

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

In the Matter of:  
Jerome Sturm, M.D.  
No.: 7662  
(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 Jerome Sturm, M.D. ("Dr. Sturm" 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 July 8, 1987. Respondent holds license number 7662. At all times pertinent hereto, Respondent practiced gynecology in New Hampshire. Respondent currently has a full-time position at a hospital in Florida and provides occasional weekend coverage in New Hampshire when he is not on-call in Florida.
3. On April 22, 2009 the LRGHealthcare Board of Trustees issued a letter of reprimand relating to Dr. Sturm's care of Patient 1 and Patient 2, which was reported to the

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Board of Medicine. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's patient care that led to the hospital's investigation.

4. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct, in violation of RSA 329:17, VI (c) (2008 version), by the following facts:

- A. Patient 1 was pregnant with twins when she was admitted to the emergency room at Franklin Regional Hospital at 19:49 on November 24, 2005 with bleeding. Patient 1 was approximately 27 weeks pregnant and had previously had another episode of bleeding. Her pregnancy was being managed by another Ob/Gyn group practice which she had notified of a prior episode of bleeding on November 23, 2005 for which bedrest was advised.
- B. Once hospitalized at Franklin Regional Hospital she was transferred to Labor and Delivery where a nurse started tocometry and fetal heart rate monitoring. Respondent was paged and consulted with the nurse. He requested continuous monitoring, hourly updates, and to be notified if there were any contractions/pain, or concerns on the fetal heart rate tracing, and to be notified if the patient's bleeding increased. Patient 1's bleeding remained consistent. Respondent came to the hospital and evaluated Patient 1 at 00:02. Respondent arranged for her transfer to New England Medical Center where she was admitted for observation overnight and then discharged back to her regular Ob/Gyn in Concord for the duration of her prenatal care.

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- C. Despite Patient 1's presentation Respondent failed to personally examine Patient 1 until she had been hospitalized for 5.5 hours. The hospital reprimanded Respondent based on his delay in examining Patient 1.
  - D. Respondent performed surgery on Patient 2 on August 26, 2008. On post-op day one the patient became oliguric and Respondent was contacted. Respondent did not personally examine Patient 2 when she was still exhibiting low blood pressure and oliguria. Respondent appropriately requested a consultation from and transferred Patient 2's care to a hospitalist who had her admitted to the ICU for observation and care where she was diagnosed with post-operative acute renal failure which ultimately responded to treatment. Respondent's failure to personally evaluate Patient 2 in a timely manner was the basis for a reprimand by the hospital.
- 5. 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) (2008 version).
  - 6. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a physician in the State of New Hampshire.
  - 7. Respondent consents to the Board imposing the following discipline, pursuant to RSA 329:17, VII:
    - A. Respondent is REPRIMANDED.

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- B. Respondent shall meaningfully participate in a global assessment of his ability and skills as a physician conducted by the Center for Personalized Education for Physicians ("CPEP") in Aurora, Colorado. Respondent shall complete the assessment no later than January 31, 2013, unless CPEP has no availability to complete the assessment within that time period, in which case the assessment shall be completed as soon as the assessor's availability permits.
- C. Respondent shall furnish CPEP with a copy of this Settlement Agreement prior to his assessment.
- D. Respondent shall bear all costs of the global assessment and any evaluation, reporting, further education and/or other measures recommended by the global assessment. He shall at his own expense meaningfully participate in and satisfactorily complete, without interruption, such evaluation, reporting, further education and/or other measures as may be recommended to him by CPEP.
- E. Respondent shall sign any and all releases necessary for the Board to make inquiries relating to his participation in the global assessment and his compliance with any recommendations set forth in the global assessment.
- F. Respondent shall provide the Board with a copy of the global assessment and any other evaluations completed during the assessment within thirty (30) days of the completion of the global assessment.

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- G. Respondent shall provide the Board with documentation of his completion of any follow-up recommendations made in the global assessment within thirty (30) days of his completion of any recommended measures. In the absence of extenuating circumstances, Respondent shall begin any follow-up recommendations within thirty (30) days of receipt of the CPEP assessment. Extenuating circumstances that lead to a delay shall be explained, in writing, to the Board.
- H. 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 2 Industrial Park Drive, Suite 8, Concord, New Hampshire
- I. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
- J. Within thirty (30) 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

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affiliated.

- K. 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.

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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 a 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

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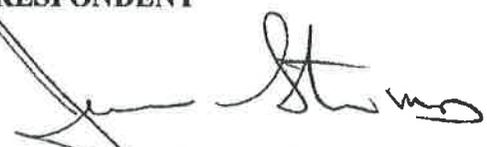
own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, he waives these rights as they pertain to the 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.

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**FOR RESPONDENT**

Date: 8/1/12

  
Jerome Sturm, M.D.  
Respondent

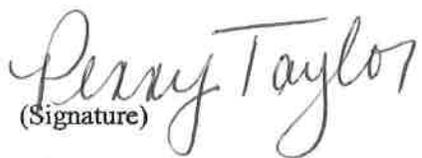
Date: 8/4/12

  
Jonathan Lax, Esq.  
Counsel for Respondent

**FOR THE BOARD/\***

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

Date: 9/4/2012

  
(Signature)

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

/\*  
Recused Board members:  
Robert P. Cervenka, MD  
Amy Feitelson, MD  
Nick Perencevich, MD