

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:

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



27 Existing law creates the Nevada Physical Therapy Board to license and regulate
28 physical therapists and physical therapist assistants in this State. (Chapter 640 of
29 NRS) **Section 4** of this bill requires the Nevada Physical Therapy Board to issue a
30 written authorization to practice as a physical therapist or physical therapist
31 assistant to each person who proves to the Board that he or she is qualified to
32 practice as such under the Compact. **Section 3** of this bill deems such a written
33 authorization to be the equivalent of a license under Nevada law. **Section 5** of this
34 bill makes a conforming change as a result of the provisions added in **section 4**.
35 **Sections 6-12** of this bill replace the term “registered physical therapist” with the
36 term “licensed physical therapist” to reflect current terminology used in existing
37 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:

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

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

7
8 **PHYSICAL THERAPY LICENSURE COMPACT**

9
10 **ARTICLE I. PURPOSE**

11
12 *The purpose of this Compact is to facilitate interstate practice*
13 *of physical therapy with the goal of improving public access to*
14 *physical therapy services. The practice of physical therapy occurs*
15 *in the state where the patient or client is located at the time of the*
16 *patient or client encounter. The Compact preserves the regulatory*
17 *authority of states to protect public health and safety through the*
18 *current system of state licensure.*

19 *This Compact is designed to achieve the following objectives:*

- 20 1. *Increase public access to physical therapy services by*
21 *providing for the mutual recognition of other member state*
22 *licenses;*
23 2. *Enhance the states’ ability to protect the public’s health*
24 *and safety;*
25 3. *Encourage the cooperation of member states in regulating*
26 *multistate physical therapy practice;*
27 4. *Support spouses of relocating military members;*
28 5. *Enhance the exchange of licensure, investigative and*
29 *disciplinary information between member states; and*



1 12. "Licensee" means an individual who currently holds an
2 authorization from the state to practice as a physical therapist or
3 to work as a physical therapist assistant.

4 13. "Member state" means a state that has enacted the
5 Compact.

6 14. "Party state" means any member state in which a licensee
7 holds a current license or compact privilege or is applying for a
8 license or compact privilege.

9 15. "Physical therapist" means an individual who is licensed
10 by a state to practice physical therapy.

11 16. "Physical therapist assistant" means an individual who is
12 licensed or certified by a state and who assists the physical
13 therapist in selected components of physical therapy.

14 17. "Physical therapy," "physical therapy practice" and "the
15 practice of physical therapy" mean the care and services provided
16 by or under the direction and supervision of a licensed physical
17 therapist.

18 18. "Physical Therapy Compact Commission" or
19 "Commission" means the national administrative body whose
20 membership consists of all states that have enacted the Compact.

21 19. "Physical therapy licensing board" or "licensing board"
22 means the agency of a state that is responsible for the licensing
23 and regulation of physical therapists and physical therapist
24 assistants.

25 20. "Remote state" means a member state, other than the
26 home state, where a licensee is exercising or seeking to exercise
27 the compact privilege.

28 21. "Rule" means a regulation, principle or directive
29 promulgated by the Commission that has the force of law.

30 22. "State" means any state, commonwealth, district or
31 territory of the United States of America that regulates the practice
32 of physical therapy.

33
34 **ARTICLE III. STATE PARTICIPATION IN THE COMPACT**
35

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

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

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

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



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

6 (e) Comply with the rules of the Commission;

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

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

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

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

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

21 22 ARTICLE IV. COMPACT PRIVILEGE

23
24 1. To exercise the compact privilege under the terms and
25 provisions of the Compact, the licensee shall:

26 (a) Hold a license in the home state;

27 (b) Have no encumbrance on any state license;

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

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

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

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

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

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

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



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

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

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

15 (a) The home state license is no longer encumbered; and
16 (b) Two years have elapsed from the date of the adverse action.

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

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

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

25 (b) All fines have been paid; and

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

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

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31 **ARTICLE V. ACTIVE DUTY MILITARY**
32 **PERSONNEL OR THEIR SPOUSES**

33
34 A licensee who is active duty military or is the spouse of an
35 individual who is active duty military may designate one of the
36 following as the home state:

37 1. Home of record;

38 2. Permanent change of station; or

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

41
42 **ARTICLE VI. ADVERSE ACTIONS**

43
44 1. A home state has the exclusive power to impose adverse
45 action against a license issued by the home state.



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

4 3. This Compact does not override a member state's decision
5 that participation in an alternative program may be used in lieu of
6 adverse action and that such participation must remain nonpublic
7 if required by the member state's laws. Member states shall
8 require licensees who enter any alternative programs in lieu of
9 discipline to agree not to practice in any other member state
10 during the term of the alternative program without prior
11 authorization from such other member state.

12 4. Any member state may investigate actual or alleged
13 violations of the statutes and rules authorizing the practice of
14 physical therapy in any other member state in which a physical
15 therapist or physical therapist assistant holds a license or compact
16 privilege.

17 5. A remote state may:

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

20 (b) Issue subpoenas for both hearings and investigations
21 which require the attendance and testimony of witnesses and the
22 production of evidence. Subpoenas issued by a physical therapy
23 licensing board in a party state for the attendance and testimony
24 of witnesses or the production of evidence from another party state
25 must be enforced in the latter state by any court of competent
26 jurisdiction, according to the practice and procedure of that court
27 applicable to subpoenas issued in proceedings pending before it.
28 The issuing authority shall pay any witness fees, travel expenses,
29 mileage and other fees required by the service statutes of the state
30 where the witnesses or evidence are located.

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

34 6. Joint Investigations.

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

39 (b) Member states shall share any investigative, litigation or
40 compliance materials in furtherance of any joint or individual
41 investigation initiated under the Compact.



1 **ARTICLE VII. ESTABLISHMENT OF THE PHYSICAL**
2 **THERAPY COMPACT COMMISSION**

3
4 1. *The Compact member states hereby create and establish a*
5 *joint public agency known as the Physical Therapy Compact*
6 *Commission:*

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

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

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

17 2. *Membership, voting and meetings.*

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

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

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

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

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

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

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

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

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

42 (b) *Establish bylaws;*

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



1 (d) Meet and take such actions as are consistent with the
2 provisions of this Compact and the bylaws;

3 (e) Promulgate uniform rules to facilitate and coordinate
4 implementation and administration of this Compact with such
5 rules having the force and effect of law and being binding in all
6 member states;

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

11 (g) Purchase and maintain insurance and bonds;

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

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

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

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

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

30 (m) Establish a budget and make expenditures;

31 (n) Borrow money;

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

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

39 (q) Establish and elect an Executive Board; and

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



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

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

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

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

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

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

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

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

15 **(e) The Executive Board shall:**

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

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

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

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

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

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

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

30 **5. Meetings of the Commission.**

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

34 **(b) The Commission or the Executive Board or other**
35 **committees of the Commission may convene in a closed, nonpublic**
36 **meeting if the Commission or Executive Board or other**
37 **committees of the Commission must discuss:**

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

40 **(2) The employment, compensation, discipline or other**
41 **matters, practices or procedures related to specific employees or**
42 **other matters related to the Commission's internal personnel**
43 **practices and procedures;**

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



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

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

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

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

10 (8) *Disclosure of investigative records compiled for law*
11 *enforcement purposes;*

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

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

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

22 (d) *The Commission shall keep minutes that fully and clearly*
23 *describe all matters discussed in a meeting and shall provide a full*
24 *and accurate summary of actions taken, and the reasons*
25 *therefore, including, without limitation, a description of the views*
26 *expressed. All documents considered in connection with an action*
27 *must be identified in such minutes. All minutes and documents of*
28 *a closed meeting must remain under seal, subject to release by a*
29 *majority vote of the Commission or order of a court of competent*
30 *jurisdiction.*

31 6. *Financing of the Commission.*

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

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

38 (c) *The Commission may levy on and collect an annual*
39 *assessment from each member state or impose fees on other*
40 *parties to cover the cost of the operations and activities of the*
41 *Commission and its staff, which must be in a total amount*
42 *sufficient to cover its annual budget as approved each year for*
43 *which revenue is not provided by other sources. The aggregate*
44 *annual assessment amount must be allocated based upon a*



1 *formula to be determined by the Commission, which shall*
2 *promulgate a rule binding upon all member states.*

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

7 (e) *The Commission shall keep accurate accounts of all*
8 *receipts and disbursements. The receipts and disbursements of the*
9 *Commission are subject to the audit and accounting procedures*
10 *established under its bylaws. However, all receipts and*
11 *disbursements of funds handled by the Commission must be*
12 *audited yearly by a certified or licensed public accountant, and the*
13 *report of the audit shall be included in and become part of the*
14 *annual report of the Commission.*

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

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

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

40 (c) *The Commission shall indemnify and hold harmless any*
41 *member, officer, executive director, employee or representative of*
42 *the Commission for the amount of any settlement or judgment*
43 *obtained against that person arising out of any actual or alleged*
44 *act, error or omission that occurred within the scope of*
45 *Commission employment, duties or responsibilities, or that such*



1 *person had a reasonable basis for believing occurred within the*
2 *scope of Commission employment, duties or responsibilities,*
3 *provided that the actual or alleged act, error or omission did not*
4 *result from the intentional, willful or wanton misconduct of that*
5 *person.*

6
7 **ARTICLE VIII. DATA SYSTEM**
8

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

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

19 *(a) Identifying information;*

20 *(b) Licensure data;*

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

22 *(d) Nonconfidential information related to alternative program*
23 *participation;*

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

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

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

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

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

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



ARTICLE IX. RULEMAKING

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2
3 1. The Commission shall exercise its rulemaking powers
4 pursuant to the criteria set forth in this article and the rules
5 adopted pursuant to this article. Rules and amendments shall
6 become binding as of the date specified in each rule or
7 amendment.

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

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

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

19 (a) On the website of the Commission or other publicly
20 accessible platform; and

21 (b) On the website of each member state physical therapy
22 licensing board or other publicly accessible platform or the
23 publication in which each state would otherwise publish proposed
24 rules.

25 5. The Notice of Proposed Rulemaking must include, without
26 limitation:

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

29 (b) The text of the proposed rule or amendment and the reason
30 for the proposed rule;

31 (c) A request for comments on the proposed rule from any
32 interested person; and

33 (d) The manner in which interested persons may submit notice
34 to the Commission of the interested persons' intentions to attend
35 the public hearing and any written comments.

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

39 7. The Commission shall grant an opportunity for a public
40 hearing before it adopts a rule or amendment if a hearing is
41 requested by:

42 (a) At least 25 persons;

43 (b) A state or federal governmental subdivision or agency; or

44 (c) An association having at least 25 members.



1 8. *If a hearing is held on the proposed rule or amendment,*
2 *the Commission shall publish the place, time and date of the*
3 *scheduled public hearing. If the hearing is held via electronic*
4 *means, the Commission shall publish the mechanism for access to*
5 *the electronic hearing.*

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

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

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

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

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

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

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

30 12. *Upon determination that an emergency exists, the*
31 *Commission may consider and adopt an emergency rule without*
32 *prior notice, opportunity for comment or hearing, provided that*
33 *the usual rulemaking procedures provided in the Compact and in*
34 *this article must be retroactively applied to the rule as soon as*
35 *reasonably possible, in no event later than 90 days after the*
36 *effective date of the rule. For the purposes of this subsection, an*
37 *emergency rule is one that must be adopted immediately in order*
38 *to:*

39 (a) *Meet an imminent threat to public health, safety or*
40 *welfare;*

41 (b) *Prevent a loss of Commission or member state funds;*

42 (c) *Meet a deadline for the promulgation of an administrative*
43 *rule that is established by federal law or rule; or*

44 (d) *Protect public health and safety.*



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

8 (c) *Termination of membership in the Compact shall be*
9 *imposed only after all other means of securing compliance have*
10 *been exhausted. Notice of intent to suspend or terminate shall be*
11 *given by the Commission to the governor, the majority and*
12 *minority leaders of the defaulting state's legislature and each of*
13 *the member states.*

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

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

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

28 **3. Dispute resolution.**

29 (a) *Upon request by a member state, the Commission shall*
30 *attempt to resolve disputes related to the Compact that arise*
31 *among member states and between member and nonmember*
32 *states.*

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

36 **4. Enforcement.**

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

39 (b) *By majority vote, the Commission may initiate legal action*
40 *in the United States District Court for the District of Columbia or*
41 *the federal district where the Commission has its principal offices*
42 *against a member state in default to enforce compliance with the*
43 *provisions of the Compact and its promulgated rules and bylaws.*
44 *The relief sought may include both injunctive relief and damages.*
45 *If judicial enforcement is necessary, the prevailing member shall*



1 *be awarded all costs of such litigation, including, without*
2 *limitation, reasonable attorney's fees.*

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

6
7 **ARTICLE XI. DATE OF IMPLEMENTATION OF THE**
8 **INTERSTATE COMMISSION FOR PHYSICAL THERAPY**
9 **PRACTICE AND ASSOCIATED RULES, WITHDRAWAL AND**
10 **AMENDMENT**
11

12 *1. The Compact shall come into effect on the date on which*
13 *the Compact statute is enacted into law in the tenth member state.*
14 *The provisions, which become effective at that time, are limited to*
15 *the powers granted to the Commission relating to assembly and*
16 *the promulgation of rules. Thereafter, the Commission shall meet*
17 *and exercise rulemaking powers necessary to the implementation*
18 *and administration of the Compact.*

19 *2. Any state that joins the Compact subsequent to the*
20 *Commission's initial adoption of the rules shall be subject to the*
21 *rules as they exist on the date on which the Compact becomes law*
22 *in that state. Any rule that has been previously adopted by the*
23 *Commission shall have the full force and effect of law on the day*
24 *the Compact becomes law in that state.*

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

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

29 *(b) Withdrawal shall not affect the continuing requirement of*
30 *the withdrawing state's physical therapy licensing board to comply*
31 *with the investigative and adverse action reporting requirements of*
32 *this Compact prior to the effective date of withdrawal.*

33 *4. This Compact shall not be construed to invalidate or*
34 *prevent any physical therapy licensure agreement or other*
35 *cooperative arrangement between a member state and a*
36 *nonmember state that does not conflict with the provisions of this*
37 *Compact.*

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



1 **ARTICLE XII. CONSTRUCTION AND SEVERABILITY**
2

3 *This Compact must be liberally construed so as to effectuate*
4 *the purposes of the Compact. The provisions of this Compact are*
5 *severable and if any phrase, clause, sentence or provision of this*
6 *Compact is declared to be contrary to the constitution of any party*
7 *state or of the United States or the applicability thereof to any*
8 *government, agency, person or circumstance is held invalid, the*
9 *validity of the remainder of this Compact and the applicability of*
10 *the remainder of this Compact to any government, agency, person*
11 *or circumstance shall not be affected thereby. If this Compact is*
12 *held contrary to the constitution of any party state, the Compact*
13 *shall remain in full force and effect as to the remaining party*
14 *states and in full force and effect as to the party state affected as to*
15 *all severable matters.*

16 **Sec. 3.** *Except as otherwise required by the Physical Therapy*
17 *Licensure Compact enacted by section 2 of this act:*

18 1. *A written authorization to practice as a physical therapist*
19 *or physical therapist assistant under compact privilege issued*
20 *pursuant to NRS 640.110 shall be deemed to be equivalent to the*
21 *corresponding license for all purposes; and*

22 2. *A person practicing as a physical therapist or physical*
23 *therapist assistant under compact privilege pursuant to the*
24 *Physical Therapy Licensure Compact enacted by section 2 of this*
25 *act shall be deemed to be licensed to practice as a physical*
26 *therapist or physical therapist assistant, as applicable, in this*
27 *State.*

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

29 640.110 1. The Board shall issue a license as a physical
30 therapist or physical therapist assistant *or a written authorization to*
31 *practice as a physical therapist or physical therapist assistant*
32 *under compact privilege pursuant to the Physical Therapy*
33 *Licensure Compact enacted by section 2 of this act to each*
34 applicant who proves to the satisfaction of the Board his or her
35 qualifications for licensure ~~or~~ *or compact privilege, as applicable.*

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

38 (a) As a physical therapist, a license as a physical therapist. The
39 license authorizes the applicant to represent himself or herself as a
40 licensed physical therapist and to practice physical therapy in the
41 State of Nevada subject to the conditions and limitations of this
42 chapter.

43 (b) As a physical therapist assistant, a license as a physical
44 therapist assistant. The license authorizes the applicant to represent
45 himself or herself as a licensed physical therapist assistant and to



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

3 3. *The Board shall issue to each applicant who proves to the*
4 *satisfaction of the Board his or her qualification to practice under*
5 *compact privilege:*

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

11 (b) *As a physical therapist assistant, a written authorization to*
12 *practice as a physical therapist assistant. The written*
13 *authorization authorizes the applicant to represent himself or*
14 *herself as a licensed physical therapist assistant and to practice as*
15 *a licensed physical therapist assistant subject to the conditions and*
16 *limitations of this chapter.*

17 4. Each physical therapist shall display his or her current
18 license *or written authorization, as applicable*, in a location which
19 is accessible to the public.

20 ~~4.~~ 5. The Board may charge a fee, not to exceed \$25, to
21 change a name on a license ~~4.~~
22 ~~5.~~ *or written authorization.*

23 6. A license *or written authorization* as a physical therapist
24 assistant remains valid while a supervising physical therapist
25 continues to supervise the physical therapist assistant.

26 **Sec. 5.** NRS 640.155 is hereby amended to read as follows:

27 640.155 1. After conducting an inspection pursuant to NRS
28 640.050, a member or agent of the Board may issue a citation to a
29 licensee if the member or agent concludes that, based on a
30 preponderance of the evidence, the licensee has violated:

31 (a) Subsection ~~3~~ 4 of NRS 640.110;

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

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

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

43 (a) Take action to correct any condition resulting from any act
44 that constitutes a violation of a provision set forth in subsection 1, at



1 the cost of the person who committed the violation. If the citation
2 contains such an order, the citation must:

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

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

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

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

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

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

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

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

21 4. The sanctions authorized by this section are separate from,
22 and in addition to, any other remedy, civil or criminal, authorized by
23 this chapter.

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

25 7.095 1. An attorney shall not contract for or collect a fee
26 contingent on the amount of recovery for representing a person
27 seeking damages in connection with an action for injury or death
28 against a provider of health care based upon professional negligence
29 in excess of:

30 (a) Forty percent of the first \$50,000 recovered;

31 (b) Thirty-three and one-third percent of the next \$50,000
32 recovered;

33 (c) Twenty-five percent of the next \$500,000 recovered; and

34 (d) Fifteen percent of the amount of recovery that exceeds
35 \$600,000.

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

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

45 4. As used in this section:



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

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

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

17 41A.017 "Provider of health care" means a physician licensed
18 pursuant to chapter 630 or 633 of NRS, physician assistant, dentist,
19 licensed nurse, dispensing optician, optometrist, ~~registered~~
20 *licensed* physical therapist, podiatric physician, licensed
21 psychologist, chiropractor, doctor of Oriental medicine, holder of a
22 license or a limited license issued under the provisions of chapter
23 653 of NRS, medical laboratory director or technician, licensed
24 dietitian or a licensed hospital, clinic, surgery center, physicians'
25 professional corporation or group practice that employs any such
26 person and its employees.

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

28 42.021 1. In an action for injury or death against a provider
29 of health care based upon professional negligence, if the defendant
30 so elects, the defendant may introduce evidence of any amount
31 payable as a benefit to the plaintiff as a result of the injury or death
32 pursuant to the United States Social Security Act, any state or
33 federal income disability or worker's compensation act, any health,
34 sickness or income-disability insurance, accident insurance that
35 provides health benefits or income-disability coverage, and any
36 contract or agreement of any group, organization, partnership or
37 corporation to provide, pay for or reimburse the cost of medical,
38 hospital, dental or other health care services. If the defendant elects
39 to introduce such evidence, the plaintiff may introduce evidence of
40 any amount that the plaintiff has paid or contributed to secure the
41 plaintiff's right to any insurance benefits concerning which the
42 defendant has introduced evidence.

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

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



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

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

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

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

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

43 7. Following the occurrence or expiration of all obligations
44 specified in the periodic payment judgment, any obligation of the



1 judgment debtor to make further payments ceases and any security
2 given pursuant to subsection 4 reverts to the judgment debtor.

3 8. As used in this section:

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

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

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

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

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

26 52.320 As used in NRS 52.320 to 52.375, inclusive, unless the
27 context otherwise requires:

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

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

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

38 372.7285 1. In administering the provisions of NRS 372.325,
39 the Department shall apply the exemption to the sale of a medical
40 device to a governmental entity that is exempt pursuant to that
41 section without regard to whether the person using the medical
42 device or the governmental entity that purchased the device is
43 deemed to be the holder of title to the device if:



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

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

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

9 2. As used in this section:

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

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

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

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

27 374.731 1. In administering the provisions of NRS 374.330,
28 the Department shall apply the exemption to the sale of a medical
29 device to a governmental entity that is exempt pursuant to that
30 section without regard to whether the person using the medical
31 device or the governmental entity that purchased the device is
32 deemed to be the holder of title to the device if:

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

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

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

41 2. As used in this section:

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



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

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

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

15 439A.0195 "Practitioner" means a physician licensed under
16 chapter 630, 630A or 633 of NRS, dentist, licensed nurse,
17 dispensing optician, optometrist, ~~registered~~ *licensed* physical
18 therapist, podiatric physician, licensed psychologist, chiropractor,
19 doctor of Oriental medicine in any form, medical laboratory director
20 or technician, pharmacist or other person whose principal
21 occupation is the provision of services for health.

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

