

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

IN THE MATTER OF:

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ELIAS WOODOFF-LEITH, DVM
LICENSE NO. V-09031

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DOCKET NO. 24-21

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CONSENT AGREEMENT AND ORDER

This Consent Agreement and Order (“Consent Agreement”), dated this 4th day of October, 2024, is between the State Board of Veterinary Medical Examiners (“SBVME” or “Board”) and Elias Woodoff-Leith, DVM (“Dr. Woodoff-Leith”), License No. V-09031. This Consent Agreement resolves a case arising from a complaint filed with the SBVME on April 28, 2023, assigned Docket No. 24-21, alleging that Dr. Woodoff-Leith 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 July 8, 2024, Dr. Woodoff-Leith, having been advised in writing regarding his due process rights and while represented by legal counsel, agreed to resolve this case under the terms and conditions reflected in this Consent Agreement. By signing this Consent Agreement, Dr. Woodoff-Leith agrees to waive his right to formal proceedings in this case, including the issuance of charges and a hearing. He 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 under 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, Elias Woodoff-Leith, DVM, License Number V-09031, 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 he did not satisfy COMAR 15.14.01.07 (Professional Judgment and Practice) as described below:

1. Dr. Woodoff-Leith is a veterinarian licensed to practice in Maryland since 2023. He has no prior disciplinary history with the Board.
2. At the time of the events described herein, Dr. Woodoff-Leith was practicing at Pet + ER-Cockeysville ("Pet + ER") (License No. 03-00611), located at 10626 York Rd, Cockeysville, MD 21030.
3. This case involves care and treatment provided to Ringo, a 3-year-old neutered Maltese mix owned by Olivia Mulhern ("Ms. Mulhern").

4. On August 23, 2023, Ms. Mulhern took Ringo to Banfield Pet Hospital-Towson (“BPH”) (License No. 03-097) because Ringo had ingested carpet. Kierstin Washington, DVM (“Dr. Washington”) (License No. V-08346) performed a physical examination and recommended abdominal radiographs.
5. Ringo’s radiographs showed a mild to moderate amount of granular soft tissue opaque material in his stomach. Dr. Washington recommended intravenous fluids (“IVF”) and hospitalization. Ms. Mulhern approved.
6. During his hospitalization, Ringo mistakenly received more fluids than prescribed. Dr. Washington administered an injection of furosemide and rechecked Ringo’s radiographs. Dr. Washington recommended transferring Ringo to Pet + ER-Cockeysville (“Pet + ER”) (License No. 03-00611) to monitor for fluid overload.
7. Subsequently, on the evening of August 23, 2023, Ms. Mulhern took Ringo to Pet + ER. Sarah Miller, DVM (“Dr. Miller”) (License No. V-08586) was his attending veterinarian. Dr. Miller did not see evidence of fluid overload during Ringo’s physical exam but recommended 24 hours of hospitalization to monitor Ringo for signs of fluid overload. Ms. Mulhern agreed to the treatment plan.
8. Ringo’s overnight care was transferred to Jenny Szymanski, DMV (“Dr. Szymanski”) (License No. V-08519). According to Pet + ER’s medical records, Ringo was quiet, alert, and responsive (“QAR”) without vomiting or diarrhea. Ringo’s respiratory rate and effort remained normal.
9. On August 24, 2023, Ringo’s daytime care was transferred to Dr. Woodoff-Leith, who examined Ringo and found no signs of fluid overload. Ringo was bright, alert, and responsive

(“BAR”), with a normal respiratory effort. At 10:00 a.m., abdominal radiographs were taken and showed that Ringo’s stomach contained foreign material.

10. Dr. Woodoff-Leith recommended an exploratory surgery to be performed at Pet + ER or Chesapeake Veterinary Surgical Specialist (“CVSS”) (License No. 03-00608). Due to cost, Ms. Mulhern elected to have Ringo’s surgery performed at Pet + ER. Ms. Mulhern recalls asking Dr. Woodoff-Leith about surgical outcomes, statistics, and possible complications. Dr. Woodoff-Leith answered her questions, although his medical records, as documented, differ from Ms. Mulhern’s recollection.

11. Dr. Woodoff-Leith performed a gastrotomy and two enterotomies on Ringo, removing carpet material, which he characterized as very extensive. Pet + ER’s medical records do not reflect any anesthetic complications. Ringo started on a fentanyl constant rate infusion (“CRI”). His overnight care was transferred to Dr. Szymanski.

12. During her shift, Dr. Szymanski noted that Ringo was nauseous, and his incision had mild bruising. She started Ringo on a metoclopramide CRI for nausea. Dr. Szymanski noted that Ringo appeared more comfortable, but he began to regurgitate again. She then weaned Ringo off his fentanyl CRI. At 6:00 a.m., Ringo regurgitated again, and his fentanyl CRI was discontinued.

13. On August 25, 2023, at 6:45 a.m., Dr. Szymanski called Ms. Mulhern to inform her of Ringo’s regurgitation. Dr. Szymanski recommended placing a nasogastric (“NG”) tube to remove gastric fluid buildup and help Ringo with enteral nutrition.

14. Ringo’s daytime care was transferred back to Dr. Woodoff-Leith, who conducted a physical examination, which was mainly within normal limits; however, Ringo was still nauseous, not eating, and regurgitating small amounts. Ringo also had mild bruising around his incision. At 9:00 a.m., Dr. Woodoff-Leith placed an NG tube and removed 63 milliliters (“mls”) of fluid from

Ringo's stomach. Dr. Woodoff-Leith called Ms. Mulhern and told her that regurgitation and ileus after a major gastrointestinal ("GI") surgery are not uncommon, especially considering the large amount of foreign material removed from Ringo's stomach.

15. At 2:00 p.m., Ringo still appeared nauseous, and another 60 mls was removed from his NG tube. Dr. Woodoff-Leith started Ringo on a second antiemetic, ondansetron (2 mg/mL) at 0.5mg/kg IV q12h and continued his Cerenia and metoclopramide CRI. Dr. Woodoff-Leith decreased Ringo's ketamine CRI because he seemed comfortable on abdominal palpation.

16. At 5:00 p.m., Dr. Woodoff-Leith reassessed Ringo and found that his incision was uncomfortable when touched. Ringo was started on gabapentin. Shortly after, Dr. Woodoff-Leith called Ms. Mulhern and recommended that Ringo continue his hospitalization overnight because of his regurgitation. Ms. Mulhern agreed to the treatment plan.

17. Ringo's overnight care was supervised by Kelly Davis, DVM ("Dr. Davis") (License No. 7341). She noted that Ringo was QAR, tense, and painful in the abdomen, and his incision was red and bruised. At 8:00 p.m., Ringo began to receive codeine for pain. At 11:00 p.m., Dr. Davis spoke with Ms. Mulhern and her partner, Daniel Buzminsky ("Mr. Buzminsky"). Dr. Davis stated that Ms. Mulhern wanted to take Ringo home, but Dr. Davis did not recommend it because Ringo was not eating and still had signs of nausea and pain. Dr. Davis told Ms. Mulhern that Ringo would likely need another 24-36 hours of care. Due to finances, Ms. Mulhern declined further hospitalization beyond her initial estimate. Dr. Davis told Ms. Mulhern that the current estimate would cover Ringo's hospitalization until 7 p.m. the following day.

18. Ringo did not regurgitate during the night. At approximately 2 a.m., Ringo's enteral feeding was started. However, at 6:00 a.m., 90 mls of fluid was removed from Ringo's NG tube. At 8:00 a.m., Ringo regurgitated again.

19. During the day on August 26, 2023, Dr. Woodoff-Leith was Ringo's attending veterinarian. Ringo was noted to be QAR, euhydrated, and his abdomen was slightly tense and painful. According to Pet + ER's medical records, Ringo's incision was intact but "severely swollen," red and bruised. Dr. Woodoff-Leith elected to give Ringo an injection of Convenia because it was cheaper than two doses of intravenous Unasyn. In his statement to the Board, Dr. Woodoff-Leith offered the additional rationale that "any oral medications wouldn't be absorbed due to Ringo's regurgitation and/or cause further gastrointestinal upset."

20. At 9:00 a.m., Dr. Woodoff-Leith spoke with Ms. Mulhern by telephone. Ms. Mulhern expressed concerns about the cost of continued hospital care for Ringo. At 10:00 a.m., additional fluid was removed from Ringo's NG Tube. Dr. Woodoff-Leith increased Ringo's metoclopramide CRI from 2mg/kg/day to 6mg/kg/day in an attempt to resolve the ileus before Ringo's discharge that evening.

21. That afternoon, Ms. Mulhern visited with Ringo. According to Pet + ER's medical records, Ms. Mulhern was concerned about Ringo's incision. Dr. Woodoff-Leith told her it looked red and darker that morning, which was concerning for a suture reaction or skin infection. Dr. Woodoff-Leith advised Ms. Mulhern to keep an eye on it and recheck with her primary care veterinarian as soon as she was able. Ms. Mulhern asked Dr. Woodoff-Leith if it was safe for Ringo to go home. He told her he would keep Ringo another day in an ideal world. Ms. Mulhern declined additional hospitalization, as recommended, and Dr. Woodoff-Leith understood Ms. Mulhern's financial concerns about Ringo's continued hospitalization. Ringo was discharged from Pet + ER at 5:30 p.m.

22. According to Ms. Mulhern, when they returned home, Ringo drank water but had no interest in food. Ringo continued to persistently regurgitate throughout the night after drinking water and taking his medications.

23. On August 27, 2023, Ms. Mulhern took Ringo back to Pet + ER, where he was evaluated by Megan Harbison, DVM (“Dr. Harbison”) (V-08863). According to Pet + ER’s medical records, Dr. Harbison was concerned that Ringo’s incision was swollen and bruised, with gapping of the skin layer at the cranial aspect. Dr. Harbison performed an aFAST scan and saw a small amount of free fluid. A fluid sample was obtained for in-house cytology. Dr. Harbison saw mainly red blood cells and degenerate neutrophils but no bacteria.

24. Dr. Harbison suspected that Ringo could have severe ileus, pancreatitis, or peritonitis, but she did not rule out sepsis. Dr. Harbison and Ms. Mulhern discussed taking Ringo back into surgery for another exploratory. However, due to several factors, including the risks of an additional surgery and a guarded prognosis, Ms. Mulhern elected to euthanize Ringo. Dr. Harbison performed the procedure.

25. On October 11, 2023, Ms. Mulhern submitted a complaint to the SBVME against Dr. Woodoff-Leith and the staff at Pet + ER. Among other things, she complained that antibiotics were not administered to Ringo before, during, and after his surgery.

26. The Board opened a case and investigated. As part of the investigation, Dr. Woodoff-Leith submitted a response through his legal counsel detailing his care/treatment and addressing Ms. Mulhern’s allegations concerning Ringo’s regurgitation. He noted that with the extent of foreign material in Ringo’s GI tract, regurgitation was not a sign that the surgery was unsuccessful or that Ringo was not recovering adequately. Dr. Woodoff-Leith stated that the appropriate measures

were taken during Ringo's treatment, including administering additional antiemetics and prokinetics, placing an NG tube, and discontinuing his opioids.

27. Dr. Woodoff-Leith also offered his perspective about whether antibiotics were warranted. He stated that he did not believe antibiotics before surgery were indicated because Ringo had no signs of infection or gastrointestinal perforation. He stated that perioperative antibiotics were not administered due to difficulty stabilizing Ringo under anesthesia. Furthermore, Dr. Woodoff-Leith did not think antibiotics were warranted post-operatively because there were no signs of active infection or devitalized tissue. Once a surgical site infection was suspected, Dr. Woodoff-Leith immediately administered Convenia to Ringo.

28. Following its review, the Board determined that Dr. Woodoff-Leith did not satisfy the standard of care expected of a reasonable veterinarian in this state.

29. 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."

30. Dr. Woodoff-Leith did not satisfy the required standard when he conducted a clean contaminated surgery that involved opening the GI tract without administering perioperative antibiotics. Such surgeries carry higher risk of infection, which is why a prophylactic antibiotic is indicated.

31. The Board did not find that this medical error caused the patient's death. Ringo's death was associated with persistent regurgitation, which can occur after a GI surgery. Despite the unfortunate outcome, Ringo's persistent regurgitation appears to have been treated and managed appropriately by the Pet + ER staff.

Taking the facts and circumstances into consideration, including the nature of the violation(s); the veterinarian's lack of any prior disciplinary history; and his 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 15.14.01.07A (Professional Judgment and Practice) by not administering antibiotics during abdominal surgery, as required by the standard of care, Dr. Woodoff-Leith shall pay a civil penalty of \$1000;
- (b) Dr. Woodoff-Leith shall pay the \$1000 civil penalty 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 – 24-21" sent to the MDA at 50 Harry S. Truman Parkway, Room 102, Annapolis, MD 21401 – Attn: Nathaniel Boan;
- (c) This Consent Agreement is a public order.

WITNESS the hand of the State Board of Veterinary Medical Examiners, State of Maryland, this 4th day of October, 2024.

STATE BOARD OF VETERINARY
MEDICAL EXAMINERS



Christine Calvert, DVM
President
State Board of Veterinary Medical Examiners
Maryland Department of Agriculture

CONSENT

I, Elias Woodoff-Leith, 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 ten (10) 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 fully understand and comprehend this Consent Agreement's language, meaning, and terms.

Date: 10/4/2024



Elias Woodoff-Leith, DVM