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

IN THE MATTER OF:	*	
ANNE K. WEIGT, D.V.M.	*	**DOCKET NO. 18-03**
LICENSE NO. 5269	*	

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CONSENT AGREEMENT AND ORDER

This Consent Agreement and Order ("Consent Agreement"), dated this 1 day of November 2019, is between the State Board of Veterinary Medical Examiners ("SBVME" or "Board") and Anne K. Weigt, D.V.M. ("Dr. Weigt"), License No. 5269. This Consent Agreement resolves the charges filed by the SBVME on or about November 5, 2018 in Docket No. 18-03, alleging that Dr. Weigt violated the Veterinary Practice Act , Agriculture Article, §§ 2-301 – 2-316, Annotated Code of Maryland, and related Code of Maryland Regulations ("COMAR") 15.14.01 – 15.14.17 set forth herein.

By letter dated November 19, 2018, Dr. Weigt, through counsel, requested a hearing. Thereafter, the parties engaged in discussions in an effort to resolve this matter, which included Dr. Weigt's appearance with her counsel at a Resolution Conference on May 30, 2019. Following that confidential conference and additional discussions, the parties were able to reach a resolution. Dr. Weigt agreed to waive her right to a hearing in Docket 18-03 and to entry of this Consent Order under the terms and conditions set forth herein.

Under Maryland law, the SBVME 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 related COMAR regulations adopted pursuant to this law. As part of its authority, the SBVME "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 Board rules and regulations after receiving a license." Md. Code Ann., Agric. Art., §2-310(8). The Board may also impose a civil penalty of not more than $5,000 for a first offense, or $10,000 for a second or subsequent offense, in lieu of or in addition to suspending or revoking a veterinarian's license, respectively. Md. Code Ann., Agric. Art., § 2-310.1 In setting the amount of a civil penalty, the Board shall consider the severity of the violation, the good faith of the violator, and any history of prior violations, as well as the Board's regulatory civil penalty standards. Md. Code Ann., State Gov't Art. § 10-1001(b); COMAR 15.14.11 (Civil Penalty Standards for Veterinarians).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Anne K. Weigt, D.V.M., License Number 5269, by entering into and signing this Consent Agreement, while generally and specifically denying liability, agrees to the provisions of this Consent Agreement, acknowledging that the SBVME has sufficient evidence to find, as fact, and to conclude as a matter of law that Dr. Weigt violated COMAR 14.15.01.10A (Record Keeping) as follows:

1. At all times relevant to this charge, Dr. Weigt was a veterinarian licensed to practice in the State of Maryland, where she has been licensed since 2001. Dr. Weigt has no prior disciplinary history with the Board.

2. At the time of the events described in this charge, Dr. Weigt was the owner and responsible veterinarian of Eye Care for Animals ("Hospital") (License No. 02-094), located at 197 Defense Highway, #101, Annapolis, MD 21401.

3. In March of 2017, "Taco," a six-year-old male Shih Tzu owned by Sadie Becoate ("Owner"), became a patient at the Hospital. Taco's owner sought specialized care for him due to issues involving his right eye.

4. Although Taco was first seen at the Hospital on March 13, 2019, his first appointment with Dr. Weigt was on March 15, 2017. At this time, Dr. Weigt became Taco's attending veterinarian, a role in which she continued during all of Taco's subsequent visits to Hospital. At this visit, Taco was seen in follow-up for anterior uveitis following a history of ocular trauma. Owner reported that Taco's eye was looking much better and that Taco was happy and active at home. On examination, Taco still had severe

inflammation inside the eye, but there was no evidence of a penetrating wound or cataract formation. Dr. Weigt suspected a bacterial infection, although a lens rupture could not be completely ruled out. Dr. Weigt added oral clavamox to Taco's treatment plan. Dr. Weigt also discussed with Owner that persistent uveitis can lead to scarring, glaucoma and permanent vision loss. Following this visit, Owner alleged that she was left with the impression that Taco's condition was improving and was hopeful for a favorable outcome. Dr. Weigt was likewise hopeful that Taco would have a positive response to antibiotics, and that medical therapy would improve Taco's condition.

5. Taco's next visit to Hospital occurred on March 20, 2017. Dr. Weigt noted in the medical records that although Taco seemed to be improving, she suspected a lens problem and that a cataract was forming. Dr. Weigt advised that surgery to remove the lens might be necessary. Following that examination, however, the Owner indicated she did not come away with the understanding that Taco might require surgery.

6. Taco returned to Hospital on March 27, 2017, when Dr. Weigt's examination revealed worsening inflammation compared to the previous visit and iris bombe (i.e., iris "stuck" to the lens capsule 360 degrees with posterior chamber intraocular fluid causing the iris to bulge forward, severely compromising outflow of aqueous humor, usually leading to secondary glaucoma, blindness, pain, therefore necessitating globe removal). Dr. Weigt offered Owner two options: (1) attempt to remove the diseased lens with aggressive medical therapy post-operatively in an attempt to retain an eye (either visual or non-visual); or (2) remove the diseased eye with a poor prognosis for vision restoration in an attempt to minimize pain and the potential for multiple surgeries.

7. Faced with these options, Owner elected to try to save the vision in her dog. Dr. Weigt performed surgery the same day, March 27, 2017.

8. According to Dr. Weigt, prior to surgery, she explained to Owner the potential complications that are listed on the "surgical procedures, estimate, consent & authorization" form, and that Owner understood all the potential complications, including the potential complication of hyphema (hemorrhage

within the eye). While the consent form does not contain details regarding the particular procedure being performed, the consent form did cover the complications that arose from the surgery.

9. During the surgery to remove the lens, Dr. Weigt encountered adhesions between the lens and the iris, and separating the adhesions from the lens caused substantial bleeding. Dr. Weigt also encountered purulent materials extruding from the lens. Dr. Weigt contacted the Owner during surgery about these complications, and Dr. Weigt informed Owner that Taco would likely not regain vision in his right eye. Dr. Weigt recommended a full enucleation of Taco's eye at this time; however, Owner declined.

10. Following surgery, Taco was monitored by Dr. Weigt. Trace evidence of blood was evident in the anterior chamber of Taco's right eye the day after surgery, and continued to worsen over the next two visits. During Taco's third visit, Dr. Weigt found that the anterior chamber had collapsed. Dr. Weigt informed the Owner that it was unlikely Taco would ever regain any vision in his right eye, which was known and identified to the Owner prior to surgery as a potential surgical complication.

11. On Taco's fifth follow up which occurred on April 24, 2017, Dr. Weigt recommended removing the right eye to keep fluid from building up in it, which would cause Taco severe pain. Owner declined to have the eye removed.

12. The Owner filed a later complaint with the Board arising from the care and treatment provided by Dr. Weigt. The Board investigated the complaint, including obtaining medical records pertaining to Dr. Weigt's treatment of Taco. After its review, the Board determined that Dr. Weigt satisfied the standard of care for a specialist in providing treatment to Taco. The complications which arose were not a result of substandard care. Dr. Weigt also asserted that she communicated with Owner clearly and frequently and in a detailed and extensive manner. Dr. Weigt asserted that at each stage of treatment, she explained to Owner the nature of Taco's condition and prognosis, and Owner understood Taco's condition and prognosis. However, the Board noted deficiencies with respect to Dr. Weigt's record keeping, specifically her documentation of communications with Owner regarding Taco's condition and prognosis. Taco was referred to Dr. Weigt for a suspected ruptured lens, which is a significant problem that may carry a guarded prognosis by an ophthalmologist due to complications from anterior uveitis.

While Dr. Weigt has advised the Board that she recalls conveying the severity of Taco's situation from her first examination on March 15, 2017 to the Owner orally, the typed discharge documents do not sufficiently reflect this or support her recollection.

13. For example, in the exam form findings of March 15, 2017, under the final comments, Dr. Weigt states "worried about long term prognosis . . ." However, in the Discharge Sheet given to Owner for that day, this concern is not mentioned.

14. When Taco was seen by Dr. Weigt again the day following surgery, the Discharge Sheet stated: "Taco is doing very well 24 hours following removal of a cataract from the right eye... He has more than expected amount of inflammation for this point following surgery and some blood in the eye...." Dr. Weigt's examination notes reflected that she found hyphema of approximately 2/3 of the anterior chamber questionable PLR, menace response, and dazzle reflex. Hyphema of approximately 2/3 of the anterior chamber is more than "some blood" and the conditions noted in the records are not necessarily consistent with "doing very well."

15. COMAR 15.14.01.10A (Record Keeping) requires, for companion animals, that a veterinarian prepare a legibly written record that accurately and thoroughly reflects the treatment provided, including the progress and disposition of the case. By omitting or inadequately characterizing certain aspects of Taco's treatment in the medical records as set forth herein, Dr. Weigt violated COMAR 15.14.01.10A(9).

Taking the facts and circumstances into consideration, including the nature of the violation, the veterinarian's lack of prior disciplinary history at the time of the complaint, and her good faith efforts to resolve this matter, the Board concluded that the most reasonable and appropriate resolution includes the sanctions set forth below.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is this 7th day of November, 2019, by the State Board of Veterinary Medical Examiners, ORDERED that for her

violations of COMAR 15.14.01.10A(9) (Record Keeping) in connection with the care and treatment provided to Taco, a six-year-old male Shih Tzu owned by Sadie Becoate, Anna K. Weigt, D.V.M. (License No. 5269) shall pay a civil penalty of $300.00. which shall be paid within thirty (30) days of the date of this Consent Agreement by check payable to the Maryland Department of Agriculture with the notation "SBVME – 18-03".

WITNESS the hand of the State Board of Veterinary Medical Examiners, State of Maryland, this 7th day of November, 2019.

STATE BOARD OF VETERINARY
MEDICAL EXAMINERS

Elizabeth Callahan, D.V.M.
President
State Board of Veterinary Medical Examiners
Maryland Department of Agriculture

CONSENT

I, Anne K. Weigt, D.V.M., acknowledge that I have had an opportunity to consult with counsel before entering into this Consent Agreement. By this Consent, I hereby acknowledge the legal authority and jurisdiction of the Board over this matter to issue and enforce this Consent Agreement. In order to resolve this matter, I agree to accept and submit to the foregoing Consent Agreement, consisting of ___ pages. I sign this Consent Agreement without reservation as my voluntary act and deed after having had an opportunity to consult with counsel, and I acknowledge that I fully understand and comprehend the language, meaning, and terms of this Consent Agreement.

11-1-19
Date

Anne K. Weigt, D.V.M.

NOTARY

STATE OF Maryland
CITY/COUTY OF Anne Arundel

I HEREBY CERTIFY that on this 1st of November, 2019 before me, a Notary Public of the City/County aforesaid, personally appeared Anne K. Weigt, D.V.M, and made oath in due form of law that the foregoing Consent Agreement was his/her voluntary act and deed.

AS WITNESS my hand and notarial seal.

Karen S. Thiemeyer
Notary Public
My commission expires: 7/24/22

KAREN S THIEMEYER
Notary Public-Maryland
Anne Arundel County
My Commission Expires
7/24/22