
ASSEMBLY BILL NO. 248—ASSEMBLYMEMBER MARZOLA

FEBRUARY 18, 2025

Referred to Committee on Commerce and Labor

SUMMARY—Ratifies the Physical Therapy Licensure Compact.
(BDR 54-566)

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; authorizing the sharing of certain information with the data system created pursuant to the Compact; providing a person practicing as a physical therapist or physical therapist assistant under the Compact with the same legal status as a person practicing as a physical therapist or physical therapist assistant under a license issued by the Nevada Physical Therapy Board; revising certain terminology relating to physical therapists; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

1 Existing law provides for the licensure and regulation of physical therapists and
2 physical therapist assistants in this State by the Nevada Physical Therapy Board.
3 (Chapter 640 of NRS) **Section 1** of this bill enacts the Physical Therapy Licensure
4 Compact, which allows a person who is licensed as a physical therapist or physical
5 therapist assistant in a state that is a member of the Compact to practice as a
6 physical therapist or physical therapist assistant in other states that are members of
7 the Compact. In order to practice as a physical therapist or physical therapist
8 assistant under the Compact, the Compact requires a physical therapist or physical
9 therapist assistant to: (1) hold a license in his or her home state; (2) have no
10 encumbrances on his or her license; (3) meet certain other requirements for
11 eligibility; (4) have had no adverse actions taken against any license or authority to
12 practice under the Compact within the previous 2 years; (5) notify the Physical
13 Therapy Compact Commission that he or she is seeking to practice under the
14 Compact in another state; (6) pay any applicable fees; (7) meet any requirements in
15 the state in which he or she seeks to practice under the Compact; and (8) report any
16 adverse action taken against him or her by a non-member state within 30 days after
17 the date the adverse action is taken. The Compact authorizes a member state to take



18 adverse action against a physical therapist or physical therapist assistant practicing
19 in the member state under the Compact.

20 The Compact requires member states to create and establish a joint public
21 agency called the Physical Therapy Compact Commission. The Commission is
22 required to, among other things: (1) establish bylaws; (2) make rules that facilitate
23 and coordinate the implementation and administration of the Compact; (3) hold
24 meetings, which may be closed under certain conditions; and (4) resolve disputes
25 related to the Compact among states that are members of the Compact. The
26 Commission is additionally authorized to levy and collect an annual assessment
27 from each state that is a member of the Compact.

28 The Compact also requires the Commission to provide for the development,
29 maintenance and utilization of a data system to facilitate the sharing of information
30 among member states. **Section 2** of this bill, in general, authorizes the Nevada
31 Physical Therapy Board to disclose information to the data system when required
32 by the Compact. **Section 9** of this bill provides for the confidentiality of certain
33 information disclosed through the data system.

34 **Section 4** of this bill deems practicing as a physical therapist or physical
35 therapist assistant under the Compact to be equivalent to practicing under a license
36 issued by the Nevada Physical Therapy Board, thereby providing such persons with
37 the same authority, duties and legal protections as a licensee. **Section 2** of this bill
38 requires a physical therapist practicing under the Compact to display proof that he
39 or she is authorized to practice under the Compact in the same manner as a licensed
40 physical therapist is required to display his or her license. **Sections 5-8 and 10-14**
41 of this bill replace the term "registered physical therapist" with the term "licensed
42 physical therapist" to reflect current terminology used in existing law governing the
43 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 a new section to read as follows:

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

6
7 ***PHYSICAL THERAPY LICENSURE COMPACT***

8
9 ***SECTION 1. PURPOSE***

10
11 *The purpose of this Compact is to facilitate interstate practice*
12 *of physical therapy with the goal of improving public access to*
13 *physical therapy services. The practice of physical therapy occurs*
14 *in the state where the patient/client is located at the time of the*
15 *patient/client encounter. The Compact preserves the regulatory*
16 *authority of states to protect public health and safety through the*
17 *current system of state licensure.*

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



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

14 SECTION 2. DEFINITIONS

15
16
17 *As used in this Compact, and except as otherwise provided, the*
18 *following definitions shall apply:*

- 19 *1. "Active Duty Military" means full-time duty status in the*
20 *active uniformed service of the United States, including members*
21 *of the National Guard and Reserve on active duty orders pursuant*
22 *to 10 U.S.C. Chapters 1209 and 1211.*
- 23 *2. "Adverse Action" means disciplinary action taken by a*
24 *physical therapy licensing board based upon misconduct,*
25 *unacceptable performance, or a combination of both.*
- 26 *3. "Alternative Program" means a non-disciplinary*
27 *monitoring or practice remediation process approved by a physical*
28 *therapy licensing board. This includes, but is not limited to,*
29 *substance abuse issues.*
- 30 *4. "Compact privilege" means the authorization granted by a*
31 *remote state to allow a licensee from another member state to*
32 *practice as a physical therapist or work as a physical therapist*
33 *assistant in the remote state under its laws and rules. The practice*
34 *of physical therapy occurs in the member state where the*
35 *patient/client is located at the time of the patient/client encounter.*
- 36 *5. "Continuing competence" means a requirement, as a*
37 *condition of license renewal, to provide evidence of participation*
38 *in, and/or completion of, educational and professional activities*
39 *relevant to practice or area of work.*
- 40 *6. "Data system" means a repository of information about*
41 *licensees, including examination, licensure, investigative, compact*
42 *privilege, and adverse action.*
- 43 *7. "Encumbered license" means a license that a physical*
44 *therapy licensing board has limited in any way.*



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

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

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

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

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

15 13. "Member state" means a state that has enacted the
16 Compact.

17 14. "Party state" means any member state in which a licensee
18 holds a current license or compact privilege or is applying for a
19 license or compact privilege.

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

22 16. "Physical therapist assistant" means an individual who is
23 licensed/certified by a state and who assists the physical therapist
24 in selected components of physical therapy.

25 17. "Physical therapy," "physical therapy practice," and "the
26 practice of physical therapy" mean the care and services provided
27 by or under the direction and supervision of a licensed physical
28 therapist.

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

32 19. "Physical therapy licensing board" or "licensing board"
33 means the agency of a state that is responsible for the licensing
34 and regulation of physical therapists and physical therapist
35 assistants.

36 20. "Remote State" means a member state other than the
37 home state, where a licensee is exercising or seeking to exercise
38 the compact privilege.

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

41 22. "State" means any state, commonwealth, district, or
42 territory of the United States of America that regulates the practice
43 of physical therapy.



1 **SECTION 3. STATE PARTICIPATION IN THE COMPACT**

2
3 **A. To participate in the Compact, a state must:**

4 **1. Participate fully in the Commission's data system,**
5 **including using the Commission's unique identifier as defined in**
6 **rules;**

7 **2. Have a mechanism in place for receiving and**
8 **investigating complaints about licensees;**

9 **3. Notify the Commission, in compliance with the terms of**
10 **the Compact and rules, of any adverse action or the availability of**
11 **investigative information regarding a licensee;**

12 **4. Fully implement a criminal background check**
13 **requirement, within a time frame established by rule, by receiving**
14 **the results of the Federal Bureau of Investigation record search**
15 **on criminal background checks and use the results in making**
16 **licensure decisions in accordance with Section 3.B.;**

17 **5. Comply with the rules of the Commission;**

18 **6. Utilize a recognized national examination as a**
19 **requirement for licensure pursuant to the rules of the**
20 **Commission; and**

21 **7. Have continuing competence requirements as a**
22 **condition for license renewal.**

23 **B. Upon adoption of this statute, the member state shall have**
24 **the authority to obtain biometric-based information from each**
25 **physical therapy licensure applicant and submit this information**
26 **to the Federal Bureau of Investigation for a criminal background**
27 **check in accordance with 28 U.S.C. § 534 and 34 U.S.C. § 40316.**

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

31 **D. Member states may charge a fee for granting a compact**
32 **privilege.**

33
34 **SECTION 4. COMPACT PRIVILEGE**

35
36 **A. To exercise the compact privilege under the terms and**
37 **provisions of the Compact, the licensee shall:**

38 **1. Hold a license in the home state;**

39 **2. Have no encumbrance on any state license;**

40 **3. Be eligible for a compact privilege in any member state**
41 **in accordance with Section 4D, G and H;**

42 **4. Have not had any adverse action against any license or**
43 **compact privilege within the previous 2 years;**

44 **5. Notify the Commission that the licensee is seeking the**
45 **compact privilege within a remote state(s);**



1 6. Pay any applicable fees, including any state fee, for the
2 compact privilege;

3 7. Meet any jurisprudence requirements established by the
4 remote state(s) in which the licensee is seeking a compact
5 privilege; and

6 8. Report to the Commission adverse action taken by any
7 non-member state within 30 days from the date the adverse action
8 is taken.

9 B. The compact privilege is valid until the expiration date of
10 the home license. The licensee must comply with the requirements
11 of Section 4.A. to maintain the compact privilege in the remote
12 state.

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

16 D. A licensee providing physical therapy in a remote state is
17 subject to that state's regulatory authority. A remote state may, in
18 accordance with due process and that state's laws, remove a
19 licensee's compact privilege in the remote state for a specific
20 period of time, impose fines, and/or take any other necessary
21 actions to protect the health and safety of its citizens. The licensee
22 is not eligible for a compact privilege in any state until the specific
23 time for removal has passed and all fines are paid.

24 E. If a home state license is encumbered, the licensee shall
25 lose the compact privilege in any remote state until the following
26 occur:

27 1. The home state license is no longer encumbered; and

28 2. Two years have elapsed from the date of the adverse
29 action.

30 F. Once an encumbered license in the home state is restored
31 to good standing, the licensee must meet the requirements of
32 Section 4A to obtain a compact privilege in any remote state.

33 G. If a licensee's compact privilege in any remote state is
34 removed, the individual shall lose the compact privilege in any
35 remote state until the following occur:

36 1. The specific period of time for which the compact
37 privilege was removed has ended;

38 2. All fines have been paid; and

39 3. Two years have elapsed from the date of the adverse
40 action.

41 H. Once the requirements of Section 4G have been met, the
42 license must meet the requirements in Section 4A to obtain a
43 compact privilege in a remote state.



1 3. *If otherwise permitted by state law, recover from the*
2 *licensee the costs of investigations and disposition of cases*
3 *resulting from any adverse action taken against that licensee.*

4 **F. Joint Investigations**

5 1. *In addition to the authority granted to a member state by*
6 *its respective physical therapy practice act or other applicable state*
7 *law, a member state may participate with other member states in*
8 *joint investigations of licensees.*

9 2. *Member states shall share any investigative, litigation, or*
10 *compliance materials in furtherance of any joint or individual*
11 *investigation initiated under the Compact.*

12
13 **SECTION 7. ESTABLISHMENT OF THE PHYSICAL**
14 **THERAPY COMPACT COMMISSION**

15
16 **A. The Compact member states hereby create and establish a**
17 **joint public agency known as the Physical Therapy Compact**
18 **Commission:**

19 1. *The Commission is an instrumentality of the Compact*
20 *states.*

21 2. *Venue is proper and judicial proceedings by or against*
22 *the Commission shall be brought solely and exclusively in a court*
23 *of competent jurisdiction where the principal office of the*
24 *Commission is located. The Commission may waive venue and*
25 *jurisdictional defenses to the extent it adopts or consents to*
26 *participate in alternative dispute resolution proceedings.*

27 3. *Nothing in this Compact shall be construed to be a*
28 *waiver of sovereign immunity.*

29 **B. Membership, Voting, and Meetings**

30 1. *Each member state shall have and be limited to one (1)*
31 *delegate selected by that member state's licensing board.*

32 2. *The delegate shall be a current member of the licensing*
33 *board, who is a physical therapist, physical therapist assistant,*
34 *public member, or the board administrator.*

35 3. *Any delegate may be removed or suspended from office*
36 *as provided by the law of the state from which the delegate is*
37 *appointed.*

38 4. *The member state board shall fill any vacancy occurring*
39 *in the Commission.*

40 5. *Each delegate shall be entitled to one (1) vote with*
41 *regard to the promulgation of rules and creation of bylaws and*
42 *shall otherwise have an opportunity to participate in the business*
43 *and affairs of the Commission.*

44 6. *A delegate shall vote in person or by such other means as*
45 *provided in the bylaws. The bylaws may provide for delegates'*



1 *participation in meetings by telephone or other means of*
2 *communication.*

3 *7. The Commission shall meet at least once during each*
4 *calendar year. Additional meetings shall be held as set forth in the*
5 *bylaws.*

6 *C. The Commission shall have the following powers and*
7 *duties:*

8 *1. Establish the fiscal year of the Commission;*

9 *2. Establish bylaws;*

10 *3. Maintain its financial records in accordance with the*
11 *bylaws;*

12 *4. Meet and take such actions as are consistent with the*
13 *provisions of this Compact and the bylaws;*

14 *5. Promulgate uniform rules to facilitate and coordinate*
15 *implementation and administration of this Compact. The rules*
16 *shall have the force and effect of law and shall be binding in all*
17 *member states;*

18 *6. Bring and prosecute legal proceedings or actions in the*
19 *name of the Commission, provided that the standing of any state*
20 *physical therapy licensing board to sue or be sued under*
21 *applicable law shall not be affected;*

22 *7. Purchase and maintain insurance and bonds;*

23 *8. Borrow, accept, or contract for services of personnel,*
24 *including, but not limited to, employees of a member state;*

25 *9. Hire employees, elect or appoint officers, fix*
26 *compensation, define duties, grant such individuals appropriate*
27 *authority to carry out the purposes of the Compact, and to*
28 *establish the Commission's personnel policies and programs*
29 *relating to conflicts of interest, qualifications of personnel, and*
30 *other related personnel matters;*

31 *10. Accept any and all appropriate donations and grants of*
32 *money, equipment, supplies, materials and services, and to receive,*
33 *utilize and dispose of the same; provided that at all times the*
34 *Commission shall avoid any appearance of impropriety and/or*
35 *conflict of interest;*

36 *11. Lease, purchase, accept appropriate gifts or donations*
37 *of, or otherwise to own, hold, improve or use, any property, real,*
38 *personal or mixed; provided that at all times the Commission shall*
39 *avoid any appearance of impropriety;*

40 *12. Sell convey, mortgage, pledge, lease, exchange,*
41 *abandon, or otherwise dispose of any property real, personal, or*
42 *mixed;*

43 *13. Establish a budget and make expenditures;*

44 *14. Borrow money;*



1 15. *Appoint committees, including standing committees*
2 *composed of members, state regulators, state legislators or their*
3 *representatives, and consumer representatives, and such other*
4 *interested persons as may be designated in this Compact and the*
5 *bylaws;*

6 16. *Provide and receive information from, and cooperate*
7 *with, law enforcement agencies;*

8 17. *Establish and elect an Executive Board; and*

9 18. *Perform such other functions as may be necessary or*
10 *appropriate to achieve the purposes of this Compact consistent*
11 *with the state regulation of physical therapy licensure and*
12 *practice.*

13 D. *The Executive Board*

14 *The Executive Board shall have the power to act on behalf of*
15 *the Commission according to the terms of this Compact.*

16 1. *The Executive Board shall be composed of nine*
17 *members:*

18 a. *Seven voting members who are elected by the*
19 *Commission from the current membership of the Commission;*

20 b. *One ex-officio, nonvoting member from the*
21 *recognized national physical therapy professional association; and*

22 c. *One ex-officio, nonvoting member from the*
23 *recognized membership organization of the physical therapy*
24 *licensing boards.*

25 2. *The ex-officio members will be selected by their*
26 *respective organizations.*

27 3. *The Commission may remove any member of the*
28 *Executive Board as provided in bylaws.*

29 4. *The Executive Board shall meet at least annually.*

30 5. *The Executive Board shall have the following Duties and*
31 *responsibilities:*

32 a. *Recommend to the entire Commission changes to the*
33 *rules or bylaws, changes to this Compact legislation, fees paid by*
34 *Compact member states such as annual dues, and any commission*
35 *Compact fee charged to licensees for the compact privilege;*

36 b. *Ensure Compact administration services are*
37 *appropriately provided, contractual or otherwise;*

38 c. *Prepare and recommend the budget;*

39 d. *Maintain financial records on behalf of the*
40 *Commission;*

41 e. *Monitor Compact compliance of member states and*
42 *provide compliance reports to the Commission;*

43 f. *Establish additional committees as necessary; and*

44 g. *Other duties as provided in rules or bylaws.*

45 E. *Meetings of the Commission*



1 1. All meetings shall be open to the public, and public
2 notice of meetings shall be given in the same manner as required
3 under the rulemaking provisions in Section 9.

4 2. The Commission or the Executive Board or other
5 committees of the Commission may convene in a closed, non-
6 public meeting if the Commission or Executive Board or other
7 committees of the Commission must discuss:

8 a. Non-compliance of a member state with its
9 obligations under the Compact;

10 b. The employment, compensation, discipline or other
11 matters, practices or procedures related to specific employees or
12 other matters related to the Commission's internal personnel
13 practices and procedures;

14 c. Current, threatened, or reasonably anticipated
15 litigation;

16 d. Negotiation of contracts for the purchase, lease, or
17 sale of goods, services, or real estate;

18 e. Accusing any person of a crime or formally censuring
19 any person;

20 f. Disclosure of trade secrets or commercial or financial
21 information that is privileged or confidential;

22 g. Disclosure of information of a personal nature where
23 disclosure would constitute a clearly unwarranted invasion of
24 personal privacy;

25 h. Disclosure of investigative records compiled for law
26 enforcement purposes;

27 i. Disclosure of information related to any investigative
28 reports prepared by or on behalf of or for use of the Commission
29 or other committee charged with responsibility of investigation or
30 determination of compliance issues pursuant to the Compact; or

31 j. Matters specifically exempted from disclosure by
32 federal or member state statute.

33 3. If a meeting, or portion of a meeting, is closed pursuant
34 to this provision, the Commission's legal counsel or designee shall
35 certify that the meeting may be closed and shall reference each
36 relevant exempting provision.

37 4. The Commission shall keep minutes that fully and
38 clearly describe all matters discussed in a meeting and shall
39 provide a full and accurate summary of actions taken, and the
40 reasons therefore, including a description of the views expressed.
41 All documents considered in connection with an action shall be
42 identified in such minutes. All minutes and documents of a closed
43 meeting shall remain under seal, subject to release by a majority
44 vote of the Commission or order of a court of competent
45 jurisdiction.



1 **F. Financing of the Commission**

2 **1. The Commission shall pay, or provide for the payment**
3 **of, the reasonable expenses of its establishment, organization, and**
4 **ongoing activities.**

5 **2. The Commission may accept any and all appropriate**
6 **revenue sources, donations, and grants of money, equipment,**
7 **supplies, materials, and services.**

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

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

21 **5. The Commission shall keep accurate accounts of all**
22 **receipts and disbursements. The receipts and disbursements of the**
23 **Commission shall be subject to the audit and accounting**
24 **procedures established under its bylaws. However, all receipts and**
25 **disbursements of funds handled by the Commission shall be**
26 **audited yearly by a certified or licensed public accountant, and the**
27 **report of the audit shall be included in and become part of the**
28 **annual report of the Commission.**

29 **G. Qualified Immunity, Defense, and Indemnification**

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

42 **2. The Commission shall defend any member, officer,**
43 **executive director, employee or representative of the Commission**
44 **in any civil action seeking to impose liability arising out of any**
45 **actual or alleged act, error, or omission that occurred within the**



1 *scope of Commission employment, duties, or responsibilities, or*
2 *that the person against whom the claim is made had a reasonable*
3 *basis for believing occurred within the scope of Commission*
4 *employment, duties, or responsibilities; provided that nothing*
5 *herein shall be construed to prohibit that person from retaining*
6 *his or her own counsel; and provided further, that the actual or*
7 *alleged act, error, or omission did not result from that person's*
8 *intentional or willful or wanton misconduct.*

9 3. *The Commission shall indemnify and hold harmless any*
10 *member, officer, executive director, employee, or representative of*
11 *the Commission for the amount of any settlement or judgment*
12 *obtained against that person arising out of any actual or alleged*
13 *act, error or omission that occurred within the scope of*
14 *Commission employment, duties, or responsibilities, or that such*
15 *person had a reasonable basis for believing occurred within the*
16 *scope of Commission employment, duties, or responsibilities,*
17 *provided that the actual or alleged act, error, or omission did not*
18 *result from the intentional or willful or wanton misconduct of that*
19 *person.*

20 21 SECTION 8. DATA SYSTEM

22
23 A. *The Commission shall provide for the development,*
24 *maintenance, and utilization of a coordinated database and*
25 *reporting system containing licensure, adverse action, and*
26 *investigative information on all licensed individuals in member*
27 *states.*

28 B. *Notwithstanding any other provision of state law to the*
29 *contrary a member state shall submit a uniform data set to the*
30 *data system on all individuals to whom this Compact is applicable*
31 *as required by the rules of the Commission, including:*

- 32 1. *Identifying information;*
- 33 2. *Licensure data;*
- 34 3. *Adverse actions against a license or compact privilege;*
- 35 4. *Non-confidential information related to alternative*
36 *program participation;*
- 37 5. *Any denial of application for licensure, and the reason(s)*
38 *for such denial; and*
- 39 6. *Other information that may facilitate the administration*
40 *of this Compact, as determined by the rules of the Commission.*

41 C. *Investigative information pertaining to a licensee in any*
42 *member state will only be available to other party states.*

43 D. *The Commission shall promptly notify all member states*
44 *of any adverse action taken against a licensee or an individual*
45 *applying for a license. Adverse action information pertaining to a*



1 *licensee in any member state will be available to any other*
2 *member state.*

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

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

10
11 **SECTION 9. RULEMAKING**

12
13 *A. The Commission shall exercise its rulemaking powers*
14 *pursuant to the criteria set forth in this Section and the rules*
15 *adopted thereunder. Rules and amendments shall become binding*
16 *as of the date specified in each rule or amendment.*

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

22 *C. Rules or amendments to the rules shall be adopted at a*
23 *regular or special meeting of the Commission.*

24 *D. Prior to promulgation and adoption of a final rule or rules*
25 *by the Commission, and at least thirty (30) days in advance of the*
26 *meeting at which the rule will be considered and voted upon, the*
27 *Commission shall file a Notice of Proposed Rulemaking:*

28 *1. On the website of the Commission or other publicly*
29 *accessible platform; and*

30 *2. On the website of each member state physical therapy*
31 *licensing board or other publicly accessible platform or the*
32 *publication in which each state would otherwise publish proposed*
33 *rules.*

34 *E. The Notice of Proposed Rulemaking shall include:*

35 *1. The proposed time, date, and location of the meeting in*
36 *which the rule will be considered and voted upon;*

37 *2. The text of the proposed rule or amendment and the*
38 *reason for the proposed rule;*

39 *3. A request for comments on the proposed rule from any*
40 *interested person; and*

41 *4. The manner in which interested persons may submit*
42 *notice to the Commission of their intention to attend the public*
43 *hearing and any written comments.*



1 *F. Prior to adoption of a proposed rule, the Commission shall*
2 *allow persons to submit written data, facts, opinions, and*
3 *arguments, which shall be made available to the public.*

4 *G. The Commission shall grant an opportunity for a public*
5 *hearing before it adopts a rule or amendment if a hearing is*
6 *requested by:*

7 *1. At least twenty-five (25) persons;*

8 *2. A state or federal governmental subdivision or agency;*

9 *or*

10 *3. An association having at least twenty-five (25) members.*

11 *H. If a hearing is held on the proposed rule or amendment,*
12 *the Commission shall publish the place, time, and date of the*
13 *scheduled public hearing. If the hearing is held via electronic*
14 *means, the Commission shall publish the mechanism for access to*
15 *the electronic hearing.*

16 *1. All persons wishing to be heard at the hearing shall*
17 *notify the executive director of the Commission or other*
18 *designated member in writing of their desire to appear and testify*
19 *at the hearing not less than five (5) business days before the*
20 *scheduled date of the hearing.*

21 *2. Hearings shall be conducted in a manner providing each*
22 *person who wishes to comment a fair and reasonable opportunity*
23 *to comment orally or in writing.*

24 *3. All hearings will be recorded. A copy of the recording*
25 *will be made available on request.*

26 *4. Nothing in this section shall be construed as requiring a*
27 *separate hearing on each rule. Rules may be grouped for the*
28 *convenience of the Commission at hearings required by this*
29 *section.*

30 *I. Following the scheduled hearing date, or by the close of*
31 *business on the scheduled hearing date if the hearing was not*
32 *held, the Commission shall consider all written and oral comments*
33 *received.*

34 *J. If no written notice of intent to attend the public hearing*
35 *by interested parties is received, the Commission may proceed with*
36 *promulgation of the proposed rule without a public hearing.*

37 *K. The Commission shall, by majority vote of all members,*
38 *take final action on the proposed rule and shall determine the*
39 *effective date of the rule, if any, based on the rulemaking record*
40 *and the full text of the rule.*

41 *L. Upon determination that an emergency exists, the*
42 *Commission may consider and adopt an emergency rule without*
43 *prior notice, opportunity for comment, or hearing, provided that*
44 *the usual rulemaking procedures provided in the Compact and in*
45 *this section shall be retroactively applied to the rule as soon as*



1 *reasonably possible, in no event later than ninety (90) days after*
2 *the effective date of the rule. For the purposes of this provision, an*
3 *emergency rule is one that must be adopted immediately in order*
4 *to:*

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

11 *M. The Commission or an authorized committee of the*
12 *Commission may direct revisions to a previously adopted rule or*
13 *amendment for purposes of correcting typographical errors, errors*
14 *in format, errors in consistency, or grammatical errors. Public*
15 *notice of any revisions shall be posted on the website of the*
16 *Commission. The revision shall be subject to challenge by any*
17 *person for a period of thirty (30) days after posting. The revision*
18 *may be challenged only on grounds that the revision results in a*
19 *material change to a rule. A challenge shall be made in writing,*
20 *and delivered to the chair of the Commission prior to the end of*
21 *the notice period. If no challenge is made, the revision will take*
22 *effect without further action. If the revision is challenged, the*
23 *revision may not take effect without the approval of the*
24 *Commission.*

25
26 **SECTION 10. OVERSIGHT, DISPUTE RESOLUTION,**
27 **AND ENFORCEMENT**

28
29 **A. Oversight**

30 *1. The executive, legislative, and judicial branches of state*
31 *government in each member state shall enforce this Compact and*
32 *take all actions necessary and appropriate to effectuate the*
33 *Compact's purposes and intent. The provisions of this Compact*
34 *and the rules promulgated hereunder shall have standing as*
35 *statutory law.*

36 *2. All courts shall take judicial notice of the Compact and*
37 *the rules in any judicial or administrative proceeding in a member*
38 *state pertaining to the subject matter of this Compact which may*
39 *affect the powers, responsibilities or actions of the Commission.*

40 *3. The Commission shall be entitled to receive service of*
41 *process in any such proceeding, and shall have standing to*
42 *intervene in such a proceeding for all purposes. Failure to provide*
43 *service of process to the Commission shall render a judgment or*
44 *order void as to the Commission, this Compact, or promulgated*
45 *rules.*



1 **B. Default, Technical Assistance, and Termination**

2 **1. If the Commission determines that a member state has**
3 **defaulted in the performance of its obligations or responsibilities**
4 **under this Compact or the promulgated rules, the Commission**
5 **shall:**

6 **a. Provide written notice to the defaulting state and**
7 **other member states of the nature of the default, the proposed**
8 **means of curing the default and/or any other action to be taken by**
9 **the Commission; and**

10 **b. Provide remedial training and specific technical**
11 **assistance regarding the default.**

12 **2. If a state in default fails to cure the default, the**
13 **defaulting state may be terminated from the Compact upon an**
14 **affirmative vote of a majority of the member states, and all rights,**
15 **privileges and benefits conferred by this Compact may be**
16 **terminated on the effective date of termination. A cure of the**
17 **default does not relieve the offending state of obligations or**
18 **liabilities incurred during the period of default.**

19 **3. Termination of membership in the Compact shall be**
20 **imposed only after all other means of securing compliance have**
21 **been exhausted. Notice of intent to suspend or terminate shall be**
22 **given by the Commission to the governor, the majority and**
23 **minority leaders of the defaulting state's legislature, and each of**
24 **the member states.**

25 **4. A state that has been terminated is responsible for all**
26 **assessments, obligations, and liabilities incurred through the**
27 **effective date of termination, including obligations that extend**
28 **beyond the effective date of termination.**

29 **5. The Commission shall not bear any costs related to a**
30 **state that is found to be in default or that has been terminated**
31 **from the Compact, unless agreed upon in writing between the**
32 **Commission and the defaulting state.**

33 **6. The defaulting state may appeal the action of the**
34 **Commission by petitioning the U.S. District Court for the District**
35 **of Columbia or the federal district where the Commission has its**
36 **principal offices. The prevailing member shall be awarded all**
37 **costs of such litigation, including reasonable attorney's fees.**

38 **C. Dispute Resolution**

39 **1. Upon request by a member state, the Commission shall**
40 **attempt to resolve disputes related to the Compact that arise**
41 **among member states and between member and non-member**
42 **states.**

43 **2. The Commission shall promulgate a rule providing for**
44 **both mediation and binding dispute resolution for disputes as**
45 **appropriate.**



1 **D. Enforcement**

2 **1. The Commission, in the reasonable exercise of its**
3 **discretion, shall enforce the provisions and rules of this Compact.**

4 **2. By majority vote, the Commission may initiate legal**
5 **action in the United States District Court for the District of**
6 **Columbia or the federal district where the Commission has its**
7 **principal offices against a member state in default to enforce**
8 **compliance with the provisions of the Compact and its**
9 **promulgated rules and bylaws. The relief sought may include both**
10 **injunctive relief and damages. In the event judicial enforcement is**
11 **necessary, the prevailing member shall be awarded all costs of**
12 **such litigation, including reasonable attorney's fees.**

13 **3. The remedies herein shall not be the exclusive remedies**
14 **of the Commission. The Commission may pursue any other**
15 **remedies available under federal or state law.**

16
17 **SECTION 11. DATE OF IMPLEMENTATION OF**
18 **THE INTERSTATE COMMISSION FOR PHYSICAL**
19 **THERAPY PRACTICE AND ASSOCIATED RULES,**
20 **WITHDRAWAL, AND AMENDMENT**

21
22 **A. The Compact shall come into effect on the date on which**
23 **the Compact statute is enacted into law in the tenth member state.**
24 **The provisions, which become effective at that time, shall be**
25 **limited to the powers granted to the Commission relating to**
26 **assembly and the promulgation of rules. Thereafter, the**
27 **Commission shall meet and exercise rulemaking powers necessary**
28 **to the implementation and administration of the Compact.**

29 **B. Any state that joins the Compact subsequent to the**
30 **Commission's initial adoption of the rules shall be subject to the**
31 **rules as they exist on the date on which the Compact becomes law**
32 **in that state. Any rule that has been previously adopted by the**
33 **Commission shall have the full force and effect of law on the day**
34 **the Compact becomes law in that state.**

35 **C. Any member state may withdraw from this Compact by**
36 **enacting a statute repealing the same.**

37 **1. A member state's withdrawal shall not take effect until**
38 **six (6) months after enactment of the repealing statute.**

39 **2. Withdrawal shall not affect the continuing requirement**
40 **of the withdrawing state's physical therapy licensing board to**
41 **comply with the investigative and adverse action reporting**
42 **requirements of this act prior to the effective date of withdrawal.**

43 **D. Nothing contained in this Compact shall be construed to**
44 **invalidate or prevent any physical therapy licensure agreement or**
45 **other cooperative arrangement between a member state and a**



1 *non-member state that does not conflict with the provisions of this*
2 *Compact.*

3 *E. This Compact may be amended by the member states. No*
4 *amendment to this Compact shall become effective and binding*
5 *upon any member state until it is enacted into the laws of all*
6 *member states.*

7
8 **SECTION 12. CONSTRUCTION AND SEVERABILITY**
9

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

23 **Sec. 2.** NRS 640.075 is hereby amended to read as follows:

24 640.075 1. Except as otherwise provided in this section and
25 NRS 239.0115 **§** and section 1 of this act, a complaint filed with
26 the Board, all documents and other information filed with the
27 complaint and all documents and other information compiled as a
28 result of an investigation conducted to determine whether to initiate
29 disciplinary action against a person are confidential, unless the
30 person submits a written statement to the Board requesting that such
31 documents and information be made public records.

32 2. The charging documents filed with the Board to initiate
33 disciplinary action pursuant to chapter 622A of NRS and all
34 documents and information considered by the Board when
35 determining whether to impose discipline are public records.

36 3. The Board shall, to the extent feasible, communicate or
37 cooperate with or provide any documents or other information to
38 any other licensing board or any other agency that is investigating a
39 person, including, without limitation, a law enforcement agency.

40 4. An order that imposes discipline and the findings of fact and
41 conclusions of law supporting that order are public records.

42 **Sec. 3.** NRS 640.110 is hereby amended to read as follows:

43 640.110 1. The Board shall license as a physical therapist or
44 physical therapist assistant each applicant who proves to the
45 satisfaction of the Board his or her qualifications for licensure.



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

3 (a) As a physical therapist, a license as a physical therapist. The
4 license authorizes the applicant to represent himself or herself as a
5 licensed physical therapist and to practice physical therapy in the
6 State of Nevada subject to the conditions and limitations of this
7 chapter.

8 (b) As a physical therapist assistant, a license as a physical
9 therapist assistant. The license authorizes the applicant to represent
10 himself or herself as a licensed physical therapist assistant and to
11 practice as a licensed physical therapist assistant subject to the
12 conditions and limitations of this chapter.

13 3. Each physical therapist shall display his or her current
14 license *or proof that he or she is authorized to practice in this*
15 *State under the Physical Therapy Licensure Compact enacted by*
16 *section 1 of this act, as applicable*, in a location which is accessible
17 to the public.

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

20 5. A license as a physical therapist assistant remains valid
21 while a supervising physical therapist continues to supervise the
22 physical therapist assistant.

23 **Sec. 4.** The preliminary chapter of NRS is hereby amended by
24 adding thereto a new section to read as follows:

25 *Except as otherwise expressly provided in a particular statute*
26 *or required by the context, privilege to practice as a physical*
27 *therapist or a physical therapist assistant in this State under the*
28 *Physical Therapy Licensure Compact ratified and entered into in*
29 *section 1 of this act shall be deemed to be equivalent to the*
30 *corresponding license.*

31 **Sec. 5.** NRS 7.095 is hereby amended to read as follows:

32 7.095 1. An attorney shall not contract for or collect a fee
33 contingent on the amount of recovery for representing a person
34 seeking damages in connection with an action for injury or death
35 against a provider of health care based upon professional negligence
36 in excess of 35 percent of the amount recovered.

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

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



1 4. As used in this section:

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

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

17 **Sec. 6.** NRS 41A.017 is hereby amended to read as follows:

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

29 **Sec. 7.** NRS 42.021 is hereby amended to read as follows:

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



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

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

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

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

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

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

38 6. If the court finds that the judgment debtor has exhibited a
39 continuing pattern of failing to make the periodic payments as
40 specified pursuant to subsection 5, the court shall find the judgment
41 debtor in contempt of court and, in addition to the required periodic
42 payments, shall order the judgment debtor to pay the judgment
43 creditor all damages caused by the failure to make such periodic
44 payments, including, but not limited to, court costs and attorney's
45 fees.



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

5 8. As used in this section:

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

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

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

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

27 **Sec. 8.** NRS 52.320 is hereby amended to read as follows:

28 52.320 As used in NRS 52.320 to 52.375, inclusive, unless the
29 context otherwise requires:

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

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

40 **Sec. 9.** NRS 239.010 is hereby amended to read as follows:

41 239.010 1. Except as otherwise provided in this section and
42 NRS 1.4683, 1.4687, 1A.110, 3.2203, 41.0397, 41.071, 49.095,
43 49.293, 62D.420, 62D.440, 62E.516, 62E.620, 62H.025, 62H.030,
44 62H.170, 62H.220, 62H.320, 75A.100, 75A.150, 76.160, 78.152,
45 80.113, 81.850, 82.183, 86.246, 86.54615, 87.515, 87.5413,



1 87A.200, 87A.580, 87A.640, 88.3355, 88.5927, 88.6067, 88A.345,
2 88A.7345, 89.045, 89.251, 90.730, 91.160, 116.757, 116A.270,
3 116B.880, 118B.026, 119.260, 119.265, 119.267, 119.280,
4 119A.280, 119A.653, 119A.677, 119B.370, 119B.382, 120A.640,
5 120A.690, 125.130, 125B.140, 126.141, 126.161, 126.163, 126.730,
6 127.007, 127.057, 127.130, 127.140, 127.2817, 128.090, 130.312,
7 130.712, 136.050, 159.044, 159A.044, 164.041, 172.075, 172.245,
8 176.01334, 176.01385, 176.015, 176.0625, 176.09129, 176.156,
9 176A.630, 178.39801, 178.4715, 178.5691, 178.5717, 179.495,
10 179A.070, 179A.165, 179D.160, 180.600, 200.3771, 200.3772,
11 200.5095, 200.604, 202.3662, 205.4651, 209.392, 209.3923,
12 209.3925, 209.419, 209.429, 209.521, 211A.140, 213.010, 213.040,
13 213.095, 213.131, 217.105, 217.110, 217.464, 217.475, 218A.350,
14 218E.625, 218F.150, 218G.130, 218G.240, 218G.350, 218G.615,
15 224.240, 226.462, 226.796, 228.270, 228.450, 228.495, 228.570,
16 231.069, 231.1285, 231.1473, 232.1369, 233.190, 237.300,
17 239.0105, 239.0113, 239.014, 239B.026, 239B.030, 239B.040,
18 239B.050, 239C.140, 239C.210, 239C.230, 239C.250, 239C.270,
19 239C.420, 240.007, 241.020, 241.030, 241.039, 242.105, 244.264,
20 244.335, 247.540, 247.545, 247.550, 247.560, 250.087, 250.130,
21 250.140, 250.145, 250.150, 268.095, 268.0978, 268.490, 268.910,
22 269.174, 271A.105, 281.195, 281.805, 281A.350, 281A.680,
23 281A.685, 281A.750, 281A.755, 281A.780, 284.4068, 284.4086,
24 286.110, 286.118, 287.0438, 289.025, 289.080, 289.387, 289.830,
25 293.4855, 293.5002, 293.503, 293.504, 293.558, 293.5757, 293.870,
26 293.906, 293.908, 293.909, 293.910, 293B.135, 293D.510, 331.110,
27 332.061, 332.351, 333.333, 333.335, 338.070, 338.1379, 338.1593,
28 338.1725, 338.1727, 348.420, 349.597, 349.775, 353.205,
29 353A.049, 353A.085, 353A.100, 353C.240, 353D.250, 360.240,
30 360.247, 360.255, 360.755, 361.044, 361.2242, 361.610, 365.138,
31 366.160, 368A.180, 370.257, 370.327, 372A.080, 378.290, 378.300,
32 379.0075, 379.008, 379.1495, 385A.830, 385B.100, 387.626,
33 387.631, 388.1455, 388.259, 388.501, 388.503, 388.513, 388.750,
34 388A.247, 388A.249, 391.033, 391.035, 391.0365, 391.120,
35 391.925, 392.029, 392.147, 392.264, 392.271, 392.315, 392.317,
36 392.325, 392.327, 392.335, 392.850, 393.045, 394.167, 394.16975,
37 394.1698, 394.447, 394.460, 394.465, 396.1415, 396.1425, 396.143,
38 396.159, 396.3295, 396.405, 396.525, 396.535, 396.9685,
39 398A.115, 408.3885, 408.3886, 408.3888, 408.5484, 412.153,
40 414.280, 416.070, 422.2749, 422.305, 422A.342, 422A.350,
41 425.400, 427A.1236, 427A.872, 427A.940, 432.028, 432.205,
42 432B.175, 432B.280, 432B.290, 432B.4018, 432B.407, 432B.430,
43 432B.560, 432B.5902, 432C.140, 432C.150, 433.534, 433A.360,
44 439.4941, 439.4988, 439.5282, 439.840, 439.914, 439A.116,
45 439A.124, 439B.420, 439B.754, 439B.760, 439B.845, 440.170,



1 441A.195, 441A.220, 441A.230, 442.330, 442.395, 442.735,
2 442.774, 445A.665, 445B.570, 445B.7773, 449.209, 449.245,
3 449.4315, 449A.112, 450.140, 450B.188, 450B.805, 453.164,
4 453.720, 458.055, 458.280, 459.050, 459.3866, 459.555, 459.7056,
5 459.846, 463.120, 463.15993, 463.240, 463.3403, 463.3407,
6 463.790, 467.1005, 480.535, 480.545, 480.935, 480.940, 481.063,
7 481.091, 481.093, 482.170, 482.368, 482.5536, 483.340, 483.363,
8 483.575, 483.659, 483.800, 484A.469, 484B.830, 484B.833,
9 484E.070, 485.316, 501.344, 503.452, 522.040, 534A.031, 561.285,
10 571.160, 584.655, 587.877, 598.0964, 598.098, 598A.110,
11 598A.420, 599B.090, 603.070, 603A.210, 604A.303, 604A.710,
12 604D.500, 604D.600, 612.265, 616B.012, 616B.015, 616B.315,
13 616B.350, 618.341, 618.425, 622.238, 622.310, 623.131, 623A.137,
14 624.110, 624.265, 624.327, 625.425, 625A.185, 628.418, 628B.230,
15 628B.760, 629.043, 629.047, 629.069, 630.133, 630.2671,
16 630.2672, 630.2673, 630.2687, 630.30665, 630.336, 630A.327,
17 630A.555, 631.332, 631.368, 632.121, 632.125, 632.3415,
18 632.3423, 632.405, 633.283, 633.301, 633.427, 633.4715, 633.4716,
19 633.4717, 633.524, 634.055, 634.1303, 634.214, 634A.169,
20 634A.185, 634B.730, 635.111, 635.158, 636.262, 636.342, 637.085,
21 637.145, 637B.192, 637B.288, 638.087, 638.089, 639.183,
22 639.2485, 639.570, 640.075, 640.152, 640A.185, 640A.220,
23 640B.405, 640B.730, 640C.580, 640C.600, 640C.620, 640C.745,
24 640C.760, 640D.135, 640D.190, 640E.225, 640E.340, 641.090,
25 641.221, 641.2215, 641A.191, 641A.217, 641A.262, 641B.170,
26 641B.281, 641B.282, 641C.455, 641C.760, 641D.260, 641D.320,
27 642.524, 643.189, 644A.870, 645.180, 645.625, 645A.050,
28 645A.082, 645B.060, 645B.092, 645C.220, 645C.225, 645D.130,
29 645D.135, 645G.510, 645H.320, 645H.330, 647.0945, 647.0947,
30 648.033, 648.197, 649.065, 649.067, 652.126, 652.228, 653.900,
31 654.110, 656.105, 657A.510, 661.115, 665.130, 665.133, 669.275,
32 669.285, 669A.310, 670B.680, 671.365, 671.415, 673.450, 673.480,
33 675.380, 676A.340, 676A.370, 677.243, 678A.470, 678C.710,
34 678C.800, 679B.122, 679B.124, 679B.152, 679B.159, 679B.190,
35 679B.285, 679B.690, 680A.270, 681A.440, 681B.260, 681B.410,
36 681B.540, 683A.0873, 685A.077, 686A.289, 686B.170, 686C.306,
37 687A.060, 687A.115, 687B.404, 687C.010, 688C.230, 688C.480,
38 688C.490, 689A.696, 692A.117, 692C.190, 692C.3507, 692C.3536,
39 692C.3538, 692C.354, 692C.420, 693A.480, 693A.615, 696B.550,
40 696C.120, 703.196, 704B.325, 706.1725, 706A.230, 710.159,
41 711.600, *and section 1 of this act*, sections 35, 38 and 41 of chapter
42 478, Statutes of Nevada 2011 and section 2 of chapter 391, Statutes
43 of Nevada 2013 and unless otherwise declared by law to be
44 confidential, all public books and public records of a governmental
45 entity must be open at all times during office hours to inspection by



1 any person, and may be fully copied or an abstract or memorandum
2 may be prepared from those public books and public records. Any
3 such copies, abstracts or memoranda may be used to supply the
4 general public with copies, abstracts or memoranda of the records or
5 may be used in any other way to the advantage of the governmental
6 entity or of the general public. This section does not supersede or in
7 any manner affect the federal laws governing copyrights or enlarge,
8 diminish or affect in any other manner the rights of a person in any
9 written book or record which is copyrighted pursuant to federal law.

10 2. A governmental entity may not reject a book or record
11 which is copyrighted solely because it is copyrighted.

12 3. A governmental entity that has legal custody or control of a
13 public book or record shall not deny a request made pursuant to
14 subsection 1 to inspect or copy or receive a copy of a public book or
15 record on the basis that the requested public book or record contains
16 information that is confidential if the governmental entity can
17 redact, delete, conceal or separate, including, without limitation,
18 electronically, the confidential information from the information
19 included in the public book or record that is not otherwise
20 confidential.

21 4. If requested, a governmental entity shall provide a copy of a
22 public record in an electronic format by means of an electronic
23 medium. Nothing in this subsection requires a governmental entity
24 to provide a copy of a public record in an electronic format or by
25 means of an electronic medium if:

26 (a) The public record:

27 (1) Was not created or prepared in an electronic format; and

28 (2) Is not available in an electronic format; or

29 (b) Providing the public record in an electronic format or by
30 means of an electronic medium would:

31 (1) Give access to proprietary software; or

32 (2) Require the production of information that is confidential
33 and that cannot be redacted, deleted, concealed or separated from
34 information that is not otherwise confidential.

35 5. An officer, employee or agent of a governmental entity who
36 has legal custody or control of a public record:

37 (a) Shall not refuse to provide a copy of that public record in the
38 medium that is requested because the officer, employee or agent has
39 already prepared or would prefer to provide the copy in a different
40 medium.

41 (b) Except as otherwise provided in NRS 239.030, shall, upon
42 request, prepare the copy of the public record and shall not require
43 the person who has requested the copy to prepare the copy himself
44 or herself.



1 **Sec. 10.** NRS 372.7285 is hereby amended to read as follows:
2 372.7285 1. In administering the provisions of NRS 372.325,
3 the Department shall apply the exemption to the sale of a medical
4 device to a governmental entity that is exempt pursuant to that
5 section without regard to whether the person using the medical
6 device or the governmental entity that purchased the device is
7 deemed to be the holder of title to the device if:

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

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

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

16 2. As used in this section:

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

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

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

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

35 374.731 1. In administering the provisions of NRS 374.330,
36 the Department shall apply the exemption to the sale of a medical
37 device to a governmental entity that is exempt pursuant to that
38 section without regard to whether the person using the medical
39 device or the governmental entity that purchased the device is
40 deemed to be the holder of title to the device if:

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

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



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

5 2. As used in this section:

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

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

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

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

25 439A.0195 "Practitioner" means a physician licensed under
26 chapter 630, 630A or 633 of NRS, dentist, licensed nurse,
27 dispensing optician, optometrist, ~~registered~~ *licensed* physical
28 therapist, podiatric physician, licensed psychologist, chiropractic
29 physician, naprapath, doctor of Oriental medicine in any form,
30 medical laboratory director or technician, pharmacist or other person
31 whose principal occupation is the provision of services for health.

32 **Sec. 13.** NRS 598A.360 is hereby amended to read as follows:

33 598A.360 "Practitioner" means a physician licensed pursuant
34 to chapter 630 or 633 of NRS, physician assistant, licensed nurse,
35 dispensing optician, optometrist, practitioner of respiratory care,
36 ~~registered~~ *licensed* physical therapist, occupational therapist,
37 licensed psychologist or perfusionist.

38 **Sec. 14.** This act becomes effective on July 1, 2025.

