and while the Board takes no issue with your administration of Amoxicillin at the outset, it wishes to remind you that Lyme Disease must be conclusively diagnosed by the review of blood work and not on the basis of a physical examination.

Finally, the Board notes that when you finally referred the owners to a specialist for emergency services, you only provided them with one option, namely a veterinary facility in New York. The Board strongly suggests that you provide your clients with more than one (1) option when referring cases again in order to provide owners with as much information and communication as possible. The Board simply suggests that you consider the issues raised in this correspondence and comply with the directives contained herein.

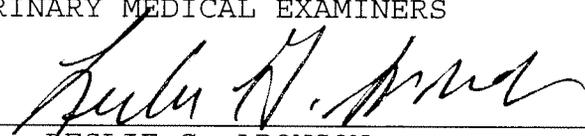
If you are willing to settle this matter on the offered settlement terms, you may do so by signing the acknowledgment at the bottom of this letter, and returning it to the Board office. In such event, this letter will be a matter of public record.

In the event you are unwilling to settle this matter on the offered terms, it will be referred to the Attorney General's office for the initiation of appropriate disciplinary action. In such event, you will be afforded an opportunity to defend against the alleged violations. If an evidentiary hearing is deemed warranted, the Board will either conduct that hearing at a date and time to be scheduled or refer the matter to the Office of Administrative Law. You are advised, however, that in the event formal charges are filed, the Board may assess civil penalties in an amount greater than that herein offered in settlement should any charges against you be sustained. Additionally, the Board may, if the facts are found to so warrant, enter an order, requiring you to reimburse certain monies and/or requiring you to pay costs incurred by the Board. Should you have any questions concerning this letter or the settlement offer herein, I suggest that you contact Deputy Attorney General Olga E. Bradford, who may be reached at (973) 648-3696.

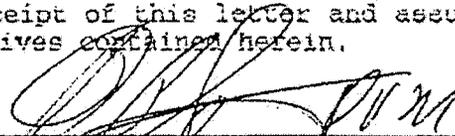
If you elect to settle this matter presently, you should sign the acknowledgment at the bottom of this letter and return it to the Board within fifteen (15) days following your receipt of this letter. In the event that the Board receives no response from you within fifteen (15) days, the Board's settlement offer will be withdrawn, and the matter will be referred to the Attorney General's Office for the initiation of the appropriate disciplinary action.

NEW JERSEY STATE BOARD OF
VETERINARY MEDICAL EXAMINERS

By: _____


LESLIE G. ARONSON
Executive Director

ACKNOWLEDGMENT: I, ANTHONY P. SCRIFFIGNANO, D.V.M., of Montclair Animal Hospital, hereby acknowledge that I have read and reviewed the settlement proposal set forth in the above letter. I acknowledge the conduct that has been charged. I am aware that, by signing this acknowledgment, I am waiving any rights I may have to defend myself against any charges of wrongdoing at an administrative hearing. I am also aware that the action taken against me by the Board herein is a matter of public record, and that this letter is a public document. I hereby agree to pay a penalty in the amount of \$500.00. I also agree to adhere to the other provisions enumerated in this settlement letter. I also hereby acknowledge receipt of this letter and assure that I will comply with the directives contained herein.



 ANTHONY P. SCRIFFIGNANO, D.V.M.

DATED:

cc: Deputy Attorney General Olga E. Bradford