

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

IN THE MATTER OF:

MARGARET HOFFECKER, DVM
LICENSE NO. 2634

DOCKET NO. 24-14

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CONSENT AGREEMENT AND ORDER

This Consent Agreement and Order ("Consent Agreement"), dated this 8th day of February 2024, is between the State Board of Veterinary Medical Examiners ("SBVME" or "Board") and Margaret Hoffecker, DVM ("Dr. Hoffecker"), License No. 2634. This Consent Agreement resolves a case arising from a complaint filed on July 27, 2023, with the SBVME, assigned Docket No. 24-14, alleging that Dr. Hoffecker did not satisfy the Veterinary Practice Act, Md. Code Ann., Agric. §§ 2-301 – 2-316 and related Code of Maryland Regulations ("COMAR") 15.14.01 – 15.14.17, as set forth herein.

On January 15, 2024, Dr. Hoffecker, having been advised in writing regarding her due process rights, including the right to retain legal counsel, agreed to resolve this case under the terms and conditions reflected in this Consent Agreement. By signing this Consent Agreement, Dr. Hoffecker agrees to waive her right to formal proceedings in this case, including the issuance of charges and a hearing. She further agrees to the terms and conditions of this Consent Agreement.

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 not satisfying 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. § 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. Agric. § 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 civil penalty standards. Md. Code Ann., State Gov't. § 10-1001(b); COMAR 15.14.11 (Civil Penalty Standards for Veterinarians).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

By entering and signing this Consent Agreement after having had the opportunity to seek the advice of legal counsel, Margaret Hoeffcker, DVM, License Number 2634, 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. Hoeffcker did not satisfy COMAR 15.14.01.10 (Record Keeping) and COMAR 15.14.01.18 (Animal Boarding by a Veterinarian) as described below:

1. Dr. Hoeffcker is a veterinarian licensed to practice in Maryland, where she has been licensed since 1983.
2. At the time of the events described herein, Dr. Hoeffcker was the owner and responsible veterinarian at Shawsville Veterinary Hospital & Pet Care Center ("SVH") (License No. 03-068), located at 4534 Norrisville Road, White Hall, MD 21161. SVH is a veterinary hospital that also provides animal boarding.
3. Dr. Hoeffcker has a history of discipline by the Board, but no prior cases involving record keeping or animals boarded at her veterinary hospital.
4. This case involves care provided to Sparky, a 12-year-old mixed dog owned by Charles Bridgett ("Mr. Bridgett" or "Owner") while Sparky was boarded at SVH. Sparky began boarding at SVH on March 11, 2023, while his owner, Mr. Bridgett, was in an assisted living facility.
5. On July 21, 2023, Veronica Van Hof ("Ms. Van Hof"), an employee of the Baltimore Humane Society ("BHS"), picked Sparky up from SVH. Mr. Bridgett had asked BHS to transport Sparky from SVH to his residence so he could visit with him before having Sparky euthanized.

6. Before she arrived at SVH, Ms. Van Hof called SVH and spoke with an unidentified staff member. The staff member told Ms. Van Hof that SVH had advised Mr. Bridgett multiple times that Sparky's health was declining and recommended euthanasia. The staff member also informed Ms. Van Hof that Sparky had a severe injury to his face caused by "bashing it on the chain link fence of his kennel," and was blind, deaf, and unable to walk. When Ms. Van Hof asked if Sparky was housebroken, the staff member told her, "We don't know, we don't walk him, he goes in his kennel and then we clean it."

7. Subsequently, Ms. Van Hof arrived at SVH to retrieve Sparky. When she saw the dog, she was horrified by his condition. Sparky's eye was swollen shut, and he had a large open wound above it raw down to bare muscle. Ms. Van Hof observed that Sparky's coat was matted and soiled, and the dog had a raw lipoma on his back leg. Ms. Van Hof asked an unidentified SVH front desk employee if Sparky was taking any medications specifically for the wound on his face, and they told her that he was not. During the visit to SVH, Ms. Van Hof interacted with the unidentified front desk employee and Dr. Hoffecker.

8. When Ms. Van Hof returned to her office at BHS with Sparky, she observed that the dog could walk and was neither blind nor deaf. Sparky stayed with Ms. Van Hof for three days while she arranged for Mr. Bridgett to see him. According to Ms. Van Hof, Sparky did not have any accidents in her office while under her care, which led her to conclude that Sparky had been neglected at SVH. Sparky was euthanized at BHS on July 24, 2023.

9. On July 27, 2023, Ms. Van Hof, along with the director of BHS, Christine DeCorse ("Ms. DeCorse"), submitted a complaint to the SBVME against Dr. Hoffecker. Ms. Van Hof and Ms. DeCorse alleged that Dr. Hoffecker and the staff members at SVH neglected Sparky while he was boarding at SVH. To support the complaint, Ms. Van Hof provided photographs of Sparky taken on the day she picked him up from SHV and in the subsequent days before his euthanasia.

10. The photographs show an open oozing wound above Sparky's left eye, for which SHV had provided no medication or treatment. They also document Sparky walking on his own in a field. While

Ms. Van Hof noted that Sparky did experience some falls, he was mobile and able to be taken outdoors to relieve himself, rather than being left in his kennel.

11. The Board opened a case and investigated.

12. On October 3, 2023, Dr. Hoffecker submitted a response to the SBVME describing the care provided to Sparky. Dr. Hoffecker stated that Sparky had been picked up by Baltimore County Animal Services ("BCAS") (License No. 03-004ACF) in early March 2023. When contacted by BCAS, Sparky's owner, Mr. Bridgett, noted that he was in declining health and unable to care for Sparky. Therefore, he arranged for Sparky to board at SVH. According to the medical records, when Sparky came to SVH, the dog was "raggedly looking," deaf, had difficulty walking, and would frequently fall."

13. Dr. Hoffecker informed the Board that Sparky was housed in an indoor/outdoor run, but over time, he struggled to navigate the surroundings of his kennel. Sparky lacked balance, causing him to fall into the kennel wall and face plant repeatedly, leading to his eye injury. Dr. Hoffecker stated that "topical cleansers and/or anti-inflammatories would not mend his wound." Dr. Hoffecker did not believe Sparky's eye was infected, so she did not dispense antibiotics. Dr. Hoffecker tried to purchase a helmet for Sparky, but after placing an order, she learned that the website used for the purchase was a scam.

14. According to Dr. Hoffecker, during the time Sparky was boarded at SVH (March 2023 to July 2023), she spoke over the phone with Mr. Bridgett on four to five occasions to discuss outstanding invoices and Sparky's declining health. Dr. Hoffecker advised the Board that she recommended euthanasia for Sparky, as he struggled to thrive in his kennel environment. However, Mr. Bridgett did not want to euthanize Sparky until he could visit with him. Dr. Hoffecker stated that several attempts were made to allow Mr. Bridgett to see Sparky, but they always fell through.

15. The Board's investigation also included obtaining a joint written statement from two veterinary assistants at SVH, Tracy Caban ("Ms. Caban") and Elizabeth Raugh ("Ms. Raugh"). They stated that when Sparky first presented to SVH, he had trouble seeing, hearing, and walking, and during the time he was boarded, his balance declined. They recalled that Sparky would fall frequently when going in and out of his kennel and walking outside. Ms. Caban and Ms. Raugh further noted that, over time, Sparky

became less tolerant of handling and began biting staff members when they tried to help him walk. Because of this, kennel attendants stopped taking Sparky outside and instead allowed him to roam the center aisle of the kennel area.

16. Further, Ms. Caban and Ms. Raugh stated that Sparky was let out of his kennel three times a day, but he mostly opted to urinate and defecate in his outside kennel, which was cleaned daily. Although Sparky had a memory foam bed inside his kennel, Ms. Caban and Ms. Raugh reported that he preferred lying in his outside run.

17. After considering the evidence gathered during the investigation, the Board concluded that Dr. Hoffecker did not comply with its standards for boarding by a veterinarian and prepared deficient records.

18. COMAR 15.14.01.18 (Animal Boarding by a Veterinarian) provides that a veterinarian who operates an animal boarding business in connection with a veterinary hospital is responsible for:

- A. Caring for boarded animals;
- B. Training staff on the care of boarded animals;
- C. Instructing staff to report to the veterinarian on duty if a boarded animal is sick or injured; and
- D. Arranging for the veterinary care of any sick or injured boarded animal.

19. Dr. Hoffecker did not comply with these standards in connection with Sparky's care while Sparky was boarded at SVH. The photographs of Sparky taken by Ms. Van Hof after she picked the dog up show that that Sparky was in poor physical condition, with a severe injury to the area above his left eye. SVH has provided no documentation that Sparky was routinely monitored or checked on while boarded. The wound near Sparky's eye needed medical attention, which apparently was not given. If, as SVH claims, the wound was caused or exacerbated by Sparky bashing his head on the chain link fence, some action should have been taken to prevent further injury, such as use of an e-collar.

20. Dr. Hoffecker has indicated that her staff tried ordering a helmet for Sparky, but the website they used was not legitimate. If that was the case, there was no further effort on the part of Dr. Hoffecker or her staff to procure a helmet through another source or take other action to prevent further harm, including placing padding along the floor or side of the kennel or using an e-collar.

21. Interestingly, while Dr. Hoffecker admitted they never obtained a helmet for Sparky, the SVH records reflect that Mr. Bridgett was charged for one.

22. In addition, when Sparky was taken to SVH in March 2023, he had been prescribed an anti-inflammatory, Carprofen, to be given daily for seven days. There is no record that this medication was administered while Sparky was in SVH's care, nor is there documentation of a medical assessment to determine whether that pain medication should have been continued.

23. To the extent Dr. Hoffecker provided veterinary care to Sparky, the records she prepared were inadequate. COMAR 15.14.01.10A (Record Keeping) requires, for a companion pet 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. Other required elements include documentation of the animal's physical condition at the beginning of custody.

24. In their written statements to the Board, Dr. Hoffecker and the two SVH veterinary assistants referred to numerous conversations with Mr. Bridgett regarding Sparky's poor health and their recommendation that the dog be euthanized. However, none of these conversations are reflected in the medical record.

25. Sparky's medical record consists of a single page of handwritten notes, which were later transcribed, with three brief entries from the time Sparky was boarded at SVH. There is no documentation of a complete physical examination at any time, no record of important information such as weight, temperature, pulse, or respiration, no assessment of the eye injury or recommended treatment, nor do the records mention the pain medication prescribed by the veterinarian who examined Sparky at BHS.

26. Moreover, the records contain no medical information or examination findings on which the recommendation for euthanasia was based.

Taking the facts and circumstances into consideration, including the nature of the violation(s); the veterinarian's disciplinary history, and her acceptance of responsibility and good faith cooperation in resolving 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 ORDERED by the State Board of Veterinary Medical Examiners, that:

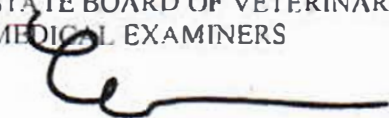
- (a) For not satisfying COMAR 15.14.01.18 (Animal Boarding by a Veterinarian) while Sparky, a 12-year-old mixed dog owned by Charles Bridgett, was boarded at Shawsville Veterinary Hospital & Pet Care Center ("SVH"), by not monitoring and caring for Sparky appropriately, including neglecting the open wound above his eye and not taking measures to prevent further injury, and not administering or seeking a veterinary opinion regarding the administration of pain medication, Dr. Hoffecker is assessed a civil penalty of \$600;
- (b) For not satisfying COMAR 15.14.01.10A (Record Keeping) by not preparing an adequate record of any physical examinations of Sparky, a 12-year-old mixed dog owned by Charles Bridgett, assessments of Sparky's condition, treatment recommendations, and client communications, including discussions with the owner about Sparky's declining quality of life and recommendations for euthanasia, Dr. Hoffecker is assessed a civil penalty of \$300;
- (c) Dr. Hoffecker shall pay the total civil penalty (\$900) within sixty (60) days from the date of this Consent Agreement by check payable to the Maryland Department of Agriculture ("MDA") with the notation "SBVME – 24-14" sent to the MDA at 50 Harry S. Truman Parkway, Room 102, Annapolis, MD 21401 – Attn: Nathaniel Boan;
- (d) As an additional requirement of this Consent Agreement, Dr. Hoffecker shall complete six hours of continuing education ("CE"), consisting of the Legal Requirements of Medical Records course found at drip.vet, or an equivalent course pre-approved by the Board. To obtain pre-approval, Dr. Hoffecker must submit the CE proposed to satisfy this agreement to the Board before completion by emailing

Nathaniel Boan, Executive Director, at Nathaniel.boan@maryland.gov with descriptive information about each course proposed to be taken. Descriptive information may be provided through a link to each course or by attaching a syllabus to the email;

- (e) The CE shall be completed, and verification of completion provided to the Board within sixty (60) days from the date of this Order, with verification sent by email to Nathaniel Boan, Executive Director, at nathaniel.boan@maryland.gov. Proof from the CE provider shall include the veterinarian's name, the number of hours of CE completed, the topics covered, and the date(s) the CE was given. This CE may not be counted toward the 18 credit hours required annually for re-registration of the veterinary license; and
- (f) This Consent Agreement is a public document.

WITNESS the hand of the State Board of Veterinary Medical Examiners, State of Maryland, this 8th day of February 2024.

STATE BOARD OF VETERINARY
MEDICAL EXAMINERS



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

CONSENT

I, Margaret Hoffecker, DVM, 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 to issue and enforce this Consent Agreement. To resolve this matter, I agree to accept and submit to the foregoing Consent Agreement, consisting of nine (9) pages, including this Consent. I sign this Consent Agreement without reservation as my voluntary act and deed after having had an opportunity to consult with counsel. I acknowledge that I fully understand and comprehend the language, meaning, and terms of this Consent Agreement.

Date:

2/8/24


Margaret Hoffecker, DVM