

BEFORE THE  
MEDICAL BOARD OF CALIFORNIA  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

Jon Lane Siems, M.D.

Physician's & Surgeon's  
Certificate No. A 54383

Respondent.

Case No. 800-2020-068413

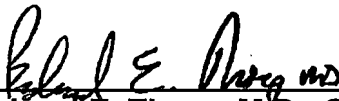
DECISION

The attached Stipulated Settlement and Disciplinary Order for Public Reprimand is hereby adopted as the Decision and Order of the Medical Board of California, Department of Consumer Affairs, State of California.

This Decision shall become effective at 5:00 p.m. on October 29, 2021.

IT IS SO ORDERED September 29, 2021.

MEDICAL BOARD OF CALIFORNIA

  
\_\_\_\_\_  
Richard E. Thorp, M.D., Chair  
Panel B

1 ROB BONTA  
Attorney General of California  
2 JANE ZACK SIMON  
Supervising Deputy Attorney General  
3 CAITLIN ROSS  
Deputy Attorney General  
4 State Bar No. 271651  
455 Golden Gate Avenue, Suite 11000  
5 San Francisco, CA 94102-7004  
Telephone: (415) 510-3615  
6 Facsimile: (415) 703-5480  
E-mail: Caitlin.Ross@doj.ca.gov  
7 *Attorneys for Complainant*

8  
9 **BEFORE THE**  
10 **MEDICAL BOARD OF CALIFORNIA**  
11 **DEPARTMENT OF CONSUMER AFFAIRS**  
12 **STATE OF CALIFORNIA**

13 In the Matter of the Accusation Against:

Case No. 800-2020-068413

14 **JON LANE SIEMS, M.D.**  
15 **41493 Margarita Rd., # G109**  
**Temecula, CA 92591-5570**

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER FOR PUBLIC  
REPRIMAND**

16 **Physician's and Surgeon's Certificate**  
17 **No. A 54383**

18 Respondent.

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21 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-  
22 entitled proceedings that the following matters are true:

23 **PARTIES**

24 1. William Prasifka (Complainant) is the Executive Director of the Medical Board of  
25 California (Board). He brought this action solely in his official capacity and is represented in this  
26 matter by Rob Bonta, Attorney General of the State of California, by Caitlin Ross, Deputy  
27 Attorney General.

1 2. Respondent Jon Lane Siems, M.D. (Respondent) is representing himself in this  
2 proceeding and has chosen not to exercise his right to be represented by counsel.

3 3. On or about June 28, 1995, the Board issued Physician's and Surgeon's Certificate  
4 No. A 54383 to Jon Lane Siems, M.D. The Physician's and Surgeon's Certificate was in full  
5 force and effect at all times relevant to the charges brought in Accusation No. 800-2020-068413,  
6 and will expire on May 31, 2023, unless renewed.

7 **JURISDICTION**

8 4. Accusation No. 800-2020-068413 was filed before the Board, and is currently  
9 pending against Respondent. The Accusation and all other statutorily required documents were  
10 properly served on Respondent on March 15, 2021. Respondent timely filed his Notice of  
11 Defense contesting the Accusation.

12 5. A copy of Accusation No. 800-2020-068413 is attached as exhibit A and incorporated  
13 herein by reference.

14 **ADVISEMENT AND WAIVERS**

15 6. Respondent has carefully read, and understands the charges and allegations in  
16 Accusation No. 800-2020-068413. Respondent has also carefully read, and understands the  
17 effects of this Stipulated Settlement and Disciplinary Order for Public Reprimand.

18 7. Respondent is fully aware of his legal rights in this matter, including the right to a  
19 hearing on the charges and allegations in the Accusation; the right to be represented by counsel at  
20 his own expense; the right to confront and cross-examine the witnesses against him; the right to  
21 present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel  
22 the attendance of witnesses and the production of documents; the right to reconsideration and  
23 court review of an adverse decision; and all other rights accorded by the California  
24 Administrative Procedure Act and other applicable laws.

25 8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and  
26 every right set forth above.

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1 **CULPABILITY**

2 9. Respondent admits the truth of each and every charge and allegation in Accusation  
3 No. 800-2020-068413.

4 10. Respondent agrees that his Physician's and Surgeon's Certificate is subject to  
5 discipline and he agrees to be bound by the Board's imposition of discipline as set forth in the  
6 Disciplinary Order below.

7 **CONTINGENCY**

8 11. This stipulation shall be subject to approval by the Medical Board of California.  
9 Respondent understands and agrees that counsel for Complainant and the staff of the Medical  
10 Board of California may communicate directly with the Board regarding this stipulation and  
11 settlement, without notice to or participation by Respondent. By signing the stipulation,  
12 Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the  
13 stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this  
14 stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of  
15 no force or effect, except for this paragraph, it shall be inadmissible in any legal action between  
16 the parties, and the Board shall not be disqualified from further action by having considered this  
17 matter.

18 12. The parties understand and agree that Portable Document Format (PDF) and facsimile  
19 copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile  
20 signatures thereto, shall have the same force and effect as the originals.

21 13. In consideration of the foregoing admissions and stipulations, the parties agree that  
22 the Board may, without further notice or opportunity to be heard by the Respondent, issue and  
23 enter the following Disciplinary Order:

24 **ADDITIONAL PROVISIONS**

25 11. This Stipulated Settlement and Disciplinary Order is intended by the parties herein  
26 to be an integrated writing representing the complete, final, and exclusive embodiment of the  
27 agreements of the parties in the above-entitled matter.



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From:Siems Lasik

1 A medical record keeping course taken after the acts that gave rise to the charges in the  
 2 Accusation, but prior to the effective date of the Decision may, in the sole discretion of the Board  
 3 or its designee, be accepted towards the fulfillment of this condition if the course would have  
 4 been approved by the Board or its designee had the course been taken after the effective date of  
 5 this Decision.

6 Respondent shall submit a certification of successful completion to the Board or its  
 7 designee not later than 15 calendar days after successfully completing the course, or not later than  
 8 15 calendar days after the effective date of the Decision, whichever is later.

9 Failure to enroll, participate in, or successfully complete the medical record keeping course  
 10 within the designated time period shall constitute unprofessional conduct and grounds for further  
 11 disciplinary action.

12 **ACCEPTANCE**

13 I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the  
 14 stipulation and the effect it will have on my Physician's and Surgeon's Certificate. I enter into  
 15 this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and  
 16 agree to be bound by the Decision and Order of the Medical Board of California.

17  
 18 DATED: 7/21/21

19   
 20 \_\_\_\_\_  
 21 JON LANE SIEMS, M.D.  
 22 Respondent

23 **ENDORSEMENT**

24 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully

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submitted for consideration by the Medical Board of California.

DATED: 7-22-21

Respectfully submitted,

ROB BONTA  
Attorney General of California  
JANE ZACK SIMON  
Supervising Deputy Attorney General



CAITLIN ROSS  
Deputy Attorney General  
*Attorneys for Complainant*

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**Exhibit A**

**Accusation No. 800-2020-068413**



1 XAVIER BECERRA  
Attorney General of California  
2 JANE ZACK SIMON  
Supervising Deputy Attorney General  
3 CAITLIN ROSS  
Deputy Attorney General  
4 State Bar No. 271651  
455 Golden Gate Avenue, Suite 11000  
5 San Francisco, CA 94102-7004  
Telephone: (415) 510-3615  
6 Facsimile: (415) 703-5480  
E-mail: Caitlin.Ross@doj.ca.gov  
7 *Attorneys for Complainant*

8  
9 **BEFORE THE**  
**MEDICAL BOARD OF CALIFORNIA**  
10 **DEPARTMENT OF CONSUMER AFFAIRS**  
11 **STATE OF CALIFORNIA**

12 In the Matter of the Accusation Against:

Case No. 800-2020-068413

13 **Jon Lane Siems, M.D.**  
14 **41493 Margarita Rd., # G109**  
15 **Temecula, CA 92591-5570**

**ACCUSATION**

16 **Physician's and Surgeon's Certificate**  
17 **No. A 54383,**

Respondent.

18  
19  
20 **PARTIES**

21 1. William Prasifka (Complainant) brings this Accusation solely in his official capacity  
22 as the Executive Director of the Medical Board of California, Department of Consumer Affairs  
23 (Board).

24 2. On or about June 28, 1995, the Medical Board issued Physician's and Surgeon's  
25 Certificate Number A 54383 to Jon Lane Siems, M.D. (Respondent). The Physician's and  
26 Surgeon's Certificate was in full force and effect at all times relevant to the charges brought  
27 herein and will expire on May 31, 2021, unless renewed.

28

1 JURISDICTION

2 3. This Accusation is brought before the Board, under the authority of the following  
3 laws. All section references are to the Business and Professions Code (Code) unless otherwise  
4 indicated.

5 A. Section 2227 of the Code provides, in part, that the Board may revoke, suspend for a  
6 period not to exceed one year, or place on probation, the license of any licensee who has  
7 been found guilty under the Medical Practice Act, and may recover the costs of probation  
8 monitoring.

9 B. Section 2234 of the Code provides, in part, that the Board shall take action against  
10 any licensee who is charged with unprofessional conduct.

11 C. Section 2305 of the Code provides, in part, that the revocation, suspension, or other  
12 discipline, restriction or limitation imposed by another state upon a license to practice  
13 medicine issued by that state, or the revocation, suspension, or restriction of the authority to  
14 practice medicine by any agency of the federal government, that would have been grounds  
15 for discipline in California under the Medical Practice Act, constitutes grounds for  
16 discipline for unprofessional conduct against the licensee in California.

17 D. Section 141 of the Code provides:

18 “(a) For any licensee holding a license issued by a board under the jurisdiction of a  
19 department, a disciplinary action taken by another state, by any agency of the federal  
20 government, or by another country for any act substantially related to the practice regulated  
21 by the California license, may be a ground for disciplinary action by the respective state  
22 licensing board. A certified copy of the record of the disciplinary action taken against the  
23 licensee by another state, an agency of the federal government, or another country shall be  
24 conclusive evidence of the events related therein.

25 (b) Nothing in this section shall preclude a board from applying a specific statutory  
26 provision in the licensing act administered by the board that provides for discipline based  
27 upon a disciplinary action taken against the licensee by another state, an agency of the  
28 federal government, or another country.”

1 **FIRST CAUSE FOR DISCIPLINE**

2 **(Discipline, Restriction, or Limitation Imposed by Another State)**

3 4. Respondent Jon Lane Siems, M.D. is subject to disciplinary action under sections  
4 2305 and/or 141 of the Code in that on March 6, 2020, the Nevada State Board of Medical  
5 Examiners ordered that a settlement agreement with Respondent was approved. Respondent's  
6 Nevada license was accordingly disciplined, restricted, and limited. The circumstances are as  
7 follows:

8 5. At all times relevant to the underlying matter, Respondent was licensed to practice  
9 medicine in the State of Nevada. On August 15, 2019, the Investigative Committee of the  
10 Nevada State Board of Medical Examiners filed a formal Complaint (Case No. 19-13009-1)  
11 against Respondent. In pertinent part, the formal Complaint alleged in Count I and Count III that  
12 Respondent failed to maintain timely, legible, accurate, and complete medical records relating to  
13 the diagnosis, treatment, and care of two patients (one in Count I and one in Count III) when he  
14 failed to document the risks, benefits, and alternatives for ophthalmologic laser treatments.  
15 Counts I and III also alleged that Respondent failed to document informed consent for the laser  
16 treatments.

17 6. In response to the formal Complaint in Nevada Case No. 19-13009-1, on December  
18 17, 2019 Respondent signed a Settlement Agreement with the Investigative Committee of the  
19 Nevada State Board of Medical Examiners. On March 6, 2020, the Nevada State Board of  
20 Medical Examiners approved and accepted the Settlement Agreement. This constituted an Order  
21 from the Nevada State Board of Medical Examiners that made the Settlement Agreement in Case  
22 No. 19-13009-1 an Order of the Nevada State Board of Medical Examiners (the Nevada Order).

23 7. The Nevada Order found, and Respondent agreed, that the Nevada State Board of  
24 Medical Examiners could issue an order finding that Respondent engaged in conduct that is  
25 grounds for discipline pursuant to the Nevada Medical Practice Act. As part of the Nevada  
26 Order, Respondent admitted to Counts I and III of the formal Complaint—the failure to maintain  
27 timely, legible, accurate, and complete medical records relating to the diagnosis, treatment and  
28

1 care of a patient (a violation of Nevada Revised Statute 630.3062(1)(a)). The Nevada Order  
2 disciplined, limited, and restricted Respondent's Nevada license, including the following terms:

- 3 • Respondent was required pay a \$1,000 fine;
- 4 • Respondent was required to complete four hours of continuing medical education,  
5 approved by the Nevada State Board of Medical Examiners in advance, related to  
6 proper medical-record maintenance;
- 7 • Respondent received a Public Letter of Reprimand; and
- 8 • Respondent was required to pay the costs of the investigation and prosecution of the  
9 matter.

10 The Nevada Order set forth that Respondent's failure to comply with any term in the Order  
11 would authorize the Investigative Committee of the Nevada State Board of Medical Examiners to  
12 immediately suspend Respondent's license to practice medicine in Nevada, pending noticed  
13 hearing proceedings, and support additional disciplinary action taken against Respondent.

14 8. A copy of the Nevada Order in Nevada Case No. 19-13009-1, which includes the  
15 Settlement Agreement and the formal Complaint, is attached to this Accusation as Exhibit A.

16 9. The actions of the Nevada State Board of Medical Examiners and the Nevada Order,  
17 set forth above, constitute cause for discipline pursuant to sections 2305 and/or 141 of the Code.

18 **PRAYER**

19 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,  
20 and that following the hearing, the Medical Board of California issue a decision:

21 1. Revoking or suspending Physician's and Surgeon's Certificate Number A 54383,  
22 issued to Jon Lane Siems, M.D.;

23 2. Revoking, suspending or denying approval of Jon Lane Siems, M.D.'s authority to  
24 supervise physician assistants and advanced practice nurses;

25 3. Ordering Jon Lane Siems, M.D., if placed on probation, to pay the Board the costs of  
26 probation monitoring; and

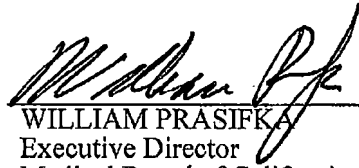
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4. Taking such other and further action as deemed necessary and proper.

DATED: MAR 15 2021

  
\_\_\_\_\_  
WILLIAM PRASIFKA  
Executive Director  
Medical Board of California  
Department of Consumer Affairs  
State of California  
*Complainant*

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# **EXHIBIT A**

(JON LANE SIEMS, M.D.) ACCUSATION NO. 800-2020-068413

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

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

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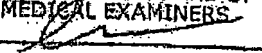
In the Matter of Charges and  
Complaint Against  
JON L. SIEMS, M.D.,  
Respondent.

Case No. 19-13009-1

**FILED**

MAR - 9 2020

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 Donald R. White, Esq., Deputy General Counsel for the Board and attorney for the IC, and Jon L. Siems, M.D. (Respondent), a licensed physician in Nevada, hereby enter into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

**A. Background**

1. Respondent is a medical doctor licensed 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 December 20, 1999 (License No. 9250).

2. On August 15, 2019, in Case No. 19-13009-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, this Complaint alleges two (2) violations of NRS 630.3062(1)(a), failure to maintain timely, legible, accurate and complete medical records relating to the diagnosis, treatment and care of a patient (Counts I and III); and two (2) violations of NRS 630.304(7), terminating the medical care of a

<sup>1</sup> 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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1 patient without adequate notice or without making other arrangements for the continued care of  
2 the patient (Courts II and IV).

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

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

8 5. Respondent is hereby advised of his rights regarding this administrative matter, and of  
9 his opportunity to defend against the allegations in the Complaint. Specifically, Respondent has  
10 certain rights in this administrative matter as set out by the United States Constitution, the Nevada  
11 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is contained in  
12 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA) applicable to certain  
13 regulatory bodies, which is contained in NRS Chapters 233B and 622A. These rights include the right  
14 to a formal hearing on the allegations in the Complaint, the right to representation by counsel, at his  
15 own expense, in the preparation and presentation of his defense, the right to confront and cross-  
16 examine the witnesses and evidence against him, the right to written findings of fact, conclusions of  
17 law and order reflecting the final decision of the Board, and the right to judicial review of the Board's  
18 order, if the decision is adverse to him.

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

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



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Nevada State Board of Medical Examiners  
9600 Gateway Drive  
Reno, Nevada 89521  
(775) 688-2339

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

3 **B. Terms & Conditions**

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

7 1. Jurisdiction. Respondent was, and at all times relevant to the Complaint, a  
8 physician licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set  
9 forth in the Medical Practice Act.

10 2. Representation by Counsel/Knowing, Willing and Intelligent Agreement.  
11 Respondent acknowledges he is not represented by counsel, and wishes to resolve the matters  
12 addressed herein without counsel. Respondent agrees that if representation by counsel in this  
13 matter materially changes prior to entering into this Agreement and for the duration of this  
14 Agreement, that counsel for the IC will be timely notified of the material change. Respondent  
15 agrees that he knowingly, willingly and intelligently enters into this Agreement without the advice  
16 of legal counsel.

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

27 4. Acknowledgement of Reasonable Basis to Proceed. Respondent acknowledges  
28 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is

OFFICE OF THE GENERAL COUNSEL

Nebraska State Board of Medical Examiners  
9600 Gateway Drive  
Omaha, Nebraska 68152  
(775) 688-2539

1 grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges Respondent is  
2 not admitting that the IC's claims/counts as alleged in the Complaint have merit. Respondent is  
3 agreeing to resolve this matter to avoid the costs of a hearing and potential subsequent litigation.  
4 Although epithelial ingrowth and its treatment, including surgery, were addressed in the original  
5 Lasik consent form, the consent form did not specify laser as the specific treatment modality to be  
6 used, and Respondent treated both patients for epithelial ingrowth throughout several followup  
7 visits. Respondent asserts if this matter were to proceed to hearing, he has evidence, witnesses,  
8 expert witness(es) and defenses to the counts/claims alleged in the Complaint, but for the purposes  
9 of resolving the matter and for no other purpose, Respondent waives the presentation of evidence,  
10 witnesses, expert witnesses, and defenses in order to effectuate this Agreement.

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

15 a. Respondent admits to Counts I and III, failure to maintain timely, legible, accurate  
16 and complete medical records relating to the diagnosis, treatment and care of a patient (a violation  
17 of NRS 630.3062(1)(n)), of the Complaint.

18 b. Respondent will pay the costs and expenses incurred in the investigation and  
19 prosecution of this matter within sixty (60) days of the Board's acceptance, adoption and approval  
20 of this Agreement, the current amount being \$6,972.11, not including any costs that may be  
21 necessary to finalize this Agreement.

22 c. For Counts I and III, Respondent shall pay a fine of Five Hundred Dollars  
23 (\$500.00) each for a total of One Thousand Dollars (\$1,000.00) within sixty (60) days of the  
24 Board's acceptance, adoption and approval of this Agreement.

25 d. Respondent shall complete four (4) hours of continuing medical education (CME)  
26 related to the subject matter of maintaining proper medical records within six (6) months from the  
27 date of the Board's acceptance, adoption and approval of this Agreement. The aforementioned four  
28 (4) hours of CME shall be in addition to any CME requirements that are regularly imposed upon

OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners

9600 Gateway Drive

Reno, Nevada 89521

(775) 683-2339

1 Respondent as a condition of licensure in the State of Nevada and shall be approved by the Board  
2 prior to their completion.

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

5 f. Respondent shall receive a Public Letter of Reprimand.

6 g. Counts II and IV, terminating the medical care of a patient without adequate notice  
7 or without making other arrangements for the continued care of the patient, shall be dismissed  
8 with prejudice, and this Agreement shall encompass the resolution of the formal disciplinary case  
9 currently before the Board.

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

22 7. Procedure for Adoption of Agreement. The IC and counsel for the IC shall  
23 recommend approval and adoption of the terms and conditions of this Agreement by the Board in  
24 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of  
25 this Agreement, counsel for the IC may communicate directly with the Board staff and the  
26 adjudicating members of the Board.

27 Respondent acknowledges that such contacts and communications may be made or  
28 conducted ex parte, without notice or opportunity to be heard on his part until the public Board

1 meeting where this Agreement is discussed, and that such contacts and communications may  
2 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and  
3 all information of every nature whatsoever related to this matter. The IC and its counsel agree that  
4 Respondent may appear at the Board meeting where this Agreement is discussed and, if requested,  
5 respond to any questions that may be addressed to the IC or the IC's counsel.

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

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

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

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

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

27 **13. Failure to Comply With Terms.** Should Respondent fail to comply with any term  
28 or condition of this Agreement once the Agreement has been accepted, approved and adopted by


OFFICE OF THE GENERAL COUNSEL  
Nevada State Board of Medical Examiners  
9609 Gateway Drive  
Reno, Nevada 89521  
(775) 688-2539

1 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice  
2 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed,  
3 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,  
4 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may  
5 result in additional disciplinary action being taken against Respondent. NRS 630.3063(2)(a).

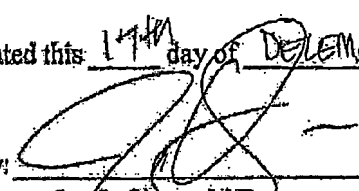
6 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid  
7 as a condition of this Agreement may subject Respondent to any civil and administrative  
8 collection efforts available.

9  
10 Dated this 6 day of February, 2019.

11  
12 INVESTIGATIVE COMMITTEE OF THE NEVADA  
STATE BOARD OF MEDICAL EXMINERS

13  
14 By:   
15 Donald K. White, Esq.,  
Deputy General Counsel

16  
17 Dated this 17th day of DECEMBER, 2019.

18  
19 By:   
20 Jon L. Siems, M.D.  
Respondent

21  
22 STATE OF NEVADA )  
23 )  
24 COUNTY OF CLARK )  
25 )



26  
27 SUBSCRIBED and SWORN to before me  
28 this 17th day of DECEMBER, 2019.

  
NOTARY PUBLIC