BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF:  
JAN LESTER PRING, D.O., License No. DO1578, Respondent. 

Case No. PB1910001 - SETTLEMENT AGREEMENT AND ORDER

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

PERTINENT FACTS

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

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

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

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

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

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

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

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

4. Dr. Pring and the Board acknowledge that NRS 633.691 provides immunity for the Board, its employees, and its retained specialists from any potential action that might be brought by Dr. Pring and that for the purposes of NRS 633.691, Dr. Pring acknowledges that the Board, its employees, and
its retained specialists have acted in good faith throughout the conduct of this matter. Dr. Pring and the
Board further acknowledge that NRS 633.691 provides osteopathic physicians such as Dr. Pring with
certain protections against administrative actions by the Board, which protections are inapplicable in
this matter.

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

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

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

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

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

**STIPULATED ADJUDICATION**

Based upon the above acknowledgments of the parties and their mutual agreement, the parties
stipulate and agree that the following terms of discipline should be imposed by the Board in this matter:
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 10th 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

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

SIGNED AND EFFECTIVE this 10 day of March, 2020.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

[Signature]

Ronald Hedger, D.O., President and Presiding Officer
BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF: Case No.: PB1910001

JAN LESTER PRING, D.O.

License No. DO1578

RESPONDENT.

NV STATE BOARD OF OSTEOPATHIC MEDICINE

MAR 1 1 2020

CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of March, 2020, I served a copy of the ABOVE 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.

Jan Lester Pring, D.O.

[Signature]

An employee of the Nevada State Board of Osteopathic Medicine