

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

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In the Matter of Charges and
Complaint Against
CRISPINO SANTOS SANTOS, M.D.,
Respondent.

Case No. 18-11729-1

FILED

DEC - 3 2018

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Aaron Bart Fricke, Esq., Deputy General Counsel for the Board and attorney for the IC, and Crispino Santos Santos, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, John A. Hunt, Esq., of the law firm of Clark Hill, PLC, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. Background

1. Respondent is a medical doctor currently licensed in active status by the Board pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical Practice Act), to practice medicine in Nevada since June 9, 1997 (License No. 8198).

2. On July 26, 2018, in Case No. 18-11729-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges two (2) violations of NRS 630.301(4), Malpractice (Counts I and II), and one (1) violation of NRS 630.304(7), Terminating Care Without Making Other Arrangements for the

¹ All agreements and admissions made by Respondent are solely for final disposition of this matter and any subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore, Respondent's agreements and admissions are not intended or made for any other use, such as in the context of another state or federal government regulatory agency proceeding, state or federal civil or criminal proceeding, any state or federal court proceeding, or any credentialing or privileges matter.

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Nevada State Board of Medical Examiners
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Reno, Nevada 89521
(775) 688-2559

1 Continued Care of the Patient (Count III).

2 3. By reason of the foregoing, Respondent is subject to discipline by the Board as
3 provided in NRS 630.352.

4 4. Respondent was properly served with a copy of this Complaint, has reviewed and
5 understands this Complaint, and has had the opportunity to consult with competent counsel
6 concerning the nature and significance of this Complaint.

7 5. Respondent is hereby advised of his rights regarding this administrative matter, and of
8 his opportunity to defend against the allegations in the Complaint. Specifically, Respondent has
9 certain rights in this administrative matter as set out by the United States Constitution, the Nevada
10 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is contained in
11 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is contained in
12 NRS Chapter 233B. These rights include the right to a formal hearing on the allegations in the
13 Complaint, the right to representation by counsel, at his own expense, in the preparation and
14 presentation of his defense, the right to confront and cross-examine the witnesses and evidence against
15 him, the right to written findings of fact, conclusions of law and order reflecting the final decision of
16 the Board, and the right to judicial review of the Board's order, if the decision is adverse to him.

17 6. Respondent understands that, under the Board's charge to protect the public by
18 regulating the practice of medicine, the Board may take disciplinary action against Respondent's
19 license, including license probation, license suspension, license revocation and imposition of
20 administrative fines, as well as any other reasonable requirement or limitation, if the Board
21 concludes that Respondent violated one or more provisions of the Medical Practice Act.

22 7. Respondent understands and agrees that this Agreement, by and between
23 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
24 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent
25 understands that the IC shall advocate for the Board's approval of this Agreement, but that the
26 Board has the right to decide in its own discretion whether or not to approve this Agreement.
27 Respondent further understands and agrees that if the Board approves this Agreement, then the
28 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

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B. Terms & Conditions

NOW, THEREFORE, in order to resolve the matters addressed herein, i.e., the matters with regard to the Complaint, Respondent and the IC hereby agree to the following terms and conditions:

1. **Jurisdiction.** Respondent is, and at all times relevant to the Complaint has been, a physician licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set forth in the Medical Practice Act.

2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.** Respondent acknowledges he is represented by counsel, and wishes to resolve the matters addressed herein with said counsel. Respondent agrees that if representation by counsel in this matter materially changes prior to entering into this Agreement and for the duration of this Agreement, that counsel for the IC will be timely notified of the material change. Respondent agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to have a full consultation with and upon the advice of legal counsel.

3. **Waiver of Rights.** In connection with this Agreement, and the associated terms and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives all rights arising under the United States Constitution, the Nevada Constitution, the Medical Practice Act, the OML, the APA, and any other legal rights that may be available to him or that may apply to him in connection with the administrative proceedings resulting from the Complaint filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board. Respondent agrees to settle and resolve the allegations of the Complaint as set out by this Agreement, without a hearing or any further proceedings and without the right to judicial review.

4. **Acknowledgement of Reasonable Basis to Proceed.** Respondent acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. The Board acknowledges Respondent is not admitting that the Board's claims/counts as alleged in the Complaint have merit and

1 Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
2 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has
3 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
4 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent
5 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
6 effectuate this Agreement.

7 5. Consent to Entry of Order. In order to resolve this Complaint pending against
8 Respondent, Respondent hereby agrees that the Board may issue an order finding that Respondent
9 engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. Accordingly,
10 the following terms and conditions are hereby agreed upon:

11 a. Respondent admits to Count III, Terminating Care Without Making Other
12 Arrangements for the Continued Care of the Patient (NRS 630.304(7)).

13 b. Respondent will pay the costs and expenses incurred in the investigation and
14 prosecution of the above-referenced matter within one hundred eighty (180) days of the Board's
15 acceptance, adoption and approval of this Agreement, the current amount being \$4,463.22, not
16 including any costs that may be necessary to finalize this Agreement. Within thirty (30) of the
17 Board's acceptance, adoption and approval of this Agreement, Respondent shall make the first of
18 five (5) equal monthly installments of \$500, for a total of \$2,500.00, as partial payment of the
19 costs provided herein. Respondent shall pay the balance of \$1,963.22 before the expiration of the
20 prescribed one hundred eighty (180) days.

21 c. Respondent shall pay a fine of \$2,500.00 within One Hundred Eighty (180) days of
22 the Board's acceptance, adoption and approval of this Agreement.

23 d. This Agreement shall be reported to the appropriate entities and parties as required
24 by law, including, but not limited to, the National Practitioner Data Bank.

25 e. Respondent shall receive a Public Letter of Reprimand.

26 f. The other counts of the Complaint, as well as any other claims arising from Board
27 Investigation No. 14-15028, shall be dismissed with prejudice.

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1 6. Release From Liability. In execution of this Agreement, Respondent understands
2 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,
3 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents
4 are immune from civil liability for any decision or action taken in good faith in response to
5 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of
6 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,
7 committees, panels, hearing officers, consultants and agents from any and all manner of actions,
8 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and
9 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
10 any or all of the persons, government agencies or entities named in this paragraph arising out of,
11 or by reason of, this investigation, this Agreement or the administration of the case referenced
12 herein.

13 7. Procedure for Adoption of Agreement. The IC and counsel for the IC shall
14 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
15 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of
16 this Agreement, counsel for the IC may communicate directly with the Board staff and the
17 adjudicating members of the Board.

18 Respondent acknowledges that such contacts and communications may be made or
19 conducted ex parte, without notice or opportunity to be heard on his part until the public Board
20 meeting where this Agreement is discussed, and that such contacts and communications may
21 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and
22 all information of every nature whatsoever related to this matter. The IC and its counsel agree that
23 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this
24 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
25 IC or the IC's counsel.


26 8. Effect of Acceptance of Agreement by Board. In the event the Board accepts,
27 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
28 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed

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1 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
2 condition of this Agreement may subject Respondent to civil collection efforts.

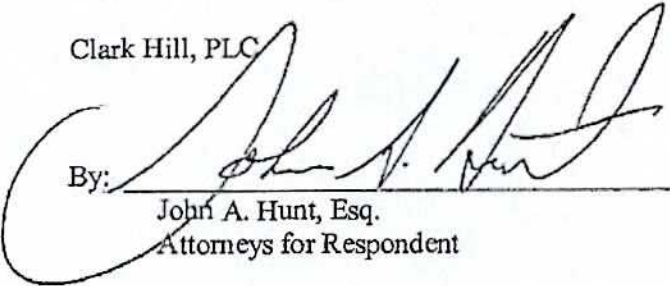
3 Dated this 2 day of November, 2018.

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5 INVESTIGATIVE COMMITTEE OF THE
6 NEVADA STATE BOARD OF MEDICAL EXAMINERS

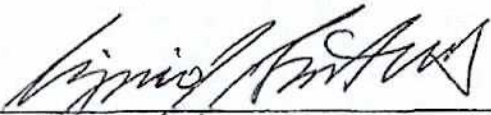
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8 By: 
9 Aaron Bart Fricke, Esq., Deputy General Counsel
10 Attorney for the Investigative Committee

11 Dated this ____ day of _____, 2018.

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13 Clark Hill, PLC

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15 By: 
16 John A. Hunt, Esq.
17 Attorneys for Respondent

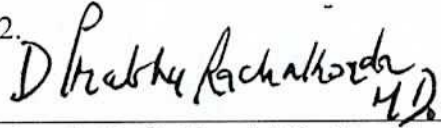
18 Dated this 31st day of October 2018.

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23 Crispino Santos Santos, M.D., Respondent
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IT IS HEREBY ORDERED that the foregoing Settlement Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 30th day of November, 2018, with the final total amount of costs due of \$4,463.22.



Rachakonda D. Prabhu, M.D., President
NEVADA STATE BOARD OF MEDICAL EXAMINERS