

NOV 15 2019

**FILED**

**BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**

**IN THE MATTER OF:**

**VINSON DISANTO, D.O.,  
License No. DO1593,**

**Respondent.**

**Case No. AD1909001**

**SETTLEMENT AGREEMENT AND ORDER**

The Nevada State Board of Osteopathic Medicine (the Board), by and through its investigating board member Ronald Hedger, D.O. (hereinafter "IBM") and its counsel Louis Ling, hereby enters into this settlement agreement with Vinson DiSanto, D.O. (License No. DO1593). Pursuant to chapter 233B and chapter 633 of the Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC), it is hereby stipulated and agreed, by and between the parties in the above-entitled matter, that this matter shall be fully and finally settled and resolved upon terms and conditions set out herein.

**PERTINENT FACTS**

1. At all times pertinent to this matter, Vinson DiSanto, D.O., was and is licensed by the Board to practice osteopathic medicine in Nevada (License No. DO1593). Dr. DiSanto is board certified in family medicine.

2. On October 2, 2019, the Medical Licensure Commission of Alabama (Alabama Board) entered a Final Order in an administrative disciplinary matter involving Dr. DiSanto (Case No. 19-140). The basis for the action by the Alabama Board was Dr. DiSanto's disciplinary action in Kentucky and the results of an assessment conducted by the Center for Personalized Education of Professionals (CPEP) as part of the Kentucky disciplinary action. CPEP had determined that Dr. DiSanto "demonstrated significant educational needs in medical knowledge, clinical judgement [sic], and documentation" that warranted remediation. Based upon the Kentucky disciplinary action and the CPEP assessment, the Alabama Board revoked Dr. DiSanto's license, ordered him to pay a \$1,000 fine, and ordered him to pay the administrative costs, fees, and expenses incurred by the Board. Additionally, the Alabama Board ordered that it would consider re-licensure for Dr. DiSanto after he successfully completed an ACGME-approved residency program and he applied for reinstatement of his license within the time allowed by Alabama law.

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1           3. The Board researched the Kentucky disciplinary action referenced in the October 2, 2019  
 2 Final Order by the Alabama Board, and the research showed that on March 19, 2019, the Kentucky  
 3 Board of Medical Licensure (Kentucky Board) issued an Emergency Order of Restriction (Case No.  
 4 1900). The Kentucky Board's Emergency Order was based upon a Stipulation and Order that Dr.  
 5 DiSanto had entered into with the Idaho State Board of Medicine (Idaho Board) on June 2, 2017, which  
 6 action by the Idaho Board involved Dr. DiSanto's prescribing of testosterone to Idaho patients via e-  
 7 mail and telephone without being licensed in Idaho so to do. Based upon learning of the Idaho Board's  
 8 Stipulation and Order, the Kentucky Board investigated Dr. DiSanto's activity in Kentucky, and the  
 9 Kentucky Board determined that just as he had in Idaho, in Kentucky, Dr. DiSanto had prescribed  
 10 testosterone for three patients in Kentucky without being licensed so to do in Kentucky.

11           4. The Board research the Idaho Board's Stipulation and Order that was the basis for the  
 12 Kentucky Board's disciplinary action, and the research showed that on June 2, 2017, the Idaho Board  
 13 entered a Stipulation and Order with Dr. DiSanto (Case No. BOM-2016-789). The Idaho Board's  
 14 Stipulation and Order found that Dr. DiSanto had prescribed controlled substances, namely  
 15 testosterone, to Idaho patients via e-mail from Dr. DiSanto's office in Florida and that Dr. DiSanto was  
 16 not licensed in Idaho to prescribe controlled substances for Idaho patients. The Idaho Board ordered  
 17 that Dr. DiSanto be publicly reprimanded, that he pay a fine of \$1,000.00, that he pay the investigative  
 18 costs and attorney's fees of \$1,425.00, that he not prescribe any controlled substances through  
 19 telehealth services to Idaho patients except as allowed by Idaho's Telehealth Access Act, and that if he  
 20 were to prescribe for Idaho patients, he would only use Idaho pharmacies to fill those prescriptions for  
 21 Idaho patients.

22           5 The Board researched actions taken by other state boards in states in which Dr. DiSanto is  
 23 licensed, and the research showed that: (1) on May 28, 2019, the Osteopathic Medical Board of  
 24 California filed an Accusation against Dr. DiSanto based upon the Kentucky Board's and Idaho Board's  
 25 disciplinary actions against Dr. DiSanto; (2) on June 12, 2019, the Ohio State Medical Board issued a  
 26 citation to Dr. DiSanto (Case No. 19-CRF-0084) based upon the Kentucky Board's disciplinary action;  
 27 and (3) that on July 16 2019, the Rhode Island Board of Medical Licensure and Discipline issued a  
 28 Summary Suspension of Physician License and Controlled Substance Registration based upon the

1 Kentucky Board's disciplinary action; (4) on October 25, 2019, the Colorado Department of Regulatory  
 2 Affairs issued a Summary or Emergency Suspension of License based upon Dr. DiSanto's prior  
 3 disciplinary action; and (5) on October 29, 2019, the Maryland Board of Physicians issued a Suspension  
 4 of License based upon the Kentucky Board's disciplinary action.

5 6. The IBM shares the same concerns regarding Dr. DiSanto's conduct that are established and  
 6 set out in the disciplinary actions by the Alabama, Kentucky, and Idaho Boards and the potential threat  
 7 to the Nevada public's health, safety, and welfare posed by Dr. DiSanto that impelled the discipline  
 8 imposed by the Alabama, Kentucky, and Idaho Boards.

9 **ACKNOWLEDGMENTS AND APPLICABLE LAW**

10 This Settlement Agreement and Order is made and based upon the following acknowledgments  
 11 by the parties:

12 1. Dr. DiSanto is aware of, understands, and has been advised of the effect of this Settlement  
 13 Agreement and Order, which he has carefully read and fully acknowledged. Dr. DiSanto was afforded  
 14 the opportunity to consult with legal counsel of his choice regarding this matter, and Dr. DiSanto chose  
 15 not to do so.

16 2. Dr. DiSanto has entered into the Settlement Agreement and Order, and he is aware of his  
 17 rights to contest the charges pending against him. Dr. DiSanto acknowledges that this Settlement  
 18 Agreement and Order is being entered into prior to and without a formal Complaint having been filed  
 19 by the Board, and he is voluntarily waiving his right to have the Board file a formal Complaint and all  
 20 of his rights that would flow therefrom. These rights include representation by an attorney at his own  
 21 expense, the right to a public hearing on any charges or allegations formally filed, the right to confront  
 22 and cross-examine witnesses called to testify against him, the right to present evidence on his own  
 23 behalf, the right to testify on his own behalf, the right to obtain any other type of formal judicial review  
 24 of this matter, and any other rights which may be accorded to him pursuant the provisions of Chapters  
 25 233B, 622, 622A, and 633 of the NRS and the NAC. Dr. DiSanto is waiving all these rights in  
 26 exchange for the Board's acceptance of this Settlement Agreement and Order.

27 3. Should the Settlement Agreement and Order be rejected by the Board, it is agreed that  
 28 presentation to and consideration by the Board of such proposed Settlement Agreement and Order or

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1 other documents or matters pertaining to the consideration of this Settlement Agreement and Order  
2 shall not unfairly or illegally prejudice the Board or any of its members from further participation,  
3 consideration, adjudication, or resolution of these proceedings and that no Board member shall be  
4 disqualified or challenged for bias.

5 4. Dr. DiSanto and the Board acknowledge that NRS 633.691 provides immunity for the Board,  
6 its employees, and its retained specialists from any potential action that might be brought by Dr.  
7 DiSanto and that for the purposes of NRS 633.691, Dr. DiSanto acknowledges that the Board, its  
8 employees, and its retained specialists have acted in good faith throughout the conduct of this matter.  
9 Dr. DiSanto and the Board further acknowledge that NRS 633.691 provides osteopathic physicians  
10 such as Dr. DiSanto with certain protections against administrative actions by the Board, which  
11 protections are inapplicable in this matter.

12 5. Dr. DiSanto acknowledges that the Settlement Agreement and Order shall only become  
13 effective after both the Board and he have duly executed it.

14 6. Dr. DiSanto enters into this Settlement Agreement and Order after being fully advised of his  
15 rights and as to the consequences of this Settlement Agreement and Order. This Settlement Agreement  
16 and Order embodies the entire agreement reached between the Board and Dr. DiSanto. It may not be  
17 altered, amended, or modified without the express consent of the parties.

18 7. In an effort to avoid the cost and uncertainty of a hearing, the parties have agreed to settle  
19 this matter. In settling this matter, Dr. DiSanto admits that the facts contained in the "Pertinent Facts"  
20 section constitute violations of Nevada Revised Statutes (NRS) 633.511(1)(a) (unprofessional conduct),  
21 NRS 633.511(1)(c) (suspension of license in another state), and NRS 633.131(1)(F)(2) (practice  
22 detrimental to the public health or safety). If the Board approves this Settlement Agreement and Order,  
23 it shall be deemed and considered disciplinary action by the Board against Dr. DiSanto.

24 8. Both parties acknowledge that it is in the best interests of each to resolve this matter without  
25 a full hearing on the merits because of the cost and risk involved for each party.

26 9. Both parties acknowledge that the Board has jurisdiction to consider and ratify this  
27 settlement agreement and order because Dr. DiSanto is an osteopathic physician licensed by the Board.  
28 Dr. DiSanto expressly, knowingly, and intentionally waives the 21-day notice requirement contained in

1 the Nevada Open Meeting Law and acknowledges that this settlement agreement and order may be  
2 presented to the Board for its consideration and potential ratification at the Board's meeting on  
3 November 12, 2019.

4 **STIPULATED ADJUDICATION**

5 Based upon the above acknowledgments of the parties and their mutual agreement, the parties  
6 stipulate and agree that the following terms of discipline should be imposed by the Board in this matter:

7 1. Dr. DiSanto shall pay the sum of \$615.00 as payment of the Board's actual costs for the  
8 investigation and prosecution of this matter and shall pay the sum of \$1,000.00 as a fine pursuant to  
9 NRS 633.651(1)(f). All sums shall be made by certified or cashier's check made payable to "Nevada  
10 State Board of Osteopathic Medicine."

11 2. Dr. DiSanto's license shall be suspended indefinitely commencing on the effective date of  
12 this Settlement Agreement and Order.

13 3. Dr. DiSanto may seek to have the suspension of his license lifted only after he provides  
14 written evidence satisfactory to the Board's staff that his license in Kentucky are active and in good  
15 standing. If Dr. DiSanto's licenses in states other than Kentucky are disciplined by those states such  
16 that they are not deemed active and in good standing, he may not seek to have the suspension of his  
17 license lifted until he proves that those licenses are also active and in good standing. Once Dr. DiSanto  
18 has provided such evidence, he shall appear before the Board at a regular meeting of the Board at which  
19 appearance the Board may or may not lift the suspension of Dr. DiSanto's license at the Board's  
20 discretion, and if the Board determines to life the suspension, the Board may impose such other terms  
21 and conditions as it deems necessary to assure that Dr. DiSanto's service to Nevada's patients is in the  
22 interests of those patients' health, safety, and welfare.

23 4. Dr. DiSanto shall meet with the Board or its representatives upon reasonable request and  
24 shall reasonably cooperate with such representatives in their supervision, monitoring, investigation, or  
25 auditing to assure compliance with the terms and conditions of this order.

26 5. Dr. DiSanto's failure to comply with any term or condition of this Settlement Agreement and  
27 Order may result in further discipline by the Board, up to and potentially including revocation of his  
28 license. The Board's staff may take any and all actions it deems necessary to collect any sums ordered

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1 that remain unpaid. If the Board's staff is required to pursue judicial action, it shall be entitled to  
2 recover its attorney's fees and costs incurred in pursuing such judicial action.

3 Signed this 14 day of November, 2019.

4 Respondent Vinson DiSanto, D.O. Nevada State Board of Osteopathic Medicine.

5  
6 By Vinson DiSanto  
7 Vinson DiSanto, D.O., Respondent

8 By Ronald Hedger, D.O.  
9 Investigating Board Member

10 Louis Ling, Esq.

11 By Louis Ling  
12 Board Counsel

13 **ORDER**

14 WHEREAS, on 14, 2019, the Nevada State Board of Osteopathic Medicine  
15 approved and adopted the terms and conditions set forth in the Settlement Agreement and Order with  
16 Vinson DiSanto, D.O. IT IS SO ORDERED.

17 SIGNED AND EFFECTIVE this 14 day of November, 2019.

18 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

19  
20 Paul Mansling  
21 Paul Mansling, D.O., Vice President and Presiding Officer

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2 IN THE MATTER OF:

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3 VINSON DISANTO, D.O.

NV STATE BOARD OF  
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4 License No. DO1593

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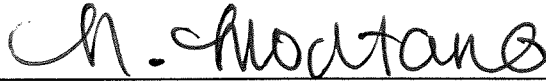
5 RESPONDENT.

**FILED**

6 **CERTIFICATE OF SERVICE**

7  
8 I hereby certify that on the 15th day of November, 2019, I served a copy of the ABOVE  
9 Notice with attachment upon the parties to this matter, via U.S. Postal Service, postage  
thereon prepaid, at their last known address on file with this Board.

10 Vinson DiSanto, D.O.

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13 \_\_\_\_\_  
14 An employee of the Nevada State Board of  
15 Osteopathic Medicine

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