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

ROB BONTA
Attorney General of California
JANE ZACK SIMON
Supervising Deputy Attorney General
CAITLIN ROSS
Deputy Attorney General
State Bar No. 271651
455 Golden Gate Avenue, Suite 11000
San Francisco, CA 94102-7004
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E-mail: Caitlin.Ross@doj.ca.gov
Attorneys for Complainant

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.** **41493 Margarita Rd., # G109** **Temecula, CA 92591-5570** **Physician's and Surgeon's Certificate** **No. A 54383** Respondent.	Case No. 800-2020-068413 **STIPULATED SETTLEMENT AND DISCIPLINARY ORDER FOR PUBLIC REPRIMAND**

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

PARTIES

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

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

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

JURISDICTION

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

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

ADVISEMENT AND WAIVERS

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

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

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

CULPABILITY

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

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

CONTINGENCY

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

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

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

ADDITIONAL PROVISIONS

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

12. The parties agree that copies of this Stipulated Settlement and Disciplinary Order, including copies of the signatures, may be used in lieu of original documents and signatures and, further, that such copies shall have the same force and effect as originals.

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

DISCIPLINARY ORDER

A. PUBLIC REPRIMAND

IT IS HEREBY ORDERED that the Respondent, Jon Lane Siems, M.D., Physician's and Surgeon's Certificate No. A 54383, shall be and hereby is publicly reprimanded pursuant to California Business and Professions Code, section 2227, subdivision (a)(4). This Public Reprimand, which is issued in connection with Respondent's conduct as set forth in Accusation No. 800-2020-068413, is as follows: You demonstrated unprofessional conduct, pursuant to California Business and Professions Code, sections 2305 and 141, when, as set forth in disciplinary matter No. 19-13009-1 before the Nevada State Board of Medical Examiners, you failed to maintain timely, legible, accurate, and complete medical records relating to patient diagnosis, treatment, and care. Consequently, the Board issues this Public Reprimand.

B. IT IS FURTHER ORDERED:

MEDICAL RECORD KEEPING COURSE

Within 60 calendar days of the effective date of this Decision, Respondent shall enroll in a course in medical record keeping approved in advance by the Board or its designee. Respondent shall provide the approved course provider with any information and documents that the approved course provider may deem pertinent. Respondent shall participate in and successfully complete the classroom component of the course not later than six (6) months after Respondent's initial enrollment. Respondent shall successfully complete any other component of the course within one (1) year of enrollment. The medical record keeping course shall be at Respondent's expense and shall be in addition to the Continuing Medical Education (CME) requirements for renewal of licensure.

07/22/2021 10:32 #672 P.002/002
702 948 6817
From:Siems Lasik

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

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

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

ACCEPTANCE

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

DATED: 7/21/21

JON LANE SIEMS, M.D.
Respondent

ENDORSEMENT

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

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Attorney General of California
JANE ZACK SIMON
Supervising Deputy Attorney General
CAITLIN ROSS
Deputy Attorney General
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Attorneys for Complainant

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

In the Matter of the Accusation Against:	Case No. 800-2020-068413
Jon Lane Siems, M.D. **41493 Margarita Rd., # G109** **Temecula, CA 92591-5570** **Physician's and Surgeon's Certificate No. A 54383,** Respondent.	**ACCUSATION**

PARTIES

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

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

JURISDICTION

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

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

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

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

D. Section 141 of the Code provides:

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

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

FIRST CAUSE FOR DISCIPLINE

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

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

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

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

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

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

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

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

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

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

PRAYER

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

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

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

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

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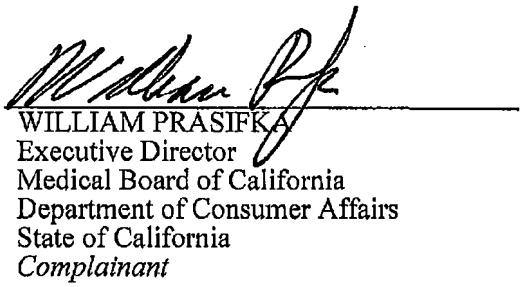
4. Taking such other and further action as deemed necessary and proper.

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

BEFORE THE BOARD OF MEDICAL EXAMINERS OF THE STATE OF NEVADA

* * * * *

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:

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

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Donald K. 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:[1]

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

[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.

patient without adequate notice or without making other arrangements for the continued care of the patient (Counts II and IV).

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

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

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

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

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

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

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 was, and at all times relevant to the Complaint, 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 not represented by counsel, and wishes to resolve the matters addressed herein without 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 without 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

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

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

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

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

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

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

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

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

f. Respondent shall receive a Public Letter of Reprimand.

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

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

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

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

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

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

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

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

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

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

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

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the Board, the IC shall be authorized to immediately suspend Respondent's license to practice medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed. Failure to comply with the terms of this Agreement, including failure to pay any fines, costs, expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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

Dated this 6 day of February, 2020.

INVESTIGATIVE COMMITTEE OF THE NEVADA STATE BOARD OF MEDICAL EXMINERS

By: _____
Donald K. White, Esq.,
Deputy General Counsel

Dated this 17th day of December, 2019.

By: _____
Jon L. Siems, M.D.
Respondent

STATE OF NEVADA)
:SS.
COUNTY OF CLARK)

SUBSCRIBED and SWORN to before me this 17th day of December, 2019.

_____
NOTARY PUBLIC

MARIA LORENZO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 04-27-2020
Certificate No: 99-57980-1

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