

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

IN THE MATTER OF: \*

HOLLY POWERS, VMD \* DOCKET NO. 19-55

LICENSE NO. 7818 \*

\* \* \* \* \*

**CONSENT AGREEMENT AND ORDER OF CENSURE**

This Consent Agreement and Order of Censure (“Consent Agreement”), dated this 22<sup>nd</sup> day of January, 2021, is between the Maryland State Board of Veterinary Medical Examiners (“Board”) and Holly Powers, VMD (“Dr. Powers”) (License No. 7818). At all times relevant to this Consent Agreement, Dr. Powers was licensed to practice veterinary medicine in Maryland, where she has been licensed since 2017. Dr. Powers was, at the time of the incidents described herein, a veterinarian at Allied Partners Veterinarian Services (“Hospital”) (Hospital License No. 04-009), located at 4135 Old Town Road, Huntingtown, Maryland 20639. Dr. Powers has no prior disciplinary history with the Board.

Under State law, the Board 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 provisions of the Maryland Veterinary Practice Act, Agriculture Article §§ 2-301 to 2-316, Annotated Code of Maryland and related regulations. As part of its authority, 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 rules and regulations after receiving a license.” Md. Code Ann., Agric. Art., § 2-310(8). In addition, the Board may 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 a veterinarian’s license. Md. Code Ann., Agric. Art., § 2-310.1.

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

Dr. Powers, by signing this Consent Agreement, while generally and specifically denying liability in this case, agrees to this Consent Agreement and Censure, acknowledging that the Board has sufficient evidence to find, as fact, and conclude as a matter of law that she violated the Maryland Veterinary Practice Act and related

regulations namely COMAR 15.14.01.07 (Professional Judgment and Practice) and COMAR 15.14.01.10 (Record Keeping) in connection with the care provided to Sky as follows:

1. On the night of February 2, 2019, Stephen Stebbing (“Owner” or “Mr. Stebbing”) noticed that his three-year-old female Labrador mix, Sky, was favoring her right front limb. Upon close examination, Mr. Stebbing noticed a laceration that was bleeding profusely.
2. Mr. Stebbing took Sky to the Hospital, where Dr. Powers became Sky’s attending veterinarian. Dr. Powers examined the paw and advised that Sky’s laceration needed suturing. Dr. Powers provided a treatment plan, which included a statement of charges. Mr. Stebbing expressed concerns about the estimated charges. To accommodate cost concerns, Dr. Powers removed the recommended pre-surgery blood work, radiographs, and other pre-surgery diagnostic testing. She also told the Owner that he could save on hospitalization by taking Sky home after surgery.
3. Dr. Powers then proceeded with the surgery, during which Sky was not intubated, as per the Owner’s agreed upon treatment plan. During the procedure, Dr. Powers discovered significantly more damage to the area than expected originally. The superficial digital flexor tendon, deep digital flexor tendon, tendon of the flexor carpi ulnaris and tendon of the flexor carpi radialis were all severed and in need of repair, making the surgery more complicated and time-consuming than anticipated. Dr. Powers consulted her supervisor to obtain advice and surgical guidance, and she inquired whether to wake Sky without fixing the tendons. Dr. Powers was encouraged and advised to proceed with the difficult surgery and she made the necessary repairs.
4. Toward the end of the surgery, Sky regurgitated. Gauze and suction were used to clear Sky’s mouth and pharynx, but the regurgitation put Sky at risk of developing aspirational pneumonia.
5. Mr. Stebbing originally was expected to pick Sky up at 5:00 a.m. At that time, Sky was in stable condition and recovering slowly. However, when Mr. Stebbing arrived and went back into the treatment room, Sky was unable to stand on her own. Dr. Powers recommended additional time in the Hospital for rest, recovery, and observation before discharge. Mr. Stebbing agreed.
6. At approximately 7:00 a.m., Dr. Powers examined Sky again. She noted that Sky was panting, which Dr. Powers suspected was due to pain medication wearing off. Dr. Powers contacted Mr. Stebbing

to obtain his consent to administer additional pain medication, and Mr. Stebbing agreed. Injectable pain medication (Buprenorphine .01 mg/kg IV) was administered.

7. At 8:00 a.m., Mr. Stebbing arrived at the Hospital to take Sky home. However, Sky would not sit up or respond to his voice, and her breathing was labored. Dr. Powers advised the Owner that Sky's condition was due to the anesthesia and pain medication. Dr. Powers did not recommend further hospitalization. Given that the parties had agreed that Mr. Stebbing would need to monitor Sky at home as part of cost saving measures, Dr. Powers released the dog. She did tell Mr. Stebbing that he should monitor Sky closely.

8. Mr. Stebbing returned home with Sky at 8:30 a.m., but he brought her back to the Hospital at approximately 11:30 a.m. because Sky's breathing had become more labored. Unfortunately, Sky died shortly after arriving at the Hospital.

9. Mr. Stebbing subsequently filed a complaint with the Board alleging that Dr. Powers provided substandard care and treatment to Sky.

10. The Board opened a case and conducted an investigation. Based on the investigation, it concluded that there was sufficient evidence from which to conclude that Dr. Powers provided substandard care and treatment to Sky and that her record keeping was deficient. The surgery to close the laceration likely did not appear complex initially, but during surgery, Dr. Power realized that the tendons were severed. Once Dr. Powers became aware that the surgery would be more complicated than originally anticipated, insertion of an endotracheal tube should have been considered as soon as possible to protect the dog from aspirating. At minimum, the Owner should have been contacted to discuss the benefits of intubation.

11. In addition, when she realized Sky was having difficulty standing and breathing after surgery, Dr. Powers should have recommended further diagnostics and care such as chest radiographs, blood pressure, IV fluids or further hospitalization. Although Dr. Powers was trying to save the client money by not admitting the dog, she should have made new recommendations based on medical necessity and documented any what recommendations, if any, were declined once the Owner was made aware of the more extensive nature of the surgery.

12. COMAR 15.14.01.07A (Professional Judgment and Practice) provides that: “[a] veterinarian, when caring for and treating a patient, shall conform to those minimum standards of care and treatment which are customary among veterinarians in this State.” Dr. Powers, albeit under difficult circumstances, did not satisfy the applicable standard in her care and treatment of Sky by failing to intubate Sky after realizing that the laceration had severed the tendons and that surgery would take longer and be more complicated than expected, or at least to seek permission from the Owner to do so. The tube would have better protected the airway so the dog might not have aspirated. In addition, Dr. Powers failed to monitor Sky properly after surgery and sent Sky home without addressing her labored breathing by recommending further diagnostics.

13. In addition, Dr. Powers’ record keeping was deficient. COMAR 15.14.01.10A (Record Keeping) requires, for a companion animal, that a veterinarian prepare a legibly written record that accurately and thoroughly reflects the treatment provided, including the progress and disposition of the case. Dr. Powers failed to satisfy this standard when she failed to document in the record Sky’s progress from the time surgery ended at approximately 3:00 a.m. to the time she was discharged at 8:30 a.m. Dr. Powers further failed to document that she performed a full physical examination before Sky was released to Mr. Stebbing’s care. The record should include documentation of a full physical examination, including a comprehensive description of the dog’s condition prior to discharge. While Dr. Powers did record some assessment of the dog’s condition in the client communications notes, she did not document that a physical examination was performed, in violation of COMAR 15.14.01.10A.

Taking all the facts and circumstances into consideration, the Board concluded that the most reasonable and appropriate resolution in this matter is a Censure. Dr. Powers has no history of formal discipline with the Board. The Board acknowledges that she was well intentioned in her attempts to please the client and satisfy his cost concerns. It is important for all veterinary practitioners to be mindful that the medical needs of the patient must be considered and discussed with the owner, even when the owner seeks to minimize costs. If circumstances change significantly after a treatment plan has been discussed and agreed upon, a veterinarian should communicate with the owner about the change in circumstances before proceeding with a pared down treatment plan.

**ORDER**

Based on the foregoing Findings of Fact and Conclusions of Law, it is this 22<sup>nd</sup> day of January, 2021, by the Maryland State Board of Veterinary Medical Examiners, **ORDERED** that for violations of COMAR 15.14.01.07 (Professional Judgment and Practice) and COMAR 15.14.01.10 (Record Keeping), Holly Powers, VMD, be, and hereby is, **CENSURED**.

*Elizabeth Callahan/CDS*

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Elizabeth Callahan, DVM  
President  
Maryland State Board of Veterinary Medical Examiners

**CONSENT**

I, Holly Powers, VMD, acknowledge that I have had an opportunity to consult with counsel before entering into this Consent Agreement and Censure (“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.

1/22/2021

Date



Holly Powers, VMD