MAY 2 1 2019

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

IN THE MATTER OF:	*	
JENNIFER GOESSLING, D.V.M.	*	**DOCKET NO. 18-04B**
LICENSE NO. 6546	*	

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CONSENT AGREEMENT AND ORDER

This Consent Agreement and Order ("Consent Agreement"), dated this 14th day of May, 2019, is between the State Board of Veterinary Medical Examiners ("SBVME" or "Board") and Jennifer Goessling, D.V.M. ("Dr. Goessling"), License No. 6546. This Consent Agreement resolves the charges filed by the SBVME on or about November 15, 2018 in Docket No. 18-04B, alleging that Dr. Goessling 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 20, 2018, Dr. Goessling, through counsel, requested a hearing. Thereafter, the parties engaged in discussions in an effort to resolve this matter, which included Dr. Goessling's appearance with her counsel at a Resolution Conference on February 28, 2019. Following that confidential conference and additional discussions, Dr. Goessling agreed to waive her right to a hearing in Docket 18-04B 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

Jennifer Goessling, D.V.M., License Number 6546, 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. Goessling violated COMAR 14.15.01.10A (Record Keeping) as follows:

1. At all times relevant to these charges, Dr. Goessling was a veterinarian licensed to practice in the State of Maryland, where she has been licensed since 2010. Dr. Goessling has no prior disciplinary history with the Board.

2. At the time of the events described in these charges, Dr. Goessling was employed as a veterinarian at Animal Emergency Hospital ("Hospital") (current License No. 12-042), which was located at 807 Baltimore Pike, Bel Air, MD 21014. In June of 2018, Hospital moved to 722 Baltimore Pike, Bel Air, MD 21014.

3. On or about June 22, 2017, Marc Hemling ("Mr. Hemling") and Rebekah Rottman ("Ms. Rottman") took their 11-year-old female German Shepherd, "Xtra," to Northwind Animal Hospital ("NAH") for lethargy, vomiting, diarrhea and weakness in the hind limbs. Xtra was also in heat. NAH was not the normal veterinary practice for Mr. Hemling and Ms. Rottman (collectively "Owners"), but Owners took Xtra there because an appointment with their regular veterinarian was not available until the next day. An associate veterinarian at NAH performed a physical examination of Xtra and completed diagnostic testing, including radiographs and blood work. The associate veterinarian at NAH

suspected pancreatitis, pyometra (an infection in the uterus), or a liver infection as the cause of Xtra's issues. Xtra was sent home with amoxicillin, Metronidazole (for diarrhea), and Cerenia (for vomiting), as well as a copy of the records and blood work results from the visit.

4. On Friday, June 23, 2017, Xtra was still vomiting, despite the medications prescribed. Owners called NAH and the treating veterinarian recommended taking Xtra to an emergency facility.

5. On the evening of June 23, 2017, Owners took Xtra to the Hospital, where Kimberly Gale, D.V.M. ("Dr. Gale") (License No. 7590), an associate veterinarian at Hospital, initially was Xtra's treating veterinarian. When the Owners arrived at Hospital with Xtra, Mr. Hemling provided front desk staff with paperwork from NAH which included Xtra's blood work and a list of the medications prescribed by the veterinarian at NAH. Dr. Gale took Xtra into the treatment room for a physical examination and a focused assessment with sonography in trauma ("FAST") ultrasound scan.

6. Following the examination and FAST ultrasound scan, Dr. Gale advised Owners that Xtra's abdominal cavity was filled with watery, blood-tinged fluid. Dr. Gale's medical records reflect that she suspected pancreatitis (inflammation of the pancreas) as the cause of Xtra's symptoms, or possibly a pyometra, although a pyometra was less likely. Dr. Gale told Owners that she was unsure of the source of the fluid, but did not believe it was from a perforation in the large or small intestine or bowel. Dr. Gale prepared an estimate for hospitalization, intravenous ("IV") fluids, broad spectrum antibiotics, as well as a chem.17, Cpl and electrolytes, CBC, and radiographs. Dr. Gale promised to call Owners with diagnostic results in about two hours and said that if initial testing did not provide definitive answers, the next step would be a full ultrasound of the abdomen.

7. At approximately 11:57 p.m. on June 23, 2017, Dr. Gale called Mr. Hemling to discuss the blood work results. She advised that she had ruled out pyometra. Dr. Gale stated that Xtra's radiographs were inconclusive, but Xtra's blood work indicated a small elevation in the white blood cell count. According to the Owners, Dr. Gale's said nothing about Xtra's kidney values as evidenced by the blood tests, nor did she discuss Xtra's kidneys at this time. Dr. Gale said that she would arrange an ultrasound of Xtra's abdomen. After the night of June 23, 2017, Xtra was in the care of other veterinarians at the Hospital.

8. In the early morning of the following day, Saturday, June 24, 2017, Mr. Hemling called the Hospital to inquire whether the ultrasound had been scheduled and to see how Xtra was feeling. No veterinarian was available to speak with him at that time. However, after consulting with the attending veterinarian, Hospital staff advised Mr. Hemling that Xtra's fever had resolved and that Xtra was stable and looking better than when first admitted, but did not want to stand. At that time, Hospital staff did not know when the ultrasound would be performed. Staff made no mention of Xtra's kidney values or any other concerns with Xtra's kidneys.

9. Mr. Hemling called the Hospital again during the afternoon of June 24, 2017, to see if the ultrasound had been performed. He was advised by staff that the ultrasound had not yet been performed.

10. During the overnight shift lasting through the morning of Sunday, June 25, 2017, Xtra was under the care of another veterinarian at the Hospital. During the overnight shift, the veterinarian noticed that Xtra had urinated only once during the shift, so a urinary catheter was placed to monitor urinary output. The Owners were not made aware of the placement of the urinary catheter until the afternoon of the following day.

11. The next day, Sunday, June 25, 2017, Mr. Hemling called the Hospital at approximately 9:57 a.m. During this call, Mr. Hemling was told that Xtra's ultrasound was being performed by Dr. Goessling at that time. Staff further advised Mr. Hemling that Dr. Goessling would call him later with the results.

12. After waiting a few more hours, Mr. Hemling called back during the afternoon and was able to speak with Dr. Goessling. Dr. Goessling told Mr. Hemling that there were no significant findings from the ultrasound, although Xtra's liver appeared to be slightly inflamed and there was an increasing amount of free fluid in the abdomen. As reflected in her medical records, Dr. Goessling advised that there was "minimal change" in "renal values" which Mr. Hemling did not understand to be a negative development. During this call, according to Mr. Hemling, he did not understand based on Dr. Goessling's explanation that the functioning of Xtra's kidneys was declining or that kidney failure was a possibility. While Dr. Goessling advised Mr. Hemling that Xtra's overall condition was not improving, she did not offer factual details as to the basis for that conclusion or to adequately convey the gravity of

Xtra's medical condition and few factual details are reflected in the medical records. This call was the first discussion with the Owners that a urinary catheter had been placed.

13. Dr. Goessling recommended sending Xtra's ultrasound out to be read by a specialist, which would be expected to be received back in the following days.

14. Shortly after Mr. Hemling's call with Dr. Goessling ended, Ms. Rottman spoke with Dr. Goessling to discuss Xtra's care and treatment. Ms. Rottman inquired whether an ultrasound of Xtra's pancreas had been performed. Dr. Goessling responded that pancreatitis was not the cause of Xtra's symptoms and that fluid was continuing to accumulate in Xtra's abdomen. Ms. Rottman and Dr. Goessling also discussed the possibility of leptospirosis, which was ruled out by Dr. Goessling, as well as exploratory surgery. Dr. Goessling was concerned that Xtra might not survive exploratory surgery due to her "levels and current condition." Ms. Rottman advised Dr. Goessling that if Xtra was suffering, she and Mr. Hemling would rather make the decision to euthanize Xtra sooner, rather than later. Dr. Goessling recommended waiting for the ultrasound to be read by a specialist. According to Ms. Rottman, Dr. Goessling's statements during this conversation did not cause her to understand that Xtra's kidney values were high, that renal failure was a real possibility, or the extent to which Xtra's physical condition was significantly declining. Dr. Goessling did not document in Xtra's medical records factual details communicated to Ms. Rottman during this conversation demonstrating Xtra's physical decline or that renal failure was discussed as a possible diagnosis.

15. At 4:30 p.m. on June 25, 2017, Owners went to the Hospital to visit Xtra. Owners found Xtra's actual condition to be worse than they had understood. Ms. Rottman, who works as a medical professional, read Xtra's medical chart, which was attached to Xtra's cage door. Ms. Rottman noticed Xtra's elevated kidney values and saw that Xtra's kidney values had continued to rise at the time of each test. Ms. Rottman asked Dr. Goessling if Xtra was in kidney failure. Dr. Goessling answered in the affirmative. According to Owners, this was the first time the possibility of renal failure had been discussed with them and the first time they were made aware of the rising blood levels indicating kidney involvement.

16. Given Xtra's suffering, Owners made the difficult decision to humanely euthanize Xtra without waiting for the final ultrasound report.

17. Owners subsequently filed a complaint with the Board arising from the care Xtra received at the Hospital. The Board opened a case and conducted an investigation which included obtaining medical records related to Xtra's treatment at the Hospital.

18. The Board determined that Dr. Goessling failed to adequately document in the medical records the progress and disposition of the case, including details regarding her differential diagnoses, factual observations regarding Xtra's condition, and the details of her communications with Owners regarding her differential diagnoses and Xtra's declining condition. While the Board did not find that Dr. Goessling committed professional conduct or standard of care violations, the deficiencies in the medical records, including lack of factual detail pertaining to Xtra's condition, support the Owners' reasonable confusion and/or lack of understanding of Xtra's medical condition and prognosis during the time Xtra was under Dr. Goessling's care.

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 14th day of May, 2019, by the State Board of Veterinary Medical Examiners, ORDERED that for her violations of COMAR 15.14.01.10 (Record Keeping):

(a) Dr. Goessling shall pay a civil penalty of $1,000.00, 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 – 18-04B";

(b) Dr. Goessling shall serve a period of probation of six (6) months from the date of this Consent Agreement. While on probation, the veterinarian shall obey all laws and regulations governing the practice of veterinary medicine in this State and the conditions of this Consent Agreement. The veterinarian shall promptly respond to any document requests from the Board for copies of medical records for Board review to ensure compliance with Board regulations. Violation of probation means that the veterinarian is charged and the Board ultimately concludes that the veterinarian violated the Veterinary Practice Act, related regulations, or the terms of this Consent Agreement during the period of probation. Violation of probation may result in the imposition of additional sanctions, following notice and an opportunity to be heard; and

(c) As an additional condition of probation, Dr. Goessling shall complete six hours of continuing education ("CE"), which shall consist of the Veterinary Medical Records online course offered by Dr. Lance Roasa, DVM, JD and Dr. James F. Wilson, DVM, JD, at www.drip.net. The CE shall be completed and verification of completion provided to the Board within six (6) months from the date of this Consent Agreement. To verify completion of all required CE, Dr. Goessling's CE records may be subject to audit by the Board at any time. Proof from the CE provider shall include Dr. Goessling's name, the number of hours of CE completed, the topics covered, and the dates the CE were given.

This CE will **not** be counted towards the 18 credit hours of CE required annually for re-registration of the veterinary license and the Board may audit CE records for relevant years to verify full completion of the CE required annually for all veterinary practitioners, as well as the CE provided for in this Consent Order.

WITNESS the hand of the State Board of Veterinary Medical Examiners, State of Maryland, this 24th day of May, 2019.

STATE BOARD OF VETERINARY
MEDICAL EXAMINERS

David Handel, D.V. M.
President
State Board of Veterinary Medical Examiners
Maryland Department of Agriculture

CONSENT

I, Jennifer Goessling, 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.

5/14/19
Date

Jennifer Goessling
Jennifer Goessling, D.V.M.

NOTARY

STATE OF Maryland
CITY/COUTY OF Baltimore

I HEREBY CERTIFY that on this 14 of May, 2019 before me, a Notary Public of the City/County aforesaid, personally appeared Jennifer Goessling, 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.

CWatts
Notary Public
My commission expires: 08/10/2022

CORAL ANN WATTS
NOTARY PUBLIC
HARFORD COUNTY
MARYLAND
My Commission Expires 08-10-2022