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

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

5. The Board researched actions taken by other state boards in states in which Dr. DiSanto is licensed, and the research showed that: (1) on May 28, 2019, the Osteopathic Medical Board of California filed an Accusation against Dr. DiSanto based upon the Kentucky Board’s and Idaho Board’s disciplinary actions against Dr. DiSanto; (2) on June 12, 2019, the Ohio State Medical Board issued a citation to Dr. DiSanto (Case No. 19-CRF-0084) based upon the Kentucky Board’s disciplinary action; and (3) that on July 16 2019, the Rhode Island Board of Medical Licensure and Discipline issued a Summary Suspension of Physician License and Controlled Substance Registration based upon the
Kentucky Board’s disciplinary action; (4) on October 25, 2019, the Colorado Department of Regulatory Affairs issued a Summary or Emergency Suspension of License based upon Dr. DiSanto’s prior disciplinary action; and (5) on October 29, 2019, the Maryland Board of Physicians issued a Suspension of License based upon the Kentucky Board’s disciplinary action.

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

ACKNOWLEDGMENTS AND APPLICABLE LAW

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

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

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

3. Should the Settlement Agreement and Order be rejected by the Board, it is agreed that presentation to and consideration by the Board of such proposed Settlement Agreement and Order or
other documents or matters pertaining to the consideration of this Settlement Agreement and Order
shall not unfairly or illegally prejudice the Board or any of its members from further participation,
consideration, adjudication, or resolution of these proceedings and that no Board member shall be
disqualified or challenged for bias.

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

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

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

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

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

9. Both parties acknowledge that the Board has jurisdiction to consider and ratify this
settlement agreement and order because Dr. DiSanto is an osteopathic physician licensed by the Board.
Dr. DiSanto expressly, knowingly, and intentionally waives the 21-day notice requirement contained in
the Nevada Open Meeting Law and acknowledges that this settlement agreement and order may be
presented to the Board for its consideration and potential ratification at the Board’s meeting on
November 12, 2019.

STIPULATED ADJUDICATION

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

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

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

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

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

5. Dr. DiSanto’s failure to comply with any term or condition of this Settlement Agreement and
Order may result in further discipline by the Board, up to and potentially including revocation of his
license. The Board’s staff may take any and all actions it deems necessary to collect any sums ordered
that remain unpaid. If the Board's staff is required to pursue judicial action, it shall be entitled to
recover its attorney's fees and costs incurred in pursuing such judicial action.

Signed this ___ day of November, 2019.

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

By                                      By

Vinson DiSanto, D.O., Respondent        Ronald Hedges, D.O.,

Investigating Board Member

Louis Ling, Esq.

By

Louis Ling

Board Counsel

ORDER

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

SIGNED AND EFFECTIVE this ___ day of ___, 2019.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

[Signature]

Paul Manring, D.O., Vice President and Presiding Officer
BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF:  

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

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CERTIFICATE OF SERVICE

I hereby certify that on the 15th day of November, 2019, I served a copy of the ABOVE 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.

Vinson DiSanto, D.O.

An employee of the Nevada State Board of Osteopathic Medicine

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