

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

3 * * * * *

4
5 **In the Matter of Charges and Complaint**

Case No. 22-38073-1

6 **Against:**

7 **JEFFREY DAVID GROSS, M.D.,**

8 **Respondent.**

FILED

APR 12 2022

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

9
10 **COMPLAINT**

11 The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners
12 (Board), by and through Donald K. White, J.D., Senior Deputy General Counsel and attorney for the
13 IC, having a reasonable basis to believe that Jeffrey David Gross, M.D., (Respondent) violated the
14 provisions of Nevada Revised Statutes (NRS) Chapter 630 and Nevada Administrative Code (NAC)
15 Chapter 630 (collectively, the Medical Practice Act), hereby issues its Complaint, stating the IC's
16 charges and allegations as follows:

17 1. Respondent was at all times relative to this Complaint a medical doctor holding an
18 active license to practice medicine in the State of Nevada (License No. 13807). Respondent was
19 originally licensed by the Board on February 1, 2011.

20 2. On or about January 23, 2018, an indictment was filed against Respondent in the
21 United States District Court for the Central District of California.

22 3. The indictment alleged that beginning on an unknown date, but no later than in or
23 about February 2008, and continuing through at least in or around June 2013, Respondent and others
24 conspired to commit 1) honest services mail fraud, pursuant to 18 USC §§ 1341 and 1346, honest
25 services wire fraud, pursuant to 18 USC §§ 1343 and 1346, and use of an interstate facility in aid of
26 bribery, pursuant to 18 USC § 1952(a).

27
28 ¹ The Investigative Committee of the Nevada State Board of Medical Examiners, at the time this formal
Complaint was authorized for filing, was composed of Board members Victor M. Muro, M.D., Aury Nagy, M.D., and
Ms. Maggie Arias-Petrel.

1 Respondent violated the public's trust in the medical community by disregarding the national code
2 of ethics when accepting kickbacks and bribes.

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

5 **COUNT III**

6 **NRS 630.301(11)(g) - Conviction of an Offense Involving Moral Turpitude**

7 14. All of the allegations contained in the above paragraphs are hereby incorporated
8 by reference as though fully set forth herein.

9 15. NRS 630.301(11)(g) provides that conviction of any offense involving moral
10 turpitude is grounds for initiating disciplinary action or denying licensure.

11 16. Respondent was convicted of the federal crime of being part of a conspiracy with
12 others taking kickbacks and bribes, in violation of 18 U.S.C. § 371, a felony.

13 17. The federal crime of being part of a conspiracy with other conspirators taking
14 kickbacks and bribes, in violation of 18 U.S.C. § 371, a felony, is behavior that gravely violates
15 the sentiments and accepted standards of the medical community and violates the public's trust in
16 the medical community as a whole in the State of Nevada because the offense involves a
17 physician's moral turpitude.

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

20 **COUNT IV**

21 **NRS 630.306(1)(b)(1) – Engaging in Conduct Which is Intended to Deceive**

22 19. All of the allegations contained in the above paragraphs are hereby incorporated by
23 reference as though fully set forth herein.

24 20. NRS 630.306(1)(b)(1) provides that engaging in any conduct which is intended to
25 deceive is grounds for disciplinary action.

26 21. Respondent violated Section 630.306(1)(b)(1) when the facts as acknowledged by
27 Respondent in the Plea Agreement indicate that he knew of the conduct in which he was partaking
28 against his patients and other agencies and individuals and he concealed material information

1 about the crime, and that he did not make known, as soon as possible, the crime to a proper legal
2 authority.

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

5 **WHEREFORE**, the Investigative Committee prays:

6 1. That the Board give Respondent notice of the charges herein against him and give
7 him notice that he may file an answer to the Complaint herein as set forth in
8 NRS 630.339(2) within twenty (20) days of service of the Complaint;

9 2. That the Board set a time and place for a formal hearing after holding an Early
10 Case Conference pursuant to NRS 630.339(3);

11 3. That the Board determine what sanctions to impose if it determines there has been
12 a violation or violations of the Medical Practice Act committed by Respondent;


13 4. That the Board award fees and costs for the investigation and prosecution of this
14 case as outlined in NRS 622.400;

15 5. That the Board make, issue and serve on Respondent its findings of fact,
16 conclusions of law and order, in writing, that includes the sanctions imposed; and

17 6. That the Board take such other and further action as may be just and proper in these
18 premises.

19 DATED this 12th day of April, 2022.

20
21 INVESTIGATIVE COMMITTEE OF THE
22 NEVADA STATE BOARD OF MEDICAL EXAMINERS

23 By: 
24 DONALD K. WHITE, J.D.
25 Senior Deputy General Counsel
26 9600 Gateway Drive
27 Reno, NV 89521
28 Tel: (775) 688-2559
Email: dwhite@medboard.nv.gov
Attorney for the Investigative Committee

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VERIFICATION

STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

Victor M. Muro, M.D., having been duly sworn, hereby deposes and states under penalty of perjury that he is the Chairman of the Investigative Committee of the Nevada State Board of Medical Examiners that authorized the Complaint against the Respondent herein; that he has read the foregoing Complaint; and that based upon information discovered in the course of the investigation into a complaint against Respondent, he believes that the allegations and charges in the foregoing Complaint against Respondent are true, accurate and correct.

DATED this 24 day of April, 2022.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: 
VICTOR M. MURO, M.D.
Chairman of the Investigative Committee

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

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5 **In the Matter of Charges and Complaint**

Case No. 22-38073-1

6 **Against:**

FILED

7 **JEFFREY DAVID GROSS, M.D.,**

SEP 16 2022

8 **Respondent.**

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, J.D., Senior Deputy General Counsel for the Board and
13 attorney for the IC, and Jeffrey David Gross, M.D. (Respondent), a licensed physician in Nevada,
14 assisted by his attorney, Kathleen T. Janssen, Esq., of the Law Offices of Cook & Kelesis, LTD.,
15 hereby enter into this Settlement Agreement (Agreement) based on the following:¹

16 **A. BACKGROUND**

17 1. Respondent is a medical doctor currently licensed in active status by the Board
18 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada
19 Administrative Code (NAC) (collectively, the Medical Practice Act) to practice medicine in
20 Nevada. His license was originally issued on February 1, 2011 (License No. 13807).

21 2. On April 12, 2022, in Case No. 22-38073-1, the IC filed a formal Complaint
22 (Complaint) charging Respondent with violating the Medical Practice Act. The Complaint alleges
23 one (1) violation of NRS 630.301(1) – Conviction of a Felony Relating to the Practice of
24 Medicine (Count I), one (1) violation of NRS 630.301(9) – Disreputable Conduct (Count II), one
25 (1) violation NRS 630.301(11)(g) – Conviction of an Offense Involving Moral Turpitude (Count
26

27 ¹ All agreements and admissions made by Respondent are solely for final disposition of this matter and any
28 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.

1 III), and one (1) violation of NRS 630.306(1)(b)(1) – Engaging in Conduct Which is Intended to
2 Deceive (Count IV). By reason of the foregoing, Respondent is subject to discipline by the Board
3 as provided in NRS 630.352. Respondent was properly served with a copy of this Complaint, has
4 reviewed and understands this Complaint, and has had the opportunity to consult with competent
5 counsel concerning the nature and significance of this Complaint.

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

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

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

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1 further understands and agrees that if the Board approves this Agreement, then the terms and
2 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 matters
5 with regard to the Complaint, Respondent and the IC hereby agree to the following terms and
6 conditions:

7 1. **Jurisdiction.** Respondent is, and at all times relevant to the Complaint has been, 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 represented by counsel, and wishes to resolve the matters
12 addressed herein with said 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 after deciding to
16 have a full consultation with and upon the advice 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.** As of the time of entering
28 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent

1 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in
2 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges
3 Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have merit
4 and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
5 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has
6 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
7 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent
8 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
9 effectuate this Agreement. Notably, the events underlying the formal Complaint and this
10 subsequent agreement do not indicate any patient harm occurred.

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.
14 Accordingly, the following terms and conditions are hereby agreed upon:

15 a. For the purposes of this Settlement Agreement, Respondent admits that
16 sufficient evidence exists to prove Count II, one (1) violation of NRS 630.301(9) – Disreputable
17 Conduct and Count III, one (1) violation NRS 630.301(11)(g) – Conviction of an Offense
18 Involving Moral Turpitude and agrees that the Board may enter a finding that he violated Counts
19 II and III.

20 b. Respondent's license to practice medicine in the State of Nevada shall be
21 suspended with the suspension to be immediately stayed. Respondent's license shall be subject to
22 suspension upon a term of probation for a period of forty-eight (48) months from the date of the
23 Board's acceptance, adoption, and approval of this Agreement (Probationary Period). Respondent
24 must complete the following terms and conditions within the Probationary Period and demonstrate
25 compliance to the good faith satisfaction of the Board before or within forty-eight (48) months,
26 including but not limited to, payment in full of costs and fees imposed, and at that time he may
27 petition the Board to lift the probationary status of his license. If Respondent fails to demonstrate
28 compliance with the terms and conditions of this Agreement, or otherwise violates the terms of

1 this Agreement or the Medical Practice Act, the IC shall be authorized to immediately suspend
2 Respondent's license to practice medicine in Nevada pending an Order to Show Cause Hearing on
3 immediate suspension of his license, which hearing will be duly noticed.

4 c. Respondent shall successfully complete all requirements as established by
5 the United States District Court Central District of California in Case No. 8:18-cr-00014-JLS and
6 the rules and regulations of the United States Probation & Pretrial Services Office and the Second
7 Amended General Order 20-04. Respondent agrees he shall submit to the Board any and all
8 documentation (of which he has the legal ability to obtain) regarding the terms, requirements and
9 compliance of his supervised release, including but not limited to, reports from the United States
10 Probation & Pretrial Services Office. Respondent agrees that if he fails to complete his supervised
11 release in his criminal matter or is dishonorably discharged from his supervised release, the IC
12 shall be authorized to immediately suspend Respondent's license to practice medicine in Nevada
13 pending an Order to Show Cause Hearing, which will be duly noticed.

14 d. Respondent shall submit to and pass all five (5) sections of the Ethics and
15 Boundaries Assessment Services (EBAS) examination within one hundred twenty (120) days of
16 the Board's approval of this agreement, which examination shall be paid for at the expense of the
17 Respondent.

18 e. Respondent shall pay the costs and expenses incurred in the investigation
19 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,
20 adoption and approval of this Agreement, the current amount being seven hundred two dollars and
21 seventy-three cents (\$702.73).

22 f. Respondent shall pay a fine of two thousand five hundred dollars
23 (\$2,500.00) for Count II and two thousand five hundred dollars (\$2,500.00) for Count III, for a
24 total fine of five thousand dollars (\$5,000.00) to be paid in five (5) equal payments of one
25 thousand dollars (\$1,000.00). The first payment is due on or before December 1, 2022, with each
26 successive payment due on or before the first of each month thereafter, and must be paid in full on
27 or before April 1, 2023, upon the Board's acceptance, adoption and approval of this Agreement.

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1 g. Respondent shall perform twenty (20) hours of Continuing Medical
2 Education (CME), related to the subject matter of ethics, in addition to the required CMEs for
3 licensure. These CME hours must be completed within six (6) months of the Board's acceptance,
4 adoption and approval of this Agreement.

5 h. Respondent shall perform three hundred (300) hours of community service
6 without compensation pursuant to the terms and conditions set forth in the attached community
7 service proposal. The 300 hours must be completed within the probationary period of 48 months
8 upon the Board's acceptance, adoption and approval of this Agreement.

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

11 j. Respondent shall receive a Public Letter of Reprimand.

12 k. Counts I and IV, and any other claims arising from the Board's
13 corresponding investigative case file, shall be dismissed with prejudice.

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

26 7. Procedure for Adoption of Agreement. The IC and counsel for the IC shall
27 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
28 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of

1 this Agreement, counsel for the IC may communicate directly with the Board staff and the
2 adjudicating members of the Board.

3 Respondent acknowledges that such contacts and communications may be made or
4 conducted ex-parte, without notice or opportunity to be heard on his part until the public Board
5 meeting where this Agreement is discussed, and that such contacts and communications may
6 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and
7 all information of every nature whatsoever related to this matter. The IC and its counsel agree that
8 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this
9 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
10 IC or the IC's counsel.

11 8. **Effect of Acceptance of Agreement by Board.** In the event the Board accepts,
12 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
13 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed
14 and all remaining claims arising out of the Complaint shall be dismissed with prejudice.

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

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

26 11. **Forum Selection Clause.** The parties agree that in the event either party is
27 required to seek enforcement of this Agreement in district court, the party's consent to such

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1 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,
2 State of Nevada, Washoe County.


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

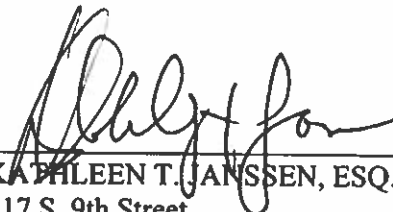
6 13. Failure to Comply with Terms. Should Respondent fail to comply with any term
7 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
8 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
9 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.
10 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
11 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
12 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
13 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
14 condition of this Agreement may subject Respondent to civil collection efforts.

15 DATED this 16th day of August, 2022. DATED this 11th day of August, 2022.

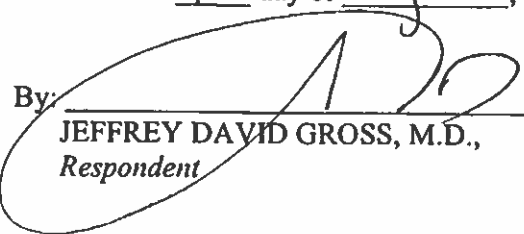
16 INVESTIGATIVE COMMITTEE OF THE
17 NEVADA STATE BOARD OF MEDICAL
18 EXAMINERS

COOK & KELESIS, LTD.

19 By: 
20 DONALY K. WHITE, J.D.
21 Senior Deputy General Counsel
22 9600 Gateway Drive
23 Reno, NV 89521
24 Tel: (775) 688-2559
25 Email: dwhite@medboard.nv.gov
26 Attorney for the Investigative Committee

By: 
KATHLEEN T. JANSSEN, ESQ.
517 S. 9th Street
Las Vegas, NV 89101
Tel: (702) 737-7702
Email: kjanssen@bckltd.com
Attorney for Respondent

25 DATED this 1st day of August, 2022.

26
27 By: 
28 JEFFREY DAVID GROSS, M.D.,
Respondent

OFFICE OF THE GENERAL COUNSEL
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ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 22-38073-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 16th day of September, 2022.

DATED this 16th day of September, 2022.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: VM Muro MD
VICTOR M. MURO, M.D.
Board President

COMMUNITY SERVICE PROPOSAL
(required hours: 240)

Jeffrey D. Gross, M.D.
NSBME Case No. 22-38073-1

The following is a non-exhaustive list of the types of community service that may be provided by Dr. Gross to satisfy the 300 hours of community service requirement which is referenced at paragraph 5.h. of page 6 to the *Settlement Agreement* in Case No. 22-38073-1:

1. Provide free lecture to physician groups and other health care specialists regarding spine surgery or general surgery matters.
2. Provide surgical or non-surgical clinical patient care to indigent patients throughout the State of Nevada, at no cost.
3. Assist rural hospitals to develop new spine surgery or general surgery-based services.
4. Provide free public seminars to citizen groups on spine surgery or general surgery related topics.
5. Provide free lectures on spine surgery or general surgical issues to hospitals, clinics, and/or nursing home staff and/or patients.
6. Attend local health fairs, public television or radio shows, telethons, or other similar gathering, events, or shows and provide free lectures, discussions, question and answer sessions, or facilitate discussions on spine surgery, general surgery, or other medical related topics.
7. Provide no cost "case review" for local physicians who are treating indigent patients.
8. Provide surgical and non-surgical patient care to indigent patients in the rural areas of Nevada.
9. Provide second opinions and assistance, without compensation, to other physicians providing free services or services at reduced fees.
10. Provide surgical and non-surgical patient care, without compensation, in disaster relief / emergency situations in Nevada.
11. Volunteering to provide medical/surgical related services with religious/charitable organizations in Nevada.

12. Volunteering for a nonprofit of his choice.

**NOTICE OF INTENT TO PROVIDE AND PROOF OF COMPLIANCE
WITH COMMUNITY SERVICE REQUIREMENTS**

Except as otherwise provided herein, Dr. Gross agrees to submit written notification, via email, to Johnna LaRue, Compliance Officer, for the NSBME of any community service that he desires to perform to complete his 300 hours of community service. Ms. LaRue then has three (3) calendar days to provide any written comment or concerns, via email, to Dr. Gross pertaining to the proposed community service. If Dr. Gross does not receive any such written comments or concerns from Ms. LaRue, Dr. Gross may proceed to perform the proposed community service.

With regards to the community service referenced in paragraphs 2, 7, 8, 9, 10, and 11 above, prior written notification and pre-approval of the same is not required where time constraints are an issue or prohibit the same, including, but not limited to, emergency care being provided by Dr. Gross.

With regards to the community service referenced in paragraph 3 (“Assist rural hospitals to develop new spine surgery or general surgery-based services”), Dr. Gross agrees to submit written notification, via email, to Ms. LaRue of the proposed itinerary/schedule with regards to providing rural hospitals to develop new spine surgery or general surgery based services.

Proof of compliance of any community service required under this community service proposal shall be submitted in writing (can be scanned and emailed) directly to Ms. LaRue of the NSBME. Such written proof shall contain the following information: a description of what the community service consisted of; identify any organization, group, or individual that was the recipient of the community service; identify when and where the community service was performed; and describe the number of hours provided.