

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.

~

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.



* S B 1 0 0 R 1 *

27 **Section 3** of this bill deems practicing as a physical therapist or physical
 28 therapist assistant under the Compact to be equivalent to practicing under a license
 29 issued by the Nevada Physical Therapy Board. **Section 4** of this bill requires a
 30 physical therapist practicing under the Compact to display proof that he or she is
 31 authorized to practice under the Compact in the same manner as a licensed physical
 32 therapist is required to display his or her license. **Sections 6-12** of this bill replace
 33 the term “registered physical therapist” with the term “licensed physical therapist”
 34 to reflect current terminology used in existing law governing the practice of
 35 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 **PHYSICAL THERAPY LICENSURE COMPACT**

8 **ARTICLE I. PURPOSE**

9
 10
 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*
 30 6. *Allow a remote state to hold a provider of services with a*
 31 *compact privilege in that state accountable to that state’s practice*
 32 *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.

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

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

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

6. "Data system" means a repository of information about licensees, including, without limitation, examination, licensure, investigative, compact privilege and adverse action.

7. "Encumbered license" means a license that a physical therapy licensing board has limited in any way.

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

9. "Home state" means the member state that is the licensee's primary state of residence.

10. "Investigative information" means information, records and documents received or generated by a physical therapy licensing board pursuant to an investigation.

11. "Jurisprudence requirement" means the assessment of an individual's knowledge of the laws and rules governing the practice of physical therapy in a state.

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



1 13. “Member state” means a state that has enacted the
2 Compact.

3 14. “Party state” means any member state in which a licensee
4 holds a current license or compact privilege or is applying for a
5 license or compact privilege.

6 15. “Physical therapist” means an individual who is licensed
7 by a state to practice physical therapy.

8 16. “Physical therapist assistant” means an individual who is
9 licensed or certified by a state and who assists the physical
10 therapist in selected components of physical therapy.

11 17. “Physical therapy,” “physical therapy practice” and “the
12 practice of physical therapy” mean the care and services provided
13 by or under the direction and supervision of a licensed physical
14 therapist.

15 18. “Physical Therapy Compact Commission” or
16 “Commission” means the national administrative body whose
17 membership consists of all states that have enacted the Compact.

18 19. “Physical therapy licensing board” or “licensing board”
19 means the agency of a state that is responsible for the licensing
20 and regulation of physical therapists and physical therapist
21 assistants.

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

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

27 22. “State” means any state, commonwealth, district or
28 territory of the United States of America that regulates the practice
29 of physical therapy.

30
31 **ARTICLE III. STATE PARTICIPATION IN THE COMPACT**

32
33 **I. To participate in the Compact, a state must:**

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

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

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

42 (d) Fully implement a criminal background check
43 requirement, within a time frame established by rule, by receiving
44 the results of the Federal Bureau of Investigation record search



1 *on criminal background checks and use the results in making*
2 *licensure decisions in accordance with subsection 2;*

3 *(e) Comply with the rules of the Commission;*

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

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

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

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

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

18
19 **ARTICLE IV. COMPACT PRIVILEGE**

20
21 *1. To exercise the compact privilege under the terms and*
22 *provisions of the Compact, the licensee shall:*

23 *(a) Hold a license in the home state;*

24 *(b) Have no encumbrance on any state license;*

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

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

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

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

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

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

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

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



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

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

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

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

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

- 20 (a) The specific period of time for which the compact privilege
21 was removed has ended;
22 (b) All fines have been paid; and
23 (c) Two years have elapsed from the date of the adverse action.

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

27
28 **ARTICLE V. ACTIVE DUTY MILITARY**
29 **PERSONNEL OR THEIR SPOUSES**

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

- 34 1. Home of record;
35 2. Permanent change of station; or
36 3. State of current residence if it is different from the
37 permanent change of station state or home of record.

38
39 **ARTICLE VI. ADVERSE ACTIONS**

40
41 1. A home state has the exclusive power to impose adverse
42 action against a license issued by the home state.

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



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

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

14 5. *A remote state may:*

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

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

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

31 6. *Joint Investigations.*

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

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

39
40 **ARTICLE VII. ESTABLISHMENT OF THE PHYSICAL**
41 **THERAPY COMPACT COMMISSION**
42

43 1. *The Compact member states hereby create and establish a*
44 *joint public agency known as the Physical Therapy Compact*
45 *Commission:*



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

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

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

11 2. *Membership, voting and meetings.*

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

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

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

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

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

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

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

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

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

36 (b) *Establish bylaws;*

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

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

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



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

5 (g) Purchase and maintain insurance and bonds;

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

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

13 (j) Accept any and all appropriate donations and grants of
14 money, equipment, supplies, materials and services and receive,
15 utilize and dispose of the same, provided that at all times the
16 Commission shall avoid any appearance of impropriety or conflict
17 of interest;

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

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

24 (m) Establish a budget and make expenditures;

25 (n) Borrow money;

26 (o) Appoint committees, including, without limitation, standing
27 committees composed of members, state regulators, state
28 legislators or their representatives, consumer representatives and
29 such other interested persons as may be designated in this
30 Compact and the bylaws;

31 (p) Provide and receive information from, and cooperate with,
32 law enforcement agencies;

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

34 (r) Perform such other functions as may be necessary or
35 appropriate to achieve the purposes of this Compact consistent
36 with the state regulation of physical therapy licensure and
37 practice.

38 4. The Executive Board may act on behalf of the Commission
39 according to the terms of this Compact:

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

41 (1) Seven voting members who are elected by the
42 Commission from the current membership of the Commission;

43 (2) One ex officio, nonvoting member from the recognized
44 national physical therapy professional association; and



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

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

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

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

8 (e) *The Executive Board shall:*

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

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

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

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

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

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

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

23 **5. Meetings of the Commission.**

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

27 (b) *The Commission or the Executive Board or other*
28 *committees of the Commission may convene in a closed, nonpublic*
29 *meeting if the Commission or Executive Board or other*
30 *committees of the Commission must discuss:*

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

33 (2) *The employment, compensation, discipline or other*
34 *matters, practices or procedures related to specific employees or*
35 *other matters related to the Commission's internal personnel*
36 *practices and procedures;*

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

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

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

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



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

4 (8) *Disclosure of investigative records compiled for law*
5 *enforcement purposes;*

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

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

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

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

25 6. *Financing of the Commission.*

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

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

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

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



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

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

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

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

34 (c) *The Commission shall indemnify and hold harmless any*
35 *member, officer, executive director, employee or representative of*
36 *the Commission for the amount of any settlement or judgment*
37 *obtained against that person arising out of any actual or alleged*
38 *act, error or omission that occurred within the scope of*
39 *Commission employment, duties or responsibilities, or that such*
40 *person had a reasonable basis for believing occurred within the*
41 *scope of Commission employment, duties or responsibilities,*
42 *provided that the actual or alleged act, error or omission did not*
43 *result from the intentional, willful or wanton misconduct of that*
44 *person.*



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

5
6 **ARTICLE VIII. DATA SYSTEM**

7
8 *1. The Commission shall provide for the development,*
9 *maintenance and utilization of a coordinated database and*
10 *reporting system containing licensure, adverse action and*
11 *investigative information on all licensed individuals in member*
12 *states.*

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

18 *(a) Identifying information;*

19 *(b) Licensure data;*

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

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

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

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

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

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

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

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

41
42 **ARTICLE IX. RULEMAKING**

43
44 *1. The Commission shall exercise its rulemaking powers*
45 *pursuant to the criteria set forth in this article and the rules*



1 *adopted pursuant to this article. Rules and amendments shall*
2 *become binding as of the date specified in each rule or*
3 *amendment.*

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

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

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

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

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

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

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

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

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

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

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

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

38 *(a) At least 25 persons;*

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

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

41 *8. If a hearing is held on the proposed rule or amendment,*
42 *the Commission shall publish the place, time and date of the*
43 *scheduled public hearing. If the hearing is held via electronic*
44 *means, the Commission shall publish the mechanism for access to*
45 *the electronic hearing.*



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

6 (b) Hearings shall be conducted in a manner providing each
7 person who wishes to comment a fair and reasonable opportunity
8 to comment orally or in writing.

9 (c) All hearings must be recorded. A copy of the recording
10 must be made available on request.

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

14 9. Following the scheduled hearing date, or by the close of
15 business on the scheduled hearing date if the hearing was not
16 held, the Commission shall consider all written and oral comments
17 received.

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

21 11. By majority vote of all members, the Commission shall
22 take final action on the proposed rule and shall determine the
23 effective date of the rule, if any, based on the rulemaking record
24 and the full text of the rule.

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

34 (a) Meet an imminent threat to public health, safety or
35 welfare;

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

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

39 (d) Protect public health and safety.

40 13. The Commission or an authorized committee of the
41 Commission may direct revisions to a previously adopted rule or
42 amendment for purposes of correcting typographical errors, errors
43 in format, errors in consistency or grammatical errors. Public
44 notice of any revisions must be posted on the website of the
45 Commission. The revision shall be subject to challenge by any



1 *person for a period of 30 days after posting. The revision may be*
2 *challenged only on grounds that the revision results in a material*
3 *change to a rule. A challenge must be made in writing and*
4 *delivered to the chair of the Commission prior to the end of the*
5 *notice period. If a challenge is not made, the revision must take*
6 *effect without further action. If the revision is challenged, the*
7 *revision may not take effect without the approval of the*
8 *Commission.*

9
10 **ARTICLE X. OVERSIGHT, DISPUTE RESOLUTION AND**
11 **ENFORCEMENT**

12
13 **1. Oversight.**

14 (a) *The executive, legislative and judicial branches of state*
15 *government in each member state shall enforce this Compact and*
16 *take all actions necessary and appropriate to effectuate the*
17 *Compact's purposes and intent. The provisions of this Compact*
18 *and the rules promulgated under this Compact have standing as*
19 *statutory law.*

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

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

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

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

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

38 (2) *Provide remedial training and specific technical*
39 *assistance regarding the default.*

40 (b) *If a state in default fails to cure the default, the defaulting*
41 *state may be terminated from the Compact upon an affirmative*
42 *vote of a majority of the member states and all rights, privileges*
43 *and benefits conferred by this Compact may be terminated on the*
44 *effective date of termination. A cure of the default does not relieve*



1 *the offending state of obligations or liabilities incurred during the*
2 *period of default.*

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

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

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

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

23 **3. Dispute resolution.**

24 (a) *Upon request by a member state, the Commission shall*
25 *attempt to resolve disputes related to the Compact that arise*
26 *among member states and between member and nonmember*
27 *states.*

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

31 **4. Enforcement.**

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

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

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



1 **ARTICLE XI. DATE OF IMPLEMENTATION OF THE**
2 **INTERSTATE COMMISSION FOR PHYSICAL THERAPY**
3 **PRACTICE AND ASSOCIATED RULES, WITHDRAWAL AND**
4 **AMENDMENT**
5

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

13 2. *Any state that joins the Compact subsequent to the*
14 *Commission's initial adoption of the rules shall be subject to the*
15 *rules as they exist on the date on which the Compact becomes law*
16 *in that state. Any rule that has been previously adopted by the*
17 *Commission shall have the full force and effect of law on the day*
18 *the Compact becomes law in that state.*

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

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

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

27 4. *This Compact shall not be construed to invalidate or*
28 *prevent any physical therapy licensure agreement or other*
29 *cooperative arrangement between a member state and a*
30 *nonmember state that does not conflict with the provisions of this*
31 *Compact.*

32 5. *This Compact may be amended by the member states. An*
33 *amendment to this Compact shall not become effective and*
34 *binding upon any member state until it is enacted into the laws of*
35 *all member states.*
36

37 **ARTICLE XII. CONSTRUCTION AND SEVERABILITY**
38

39 *This Compact must be liberally construed so as to effectuate*
40 *the purposes of the Compact. The provisions of this Compact are*
41 *severable and if any phrase, clause, sentence or provision of this*
42 *Compact is declared to be contrary to the constitution of any party*
43 *state or of the United States or the applicability thereof to any*
44 *government, agency, person or circumstance is held invalid, the*
45 *validity of the remainder of this Compact and the applicability of*



1 *the remainder of this Compact to any government, agency, person*
2 *or circumstance shall not be affected thereby. If this Compact is*
3 *held contrary to the constitution of any party state, the Compact*
4 *shall remain in full force and effect as to the remaining party*
5 *states and in full force and effect as to the party state affected as to*
6 *all severable matters.*

7 **Sec. 3.** *Except as otherwise required by the Physical Therapy*
8 *Licensure Compact enacted by section 2 of this act, privilege to*
9 *practice as a physical therapist or physical therapist assistant in*
10 *this State under the Compact shall be deemed to be equivalent to*
11 *the corresponding license for all purposes.*

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

13 640.110 1. The Board shall license as a physical therapist or
14 physical therapist assistant each applicant who proves to the
15 satisfaction of the Board his or her qualifications for licensure.

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

18 (a) As a physical therapist, a license as a physical therapist. The
19 license authorizes the applicant to represent himself or herself as a
20 licensed physical therapist and to practice physical therapy in the
21 State of Nevada subject to the conditions and limitations of this
22 chapter.

23 (b) As a physical therapist assistant, a license as a physical
24 therapist assistant. The license authorizes the applicant to represent
25 himself or herself as a licensed physical therapist assistant and to
26 practice as a licensed physical therapist assistant subject to the
27 conditions and limitations of this chapter.

28 3. Each physical therapist shall display his or her current
29 license *or proof that he or she is authorized to practice in this*
30 *State under the Physical Therapy Licensure Compact enacted by*
31 *section 2 of this act, as applicable,* in a location which is accessible
32 to the public.

33 4. The Board may charge a fee, not to exceed \$25, to change a
34 name on a license.

35 5. A license as a physical therapist assistant remains valid
36 while a supervising physical therapist continues to supervise the
37 physical therapist assistant.

38 **Sec. 5.** (Deleted by amendment.)

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

40 7.095 1. An attorney shall not contract for or collect a fee
41 contingent on the amount of recovery for representing a person
42 seeking damages in connection with an action for injury or death
43 against a provider of health care based upon professional negligence
44 in excess of:

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



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

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

4 (d) Fifteen percent of the amount of recovery that exceeds
5 \$600,000.

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

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

15 4. As used in this section:

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

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

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

32 41A.017 “Provider of health care” means a physician licensed
33 pursuant to chapter 630 or 633 of NRS, physician assistant, dentist,
34 licensed nurse, dispensing optician, optometrist, ~~registered~~
35 *licensed* physical therapist, podiatric physician, licensed
36 psychologist, chiropractor, doctor of Oriental medicine, holder of a
37 license or a limited license issued under the provisions of chapter
38 653 of NRS, medical laboratory director or technician, licensed
39 dietitian or a licensed hospital, clinic, surgery center, physicians’
40 professional corporation or group practice that employs any such
41 person and its employees.

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

43 42.021 1. In an action for injury or death against a provider
44 of health care based upon professional negligence, if the defendant
45 so elects, the defendant may introduce evidence of any amount



1 payable as a benefit to the plaintiff as a result of the injury or death
2 pursuant to the United States Social Security Act, any state or
3 federal income disability or worker's compensation act, any health,
4 sickness or income-disability insurance, accident insurance that
5 provides health benefits or income-disability coverage, and any
6 contract or agreement of any group, organization, partnership or
7 corporation to provide, pay for or reimburse the cost of medical,
8 hospital, dental or other health care services. If the defendant elects
9 to introduce such evidence, the plaintiff may introduce evidence of
10 any amount that the plaintiff has paid or contributed to secure the
11 plaintiff's right to any insurance benefits concerning which the
12 defendant has introduced evidence.

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

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

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

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

25 4. In entering a judgment ordering the payment of future
26 damages by periodic payments pursuant to subsection 3, the court
27 shall make a specific finding as to the dollar amount of periodic
28 payments that will compensate the judgment creditor for such future
29 damages. As a condition to authorizing periodic payments of future
30 damages, the court shall require a judgment debtor who is not
31 adequately insured to post security adequate to assure full payment
32 of such damages awarded by the judgment. Upon termination of
33 periodic payments of future damages, the court shall order the return
34 of this security, or so much as remains, to the judgment debtor.

35 5. A judgment ordering the payment of future damages by
36 periodic payments entered pursuant to subsection 3 must specify the
37 recipient or recipients of the payments, the dollar amount of the
38 payments, the interval between payments, and the number of
39 payments or the period of time over which payments will be made.
40 Such payments must only be subject to modification in the event of
41 the death of the judgment creditor. Money damages awarded for loss
42 of future earnings must not be reduced or payments terminated by
43 reason of the death of the judgment creditor, but must be paid to
44 persons to whom the judgment creditor owed a duty of support, as
45 provided by law, immediately before the judgment creditor's death.



1 In such cases, the court that rendered the original judgment may,
2 upon petition of any party in interest, modify the judgment to award
3 and apportion the unpaid future damages in accordance with this
4 subsection.

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

13 7. Following the occurrence or expiration of all obligations
14 specified in the periodic payment judgment, any obligation of the
15 judgment debtor to make further payments ceases and any security
16 given pursuant to subsection 4 reverts to the judgment debtor.

17 8. As used in this section:

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

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

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

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

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

40 52.320 As used in NRS 52.320 to 52.375, inclusive, unless the
41 context otherwise requires:

42 1. "Custodian of medical records" means a chiropractor,
43 physician, ~~[registered]~~ *licensed* physical therapist or licensed nurse
44 who prepares and maintains medical records, or any employee or
45 agent of such a person or a facility for convalescent care, medical



1 laboratory or hospital who has care, custody and control of medical
2 records for such a person or institution.

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

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

7 372.7285 1. In administering the provisions of NRS 372.325,
8 the Department shall apply the exemption to the sale of a medical
9 device to a governmental entity that is exempt pursuant to that
10 section without regard to whether the person using the medical
11 device or the governmental entity that purchased the device is
12 deemed to be the holder of title to the device if:

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

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

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

21 2. As used in this section:

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

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

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

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

39 374.731 1. In administering the provisions of NRS 374.330,
40 the Department shall apply the exemption to the sale of a medical
41 device to a governmental entity that is exempt pursuant to that
42 section without regard to whether the person using the medical
43 device or the governmental entity that purchased the device is
44 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. 12.** NRS 439A.0195 is hereby amended to read as
27 follows:

28 439A.0195 "Practitioner" means a physician licensed under
29 chapter 630, 630A or 633 of NRS, dentist, licensed nurse,
30 dispensing optician, optometrist, ~~registered~~ *licensed* physical
31 therapist, podiatric physician, licensed psychologist, chiropractor,
32 doctor of Oriental medicine in any form, medical laboratory director
33 or technician, pharmacist or other person whose principal
34 occupation is the provision of services for health.

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

