

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

In the Matter of:

Docket: 22-MED-014

Robyn Stewart, D.O.
Lic. #17240 – Physician

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 Robyn Stewart, D.O. ("Dr. Stewart" 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, the Board has jurisdiction to investigate and adjudicate this matter. Pursuant to RSA 329:18-a, III, the Board may, at any time, dispose of such allegations by settlement and without commencing a hearing.
2. The Board first granted Respondent a license to practice medicine in the State of New Hampshire on August 5, 2015. Respondent holds license number 17240. Respondent has no prior misconduct or disciplinary actions.
3. On May 13, 2020, OPLC received a notice of a medical malpractice complaint against the Respondent after complications arose from a procedure to remove a vaginal cyst while practicing at Women's Health Associates in Derry alleging failure to meet standard of care, not recognizing a situation potentially outside her scope of practice, and neglecting to create a differential diagnosis. Dr. Stewart timely responded to those allegations, and denied all allegations of medical malpractice raised in that Superior Court proceeding.

4. In response, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's conduct at Women's Health Associates.
5. Respondent acknowledges that if a disciplinary hearing were to take place, Hearing Counsel would present evidence of the following facts:
 - A. Respondent is a physician licensed in New Hampshire, specializing in family medicine with a focus on women's healthcare.
 - B. Respondent was engaged in practice on or about June 6, 2017, at Women's Health Associates located in Derry, NH. Respondent undertook to perform an incision and drainage ("I&D") on a patient Respondent had diagnosed with a vaginal cyst.
 - C. Respondent did not document a differential diagnosis at the original diagnostic visit on May 23, 2017.
 - D. During the I&D procedure, Respondent encountered fibrous tissue, and not the expected cyst. After identifying the fibrous tissue, Respondent made an elliptical incision, grasped the tissue with a Kelly clamp, and wedged it out. The depth of the incision was a 2nd degree. Respondent then sutured and packed the site.
 - E. Respondent did not document any differential diagnosis made at the time of the procedure.
 - F. Pathology reports indicated the presence of rectal tissue in the fibrous tissue Respondent removed and indicated a possible colovaginal fistula.
 - G. The patient was subsequently diagnosed with, and treated for, a rectovaginal fistula and required a temporary ileostomy.
6. The Respondent acknowledges that the forgoing facts could form a basis for the Board to impose discipline under RSA 329:17, VI.

7. 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).
8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 329:17:
 - A. Respondent shall be **REPRIMANDED** pursuant to RSA 329:17, VII(a).
 - B. Respondent is required to meaningfully participate in five (5) hours of **CONTINUING MEDICAL EDUCATION** pursuant to RSA 329:17, VII(e). These hours shall be in the areas of gynecologic procedures and anatomy and, if available, patient assessment, risk assessment, and patient consent. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within 180 days of the effective date of this agreement. Respondent shall provide written proof of completion to the Board and Hearing Counsel.
9. 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 that require a 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.
10. 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.
11. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the conduct alleged or involved in this matter. However, the Board may consider this conduct as evidence of a pattern of

conduct in the event that similar conduct 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 in any future matter.

12. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
13. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
14. 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 alleged or involved in this matter.
15. Respondent understands that her action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
16. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this agreement.
17. 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 her right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
18. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.


19. Respondent certifies that she has fully and completely read and understood this document titled *Settlement Agreement*.
20. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her 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*, she waives these rights as they pertain to the misconduct described herein.
21. 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.

SIGNATURES ON NEXT PAGE

FOR RESPONDENT

Date: _____

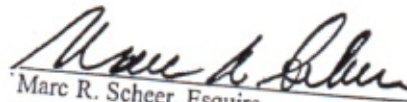
10/13/22



Robyn Stewart, D.O.
Respondent

*In Re: Robyn Stewart, D.O.
Settlement Agreement*

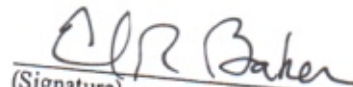
Date: October 13, 2022


Marc R. Scheer, Esquire
Counsel for Respondent

FOR THE BOARD

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

Date: 11/2/2022


(Signature)

Emily R Baker MD
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Medicine