

# AGENDA ITEM 8

1 **BEFORE THE BOARD OF MEDICAL EXAMINERS**  
2 **OF THE STATE OF NEVADA**

3 \* \* \* \* \*

4  
5 **In the Matter of Charges and Complaint**  
6 **Against**  
7 **MORTON ISAAC HYSON, M.D.,**  
8 **Respondent.**

Case No. 20-8616-1

**FILED**

NOV 16 2020

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: \_\_\_\_\_

9  
10 **COMPLAINT**

11 The Investigative Committee<sup>1</sup> (IC) of the Nevada State Board of Medical Examiners  
12 (Board), by and through Robert Kilroy, Esq., General Counsel and attorney for the IC, having a  
13 reasonable basis to believe that Morton Isaac Hyson, M.D. (Respondent) violated the provisions of  
14 Nevada Revised Statutes (NRS) Chapter 630 and Nevada Administrative Code (NAC) Chapter 630  
15 (collectively, the Medical Practice Act), hereby issues its Complaint, stating the IC's charges and  
16 allegations as follows:

17 1. Respondent was at all times relative to this Complaint a medical doctor holding an  
18 active license to practice medicine in the State of Nevada (License No. 6062). Respondent was  
19 originally licensed by the Board on July 1, 1990.

20 2. On August 21, 2017, Respondent entered into a Stipulation and Order (Order),  
21 requiring a female chaperone for all medical encounters with female patients. Wherein this Order  
22 required Respondent to inform the IC within 24 hours if there is a change in the identity of the female  
23 chaperone. Respondent agreed and acknowledged that said terms and conditions of the Order shall be  
24 considered grounds for initiation of disciplinary action pursuant to NRS 630.3065(2)(a) if Respondent  
25 knowingly or willfully failed to comply with the aforementioned Order's terms and conditions.

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28 <sup>1</sup> The Investigative Committee of the Nevada State Board of Medical Examiners, at the time this formal  
Complaint was authorized for filing, was composed of Board members Wayne Hardwick, M.D., Chairman, Mr. M.  
Neil Duxbury, and Aury Nagy, M.D.

1 **A. Respondent's Treatment of Patient A**

2 3. Patient A's true identity is not disclosed herein to protect her privacy, but is  
3 disclosed in the Patient Designation served upon Respondent along with a copy of this Complaint.

4 4. Pursuant the Nevada Prescription Monitoring Program (PMP), Respondent wrote a  
5 prescription for Patient A on Saturday, September 9, 2017. There was no medical record for the  
6 aforementioned prescription.

7 **COUNT I**

8 **NRS 630.3062(1)(a) (Failure to Maintain Proper Medical Records)**

9 5. All of the allegations contained in the above paragraphs are hereby incorporated by  
10 reference as though fully set forth herein.

11 6. NRS 630.3062(1)(a) provides that the failure to maintain timely, legible, accurate  
12 and complete medical records relating to the diagnosis, treatment and care of a patient is grounds  
13 for initiating discipline against a licensee.

14 7. Respondent failed to maintain complete medical records relating to the diagnosis,  
15 treatment and care of Patient A, by failing to document his actions when he prescribed the  
16 aforementioned prescription without any medical record.

17 8. By reason of the foregoing, Respondent is subject to discipline by the Nevada State  
18 Board of Medical Examiners as provided in NRS 630.352.

19 **B. Respondent's Treatment of Patient B**

20 9. Patient B's true identity is not disclosed herein to protect his or her privacy, but is  
21 disclosed in the Patient Designation served upon Respondent along with a copy of this Complaint.

22 10. Pursuant the Nevada Prescription Monitoring Program (PMP), Respondent wrote a  
23 prescription for Patient B on Friday, September 15 2017. There was no medical record for the  
24 aforementioned prescription. On August 9, 2017, there was a patient encounter with Patient B and  
25 Respondent, but the female chaperone listed in the medical record was not employed at the time of  
26 this encounter, yet her name is stated as present, in the medical records.

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1 **COUNT II**

2 **NRS 630.3062(1)(a) (Failure to Maintain Proper Medical Records)**

3 11. All of the allegations contained in the above paragraphs are hereby incorporated by  
4 reference as though fully set forth herein.

5 12. NRS 630.3062(1)(a) provides that the failure to maintain timely, legible, accurate  
6 and complete medical records relating to the diagnosis, treatment and care of a patient is grounds  
7 for initiating discipline against a licensee.

8 13. Respondent failed to maintain complete medical records relating to the diagnosis,  
9 treatment and care of Patient B, by failing to document his actions when he prescribed the  
10 aforementioned prescription without any medical record.

11 14. By reason of the foregoing, Respondent is subject to discipline by the Nevada State  
12 Board of Medical Examiners as provided in NRS 630.352.

13 **COUNT III**

14 **NRS 630.3065(2)(a) (Failure to Comply with Order)**

15 15. All of the allegations contained in the above paragraphs are hereby incorporated by  
16 reference as though fully set forth herein.

17 16. The Order required Respondent to inform the IC of any change in the female  
18 chaperon. Patient B's medical record indicated a chaperone was present who was in fact not  
19 employed by Respondent to fulfill the aforementioned chaperon.

20 17. Pursuant to NRS 630.3065(2)(a), the following acts constitute grounds for  
21 initiating disciplinary action, knowingly or willfully failing to comply with the Order, which  
22 required informing the IC of any change in the chaperone's employment. Here, Respondent's  
23 medical record for Patient B indicated a chaperone who was not employed at the time of the  
24 encounter stated in the medical records. The IC was never informed.

25 18. By reason of the foregoing, Respondent is subject to discipline by the Nevada State  
26 Board of Medical Examiners as provided in NRS 630.352.

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**WHEREFORE**, the Investigative Committee prays:

1. That the Board give Respondent notice of the charges herein against him and give him notice that he may file an answer to the Complaint herein as set forth in NRS 630.339(2) within twenty (20) days of service of the Complaint;
2. That the Board set a time and place for a formal hearing after holding an Early Case Conference pursuant to NRS 630.339(3);
3. That the Board determine what sanctions to impose if it determines there has been a violation or violations of the Medical Practice Act committed by Respondent;
4. That the Board make, issue and serve on Respondent its findings of fact, conclusions of law and order, in writing, that includes the sanctions imposed; and
5. That the Board take such other and further action as may be just and proper in these premises.

DATED this 16 day of Novmeber, 2020.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:   
Robert Kilroy, Esq., General Counsel  
Attorney for the Investigative Committee

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VERIFICATION

STATE OF NEVADA            )  
  : ss.  
COUNTY OF WASHOE        )

Mr. M. Neil Duxbury, having been duly sworn, hereby deposes and states under penalty of perjury that he is the Chairman of the Investigative Committee of the Nevada State Board of Medical Examiners that authorized the Complaint against the Respondent herein; that he has read the foregoing Complaint; and that based upon information discovered in the course of the investigation into a complaint against Respondent, he believes that the allegations and charges in the foregoing Complaint against Respondent are true, accurate and correct.

DATED this 16 day of November, 2020.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: M. Neil Duxbury  
M. Neil Duxbury, Chairman

OFFICE OF THE GENERAL COUNSEL  
Nevada State Board of Medical Examiners  
9600 Gateway Drive  
Reno, Nevada 89521  
(775) 688-2559

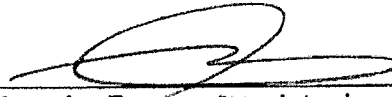
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**CERTIFICATE OF SERVICE**

I hereby certify that I am employed by the Nevada State Board of Medical Examiners and that on the 16th day of November, 2020, I served a file-stamped copy of the foregoing **COMPLAINT**, via U.S. Certified Mail to the following parties:

Katherine L. Turpen, Esq.  
c/o Morton Isaac Hyson, M.D.  
JOHN H. COTTON & ASSOCIATES  
7900 West Sahara Avenue, Suite 200  
Las Vegas, Nevada 89117  
Certified Mail Receipt No.: 9171 969009350241619511

DATED this 16<sup>th</sup> day of November, 2020.

  
Mercedes Fuentes, Legal Assistant  
Nevada State Board of Medical Examiners

OFFICE OF THE GENERAL COUNSEL  
Nevada State Board of Medical Examiners  
9600 Gateway Drive  
Reno, Nevada 89521  
(775) 688-2559

1                                   **BEFORE THE BOARD OF MEDICAL EXAMINERS**  
2                                   **OF THE STATE OF NEVADA**

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4  
5 **In the Matter of Charges and Complaint**  
6 **Against**  
7 **MORTON ISAAC HYSON, M.D.,**  
8 **Respondent.**

Case No. 20-8616-1

**FILED**

DEC - 4 2020

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: 

9  
10                                   **SETTLEMENT AGREEMENT**

11                                   The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board),  
12 by and through Robert Kilroy, Esq., General Counsel for the Board and attorney for the IC, and  
13 Morton Isaac Hyson, M.D. (Respondent), a licensed physician in Nevada, through his attorney  
14 Katherine Turpen, Esq., of John Cotton & Associates, Ltd., hereby enter into this Settlement  
15 Agreement (Agreement) based on the following:<sup>1</sup>

16                                   **A. Background**

17                                   1. Respondent is a physician currently licensed in active status by the Board pursuant to  
18 Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative  
19 Code (NAC) (collectively, the Medical Practice Act) to practice medicine in Nevada. His license was  
20 originally issued on July 1, 1990 (License No. 6062).

21                                   2. On November 16, 2020, in Case No. 20-8616-1, the IC filed a formal Complaint  
22 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the  
23 Complaint alleges Count I, Failure to Maintain Proper Medical Records, NRS 630.3062(1)(a), Count  
24 II, Failure to Maintain Proper Medical Records, NRS 630.3062(1)(a), Count III, Failure to Comply  
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27 <sup>1</sup> All agreements and admissions made by Respondent are solely for final disposition of this matter and any  
28 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.



OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners

9600 Gateway Drive

Reno, Nevada 89521

(775) 688-2559

1 with Order, NRS 630.3065(2)(a). By reason of the foregoing, Respondent is subject to discipline by  
2 the Board as provided in NRS 630.352.

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

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

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

21 6. Respondent understands and agrees that this Agreement, by and between  
22 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the  
23 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent  
24 understands that the IC shall advocate for the Board's approval of this Agreement, but that the  
25 Board has the right to decide in its own discretion whether or not to approve this Agreement.

26 7. Respondent further understands and agrees that if the Board approves this  
27 Agreement, then the terms and conditions enumerated below shall be binding and enforceable  
28 upon him and the Board.

1           **B.       Terms & Conditions**

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

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

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

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

25           4.       **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering  
26 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent  
27 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in  
28 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges

1 Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have merit  
2 and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential  
3 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has  
4 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the  
5 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent  
6 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to  
7 effectuate this Agreement.

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

12               a.       Respondent admits to Count I NRS 630.3062(1)(a) Failure to Maintain  
13 Proper Medical Records; Count II NRS 630.3062(1)(a) Failure to Maintain Proper Medical  
14 Records; Count III NRS 630.3065(2)(a) Failure to Comply with Order.

15               b.       Respondent will pay the costs and expenses incurred in the investigation  
16 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,  
17 adoption and approval of this Agreement, the current amount being five thousand four hundred  
18 nineteen dollars and ninety-six cents (\$5,419.96), not including any costs that may be necessary to  
19 finalize this Agreement.

20               c.       Respondent shall pay a fine of one thousand dollars (\$1,000.00) within sixty  
21 (60) days of the Board's acceptance, adoption and approval of this Agreement.

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

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

25               f.       Any other claims arising from Board Investigation No. 16-16277, shall be  
26 dismissed with prejudice.

27               g.       Respondent shall keep a female chaperon employed and present during all  
28 of his female patient encounters and document such chaperon within the medical records.

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

24 Board meeting where this Agreement is discussed and, if requested, respond to any questions that  
25 may be addressed to the 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

1 and all remaining claims arising out of the Complaint shall be dismissed with prejudice.

2       **9. Effect of Rejection of Agreement by Board.** In the event the Board does not  
3 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and  
4 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,  
5 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement  
6 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this  
7 Agreement shall disqualify any member of the adjudicating panel of the Board from considering  
8 this Complaint and from participating in disciplinary proceedings against Respondent, including  
9 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any  
10 such member absent evidence of bad faith.

11       **10. Binding Effect.** If approved by the Board, Respondent understands that this  
12 Agreement is a binding and enforceable contract upon Respondent and the Board.

13       **11. Forum Selection Clause.** The parties agree that in the event either party is  
14 required to seek enforcement of this Agreement in district court, the parties consent to such  
15 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,  
16 State of Nevada, Washoe County.

17       **12. Attorneys' Fees and Costs.** The parties agree that in the event an action is  
18 commenced in district court to enforce any provision of this Agreement, the prevailing party shall  
19 be entitled to recover reasonable attorneys' fees and costs.


20       **13. Failure to Comply With Terms.** Should Respondent fail to comply with any term  
21 or condition of this Agreement once the Agreement has been accepted, approved and adopted by  
22 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice  
23 medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed.  
24 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,  
25 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may  
26 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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

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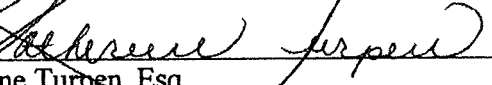
Dated this 27 day of Nov, 2020.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:   
Robert Kilroy, Esq., General Counsel  
Attorney for the Investigative Committee

Dated this 20 day of Nov, 2020.

JOHN COTTON & ASSOCIATES, LTD.

By:   
Katherine Turpen, Esq.  
Attorneys for Respondent

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Morton Isaac Hyson, M.D., Respondent

OFFICE OF THE GENERAL COUNSEL  
Nevada State Board of Medical Examiners  
9600 Gateway Drive  
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(775) 688-2559

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL EXAMINERS

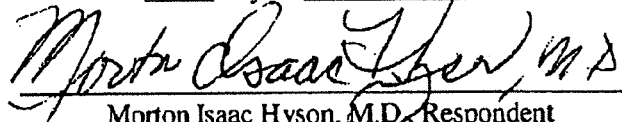
By: \_\_\_\_\_  
Robert Kilroy, Esq., General Counsel  
Attorney for the Investigative Committee

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

JOHN COTTON & ASSOCIATES, LTD.

By: \_\_\_\_\_  
Katherine Turpen, Esq.  
Attorneys for Respondent

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

  
Morton Isaac Hyson, M.D., Respondent

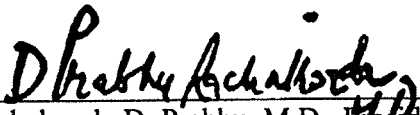
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**ORDER**

**IT IS HEREBY ORDERED**, that the foregoing Settlement Agreement (Case No. 20-8616-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 4th day of December, 2020, with the final total amount of costs due of five thousand four hundred nineteen dollars and ninety-six cents (\$5,419.96).

DATED this 4th day of December, 2020.

  
\_\_\_\_\_  
Rachakonda D. Prabhu, M.D., President  
Nevada State Board of Medical Examiners