

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

MAR 11 2020

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2
3 IN THE MATTER OF:)
4 JAN LESTER PRING, D.O.,)
5 License No. DO1578,)
6 Respondent.)

Case No. PB1910001 FILED
SETTLEMENT AGREEMENT AND ORDER

7 The Nevada State Board of Osteopathic Medicine (the Board), by and through its investigating
8 board member Carla Perlotto, Ph.D. (hereinafter "IBM") hereby enters into this settlement agreement
9 with Jan Lester Pring, D.O. (License No. DO1578). Pursuant to chapter 233B and chapter 633 of the
10 Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC), it is hereby stipulated and
11 agreed, by and between the parties in the above-entitled matter, that this matter shall be fully and finally
12 settled and resolved upon terms and conditions set out herein.

13 **PERTINENT FACTS**

14 1. At all times pertinent to this matter, Jan Lester Pring, D.O., was and is licensed by the Board
15 to practice osteopathic medicine in Nevada (License No. DO1578). Dr. Pring is board certified in
16 internal medicine.

17 2. On October 1, 2019, the Board's office received a complaint from David Strange at Lee
18 Funeral Home in Pahrump, Nevada alleging that Dr. Pring The complaint alleged that Dr. Pring had
19 failed to sign a death certificate for one of his deceased patients within the 48-hour period required by
20 Nevada law.

21 3. By way of a written statement provided by Dr. Pring as part of the investigation of the
22 matter, Dr. Pring admitted that he had, in fact, not signed the death certificate at issue within the
23 requisite 48-hour period. In the written statement, Dr. Pring also explained the circumstances of why
24 he had not timely signed the death certificate.

25 4. In 2017, the Board issued Dr. Pring a non-disciplinary letter of caution relating to three death
26 certificates that he had not signed within the requisite 48-hour period. He was advised in that letter not
27 to commit similar violations in the future.

Nevada State Board of Osteopathic Medicine
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ACKNOWLEDGMENTS AND APPLICABLE LAW

1 This Settlement Agreement and Order is made and based upon the following acknowledgments
2 by the parties:

3 1. Dr. Pring is aware of, understands, and has been advised of the effect of this Settlement
4 Agreement and Order, which he has carefully read and fully acknowledged. Dr. Pring was afforded the
5 opportunity to consult with legal counsel of his choice regarding this matter, and Dr. Pring chose not to
6 do so.

7 2. Dr. Pring has entered into the Settlement Agreement and Order, and he is aware of his rights
8 to contest the charges pending against him. Dr. Pring acknowledges that this Settlement Agreement and
9 Order is being entered into prior to and without a formal Complaint having been filed by the Board,
10 and he is voluntarily waiving his right to have the Board file a formal Complaint and all of his rights
11 that would flow therefrom. These rights include representation by an attorney at his own expense, the
12 right to a public hearing on any charges or allegations formally filed, the right to confront and cross-
13 examine witnesses called to testify against him, the right to present evidence on his own behalf, the right
14 to testify on his own behalf, the right to obtain any other type of formal judicial review of this
15 matter, and any other rights which may be accorded to him pursuant the provisions of Chapters 233B,
16 622, 622A, and 633 of the NRS and the NAC. Dr. Pring is waiving all these rights in exchange for the
17 Board's acceptance of this Settlement Agreement and Order.

18 3. Should the Settlement Agreement and Order be rejected by the Board, it is agreed that
19 presentation to and consideration by the Board of such proposed Settlement Agreement and Order or
20 other documents or matters pertaining to the consideration of this Settlement Agreement and Order
21 shall not unfairly or illegally prejudice the Board or any of its members from further participation,
22 consideration, adjudication, or resolution of these proceedings and that no Board member shall be
23 disqualified or challenged for bias. Additionally, in the event the Settlement Agreement and Order is
24 rejected by the Board, it is agreed that all of Dr. Pring's rights to contest the charges against him shall
25 remain in full effect.

26 4. Dr. Pring and the Board acknowledge that NRS 633.691 provides immunity for the Board,
27 its employees, and its retained specialists from any potential action that might be brought by Dr. Pring
28 and that for the purposes of NRS 633.691, Dr. Pring acknowledges that the Board, its employees, and

1 its retained specialists have acted in good faith throughout the conduct of this matter. Dr. Pring and the
2 Board further acknowledge that NRS 633.691 provides osteopathic physicians such as Dr. Pring with
3 certain protections against administrative actions by the Board, which protections are inapplicable in
4 this matter.

5 5. Dr. Pring acknowledges that the Settlement Agreement and Order shall only become
6 effective after both the Board and he have duly executed it.

7 6. Dr. Pring enters into this Settlement Agreement and Order after being fully advised of his
8 rights and as to the consequences of this Settlement Agreement and Order. This Settlement Agreement
9 and Order embodies the entire agreement reached between the Board and Dr. Pring. It may not be
10 altered, amended, or modified without the express consent of the parties.

11 7. In an effort to avoid the cost and uncertainty of a hearing, the parties have agreed to a
12 compromised settlement of this matter. Dr. Pring admits that the facts contained in the “Pertinent
13 Facts” section constitute violations of Nevada Revised Statutes (NRS) 633.511(1)(a) (unprofessional
14 conduct). If the Board approves this Settlement Agreement and Order, it shall be deemed and
15 considered disciplinary action by the Board against Dr. Pring. Because of the nature of the discipline
16 imposed, this matter will not be reported to the National Practitioners Data Bank.

17 8. Both parties acknowledge that it is in the best interests of each to resolve this matter without
18 a full hearing on the merits because of the cost and risk involved for each party.

19 9. Both parties acknowledge that the Board has jurisdiction to consider and ratify this
20 settlement agreement and order because Dr. Pring is an osteopathic physician licensed by the Board.
21 Dr. Pring expressly, knowingly, and intentionally waives the 21-day notice requirement contained in
22 the Nevada Open Meeting Law and acknowledges that this settlement agreement and order may be
23 presented to the Board for its consideration and potential ratification at the Board’s meeting on March
24 10, 2020.

25 **STIPULATED ADJUDICATION**

26 Based upon the above acknowledgments of the parties and their mutual agreement, the parties
27 stipulate and agree that the following terms of discipline should be imposed by the Board in this matter:
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1. Dr. Pring shall pay the sum of \$150.00 as payment of the Board's actual costs for the investigation and prosecution of this matter and shall pay the sum of \$500.00 as a fine pursuant to NRS 633.651(1)(f). All sums shall be made by certified or cashier's check made payable to "Nevada State Board of Osteopathic Medicine," within thirty (30) days of the effective date of the Settlement Agreement and Order.

2. Dr. Pring shall receive a public letter of reprimand.

3. Dr. Pring shall meet with the Board or its representatives upon reasonable request and shall reasonably cooperate with such representatives in their supervision, monitoring, investigation, or auditing to assure compliance with the terms and conditions of this order.


4. Dr. Pring's failure to comply with any term or condition of this Settlement Agreement and Order may result in further discipline by the Board, up to and potentially including revocation of his license. The Board's staff may take any and all actions it deems necessary to collect any sums ordered that remain unpaid. If the Board's staff is required to pursue judicial action, it shall be entitled to recover its attorney's fees and costs incurred in pursuing such judicial action.

Signed this 10 day of March, 2020.

Respondent Jan Lester Pring, D.O.

Nevada State Board of Osteopathic Medicine

By 
Jan Lester Pring, D.O., Respondent

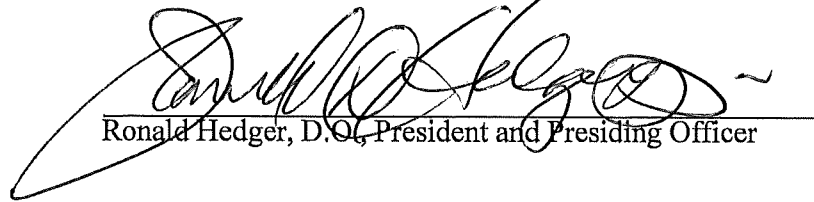
By 
Carla Perlotto, Ph.D.
Investigating Board Member

ORDER

1 WHEREAS, on March 10, 2020, the Nevada State Board of Osteopathic Medicine
2 approved and adopted the terms and conditions set forth in the Settlement Agreement and Order with
3 Jan Lester Pring, D.O. IT IS SO ORDERED.

4 SIGNED AND EFFECTIVE this 10 day of March, 2020.

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6 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

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Ronald Hedger, D.O., President and Presiding Officer

1 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**

2 IN THE MATTER OF:

) Case No.: PB1910001

3 JAN LESTER PRING, D.O.

NV STATE BOARD OF
OSTEOPATHIC MEDICINE

4 License No. DO1578

MAR 1 1 2020

5 RESPONDENT.

6
7 **CERTIFICATE OF SERVICE**

FILED

8 I hereby certify that on the 11th day of March, 2020, I served a copy of the ABOVE
9 Notice with attachment upon the parties to this matter, via U.S. Postal Service, postage
thereon prepaid, at their last known address on file with this Board.

10 Jan Lester Pring, D.O.

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13 An employee of the Nevada State Board of
14 Osteopathic Medicine

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