

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

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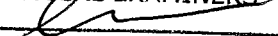
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5 **In the Matter of Charges and**
6 **Complaint Against**
7 **JON L. SIEMS, M.D.,**
8 **Respondent.**

Case No. 19-13009-1

FILED

MAR - 9 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
12 (Board), by and through Donald K. White, Esq., Deputy General Counsel for the Board and
13 attorney for the IC, and Jon L. Siems, M.D. (Respondent), a licensed physician in Nevada, hereby
14 enter into this Settlement Agreement (Agreement) based on the following:¹

15 **A. Background**

16 1. Respondent is a medical doctor licensed by the Board, pursuant to Chapter 630 of the
17 Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC)
18 (collectively, the Medical Practice Act), to practice medicine in Nevada since December 20, 1999
19 (License No. 9250).

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

25
26 ¹ All agreements and admissions made by Respondent are solely for final disposition of this matter
27 and any subsequent related administrative proceedings or civil litigation involving the Board and
28 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 (Counts 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.

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

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)(a)), 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

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

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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 630.3065(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.

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10 Dated this 6 day of February, 2019.

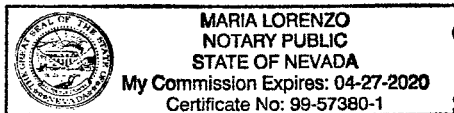
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12 INVESTIGATIVE COMMITTEE OF THE NEVADA
13 STATE BOARD OF MEDICAL EXMINERS

14 By: [Signature]
15 Donald K. White, Esq.,
16 Deputy General Counsel

17 Dated this 17th day of DECEMBER, 2019.

18
19 By: [Signature]
20 Jon L. Siems, M.D.
21 Respondent

22 STATE OF NEVADA)
23)
24 COUNTY OF CLARK) :ss.



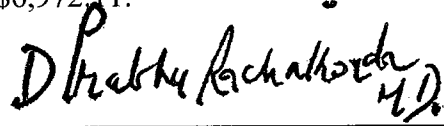
25 SUBSCRIBED and SWORN to before me
26 this 17th day of DECEMBER, 2019.

27 [Signature]
28 NOTARY PUBLIC

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IT IS HEREBY ORDERED that the foregoing Settlement Agreement (19-13009-1) is approved and accepted by the Nevada State Board of Medical Examiners on the 6th day of March, 2020, with the final total amount of costs due of \$6,972.11.



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