

1
2 **BEFORE THE ARIZONA BOARD OF**
3 **HOMEOPATHIC MEDICAL EXAMINERS**
4

5
6 In the Matter of:
7 Jesse Stoff (MD(H),
8 Licensed Homeopathic Medical
9 Doctor No. 54

Case Nos.: 97-03, 98-04,
98-05, 99-03 and 99-05

**CONSENT AGREEMENT
AND ORDER**

10 In lieu of a formal hearing in the above-referenced matter, the Arizona State Board of
11 Homeopathic Medical Examiners ("Board" or "State") and Jesse Stoff, MD(H) ("Dr. Stoff" or
12 "Respondent"), hereby enter into this Consent Agreement and Order and stipulate to the following
13 Order. This Consent Agreement, Findings of Fact, Conclusions of Law and Order are a
14 compromise of a disputed matter between Dr. Stoff and the Board, and Dr. Stoff consents herein for
15 the purpose of terminating this dispute by agreement. Nothing contained herein, except where
16 expressly admitted by Dr. Stoff, constitutes an admission by Dr. Stoff.

17 **STIPULATED FINDINGS OF FACT AND CONCLUSIONS OF LAW**

- 18 1. The Board has jurisdiction over holders of homeopathic medical licenses within the State of
19 Arizona, pursuant to A.R.S. § 32-2901, et. seq.
- 20 2. The Board has the power to enforce the provisions of state law and regulation relating to the
21 practice of homeopathic medicine.
- 22 3. Dr. Stoff is a licensed Homeopathic Medical Doctor, holder of license No. 54.
- 23 4. On or about September 4, 1996, the Board received complaint number 97-03 from patient
24 L.M. which was a copy of the Complaint she filed in Pima County Superior Court Case No.
25 C315291 alleging that she received treatment at Solstice, a facility allegedly owned and operated by
26 Dr. Stoff. L.M. also alleged in her Complaint that Dr. Stoff, as Medical Director of the solstice
27 failed to: a.) ensure his staff provided and obtained informed consent for experimental therapies, b.)

1 adequately supervise personnel, c.) properly maintain medical records, and d.) provide competent
2 and appropriate evaluation, diagnoses and treatment. After investigating the matter, the Board
3 agrees and finds the allegations are supported with the exception that Dr. Stoff's deficiencies result
4 from his lack of supervision over staff members, rather than with his personal failure to care directly
5 for L.M. The Board also found that Dr. Stoff failed to promptly and fully respond to the Board
6 inquiry. Accordingly the Board asserts that the Respondent has violated A.R.S. § 32-2933 (19),
7 (20), (27), (34) and (38).

8
9 5. Dr. Stoff asserts that L.M.'s treatment was provided by Lance J. Morris, a person licensed
10 by the Arizona Naturopathic Physicians Board of Medical Examiners, Dr. Morris was not employed
11 by Dr. Stoff, and by statute, A.R.S. § 32-1501, was fully authorized to provide naturopathic medical
12 care, unsupervised, to L.M. There is no requirement in the statute pertaining to the Arizona Board
13 of Homeopathic Medical Examiners, A.R.S. § 32-2901, et seq., or elsewhere, that obligated Dr.
14 Stoff to supervise Dr. Morris or personnel assisting Dr. Morris. Dr. Stoff, therefore, asserts that
15 there was no violation of any statute by him in connection with matters related to L.M.

16 6. The Board received a complaint No. 98-04 from E.K. alleging that Dr. Stoff ordered
17 extensive blood tests and prescribed an extensive list of costly prescriptions without sufficient
18 medical justification or an adequate explanation to the patient. After investigating the matter, the
19 Board asserts that the allegations are supported, the patient's consent did not provide sufficient
20 notice, the medical justification for the prescriptions and testing were not adequate and that Dr.
21 Stoff violated A.R.S. § 32-2933(33).

22 7. Dr. Stoff asserts that every blood test ordered was overwhelmingly medically justified, the
23 cost of medications prescribed was miniscule and that the reasons for tests ordered and medications
24 prescribed were adequately explained to the patient.

25 The total cost of medications prescribed was approximately Fifty-five (\$55) Dollars.

26 This was a 63-year-old woman with histories and complaints of Alzheimer's dementia,
27

1 osteoporosis, blood clot, mitrovalve prolapse and PVC's. She had thrombophlebitis behind her left
2 knee, osteoporosis which had led to hip fracture, an extensive family history of colon cancer, and
3 she herself had undergone a hemicolectomy. She had a significant history of having seen many
4 other physicians without obtaining relief. Dr. Stoff asserts that a fatty acid body profile was ordered
5 because of her current problem of phlebitis, a pyrilinks was ordered because of her osteoporosis as a
6 measure of her bone breakdown, a CA 199 test and a NK cell function test were ordered because of
7 her family and personal history of colon cancer, a CBC was ordered for a variety of problems,
8 including an assessment of her immune system and anemia. A thyroid panel was ordered because
9 of the relationship between hyperthyroidism and osteoporosis. A magnesium level was ordered
10 because of her premature ventricular contractions. A CEA level was ordered because of her
11 personal history of cancer, an ionized calcium test was ordered to assess her calcium metabolism
12 because of her osteoporosis. A testosterone level was ordered because of the correlation between
13 low free testosterone and osteoporosis. A chemistry panel was ordered to assess her cholesterol and
14 triglycerides attributable to her current history of heart problems. An amino acid level was ordered
15 because of how poorly she was digesting and absorbing critical nutrients, which may relate to her
16 condition of osteoporosis. An essential fatty acid panel was ordered relative to both her phlebitis
17 and colon cancer.

21 Dr. Stoff asserts that because of her history of seeing so many prior physicians without
22 obtaining relief and because of such an extensive history of so many serious conditions, it would
23 have been malpractice for him not to have ordered these tests. The patient was also provided an
24 adequate explanation, i.e., the tests were necessary in order to assess her conditions so that
25 appropriate treatment could be provided to her. The patient was fully informed of the cost of these
26 tests. She signed a written statement which provided that the "total cost of these tests may range
27

1 between \$200 and \$2,000 or more." The patient also specifically acknowledged to the Board that
2 before blood was drawn she asked how much the tests would cost and was informed by a nurse that
3 it would probably be over \$1,000.

4
5 8. On or about February 18, 1998, the Board received a complaint No. 98-05 from G.G.
6 alleging that Dr. Stoff engaged in deceptive and unethical business practices, ordered expensive
7 testing without medical justification and failed to provide the patient with the results in a timely
8 fashion. In investigating the matter, the Board asserts that the allegations are supported and asserts
9 that Dr. Stoff violated A.R.S. § 32-2933 (20) and (33).

10
11 Dr. Stoff asserts that G.G. never alleged to the Board that Dr. Stoff engaged in a deceptive or
12 unethical business practice, and asserts that G.G. never alleged to the Board that Dr. Stoff ordered
13 expensive testing without medical justification.

14 G.G., in fact, simply alleged that he was not informed by anyone that Dr. Stoff was not a
15 Medicare provider and that he did not receive the results of lab tests ordered. G.G. never alleged to
16 the Board or to anyone that Dr. Stoff or anyone on his behalf ever represented in any fashion to
17 G.G. that Dr. Stoff was in fact a Medicare provider. And in fact, on November 3, 1997, a full two
18 weeks prior to G.G.'s first visit to Dr. Stoff's offices, G.G. signed the following informed consent:
19

20 I G.W.G. [written in his own handwriting] seek the medical and health
21 services of Dr. Jesse A. Stoff I understand that his medical practice
22 uses some diagnostic and treatment methods that . . . are not covered by
23 Medicare.

24 Dr. Stoff asserts that he provided the patient with the results of laboratory tests appropriately
25 and that any delay was attributable solely to the patient's failure to reschedule an appointment, in
26 spite of persistent reminders, and cancellation of appointments made. G.G. was sent a reminder
27 card on November 29, 1997 to call for an appointment; he was sent another reminder card on
December 8, 1997 to call for an appointment. He finally scheduled an appointment for January 12,

1 which he failed to keep. Following his failure to keep his appointment of January 12, 1998, he
2 transmitted his complaint to the Board dated February 10 and also canceled his appointment then
3 scheduled for February 23, 1998.

4
5 After transmitting his complaint and canceling his appointment of February 23, the patient
6 then indicated that he had withdrawn his complaint and rescheduled another appointment for March
7 16, 1998. He was seen and his laboratory test results were reviewed with him by Dr. Stoff. Dr.
8 Stoff asserts that he also provided all of this information to G.G.'s regular treating physician so that
9 his regular treating physician could provide follow up care consistent with Dr. Stoff's evaluation
10 and recommendations. The tests ordered were more than medically justified. At the time that Dr.
11 Stoff saw him G.G. was only 48-years-old but totally disabled and on disability with current
12 diagnoses, per him, of Epstein-Barr virus, chronic fatigue syndrome, thyroiditis, allergic rhinitis,
13 hypertension, atrial fibrillation. He had numerous symptoms and complaints that are chronicled in
14 the chart ranging from chronic pain; fatigue; trouble with memory, digestive complaints; weakness,
15 etc., etc., etc. He had been seen by numerous other physicians prior to seeing Dr. Stoff and had not
16 been in a treatment program that was helpful or effective. Laboratory studies included a urine
17 organic acid which revealed numerous abnormalities with respect to how he metabolized a variety
18 of trace minerals, B vitamins and amino acids. His IgA subclasses and natural killer cell function
19 were read as normal. His IgE was considerably abnormal demonstrating a IgE mediated pathway
20 for his allergy problems which is significant with respect to how one begins such treatment. His T
21 lymphocyte antigen proliferation mitogen analysis was abnormal demonstrating a decreased
22 response to Candida and PPD which goes along with an anergic situation. His CD71 was abnormal
23 demonstrating that he was absorbing undigested proteins and toxins into his blood stream from his
24 digestive tract, thus, indicating a leaky gut situation. IgG subclasses were normal. The Epstein-
25
26
27

1 Barr virus tests were abnormal showing a chronic active Epstein-Barr virus infection. Candida
2 antibodies were essentially undetected. This is secondary to his relative anergic condition as
3 demonstrated in the previous laboratory study. Testosterone level was running below the normal
4 range which often relates to adrenal fatigue and absorption especially in the face of a normal DHE
5 level, which he had. This is significant, obviously, for planning treatment strategies. His digoxin
6 level was on the very end of the normal range. Digoxin, of course, is critical to monitor in blood
7 tests on a periodic basis as toxic level or levels somewhat above the normal range can be lethal. T
8 and B cell subsets demonstrated several abnormalities, more with respect to ratios of one subset to
9 another than a quantitative deficiency. His T4:T8 ratio was on the very high end of the normal
10 range which is consistent with an up-regulated immune system which one may see with chronic
11 allergies or autoimmune problems. His CD45 were below the normal range. His lymphocyte count
12 was a little bit below the normal range, not significant, but the overall picture of his immune system
13 was one of mild dysfunction which is very important because this helps point the physician in the
14 direction of more metabolic viral problems than as a primary immune deficiency. His amino acid
15 tests were markedly abnormal demonstrating numerous deficiencies in amino acids. This is
16 important because, for example, isoleucine is a critical amino acid in the production of alpha-
17 interferon which is needed by the immune system to fight chronic infection. Trace minerals were
18 also performed and abnormal demonstrating an abnormal absorption and metabolism of these
19 materials. On further analysis of his chemistries, which was done because of the chronic illnesses
20 from which he suffers, the optimum range was compared to a "normal range" and in this accounting
21 several other abnormalities and potential areas of problems were uncovered including problems
22 with respect to thyroid function, immune function, etc. Thus, the vast majority of laboratory studies
23 that were done demonstrated numerous clinically significant abnormalities. Further, tests that did
24
25
26
27

1 not demonstrate an abnormality were important in helping to rule out other medical conditions. Dr.
2 Stoff asserts that in the practice of medicine it is often as important to rule out something as to rule
3 it in; thus each of the tests ordered were, in fact, medically necessary.
4

5 9. On or about September 24, 1998, the Board received complaint No. 99-03 from N.L.
6 alleging that he was treated at IntegraMed Clinic, a facility where Dr. Stoff serves as a physician
7 and Medical Director. N.L. alleges Dr. Stoff failed to: a.) ensure his staff provided and obtained
8 informed consents for experimental therapies, b.) adequately supervise personnel, c.) properly
9 maintain medical records, and d.) provide competent and appropriate evaluation, diagnoses and
10 treatment. After investigating the matter, the Board agrees and finds the allegations are supported
11 and asserts that Dr. Stoff failed to maintain and provide medical records to the Board upon request.
12 Accordingly the Board asserts that the Respondent has violated A.R.S. § 32-2933 (19), (20), and
13 (27).

14 Dr. Stoff asserts that the medical record patently and obviously reflects that no experimental
15 therapy was ever provided to this patient by anyone officing with Dr. Stoff. Therefore, it is patently
16 obvious that no informed consent was required. He further asserts that there is no factual basis
17 whatsoever for any suggestion that any personnel was inadequately supervised. There is no basis
18 for asserting that there was failure to maintain a medical record or that anyone provided
19 incompetent or inappropriate evaluation, diagnosis or treatment.

20 Dr. Stoff asserts that N.L. was seen once in his office and only by Registered Nurse
21 Practitioner, Bobbie Shepard. Nurse Shepard performed an evaluation and provided nutritional
22 infusion. Nutritional infusion is not experimental therapy. (The patient erroneously alleged that
23 Ms. Shepard provided chelation therapy. Ms. Shepard's notes meticulously reflect that while the
24 patient requested chelation therapy, the patient was told that chelation therapy could not be provided
25 until he scheduled an appointment with Dr. Stoff, which he never did.) Nurse Practitioner Shepard
26 was qualified to examine, diagnose and prescribe a course of nutritional therapy for the patient.
27 Rule R4-19-505 of the Rules and Regulations of the Arizona Board of Nursing provides that a

1 registered nurse practitioner may examine patients and provide medical diagnoses by client history,
2 physical exam, etc., may order, perform and interpret laboratory, radiographic and other diagnostic
3 tests and may identify, develop, implement and evaluate a plan of care. Dr. Stoff asserts that there
4 is no factual basis whatsoever for asserting that he did not adequately supervise personnel. Ms.
5 Shepard has worked with Dr. Stoff for approximately five years and every aspect of her patient care
6 has been reviewed, approved or disapproved by him at the clinic's Monday and Thursday patient
7 staffings. In addition, Dr. Stoff and Nurse Practitioner Shepard review her patient charts each and
8 every Wednesday for a period of one-and a-half hours. At the end of the day, they also routinely
9 review and discuss patients seen by her. Dr. Stoff and Ms. Shepard also routinely discuss patient
10 care as needed throughout the workday.

11
12 Dr. Stoff asserts that a review of Ms. Shepard's medical record for this patient demonstrates
13 that not only was it properly maintained and that it was above adequate in all respects. Dr. Stoff
14 asserts that a review of the medical record reflects that Registered Nurse Practitioner Shepard
15 provided competent and appropriate evaluation, diagnosis and treatment.

16 10. On or about November 27, 1998, the Board received complaint No. 99-05 from Dawn Marie
17 of I-Med Services, Inc. on behalf of her client, G.W. who had a pending disability claim with
18 AETNA Life Insurance Company. the complainant alleged Dr. Stoff failed to safeguard G.W.'s
19 medical records and to provide them on request in violation of A.R.S. § 32-3233(20). After
20 investigating the matter, the Board agrees and asserts Dr. Stoff violated the statute.

21 Dawn Marie, a customer representative of I-Med Services, wrote a complaint to the Board
22 stating that her company telefaxed a request for medical records to Dr. Stoff's office and that Dr.
23 Stoff reported the record missing. Ms. Marie's request was made November 5, 1998. Dr. Stoff
24 admits that the patient's record, as can happen in any medical office, was temporarily mislaid. The
25 record was located and was transmitted to Ms. Dawn Marie of I-Med on December 28, 1998, along
26 with Dr. Stoff's two-page letter regarding the patient's condition.
27

1
2 Medical Office Evaluation

3 11. Dr. Stoff asserts that following the commencement of the investigation of these matters in
4 1998 Dr. Stoff offered to submit to and pay for a comprehensive evaluation by a medical office
5 practice management consulting firm. In 1999, Wolfe Consulting Company, a medical office
6 practice management consulting company, evaluated Dr. Stoff's medical practice on two occasions.
7 On the first occasion, in the spring of 1999, his medical practice was evaluated over the course of
8 three days. In the fall of 1999, his medical practice was evaluated a second time for one-half day.
9 The total cost of these two evaluations was \$8,137.00. Following each visit to Dr. Stoff's offices,
10 Wolfe Consulting Company submitted a comprehensive written report to the Board. Dr. Stoff
11 asserts that neither report submitted by Wolfe Consulting suggested any existing deficiency
12 whatsoever in Dr. Stoff's medical practice which would warrant concern or disciplinary or other
13 action of any kind whatsoever.

14 During the course of the evaluations Dr. Stoff also received a one-on-one tutorial on the
15 SOAP method of medical recordkeeping.

16 **ORDER**

17 In stipulating to this Consent Agreement non-disciplinary Order, the Board considers its
18 obligations to fairly and consistently administer discipline, its burden to protect the public welfare
19 and safety by ensuring the Respondent's practice complies with the standards of practice of
20 Homeopathic medicine, as well as all aggravating and mitigating factors presented by the parties. In
21 lieu of further litigation the parties hereby stipulate that the respondent will undergo a two year
22 period of monitoring and rehabilitation and be subject to the following terms:

- 23 1. During this period, the Respondent shall not order experimental testing, medication
24 or treatment without first obtaining the patient's informed consent. In his informed
25 consent form Dr. Stoff must identify for the patient rationale for testing services,
26 treatment protocols, and costs associated therewith and otherwise comply with all
27 applicable state and federal laws and regulations. ("Experimental" means not
demonstrated through prevailing peer-reviewed medical literature to be safe and
effective for treating or diagnosing the condition or illness in question.)
2. In addition, Dr. Stoff must provide patients with informed consent forms as to cost

1 only for all other testing services and treatment protocols. The informed consent
2 forms must include a current cost list for the testing ordered by the Respondent and a
3 reasonable estimate of cost and duration of treatment protocols. Such informed
4 consent forms shall be reviewed and signed by the client.

- 5 3. The Respondent agrees to use a COD lab for all testing services. In the event that the
6 Respondent is unable to use the COD lab during the monitoring and rehabilitation
7 period, he will advise the Board, within ten days. Beginning October 15, 2000, and
8 continuing each month thereafter through the remaining term of his monitoring/
9 rehabilitation period, the Respondent shall submit to the Board copies of signed
10 informed consent forms for all of those patients he ordered testing services for in the
11 prior calendar month whose testing services exceeded \$750.00 in costs.
- 12 4. Before October 1, 2001, the Respondent shall obtain 50 hours of CME in records and
13 medical practice management, diagnoses, testing and treatment.
- 14 5. Ensure all files contain appropriate documentation and support for all testing and
15 treatment ordered in the S.O.A.P. format.
- 16 6. Ensure adequate supervision of all staff members providing treatment and care at his
17 facility.
- 18 7. Subject himself to random audits by the board or its designee.
- 19 8. Ensure all medical records are safeguarded and promptly provide them to appropriate
20 parties, including the Board, when requested.
- 21 9. The Respondent by entering into this agreement waives all right to review or
22 rehearing, including a judicial review action.
- 23 10. It is further agreed if the Respondent fails to comply with the terms of this Board
24 Order, the Board, in its discretion, may revoke, suspend, or otherwise discipline his
25 license after appropriate notice and hearing.
- 26 11. The parties agree that this Consent Agreement and Order only resolves the above-
27 captioned cases. Accordingly, the Board may independently investigate and issue
orders of discipline in any other case currently pending before the Board, including
Case No. 00-012, or any other case which may be filed subsequent to the approval
of this Agreement and Order.
12. Although the parties acknowledge that this action is a non-disciplinary action which
does not place restrictions on the Respondent's practice, Dr. Stoff consents to the
Board's reporting of the matter to the National Practitioner's Data Bank for its
consideration. Dr. Stoff disputes that the matter is the type of action subject to
mandatory reporting to the Data Bank or that the Data Bank has the authority to
report the action to its users.

1 DATED this 13th day of September, 2000.

2
3
4 Dr. Jesse Stoff (MD(H)), Respondent

5
6 Stephen W. Myers, Attorney for the Respondent

7
8 Christine Springer
9 Homeopathic Board of Medical Examiners

10 Copies of the foregoing sent Certified Mail and/or
11 personally delivered this 4th day of ~~September~~, 2000, to:
October

12 Jesse Stoff (MD(H))
13 c/o Stephen W. Myers
14 MYERS & JENKINS, P.C.
15 3003 N. Central Avenue, Suite 1900
16 Phoenix, AZ 85012
17 ()

18 Copy of the foregoing sent via interagency
19 mail this 4th day of ~~September~~, 2000, to:
October

20 Michelle L. Wood
21 Assistant Attorney General
22 1275 W. Washington - CIV/LES
23 Phoenix, Arizona 85007

24 Solicitor General's Office
25 1275 W. Washington-CIV/SGO
26 Phoenix, Arizona 85007

27 Christine Springer
Chris Springer, Executive Director