

**State of New Hampshire  
Board of Medicine  
Concord, New Hampshire 03301**

In the Matter of:  
**Stephen A. Goldberg, MD**  
**No.: 14622**  
(Misconduct Allegations)

**SETTLEMENT AGREEMENT**

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of medicine, the New Hampshire Board of Medicine (“Board”) and Stephen A. Goldberg, MD (“Dr. Goldberg” or “Respondent”), a physician licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 329:17, I; RSA 329:18; RSA 329:18-a; and Medical Administrative Rule (“Med”) 206 and 210, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by physicians. Pursuant to RSA 329:18-a, III, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice medicine in the State of New Hampshire on October 7, 2009. Respondent holds license number 14622. Respondent practices internal medicine in Littleton, New Hampshire.
3. On July 23, 2014, the Board received information alleging that Respondent had been negligent in the care of a patient, which resulted in the patient’s death.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's alleged negligent treatment of the patient.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would present evidence to seek to prove that Respondent engaged in professional misconduct, in violation of RSA 329:17, VI, by the following facts:
  - A. Patient was brought to the Littleton Hospital after experiencing a grand mal seizure on August 4, 2011. Patient had a history of alcohol withdrawal seizures and had stopped drinking one and a half days prior to the seizure.
  - B. While the patient was in the emergency department, the treating physician ordered appropriate laboratory tests and a CT scan of the head. Respondent evaluated the patient in the emergency department and admitted him to the intensive care unit ("ICU") on the CIWA alcohol withdrawal protocol. Respondent's documentation of the patient's initial evaluation was very brief and did not include the patient's vital signs or the neurological exam.
  - C. On his way to the ICU, the patient was taken to Radiology for the CT scan, but the patient was too uncooperative to have the study done. The fact that the CT scan was not done was communicated to Respondent and Respondent decided not to do the CT scan of the head, as the patient had previously been admitted with seizures due to alcohol withdrawal, and there was no evidence on physical examination of head trauma, and no neurologic changes documented by the emergency physician.

- D. That night it was documented that the patient was lethargic and withdrawn. The next morning it was noted that the patient was more responsive, was answering questions and was following commands.
- E. Later on August 5, 2011, the patient became increasingly agitated and confused. At 9:30 p.m. it was documented that the patient was “highly anxious, and “Requesting a knife, constant thrashing.” The patient was also noted to be sweating profusely. The patient had to be put in four-point restraints and was treated with high doses of lorazepam.
- F. With continued doses of lorazepam, the patient’s CIWA score was down to 13 by 1:00 a.m. on August 6. By 2:00 a.m. it was documented that the patient was sluggishly responsive to stimuli, was having episodes of bradycardia, and had new peak T-waves on his EKG. At 4:00 a.m. it was documented that the patient was unresponsive to any stimulation and was experiencing shallow to deep irregular respirations. At 4:30 a.m. it was noted that the patient’s airway had become partially obstructed by his tongue. The patient was bagged by respiratory and a small airway was placed.
- G. It was documented that at 7:00 am on August 6 Respondent was first made aware of the patient’s unresponsiveness. Respondent’s notes do not document any comment on the patient’s severe agitation, the need for four-point restraints or the patient’s unresponsiveness.

- H. At 9:30 a.m., the patient's oxygen saturation dropped to 80%. Respondent ordered the patient be given multiple doses of flumazenil to reverse the effects of the lorazepam, and had the patient intubated.
  - I. Over the next nine hours, the patient continued to deteriorate. Respondent ordered the patient receive pressor agents to treat his significant hypotension and more flumazenil was given with no response.
  - J. At 6:25 p.m. on August 6, a head CT scan was done which showed a large subdural hematoma, hemorrhage into the fourth ventricle, and herniation of the tonsils into the foramen magnum. Respondent consulted with neurology and arranged to have the patient transferred to another facility where it was determined that surgical intervention would not result in meaningful improvement and the patient expired.
6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 329:17, VI (c) and (d).
7. Respondent consents to the Board imposing the following discipline, pursuant to RSA 329:17, VII:
- A. Respondent is REPRIMANDED.
  - B. Respondent is required to meaningfully participate in 15 hours of continuing medical education in the area of medical record keeping and the two-day course titled "Neurological Emergencies." directed by the Center for Neurologic Emergencies at Massachusetts General Hospital (which as of the

time of the signing of this settlement agreement Dr. Goldberg has already attended on October 23 and 24, 2015). These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within six (6) months from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion.

- C. Respondent is assessed an ADMINISTRATIVE FINE in the amount of \$1,000. Respondent shall pay this fine in full within thirty (30) days of the effective date of this *Settlement Agreement*, as defined further below, by delivering a money order or bank check, made payable to “Treasurer, State of New Hampshire,” to the Board’s office at 121 South Fruit Street, Concord, New Hampshire.
- D. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as a physician or work which requires a medical degree and/or medical license or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials physicians, with which Respondent is presently affiliated.
- E. For a continuing period of one (1) year from the effective date of this agreement, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as a physician or for

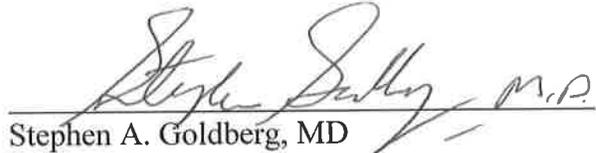
work in any capacity which requires a medical degree and/or medical license or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials physicians, to which Respondent may apply for any such professional privileges or recognition.

8. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 329:17, VI (d), and a separate and sufficient basis for further disciplinary action by the Board.
9. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
10. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
11. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
12. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.

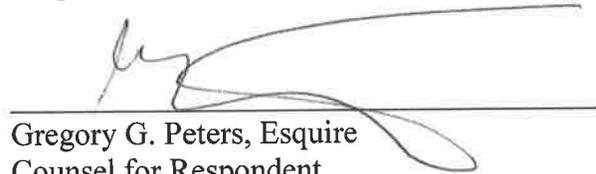
13. Respondent understands that his action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
14. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this agreement.
15. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced his right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
16. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
17. Respondent certifies that he has read this document titled *Settlement Agreement*. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, he waives these rights as they pertain to the misconduct described herein.
18. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

**FOR RESPONDENT**

Date: 12-23-15

  
Stephen A. Goldberg, MD  
Respondent

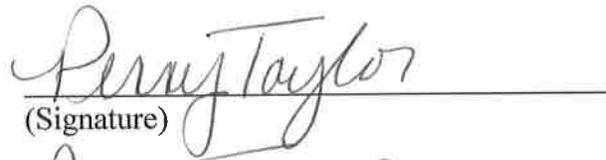
Date: 12/23/15

  
Gregory G. Peters, Esquire  
Counsel for Respondent

**FOR THE BOARD/\***

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 1/12/2016

  
(Signature)  
PENNY TAYLOR  
(Print or Type Name)  
Authorized Representative of the  
New Hampshire Board of Medicine

/\*Board members, recused:  
Louis Rosenthal, MD  
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