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

IN THE MATTER OF :	*	
LAURA B. SMITH, D.V.M.	*	DOCKET NO. 02-057
LICENSE NO. 5236	*	

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CONSENT AGREEMENT

This Agreement, dated this 18th day of August, 2003, is between the State Board of Veterinary Medical Examiners ("Board") and Laura B. Smith, D.V.M., License No. 5236 ("Dr. Smith"). The Agreement concerns the charges that the Board filed against Dr. Smith, alleging that she violated the Maryland Veterinary Practice Act (Md. Code Ann., Agric Art. §§2-301, *et seq.*), pertaining to her treatment of "Kobe," a four month-old, female Labrador-Mix, owned by William and Diane Kime.

Under the Veterinary Practice Act, 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 Board ... 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).

More specifically in this matter, the Board's charges against Dr. Smith alleged that the care she provided Kobe was substandard, a violation of COMAR 15.14.01.04, to wit: that she (a) inadvertently tied off the dog's right ureter, and (b) left the dog's left ovary and left uterine horn (or portions thereof) tied to the uterine body, requiring the dog to undergo subsequent corrective surgeries.

FINDINGS OF FACT

Dr. Smith, 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. Dr. Smith is a licensed veterinarian in this State, and was so at all times relevant to the charges filed against her in this matter.

2. On or about August 16, 2001, Dr. Smith, while performing contractual work for the SPCA/Humane Society of Prince George's County, undertook the care of "Kobe," a female, four month-old Labrador-Mix, to perform an ovario-hysterectomy upon her. William and Diane Kime, who had adopted Kobe from the SPCA/HS of Prince George's County, had pre-paid for this surgical procedure.

3. A little over a year later, on or about August 26, 2002, the Kimes presented Kobe to Anne L. Ray, D.V.M., the owner of the Laurel Park Animal Hospital, for a routine examination and vaccinations. After noting that Kobe had a mildly swollen vulva and a blood droplet from her vulva, Dr. Ray ran a vaginal smear of Kobe, which test confirmed estrus. Believing that a piece of Kobe's ovary had been left behind from the ovario-hysterectomy Dr. Smith had performed upon the dog, Dr. Ray recommended a laparotomy for Kobe.

4. On or about August 29, 2002, Dr. Ray performed the recommended laparotomy upon Kobe. Dr. Ray found the dog's left ovary and left uterine horn still attached to the uterine body, and removed them. Additionally, Dr. Ray found a fist-sized smooth mass where the dog's right kidney should have been. Concerned that the right ureter was tied off and that the mass she found was a hydronephrotic kidney, Dr. Ray referred Kobe to Kathy Arrington, D.V.M., Diplomate ACVIM, for an ultrasound.

5. On or about September 16, 2002, Dr. Arrington performed an abdominal ultrasound upon Kobe, which showed an anechoic mass with hyperechoic structures within the right cranial abdominal cavity. A fine needle aspirate of the mass showed yellow fluid

consistent with urine. The creatinine level was tested on the fluid, which was 27.08 mg/dl. Dr. Arrington determined that these findings were consistent with a hydronephrotic right kidney, and referred Kobe to Gary M. Goldstein, D.V.M., M.S., for exploratory surgery and a right nephrectomy.

6. On or about September 19, 2002, Dr. Goldstein, observing that Kobe's right kidney was severely enlarged and hydronephrotic, performed a nephrectomy upon the dog's right kidney.

CONCLUSIONS OF LAW

Based upon these Findings of Fact, the Board makes the following Conclusion of Law: On or about August 16, 2001, Dr. Smith performed an ovario-hysterectomy upon "Kobe" Kime, a dog placed in her care, which procedure fell below the minimal standard of care required of a veterinarian in this State, a violation of Agriculture Article, § 2-310(8), Annotated Code of Maryland, and COMAR 15.14.01.07, to wit: Dr. Smith (a) inadvertently tied off the dog's right ureter, and (b) left the dog's left ovary and left uterine horn (or portions thereof) tied to the uterine body, requiring the dog to undergo subsequent corrective surgeries.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, finding that Laura B. Smith, D.V.M., License No. 5236, violated COMAR 15.14.01.07, it is this 26th day of August, 2003, by the State Board of Veterinary Medical Examiners, **ORDERED**:

(1) That Dr. Smith's license to practice veterinary medicine in this State is suspended for a period of two weeks, but that this suspension is stayed; and

(2) That Dr. Smith is placed on probation for a period of one year under the following terms and conditions:

(a) That Dr. Smith obey all laws and regulations governing the practice of veterinary medicine in this State; and

(b) That Dr. Smith reimburse the Kimes the veterinary fees they incurred for Kobe's veterinary care, including her subsequent corrective surgeries, that being $2,198.17, within 60 days from receipt of this fully executed Agreement.

August 28, 2008
Date

John Paul O'Mara, D.V.M.
President
State Board of Veterinary
Medical Examiners

CONSENT

I, Laura B. Smith, 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 could prove by a preponderance of the evidence 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 4 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.

8/18/03
Date

Laura B. Smith, D.V.M.,
Respondent

NOTARY

STATE OF Maryland
CITY/COUNTY OF Charles

I HEREBY CERTIFY that on this 18th day of August, 2003, before me, a Notary Public of the State and City/County aforesaid, personally appeared Laura B. Smith, 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.

Linda L. Bush
Notary Public

My Commission expires: 3/1/04