

Amendment No. 29

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| Senate Amendment to Senate Bill No. 100 | (BDR 54-153) |
| Proposed by: Senate Committee on Commerce and Labor | |
| Amends: Summary: No Title: No Preamble: No Joint Sponsorship: No Digest: Yes | |

Adoption of this amendment will MAINTAIN the 2/3s majority vote requirement for final passage of S.B. 100 (§ 2).

| ASSEMBLY ACTION | | | | Initial and Date | SENATE ACTION | | | | Initial and Date |
|-----------------|--------------------------|------|--------------------------|------------------|---------------|--------------------------|------|--------------------------|------------------|
| Adopted | <input type="checkbox"/> | Lost | <input type="checkbox"/> | _____ | Adopted | <input type="checkbox"/> | Lost | <input type="checkbox"/> | _____ |
| Concurred In | <input type="checkbox"/> | Not | <input type="checkbox"/> | _____ | Concurred In | <input type="checkbox"/> | Not | <input type="checkbox"/> | _____ |
| Receded | <input type="checkbox"/> | Not | <input type="checkbox"/> | _____ | Receded | <input type="checkbox"/> | Not | <input type="checkbox"/> | _____ |

EXPLANATION: Matter in (1) *blue bold italics* is new language in the original bill; (2) variations of green bold underlining is language proposed to be added in this amendment; (3) ~~red-strikethrough~~ is deleted language in the original bill; (4) ~~purple double strikethrough~~ is language proposed to be deleted in this amendment; (5) orange double underlining is deleted language in the original bill proposed to be retained in this amendment.

SRF/EWR



Date: 4/8/2021

S.B. No. 100—Enacts provisions governing the interstate practice of physical therapy. (BDR 54-153)



SENATE BILL NO. 100—SENATOR SEEVERS GANSERT

FEBRUARY 4, 2021

Referred to Committee on Commerce and Labor

SUMMARY—Enacts provisions governing the interstate practice of physical therapy. (BDR 54-153)

FISCAL NOTE: Effect on Local Government: No.
Effect on the State: Yes.

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EXPLANATION – Matter in ***bolded italics*** is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to physical therapy; enacting and entering into the Physical Therapy Licensure Compact; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

The Physical Therapy Licensure Compact is an interstate compact that allows a person who is licensed as a physical therapist or physical therapist assistant in a state that is a member of the Compact to practice as a physical therapist or physical therapist assistant in other states that are members of the Compact. In order to practice as a physical therapist or physical therapist assistant under the Compact, the Compact requires a physical therapist or physical therapist assistant to: (1) hold a license in his or her home state; (2) have no encumbrances on his or her license; (3) be eligible to practice under the Compact; (4) have had no adverse actions taken against any license or authority to practice under the Compact within the previous 2 years; (5) notify the Physical Therapy Compact Commission that he or she is seeking to practice under the Compact in another state; (6) pay any applicable fees; (7) meet any requirements in the state in which he or she seeks to practice under the Compact; and (8) report any adverse action taken against him or her within 30 days after the date the adverse action is taken. The Compact authorizes a member state to take adverse action against a physical therapist or physical therapist assistant practicing in the member state under the Compact. The Compact requires member states to create and establish a joint public agency called the Physical Therapy Compact Commission. The Commission is required to: (1) establish bylaws; (2) make rules that facilitate and coordinate implementation and administration of the Compact; (3) hold meetings, which may be closed under certain conditions; (4) develop, maintain and use a coordinated database and reporting system; and (5) resolve disputes related to the Compact among states that are members of the Compact. The Commission is additionally authorized to levy and collect an annual assessment from each state that is a member of the Compact. **Section 2** of this bill enacts the Physical Therapy Licensure Compact, thereby joining Nevada as a member state.

~~[Existing law creates the Nevada Physical Therapy Board to license and regulate physical therapists and physical therapist assistants in this State. (Chapter 640 of NRS) Section 4 of this bill requires the Nevada Physical Therapy Board to issue a written authorization to practice as a physical therapist or physical therapist assistant to each person who proves to the Board that he or she is qualified to practice as such under the Compact.] Section 3 of this bill deems [such a written authorization] **practicing as a physical therapist or physical therapist assistant under the Compact** to be [the] equivalent ~~to practicing under a license [under]~~ **issued by the Nevada Law.** Section 5 of this bill makes a conforming change~~

~~as a result of the provisions added in section]~~ **Physical Therapy Board. Section 4. [] of this bill requires a physical therapist practicing under the Compact to display proof that he or she is authorized to practice under the Compact in the same manner as a licensed physical therapist is required to display his or her license. Sections 6-12 of this bill replace the term “registered physical therapist” with the term “licensed physical therapist” to reflect current terminology used in existing law governing the practice of physical therapy and this bill.**

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Chapter 640 of NRS is hereby amended by adding thereto the provisions set forth as sections 2 and 3 of this act.

Sec. 2. *The Physical Therapy Licensure Compact, set forth in this section, is hereby enacted into law and entered into with all other jurisdictions legally joining the Compact, in substantially the form set forth in this section:*

PHYSICAL THERAPY LICENSURE COMPACT

ARTICLE I. PURPOSE

The purpose of this Compact is to facilitate interstate practice of physical therapy with the goal of improving public access to physical therapy services. The practice of physical therapy occurs in the state where the patient or client is located at the time of the patient or client encounter. The Compact preserves the regulatory authority of states to protect public health and safety through the current system of state licensure.

This Compact is designed to achieve the following objectives:

- 1. Increase public access to physical therapy services by providing for the mutual recognition of other member state licenses;*
- 2. Enhance the states' ability to protect the public's health and safety;*
- 3. Encourage the cooperation of member states in regulating multistate physical therapy practice;*
- 4. Support spouses of relocating military members;*
- 5. Enhance the exchange of licensure, investigative and disciplinary information between member states; and*
- 6. Allow a remote state to hold a provider of services with a compact privilege in that state accountable to that state's practice standards.*

ARTICLE II. DEFINITIONS

As used in this Compact, and except as otherwise provided, the following definitions apply:

1. “Active duty military” means full-time duty status in the active uniformed service of the United States, including, without limitation, members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. §§ 1209 and 1211.

2. “Adverse action” means disciplinary action taken by a physical therapy licensing board based upon misconduct, unacceptable performance or a combination of both.

1 3. *“Alternative program” means a nondisciplinary monitoring or practice*
2 *remediation process approved by a physical therapy licensing board. This*
3 *includes, without limitation, substance abuse issues.*

4 4. *“Compact privilege” means the authorization granted by a remote state*
5 *to allow a licensee from another member state to practice as a physical therapist*
6 *or work as a physical therapist assistant in the remote state under its laws and*
7 *rules. The practice of physical therapy occurs in the member state where the*
8 *patient or client is located at the time of the patient or client encounter.*

9 5. *“Continuing competence” means a requirement, as a condition of license*
10 *renewal, to provide evidence of participation in, or completion of, educational*
11 *and professional activities relevant to practice or area of work.*

12 6. *“Data system” means a repository of information about licensees,*
13 *including, without limitation, examination, licensure, investigative, compact*
14 *privilege and adverse action.*

15 7. *“Encumbered license” means a license that a physical therapy licensing*
16 *board has limited in any way.*

17 8. *“Executive Board” means a group of directors elected or appointed to act*
18 *on behalf of, and within the powers granted to them by, the Commission.*

19 9. *“Home state” means the member state that is the licensee’s primary state*
20 *of residence.*

21 10. *“Investigative information” means information, records and documents*
22 *received or generated by a physical therapy licensing board pursuant to an*
23 *investigation.*

24 11. *“Jurisprudence requirement” means the assessment of an individual’s*
25 *knowledge of the laws and rules governing the practice of physical therapy in a*
26 *state.*

27 12. *“Licensee” means an individual who currently holds an authorization*
28 *from the state to practice as a physical therapist or to work as a physical therapist*
29 *assistant.*

30 13. *“Member state” means a state that has enacted the Compact.*

31 14. *“Party state” means any member state in which a licensee holds a*
32 *current license or compact privilege or is applying for a license or compact*
33 *privilege.*

34 15. *“Physical therapist” means an individual who is licensed by a state to*
35 *practice physical therapy.*

36 16. *“Physical therapist assistant” means an individual who is licensed or*
37 *certified by a state and who assists the physical therapist in selected components*
38 *of physical therapy.*

39 17. *“Physical therapy,” “physical therapy practice” and “the practice of*
40 *physical therapy” mean the care and services provided by or under the direction*
41 *and supervision of a licensed physical therapist.*

42 18. *“Physical Therapy Compact Commission” or “Commission” means the*
43 *national administrative body whose membership consists of all states that have*
44 *enacted the Compact.*

45 19. *“Physical therapy licensing board” or “licensing board” means the*
46 *agency of a state that is responsible for the licensing and regulation of physical*
47 *therapists and physical therapist assistants.*

48 20. *“Remote state” means a member state, other than the home state, where*
49 *a licensee is exercising or seeking to exercise the compact privilege.*

50 21. *“Rule” means a regulation, principle or directive promulgated by the*
51 *Commission that has the force of law.*

52 22. *“State” means any state, commonwealth, district or territory of the*
53 *United States of America that regulates the practice of physical therapy.*

ARTICLE III. STATE PARTICIPATION IN THE COMPACT

1. To participate in the Compact, a state must:

(a) Participate fully in the Commission's data system, including, without limitation, using the Commission's unique identifier as defined in rules;

(b) Have a mechanism in place for receiving and investigating complaints about licensees;

(c) Notify the Commission, in compliance with the terms of the Compact and rules, of any adverse action or the availability of investigative information regarding a licensee;

(d) Fully implement a criminal background check requirement, within a time frame established by rule, by receiving the results of the Federal Bureau of Investigation record search on criminal background checks and use the results in making licensure decisions in accordance with subsection 2;

(e) Comply with the rules of the Commission;

(f) Utilize a recognized national examination as a requirement for licensure pursuant to the rules of the Commission; and

(g) Have continuing competence requirements as a condition for license renewal.

2. Upon adoption of this Compact, the member state may obtain biometric-based information from each physical therapy licensure applicant and submit this information to the Federal Bureau of Investigation for a criminal background check in accordance with 28 U.S.C. § 534 and 34 U.S.C. § 40316.

3. A member state shall grant the compact privilege to a licensee holding a valid unencumbered license in another member state in accordance with the terms of the Compact and rules.

4. Member states may charge a fee for granting a compact privilege.

ARTICLE IV. COMPACT PRIVILEGE

1. To exercise the compact privilege under the terms and provisions of the Compact, the licensee shall:

(a) Hold a license in the home state;

(b) Have no encumbrance on any state license;

(c) Be eligible for a compact privilege in any member state in accordance with subsections 4, 7 and 8;

(d) Have not had any adverse action against any license or compact privilege within the previous 2 years;

(e) Notify the Commission that the licensee is seeking the compact privilege within a remote state;

(f) Pay any applicable fees, including, without limitation, any state fee, for the compact privilege;

(g) Meet any jurisprudence requirements established by the remote state in which the licensee is seeking a compact privilege; and

(h) Report to the Commission adverse action taken by any nonmember state within 30 days from the date the adverse action is taken.

2. The compact privilege is valid until the expiration date of the home license. The licensee must comply with the requirements of subsection 1 to maintain the compact privilege in the remote state.

3. A licensee providing physical therapy in a remote state under the compact privilege shall function within the laws and regulations of the remote state.

1 4. A licensee providing physical therapy in a remote state is subject to that
2 state's regulatory authority. A remote state may, in accordance with due process
3 and that state's laws, remove a licensee's compact privilege in the remote state for
4 a specific period of time, impose fines or take any other necessary actions to
5 protect the health and safety of its citizens. The licensee is not eligible for a
6 compact privilege in any state until the specific time for removal has passed and
7 all fines are paid.

8 5. If a home state license is encumbered, the licensee shall lose the compact
9 privilege in any remote state until the following occur:

10 (a) The home state license is no longer encumbered; and

11 (b) Two years have elapsed from the date of the adverse action.

12 6. Once an encumbered license in the home state is restored to good
13 standing, the licensee shall meet the requirements of subsection 1 to obtain a
14 compact privilege in any remote state.

15 7. If a licensee's compact privilege in any remote state is removed, the
16 individual shall lose the compact privilege in any remote state until the following
17 occur:

18 (a) The specific period of time for which the compact privilege was removed
19 has ended;

20 (b) All fines have been paid; and

21 (c) Two years have elapsed from the date of the adverse action.

22 8. Once the requirements of subsection 7 have been met, the licensee shall
23 meet the requirements in subsection 1 to obtain a compact privilege in a remote
24 state.

25 26 ARTICLE V. ACTIVE DUTY MILITARY 27 PERSONNEL OR THEIR SPOUSES

28
29 A licensee who is active duty military or is the spouse of an individual who is
30 active duty military may designate one of the following as the home state:

31 1. Home of record;

32 2. Permanent change of station; or

33 3. State of current residence if it is different from the permanent change of
34 station state or home of record.

35 36 ARTICLE VI. ADVERSE ACTIONS

37
38 1. A home state has the exclusive power to impose adverse action against a
39 license issued by the home state.

40 2. A home state may take adverse action based on the investigative
41 information of a remote state, if the home state follows its own procedures for
42 imposing adverse action.

43 3. This Compact does not override a member state's decision that
44 participation in an alternative program may be used in lieu of adverse action and
45 that such participation must remain nonpublic if required by the member state's
46 laws. Member states shall require licensees who enter any alternative programs
47 in lieu of discipline to agree not to practice in any other member state during the
48 term of the alternative program without prior authorization from such other
49 member state.

50 4. Any member state may investigate actual or alleged violations of the
51 statutes and rules authorizing the practice of physical therapy in any other
52 member state in which a physical therapist or physical therapist assistant holds a
53 license or compact privilege.

1 5. *A remote state may:*

2 (a) *Take adverse actions as set forth in subsection 4 of article IV against a*
3 *licensee's compact privilege in the state.*

4 (b) *Issue subpoenas for both hearings and investigations which require the*
5 *attendance and testimony of witnesses and the production of evidence. Subpoenas*
6 *issued by a physical therapy licensing board in a party state for the attendance*
7 *and testimony of witnesses or the production of evidence from another party state*
8 *must be enforced in the latter state by any court of competent jurisdiction,*
9 *according to the practice and procedure of that court applicable to subpoenas*
10 *issued in proceedings pending before it. The issuing authority shall pay any*
11 *witness fees, travel expenses, mileage and other fees required by the service*
12 *statutes of the state where the witnesses or evidence are located.*

13 (c) *If otherwise permitted by state law, recover from the licensee the costs of*
14 *investigations and disposition of cases resulting from any adverse action taken*
15 *against that licensee.*

16 6. *Joint Investigations.*

17 (a) *In addition to the authority granted to a member state by its respective*
18 *physical therapy practice act or other applicable state law, a member state may*
19 *participate with other member states in joint investigations of licensees.*

20 (b) *Member states shall share any investigative, litigation or compliance*
21 *materials in furtherance of any joint or individual investigation initiated under*
22 *the Compact.*

23
24 **ARTICLE VII. ESTABLISHMENT OF THE PHYSICAL**
25 **THERAPY COMPACT COMMISSION**

26
27 1. *The Compact member states hereby create and establish a joint public*
28 *agency known as the Physical Therapy Compact Commission:*

29 (a) *The Commission is an instrumentality of the Compact member states.*

30 (b) *Venue is proper and judicial proceedings by or against the Commission*
31 *must be brought solely and exclusively in a court of competent jurisdiction where*
32 *the principal office of the Commission is located. The Commission may waive*
33 *venue and jurisdictional defenses to the extent it adopts or consents to participate*
34 *in alternative dispute resolution proceedings.*

35 (c) *This Compact must not be construed to be a waiver of sovereign*
36 *immunity.*

37 2. *Membership, voting and meetings.*

38 (a) *Each member state is limited to one delegate selected by that member*
39 *state's licensing board.*

40 (b) *The delegate shall be a current member of the licensing board and be a*
41 *physical therapist, physical therapist assistant, public member or the board*
42 *administrator.*

43 (c) *Any delegate may be removed or suspended from office as provided by the*
44 *law of the state from which the delegate is appointed.*

45 (d) *The member state board shall fill any vacancy occurring in the*
46 *Commission.*

47 (e) *Each delegate shall be entitled to one vote with regard to the*
48 *promulgation of rules and creation of bylaws and shall otherwise have an*
49 *opportunity to participate in the business and affairs of the Commission.*

50 (f) *A delegate shall vote in person or by such other means as provided in the*
51 *bylaws. The bylaws may provide for delegates' participation in meetings by*
52 *telephone or other means of communication.*

1 (g) *The Commission shall meet at least once during each calendar year.*
2 *Additional meetings must be held as set forth in the bylaws.*

3 3. *The Commission shall have the following powers and duties:*

4 (a) *Establish the fiscal year of the Commission;*

5 (b) *Establish bylaws;*

6 (c) *Maintain its financial records in accordance with the bylaws;*

7 (d) *Meet and take such actions as are consistent with the provisions of this*
8 *Compact and the bylaws;*

9 (e) *Promulgate uniform rules to facilitate and coordinate implementation*
10 *and administration of this Compact with such rules having the force and effect of*
11 *law and being binding in all member states;*

12 (f) *Bring and prosecute legal proceedings or actions in the name of the*
13 *Commission, provided that the standing of any state physical therapy licensing*
14 *board to sue or be sued under applicable law shall not be affected;*

15 (g) *Purchase and maintain insurance and bonds;*

16 (h) *Borrow, accept or contract for services of personnel, including, without*
17 *limitation, employees of a member state;*

18 (i) *Hire employees, elect or appoint officers, fix compensation, define duties,*
19 *grant such individuals appropriate authority to carry out the purposes of the*
20 *Compact and establish the Commission's personnel policies and programs*
21 *relating to conflicts of interest, qualifications of personnel and other related*
22 *personnel matters;*

23 (j) *Accept any and all appropriate donations and grants of money,*
24 *equipment, supplies, materials and services and receive, utilize and dispose of the*
25 *same, provided that at all times the Commission shall avoid any appearance of*
26 *impropriety or conflict of interest;*

27 (k) *Lease, purchase, accept appropriate gifts or donations of, or otherwise*
28 *own, hold, improve or use, any property, real, personal or mixed, provided that at*
29 *all times the Commission shall avoid any appearance of impropriety;*

30 (l) *Sell, convey, mortgage, pledge, lease, exchange, abandon or otherwise*
31 *dispose of any property real, personal or mixed;*

32 (m) *Establish a budget and make expenditures;*

33 (n) *Borrow money;*

34 (o) *Appoint committees, including, without limitation, standing committees*
35 *composed of members, state regulators, state legislators or their representatives,*
36 *consumer representatives and such other interested persons as may be designated*
37 *in this Compact and the bylaws;*

38 (p) *Provide and receive information from, and cooperate with, law*
39 *enforcement agencies;*

40 (q) *Establish and elect an Executive Board; and*

41 (r) *Perform such other functions as may be necessary or appropriate to*
42 *achieve the purposes of this Compact consistent with the state regulation of*
43 *physical therapy licensure and practice.*

44 4. *The Executive Board may act on behalf of the Commission according to*
45 *the terms of this Compact:*

46 (a) *The Executive Board shall be composed of nine members:*

47 (1) *Seven voting members who are elected by the Commission from the*
48 *current membership of the Commission;*

49 (2) *One ex officio, nonvoting member from the recognized national*
50 *physical therapy professional association; and*

51 (3) *One ex officio, nonvoting member from the recognized membership*
52 *organization of the physical therapy licensing boards.*

1 (b) *The ex officio members shall be selected by their respective*
2 *organizations.*

3 (c) *The Commission may remove any member of the Executive Board as*
4 *provided in the bylaws.*

5 (d) *The Executive Board shall meet at least annually.*

6 (e) *The Executive Board shall:*

7 (1) *Recommend to the entire Commission changes to the rules or bylaws,*
8 *changes to this Compact legislation, fees paid by Compact member states,*
9 *including, without limitation, annual dues, and any Commission Compact fee*
10 *charged to licensees for the compact privilege;*

11 (2) *Ensure Compact administration services are appropriately provided,*
12 *contractual or otherwise;*

13 (3) *Prepare and recommend the budget;*

14 (4) *Maintain financial records on behalf of the Commission;*

15 (5) *Monitor Compact compliance of member states and provide*
16 *compliance reports to the Commission;*

17 (6) *Establish additional committees as necessary; and*

18 (7) *Other duties as provided in the rules or bylaws.*

19 5. *Meetings of the Commission.*

20 (a) *All meetings shall be open to the public, and public notice of meetings*
21 *must be given in the same manner as required under the rulemaking provisions*
22 *in article IX.*

23 (b) *The Commission or the Executive Board or other committees of the*
24 *Commission may convene in a closed, nonpublic meeting if the Commission or*
25 *Executive Board or other committees of the Commission must discuss:*

26 (1) *Noncompliance of a member state with its obligations under the*
27 *Compact;*

28 (2) *The employment, compensation, discipline or other matters, practices*
29 *or procedures related to specific employees or other matters related to the*
30 *Commission's internal personnel practices and procedures;*

31 (3) *Current, threatened or reasonably anticipated litigation;*

32 (4) *Negotiation of contracts for the purchase, lease or sale of goods,*
33 *services or real estate;*

34 (5) *Accusing any person of a crime or formally censuring any person;*

35 (6) *Disclosure of trade secrets or commercial or financial information*
36 *that is privileged or confidential;*

37 (7) *Disclosure of information of a personal nature if the disclosure*
38 *would constitute a clearly unwarranted invasion of personal privacy;*

39 (8) *Disclosure of investigative records compiled for law enforcement*
40 *purposes;*

41 (9) *Disclosure of information related to any investigative reports*
42 *prepared by or on behalf of or for use of the Commission or other committee*
43 *charged with responsibility of investigation or determination of compliance issues*
44 *pursuant to the Compact; or*

45 (10) *Matters specifically exempted from disclosure by federal or member*
46 *state statute.*

47 (c) *If a meeting, or portion of a meeting, is closed pursuant to this provision,*
48 *the Commission's legal counsel or designee shall certify that the meeting may be*
49 *closed and shall reference each relevant exempting provision.*

50 (d) *The Commission shall keep minutes that fully and clearly describe all*
51 *matters discussed in a meeting and shall provide a full and accurate summary of*
52 *actions taken, and the reasons therefore, including, without limitation, a*
53 *description of the views expressed. All documents considered in connection with*

1 *an action must be identified in such minutes. All minutes and documents of a*
2 *closed meeting must remain under seal, subject to release by a majority vote of*
3 *the Commission or order of a court of competent jurisdiction.*

4 *6. Financing of the Commission.*

5 *(a) The Commission shall pay, or provide for the payment of, the reasonable*
6 *expenses of its establishment, organization and ongoing activities.*

7 *(b) The Commission may accept any and all appropriate revenue sources,*
8 *donations and grants of money, equipment, supplies, materials and services.*

9 *(c) The Commission may levy on and collect an annual assessment from*
10 *each member state or impose fees on other parties to cover the cost of the*
11 *operations and activities of the Commission and its staff, which must be in a total*
12 *amount sufficient to cover its annual budget as approved each year for which*
13 *revenue is not provided by other sources. The aggregate annual assessment*
14 *amount must be allocated based upon a formula to be determined by the*
15 *Commission, which shall promulgate a rule binding upon all member states.*

16 *(d) The Commission shall not incur obligations of any kind prior to securing*
17 *the funds adequate to meet the same, nor shall the Commission pledge the credit*
18 *of any of the member states, except by and with the authority of the member state.*

19 *(e) The Commission shall keep accurate accounts of all receipts and*
20 *disbursements. The receipts and disbursements of the Commission are subject to*
21 *the audit and accounting procedures established under its bylaws. However, all*
22 *receipts and disbursements of funds handled by the Commission must be audited*
23 *yearly by a certified or licensed public accountant, and the report of the audit*
24 *shall be included in and become part of the annual report of the Commission.*

25 *7. Qualified immunity, defense and indemnification.*

26 *(a) The members, officers, executive director, employees and representatives*
27 *of the Commission shall be immune from suit and liability, either personally or in*
28 *their official capacity, for any claim for damage to or loss of property or personal*
29 *injury or other civil liability caused by or arising out of any actual or alleged act,*
30 *error or omission that occurred, or that the person against whom the claim is*
31 *made had a reasonable basis for believing occurred within the scope of*
32 *Commission employment, duties or responsibilities, provided that nothing in this*
33 *paragraph shall be construed to protect any such person from suit or liability for*
34 *any damage, loss, injury or liability caused by the intentional, willful or wanton*
35 *misconduct of that person.*

36 *(b) The Commission shall defend any member, officer, executive director,*
37 *employee or representative of the Commission in any civil action seeking to*
38 *impose liability arising out of any actual or alleged act, error or omission that*
39 *occurred within the scope of Commission employment, duties or responsibilities,*
40 *or that the person against whom the claim is made had a reasonable basis for*
41 *believing occurred within the scope of Commission employment, duties or*
42 *responsibilities, provided that this paragraph may not be construed to prohibit*
43 *that person from retaining his or her own counsel, and provided further that the*
44 *actual or alleged act, error or omission did not result from that person's*
45 *intentional, willful or wanton misconduct.*

46 *(c) The Commission shall indemnify and hold harmless any member, officer,*
47 *executive director, employee or representative of the Commission for the amount*
48 *of any settlement or judgment obtained against that person arising out of any*
49 *actual or alleged act, error or omission that occurred within the scope of*
50 *Commission employment, duties or responsibilities, or that such person had a*
51 *reasonable basis for believing occurred within the scope of Commission*
52 *employment, duties or responsibilities, provided that the actual or alleged act,*

error or omission did not result from the intentional, willful or wanton misconduct of that person.

(d) Nothing in this Compact provides immunity from civil or criminal liability for any act, error or omission from negligent conduct or intentional misconduct by any physical therapist or physical therapist assistant.

ARTICLE VIII. DATA SYSTEM

1. The Commission shall provide for the development, maintenance and utilization of a coordinated database and reporting system containing licensure, adverse action and investigative information on all licensed individuals in member states.

2. Notwithstanding any other provision of state law to the contrary, a member state shall submit a uniform data set to the data system on all individuals to whom this Compact is applicable as required by the rules of the Commission, including, without limitation:

(a) Identifying information;

(b) Licensure data;

(c) Adverse actions against a license or compact privilege;

(d) Nonconfidential information related to alternative program participation;

(e) Any denial of application for licensure and the reason for such denial; and

(f) Other information that may facilitate the administration of this Compact, as determined by the rules of the Commission.

3. Investigative information pertaining to a licensee in any member state will only be available to other party states.

4. The Commission shall promptly notify all member states of any adverse action taken against a licensee or an individual applying for a license. Adverse action information pertaining to a licensee in any member state will be available to any other member state.

5. Member states contributing information to the data system may designate information that may not be shared with the public without the express permission of the contributing state.

6. Any information submitted to the data system that is subsequently required to be expunged by the laws of the member state contributing the information shall be removed from the data system.

ARTICLE IX. RULEMAKING

1. The Commission shall exercise its rulemaking powers pursuant to the criteria set forth in this article and the rules adopted pursuant to this article. Rules and amendments shall become binding as of the date specified in each rule or amendment.

2. If a majority of the legislatures of the member states rejects a rule by enactment of a statute or resolution in the same manner used to adopt the Compact within 4 years of the date of adoption of the rule, then such rule shall have no further force and effect in any member state.

3. Rules or amendments to the rules must be adopted at a regular or special meeting of the Commission.

4. Prior to promulgation and adoption of a final rule or rules by the Commission, and at least 30 days in advance of the meeting at which the rule will be considered and voted upon, the Commission shall file a Notice of Proposed Rulemaking:

1 (a) *On the website of the Commission or other publicly accessible platform;*
2 *and*

3 (b) *On the website of each member state physical therapy licensing board or*
4 *other publicly accessible platform or the publication in which each state would*
5 *otherwise publish proposed rules.*

6 5. *The Notice of Proposed Rulemaking must include, without limitation:*

7 (a) *The proposed time, date and location of the meeting in which the rule will*
8 *be considered and voted upon;*

9 (b) *The text of the proposed rule or amendment and the reason for the*
10 *proposed rule;*

11 (c) *A request for comments on the proposed rule from any interested person;*
12 *and*

13 (d) *The manner in which interested persons may submit notice to the*
14 *Commission of the interested persons' intentions to attend the public hearing and*
15 *any written comments.*

16 6. *Prior to adoption of a proposed rule, the Commission shall allow persons*
17 *to submit written data, facts, opinions and arguments, which must be made*
18 *available to the public.*

19 7. *The Commission shall grant an opportunity for a public hearing before it*
20 *adopts a rule or amendment if a hearing is requested by:*

21 (a) *At least 25 persons;*

22 (b) *A state or federal governmental subdivision or agency; or*

23 (c) *An association having at least 25 members.*

24 8. *If a hearing is held on the proposed rule or amendment, the Commission*
25 *shall publish the place, time and date of the scheduled public hearing. If the*
26 *hearing is held via electronic means, the Commission shall publish the*
27 *mechanism for access to the electronic hearing.*

28 (a) *All persons wishing to be heard at the hearing shall notify the executive*
29 *director of the Commission or other designated member in writing of their desire*
30 *to appear and testify at the hearing not less than 5 business days before the*
31 *scheduled date of the hearing.*

32 (b) *Hearings shall be conducted in a manner providing each person who*
33 *wishes to comment a fair and reasonable opportunity to comment orally or in*
34 *writing.*

35 (c) *All hearings must be recorded. A copy of the recording must be made*
36 *available on request.*

37 (d) *This article may not be construed as requiring a separate hearing on*
38 *each rule. Rules may be grouped for the convenience of the Commission at*
39 *hearings required by this article.*

40 9. *Following the scheduled hearing date, or by the close of business on the*
41 *scheduled hearing date if the hearing was not held, the Commission shall*
42 *consider all written and oral comments received.*

43 10. *If written notice of intent to attend the public hearing by interested*
44 *parties is not received, the Commission may proceed with promulgation of the*
45 *proposed rule without a public hearing.*

46 11. *By majority vote of all members, the Commission shall take final action*
47 *on the proposed rule and shall determine the effective date of the rule, if any,*
48 *based on the rulemaking record and the full text of the rule.*

49 12. *Upon determination that an emergency exists, the Commission may*
50 *consider and adopt an emergency rule without prior notice, opportunity for*
51 *comment or hearing, provided that the usual rulemaking procedures provided in*
52 *the Compact and in this article must be retroactively applied to the rule as soon*
53 *as reasonably possible, in no event later than 90 days after the effective date of*

1 *the rule. For the purposes of this subsection, an emergency rule is one that must*
2 *be adopted immediately in order to:*

- 3 *(a) Meet an imminent threat to public health, safety or welfare;*
- 4 *(b) Prevent a loss of Commission or member state funds;*
- 5 *(c) Meet a deadline for the promulgation of an administrative rule that is*
6 *established by federal law or rule; or*
- 7 *(d) Protect public health and safety.*

8 *13. The Commission or an authorized committee of the Commission may*
9 *direct revisions to a previously adopted rule or amendment for purposes of*
10 *correcting typographical errors, errors in format, errors in consistency or*
11 *grammatical errors. Public notice of any revisions must be posted on the website*
12 *of the Commission. The revision shall be subject to challenge by any person for a*
13 *period of 30 days after posting. The revision may be challenged only on grounds*
14 *that the revision results in a material change to a rule. A challenge must be made*
15 *in writing and delivered to the chair of the Commission prior to the end of the*
16 *notice period. If a challenge is not made, the revision must take effect without*
17 *further action. If the revision is challenged, the revision may not take effect*
18 *without the approval of the Commission.*

20 **ARTICLE X. OVERSIGHT, DISPUTE RESOLUTION AND** 21 **ENFORCEMENT**

23 **1. Oversight.**

24 *(a) The executive, legislative and judicial branches of state government in*
25 *each member state shall enforce this Compact and take all actions necessary and*
26 *appropriate to effectuate the Compact's purposes and intent. The provisions of*
27 *this Compact and the rules promulgated under this Compact have standing as*
28 *statutory law.*

29 *(b) All courts shall take judicial notice of the Compact and the rules in any*
30 *judicial or administrative proceeding in a member state pertaining to the subject*
31 *matter of this Compact which may affect the powers, responsibilities or actions of*
32 *the Commission.*

33 *(c) The Commission is entitled to receive service of process in any such*
34 *proceeding and has standing to intervene in such a proceeding for all purposes.*
35 *Failure to provide service of process to the Commission shall render a judgment*
36 *or order void as to the Commission, this Compact or promulgated rules.*

37 **2. Default, technical assistance and termination.**

38 *(a) If the Commission determines that a member state has defaulted in the*
39 *performance of its obligations or responsibilities under this Compact or the*
40 *promulgated rules, the Commission shall:*

41 *(1) Provide written notice to the defaulting state and other member states*
42 *of the nature of the default, the proposed means of curing the default and any*
43 *other action to be taken by the Commission; and*

44 *(2) Provide remedial training and specific technical assistance regarding*
45 *the default.*

46 *(b) If a state in default fails to cure the default, the defaulting state may be*
47 *terminated from the Compact upon an affirmative vote of a majority of the*
48 *member states and all rights, privileges and benefits conferred by this Compact*
49 *may be terminated on the effective date of termination. A cure of the default does*
50 *not relieve the offending state of obligations or liabilities incurred during the*
51 *period of default.*

52 *(c) Termination of membership in the Compact shall be imposed only after*
53 *all other means of securing compliance have been exhausted. Notice of intent to*

1 *suspend or terminate shall be given by the Commission to the governor, the*
2 *majority and minority leaders of the defaulting state's legislature and each of the*
3 *member states.*

4 *(d) A state that has been terminated is responsible for all assessments,*
5 *obligations and liabilities incurred through the effective date of termination,*
6 *including, without limitation, obligations that extend beyond the effective date of*
7 *termination.*

8 *(e) The Commission shall not bear any costs related to a state that is found to*
9 *be in default or that has been terminated from the Compact, unless agreed upon*
10 *in writing between the Commission and the defaulting state.*

11 *(f) The defaulting state may appeal the action of the Commission by*
12 *petitioning the United States District Court for the District of Columbia or the*
13 *federal district where the Commission has its principal offices. The prevailing*
14 *member shall be awarded all costs of such litigation, including, without*
15 *limitation, reasonable attorney's fees.*

16 **3. Dispute resolution.**

17 *(a) Upon request by a member state, the Commission shall attempt to resolve*
18 *disputes related to the Compact that arise among member states and between*
19 *member and nonmember states.*

20 *(b) The Commission shall promulgate a rule providing for both mediation*
21 *and binding dispute resolution for disputes as appropriate.*

22 **4. Enforcement.**

23 *(a) The Commission, in the reasonable exercise of its discretion, shall*
24 *enforce the provisions and rules of this Compact.*

25 *(b) By majority vote, the Commission may initiate legal action in the United*
26 *States District Court for the District of Columbia or the federal district where the*
27 *Commission has its principal offices against a member state in default to enforce*
28 *compliance with the provisions of the Compact and its promulgated rules and*
29 *bylaws. The relief sought may include both injunctive relief and damages. If*
30 *judicial enforcement is necessary, the prevailing member shall be awarded all*
31 *costs of such litigation, including, without limitation, reasonable attorney's fees.*

32 *(c) The remedies herein are not the exclusive remedies of the Commission.*
33 *The Commission may pursue any other remedies available under federal or state*
34 *law.*

35
36 **ARTICLE XI. DATE OF IMPLEMENTATION OF THE INTERSTATE**
37 **COMMISSION FOR PHYSICAL THERAPY PRACTICE AND ASSOCIATED**
38 **RULES, WITHDRAWAL AND AMENDMENT**
39

40 **1. The Compact shall come into effect on the date on which the Compact**
41 **statute is enacted into law in the tenth member state. The provisions, which**
42 **become effective at that time, are limited to the powers granted to the Commission**
43 **relating to assembly and the promulgation of rules. Thereafter, the Commission**
44 **shall meet and exercise rulemaking powers necessary to the implementation and**
45 **administration of the Compact.**

46 **2. Any state that joins the Compact subsequent to the Commission's initial**
47 **adoption of the rules shall be subject to the rules as they exist on the date on**
48 **which the Compact becomes law in that state. Any rule that has been previously**
49 **adopted by the Commission shall have the full force and effect of law on the day**
50 **the Compact becomes law in that state.**

51 **3. Any member state may withdraw from this Compact by enacting a statute**
52 **repealing the same.**

1 (a) A member state's withdrawal shall not take effect until 6 months after
2 enactment of the repealing statute.

3 (b) Withdrawal shall not affect the continuing requirement of the
4 withdrawing state's physical therapy licensing board to comply with the
5 investigative and adverse action reporting requirements of this Compact prior to
6 the effective date of withdrawal.

7 4. This Compact shall not be construed to invalidate or prevent any physical
8 therapy licensure agreement or other cooperative arrangement between a
9 member state and a nonmember state that does not conflict with the provisions of
10 this Compact.

11 5. This Compact may be amended by the member states. An amendment to
12 this Compact shall not become effective and binding upon any member state until
13 it is enacted into the laws of all member states.

14 ARTICLE XII. CONSTRUCTION AND SEVERABILITY

15
16 This Compact must be liberally construed so as to effectuate the purposes of
17 the Compact. The provisions of this Compact are severable and if any phrase,
18 clause, sentence or provision of this Compact is declared to be contrary to the
19 constitution of any party state or of the United States or the applicability thereof
20 to any government, agency, person or circumstance is held invalid, the validity of
21 the remainder of this Compact and the applicability of the remainder of this
22 Compact to any government, agency, person or circumstance shall not be
23 affected thereby. If this Compact is held contrary to the constitution of any party
24 state, the Compact shall remain in full force and effect as to the remaining party
25 states and in full force and effect as to the party state affected as to all severable
26 matters.

27
28 Sec. 3. Except as otherwise required by the Physical Therapy Licensure
29 Compact enacted by section 2 of this act ~~for~~

30 ~~1. A written authorization}, privilege to practice as a physical therapist or~~
31 ~~physical therapist assistant in this State under [compact privilege issued pursuant~~
32 ~~to NRS 640.110] the Compact shall be deemed to be equivalent to the~~
33 ~~corresponding license for all purposes.}, and~~

34 ~~2. A person practicing as a physical therapist or physical therapist assistant~~
35 ~~under compact privilege pursuant to the Physical Therapy Licensure Compact~~
36 ~~enacted by section 2 of this act shall be deemed to be licensed to practice as a~~
37 ~~physical therapist or physical therapist assistant, as applicable, in this State.}~~

38 Sec. 4. NRS 640.110 is hereby amended to read as follows:

39 640.110 1. The Board shall ~~issue a}~~ license as a physical therapist or
40 physical therapist assistant ~~for a written authorization to practice as a physical~~
41 ~~therapist or physical therapist assistant under compact privilege pursuant to the~~
42 ~~Physical Therapy Licensure Compact enacted by section 2 of this act to}~~ each
43 applicant who proves to the satisfaction of the Board his or her qualifications for
44 licensure. ~~for compact privilege, as applicable.}~~

45 2. The Board shall issue to each applicant who proves to the satisfaction of
46 the Board his or her qualification for licensure:

47 (a) As a physical therapist, a license as a physical therapist. The license
48 authorizes the applicant to represent himself or herself as a licensed physical
49 therapist and to practice physical therapy in the State of Nevada subject to the
50 conditions and limitations of this chapter.

51 (b) As a physical therapist assistant, a license as a physical therapist assistant.
52 The license authorizes the applicant to represent himself or herself as a licensed

physical therapist assistant and to practice as a licensed physical therapist assistant subject to the conditions and limitations of this chapter.

~~3. [The Board shall issue to each applicant who proves to the satisfaction of the Board his or her qualification to practice under compact privilege;~~

~~—(a) As a physical therapist, a written authorization to practice as a physical therapist. The written authorization authorizes the applicant to represent himself or herself as a licensed physical therapist and to practice physical therapy in the State of Nevada subject to the conditions and limitations of this chapter.~~

~~—(b) As a physical therapist assistant, a written authorization to practice as a physical therapist assistant. The written authorization authorizes the applicant to represent himself or herself as a licensed physical therapist assistant and to practice as a licensed physical therapist assistant subject to the conditions and limitations of this chapter.~~

~~—4.] Each physical therapist shall display his or her current license or [written authorization, as applicable,]~~ proof that he or she is authorized to practice in this State under the Physical Therapy Licensure Compact enacted by section 2 of this act, as applicable, in a location which is accessible to the public.

~~4. [5.]~~ The Board may charge a fee, not to exceed \$25, to change a name on a license.

~~5. [for written authorization.]~~

~~6.]~~ A license ~~[for written authorization]~~ as a physical therapist assistant remains valid while a supervising physical therapist continues to supervise the physical therapist assistant.

Sec. 5. ~~[NRS 640.155 is hereby amended to read as follows:]~~

~~640.155 1. After conducting an inspection pursuant to NRS 640.050, a member or agent of the Board may issue a citation to a licensee if the member or agent concludes that, based on a preponderance of the evidence, the licensee has violated;~~

~~—(a) Subsection [3] 4 of NRS 640.110;~~

~~—(b) Any regulation of the Board that requires a licensee to provide his or her address to the Board, display his or her license or a copy thereof, practice only under the name listed on his or her license or document in the record of a patient any treatment provided to the patient; or~~

~~—(c) Any regulation of the Board establishing requirements for the supervision of an unlicensed person by a physical therapist or limiting the number of persons who may be supervised by a physical therapist.~~

~~2. A citation issued pursuant to this section may include, without limitation, an order to:~~

~~—(a) Take action to correct any condition resulting from any act that constitutes a violation of a provision set forth in subsection 1, at the cost of the person who committed the violation. If the citation contains such an order, the citation must:~~

~~—(1) State the time permitted for compliance, which must be not less than 5 business days after the date the person receives the citation; and~~

~~—(2) Specifically describe the corrective action to be taken.~~

~~—(b) Pay an administrative fine not to exceed the amount prescribed pursuant to subsection 3.~~

~~—(c) Reimburse the Board for any expenses incurred to investigate the violation, in an amount not to exceed \$150.~~

~~3. Any administrative fine imposed pursuant to this section must be:~~

~~—(a) For a first violation, in the amount prescribed by regulation of the Board, which must be not less than \$100 or more than \$500;~~

~~—(b) For a second violation, in the amount prescribed by regulation of the Board, which must be not less than \$250 or more than \$1,000; and~~

~~(c) For a third violation and for each additional violation, in the amount determined by the Board after the licensee appears before the Board.~~

~~4. The sanctions authorized by this section are separate from, and in addition to, any other remedy, civil or criminal, authorized by this chapter.] (Deleted by amendment.)~~

Sec. 6. NRS 7.095 is hereby amended to read as follows:

7.095 1. An attorney shall not contract for or collect a fee contingent on the amount of recovery for representing a person seeking damages in connection with an action for injury or death against a provider of health care based upon professional negligence in excess of:

- (a) Forty percent of the first \$50,000 recovered;
- (b) Thirty-three and one-third percent of the next \$50,000 recovered;
- (c) Twenty-five percent of the next \$500,000 recovered; and
- (d) Fifteen percent of the amount of recovery that exceeds \$600,000.

2. The limitations set forth in subsection 1 apply to all forms of recovery, including, without limitation, settlement, arbitration and judgment.

3. For the purposes of this section, "recovered" means the net sum recovered by the plaintiff after deducting any disbursements or costs incurred in connection with the prosecution or settlement of the claim. Costs of medical care incurred by the plaintiff and general and administrative expenses incurred by the office of the attorney are not deductible disbursements or costs.

4. As used in this section:

(a) "Professional negligence" means a negligent act or omission to act by a provider of health care in the rendering of professional services, which act or omission is the proximate cause of a personal injury or wrongful death. The term does not include services that are outside the scope of services for which the provider of health care is licensed or services for which any restriction has been imposed by the applicable regulatory board or health care facility.

(b) "Provider of health care" means a physician licensed under chapter 630 or 633 of NRS, dentist, registered nurse, dispensing optician, optometrist, ~~registered~~ **licensed** physical therapist, podiatric physician, licensed psychologist, chiropractor, doctor of Oriental medicine, holder of a license or a limited license issued under the provisions of chapter 653 of NRS, medical laboratory director or technician, licensed dietitian or a licensed hospital and its employees.

Sec. 7. NRS 41A.017 is hereby amended to read as follows:

41A.017 "Provider of health care" means a physician licensed pursuant to chapter 630 or 633 of NRS, physician assistant, dentist, licensed nurse, dispensing optician, optometrist, ~~registered~~ **licensed** physical therapist, podiatric physician, licensed psychologist, chiropractor, doctor of Oriental medicine, holder of a license or a limited license issued under the provisions of chapter 653 of NRS, medical laboratory director or technician, licensed dietitian or a licensed hospital, clinic, surgery center, physicians' professional corporation or group practice that employs any such person and its employees.

Sec. 8. NRS 42.021 is hereby amended to read as follows:

42.021 1. In an action for injury or death against a provider of health care based upon professional negligence, if the defendant so elects, the defendant may introduce evidence of any amount payable as a benefit to the plaintiff as a result of the injury or death pursuant to the United States Social Security Act, any state or federal income disability or worker's compensation act, any health, sickness or income-disability insurance, accident insurance that provides health benefits or income-disability coverage, and any contract or agreement of any group, organization, partnership or corporation to provide, pay for or reimburse the cost of medical, hospital, dental or other health care services. If the defendant elects to

1 introduce such evidence, the plaintiff may introduce evidence of any amount that
2 the plaintiff has paid or contributed to secure the plaintiff's right to any insurance
3 benefits concerning which the defendant has introduced evidence.

4 2. A source of collateral benefits introduced pursuant to subsection 1 may not:

5 (a) Recover any amount against the plaintiff; or

6 (b) Be subrogated to the rights of the plaintiff against a defendant.

7 3. In an action for injury or death against a provider of health care based upon
8 professional negligence, a district court shall, at the request of either party, enter a
9 judgment ordering that money damages or its equivalent for future damages of the
10 judgment creditor be paid in whole or in part by periodic payments rather than by a
11 lump-sum payment if the award equals or exceeds \$50,000 in future damages.

12 4. In entering a judgment ordering the payment of future damages by periodic
13 payments pursuant to subsection 3, the court shall make a specific finding as to the
14 dollar amount of periodic payments that will compensate the judgment creditor for
15 such future damages. As a condition to authorizing periodic payments of future
16 damages, the court shall require a judgment debtor who is not adequately insured to
17 post security adequate to assure full payment of such damages awarded by the
18 judgment. Upon termination of periodic payments of future damages, the court
19 shall order the return of this security, or so much as remains, to the judgment
20 debtor.

21 5. A judgment ordering the payment of future damages by periodic payments
22 entered pursuant to subsection 3 must specify the recipient or recipients of the
23 payments, the dollar amount of the payments, the interval between payments, and
24 the number of payments or the period of time over which payments will be made.
25 Such payments must only be subject to modification in the event of the death of the
26 judgment creditor. Money damages awarded for loss of future earnings must not be
27 reduced or payments terminated by reason of the death of the judgment creditor, but
28 must be paid to persons to whom the judgment creditor owed a duty of support, as
29 provided by law, immediately before the judgment creditor's death. In such cases,
30 the court that rendered the original judgment may, upon petition of any party in
31 interest, modify the judgment to award and apportion the unpaid future damages in
32 accordance with this subsection.

33 6. If the court finds that the judgment debtor has exhibited a continuing
34 pattern of failing to make the periodic payments as specified pursuant to subsection
35 5, the court shall find the judgment debtor in contempt of court and, in addition to
36 the required periodic payments, shall order the judgment debtor to pay the
37 judgment creditor all damages caused by the failure to make such periodic
38 payments, including, ~~but not limited to,~~ **without limitation**, court costs and
39 attorney's fees.

40 7. Following the occurrence or expiration of all obligations specified in the
41 periodic payment judgment, any obligation of the judgment debtor to make further
42 payments ceases and any security given pursuant to subsection 4 reverts to the
43 judgment debtor.

44 8. As used in this section:

45 (a) "Future damages" includes damages for future medical treatment, care or
46 custody, loss of future earnings, loss of bodily function, or future pain and suffering
47 of the judgment creditor.

48 (b) "Periodic payments" means the payment of money or delivery of other
49 property to the judgment creditor at regular intervals.

50 (c) "Professional negligence" means a negligent act or omission to act by a
51 provider of health care in the rendering of professional services, which act or
52 omission is the proximate cause of a personal injury or wrongful death. The term
53 does not include services that are outside the scope of services for which the

provider of health care is licensed or services for which any restriction has been imposed by the applicable regulatory board or health care facility.

(d) "Provider of health care" means a physician licensed under chapter 630 or 633 of NRS, dentist, licensed nurse, dispensing optician, optometrist, ~~registered~~ *licensed* physical therapist, podiatric physician, licensed psychologist, chiropractor, doctor of Oriental medicine, holder of a license or a limited license issued under the provisions of chapter 653 of NRS, medical laboratory director or technician, licensed dietitian or a licensed hospital and its employees.

Sec. 9. NRS 52.320 is hereby amended to read as follows:

52.320 As used in NRS 52.320 to 52.375, inclusive, unless the context otherwise requires:

1. "Custodian of medical records" means a chiropractor, physician, ~~registered~~ *licensed* physical therapist or licensed nurse who prepares and maintains medical records, or any employee or agent of such a person or a facility for convalescent care, medical laboratory or hospital who has care, custody and control of medical records for such a person or institution.

2. "Medical records" includes bills, ledgers, statements and other accounts which show the cost of medical services or care provided to a patient.

Sec. 10. NRS 372.7285 is hereby amended to read as follows:

372.7285 1. In administering the provisions of NRS 372.325, the Department shall apply the exemption to the sale of a medical device to a governmental entity that is exempt pursuant to that section without regard to whether the person using the medical device or the governmental entity that purchased the device is deemed to be the holder of title to the device if:

(a) The medical device was ordered or prescribed by a provider of health care, within his or her scope of practice, for use by the person to whom it is provided;

(b) The medical device is covered by Medicaid or Medicare; and

(c) The purchase of the medical device is made pursuant to a contract between the governmental entity that purchases the medical device and the person who sells the medical device to the governmental entity.

2. As used in this section:

(a) "Medicaid" means the program established pursuant to Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., to provide assistance for part or all of the cost of medical care rendered on behalf of indigent persons.

(b) "Medicare" means the program of health insurance for aged persons and persons with disabilities established pursuant to Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395 et seq.

(c) "Provider of health care" means a physician or physician assistant licensed pursuant to chapter 630, 630A or 633 of NRS, perfusionist, dentist, licensed nurse, dispensing optician, optometrist, practitioner of respiratory care, ~~registered~~ *licensed* physical therapist, podiatric physician, licensed psychologist, licensed audiologist, licensed speech-language pathologist, licensed hearing aid specialist, licensed marriage and family therapist, licensed clinical professional counselor, chiropractor, licensed dietitian or doctor of Oriental medicine in any form.

Sec. 11. NRS 374.731 is hereby amended to read as follows:

374.731 1. In administering the provisions of NRS 374.330, the Department shall apply the exemption to the sale of a medical device to a governmental entity that is exempt pursuant to that section without regard to whether the person using the medical device or the governmental entity that purchased the device is deemed to be the holder of title to the device if:

(a) The medical device was ordered or prescribed by a provider of health care, within his or her scope of practice, for use by the person to whom it is provided;

(b) The medical device is covered by Medicaid or Medicare; and

1 (c) The purchase of the medical device is made pursuant to a contract between
2 the governmental entity that purchases the medical device and the person who sells
3 the medical device to the governmental entity.

4 2. As used in this section:

5 (a) "Medicaid" means the program established pursuant to Title XIX of the
6 Social Security Act, 42 U.S.C. §§ 1396 et seq., to provide assistance for part or all
7 of the cost of medical care rendered on behalf of indigent persons.

8 (b) "Medicare" means the program of health insurance for aged persons and
9 persons with disabilities established pursuant to Title XVIII of the Social Security
10 Act, 42 U.S.C. §§ 1395 et seq.

11 (c) "Provider of health care" means a physician or physician assistant licensed
12 pursuant to chapter 630, 630A or 633 of NRS, perfusionist, dentist, licensed nurse,
13 dispensing optician, optometrist, practitioner of respiratory care, ~~registered~~
14 ~~licensed~~ physical therapist, podiatric physician, licensed psychologist, licensed
15 audiologist, licensed speech-language pathologist, licensed hearing aid specialist,
16 licensed marriage and family therapist, licensed clinical professional counselor,
17 chiropractor, licensed dietitian or doctor of Oriental medicine in any form.

18 **Sec. 12.** NRS 439A.0195 is hereby amended to read as follows:

19 439A.0195 "Practitioner" means a physician licensed under chapter 630,
20 630A or 633 of NRS, dentist, licensed nurse, dispensing optician, optometrist,
21 ~~registered~~ ~~licensed~~ physical therapist, podiatric physician, licensed psychologist,
22 chiropractor, doctor of Oriental medicine in any form, medical laboratory director
23 or technician, pharmacist or other person whose principal occupation is the
24 provision of services for health.

25 **Sec. 13.** This act becomes effective on July 1, 2021.