

REQUIRES TWO-THIRDS MAJORITY VOTE
(§§ 1, 10, 21, 23, 26)

S.B. 34

SENATE BILL NO. 34—COMMITTEE ON COMMERCE AND LABOR

(ON BEHALF OF THE PATIENT PROTECTION COMMISSION)

PREFILED NOVEMBER 15, 2024

Referred to Committee on Commerce and Labor

SUMMARY—Revises provisions relating to certain providers of health care. (BDR 54-449)

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 health care; entering into interstate compacts that authorize the multistate practice of certain providers of health care under certain conditions; providing professionals practicing in this State under those compacts with the same legal status as persons who are licensed to practice the same professions in this State; authorizing the sharing of certain information with data systems created by those compacts; revising certain terminology; providing for a study of certain impacts of entering into certain interstate compacts; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

1 Existing law provides for the licensure and regulation of physician assistants in
2 this State by the Board of Medical Examiners and the State Board of Osteopathic
3 Medicine. (NRS 630.271-630.2755, 633.432-633.469) **Section 1** of this bill enacts
4 the PA Licensure Compact, which allows a person who is licensed as a physician
5 assistant in a state that is a member of the Compact to practice as a physician
6 assistant in other states that are members of the Compact. In order to practice as a
7 physician assistant under the Compact, the Compact requires a physician assistant to:
8 (1) have graduated from certain programs for the education of physician
9 assistants; (2) hold current certification issued by the National Commission on
10 Certification of Physician Assistants; (3) have no felony or misdemeanor
11 convictions; (4) have never had a license, permit or registration relating to
12 controlled substances suspended or revoked; (5) have a unique identifier, as
13 prescribed by the PA Licensure Compact Commission, a joint public body



* S B 3 4 *

14 established by the Compact; (6) hold an unrestricted license in his or her home
15 state; (7) currently have no limitations or restrictions on his or her license and have
16 had no adverse actions taken against any license or authority to practice under the
17 Compact within the previous 2 years, with certain exceptions; (8) notify the
18 Commission that he or she is seeking to practice under the Compact in another
19 state; (9) pay any applicable fees; (10) meet any requirement in the state in which
20 he or she seeks to practice under the Compact to pass an assessment of his or her
21 knowledge of the applicable laws and rules of that state; and (11) report any
22 adverse action taken against him or her within 30 days after the date the adverse
23 action is taken.

24 Existing law provides for the licensure and regulation of nurses in this State.
25 (Chapter 632 of NRS) **Section 10** of this bill enacts the Nurse Licensure Compact,
26 which allows a person who is licensed as a nurse in a state that is a party to the
27 Compact to obtain a multistate license to practice as a nurse in other states that are
28 parties to the Compact. The Compact regulates the licensure and discipline of
29 nurses who hold multistate licenses through the Compact. To obtain a multistate
30 license, the Compact requires a nurse to: (1) meet the qualifications of his or her
31 home state for licensure; (2) graduate from or be eligible to graduate from a
32 registered nurse or licensed practical/vocational nurse program; (3) pass an English
33 proficiency examination if the applicant is a graduate of a foreign prelicensure
34 education program not taught in English or if English is not the applicant's native
35 language; (4) pass an NCLEX-RN or NCLEX-PN examination; (5) hold or be
36 eligible to hold an active license in his or her home state; (6) undergo a fingerprint
37 or other biometric-based criminal background check; (7) not have been convicted
38 or found guilty of a felony or a misdemeanor offense related to nursing; (8) not be
39 currently enrolled in certain monitoring programs; (9) disclose to the licensing
40 authority in his or her home state whether he or she is participating in such a
41 program; and (10) have a valid social security number.

42 Existing law provides for the licensure and regulation of audiologists and
43 speech-language pathologists in this State. (Chapter 637B of NRS) **Section 21** of
44 this bill enacts the Audiology and Speech-Language Pathology Interstate Compact,
45 which allows a person who is licensed as an audiologist or speech-language
46 pathologist in a state that is a member of the Compact to practice as an audiologist
47 or speech-language pathologist in other states that are members of the Compact. In
48 order to practice as an audiologist or speech-language pathologist under the
49 Compact, the Compact requires an audiologist or speech-language pathologist to:
50 (1) hold a license in his or her home state; (2) have no encumbrances on his or her
51 license; (3) meet certain other requirements for eligibility; (4) have had no adverse
52 actions taken against any license or authority to practice under the Compact within
53 the previous 2 years; (5) notify the Audiology and Speech-Language Pathology
54 Compact Commission, a joint public body established by the Compact, that he or
55 she is seeking to practice under the Compact in another state; (6) pay any
56 applicable fees; and (7) report any adverse action taken against him or her within
57 30 days after the date the adverse action is taken. The Compact additionally
58 requires a member state to recognize the right of an audiologist or speech-language
59 pathologist who is licensed by any member state to practice audiology or speech-
60 language pathology, as applicable, through telehealth in any member state under
61 conditions prescribed by the Commission.

62 Existing law provides for the licensure and regulation of physical therapists and
63 physical therapist assistants in this State. (Chapter 640 of NRS) **Section 23** of this
64 bill enacts the Physical Therapy Licensure Compact, which allows a person who is
65 licensed as a physical therapist or physical therapist assistant in a state that is a
66 member of the Compact to practice as a physical therapist or physical therapist
67 assistant in other states that are members of the Compact. In order to practice as a
68 physical therapist or physical therapist assistant under the Compact, the Compact



69 requires a physical therapist or physical therapist assistant to: (1) hold a license in
70 his or her home state; (2) have no encumbrances on his or her license; (3) meet
71 certain other requirements for eligibility; (4) have had no adverse actions taken
72 against any license or authority to practice under the Compact within the previous 2
73 years; (5) notify the Physical Therapy Compact Commission, a joint public body
74 established by the Compact, that he or she is seeking to practice under the Compact
75 in another state; (6) pay any applicable fees; (7) meet any requirements in the state
76 in which he or she seeks to practice under the Compact; and (8) report any adverse
77 action taken against him or her within 30 days after the date the adverse action is
78 taken.

79 Existing law provides for the licensure and regulation of occupational therapists
80 and occupational therapy assistants in this State. (Chapter 640A of NRS) **Section**
81 **26** of this bill enacts the Occupational Therapy Licensure Compact, which allows a
82 person who is licensed as an occupational therapist or occupational therapy
83 assistant in a state that is a member of the Compact to practice as an occupational
84 therapist or occupational therapy assistant in other states that are members of the
85 Compact. In order to practice as an occupational therapist or occupational therapy
86 assistant under the Compact, the Compact requires an occupational therapist or
87 occupational therapy assistant to: (1) hold a license in his or her home state; (2)
88 have a valid social security number or National Practitioner Identification number;
89 (3) have no encumbrances on his or her license; (4) meet certain other requirements
90 for eligibility; (5) have had no adverse actions taken against any license or authority
91 to practice under the Compact within the previous 2 years; (6) notify the
92 Occupational Therapy Compact Commission, a joint public body established by the
93 Compact, that he or she is seeking to practice under the Compact in another state;
94 (7) pay any applicable fees; (8) complete a fingerprint or other biometric-based
95 criminal background check; (9) meet any requirement in the state in which he or
96 she seeks to practice under the Compact to pass an assessment of his or her
97 knowledge of the applicable laws and rules of that state; and (10) report any
98 adverse action taken against him or her within 30 days after the date the adverse
99 action is taken.

100 Each interstate compact adopted by **sections 1, 10, 21, 23 and 26** authorizes a
101 member state to take adverse action against a provider of health care who is
102 practicing in the member state under the Compact. Each such interstate compact
103 authorizes the commission created by the compact to levy and collect assessments
104 from party states to cover the cost of its operations. Each such compact also creates
105 a data system to facilitate the sharing of information among member states.
106 **Sections 8, 9, 11, 12, 18, 20, 22, 24 and 27** of this bill generally authorize the
107 Board of Medical Examiners, the State Board of Nursing, the State Board of
108 Osteopathic Medicine, the Speech-Language Pathology, Audiology and Hearing
109 Aid Dispensing Board, the Nevada Physical Therapy Board and the Board of
110 Occupational Therapy to disclose information to those data systems when required
111 by those compacts. **Sections 1, 10, 21, 23, 26 and 33** of this bill provide for the
112 confidentiality of certain information disclosed through a data system.

113 **Section 2** of this bill makes a conforming change to reflect that the PA
114 Licensure Compact will be placed in the same chapter as the Interstate Medical
115 Licensure Compact, which relates to physicians. **Sections 4 and 14** of this bill
116 define "PA Licensure Compact" to refer to the PA Licensure Compact for the
117 purposes of provisions governing allopathic and osteopathic medicine. **Sections 6**
118 **and 16** of this bill indicate the applicability of those definitions. **Sections 5 and 15**
119 of this bill prescribe the conditions under which the Board of Medical Examiners or
120 the State Board of Osteopathic Medicine will regulate a physician assistant
121 practicing in this State under the PA Licensure Compact.

122 **Section 28** of this bill deems practicing as a physician assistant, audiologist,
123 speech-language pathologist, physical therapist, physical therapist assistant,



124 occupational therapist or occupational therapy assistant under the Compact to be
 125 equivalent to practicing under a license issued by the applicable professional
 126 licensing board, thereby providing such persons with the same authority, duties and
 127 legal protections as a licensee. Because the Nurse Licensure Compact enacted by
 128 **section 10** requires a nurse practicing under the Nurse Licensure Compact to obtain
 129 a multistate license, such a nurse would be licensed pursuant to provisions of law
 130 governing nursing and would thus also have the same authority as any other nurse
 131 who is licensed to practice in this State. **Sections 7 and 17** of this bill further clarify
 132 that a physician assistant practicing in this State under the PA Licensure Compact
 133 has the same legal status as a physician assistant licensed by the Board of Medical
 134 Examiners or the State Board of Osteopathic Medicine. **Sections 19 and 25** of this
 135 bill require an osteopathic physician assistant or physical therapist practicing under
 136 the Compact to display proof that he or she is authorized to practice under the
 137 Compact in the same manner as a licensed osteopathic physician assistant or
 138 licensed physical therapist, as applicable, is required to display his or her license.
 139 **Sections 29-32, 34-36 and 39** of this bill replace the term “registered physical
 140 therapist” with the term “licensed physical therapist” to reflect current terminology
 141 used in existing law governing the practice of physical therapy and this bill.
 142 **Sections 37 and 38** of this bill make further revisions to clarify that physician
 143 assistants licensed by the Board of Medical Examiners or the State Board of
 144 Osteopathic Medicine and physician assistants practicing in this State under the PA
 145 Licensure Compact have the same authority with regard to prescribing, dispensing,
 146 administering and possessing controlled substances and dangerous drugs.
 147 **Section 40** of this bill requires the Department of Health and Human Services
 148 to: (1) study the potential impacts of the interstate compacts ratified and entered
 149 into in **sections 1, 10, 21, 23 and 26** on the availability of relevant health care
 150 services in this State; and (2) report the results of the study to the Patient Protection
 151 Commission and the Legislature.

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

1 **Section 1.** Chapter 629A of NRS is hereby amended by
 2 adding thereto a new section to read as follows:

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

6 **PA LICENSURE COMPACT**

7
 8 **SECTION 1. PURPOSE**

9
 10 *In order to strengthen access to Medical Services, and in*
 11 *recognition of the advances in the delivery of Medical Services,*
 12 *the Participating States of the PA Licensure Compact have allied*
 13 *in common purpose to develop a comprehensive process that*
 14 *complements the existing authority of State Licensing Boards to*
 15 *license and discipline PAs and seeks to enhance the portability of*
 16 *a License to practice as a PA while safeguarding the safety of*
 17 *patients. This Compact allows Medical Services to be provided by*



1 *PAs, via the mutual recognition of the Licensee's Qualifying*
2 *License by other Compact Participating States. This Compact also*
3 *adopts the prevailing standard for PA licensure and affirms that*
4 *the practice and delivery of Medical Services by the PA occurs*
5 *where the patient is located at the time of the patient encounter,*
6 *and therefore requires the PA to be under the jurisdiction of the*
7 *State Licensing Board where the patient is located. State Licensing*
8 *Boards that participate in this Compact retain the jurisdiction to*
9 *impose Adverse Action against a Compact Privilege in that State*
10 *issued to a PA through the procedures of this Compact. The PA*
11 *Licensure Compact will alleviate burdens for military families by*
12 *allowing active duty military personnel and their spouses to obtain*
13 *a Compact Privilege based on having an unrestricted License in*
14 *good standing from a Participating State.*

15
16 **SECTION 2. DEFINITIONS**
17

18 *In this Compact:*

19 *A. "Adverse Action" means any administrative, civil,*
20 *equitable, or criminal action permitted by a State's laws which is*
21 *imposed by a Licensing Board or other authority against a PA*
22 *License or License application or Compact Privilege such as*
23 *License denial, censure, revocation, suspension, probation,*
24 *monitoring of the Licensee, or restriction on the Licensee's*
25 *practice.*

26 *B. "Compact Privilege" means the authorization granted by a*
27 *Remote State to allow a Licensee from another Participating State*
28 *to practice as a PA to provide Medical Services and other licensed*
29 *activity to a patient located in the Remote State under the Remote*
30 *State's laws and regulations.*

31 *C. "Conviction" means a finding by a court that an*
32 *individual is guilty of a felony or misdemeanor offense through*
33 *adjudication or entry of a plea of guilt or no contest to the charge*
34 *by the offender.*

35 *D. "Criminal Background Check" means the submission of*
36 *fingerprints or other biometric-based information for a License*
37 *applicant for the purpose of obtaining that applicant's criminal*
38 *history record information, as defined in 28 C.F.R. § 20.3(d), from*
39 *the State's criminal history record repository as defined in 28*
40 *C.F.R. § 20.3(f).*

41 *E. "Data System" means the repository of information about*
42 *Licensees, including but not limited to License status and Adverse*
43 *Actions, which is created and administered under the terms of this*
44 *Compact.*



1 F. "Executive Committee" means a group of directors and
2 ex-officio individuals elected or appointed pursuant to
3 Section 7.F.2.

4 G. "Impaired Practitioner" means a PA whose practice is
5 adversely affected by health-related condition(s) that impact their
6 ability to practice.

7 H. "Investigative Information" means information, records,
8 or documents received or generated by a Licensing Board
9 pursuant to an investigation.

10 I. "Jurisprudence Requirement" means the assessment of an
11 individual's knowledge of the laws and Rules governing the
12 practice of a PA in a State.

13 J. "License" means current authorization by a State, other
14 than authorization pursuant to a Compact Privilege, for a PA to
15 provide Medical Services, which would be unlawful without
16 current authorization.

17 K. "Licensee" means an individual who holds a License from
18 a State to provide Medical Services as a PA.

19 L. "Licensing Board" means any State entity authorized to
20 license and otherwise regulate PAs.

21 M. "Medical Services" means health care services provided
22 for the diagnosis, prevention, treatment, cure or relief of a health
23 condition, injury, or disease, as defined by a State's laws and
24 regulations.

25 N. "Model Compact" means the model for the PA Licensure
26 Compact on file with The Council of State Governments or other
27 entity as designated by the Commission.

28 O. "Participating State" means a State that has enacted this
29 Compact.

30 P. "PA" means an individual who is licensed as a physician
31 assistant in a State. For purposes of this Compact, any other title
32 or status adopted by a State to replace the term "physician
33 assistant" shall be deemed synonymous with "physician assistant"
34 and shall confer the same rights and responsibilities to the
35 Licensee under the provisions of this Compact at the time of its
36 enactment.

37 Q. "PA Licensure Compact Commission," "Compact
38 Commission," or "Commission" mean the national administrative
39 body created pursuant to Section 7.A of this Compact.

40 R. "Qualifying License" means an unrestricted License
41 issued by a Participating State to provide Medical Services as a
42 PA.

43 S. "Remote State" means a Participating State where a
44 Licensee who is not licensed as a PA is exercising or seeking to
45 exercise the Compact Privilege.



1 T. "Rule" means a regulation promulgated by an entity that
2 has the force and effect of law.

3 U. "Significant Investigative Information" means
4 Investigative Information that a Licensing Board, after an inquiry
5 or investigation that includes notification and an opportunity for
6 the PA to respond if required by State law, has reason to believe is
7 not groundless and, if proven true, would indicate more than a
8 minor infraction.

9 V. "State" means any state, commonwealth, district, or
10 territory of the United States.

11
12 **SECTION 3. STATE PARTICIPATION IN THIS COMPACT**

13
14 A. To participate in this Compact, a Participating State shall:

15 1. License PAs.

16 2. Participate in the Compact Commission's Data System.

17 3. Have a mechanism in place for receiving and
18 investigating complaints against Licensees and License applicants.

19 4. Notify the Commission, in compliance with the terms of
20 this Compact and Commission Rules, of any Adverse Action
21 against a Licensee or License applicant and the existence of
22 Significant Investigative Information regarding a Licensee or
23 License applicant.

24 5. Fully implement a Criminal Background Check
25 requirement, within a time frame established by Commission Rule,
26 by its Licensing Board receiving the results of a Criminal
27 Background Check and reporting to the Commission whether the
28 License applicant has been granted a License.

29 6. Comply with the Rules of the Compact Commission.

30 7. Utilize passage of a recognized national exam such as
31 the National Commission on Certification of Physician Assistants
32 (NCCPA) Physician Assistant National Certifying Examination
33 (PANCE) as a requirement for PA licensure.

34 8. Grant the Compact Privilege to a holder of a Qualifying
35 License in a Participating State.

36 B. Nothing in this Compact prohibits a Participating State
37 from charging a fee for granting the Compact Privilege.

38
39 **SECTION 4. COMPACT PRIVILEGE**

40
41 A. To exercise the Compact Privilege, a Licensee must:

42 1. Have graduated from a PA program accredited by the
43 Accreditation Review Commission on Education for the Physician
44 Assistant, Inc. or other programs authorized by Commission Rule.



1 2. *Hold current National Commission on Certification of*
2 *Physician Assistants (NCCPA) certification.*

3 3. *Have no felony or misdemeanor Conviction.*

4 4. *Have never had a controlled substance license, permit, or*
5 *registration suspended or revoked by a State or by the United*
6 *States Drug Enforcement Administration.*

7 5. *Have a unique identifier as determined by Commission*
8 *Rule.*

9 6. *Hold a Qualifying License.*

10 7. *Have had no revocation of a License or limitation or*
11 *restriction on any License currently held due to an adverse action.*

12 8. *If a Licensee has had a limitation or restriction on a*
13 *License or Compact Privilege due to an Adverse Action, two years*
14 *must have elapsed from the date on which the License or Compact*
15 *Privilege is no longer limited or restricted due to the Adverse*
16 *Action.*

17 9. *If a Compact Privilege has been revoked or is limited or*
18 *restricted in a Participating State for conduct that would not be a*
19 *basis for disciplinary action in a Participating State in which the*
20 *Licensee is practicing or applying to practice under a Compact*
21 *Privilege, that Participating State shall have the discretion not to*
22 *consider such action as an Adverse Action requiring the denial or*
23 *removal of a Compact Privilege in that State.*

24 10. *Notify the Compact Commission that the Licensee is*
25 *seeking the Compact Privilege in a Remote State.*

26 11. *Meet any Jurisprudence Requirement of a Remote State*
27 *in which the Licensee is seeking to practice under the Compact*
28 *Privilege and pay any fees applicable to satisfying the*
29 *Jurisprudence Requirement.*

30 12. *Report to the Commission any Adverse Action taken by*
31 *a non-participating State within thirty (30) days after the action is*
32 *taken.*

33 B. *The Compact Privilege is valid until the expiration or*
34 *revocation of the Qualifying License unless terminated pursuant*
35 *to an Adverse Action. The Licensee must also comply with all of*
36 *the requirements of Subsection A above to maintain the Compact*
37 *Privilege in a Remote State. If the Participating State takes*
38 *Adverse Action against a Qualifying License, the Licensee shall*
39 *lose the Compact Privilege in any Remote State in which the*
40 *Licensee has a Compact Privilege until all of the following occur:*

41 1. *The License is no longer limited or restricted; and*

42 2. *Two (2) years have elapsed from the date on which the*
43 *License is no longer limited or restricted due to the Adverse*
44 *Action.*



1 *C. Once a restricted or limited License satisfies the*
2 *requirements of Subsection B.1 and 2, the Licensee must meet the*
3 *requirements of Subsection A to obtain a Compact Privilege in any*
4 *Remote State.*

5 *D. For each Remote State in which a PA seeks authority to*
6 *prescribe controlled substances, the PA shall satisfy all*
7 *requirements imposed by such State in granting or renewing such*
8 *authority.*

9
10 **SECTION 5. DESIGNATION OF THE STATE FROM WHICH**
11 **LICENSEE IS APPLYING FOR A COMPACT PRIVILEGE**

12
13 *A. Upon a Licensee's application for a Compact Privilege,*
14 *the Licensee shall identify to the Commission the Participating*
15 *State from which the Licensee is applying, in accordance with*
16 *applicable Rules adopted by the Commission, and subject to the*
17 *following requirements:*

18 *1. When applying for a Compact Privilege, the Licensee*
19 *shall provide the Commission with the address of the Licensee's*
20 *primary residence and thereafter shall immediately report to the*
21 *Commission any change in the address of the Licensee's primary*
22 *residence.*

23 *2. When applying for a Compact Privilege, the Licensee is*
24 *required to consent to accept service of process by mail at the*
25 *Licensee's primary residence on file with the Commission with*
26 *respect to any action brought against the Licensee by the*
27 *Commission or a Participating State, including a subpoena, with*
28 *respect to any action brought or investigation conducted by the*
29 *Commission or a Participating State.*

30
31 **SECTION 6. ADVERSE ACTIONS**

32
33 *A. A Participating State in which a Licensee is licensed shall*
34 *have exclusive power to impose Adverse Action against the*
35 *Qualifying License issued by that Participating State.*

36 *B. In addition to the other powers conferred by State law, a*
37 *Remote State shall have the authority, in accordance with existing*
38 *State due process law, to do all of the following:*

39 *1. Take Adverse Action against a PA's Compact Privilege*
40 *within that State to remove a Licensee's Compact Privilege or take*
41 *other action necessary under applicable law to protect the health*
42 *and safety of its citizens.*

43 *2. Issue subpoenas for both hearings and investigations*
44 *that require the attendance and testimony of witnesses as well as*
45 *the production of evidence. Subpoenas issued by a Licensing*



1 *Board in a Participating State for the attendance and testimony of*
2 *witnesses or the production of evidence from another Participating*
3 *State shall be enforced in the latter State by any court of*
4 *competent jurisdiction, according to the practice and procedure of*
5 *that court applicable to subpoenas issued in proceedings pending*
6 *before it. The issuing authority shall pay any witness fees, travel*
7 *expenses, mileage and other fees required by the service statutes of*
8 *the State in which the witnesses or evidence are located.*

9 *3. Notwithstanding paragraph 2, subpoenas may not be*
10 *issued by a Participating State to gather evidence of conduct in*
11 *another State that is lawful in that other State for the purpose of*
12 *taking Adverse Action against a Licensee's Compact Privilege or*
13 *application for a Compact Privilege in that Participating State.*

14 *4. Nothing in this Compact authorizes a Participating State*
15 *to impose discipline against a PA's Compact Privilege or to deny*
16 *an application for a Compact Privilege in that Participating State*
17 *for the individual's otherwise lawful practice in another State.*

18 *C. For purposes of taking Adverse Action, the Participating*
19 *State which issued the Qualifying License shall give the same*
20 *priority and effect to reported conduct received from any other*
21 *Participating State as it would if the conduct had occurred within*
22 *the Participating State which issued the Qualifying License. In so*
23 *doing, that Participating State shall apply its own State laws to*
24 *determine appropriate action.*

25 *D. A Participating State, if otherwise permitted by State law,*
26 *may recover from the affected PA the costs of investigations and*
27 *disposition of cases resulting from any Adverse Action taken*
28 *against that PA.*

29 *E. A Participating State may take Adverse Action based on*
30 *the factual findings of a Remote State, provided that the*
31 *Participating State follows its own procedures for taking the*
32 *Adverse Action.*

33 *F. Joint Investigations*

34 *1. In addition to the authority granted to a Participating*
35 *State by its respective State PA laws and regulations or other*
36 *applicable State law, any Participating State may participate with*
37 *other Participating States in joint investigations of Licensees.*

38 *2. Participating States shall share any investigative,*
39 *litigation, or compliance materials in furtherance of any joint or*
40 *individual investigation initiated under this Compact.*

41 *G. If an Adverse Action is taken against a PA's Qualifying*
42 *License, the PA's Compact Privilege in all Remote States shall be*
43 *deactivated until two (2) years have elapsed after all restrictions*
44 *have been removed from the State License. All disciplinary orders*
45 *by the Participating State which issued the Qualifying License that*



1 *impose Adverse Action against a PA's License shall include a*
2 *Statement that the PA's Compact Privilege is deactivated in all*
3 *Participating States during the pendency of the order.*

4 *H. If any Participating State takes Adverse Action, it*
5 *promptly shall notify the administrator of the Data System.*

6
7 **SECTION 7. ESTABLISHMENT OF THE PA**
8 **LICENSURE COMPACT COMMISSION**
9

10 *A. The Participating States hereby create and establish a joint*
11 *government agency and national administrative body known as*
12 *the PA Licensure Compact Commission. The Commission is an*
13 *instrumentality of the Compact States acting jointly and not an*
14 *instrumentality of any one State. The Commission shall come into*
15 *existence on or after the effective date of the Compact as set forth*
16 *in Section 11.A.*

17 *B. Membership, Voting, and Meetings*

18 *1. Each Participating State shall have and be limited to one*
19 *(1) delegate selected by that Participating State's Licensing Board*
20 *or, if the State has more than one Licensing Board, selected*
21 *collectively by the Participating State's Licensing Boards.*

22 *2. The delegate shall be either:*

23 *a. A current PA, physician or public member of a*
24 *Licensing Board or PA Council/Committee; or*

25 *b. An administrator of a Licensing Board.*

26 *3. Any delegate may be removed or suspended from office*
27 *as provided by the laws of the State from which the delegate is*
28 *appointed.*

29 *4. The Participating State Licensing Board shall fill any*
30 *vacancy occurring in the Commission within sixty (60) days.*

31 *5. Each delegate shall be entitled to one (1) vote on all*
32 *matters voted on by the Commission and shall otherwise have an*
33 *opportunity to participate in the business and affairs of the*
34 *Commission. A delegate shall vote in person or by such other*
35 *means as provided in the bylaws. The bylaws may provide for*
36 *delegates' participation in meetings by telecommunications, video*
37 *conference, or other means of communication.*

38 *6. The Commission shall meet at least once during each*
39 *calendar year. Additional meetings shall be held as set forth in this*
40 *Compact and the bylaws.*

41 *7. The Commission shall establish by Rule a term of office*
42 *for delegates.*

43 *C. The Commission shall have the following powers and*
44 *duties:*

45 *1. Establish a code of ethics for the Commission;*



- 1 2. *Establish the fiscal year of the Commission;*
- 2 3. *Establish fees;*
- 3 4. *Establish bylaws;*
- 4 5. *Maintain its financial records in accordance with the*
- 5 *bylaws;*
- 6 6. *Meet and take such actions as are consistent with the*
- 7 *provisions of this Compact and the bylaws;*
- 8 7. *Promulgate Rules to facilitate and coordinate*
- 9 *implementation and administration of this Compact. The Rules*
- 10 *shall have the force and effect of law and shall be binding in all*
- 11 *Participating States;*
- 12 8. *Bring and prosecute legal proceedings or actions in the*
- 13 *name of the Commission, provided that the standing of any State*
- 14 *Licensing Board to sue or be sued under applicable law shall not*
- 15 *be affected;*
- 16 9. *Purchase and maintain insurance and bonds;*
- 17 10. *Borrow, accept, or contract for services of personnel,*
- 18 *including, but not limited to, employees of a Participating State;*
- 19 11. *Hire employees and engage contractors, elect or*
- 20 *appoint officers, fix compensation, define duties, grant such*
- 21 *individuals appropriate authority to carry out the purposes of this*
- 22 *Compact, and establish the Commission's personnel policies and*
- 23 *programs relating to conflicts of interest, qualifications of*
- 24 *personnel, and other related personnel matters;*
- 25 12. *Accept any and all appropriate donations and grants of*
- 26 *money, equipment, supplies, materials and services, and receive,*
- 27 *utilize and dispose of the same; provided that at all times the*
- 28 *Commission shall avoid any appearance of impropriety or conflict*
- 29 *of interest;*
- 30 13. *Lease, purchase, accept appropriate gifts or donations*
- 31 *of, or otherwise own, hold, improve or use, any property, real,*
- 32 *personal or mixed; provided that at all times the Commission shall*
- 33 *avoid any appearance of impropriety;*
- 34 14. *Sell, convey, mortgage, pledge, lease, exchange,*
- 35 *abandon, or otherwise dispose of any property real, personal, or*
- 36 *mixed;*
- 37 15. *Establish a budget and make expenditures;*
- 38 16. *Borrow money;*
- 39 17. *Appoint committees, including standing committees*
- 40 *composed of members, State regulators, State legislators or their*
- 41 *representatives, and consumer representatives, and such other*
- 42 *interested persons as may be designated in this Compact and the*
- 43 *bylaws;*
- 44 18. *Provide and receive information from, and cooperate*
- 45 *with, law enforcement agencies;*



1 19. *Elect a Chair, Vice Chair, Secretary and Treasurer and*
2 *such other officers of the Commission as provided in the*
3 *Commission's bylaws;*

4 20. *Reserve for itself, in addition to those reserved*
5 *exclusively to the Commission under the Compact, powers that the*
6 *Executive Committee may not exercise;*

7 21. *Approve or disapprove a State's participation in*
8 *the Compact based upon its determination as to whether the*
9 *State's Compact legislation departs in a material manner from the*
10 *Model Compact language;*

11 22. *Prepare and provide to the Participating States an*
12 *annual report; and*

13 23. *Perform such other functions as may be necessary or*
14 *appropriate to achieve the purposes of this Compact consistent*
15 *with the State regulation of PA licensure and practice.*

16 D. *Meetings of the Commission*

17 1. *All meetings of the Commission that are not closed*
18 *pursuant to this subsection shall be open to the public. Notice of*
19 *public meetings shall be posted on the Commission's website at*
20 *least thirty (30) days prior to the public meeting.*

21 2. *Notwithstanding subsection D.1 of this section, the*
22 *Commission may convene a public meeting by providing at least*
23 *twenty-four (24) hours prior notice on the Commission's website,*
24 *and any other means as provided in the Commission's Rules, for*
25 *any of the reasons it may dispense with notice of proposed*
26 *rulemaking under Section 9.L.*

27 3. *The Commission may convene in a closed, non-public*
28 *meeting or non-public part of a public meeting to receive legal*
29 *advice or to discuss:*

30 a. *Non-compliance of a Participating State with its*
31 *obligations under this Compact;*

32 b. *The employment, compensation, discipline or other*
33 *matters, practices or procedures related to specific employees or*
34 *other matters related to the Commission's internal personnel*
35 *practices and procedures;*

36 c. *Current, threatened, or reasonably anticipated*
37 *litigation;*

38 d. *Negotiation of contracts for the purchase, lease, or*
39 *sale of goods, services, or real estate;*

40 e. *Accusing any person of a crime or formally censuring*
41 *any person;*

42 f. *Disclosure of trade secrets or commercial or financial*
43 *information that is privileged or confidential;*



1 g. Disclosure of information of a personal nature where
2 disclosure would constitute a clearly unwarranted invasion of
3 personal privacy;

4 h. Disclosure of investigative records compiled for law
5 enforcement purposes;

6 i. 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 this Compact;

10 j. Legal advice; or

11 k. Matters specifically exempted from disclosure by
12 federal or Participating States' statutes.

13 4. If a meeting, or portion of a meeting, is closed pursuant
14 to this provision, the chair of the meeting or the chair's designee
15 shall certify that the meeting or portion of the meeting may be
16 closed and shall reference each relevant exempting provision.

17 5. The Commission shall keep minutes that fully and
18 clearly describe all matters discussed in a meeting and shall
19 provide a full and accurate summary of actions taken, including a
20 description of the views expressed. All documents considered in
21 connection with an action shall be identified in such minutes. All
22 minutes and documents of a closed meeting shall remain under
23 seal, subject to release by a majority vote of the Commission or
24 order of a court of competent jurisdiction.

25 E. Financing of the Commission

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

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

32 3. The Commission may levy on and collect an annual
33 assessment from each Participating State and may impose
34 Compact Privilege fees on Licensees of Participating States to
35 whom a Compact Privilege is granted to cover the cost of the
36 operations and activities of the Commission and its staff, which
37 must be in a total amount sufficient to cover its annual budget as
38 approved by the Commission each year for which revenue is not
39 provided by other sources. The aggregate annual assessment
40 amount levied on Participating States shall be allocated based
41 upon a formula to be determined by Commission Rule.

42 a. A Compact Privilege expires when the Licensee's
43 Qualifying License in the Participating State from which the
44 Licensee applied for the Compact Privilege expires.



1 ***b. If the Licensee terminates the Qualifying License***
2 ***through which the Licensee applied for the Compact Privilege***
3 ***before its scheduled expiration, and the Licensee has a Qualifying***
4 ***License in another Participating State, the Licensee shall inform***
5 ***the Commission that it is changing to that Participating State the***
6 ***Participating State through which it applies for a Compact***
7 ***Privilege and pay to the Commission any Compact Privilege fee***
8 ***required by Commission Rule.***

9 ***4. The Commission shall not incur obligations of any kind***
10 ***prior to securing the funds adequate to meet the same; nor shall***
11 ***the Commission pledge the credit of any of the Participating***
12 ***States, except by and with the authority of the Participating State.***

13 ***5. The Commission shall keep accurate accounts of all***
14 ***receipts and disbursements. The receipts and disbursements of the***
15 ***Commission shall be subject to the financial review and***
16 ***accounting procedures established under its bylaws. All receipts***
17 ***and disbursements of funds handled by the Commission shall be***
18 ***subject to an annual financial review by a certified or licensed***
19 ***public accountant, and the report of the financial review shall be***
20 ***included in and become part of the annual report of the***
21 ***Commission.***

22 ***F. The Executive Committee***

23 ***1. The Executive Committee shall have the power to act on***
24 ***behalf of the Commission according to the terms of this Compact***
25 ***and Commission Rules.***

26 ***2. The Executive Committee shall be composed of nine (9)***
27 ***members:***

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

30 ***b. One ex-officio, nonvoting member from a recognized***
31 ***national PA professional association; and***

32 ***c. One ex-officio, nonvoting member from a recognized***
33 ***national PA certification organization.***

34 ***3. The ex-officio members will be selected by their***
35 ***respective organizations.***

36 ***4. The Commission may remove any member of the***
37 ***Executive Committee as provided in its bylaws.***

38 ***5. The Executive Committee shall meet at least annually.***

39 ***6. The Executive Committee shall have the following duties***
40 ***and responsibilities:***

41 ***a. Recommend to the Commission changes to the***
42 ***Commission's Rules or bylaws, changes to this Compact***
43 ***legislation, fees to be paid by Compact Participating States such as***
44 ***annual dues, and any Commission Compact fee charged to***
45 ***Licensees for the Compact Privilege;***



1 *b. Ensure Compact administration services are*
2 *appropriately provided, contractual or otherwise;*

3 *c. Prepare and recommend the budget;*

4 *d. Maintain financial records on behalf of the*
5 *Commission;*

6 *e. Monitor Compact compliance of Participating States*
7 *and provide compliance reports to the Commission;*

8 *f. Establish additional committees as necessary;*

9 *g. Exercise the powers and duties of the Commission*
10 *during the interim between Commission meetings, except for*
11 *issuing proposed rulemaking or adopting Commission Rules or*
12 *bylaws, or exercising any other powers and duties exclusively*
13 *reserved to the Commission by the Commission's Rules; and*

14 *h. Perform other duties as provided in the Commission's*
15 *Rules or bylaws.*

16 *7. All meetings of the Executive Committee at which it votes*
17 *or plans to vote on matters in exercising the powers and duties of*
18 *the Commission shall be open to the public and public notice of*
19 *such meetings shall be given as public meetings of the*
20 *Commission are given.*

21 *8. The Executive Committee may convene in a closed, non-*
22 *public meeting for the same reasons that the Commission may*
23 *convene in a non-public meeting as set forth in Section 7.D 3 and*
24 *shall announce the closed meeting as the Commission is required*
25 *to under Section 7.D.4 and keep minutes of the closed meeting as*
26 *the Commission is required to under Section 7.D.5.*

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

28 *1. The members, officers, executive director, employees and*
29 *representatives of the Commission shall be immune from suit and*
30 *liability, both personally and in their official capacity, for any*
31 *claim for damage to or loss of property or personal injury or other*
32 *civil liability caused by or arising out of any actual or alleged act,*
33 *error, or omission that occurred, or that the person against whom*
34 *the claim is made had a reasonable basis for believing occurred*
35 *within the scope of Commission employment, duties or*
36 *responsibilities; provided that nothing in this paragraph shall be*
37 *construed to protect any such person from suit or liability for any*
38 *damage, loss, injury, or liability caused by the intentional or*
39 *willful or wanton misconduct of that person. The procurement of*
40 *insurance of any type by the Commission shall not in any way*
41 *compromise or limit the immunity granted hereunder.*

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



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

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

21 4. *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 in any proceedings as authorized by*
26 *Commission Rules.*

27 5. *Nothing herein shall be construed as a limitation on the*
28 *liability of any Licensee for professional malpractice or*
29 *misconduct, which shall be governed solely by any other*
30 *applicable State laws.*

31 6. *Nothing herein shall be construed to designate the venue*
32 *or jurisdiction to bring actions for alleged acts of malpractice,*
33 *professional misconduct, negligence, or other such civil action*
34 *pertaining to the practice of a PA. All such matters shall be*
35 *determined exclusively by State law other than this Compact.*

36 7. *Nothing in this Compact shall be interpreted to waive or*
37 *otherwise abrogate a Participating State's state action immunity or*
38 *state action affirmative defense with respect to antitrust claims*
39 *under the Sherman Act, Clayton Act, or any other State or federal*
40 *antitrust or anticompetitive law or regulation.*

41 8. *Nothing in this Compact shall be construed to be a*
42 *waiver of sovereign immunity by the Participating States or by the*
43 *Commission.*



SECTION 8. DATA SYSTEM

A. The Commission shall provide for the development, maintenance, operation, and utilization of a coordinated data and reporting system containing licensure, Adverse Action, and the reporting of the existence of Significant Investigative Information on all licensed PAs and applicants denied a License in Participating States.

B. Notwithstanding any other State law to the contrary, a Participating State shall submit a uniform data set to the Data System on all PAs to whom this Compact is applicable (utilizing a unique identifier) as required by the Rules of the Commission, including:

1. Identifying information;
2. Licensure data;
3. Adverse Actions against a License or Compact Privilege;
4. Any denial of application for licensure, and the reason(s) for such denial (excluding the reporting of any Criminal history record information where prohibited by law);
5. The existence of Significant Investigative Information; and
6. Other information that may facilitate the administration of this Compact, as determined by the Rules of the Commission.

C. Significant Investigative Information pertaining to a Licensee in any Participating State shall only be available to other Participating States.

D. The Commission shall promptly notify all Participating States of any Adverse Action taken against a Licensee or an individual applying for a License that has been reported to it. This Adverse Action information shall be available to any other Participating State.

E. Participating States contributing information to the Data System may, in accordance with State or federal law, designate information that may not be shared with the public without the express permission of the contributing State. Notwithstanding any such designation, such information shall be reported to the Commission through the Data System.

F. Any information submitted to the Data System that is subsequently expunged pursuant to federal law or the laws of the Participating State contributing the information shall be removed from the Data System upon reporting of such by the Participating State to the Commission.

G. The records and information provided to a Participating State pursuant to this Compact or through the Data System, when certified by the Commission or an agent thereof, shall constitute



1 *the authenticated business records of the Commission, and shall*
2 *be entitled to any associated hearsay exception in any relevant*
3 *judicial, quasi-judicial or administrative proceedings in a*
4 *Participating State.*

5
6 **SECTION 9. RULEMAKING**
7

8 *A. The Commission shall exercise its Rulemaking powers*
9 *pursuant to the criteria set forth in this Section and the Rules*
10 *adopted thereunder. Commission Rules shall become binding as of*
11 *the date specified by the Commission for each Rule.*

12 *B. The Commission shall promulgate reasonable Rules in*
13 *order to effectively and efficiently implement and administer this*
14 *Compact and achieve its purposes. A Commission Rule shall be*
15 *invalid and have not force or effect only if a court of competent*
16 *jurisdiction holds that the Rule is invalid because the Commission*
17 *exercised its rulemaking authority in a manner that is beyond the*
18 *scope of the purposes of this Compact, or the powers granted*
19 *hereunder, or based upon another applicable standard of review.*

20 *C. The Rules of the Commission shall have the force of law*
21 *in each Participating State, provided however that where the Rules*
22 *of the Commission conflict with the laws of the Participating State*
23 *that establish the medical services a PA may perform in the*
24 *Participating State, as held by a court of competent jurisdiction,*
25 *the Rules of the Commission shall be ineffective in that State to*
26 *the extent of the conflict.*

27 *D. If a majority of the legislatures of the Participating States*
28 *rejects a Commission Rule, by enactment of a statute or resolution*
29 *in the same manner used to adopt this Compact within four (4)*
30 *years of the date of adoption of the Rule, then such Rule shall*
31 *have no further force and effect in any Participating State or to*
32 *any State applying to participate in the Compact.*

33 *E. Commission Rules shall be adopted at a regular or special*
34 *meeting of the Commission.*

35 *F. Prior to promulgation and adoption of a final Rule or*
36 *Rules by the Commission, and at least thirty (30) days in advance*
37 *of the meeting at which the Rule will be considered and voted*
38 *upon, the Commission shall file a Notice of Proposed*
39 *Rulemaking:*

40 *1. On the website of the Commission or other publicly*
41 *accessible platform; and*

42 *2. To persons who have requested notice of the*
43 *Commission's notices of proposed rulemaking; and*

44 *3. In such other way(s) as the Commission may by Rule*
45 *specify.*



1 **G. The Notice of Proposed Rulemaking shall include:**

2 1. *The time, date, and location of the public hearing on the*
3 *proposed Rule and the proposed time, date and location of the*
4 *meeting in which the proposed Rule will be considered and voted*
5 *upon;*

6 2. *The text of the proposed Rule and the reason for the*
7 *proposed Rule;*

8 3. *A request for comments on the proposed Rule from any*
9 *interested person and the date by which written comments must be*
10 *received; and*

11 4. *The manner in which interested persons may submit*
12 *notice to the Commission of their intention to attend the public*
13 *hearing or provide any written comments.*

14 **H. Prior to adoption of a proposed Rule, the Commission**
15 *shall allow persons to submit written data, facts, opinions, and*
16 *arguments, which shall be made available to the public.*

17 1. *If the hearing is to be held via electronic means, the*
18 *Commission shall publish the mechanism for access to the*
19 *electronic hearing.*

20 1. *All persons wishing to be heard at the hearing shall as*
21 *directed in the Notice of Proposed Rulemaking, not less than five*
22 *(5) business days before the scheduled date of the hearing, notify*
23 *the Commission of their desire to appear and testify at the hearing.*

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

27 3. *All hearings shall be recorded. A copy of the recording*
28 *and the written comments, data, facts, opinions, and arguments*
29 *received in response to the proposed rulemaking shall be made*
30 *available to a person upon request.*

31 4. *Nothing in this section shall be construed as requiring a*
32 *separate hearing on each proposed Rule. Proposed Rules may be*
33 *grouped for the convenience of the Commission at hearings*
34 *required by this section.*

35 **J. Following the public hearing the Commission shall**
36 *consider all written and oral comments timely received.*

37 **K. The Commission shall, by majority vote of all delegates,**
38 *take final action on the proposed Rule and shall determine the*
39 *effective date of the Rule, if adopted, based on the Rulemaking*
40 *record and the full text of the Rule.*

41 1. *If adopted, the Rule shall be posted on the Commission's*
42 *website.*

43 2. *The Commission may adopt changes to the proposed*
44 *Rule provided the changes do not enlarge the original purpose of*
45 *the proposed Rule.*



1 3. *The Commission shall provide on its website an*
2 *explanation of the reasons for substantive changes made to the*
3 *proposed Rule as well as reasons for substantive changes not*
4 *made that were recommended by commenters.*

5 4. *The Commission shall determine a reasonable effective*
6 *date for the Rule. Except for an emergency as provided in*
7 *subsection L, the effective date of the Rule shall be no sooner than*
8 *thirty (30) days after the Commission issued the notice that it*
9 *adopted the Rule.*

10 L. *Upon determination that an emergency exists, the*
11 *Commission may consider and adopt an emergency Rule with*
12 *twenty-four (24) hours prior notice, without the opportunity for*
13 *comment, or hearing, provided that the usual rulemaking*
14 *procedures provided in this Compact and in this section shall be*
15 *retroactively applied to the Rule as soon as reasonably possible, in*
16 *no event later than ninety (90) days after the effective date of the*
17 *Rule. For the purposes of this provision, an emergency Rule is one*
18 *that must be adopted immediately by the Commission in order to:*

19 1. *Meet an imminent threat to public health, safety, or*
20 *welfare;*

21 2. *Prevent a loss of Commission or Participating State*
22 *funds;*

23 3. *Meet a deadline for the promulgation of a Commission*
24 *Rule that is established by federal law or Rule; or*

25 4. *Protect public health and safety.*

26 M. *The Commission or an authorized committee of the*
27 *Commission may direct revisions to a previously adopted*
28 *Commission Rule for purposes of correcting typographical errors,*
29 *errors in format, errors in consistency, or grammatical errors.*
30 *Public notice of any revisions shall be posted on the website of the*
31 *Commission. The revision shall be subject to challenge by any*
32 *person for a period of thirty (30) days after posting. The revision*
33 *may be challenged only on grounds that the revision results in a*
34 *material change to a Rule. A challenge shall be made as set forth*
35 *in the notice of revisions and delivered to the Commission prior to*
36 *the end of the notice period. If no challenge is made, the revision*
37 *will take effect without further action. If the revision is*
38 *challenged, the revision may not take effect without the approval*
39 *of the Commission.*

40 N. *No Participating State's rulemaking requirements shall*
41 *apply under this Compact.*



**SECTION 10. OVERSIGHT, DISPUTE RESOLUTION,
AND ENFORCEMENT**

A. Oversight

1. *The executive and judicial branches of State government in each Participating State shall enforce this Compact and take all actions necessary and appropriate to implement the Compact.*

2. *Venue is proper and judicial proceedings by or against the Commission shall be brought solely and exclusively in a court of competent jurisdiction where the principal office of the Commission is located. The Commission may waive venue and jurisdictional defenses to the extent it adopts or consents to participate in alternative dispute resolution proceedings. Nothing herein shall affect or limit the selection or propriety of venue in any action against a licensee for professional malpractice, misconduct or any such similar matter.*

3. *The Commission shall be entitled to receive service of process in any proceeding regarding the enforcement or interpretation of the Compact or the Commission's Rules and shall have standing to intervene in such a proceeding for all purposes. Failure to provide the Commission with service of process shall render a judgment or order in such proceeding void as to the Commission, this Compact, or Commission Rules.*

B. Default, Technical Assistance, and Termination

1. *If the Commission determines that a Participating State has defaulted in the performance of its obligations or responsibilities under this Compact or the Commission Rules, the Commission shall provide written notice to the defaulting State and other Participating States. The notice shall describe the default, the proposed means of curing the default and any other action that the Commission may take and shall offer remedial training and specific technical assistance regarding the default.*

2. *If a State in default fails to cure the default, the defaulting State may be terminated from this Compact upon an affirmative vote of a majority of the delegates of the Participating States, and all rights, privileges and benefits conferred by this Compact upon such State may be terminated on the effective date of termination. A cure of the default does not relieve the offending State of obligations or liabilities incurred during the period of default.*

3. *Termination of participation in this Compact shall be imposed only after all other means of securing compliance have been exhausted. Notice of intent to suspend or terminate shall be given by the Commission to the governor, the majority and*



1 *minority leaders of the defaulting State's legislature, and to the*
2 *Licensing Board(s) of each of the Participating States.*

3 *4. A State that has been terminated is responsible for all*
4 *assessments, obligations, and liabilities incurred through the*
5 *effective date of termination, including obligations that extend*
6 *beyond the effective date of termination.*

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

11 *6. The defaulting State may appeal its termination from the*
12 *Compact by the Commission by petitioning the U.S. District Court*
13 *for the District of Columbia or the federal district where the*
14 *Commission has its principal offices. The prevailing member shall*
15 *be awarded all costs of such litigation, including reasonable*
16 *attorney's fees.*

17 *7. Upon the termination of a State's participation in the*
18 *Compact, the State shall immediately provide notice to all*
19 *Licensees within that State of such termination:*

20 *a. Licensees who have been granted a Compact*
21 *Privilege in that State shall retain the Compact Privilege for one*
22 *hundred eighty (180) days following the effective date of such*
23 *termination.*

24 *b. Licensees who are licensed in that State who have*
25 *been granted a Compact Privilege in a Participating State shall*
26 *retain the Compact Privilege for one hundred eighty (180) days*
27 *unless the Licensee also has a Qualifying License in a*
28 *Participating State or obtains a Qualifying License in a*
29 *Participating State before the one hundred eighty (180)-day period*
30 *ends, in which case the Compact Privilege shall continue.*

31 *C. Dispute Resolution*

32 *1. Upon request by a Participating State, the Commission*
33 *shall attempt to resolve disputes related to this Compact that arise*
34 *among Participating States and between participating and non-*
35 *Participating States.*

36 *2. The Commission shall promulgate a Rule providing for*
37 *both mediation and binding dispute resolution for disputes as*
38 *appropriate.*

39 *D. Enforcement*

40 *1. The Commission, in the reasonable exercise of its*
41 *discretion, shall enforce the provisions of this Compact and Rules*
42 *of the Commission.*

43 *2. If compliance is not secured after all means to secure*
44 *compliance have been exhausted, by majority vote, the*
45 *Commission may initiate legal action in the United States District*



1 *Court for the District of Columbia or the federal district where the*
2 *Commission has its principal offices, against a Participating State*
3 *in default to enforce compliance with the provisions of this*
4 *Compact and the Commission's promulgated Rules and bylaws.*
5 *The relief sought may include both injunctive relief and damages.*
6 *In the event judicial enforcement is necessary, the prevailing party*
7 *shall be awarded all costs of such litigation, including reasonable*
8 *attorney's fees.*

9 3. *The remedies herein shall not be the exclusive remedies*
10 *of the Commission. The Commission may pursue any other*
11 *remedies available under federal or State law.*

12 E. *Legal Action Against the Commission*

13 1. *A Participating State may initiate legal action against the*
14 *Commission in the U.S. District Court for the District of Columbia*
15 *or the federal district where the Commission has its principal*
16 *offices to enforce compliance with the provisions of the Compact*
17 *and its Rules. The relief sought may include both injunctive relief*
18 *and damages. In the event judicial enforcement is necessary, the*
19 *prevailing party shall be awarded all costs of such litigation,*
20 *including reasonable attorney's fees.*

21 2. *No person other than a Participating State shall enforce*
22 *this Compact against the Commission.*

23
24 SECTION 11. *DATE OF IMPLEMENTATION OF THE*
25 *PA LICENSURE COMPACT COMMISSION*

26
27 A. *This Compact shall come into effect on the date on which*
28 *this Compact statute is enacted into law in the seventh*
29 *Participating State.*

30 1. *On or after the effective date of the Compact, the*
31 *Commission shall convene and review the enactment of each of*
32 *the States that enacted the Compact prior to the Commission*
33 *convening ("Charter Participating States") to determine if the*
34 *statute enacted by each such Charter Participating State is*
35 *materially different than the Model Compact.*

36 a. *A Charter Participating State whose enactment is*
37 *found to be materially different from the Model Compact shall be*
38 *entitled to the default process set forth in Section 10.B.*

39 b. *If any Participating State later withdraws from the*
40 *Compact or its participation is terminated, the Commission shall*
41 *remain in existence and the Compact shall remain in effect even if*
42 *the number of Participating States should be less than seven.*
43 *Participating States enacting the Compact subsequent to the*
44 *Commission convening shall be subject to the process set forth in*
45 *Section 7.C.21 to determine if their enactments are materially*



1 *different from the Model Compact and whether they qualify for*
2 *participation in the Compact.*

3 *2. Participating States enacting the Compact subsequent to*
4 *the seven initial Charter Participating States shall be subject to the*
5 *process set forth in Section 7.C.21 to determine if their enactments*
6 *are materially different from the Model Compact and whether they*
7 *qualify for participation in the Compact.*

8 *3. All actions taken for the benefit of the Commission or in*
9 *furtherance of the purposes of the administration of the Compact*
10 *prior to the effective date of the Compact or the Commission*
11 *coming into existence shall be considered to be actions of the*
12 *Commission unless specifically repudiated by the Commission.*

13 *B. Any State that joins this Compact shall be subject to the*
14 *Commission's Rules and bylaws as they exist on the date on which*
15 *this Compact becomes law in that State. Any Rule that has been*
16 *previously adopted by the Commission shall have the full force*
17 *and effect of law on the day this Compact becomes law in that*
18 *State.*

19 *C. Any Participating State may withdraw from this Compact*
20 *by enacting a statute repealing the same.*

21 *1. A Participating State's withdrawal shall not take effect*
22 *until one hundred eighty (180) days after enactment of the*
23 *repealing statute. During this one hundred eighty (180) day-*
24 *period, all Compact Privileges that were in effect in the*
25 *withdrawing State and were granted to Licensees licensed in the*
26 *withdrawing State shall remain in effect. If any Licensee licensed*
27 *in the withdrawing State is also licensed in another Participating*
28 *State or obtains a license in another Participating State within the*
29 *one hundred eighty (180) days, the Licensee's Compact Privileges*
30 *in other Participating States shall not be affected by the passage of*
31 *the one hundred eighty (180) days.*

32 *2. Withdrawal shall not affect the continuing requirement*
33 *of the State Licensing Board(s) of the withdrawing State to comply*
34 *with the investigative, and Adverse Action reporting requirements*
35 *of this Compact prior to the effective date of withdrawal.*

36 *3. Upon the enactment of a statute withdrawing a State*
37 *from this Compact, the State shall immediately provide notice of*
38 *such withdrawal to all Licensees within that State. Such*
39 *withdrawing State shall continue to recognize all licenses granted*
40 *pursuant to this Compact for a minimum of one hundred eighty*
41 *(180) days after the date of such notice of withdrawal.*

42 *D. Nothing contained in this Compact shall be construed to*
43 *invalidate or prevent any PA licensure agreement or other*
44 *cooperative arrangement between Participating States and*



1 *between a Participating State and non-Participating State that*
2 *does not conflict with the provisions of this Compact.*

3 *E. This Compact may be amended by the Participating States.*
4 *No amendment to this Compact shall become effective and*
5 *binding upon any Participating State until it is enacted materially*
6 *in the same manner into the laws of all Participating States as*
7 *determined by the Commission.*

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

10
11 *A. This Compact and the Commission's rulemaking authority*
12 *shall be liberally construed so as to effectuate the purposes, and*
13 *the implementation and administration of the Compact. Provisions*
14 *of the Compact expressly authorizing or requiring the*
15 *promulgation of Rules shall not be construed to limit the*
16 *Commission's rulemaking authority solely for those purposes.*

17 *B. The provisions of this Compact shall be severable and if*
18 *any phrase, clause, sentence or provision of this Compact is held*
19 *by a court of competent jurisdiction to be contrary to the*
20 *constitution of any Participating State, a State seeking*
21 *participation in the Compact, or of the United States, or the*
22 *applicability thereof to any government, agency, person or*
23 *circumstance is held to be unconstitutional by a court of*
24 *competent jurisdiction, the validity of the remainder of this*
25 *Compact and the applicability thereof to any other government,*
26 *agency, person or circumstance shall not be affected thereby.*

27 *C. Notwithstanding subsection B or this section, the*
28 *Commission may deny a State's participation in the Compact or,*
29 *in accordance with the requirements of Section 10.B, terminate a*
30 *Participating State's participation in the Compact, if it determines*
31 *that a constitutional requirement of a Participating State is, or*
32 *would be with respect to a State seeking to participate in the*
33 *Compact, a material departure from the Compact. Otherwise, if*
34 *this Compact shall be held to be contrary to the constitution of any*
35 *Participating State, the Compact shall remain in full force and*
36 *effect as to the remaining Participating States and in full force*
37 *and effect as to the Participating State affected as to all severable*
38 *matters.*

39
40 **SECTION 13. BINDING EFFECT OF COMPACT**

41
42 *A. Nothing herein prevents the enforcement of any other law*
43 *of a Participating State that is not inconsistent with this Compact.*

44 *B. Any laws in a Participating State in conflict with this*
45 *Compact are superseded to the extent of the conflict.*



1 *C. All agreements between the Commission and the*
2 *Participating States are binding in accordance with their terms.*

3 **Sec. 2.** NRS 629A.100 is hereby amended to read as follows:

4 629A.100 The Interstate Medical Licensure Compact is hereby
5 ratified and entered into with all other jurisdictions legally joining
6 the Compact, in substantially the form set forth in this ~~chapter~~
7 *section*;

8
9 INTERSTATE MEDICAL LICENSURE COMPACT

10
11 ARTICLE 1. PURPOSE

12
13 In order to strengthen access to health care, and in recognition of
14 the advances in the delivery of health care, the member states of the
15 Interstate Medical Licensure Compact have allied in common
16 purpose to develop a comprehensive process that complements the
17 existing licensing and regulatory authority of state medical boards
18 and provides a streamlined process which allows physicians to
19 become licensed in multiple states, thereby enhancing the portability
20 of a medical license and ensuring the safety of patients. The
21 Compact creates another pathway for licensure and does not
22 otherwise change a state's existing Medical Practice Act. The
23 Compact also adopts the prevailing standard for licensure and
24 affirms that the practice of medicine occurs where the patient is
25 located at the time of the physician-patient encounter, and therefore,
26 requires the physician to be under the jurisdiction of the state
27 medical board where the patient is located. State medical boards that
28 participate in the Compact retain the jurisdiction to impose an
29 adverse action against a license to practice medicine in that state
30 issued to a physician through the procedures in the Compact.

31
32 ARTICLE 2. DEFINITIONS

33
34 In this Compact:

35 (a) "Bylaws" means those bylaws established by the Interstate
36 Commission pursuant to Article 11 for its governance, or for
37 directing and controlling its actions and conduct.

38 (b) "Commissioner" means the voting representative appointed
39 by each member board pursuant to Article 11.

40 (c) "Conviction" means a finding by a court that an individual is
41 guilty of a criminal offense through adjudication, or entry of a plea
42 of guilt or no contest to the charge by the offender. Evidence of an
43 entry of a conviction of a criminal offense by the court shall be
44 considered final for purposes of disciplinary action by a member
45 board.



1 (d) "Expedited license" means a full and unrestricted medical
2 license granted by a member state to an eligible physician through
3 the process set forth in the Compact.

4 (e) "Interstate Commission" means the Interstate Medical
5 Licensure Compact Commission created pursuant to Article 11.

6 (f) "License" means authorization by a state for a physician to
7 engage in the practice of medicine, which would be unlawful
8 without the authorization.

9 (g) "Medical Practice Act" means laws and regulations
10 governing the practice of allopathic and osteopathic medicine within
11 a member state.

12 (h) "Member board" means a state agency in a member state that
13 acts in the sovereign interests of the state by protecting the public
14 through licensure, regulation and education of physicians as directed
15 by the state government.

16 (i) "Member state" means a state that has enacted the Compact.

17 (j) "Practice of medicine" means the clinical prevention,
18 diagnosis or treatment of a human disease, injury or condition
19 requiring a physician to obtain and maintain a license in compliance
20 with the Medical Practice Act of a member state.

21 (k) "Physician" means any person who:

22 (1) Is a graduate of a medical school accredited by the
23 Liaison Committee on Medical Education, the Commission on
24 Osteopathic College Accreditation of the American Osteopathic
25 Association or a medical school listed in the International Medical
26 Education Directory or its equivalent;

27 (2) Has passed each component of the United States Medical
28 Licensing Examination (USMLE) or the Comprehensive
29 Osteopathic Medical Licensing Examination (COMLEX-USA)
30 within three attempts, or any of its predecessor examinations
31 accepted by a state medical board as an equivalent examination for
32 licensure purposes;

33 (3) Has successfully completed graduate medical education
34 approved by the Accreditation Council for Graduate Medical
35 Education or the American Osteopathic Association;

36 (4) Holds specialty certification or a time-unlimited specialty
37 certificate recognized by the American Board of Medical Specialties
38 or the American Osteopathic Association's Bureau of Osteopathic
39 Specialists;

40 (5) Possesses a full and unrestricted license to engage in the
41 practice of medicine issued by a member board;

42 (6) Has never been convicted, received adjudication, deferred
43 adjudication, community supervision or deferred disposition for any
44 offense by a court of appropriate jurisdiction;



1 (7) Has never held a license authorizing the practice of
2 medicine subjected to discipline by a licensing agency in any state,
3 federal or foreign jurisdiction, excluding any action related to
4 nonpayment of fees related to a license;

5 (8) Has never had a controlled substance license or permit
6 suspended or revoked by a state or the United States Drug
7 Enforcement Administration; and

8 (9) Is not under active investigation by a licensing agency or
9 law enforcement authority in any state, federal or foreign
10 jurisdiction.

11 (l) "Offense" means a felony, gross misdemeanor or crime of
12 moral turpitude.

13 (m) "Rule" means a written statement by the Interstate
14 Commission promulgated pursuant to Article 12 of the Compact
15 that is of general applicability, implements, interprets or prescribes a
16 policy or provision of the Compact, or an organizational, procedural
17 or practice requirement of the Interstate Commission, and has the
18 force and effect of statutory law in a member state, and includes the
19 amendment, repeal or suspension of an existing rule.

20 (n) "State" means any state, commonwealth, district or territory
21 of the United States.

22 (o) "State of principal license" means a member state where a
23 physician holds a license to practice medicine and which has been
24 designated as such by the physician for purposes of registration and
25 participation in the Compact.

26
27 **ARTICLE 3. ELIGIBILITY**

28
29 (a) A physician must meet the eligibility requirements as
30 defined in Article 2(k) to receive an expedited license under the
31 terms and provisions of the Compact.

32 (b) A physician who does not meet the requirements of Article
33 2(k) may obtain a license to practice medicine in a member state if
34 the physician complies with all laws and requirements, other than
35 the Compact, relating to the issuance of a license to practice
36 medicine in that state.

37
38 **ARTICLE 4. DESIGNATION OF STATE**
39 **OF PRINCIPAL LICENSE**

40
41 (a) A physician shall designate a member state as the state of
42 principal license for purposes of registration for expedited licensure
43 through the Compact if the physician possesses a full and
44 unrestricted license to practice medicine in the state, and the state is:

45 (1) The state of primary residence for the physician;



1 (2) The state where at least 25 percent of the practice of
2 medicine occurs;

3 (3) The location of the physician's employer; or

4 (4) If no state qualifies under paragraph (1), (2) or (3), the
5 state designated as the state of residence for the purpose of federal
6 income tax.

7 (b) A physician may redesignate a member state as the state of
8 principal license at any time, as long as the state meets the
9 requirements in subsection (a).

10 (c) The Interstate Commission is authorized to develop rules to
11 facilitate redesignation of another member state as the state of
12 principal license.

13
14 ARTICLE 5. APPLICATION AND ISSUANCE
15 OF EXPEDITED LICENSURE
16

17 (a) A physician seeking licensure through the Compact shall file
18 an application for an expedited license with the member board of the
19 state selected by the physician as the state of principal license.

20 (b) Upon receipt of an application for an expedited license, the
21 member board within the state selected as the state of principal
22 license shall evaluate whether the physician is eligible for expedited
23 licensure and issue a letter of qualification, verifying or denying the
24 physician's eligibility, to the Interstate Commission. For purposes of
25 this subsection:

26 (1) Static qualifications, which include verification of
27 medical education, graduate medical education, results of any
28 medical or licensing examination and other qualifications as
29 determined by the Interstate Commission through rule, shall not be
30 subject to additional primary source verification where the primary
31 source has already been verified by the state of principal license.

32 (2) The member board within the state selected as the state of
33 principal license shall, in the course of verifying eligibility, perform
34 a criminal background check of an applicant, including the use of
35 the results of fingerprint or other biometric data checks compliant
36 with the requirements of the Federal Bureau of Investigation, with
37 the exception of federal employees who have a suitability
38 determination in accordance with 5 C.F.R. § 731.202.

39 (3) Appeal on the determination of eligibility shall be made
40 to the member state where the application was filed and shall be
41 subject to the law of that state.

42 (c) Upon verification in subsection (b), physicians eligible for an
43 expedited license shall complete the registration process established
44 by the Interstate Commission to receive a license in a member state



1 selected pursuant to subsection (a), including the payment of any
2 applicable fees.

3 (d) After receiving verification of eligibility under subsection
4 (b) and any fees under subsection (c), a member board shall issue an
5 expedited license to the physician. This license shall authorize the
6 physician to practice medicine in the issuing state consistent with
7 the Medical Practice Act and all applicable laws and regulations of
8 the issuing member board and member state.

9 (e) An expedited license shall be valid for a period consistent
10 with the licensure period in the member state and in the same
11 manner as required for other physicians holding a full and
12 unrestricted license within the member state.

13 (f) An expedited license obtained through the Compact shall be
14 terminated if a physician fails to maintain a license in the state of
15 principal licensure for a nondisciplinary reason, without
16 redesignation of a new state of principal licensure.

17 (g) The Board of Medical Examiners and the State Board of
18 Osteopathic Medicine, in conjunction with the Interstate
19 Commission, are authorized to develop rules regarding the
20 application process, including payment of any applicable fees and
21 the issuance of an expedited license.

22
23 **ARTICLE 6. FEES FOR EXPEDITED LICENSURE**
24

25 (a) A member state issuing an expedited license authorizing the
26 practice of medicine in that state may impose a fee for a license
27 issued or renewed through the Compact.

28 (b) The Board of Medical Examiners and the State Board of
29 Osteopathic Medicine, in conjunction with the Interstate
30 Commission, are authorized to develop rules regarding fees for
31 expedited licenses.

32
33 **ARTICLE 7. RENEWAL AND CONTINUED**
34 **PARTICIPATION**
35

36 (a) A physician seeking to renew an expedited license granted in
37 a member state shall complete a renewal process with the Board of
38 Medical Examiners or the State Board of Osteopathic Medicine, as
39 applicable, in conjunction with the Interstate Commission, if the
40 physician:

41 (1) Maintains a full and unrestricted license in a state of
42 principal license;

43 (2) Has not been convicted, received adjudication, deferred
44 adjudication, community supervision or deferred disposition for any
45 offense by a court of appropriate jurisdiction;



1 (3) Has not had a license authorizing the practice of medicine
2 subject to discipline by a licensing agency in any state, federal or
3 foreign jurisdiction, excluding any action related to nonpayment of
4 fees related to a license; and

5 (4) Has not had a controlled substance license or permit
6 suspended or revoked by a state or the United States Drug
7 Enforcement Administration.

8 (b) Physicians shall comply with all continuing professional
9 development or continuing medical education requirements for
10 renewal of a license issued by a member state.

11 (c) The Board of Medical Examiners and the State Board of
12 Osteopathic Medicine, as applicable, shall collect any renewal fees
13 charged for the renewal of a license and distribute the fees to the
14 Interstate Commission.

15 (d) Subject to the renewal requirements in this Article and those
16 specific to license renewal by the Board of Medical Examiners or
17 the State Board of Osteopathic Medicine, as applicable, and upon
18 receipt of any renewal fees collected in subsection (c), a member
19 board shall renew the physician's license.

20 (e) Physician information collected by the Interstate
21 Commission during the renewal process will be distributed to all
22 member boards.

23 (f) The Board of Medical Examiners and the State Board of
24 Osteopathic Medicine, in conjunction with the Interstate
25 Commission, are authorized to develop rules to address renewal of
26 licenses obtained through the Compact.

27
28 ARTICLE 8. COORDINATED INFORMATION SYSTEM
29

30 (a) The Interstate Commission shall establish a database of all
31 physicians licensed, or who have applied for licensure, pursuant to
32 Article 5.

33 (b) Notwithstanding any other provision of law, member boards
34 shall report to the Interstate Commission any public action or
35 complaints against a licensed physician who has applied for or
36 received an expedited license through the Compact.

37 (c) Member boards shall report disciplinary or investigatory
38 information determined as necessary and proper by rule of the
39 Interstate Commission.

40 (d) Member boards may report any nonpublic complaint,
41 disciplinary or investigatory information not required by subsection
42 (c) to the Interstate Commission.

43 (e) Member boards shall share complaint or disciplinary
44 information about a physician upon request of another member
45 board.



1 (f) All information provided to the Interstate Commission or
2 distributed by member boards shall be confidential, filed under seal
3 and used only for investigatory or disciplinary matters.

4 (g) The Interstate Commission is authorized to develop rules for
5 mandatory or discretionary sharing of information by member
6 boards.

7
8 ARTICLE 9. JOINT INVESTIGATIONS
9

10 (a) Licensure and disciplinary records of physicians are deemed
11 investigative.

12 (b) In addition to the authority granted to a member board by its
13 respective Medical Practice Act or other applicable state law, a
14 member board may participate with other member boards in joint
15 investigations of physicians licensed by the member boards.

16 (c) A subpoena issued by a member state shall be enforceable in
17 other member states.

18 (d) Member boards may share any investigative, litigation or
19 compliance materials in furtherance of any joint or individual
20 investigation initiated under the Compact.

21 (e) Any member state may investigate actual or alleged
22 violations of the statutes authorizing the practice of medicine in any
23 other member state in which a physician holds a license to practice
24 medicine.

25
26 ARTICLE 10. DISCIPLINARY ACTIONS
27

28 (a) Any disciplinary action taken by any member board against a
29 physician licensed through the Compact shall be deemed
30 unprofessional conduct which may be subject to discipline by other
31 member boards, in addition to any violation of the Medical Practice
32 Act or regulations in that state.

33 (b) If a license granted to a physician by the member board in
34 the state of principal license is revoked, surrendered or relinquished
35 in lieu of discipline, or suspended, then all licenses issued to the
36 physician by member boards shall automatically be placed, without
37 further action necessary by any member board, on the same status. If
38 the member board in the state of principal license subsequently
39 reinstates the physician's license, a license issued to the physician
40 by any other member board shall remain encumbered until that
41 respective member board takes action to reinstate the license in a
42 manner consistent with the Medical Practice Act of that state.

43 (c) If disciplinary action is taken against a physician by a
44 member board not in the state of principal license, any other



1 member board may deem the action conclusive as to matter of law
2 and fact decided, and:

3 (1) Impose the same or lesser sanctions against the physician
4 so long as such sanctions are consistent with the Medical Practice
5 Act of that state; or

6 (2) Pursue separate disciplinary action against the physician
7 under its respective Medical Practice Act, regardless of the action
8 taken in other member states.

9 (d) If a license granted to a physician by a member board is
10 revoked, surrendered or relinquished in lieu of discipline, or
11 suspended, then any license issued to the physician by any other
12 member board shall be suspended, automatically and immediately
13 without further action necessary by the other member board, for 90
14 days upon entry of the order by the disciplining board, to permit the
15 member board to investigate the basis for the action under the
16 Medical Practice Act of that state. A member board may terminate
17 the automatic suspension of the license it issued prior to the
18 completion of the 90 day suspension period in a manner consistent
19 with the Medical Practice Act of that state.

20
21 ARTICLE 11. INTERSTATE MEDICAL
22 LICENSURE COMPACT COMMISSION
23

24 (a) The member states hereby create the "Interstate Medical
25 Licensure Compact Commission."

26 (b) The purpose of the Interstate Commission is the
27 administration of the Interstate Medical Licensure Compact, which
28 is a discretionary state function.

29 (c) The Interstate Commission shall be a body corporate and
30 joint agency of the member states and shall have all the
31 responsibilities, powers and duties set forth in the Compact, and
32 such additional powers as may be conferred upon it by a subsequent
33 concurrent action of the respective legislatures of the member states
34 in accordance with the terms of the Compact.

35 (d) The Interstate Commission shall consist of two voting
36 representatives appointed by each member state who shall serve as
37 Commissioners. In states where allopathic and osteopathic
38 physicians are regulated by separate member boards, or if the
39 licensing and disciplinary authority is split between multiple
40 member boards within a member state, the member state shall
41 appoint one representative from each member board. A
42 Commissioner shall be:

43 (1) An allopathic or osteopathic physician appointed to a
44 member board;



1 (2) An executive director, executive secretary or similar
2 executive of a member board; or

3 (3) A member of the public appointed to a member board.

4 (e) The Interstate Commission shall meet at least once each
5 calendar year. A portion of this meeting shall be a business meeting
6 to address such matters as may properly come before the
7 Commission, including the election of officers. The Chairperson
8 may call additional meetings and shall call for a meeting upon the
9 request of a majority of the member states.

10 (f) The bylaws may provide for meetings of the Interstate
11 Commission to be conducted by telecommunication or electronic
12 communication.

13 (g) Each Commissioner participating at a meeting of the
14 Interstate Commission is entitled to one vote. A majority of
15 Commissioners shall constitute a quorum for the transaction of
16 business, unless a larger quorum is required by the bylaws of the
17 Interstate Commission. A Commissioner shall not delegate a vote to
18 another Commissioner. In the absence of its Commissioner, a
19 member state may delegate voting authority for a specified meeting
20 to another person from that state who meets the requirements of
21 subsection (d).

22 (h) The Interstate Commission shall provide public notice of all
23 meetings, and all meetings must be open to the public. The Interstate
24 Commission may close a meeting, in full or in portion, where it
25 determines by a two-thirds vote of the Commissioners present that
26 an open meeting would be likely to:

27 (1) Relate solely to the internal personnel practices and
28 procedures of the Interstate Commission;

29 (2) Discuss matters specifically exempted from disclosure by
30 a federal statute;

31 (3) Discuss trade secrets, commercial or financial
32 information that is privileged or confidential;

33 (4) Involve accusing a person of a crime or formally
34 censuring a person;

35 (5) Discuss information of a personal nature where
36 disclosure would constitute a clearly unwarranted invasion of
37 personal privacy;

38 (6) Discuss investigative records compiled for law
39 enforcement purposes; or

40 (7) Specifically relate to the participation in a civil action or
41 other legal proceeding.

42 (i) The Interstate Commission shall keep minutes which shall
43 fully describe all matters discussed in a meeting and shall provide a
44 full and accurate summary of actions taken, including a record of
45 any roll call votes.



1 (j) The Interstate Commission shall make its information and
2 official records, to the extent not otherwise designated in the
3 Compact or by its rules, available to the public for inspection.

4 (k) The Interstate Commission shall establish an Executive
5 Committee, which must include officers, members and others as
6 determined by the bylaws. The Executive Committee shall have the
7 power to act on behalf of the Interstate Commission, with the
8 exception of rulemaking, during periods when the Interstate
9 Commission is not in session. When acting on behalf of the
10 Interstate Commission, the Executive Committee shall oversee the
11 administration of the Compact, including enforcement and
12 compliance with the provisions of the Compact, its bylaws and rules
13 and other such duties as necessary.

14 (l) The Interstate Commission may establish other committees
15 for governance and administration of the Compact.

16
17 ARTICLE 12. POWERS AND DUTIES
18 OF THE INTERSTATE COMMISSION
19

20 The Interstate Commission shall have the duty and power to:

21 (a) Oversee and maintain the administration of the Compact;

22 (b) Promulgate rules which shall be binding to the extent and in
23 the manner provided for in the Compact;

24 (c) Issue, upon the request of a member state or member board,
25 advisory opinions concerning the meaning or interpretation of the
26 Compact, its bylaws, rules and actions;

27 (d) Enforce compliance with Compact provisions, the rules
28 promulgated by the Interstate Commission and the bylaws, using all
29 necessary and proper means, including, but not limited to, the use of
30 judicial process;

31 (e) Establish and appoint committees, including, but not limited
32 to, an Executive Committee as required by Article 11, which shall
33 have the power to act on behalf of the Interstate Commission in
34 carrying out its powers and duties;

35 (f) Pay, or provide for the payment of, the expenses related to
36 the establishment, organization and ongoing activities of the
37 Interstate Commission;

38 (g) Establish and maintain one or more offices;

39 (h) Borrow, accept, hire or contract for services of personnel;

40 (i) Purchase and maintain insurance and bonds;

41 (j) Employ an Executive Director who shall have such powers to
42 employ, select or appoint employees, agents or consultants, and to
43 determine their qualifications, define their duties and fix their
44 compensation;



1 (k) Establish personnel policies and programs relating to
2 conflicts of interest, rates of compensation and qualifications of
3 personnel;

4 (l) Accept donations and grants of money, equipment, supplies,
5 materials and services, and to receive, utilize and dispose of it in a
6 manner consistent with the conflict of interest policies established
7 by the Interstate Commission;

8 (m) Lease, purchase, accept contributions or donations of, or
9 otherwise to own, hold, improve or use, any property, real, personal
10 or mixed;

11 (n) Sell, convey, mortgage, pledge, lease, exchange, abandon or
12 otherwise dispose of any property, real, personal or mixed;

13 (o) Establish a budget and make expenditures;

14 (p) Adopt a seal and bylaws governing the management and
15 operation of the Interstate Commission;

16 (q) Report annually to the legislatures and governors of the
17 member states concerning the activities of the Interstate
18 Commission during the preceding year. Such reports shall also
19 include reports of financial audits and any recommendations that
20 may have been adopted by the Interstate Commission;

21 (r) Coordinate education, training and public awareness
22 regarding the Compact, its implementation and its operation;

23 (s) Maintain records in accordance with the bylaws;

24 (t) Seek and obtain trademarks, copyrights and patents; and

25 (u) Perform such functions as may be necessary or appropriate
26 to achieve the purposes of the Compact.

27
28 ARTICLE 13. FINANCE POWERS
29

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

38 (b) The Interstate Commission shall not incur obligations of any
39 kind prior to securing the funds adequate to meet the same.

40 (c) The Interstate Commission shall not pledge the credit of any
41 of the member states, except by, and with the authority of, the
42 member state.

43 (d) The Interstate Commission shall be subject to a yearly
44 financial audit conducted by a certified or licensed public



1 accountant and the report of the audit shall be included in the annual
2 report of the Interstate Commission.

3
4 ARTICLE 14. ORGANIZATION AND OPERATION
5 OF THE INTERSTATE COMMISSION
6

7 (a) The Interstate Commission shall, by a majority of
8 Commissioners present and voting, adopt bylaws to govern its
9 conduct as may be necessary or appropriate to carry out the
10 purposes of the Compact within 12 months of the first Interstate
11 Commission meeting.

12 (b) The Interstate Commission shall elect or appoint annually
13 from among its Commissioners a Chairperson, a Vice Chairperson
14 and a Treasurer, each of whom shall have such authority and duties
15 as may be specified in the bylaws. The Chairperson, or in the
16 Chairperson's absence or disability, the Vice Chairperson, shall
17 preside at all meetings of the Interstate Commission.

18 (c) Officers selected in subsection (b) shall serve without
19 remuneration from the Interstate Commission.

20 (d) The officers and employees of the Interstate Commission
21 shall be immune from suit and liability, either personally or in their
22 official capacity, for a claim for damage to or loss of property or
23 personal injury or other civil liability caused or arising out of, or
24 relating to, an actual or alleged act, error or omission that occurred,
25 or that such person had a reasonable basis for believing occurred,
26 within the scope of Interstate Commission employment, duties or
27 responsibilities, provided that such person shall not be protected
28 from suit or liability for damage, loss, injury or liability caused by
29 the intentional or willful and wanton misconduct of such person. For
30 purposes of this subsection:

31 (1) The liability of the Executive Director and employees of
32 the Interstate Commission or representatives of the Interstate
33 Commission, acting within the scope of such person's employment
34 or duties for acts, errors or omissions occurring within such person's
35 state, may not exceed the limits of liability set forth under the
36 constitution and laws of that state for state officials, employees and
37 agents. The Interstate Commission is considered to be an
38 instrumentality of the states for the purposes of any such action.
39 Nothing in this paragraph shall be construed to protect such person
40 from suit or liability for damage, loss, injury or liability caused by
41 the intentional or willful and wanton misconduct of such person.

42 (2) The Interstate Commission shall defend the Executive
43 Director, its employees and, subject to the approval of the attorney
44 general or other appropriate legal counsel of the member state
45 represented by an Interstate Commission representative, such



1 Interstate Commission representative in any civil action seeking to
2 impose liability arising out of an actual or alleged act, error or
3 omission that occurred within the scope of Interstate Commission
4 employment, duties or responsibilities, or that the defendant had a
5 reasonable basis for believing occurred within the scope of Interstate
6 Commission employment, duties or responsibilities, provided that
7 the actual or alleged act, error or omission did not result from
8 intentional or willful and wanton misconduct on the part of such
9 person.

10 (3) To the extent not covered by the state involved, the
11 member state or the Interstate Commission, the representatives or
12 employees of the Interstate Commission shall be held harmless in
13 the amount of a settlement or judgment, including attorney's fees
14 and costs, obtained against such persons arising out of an actual or
15 alleged act, error or omission that occurred within the scope of
16 Interstate Commission employment, duties or responsibilities, or
17 that such persons had a reasonable basis for believing occurred
18 within the scope of Interstate Commission employment, duties or
19 responsibilities, provided that the actual or alleged act, error or
20 omission did not result from intentional or willful and wanton
21 misconduct on the part of such persons.

22
23 ARTICLE 15. RULEMAKING FUNCTIONS
24 OF THE INTERSTATE COMMISSION
25

26 (a) The Interstate Commission shall promulgate reasonable rules
27 in order to effectively and efficiently achieve the purposes of the
28 Compact. Notwithstanding the foregoing, in the event the Interstate
29 Commission exercises its rulemaking authority in a manner that is
30 beyond the scope of the purposes of the Compact, or the powers
31 granted hereunder, then such an action by the Interstate Commission
32 shall be invalid and have no force or effect.

33 (b) Rules deemed appropriate for the operations of the Interstate
34 Commission shall be made pursuant to a rulemaking process that
35 substantially conforms to the Model State Administrative Procedure
36 Act of 2010, and subsequent amendments thereto.

37 (c) Not later than 30 days after a rule is promulgated, any person
38 may file a petition for judicial review of the rule in the United States
39 District Court for the District of Columbia or the federal district
40 where the Interstate Commission has its principal offices, provided
41 that the filing of such a petition shall not stay or otherwise prevent
42 the rule from becoming effective unless the court finds that the
43 petitioner has a substantial likelihood of success. The court shall
44 give deference to the actions of the Interstate Commission consistent
45 with applicable law and shall not find the rule to be unlawful if the



1 rule represents a reasonable exercise of the authority granted to the
2 Interstate Commission.

3
4 ARTICLE 16. OVERSIGHT OF INTERSTATE COMPACT
5

6 (a) The executive, legislative and judicial branches of state
7 government in each member state shall enforce the Compact and
8 shall take all actions necessary and appropriate to effectuate the
9 Compact's purposes and intent. The provisions of the Compact and
10 the rules promulgated hereunder shall have standing as statutory law
11 but shall not override existing state authority to regulate the practice
12 of medicine.

13 (b) All courts shall take judicial notice of the Compact and the
14 rules in any judicial or administrative proceeding in a member state
15 pertaining to the subject matter of the Compact which may affect the
16 powers, responsibilities or actions of the Interstate Commission.

17 (c) The Interstate Commission shall be entitled to receive all
18 service of process in any such proceeding, and shall have standing
19 to intervene in the proceeding for all purposes. Failure to provide
20 service of process to the Interstate Commission shall render a
21 judgment or order void as to the Interstate Commission, the
22 Compact or promulgated rules.

23
24 ARTICLE 17. ENFORCEMENT OF INTERSTATE COMPACT
25

26 (a) The Interstate Commission, in the reasonable exercise of its
27 discretion, shall enforce the provisions and rules of the Compact.

28 (b) The Interstate Commission may, by majority vote of the
29 Commissioners, initiate legal action in the United States District
30 Court for the District of Columbia or, at the discretion of the
31 Interstate Commission, in the federal district where the Interstate
32 Commission has its principal offices, to enforce compliance with the
33 provisions of the Compact, and its promulgated rules and bylaws,
34 against a member state in default. The relief sought may include
35 both injunctive relief and damages. In the event judicial
36 enforcement is necessary, the prevailing party shall be awarded all
37 costs of such litigation, including reasonable attorney's fees.

38 (c) The remedies herein shall not be the exclusive remedies of
39 the Interstate Commission. The Interstate Commission may avail
40 itself of any other remedies available under state law or the
41 regulation of a profession.



ARTICLE 18. DEFAULT PROCEDURES

(a) The grounds for default include, but are not limited to, failure of a member state to perform such obligations or responsibilities imposed upon it by the Compact, or the rules and bylaws of the Interstate Commission promulgated under the Compact.

(b) If the Interstate Commission determines that a member state has defaulted in the performance of its obligations or responsibilities under the Compact, or the bylaws or promulgated rules, the Interstate Commission shall:

(1) Provide written notice to the defaulting state and other member states of the nature of the default, the means of curing the default and any action taken by the Interstate Commission. The Interstate Commission shall specify the conditions by which the defaulting state must cure its default; and

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

(c) If the defaulting state fails to cure the default, the defaulting state shall be terminated from the Compact upon an affirmative vote of a majority of the Commissioners and all rights, privileges and benefits conferred by the Compact shall terminate on the effective date of the termination. A cure of the default does not relieve the offending state of obligations or liabilities incurred during the period of the default.

(d) Termination of membership in the Compact shall be imposed only after all other means of securing compliance have been exhausted. Notice of intent to terminate shall be given by the Interstate Commission to the governor, the majority and minority leaders of the defaulting state's legislature and each of the member states.

(e) The Interstate Commission shall establish rules and procedures to address licenses and physicians that are materially impacted by the termination of a member state, or the withdrawal of a member state.

(f) The member state which has been terminated is responsible for all dues, obligations and liabilities incurred through the effective date of the termination, including obligations the performance of which extends beyond the effective date of the termination.

(g) The Interstate Commission shall not bear any costs relating to any state that has been found to be in default or which has been terminated from the Compact, unless otherwise mutually agreed upon in writing between the Interstate Commission and the defaulting state.



1 (h) The defaulting state may appeal the action of the Interstate
2 Commission by petitioning the United States District Court for the
3 District of Columbia or the federal district where the Interstate
4 Commission has its principal offices. The prevailing party shall be
5 awarded all costs of such litigation, including reasonable attorney's
6 fees.

7
8 ARTICLE 19. DISPUTE RESOLUTION
9

10 (a) The Interstate Commission shall attempt, upon the request of
11 a member state, to resolve disputes which are subject to the
12 Compact and which may arise among member states or member
13 boards.

14 (b) The Interstate Commission shall promulgate rules providing
15 for both mediation and binding dispute resolution as appropriate.
16

17 ARTICLE 20. MEMBER STATES, EFFECTIVE
18 DATE AND AMENDMENT
19

20 (a) Any state is eligible to become a member state of the
21 Compact.

22 (b) The Compact shall become effective and binding upon
23 legislative enactment of the Compact into law by no less than seven
24 states. Thereafter, it shall become effective and binding on a state
25 upon enactment of the Compact into law by that state.

26 (c) The governors of nonmember states, or their designees, shall
27 be invited to participate in the activities of the Interstate
28 Commission on a nonvoting basis prior to adoption of the Compact
29 by all states.

30 (d) The Interstate Commission may propose amendments to the
31 Compact for enactment by the member states. No amendment shall
32 become effective and binding upon the Interstate Commission and
33 the member states unless and until it is enacted into law by
34 unanimous consent of the member states.
35

36 ARTICLE 21. WITHDRAWAL
37

38 (a) Once effective, the Compact shall continue in force and
39 remain binding upon each and every member state, provided that a
40 member state may withdraw from the Compact by specifically
41 repealing the statute which enacted the Compact into law.

42 (b) Withdrawal from the Compact shall be by the enactment of a
43 statute repealing the same, but shall not take effect until 1 year after
44 the effective date of such statute and until written notice of the



1 withdrawal has been given by the withdrawing state to the governor
2 of each other member state.

3 (c) The withdrawing state shall immediately notify the
4 Chairperson of the Interstate Commission in writing upon the
5 introduction of legislation repealing the Compact in the withdrawing
6 state.

7 (d) The Interstate Commission shall notify the other member
8 states of the withdrawing state's intent to withdraw within 60 days
9 of its receipt of notice provided under subsection (c).

10 (e) The withdrawing state is responsible for all dues, obligations
11 and liabilities incurred through the effective date of the withdrawal,
12 including obligations, the performance of which extends beyond the
13 effective date of the withdrawal.

14 (f) Reinstatement following withdrawal of a member state shall
15 occur upon the withdrawing state reenacting the Compact or upon
16 such later date as determined by the Interstate Commission.

17 (g) The Interstate Commission is authorized to develop rules to
18 address the impact of the withdrawal of a member state on licenses
19 granted in other member states to physicians who designated the
20 withdrawing member state as the state of principal license.

21
22 ARTICLE 22. DISSOLUTION
23

24 (a) The Compact shall dissolve effective upon the date of the
25 withdrawal or default of the member state which reduces the
26 membership in the Compact to one member state.

27 (b) Upon the dissolution of the Compact, the Compact becomes
28 null and void and shall be of no further force or effect, and the
29 business and affairs of the Interstate Commission shall be concluded
30 and surplus funds shall be distributed in accordance with the bylaws.

31
32 ARTICLE 23. SEVERABILITY AND CONSTRUCTION
33

34 (a) The provisions of the Compact shall be severable, and if any
35 phrase, clause, sentence or provision is deemed unenforceable, the
36 remaining provisions of the Compact shall be enforceable.

37 (b) The provisions of the Compact shall be liberally construed to
38 effectuate its purposes.

39 (c) Nothing in the Compact shall be construed to prohibit the
40 applicability of other interstate compacts to which the states are
41 members.



ARTICLE 24. BINDING EFFECT OF
COMPACT AND OTHER LAWS

(a) Nothing herein prevents the enforcement of any other law of a member state that is not inconsistent with the Compact.

(b) All laws in a member state in conflict with the Compact are superseded to the extent of the conflict.

(c) All lawful actions of the Interstate Commission, including all rules and bylaws promulgated by the Commission, are binding upon the member states.

(d) All agreements between the Interstate Commission and the member states are binding in accordance with their terms.

(e) In the event any provision of the Compact exceeds the constitutional limits imposed on the legislature of any member state, such provisions shall be ineffective to the extent of the conflict with the constitutional provision in question in that member state.

Sec. 3. Chapter 630 of NRS is hereby amended by adding thereto the provisions set forth as sections 4 and 5 of this act.

Sec. 4. *“PA Licensure Compact” means the PA Licensure Compact ratified and entered into in section 1 of this act.*

Sec. 5. 1. *The Board shall perform all duties imposed on this State by the PA Licensure Compact with respect to a physician assistant who is licensed pursuant to this chapter.*

2. *The Board has jurisdiction over a physician assistant who is practicing in this State under a compact privilege pursuant to the PA Licensure Compact if the physician assistant:*

(a) Is licensed by a professional licensing board or other governmental entity in another jurisdiction that licenses allopathic physician assistants and does not license osteopathic physician assistants; or

(b) Received his or her education as a physician assistant primarily in allopathic techniques and is licensed by a professional licensing board or other governmental entity in another jurisdiction that licenses both allopathic and osteopathic physician assistants.

Sec. 6. NRS 630.005 is hereby amended to read as follows:

630.005 As used in this chapter, unless the context otherwise requires, the words and terms defined in NRS 630.007 to 630.026, inclusive, **and section 4 of this act** have the meanings ascribed to them in those sections.

Sec. 7. NRS 630.015 is hereby amended to read as follows:

630.015 “Physician assistant” means a person who is **[a]**:

1. A graduate of an academic program approved by the Board or who, by general education, practical training and experience determined to be satisfactory by the Board, is qualified to perform



1 medical services under the supervision of a supervising physician
2 and who has been issued a license by the Board **§**; or

3 **2. Practicing in this State under a compact privilege pursuant**
4 **to the PA Licensure Compact and is under the jurisdiction of the**
5 **Board pursuant to section 5 of this act.**

6 **Sec. 8.** NRS 630.30665 is hereby amended to read as follows:

7 630.30665 1. The Board shall require each holder of a license
8 to practice medicine to submit to the Board, on a form provided by
9 the Board, a report stating the number and type of surgeries
10 requiring conscious sedation, deep sedation or general anesthesia
11 performed by the holder of the license at his or her office or any
12 other facility, excluding any surgical care performed:

13 (a) At a medical facility as that term is defined in NRS
14 449.0151; or

15 (b) Outside of this State.

16 2. The Board shall require each holder of a license to practice
17 medicine to submit a report to the Board concerning the occurrence
18 of any sentinel event arising from any surgery described in
19 subsection 1 within 14 days after the occurrence of the sentinel
20 event. The report must be submitted in the manner prescribed by the
21 Board.

22 3. The Board shall:

23 (a) Collect and maintain reports received pursuant to subsections
24 1 and 2; and

25 (b) Ensure that the reports, and any additional documents
26 created from the reports, are protected adequately from fire, theft,
27 loss, destruction and other hazards, and from unauthorized access.

28 4. Except as otherwise provided in NRS 239.0115 **§** and
29 **section 1 of this act**, a report received pursuant to subsection 1 or 2
30 is confidential, not subject to subpoena or discovery, and not subject
31 to inspection by the general public.

32 5. The provisions of this section do not apply to surgical care
33 requiring only the administration of oral medication to a patient to
34 relieve the patient's anxiety or pain, if the medication is not given in
35 a dosage that is sufficient to induce in a patient a controlled state of
36 depressed consciousness or unconsciousness similar to general
37 anesthesia, deep sedation or conscious sedation.

38 6. In addition to any other remedy or penalty, if a holder of a
39 license to practice medicine fails to submit a report or knowingly or
40 willfully files false information in a report submitted pursuant to this
41 section, the Board may, after providing the holder of a license to
42 practice medicine with notice and opportunity for a hearing, impose
43 against the holder of a license to practice medicine an administrative
44 penalty for each such violation. The Board shall establish by
45 regulation a sliding scale based on the severity of the violation to



1 determine the amount of the administrative penalty to be imposed
2 against the holder of the license pursuant to this subsection. The
3 regulations must include standards for determining the severity of
4 the violation and may provide for a more severe penalty for multiple
5 violations.

6 7. As used in this section:

7 (a) "Conscious sedation" has the meaning ascribed to it in
8 NRS 449.436.

9 (b) "Deep sedation" has the meaning ascribed to it in
10 NRS 449.437.

11 (c) "General anesthesia" has the meaning ascribed to it in
12 NRS 449.438.

13 (d) "Sentinel event" has the meaning ascribed to it in
14 NRS 439.830.

15 **Sec. 9.** NRS 630.336 is hereby amended to read as follows:

16 630.336 1. Any deliberations conducted or vote taken by the
17 Board or any investigative committee of the Board regarding its
18 ordering of a physician, perfusionist, physician assistant,
19 anesthesiologist assistant or practitioner of respiratory care to
20 undergo a physical or mental examination or any other examination
21 designated to assist the Board or committee in determining the
22 fitness of a physician, perfusionist, physician assistant,
23 anesthesiologist assistant or practitioner of respiratory care are not
24 subject to the requirements of NRS 241.020.

25 2. Except as otherwise provided in subsection 3 or 4, all
26 applications for a license to practice medicine, perfusion or
27 respiratory care, any charges filed by the Board, financial records of
28 the Board, formal hearings on any charges heard by the Board or a
29 panel selected by the Board, records of such hearings and any order
30 or decision of the Board or panel must be open to the public.

31 3. Except as otherwise provided in NRS 239.0115 ~~§~~ *and*
32 *section 1 of this act*, the following may be kept confidential:

33 (a) Any statement, evidence, credential or other proof submitted
34 in support of or to verify the contents of an application;

35 (b) Any report concerning the fitness of any person to receive or
36 hold a license to practice medicine, perfusion or respiratory care;
37 and

38 (c) Any communication between:

39 (1) The Board and any of its committees or panels; and

40 (2) The Board or its staff, investigators, experts, committees,
41 panels, hearing officers, advisory members or consultants and
42 counsel for the Board.

43 4. Except as otherwise provided in subsection 5 and NRS
44 239.0115 ~~§~~ *and section 1 of this act*, a complaint filed with the
45 Board pursuant to NRS 630.307, all documents and other



1 information filed with the complaint and all documents and other
2 information compiled as a result of an investigation conducted to
3 determine whether to initiate disciplinary action are confidential.

4 5. The formal complaint or other document filed by the Board
5 to initiate disciplinary action and all documents and information
6 considered by the Board when determining whether to impose
7 discipline are public records.

8 6. The Board shall, to the extent feasible, communicate or
9 cooperate with or provide any documents or other information to
10 any other licensing board or agency or any agency which is
11 investigating a person, including a law enforcement agency. Such
12 cooperation may include, without limitation, providing the board or
13 agency with minutes of a closed meeting, transcripts of oral
14 examinations and the results of oral examinations.

15 **Sec. 10.** Chapter 632 of NRS is hereby amended by adding
16 thereto a new section to read as follows:

17 *The Nurse Licensure Compact is hereby ratified and entered*
18 *into with all other jurisdictions legally joining the Compact, in the*
19 *form substantially as follows:*

20
21 ***NURSE LICENSURE COMPACT***

22
23 ***ARTICLE I.***

24
25 ***FINDINGS AND DECLARATION OF PURPOSE***

26
27 ***a. The party states find that:***

28 ***1. The health and safety of the public are affected by the***
29 ***degree of compliance with and the effectiveness of enforcement***
30 ***activities related to state nurse licensure laws;***

31 ***2. Violations of nurse licensure and other laws regulating***
32 ***the practice of nursing may result in injury or harm to the public;***

33 ***3. The expanded mobility of nurses and the use of***
34 ***advanced communication technologies as part of our nation's***
35 ***health care delivery system require greater coordination and***
36 ***cooperation among states in the areas of nurse licensure and***
37 ***regulation;***

38 ***4. New practice modalities and technology make***
39 ***compliance with individual state nurse licensure laws difficult and***
40 ***complex;***

41 ***5. The current system of duplicative licensure for nurses***
42 ***practicing in multiple states is cumbersome and redundant for***
43 ***both nurses and states; and***

44 ***6. Uniformity of nurse licensure requirements throughout***
45 ***the states promotes public safety and public health benefits.***



1 *b. The general purposes of this Compact are to:*

2 *1. Facilitate the states' responsibility to protect the*
3 *public's health and safety;*

4 *2. Ensure and encourage the cooperation of party states in*
5 *the areas of nurse licensure and regulation;*

6 *3. Facilitate the exchange of information between party*
7 *states in the areas of nurse regulation, investigation and adverse*
8 *actions;*

9 *4. Promote compliance with the laws governing the*
10 *practice of nursing in each jurisdiction;*

11 *5. Invest all party states with the authority to hold a nurse*
12 *accountable for meeting all state practice laws in the state in*
13 *which the patient is located at the time care is rendered through*
14 *the mutual recognition of party state licenses;*

15 *6. Decrease redundancies in the consideration and*
16 *issuance of nurse licenses; and*

17 *7. Provide opportunities for interstate practice by nurses*
18 *who meet uniform licensure requirements.*

19
20 **ARTICLE II.**

21
22 **DEFINITIONS**

23
24 *As used in this Compact:*

25 *a. "Adverse action" means any administrative, civil, equitable*
26 *or criminal action permitted by a state's laws which is imposed by*
27 *a licensing board or other authority against a nurse, including*
28 *actions against an individual's license or multistate licensure*
29 *privilege such as revocation, suspension, probation, monitoring of*
30 *the licensee, limitation on the licensee's practice, or any other*
31 *encumbrance on licensure affecting a nurse's authorization to*
32 *practice, including issuance of a cease and desist action.*

33 *b. "Alternative program" means a non-disciplinary*
34 *monitoring program approved by a licensing board.*

35 *c. "Coordinated licensure information system" means an*
36 *integrated process for collecting, storing and sharing information*
37 *on nurse licensure and enforcement activities related to nurse*
38 *licensure laws that is administered by a nonprofit organization*
39 *composed of and controlled by licensing boards.*

40 *d. "Current significant investigative information" means:*

41 *1. Investigative information that a licensing board, after a*
42 *preliminary inquiry that includes notification and an opportunity*
43 *for the nurse to respond, if required by state law, has reason to*
44 *believe is not groundless and, if proved true, would indicate more*
45 *than a minor infraction; or*



1 2. *Investigative information that indicates that the nurse*
2 *represents an immediate threat to public health and safety*
3 *regardless of whether the nurse has been notified and had an*
4 *opportunity to respond.*

5 e. *“Encumbrance” means a revocation or suspension of, or*
6 *any limitation on, the full and unrestricted practice of nursing*
7 *imposed by a licensing board.*

8 f. *“Home state” means the party state which is the nurse’s*
9 *primary state of residence.*

10 g. *“Licensing board” means a party state’s regulatory body*
11 *responsible for issuing nurse licenses.*

12 h. *“Multistate license” means a license to practice as a*
13 *registered or a licensed practical/vocational nurse (LPN/VN)*
14 *issued by a home state licensing board that authorizes the licensed*
15 *nurse to practice in all party states under a multistate licensure*
16 *privilege.*

17 i. *“Multistate licensure privilege” means a legal*
18 *authorization associated with a multistate license permitting the*
19 *practice of nursing as either a registered nurse (RN) or LPN/VN*
20 *in a remote state.*

21 j. *“Nurse” means RN or LPN/VN, as those terms are defined*
22 *by each party state’s practice laws.*

23 k. *“Party state” means any state that has adopted this*
24 *Compact.*

25 l. *“Remote state” means a party state, other than the home*
26 *state.*

27 m. *“Single-state license” means a nurse license issued by a*
28 *party state that authorizes practice only within the issuing state*
29 *and does not include a multistate licensure privilege to practice in*
30 *any other party state.*

31 n. *“State” means a state, territory or possession of the United*
32 *States and the District of Columbia.*

33 o. *“State practice laws” means a party state’s laws, rules and*
34 *regulations that govern the practice of nursing, define the scope of*
35 *nursing practice, and create the methods and grounds for*
36 *imposing discipline. “State practice laws” do not include*
37 *requirements necessary to obtain and retain a license, except for*
38 *qualifications or requirements of the home state.*

39
40 ARTICLE III.

41
42 GENERAL PROVISIONS AND JURISDICTION
43

44 a. *A multistate license to practice registered or licensed*
45 *practical/vocational nursing issued by a home state to a resident in*



1 *that state will be recognized by each party state as authorizing a*
2 *nurse to practice as a registered nurse (RN) or as a licensed*
3 *practical/vocational nurse (LPN/VN), under a multistate licensure*
4 *privilege, in each party state.*

5 *b. A state must implement procedures for considering the*
6 *criminal history records of applicants for initial multistate license*
7 *or licensure by endorsement. Such procedures shall include the*
8 *submission of fingerprints or other biometric-based information*
9 *by applicants for the purpose of obtaining an applicant's criminal*
10 *history record information from the Federal Bureau of*
11 *Investigation and the agency responsible for retaining that state's*
12 *criminal records.*

13 *c. Each party state shall require the following for an*
14 *applicant to obtain or retain a multistate license in the home state:*

15 *1. Meets the home state's qualifications for licensure or*
16 *renewal of licensure, as well as all other applicable state laws;*

17 *2. i. Has graduated or is eligible to graduate from a*
18 *licensing board-approved RN or LPN/VN prec licensure education*
19 *program; or*

20 *ii. Has graduated from a foreign RN or LPN/VN*
21 *prec licensure education program that (a) has been approved by the*
22 *authorized accrediting body in the applicable country and (b) has*
23 *been verified by an independent credentials review agency to be*
24 *comparable to a licensing board-approved prec licensure education*
25 *program;*

26 *3. Has, if a graduate of a foreign prec licensure education*
27 *program not taught in English or if English is not the individual's*
28 *native language, successfully passed an English proficiency*
29 *examination that includes the components of reading, speaking,*
30 *writing and listening;*

31 *4. Has successfully passed an NCLEX-RN or NCLEX-PN*
32 *Examination or recognized predecessor, as applicable;*

33 *5. Is eligible for or holds an active, unencumbered license;*

34 *6. Has submitted, in connection with an application for*
35 *initial licensure or licensure by endorsement, fingerprints or other*
36 *biometric data for the purpose of obtaining criminal history record*
37 *information from the Federal Bureau of Investigation and the*
38 *agency responsible for retaining that state's criminal records;*

39 *7. Has not been convicted or found guilty, or has entered*
40 *into an agreed disposition, of a felony offense under applicable*
41 *state or federal criminal law;*

42 *8. Has not been convicted or found guilty, or has entered*
43 *into an agreed disposition, of a misdemeanor offense related to the*
44 *practice of nursing as determined on a case-by-case basis;*

45 *9. Is not currently enrolled in an alternative program;*



1 10. *Is subject to self-disclosure requirements regarding*
2 *current participation in an alternative program; and*

3 11. *Has a valid United States Social Security number.*

4 d. *All party states shall be authorized, in accordance with*
5 *existing state due process law, to take adverse action against a*
6 *nurse's multistate licensure privilege such as revocation,*
7 *suspension, probation or any other action that affects a nurse's*
8 *authorization to practice under a multistate licensure privilege,*
9 *including cease and desist actions. If a party state takes such*
10 *action, it shall promptly notify the administrator of the*
11 *coordinated licensure information system. The administrator of*
12 *the coordinated licensure information system shall promptly notify*
13 *the home state of any such actions by remote states.*

14 e. *A nurse practicing in a party state must comply with the*
15 *state practice laws of the state in which the client is located at the*
16 *time service is provided. The practice of nursing is not limited to*
17 *patient care, but shall include all nursing practice as defined by*
18 *the state practice laws of the party state in which the client is*
19 *located. The practice of nursing in a party state under a multistate*
20 *licensure privilege will subject a nurse to the jurisdiction of the*
21 *licensing board, the courts and the laws of the party state in which*
22 *the client is located at the time service is provided.*

23 f. *Individuals not residing in a party state shall continue to be*
24 *able to apply for a party state's single-state license as provided*
25 *under the laws of each party state. However, the single-state*
26 *license granted to these individuals will not be recognized as*
27 *granting the privilege to practice nursing in any other party state.*
28 *Nothing in this Compact shall affect the requirements established*
29 *by a party state for the issuance of a single-state license.*

30 g. *Any nurse holding a home state multistate license, on the*
31 *effective date of this Compact, may retain and renew the multistate*
32 *license issued by the nurse's then-current home state, provided*
33 *that:*

34 1. *A nurse, who changes primary state of residence after*
35 *this Compact's effective date, must meet all applicable Article*
36 *III.c. requirements to obtain a multistate license from a new home*
37 *state.*

38 2. *A nurse who fails to satisfy the multistate licensure*
39 *requirements in Article III.c. due to a disqualifying event*
40 *occurring after this Compact's effective date shall be ineligible to*
41 *retain or renew a multistate license, and the nurse's multistate*
42 *license shall be revoked or deactivated in accordance with*
43 *applicable rules adopted by the Interstate Commission of Nurse*
44 *Licensure Compact Administrators ("Commission").*



ARTICLE IV.

APPLICATIONS FOR LICENSURE IN A PARTY STATE

a. Upon application for a multistate license, the licensing board in the issuing party state shall ascertain, through the coordinated licensure information system, whether the applicant has ever held, or is the holder of, a license issued by any other state, whether there are any encumbrances on any license or multistate licensure privilege held by the applicant, whether any adverse action has been taken against any license or multistate licensure privilege held by the applicant and whether the applicant is currently participating in an alternative program.

b. A nurse may hold a multistate license, issued by the home state, in only one party state at a time.

c. If a nurse changes primary state of residence by moving between two party states, the nurse must apply for licensure in the new home state, and the multistate license issued by the prior home state will be deactivated in accordance with applicable rules adopted by the Commission.

1. The nurse may apply for licensure in advance of a change in primary state of residence.

2. A multistate license shall not be issued by the new home state until the nurse provides satisfactory evidence of a change in primary state of residence to the new home state and satisfies all applicable requirements to obtain a multistate license from the new home state.

d. If a nurse changes primary state of residence by moving from a party state to a non-party state, the multistate license issued by the prior home state will convert to a single-state license, valid only in the former home state.

ARTICLE V.

ADDITIONAL AUTHORITIES INVESTED IN
PARTY STATE LICENSING BOARDS

a. In addition to the other powers conferred by state law, a licensing board shall have the authority to:

1. Take adverse action against a nurse's multistate licensure privilege to practice within that party state.

i. Only the home state shall have the power to take adverse action against a nurse's license issued by the home state.

ii. For purposes of taking adverse action, the home state licensing board shall give the same priority and effect to



1 *reported conduct received from a remote state as it would if such*
2 *conduct had occurred within the home state. In so doing, the*
3 *home state shall apply its own state laws to determine appropriate*
4 *action.*

5 *2. Issue cease and desist orders or impose an*
6 *encumbrance on a nurse's authority to practice within that party*
7 *state.*

8 *3. Complete any pending investigations of a nurse who*
9 *changes primary state of residence during the course of such*
10 *investigations. The licensing board shall also have the authority to*
11 *take appropriate action(s) and shall promptly report the*
12 *conclusions of such investigations to the administrator of the*
13 *coordinated licensure information system. The administrator of*
14 *the coordinated licensure information system shall promptly notify*
15 *the new home state of any such actions.*

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

27 *5. Obtain and submit, for each nurse licensure applicant,*
28 *fingerprint or other biometric-based information to the Federal*
29 *Bureau of Investigation for criminal background checks, receive*
30 *the results of the Federal Bureau of Investigation record search*
31 *on criminal background checks and use the results in making*
32 *licensure decisions.*

33 *6. If otherwise permitted by state law, recover from the*
34 *affected nurse the costs of investigations and disposition of cases*
35 *resulting from any adverse action taken against that nurse.*

36 *7. Take adverse action based on the factual findings of the*
37 *remote state, provided that the licensing board follows its own*
38 *procedures for taking such adverse action.*

39 *b. If adverse action is taken by the home state against a*
40 *nurse's multistate license, the nurse's multistate licensure*
41 *privilege to practice in all other party states shall be deactivated*
42 *until all encumbrances have been removed from the multistate*
43 *license. All home state disciplinary orders that impose adverse*
44 *action against a nurse's multistate license shall include a*



1 *statement that the nurse's multistate licensure privilege is*
2 *deactivated in all party states during the pendency of the order.*

3 *c. Nothing in this Compact shall override a party state's*
4 *decision that participation in an alternative program may be used*
5 *in lieu of adverse action. The home state licensing board shall*
6 *deactivate the multistate licensure privilege under the multistate*
7 *license of any nurse for the duration of the nurse's participation*
8 *in an alternative program.*

9
10 **ARTICLE VI.**

11
12 **COORDINATED LICENSURE INFORMATION SYSTEM**
13 **AND EXCHANGE OF INFORMATION**

14
15 *a. All party states shall participate in a coordinated licensure*
16 *information system of all licensed registered nurses (RNs) and*
17 *licensed practical/vocational nurses (LPNs/VNs). This system will*
18 *include information on the licensure and disciplinary history of*
19 *each nurse, as submitted by party states, to assist in the*
20 *coordination of nurse licensure and enforcement efforts.*

21 *b. The Commission, in consultation with the administrator of*
22 *the coordinated licensure information system, shall formulate*
23 *necessary and proper procedures for the identification, collection*
24 *and exchange of information under this Compact.*

25 *c. All licensing boards shall promptly report to the*
26 *coordinated licensure information system any adverse action, any*
27 *current significant investigative information, denials of*
28 *applications (with the reasons for such denials) and nurse*
29 *participation in alternative programs known to the licensing board*
30 *regardless of whether such participation is deemed nonpublic or*
31 *confidential under state law.*

32 *d. Current significant investigative information and*
33 *participation in nonpublic or confidential alternative programs*
34 *shall be transmitted through the coordinated licensure*
35 *information system only to party state licensing boards.*

36 *e. Notwithstanding any other provision of law, all party state*
37 *licensing boards contributing information to the coordinated*
38 *licensure information system may designate information that may*
39 *not be shared with non-party states or disclosed to other entities or*
40 *individuals without the express permission of the contributing*
41 *state.*

42 *f. Any personally identifiable information obtained from the*
43 *coordinated licensure information system by a party state licensing*
44 *board shall not be shared with non-party states or disclosed to*



1 *other entities or individuals except to the extent permitted by the*
2 *laws of the party state contributing the information.*

3 *g. Any information contributed to the coordinated licensure*
4 *information system that is subsequently required to be expunged*
5 *by the laws of the party state contributing that information shall*
6 *also be expunged from the coordinated licensure information*
7 *system.*

8 *h. The Compact administrator of each party state shall*
9 *furnish a uniform data set to the Compact administrator of each*
10 *other party state, which shall include, at a minimum:*

11 *1. Identifying information;*

12 *2. Licensure data;*

13 *3. Information related to alternative program*
14 *participation; and*

15 *4. Other information that may facilitate the administration*
16 *of this Compact, as determined by Commission rules.*

17 *i. The Compact administrator of a party state shall provide all*
18 *investigative documents and information requested by another*
19 *party state.*

20
21 **ARTICLE VII.**

22
23 **ESTABLISHMENT OF THE INTERSTATE COMMISSION**
24 **OF NURSE LICENSURE COMPACT ADMINISTRATORS**

25
26 *a. The party states hereby create and establish a joint public*
27 *entity known as the Interstate Commission of Nurse Licensure*
28 *Compact Administrators.*

29 *1. The Commission is an instrumentality of the party*
30 *states.*

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

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

39 *b. Membership, Voting and Meetings*

40 *1. Each party state shall have and be limited to one*
41 *administrator. The head of the state licensing board or designee*
42 *shall be the administrator of this Compact for each party state.*
43 *Any administrator may be removed or suspended from office as*
44 *provided by the law of the state from which the Administrator is*
45 *appointed. Any vacancy occurring in the Commission shall be*



1 *filled in accordance with the laws of the party state in which the*
2 *vacancy exists.*

3 2. *Each administrator shall be entitled to one (1) vote with*
4 *regard to the promulgation of rules and creation of bylaws and*
5 *shall otherwise have an opportunity to participate in the business*
6 *and affairs of the Commission. An administrator shall vote in*
7 *person or by such other means as provided in the bylaws. The*
8 *bylaws may provide for an administrator's participation in*
9 *meetings by telephone or other means of communication.*

10 3. *The Commission shall meet at least once during each*
11 *calendar year. Additional meetings shall be held as set forth in the*
12 *bylaws or rules of the commission.*

13 4. *All meetings shall be open to the public, and public*
14 *notice of meetings shall be given in the same manner as required*
15 *under the rulemaking provisions in Article VIII.*

16 5. *The Commission may convene in a closed, nonpublic*
17 *meeting if the Commission must discuss:*

18 i. *Noncompliance of a party state with its obligations*
19 *under this Compact;*

20 ii. *The employment, compensation, discipline or other*
21 *personnel matters, practices or procedures related to specific*
22 *employees or other matters related to the Commission's internal*
23 *personnel practices and procedures;*

24 iii. *Current, threatened or reasonably anticipated*
25 *litigation;*

26 iv. *Negotiation of contracts for the purchase or sale of*
27 *goods, services or real estate;*

28 v. *Accusing any person of a crime or formally*
29 *censuring any person;*

30 vi. *Disclosure of trade secrets or commercial or*
31 *financial information that is privileged or confidential;*

32 vii. *Disclosure of information of a personal nature*
33 *where disclosure would constitute a clearly unwarranted invasion*
34 *of personal privacy;*

35 viii. *Disclosure of investigatory records compiled for*
36 *law enforcement purposes;*

37 ix. *Disclosure of information related to any reports*
38 *prepared by or on behalf of the Commission for the purpose of*
39 *investigation of compliance with this Compact; or*

40 x. *Matters specifically exempted from disclosure by*
41 *federal or state statute.*

42 6. *If a meeting, or portion of a meeting, is closed pursuant*
43 *to this provision, the Commission's legal counsel or designee shall*
44 *certify that the meeting may be closed and shall reference each*
45 *relevant exempting provision. The Commission shall keep minutes*



1 *that fully and clearly describe all matters discussed in a meeting*
2 *and shall provide a full and accurate summary of actions taken,*
3 *and the reasons therefor, including a description of the views*
4 *expressed. All documents considered in connection with an action*
5 *shall be identified in such minutes. All minutes and documents of*
6 *a closed meeting shall remain under seal, subject to release by a*
7 *majority vote of the Commission or order of a court of competent*
8 *jurisdiction.*

9 *c. The Commission shall, by a majority vote of the*
10 *administrators, prescribe bylaws or rules to govern its conduct as*
11 *may be necessary or appropriate to carry out the purposes and*
12 *exercise the powers of this Compact, including but not limited to:*

13 *1. Establishing the fiscal year of the Commission;*

14 *2. Providing reasonable standards and procedures:*

15 *i. For the establishment and meetings of other*
16 *committees; and*

17 *ii. Governing any general or specific delegation of any*
18 *authority or function of the Commission;*

19 *3. Providing reasonable procedures for calling and*
20 *conducting meetings of the Commission, ensuring reasonable*
21 *advance notice of all meetings and providing an opportunity for*
22 *attendance of such meetings by interested parties, with*
23 *enumerated exceptions designed to protect the public's interest,*
24 *the privacy of individuals, and proprietary information, including*
25 *trade secrets. The Commission may meet in closed session only*
26 *after a majority of the administrators vote to close a meeting in*
27 *whole or in part. As soon as practicable, the Commission must*
28 *make public a copy of the vote to close the meeting revealing the*
29 *vote of each administrator, with no proxy votes allowed;*

30 *4. Establishing the titles, duties and authority and*
31 *reasonable procedures for the election of the officers of the*
32 *Commission;*

33 *5. Providing reasonable standards and procedures for the*
34 *establishment of the personnel policies and programs of the*
35 *Commission. Notwithstanding any civil service or other similar*
36 *laws of any party state, the bylaws shall exclusively govern the*
37 *personnel policies and programs of the Commission; and*

38 *6. Providing a mechanism for winding up the operations*
39 *of the Commission and the equitable disposition of any surplus*
40 *funds that may exist after the termination of this Compact after*
41 *the payment or reserving of all of its debts and obligations;*

42 *d. The Commission shall publish its bylaws and rules, and*
43 *any amendments thereto, in a convenient form on the website of*
44 *the Commission.*



1 e. The Commission shall maintain its financial records in
2 accordance with the bylaws.

3 f. The Commission shall meet and take such actions as are
4 consistent with the provisions of this Compact and the bylaws.

5 g. The Commission shall have the following powers:

6 1. To promulgate uniform rules to facilitate and
7 coordinate implementation and administration of this Compact.
8 The rules shall have the force and effect of law and shall be
9 binding in all party states;

10 2. To bring and prosecute legal proceedings or actions in
11 the name of the Commission, provided that the standing of any
12 licensing board to sue or be sued under applicable law shall not be
13 affected;

14 3. To purchase and maintain insurance and bonds;

15 4. To borrow, accept or contract for services of personnel,
16 including, but not limited to, employees of a party state or
17 nonprofit organizations;

18 5. To cooperate with other organizations that administer
19 state compacts related to the regulation of nursing, including but
20 not limited to sharing administrative or staff expenses, office space
21 or other resources;

22 6. To hire employees, elect or appoint officers, fix
23 compensation, define duties, grant such individuals appropriate
24 authority to carry out the purposes of this Compact, and to
25 establish the Commission's personnel policies and programs
26 relating to conflicts of interest, qualifications of personnel and
27 other related personnel matters;

28 7. To accept any and all appropriate donations, grants and
29 gifts of money, equipment, supplies, materials and services, and to
30 receive, utilize and dispose of the same; provided that at all times
31 the Commission shall avoid any appearance of impropriety or
32 conflict of interest;

33 8. To lease, purchase, accept appropriate gifts or
34 donations of, or otherwise to own, hold, improve or use, any
35 property, whether real, personal or mixed; provided that at all
36 times the Commission shall avoid any appearance of impropriety;

37 9. To sell, convey, mortgage, pledge, lease, exchange,
38 abandon or otherwise dispose of any property, whether real,
39 personal or mixed;

40 10. To establish a budget and make expenditures;

41 11. To borrow money;

42 12. To appoint committees, including advisory committees
43 comprised of administrators, state nursing regulators, state
44 legislators or their representatives, and consumer representatives,
45 and other such interested persons;



1 13. To provide and receive information from, and to
2 cooperate with, law enforcement agencies;

3 14. To adopt and use an official seal; and

4 15. To perform such other functions as may be necessary
5 or appropriate to achieve the purposes of this Compact consistent
6 with the state regulation of nurse licensure and practice.

7 h. Financing of the Commission

8 1. The Commission shall pay, or provide for the payment
9 of, the reasonable expenses of its establishment, organization and
10 ongoing activities.

11 2. The Commission may also levy on and collect an
12 annual assessment from each party state to cover the cost of its
13 operations, activities and staff in its annual budget as approved
14 each year. The aggregate annual assessment amount, if any, shall
15 be allocated based upon a formula to be determined by the
16 Commission, which shall promulgate a rule that is binding upon
17 all party states.

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

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

30 i. Qualified Immunity, Defense and Indemnification

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

43 2. The Commission shall defend any administrator,
44 officer, executive director, employee or representative of the
45 Commission in any civil action seeking to impose liability arising



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

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

21
22 **ARTICLE VIII.**

23
24 **RULEMAKING**

25
26 a. *The Commission shall exercise its rulemaking powers*
27 *pursuant to the criteria set forth in this Article and the rules*
28 *adopted thereunder. Rules and amendments shall become binding*
29 *as of the date specified in each rule or amendment and shall have*
30 *the same force and effect as provisions of this Compact.*

31 b. *Rules or amendments to the rules shall be adopted at a*
32 *regular or special meeting of the Commission.*

33 c. *Prior to promulgation and adoption of a final rule or rules*
34 *by the Commission, and at least sixty (60) days in advance of the*
35 *meeting at which the rule will be considered and voted upon, the*
36 *Commission shall file a notice of proposed rulemaking:*

37 1. *On the website of the Commission; and*

38 2. *On the website of each licensing board or the*
39 *publication in which each state would otherwise publish proposed*
40 *rules.*

41 d. *The notice of proposed rulemaking shall include:*

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

44 2. *The text of the proposed rule or amendment, and the*
45 *reason for the proposed rule;*



1 3. A request for comments on the proposed rule from any
2 interested person; and

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

6 e. Prior to adoption of a proposed rule, the Commission shall
7 allow persons to submit written data, facts, opinions and
8 arguments, which shall be made available to the public.

9 f. The Commission shall grant an opportunity for a public
10 hearing before it adopts a rule or amendment.

11 g. The Commission shall publish the place, time and date of
12 the scheduled public hearing.

13 1. Hearings shall be conducted in a manner providing
14 each person who wishes to comment a fair and reasonable
15 opportunity to comment orally or in writing. All hearings will be
16 recorded, and a copy will be made available upon request.

17 2. Nothing in this section shall be construed as requiring a
18 separate hearing on each rule. Rules may be grouped for the
19 convenience of the Commission at hearings required by this
20 section.

21 h. If no one appears at the public hearing, the Commission
22 may proceed with promulgation of the proposed rule.

23 i. Following the scheduled hearing date, or by the close of
24 business on the scheduled hearing date if the hearing was not
25 held, the Commission shall consider all written and oral comments
26 received.

27 j. The Commission shall, by majority vote of all
28 administrators, take final action on the proposed rule and shall
29 determine the effective date of the rule, if any, based on the
30 rulemaking record and the full text of the rule.

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

40 1. Meet an imminent threat to public health, safety or
41 welfare;

42 2. Prevent a loss of Commission or party state funds; or

43 3. Meet a deadline for the promulgation of an
44 administrative rule that is required by federal law or rule.



1 *l. The Commission may direct revisions to a previously*
2 *adopted rule or amendment for purposes of correcting*
3 *typographical errors, errors in format, errors in consistency or*
4 *grammatical errors. Public notice of any revisions shall be posted*
5 *on the website of the Commission. The revision shall be subject to*
6 *challenge by any person for a period of thirty (30) days after*
7 *posting. The revision may be challenged only on grounds that the*
8 *revision results in a material change to a rule. A challenge shall*
9 *be made in writing, and delivered to the Commission, prior to the*
10 *end of the notice period. If no challenge is made, the revision will*
11 *take effect without further action. If the revision is challenged, the*
12 *revision may not take effect without the approval of the*
13 *Commission.*

14
15 **ARTICLE IX.**

16
17 **OVERSIGHT, DISPUTE RESOLUTION AND ENFORCEMENT**

18
19 **a. Oversight**

20 *1. Each party state shall enforce this Compact and take all*
21 *actions necessary and appropriate to effectuate this Compact's*
22 *purposes and intent.*

23 *2. The Commission shall be entitled to receive service of*
24 *process in any proceeding that may affect the powers,*
25 *responsibilities or actions of the Commission, and shall have*
26 *standing to intervene in such a proceeding for all purposes.*
27 *Failure to provide service of process in such proceeding to the*
28 *Commission shall render a judgment or order void as to the*
29 *Commission, this Compact or promulgated rules.*

30 **b. Default, Technical Assistance and Termination**

31 *1. If the Commission determines that a party state has*
32 *defaulted in the performance of its obligations or responsibilities*
33 *under this Compact or the promulgated rules, the Commission*
34 *shall:*

35 *i. Provide written notice to the defaulting state and*
36 *other party states of the nature of the default, the proposed means*
37 *of curing the default or any other action to be taken by the*
38 *Commission; and*

39 *ii. Provide remedial training and specific technical*
40 *assistance regarding the default.*

41 *2. If a state in default fails to cure the default, the*
42 *defaulting state's membership in this Compact may be terminated*
43 *upon an affirmative vote of a majority of the administrators, and*
44 *all rights, privileges and benefits conferred by this Compact may*
45 *be terminated on the effective date of termination. A cure of the*



1 *default does not relieve the offending state of obligations or*
2 *liabilities incurred during the period of default.*

3 *3. Termination of membership in this 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 of the defaulting state*
7 *and to the executive officer of the defaulting state's licensing*
8 *board and each of the party states.*

9 *4. A state whose membership in this Compact has been*
10 *terminated is responsible for all assessments, obligations and*
11 *liabilities incurred through the effective date of termination,*
12 *including obligations that extend beyond the effective date of*
13 *termination.*

14 *5. The Commission shall not bear any costs related to a*
15 *state that is found to be in default or whose membership in this*
16 *Compact has been terminated unless agreed upon in writing*
17 *between the Commission and the defaulting state.*

18 *6. The defaulting state may appeal the action of the*
19 *Commission by petitioning the U.S. District Court for the District*
20 *of Columbia or the federal district in which the Commission has*
21 *its principal offices. The prevailing party shall be awarded all*
22 *costs of such litigation, including reasonable attorneys' fees.*

23 *c. Dispute Resolution*

24 *1. Upon request by a party state, the Commission shall*
25 *attempt to resolve disputes related to the Compact that arise*
26 *among party states and between party and non-party states.*

27 *2. The Commission shall promulgate a rule providing for*
28 *both mediation and binding dispute resolution for disputes, as*
29 *appropriate.*

30 *3. In the event the Commission cannot resolve disputes*
31 *among party states arising under this Compact:*

32 *i. The party states may submit the issues in dispute to*
33 *an arbitration panel, which will be comprised of individuals*
34 *appointed by the Compact administrator in each of the affected*
35 *party states and an individual mutually agreed upon by the*
36 *Compact administrators of all the party states involved in the*
37 *dispute.*

38 *ii. The decision of a majority of the arbitrators shall be*
39 *final and binding.*

40 *d. Enforcement*

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

43 *2. By majority vote, the Commission may initiate legal*
44 *action in the U.S. District Court for the District of Columbia or the*
45 *federal district in which the Commission has its principal offices*



1 *against a party state that is in default to enforce compliance with*
2 *the provisions of this Compact and its promulgated rules and*
3 *bylaws. The relief sought may include both injunctive relief and*
4 *damages. In the event judicial enforcement is necessary, the*
5 *prevailing party shall be awarded all costs of such litigation,*
6 *including reasonable attorneys' fees.*

7 3. *The remedies herein shall not be the exclusive remedies*
8 *of the Commission. The Commission may pursue any other*
9 *remedies available under federal or state law.*

10
11 **ARTICLE X.**

12
13 **EFFECTIVE DATE, WITHDRAWAL AND AMENDMENT**

14
15 a. *This Compact shall become effective and binding on the*
16 *earlier of the date of legislative enactment of this Compact into*
17 *law by no less than twenty-six (26) states or December 31, 2018.*
18 *All party states to this Compact, that also were parties to the prior*
19 *Nurse Licensure Compact, superseded by this Compact, ("Prior*
20 *Compact"), shall be deemed to have withdrawn from said Prior*
21 *Compact within six (6) months after the effective date of this*
22 *Compact.*

23 b. *Each party state to this Compact shall continue to*
24 *recognize a nurse's multistate licensure privilege to practice in*
25 *that party state issued under the Prior Compact until such party*
26 *state has withdrawn from the Prior Compact.*

27 c. *Any party state may withdraw from this Compact by*
28 *enacting a statute repealing the same. A party state's withdrawal*
29 *shall not take effect until six (6) months after enactment of the*
30 *repealing statute.*

31 d. *A party state's withdrawal or termination shall not affect*
32 *the continuing requirement of the withdrawing or terminated*
33 *state's licensing board to report adverse actions and significant*
34 *investigations occurring prior to the effective date of such*
35 *withdrawal or termination.*

36 e. *Nothing contained in this Compact shall be construed to*
37 *invalidate or prevent any nurse licensure agreement or other*
38 *cooperative arrangement between a party state and a non-party*
39 *state that is made in accordance with the other provisions of this*
40 *Compact.*

41 f. *This Compact may be amended by the party states. No*
42 *amendment to this Compact shall become effective and binding*
43 *upon the party states unless and until it is enacted into the laws of*
44 *all party states.*



1 *g. Representatives of non-party states to this Compact shall*
2 *be invited to participate in the activities of the Commission, on a*
3 *nonvoting basis, prior to the adoption of this Compact by all states.*
4

5 **ARTICLE XI.**

6 **CONSTRUCTION AND SEVERABILITY**

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

22 **Sec. 11.** NRS 632.307 is hereby amended to read as follows:

23 632.307 1. The Board may place any condition, limitation or
24 restriction on any license or certificate issued pursuant to this
25 chapter if the Board determines that such action is necessary to
26 protect the public health, safety or welfare.

27 2. ~~The~~ *Except as otherwise provided in section 10 of this*
28 *act, the* Board shall not report any condition, limitation or restriction
29 placed on a license or certificate issued pursuant to this section to
30 the National Council of State Boards of Nursing Disciplinary Data
31 Bank or any other repository which records disciplinary action taken
32 against licensees or holders of certificates, unless the licensee or
33 holder of the certificate fails to comply with the condition, limitation
34 or restriction placed on the license or certificate. The Board may,
35 upon request, report any such information to an agency of another
36 state which regulates the practice of nursing.

37 3. The Board may modify any condition, limitation or
38 restriction placed on a license or certificate issued pursuant to this
39 section if the Board determines it is necessary to protect the public
40 health, safety or welfare.

41 4. Any condition, limitation or restriction placed on a license or
42 certificate issued pursuant to this section shall not be deemed to be
43 disciplinary action taken pursuant to NRS 632.349.



1 **Sec. 12.** NRS 632.405 is hereby amended to read as follows:
2 632.405 1. Except as otherwise provided in this section and
3 NRS 239.0115 ~~§~~ *and section 10 of this act*, any records or
4 information obtained during the course of an investigation by the
5 Board and any record of the investigation are confidential.

6 2. The complaint or other document filed by the Board to
7 initiate disciplinary action and all documents and information
8 considered by the Board when determining whether to impose
9 disciplinary action are public records.

10 3. The Board shall, to the extent feasible, communicate or
11 cooperate with or provide any documents or other information to
12 another licensing board or any agency that is investigating a person,
13 including a law enforcement agency.

14 **Sec. 13.** Chapter 633 of NRS is hereby amended by adding
15 thereto the provisions set forth as sections 14 and 15 of this act.

16 **Sec. 14.** *“PA Licensure Compact” means the PA Licensure*
17 *Compact ratified and entered into in section 1 of this act.*

18 **Sec. 15.** 1. *The Board shall perform all duties imposed on*
19 *this State by the PA Licensure Compact with respect to a physician*
20 *assistant who is licensed pursuant to this chapter.*

21 2. *The Board has jurisdiction over a physician assistant who*
22 *is practicing in this State under a compact privilege pursuant to*
23 *the PA Licensure Compact if the physician assistant:*

24 (a) *Is licensed by a professional licensing board or other*
25 *governmental entity in another jurisdiction that licenses*
26 *osteopathic physician assistants and does not license allopathic*
27 *physician assistants; or*

28 (b) *Received his or her education as a physician assistant*
29 *primarily in osteopathic techniques and is licensed by a*
30 *professional licensing board or other governmental entity in*
31 *another jurisdiction that licenses both allopathic and osteopathic*
32 *physician assistants.*

33 **Sec. 16.** NRS 633.011 is hereby amended to read as follows:
34 633.011 As used in this chapter, unless the context otherwise
35 requires, the words and terms defined in NRS 633.013 to 633.131,
36 inclusive, *and section 14 of this act* have the meanings ascribed to
37 them in those sections.

38 **Sec. 17.** NRS 633.107 is hereby amended to read as follows:

39 633.107 “Physician assistant” means a person who is ~~§~~:

40 1. A graduate of an academic program approved by the Board
41 or who, by general education, practical training and experience
42 determined to be satisfactory by the Board, is qualified to perform
43 medical services under the supervision of a supervising osteopathic
44 physician and who has been issued a license by the Board ~~§~~; *or*



1 **2. Practicing in this State under a compact privilege pursuant**
2 **to the PA Licensure Compact and is under the jurisdiction of the**
3 **Board pursuant to section 15 of this act.**

4 **Sec. 18.** NRS 633.301 is hereby amended to read as follows:

5 633.301 1. The Board shall keep a record of its proceedings
6 relating to licensing and disciplinary actions. Except as otherwise
7 provided in this section, the record must be open to public
8 inspection at all reasonable times and contain the name, known
9 place of business and residence, and the date and number of the
10 license of every osteopathic physician, physician assistant and
11 anesthesiologist assistant licensed under this chapter.

12 2. Except as otherwise provided in this section and NRS
13 239.0115 ~~§~~ **and section 1 of this act**, a complaint filed with the
14 Board, all documents and other information filed with the complaint
15 and all documents and other information compiled as a result of an
16 investigation conducted to determine whether to initiate disciplinary
17 action against a person are confidential, unless the person submits a
18 written statement to the Board requesting that such documents and
19 information be made public records.

20 3. The charging documents filed with the Board to initiate
21 disciplinary action pursuant to chapter 622A of NRS and all other
22 documents and information considered by the Board when
23 determining whether to impose discipline are public records.

24 4. The Board shall, to the extent feasible, communicate or
25 cooperate with or provide any documents or other information to
26 any other licensing board or any other agency that is investigating a
27 person, including, without limitation, a law enforcement agency.

28 **Sec. 19.** NRS 633.442 is hereby amended to read as follows:

29 633.442 1. A physician assistant shall:

30 (a) Keep his or her license **or proof that he or she is authorized**
31 **to practice in this State under the PA Licensure Compact, as**
32 **applicable**, available for inspection at his or her primary place of
33 business; and

34 (b) When engaged in professional duties, identify himself or
35 herself as a physician assistant.

36 2. A physician assistant shall not bill a patient separately from
37 his or her supervising osteopathic physician.

38 **Sec. 20.** NRS 633.524 is hereby amended to read as follows:

39 633.524 1. The Board shall require each holder of a license to
40 practice osteopathic medicine issued pursuant to this chapter to
41 submit to the Board, on a form provided by the Board, and in the
42 format required by the Board by regulation, a report stating the
43 number and type of surgeries requiring conscious sedation, deep
44 sedation or general anesthesia performed by the holder of the license



1 at his or her office or any other facility, excluding any surgical care
2 performed:

3 (a) At a medical facility as that term is defined in NRS
4 449.0151; or

5 (b) Outside of this State.

6 2. In addition to the report required pursuant to subsection 1,
7 the Board shall require each holder of a license to practice
8 osteopathic medicine to submit a report to the Board concerning the
9 occurrence of any sentinel event arising from any surgery described
10 in subsection 1. The report must be submitted in the manner
11 prescribed by the Board which must be substantially similar to the
12 manner prescribed by the State Board of Health for reporting
13 information pursuant to NRS 439.835.

14 3. Each holder of a license to practice osteopathic medicine
15 shall submit the reports required pursuant to subsections 1 and 2:

16 (a) At the time the holder of the license renews his or her
17 license; and

18 (b) Whether or not the holder of the license performed any
19 surgery described in subsection 1. Failure to submit a report or
20 knowingly or willfully filing false information in a report constitutes
21 grounds for initiating disciplinary action pursuant to NRS 633.511.


22 4. In addition to the reports required pursuant to subsections 1
23 and 2, the Board shall require each holder of a license to practice
24 osteopathic medicine to submit a report to the Board concerning the
25 occurrence of any sentinel event arising from any surgery described
26 in subsection 1 within 14 days after the occurrence of the sentinel
27 event. The report must be submitted in the manner prescribed by the
28 Board.

29 5. The Board shall:

30 (a) Collect and maintain reports received pursuant to subsections
31 1, 2 and 4;

32 (b) Ensure that the reports, and any additional documents
33 created from the reports, are protected adequately from fire, theft,
34 loss, destruction and other hazards, and from unauthorized access;
35 and

36 (c) Submit to the Division of Public and Behavioral Health a
37 copy of the report submitted pursuant to subsection 1. The Division
38 shall maintain the confidentiality of such reports in accordance with
39 subsection 6.

40 6. Except as otherwise provided in NRS 239.0115  *and*
41 *section 1 of this act*, a report received pursuant to subsection 1, 2 or
42 4 is confidential, not subject to subpoena or discovery, and not
43 subject to inspection by the general public.

44 7. The provisions of this section do not apply to surgical care
45 requiring only the administration of oral medication to a patient to



1 relieve the patient's anxiety or pain, if the medication is not given in
2 a dosage that is sufficient to induce in a patient a controlled state of
3 depressed consciousness or unconsciousness similar to general
4 anesthesia, deep sedation or conscious sedation.

5 8. In addition to any other remedy or penalty, if a holder of a
6 license to practice osteopathic medicine fails to submit a report or
7 knowingly or willfully files false information in a report submitted
8 pursuant to this section, the Board may, after providing the holder of
9 a license to practice osteopathic medicine with notice and
10 opportunity for a hearing, impose against the holder of a license an
11 administrative penalty for each such violation. The Board shall
12 establish by regulation a sliding scale based on the severity of the
13 violation to determine the amount of the administrative penalty to be
14 imposed against the holder of the license to practice osteopathic
15 medicine. The regulations must include standards for determining
16 the severity of the violation and may provide for a more severe
17 penalty for multiple violations.

18 9. As used in this section:

19 (a) "Conscious sedation" has the meaning ascribed to it in
20 NRS 449.436.

21 (b) "Deep sedation" has the meaning ascribed to it in
22 NRS 449.437.

23 (c) "General anesthesia" has the meaning ascribed to it in
24 NRS 449.438.

25 (d) "Sentinel event" has the meaning ascribed to it in
26 NRS 439.830.

27 **Sec. 21.** Chapter 637B of NRS is hereby amended by adding
28 thereto a new section to read as follows:

29 *The Audiology and Speech-Language Pathology Interstate*
30 *Compact is hereby ratified and entered into with all other*
31 *jurisdictions legally joining the Compact, in substantially the form*
32 *set forth in this section:*

33 **AUDIOLOGY AND SPEECH-LANGUAGE PATHOLOGY**
34 **INTERSTATE COMPACT**

35 **SECTION 1. PURPOSE**

36
37
38
39 *The purpose of this Compact is to facilitate interstate practice*
40 *of audiology and speech-language pathology with the goal of*
41 *improving public access to audiology and speech-language*
42 *pathology services. The practice of audiology and speech-*
43 *language pathology occurs in the state where the*
44 *patient/client/student is located at the time of the*
45 *patient/client/student encounter. The Compact preserves*



1 *the regulatory authority of states to protect public health and*
2 *safety through the current system of state licensure.*

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

4 *1. Increase public access to audiology and speech-language*
5 *pathology services by providing for the mutual recognition of*
6 *other member state licenses;*

7 *2. Enhance the states' ability to protect the public's health*
8 *and safety;*

9 *3. Encourage the cooperation of member states in regulating*
10 *multistate audiology and speech-language pathology practice;*

11 *4. Support spouses of relocating active duty military*
12 *personnel;*

13 *5. Enhance the exchange of licensure, investigative and*
14 *disciplinary information between member states;*

15 *6. Allow a remote state to hold a provider of services with a*
16 *compact privilege in that state accountable to that state's practice*
17 *standards; and*

18 *7. Allow for the use of telehealth technology to facilitate*
19 *increased access to audiology and speech-language pathology*
20 *services.*

21
22 **SECTION 2. DEFINITIONS**

23
24 *As used in this Compact, and except as otherwise provided, the*
25 *following definitions shall apply:*

26 *A. "Active duty military" means full-time duty status in the*
27 *active uniformed service of the United States, including members*
28 *of the National Guard and Reserve on active duty orders pursuant*
29 *to 10 U.S.C. Chapter 1209 and 1211.*

30 *B. "Adverse action" means any administrative, civil,*
31 *equitable or criminal action permitted by a state's laws which is*
32 *imposed by a licensing board or other authority against an*
33 *audiologist or speech-language pathologist, including actions*
34 *against an individual's license or privilege to practice such as*
35 *revocation, suspension, probation, monitoring of the licensee, or*
36 *restriction on the licensee's practice.*

37 *C. "Alternative program" means a non-disciplinary*
38 *monitoring process approved by an audiology or speech-language*
39 *pathology licensing board to address impaired practitioners.*

40 *D. "Audiologist" means an individual who is licensed by a*
41 *state to practice audiology.*

42 *E. "Audiology" means the care and services provided by a*
43 *licensed audiologist as set forth in the member state's statutes and*
44 *rules.*



1 *F. "Audiology and Speech-Language Pathology Compact*
2 *Commission" or "Commission" means the national administrative*
3 *body whose membership consists of all states that have enacted the*
4 *Compact.*

5 *G. "Audiology and speech-language pathology licensing*
6 *board," "audiology licensing board," "speech-language pathology*
7 *licensing board," or "licensing board" means the agency of a state*
8 *that is responsible for the licensing and regulation of audiologists*
9 *and/or speech-language pathologists.*

10 *H. "Compact privilege" means the authorization granted by a*
11 *remote state to allow a licensee from another member state to*
12 *practice as an audiologist or speech-language pathologist in the*
13 *remote state under its laws and rules. The practice of audiology or*
14 *speech-language pathology occurs in the member state where the*
15 *patient/client/student is located at the time of the*
16 *patient/client/student encounter.*

17 *I. "Current significant investigative information" means*
18 *investigative information that a licensing board, after an inquiry*
19 *or investigation that includes notification and an opportunity for*
20 *the audiologist or speech-language pathologist to respond, if*
21 *required by state law, has reason to believe is not groundless and,*
22 *if proved true, would indicate more than a minor infraction.*

23 *J. "Data system" means a repository of information about*
24 *licensees, including, but not limited to, continuing education,*
25 *examination, licensure, investigative, compact privilege and*
26 *adverse action.*

27 *K. "Encumbered license" means a license in which an*
28 *adverse action restricts the practice of audiology or speech-*
29 *language pathology by the licensee and said adverse action has*
30 *been reported to the National Practitioners Data Bank (NPDB).*

31 *L. "Executive Committee" means a group of directors elected*
32 *or appointed to act on behalf of, and within the powers granted to*
33 *them by, the Commission.*

34 *M. "Home state" means the member state that is the*
35 *licensee's primary state of residence.*

36 *N. "Impaired practitioner" means individuals whose*
37 *professional practice is adversely affected by substance abuse,*
38 *addiction, or other health-related conditions.*

39 *O. "Licensee" means an individual who currently holds an*
40 *authorization from the state licensing board to practice as an*
41 *audiologist or speech-language pathologist.*

42 *P. "Member state" means a state that has enacted the*
43 *Compact.*



1 *Q. "Privilege to practice" means a legal authorization*
2 *permitting the practice of audiology or speech-language pathology*
3 *in a remote state.*

4 *R. "Remote state" means a member state other than the home*
5 *state where a licensee is exercising or seeking to exercise the*
6 *compact privilege.*

7 *S. "Rule" means a regulation, principle or directive*
8 *promulgated by the Commission that has the force of law.*

9 *T. "Single-state license" means an audiology or speech-*
10 *language pathology license issued by a member state that*
11 *authorizes practice only within the issuing state and does not*
12 *include a privilege to practice in any other member state.*

13 *U. "Speech-language pathologist" means an individual who*
14 *is licensed by a state to practice speech-language pathology.*

15 *V. "Speech-language pathology" means the care and services*
16 *provided by a licensed speech-language pathologist as set forth in*
17 *the member state's statutes and rules.*

18 *W. "State" means any state, commonwealth, district or*
19 *territory of the United States of America that regulates the practice*
20 *of audiology and speech-language pathology.*

21 *X. "State practice laws" means a member state's laws, rules*
22 *and regulations that govern the practice of audiology or speech-*
23 *language pathology, define the scope of audiology or speech-*
24 *language pathology practice, and create the methods and grounds*
25 *for imposing discipline.*

26 *Y. "Telehealth" means the application of telecommunication*
27 *technology to deliver audiology or speech-language pathology*
28 *services at a distance for assessment, intervention and/or*
29 *consultation.*

30
31 **SECTION 3. STATE PARTICIPATION IN THE COMPACT**

32
33 *A. A license issued to an audiologist or speech-language*
34 *pathologist by a home state to a resident in that state shall be*
35 *recognized by each member state as authorizing an audiologist or*
36 *speech-language pathologist to practice audiology or speech-*
37 *language pathology, under a privilege to practice, in each member*
38 *state.*

39 *B. A state must implement or utilize procedures for*
40 *considering the criminal history records of applicants for initial*
41 *privilege to practice. These procedures shall include the*
42 *submission of fingerprints or other biometric-based information*
43 *by applicants for the purpose of obtaining an applicant's criminal*
44 *history record information from the Federal Bureau of*



1 *Investigation and the agency responsible for retaining that state's*
2 *criminal records.*

3 *1. A member state must fully implement a criminal*
4 *background check requirement, within a time frame established by*
5 *rule, by receiving the results of the Federal Bureau of*
6 *Investigation record search on criminal background checks and*
7 *use the results in making licensure decisions.*

8 *2. Communication between a member state, the*
9 *Commission and among member states regarding the verification*
10 *of eligibility for licensure through the Compact shall not include*
11 *any information received from the Federal Bureau of*
12 *Investigation relating to a federal criminal records check*
13 *performed by a member state under Public Law 92-544.*

14 *C. Upon application for a privilege to practice, the licensing*
15 *board in the issuing remote state shall ascertain, through the data*
16 *system, whether the applicant has ever held, or is the holder of, a*
17 *license issued by any other state, whether there are any*
18 *encumbrances on any license or privilege to practice held by the*
19 *applicant, whether any adverse action has been taken against any*
20 *license or privilege to practice held by the applicant.*

21 *D. Each member state shall require an applicant to obtain or*
22 *retain a license in the home state and meet the home state's*
23 *qualifications for licensure or renewal of licensure, as well as, all*
24 *other applicable state laws.*

25 *E. For an audiologist:*

26 *1. Must meet one of the following educational*
27 *requirements:*

28 *a. On or before, Dec. 31, 2007, has graduated with a*
29 *master's degree or doctorate in audiology, or equivalent degree*
30 *regardless of degree name, from a program that is accredited by*
31 *an accrediting agency recognized by the Council for Higher*
32 *Education Accreditation, or its successor, or by the United States*
33 *Department of Education and operated by a college or university*
34 *accredited by a regional or national accrediting organization*
35 *recognized by the board; or*

36 *b. On or after, Jan. 1, 2008, has graduated with a*
37 *Doctoral degree in audiology, or equivalent degree, regardless of*
38 *degree name, from a program that is accredited by an accrediting*
39 *agency recognized by the Council for Higher Education*
40 *Accreditation, or its successor, or by the United States Department*
41 *of Education and operated by a college or university accredited by*
42 *a regional or national accrediting organization recognized by the*
43 *board; or*

44 *c. Has graduated from an audiology program that is*
45 *housed in an institution of higher education outside of the United*



1 *States (a) for which the program and institution have been*
2 *approved by the authorized accrediting body in the applicable*
3 *country and (b) the degree program has been verified by an*
4 *independent credentials review agency to be comparable to a state*
5 *licensing board-approved program.*

6 *2. Has completed a supervised clinical practicum*
7 *experience from an accredited educational institution or its*
8 *cooperating programs as required by the Commission;*

9 *3. Has successfully passed a national examination*
10 *approved by the Commission;*

11 *4. Holds an active, unencumbered license;*

12 *5. Has not been convicted or found guilty, and has not*
13 *entered into an agreed disposition, of a felony related to the*
14 *practice of audiology, under applicable state or federal criminal*
15 *law;*

16 *6. Has a valid United States Social Security or National*
17 *Practitioner Identification number.*

18 *F. For a speech-language pathologist:*

19 *1. Must meet one of the following educational*
20 *requirements:*

21 *a. Has graduated with a master's degree from a speech-*
22 *language pathology program that is accredited by an organization*
23 *recognized by the United States Department of Education and*
24 *operated by a college or university accredited by a regional or*
25 *national accrediting organization recognized by the board; or*

26 *b. Has graduated from a speech-language pathology*
27 *program that is housed in an institution of higher education*
28 *outside of the United States (a) for which the program and*
29 *institution have been approved by the authorized accrediting body*
30 *in the applicable country and (b) the degree program has been*
31 *verified by an independent credentials review agency to be*
32 *comparable to a state licensing board-approved program.*

33 *2. Has completed a supervised clinical practicum*
34 *experience from an educational institution or its cooperating*
35 *programs as required by the Commission;*

36 *3. Has completed a supervised postgraduate professional*
37 *experience as required by the Commission;*

38 *4. Has successfully passed a national examination*
39 *approved by the Commission;*

40 *5. Holds an active, unencumbered license;*

41 *6. Has not been convicted or found guilty, and has not*
42 *entered into an agreed disposition, of a felony related to the*
43 *practice of speech-language pathology, under applicable state or*
44 *federal criminal law;*



1 7. *Has a valid United States Social Security or National*
2 *Practitioner Identification number.*

3 G. *The privilege to practice is derived from the home state*
4 *license.*

5 H. *An audiologist or speech-language pathologist practicing*
6 *in a member state must comply with the state practice laws of the*
7 *state in which the client is located at the time service is provided.*
8 *The practice of audiology and speech-language pathology shall*
9 *include all audiology and speech-language pathology practice as*
10 *defined by the state practice laws of the member state in which the*
11 *client is located. The practice of audiology and speech-language*
12 *pathology in a member state under a privilege to practice shall*
13 *subject an audiologist or speech-language pathologist to the*
14 *jurisdiction of the licensing board, the courts and the laws of the*
15 *member state in which the client is located at the time service is*
16 *provided.*

17 I. *Individuals not residing in a member state shall continue to*
18 *be able to apply for a member state's single-state license as*
19 *provided under the laws of each member state. However, the*
20 *single-state license granted to these individuals shall not be*
21 *recognized as granting the privilege to practice audiology or*
22 *speech-language pathology in any other member state. Nothing in*
23 *this Compact shall affect the requirements established by a*
24 *member state for the issuance of a single-state license.*

25 J. *Member states may charge a fee for granting a compact*
26 *privilege.*

27 K. *Member states must comply with the bylaws and rules and*
28 *regulations of the Commission.*

29
30 **SECTION 4. COMPACT PRIVILEGE**

31
32 A. *To exercise the compact privilege under the terms and*
33 *provisions of the Compact, the audiologist or speech-language*
34 *pathologist shall:*

- 35 1. *Hold an active license in the home state;*
36 2. *Have no encumbrance on any state license;*
37 3. *Be eligible for a compact privilege in any member state*
38 *in accordance with Section 3;*
39 4. *Have not had any adverse action against any license or*
40 *compact privilege within the previous 2 years from date of*
41 *application;*
42 5. *Notify the Commission that the licensee is seeking the*
43 *compact privilege within a remote state(s);*
44 6. *Pay any applicable fees, including any state fee, for the*
45 *compact privilege;*



1 7. *Report to the Commission adverse action taken by any*
2 *non-member state within 30 days from the date the adverse action*
3 *is taken.*

4 B. *For the purposes of the compact privilege, an audiologist*
5 *or speech-language pathologist shall only hold one home state*
6 *license at a time.*

7 C. *Except as provided in Section 6, if an audiologist or*
8 *speech-language pathologist changes primary state of residence by*
9 *moving between two-member states, the audiologist or speech-*
10 *language pathologist must apply for licensure in the new home*
11 *state, and the license issued by the prior home state shall be*
12 *deactivated in accordance with applicable rules adopted by the*
13 *Commission.*

14 D. *The audiologist or speech-language pathologist may apply*
15 *for licensure in advance of a change in primary state of residence.*

16 E. *A license shall not be issued by the new home state until*
17 *the audiologist or speech-language pathologist provides*
18 *satisfactory evidence of a change in primary state of residence to*
19 *the new home state and satisfies all applicable requirements to*
20 *obtain a license from the new home state.*

21 F. *If an audiologist or speech-language pathologist changes*
22 *primary state of residence by moving from a member state to a*
23 *non-member state, the license issued by the prior home state shall*
24 *convert to a single-state license, valid only in the former home*
25 *state.*

26 G. *The compact privilege is valid until the expiration date of*
27 *the home state license. The licensee must comply with the*
28 *requirements of Section 4A to maintain the compact privilege in*
29 *the remote state.*

30 H. *A licensee providing audiology or speech-language*
31 *pathology services in a remote state under the compact privilege*
32 *shall function within the laws and regulations of the remote state.*

33 I. *A licensee providing audiology or speech-language*
34 *pathology services in a remote state is subject to that state's*
35 *regulatory authority. A remote state may, in accordance with due*
36 *process and that state's laws, remove a licensee's compact*
37 *privilege in the remote state for a specific period of time, impose*
38 *finer, and/or take any other necessary actions to protect the health*
39 *and safety of its citizens.*

40 J. *If a home state license is encumbered, the licensee shall*
41 *lose the compact privilege in any remote state until the following*
42 *occur:*

- 43 1. *The home state license is no longer encumbered; and*
44 2. *Two years have elapsed from the date of the adverse*
45 *action.*



1 *K. Once an encumbered license in the home state is restored*
2 *to good standing, the licensee must meet the requirements of*
3 *Section 4A to obtain a compact privilege in any remote state.*

4 *L. Once the requirements of Section 4J have been met, the*
5 *licensee must meet the requirements in Section 4A to obtain a*
6 *compact privilege in a remote state.*

7
8 **SECTION 5. COMPACT PRIVILEGE TO**
9 **PRACTICE TELEHEALTH**

10
11 *Member states shall recognize the right of an audiologist or*
12 *speech-language pathologist, licensed by a home state in*
13 *accordance with Section 3 and under rules promulgated by the*
14 *Commission, to practice audiology or speech-language pathology*
15 *in any member state via telehealth under a privilege to practice as*
16 *provided in the Compact and rules promulgated by the*
17 *Commission.*

18
19 **SECTION 6. ACTIVE DUTY MILITARY**
20 **PERSONNEL OR THEIR SPOUSES**

21
22 *Active duty military personnel, or their spouse, shall designate*
23 *a home state where the individual has a current license in good*
24 *standing. The individual may retain the home state designation*
25 *during the period the service member is on active duty.*
26 *Subsequent to designating a home state, the individual shall only*
27 *change their home state through application for licensure in the*
28 *new state.*

29
30 **SECTION 7. ADVERSE ACTIONS**

31
32 *A. In addition to the other powers conferred by state law, a*
33 *remote state shall have the authority, in accordance with existing*
34 *state due process law, to:*

35 *1. Take adverse action against an audiologist's or speech-*
36 *language pathologist's privilege to practice within that member*
37 *state.*

38 *2. Issue subpoenas for both hearings and investigations*
39 *that require the attendance and testimony of witnesses as well as*
40 *the production of evidence. Subpoenas issued by a licensing board*
41 *in a member state for the attendance and testimony of witnesses or*
42 *the production of evidence from another member state shall be*
43 *enforced in the latter state by any court of competent jurisdiction,*
44 *according to the practice and procedure of that court applicable to*
45 *subpoenas issued in proceedings pending before it. The issuing*



1 *authority shall pay any witness fees, travel expenses, mileage and*
2 *other fees required by the service statutes of the state in which the*
3 *witnesses or evidence are located.*

4 *3. Only the home state shall have the power to take adverse*
5 *action against a audiologist's or speech-language pathologist's*
6 *license issued by the home state.*

7 *B. For purposes of taking adverse action, the home state shall*
8 *give the same priority and effect to reported conduct received from*
9 *a member state as it would if the conduct had occurred within the*
10 *home state. In so doing, the home state shall apply its own state*
11 *laws to determine appropriate action.*

12 *C. The home state shall complete any pending investigations*
13 *of an audiologist or speech-language pathologist who changes*
14 *primary state of residence during the course of the investigations.*
15 *The home state shall also have the authority to take appropriate*
16 *action(s) and shall promptly report the conclusions of the*
17 *investigations to the administrator of the data system. The*
18 *administrator of the coordinated licensure information system*
19 *shall promptly notify the new home state of any adverse actions.*

20 *D. If otherwise permitted by state law, the member state may*
21 *recover from the affected audiologist or speech-language*
22 *pathologist the costs of investigations and disposition of cases*
23 *resulting from any adverse action taken against that audiologist or*
24 *speech-language pathologist.*

25 *E. The member state may take adverse action based on the*
26 *factual findings of the remote state, provided that the member*
27 *state follows the member state's own procedures for taking the*
28 *adverse action.*

29 *F. Joint Investigations*

30 *1. In addition to the authority granted to a member state by*
31 *its respective audiology or speech-language pathology practice act*
32 *or other applicable state law, any member state may participate*
33 *with other member states in joint investigations of licensees.*

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

37 *G. If adverse action is taken by the home state against an*
38 *audiologist's or speech-language pathologist's license, the*
39 *audiologist's or speech-language pathologist's privilege to practice*
40 *in all other member states shall be deactivated until all*
41 *encumbrances have been removed from the state license. All home*
42 *state disciplinary orders that impose adverse action against an*
43 *audiologist's or speech-language pathologist's license shall*
44 *include a statement that the audiologist's or speech-language*



1 *pathologist's privilege to practice is deactivated in all member*
2 *states during the pendency of the order.*

3 *H. If a member state takes adverse action, it shall promptly*
4 *notify the administrator of the data system. The administrator of*
5 *the data system shall promptly notify the home state of any adverse*
6 *actions by remote states.*

7 *I. Nothing in this Compact shall override a member state's*
8 *decision that participation in an alternative program may be used*
9 *in lieu of adverse action.*

10
11 **SECTION 8. ESTABLISHMENT OF THE**
12 **AUDIOLOGY AND SPEECH-LANGUAGE**
13 **PATHOLOGY COMPACT COMMISSION**
14

15 *A. The Compact member states hereby create and establish a*
16 *joint public agency known as the Audiology and Speech-Language*
17 *Pathology Compact Commission:*

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

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

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

28 *B. Membership, Voting and Meetings*

29 *1. Each member state shall have two (2) delegates selected*
30 *by that member state's licensing board. The delegates shall be*
31 *current members of the licensing board. One shall be an*
32 *audiologist and one shall be a speech-language pathologist.*

33 *2. An additional five (5) delegates, who are either a public*
34 *member or board administrator from a state licensing board, shall*
35 *be chosen by the Executive Committee from a pool of nominees*
36 *provided by the Commission at Large.*

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

40 *4. The member state board shall fill any vacancy occurring*
41 *on the Commission, within 90 days.*

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



1 6. A delegate shall vote in person or by other means as
2 provided in the bylaws. The bylaws may provide for delegates'
3 participation in meetings by telephone or other means of
4 communication.

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

8 C. The Commission shall have the following powers and
9 duties:

10 1. Establish the fiscal year of the Commission;

11 2. Establish bylaws;

12 3. Establish a Code of Ethics;

13 4. Maintain its financial records in accordance with the
14 bylaws;

15 5. Meet and take actions as are consistent with the
16 provisions of this Compact and the bylaws;

17 6. Promulgate uniform rules to facilitate and coordinate
18 implementation and administration of this Compact. The rules
19 shall have the force and effect of law and shall be binding in all
20 member states;

21 7. Bring and prosecute legal proceedings or actions in the
22 name of the Commission, provided that the standing of any state
23 audiology or speech-language pathology licensing board to sue or
24 be sued under applicable law shall not be affected;

25 8. Purchase and maintain insurance and bonds;

26 9. Borrow, accept, or contract for services of personnel,
27 including, but not limited to, employees of a member state;

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

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

39 12. Lease, purchase, accept appropriate gifts or donations
40 of, or otherwise to own, hold, improve or use, any property, real,
41 personal or mixed; provided that at all times the Commission shall
42 avoid any appearance of impropriety;

43 13. Sell, convey, mortgage, pledge, lease, exchange,
44 abandon, or otherwise dispose of any property real, personal, or
45 mixed;



1 14. Establish a budget and make expenditures;

2 15. Borrow money;

3 16. Appoint committees, including standing committees
4 composed of members, and other interested persons as may be
5 designated in this Compact and the bylaws;

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

8 18. Establish and elect an Executive Committee; and

9 19. Perform other functions as may be necessary or
10 appropriate to achieve the purposes of this Compact consistent
11 with the state regulation of audiology and speech-language
12 pathology licensure and practice.

13 D. The Executive Committee

14 The Executive Committee shall have the power to act on behalf
15 of the Commission according to the terms of this Compact:

16 1. The Executive Committee shall be composed of ten (10)
17 members:

18 a. Seven (7) voting members who are elected by the
19 Commission from the current membership of the Commission;

20 b. Two (2) ex-officios, consisting of one nonvoting
21 member from a recognized national audiology professional
22 association and one nonvoting member from a recognized
23 national speech-language pathology association; and

24 c. One (1) ex-officio, nonvoting member from the
25 recognized membership organization of the audiology and speech-
26 language pathology licensing boards.

27 E. The ex-officio members shall be selected by their
28 respective organizations.

29 1. The Commission may remove any member of the
30 Executive Committee as provided in bylaws.

31 2. The Executive Committee shall meet at least annually.

32 3. The Executive Committee shall have the following duties
33 and responsibilities:

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

38 b. Ensure Compact administration services are
39 appropriately provided, contractual or otherwise;

40 c. Prepare and recommend the budget;

41 d. Maintain financial records on behalf of the
42 Commission;

43 e. Monitor Compact compliance of member states and
44 provide compliance reports to the Commission;

45 f. Establish additional committees as necessary; and



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

2 4. *Meetings of the Commission*

3 All meetings shall be open to the public, and public notice of
4 meetings shall be given in the same manner as required under the
5 rulemaking provisions in Section 10.

6 5. *The Commission or the Executive Committee or other*
7 *committees of the Commission may convene in a closed, non-*
8 *public meeting if the Commission or Executive Committee or*
9 *other committees of the Commission must discuss:*

10 a. *Non-compliance of a member state with its*
11 *obligations under the Compact;*

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

16 c. *Current, threatened, or reasonably anticipated*
17 *litigation;*

18 d. *Negotiation of contracts for the purchase, lease, or*
19 *sale of goods, services, or real estate;*

20 e. *Accusing any person of a crime or formally censuring*
21 *any person;*

22 f. *Disclosure of trade secrets or commercial or financial*
23 *information that is privileged or confidential;*

24 g. *Disclosure of information of a personal nature where*
25 *disclosure would constitute a clearly unwarranted invasion of*
26 *personal privacy;*

27 h. *Disclosure of investigative records compiled for law*
28 *enforcement purposes;*

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

33 j. *Matters specifically exempted from disclosure by*
34 *federal or member state statute.*

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

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



1 *vote of the Commission or order of a court of competent*
2 *jurisdiction.*

3 **8. *Financing of the Commission***

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

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

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

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

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

31 **F. *Qualified Immunity, Defense, and Indemnification***

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

44 **2. *The Commission shall defend any member, officer,***
45 *executive director, employee or representative of the Commission*



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

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

21
22 **SECTION 9. DATA SYSTEM**
23

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

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

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

42 C. *Investigative information pertaining to a licensee in any*
43 *member state shall only be available to other member states.*

44 D. *The Commission shall promptly notify all member states*
45 *of any adverse action taken against a licensee or an individual*



1 *applying for a license. Adverse action information pertaining to a*
2 *licensee in any member state shall be available to any other*
3 *member state.*

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

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

11
12 **SECTION 10. RULEMAKING**

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

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

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

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

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

31 *2. On the website of each member state audiology or*
32 *speech-language pathology licensing board or other publicly*
33 *accessible platform or the publication in which each state would*
34 *otherwise publish proposed rules.*

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

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

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

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

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



1 *F. Prior to the adoption of a proposed rule, the Commission*
2 *shall 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 shall be recorded. A copy of the recording*
25 *shall 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; or*

8 *3. Meet a deadline for the promulgation of an*
9 *administrative rule that is established by federal law or rule.*

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

24
25 **SECTION 11. OVERSIGHT, DISPUTE RESOLUTION,**
26 **AND ENFORCEMENT**

27
28 **A. Dispute Resolution**

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

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

36 **B. Enforcement**

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

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



1 *necessary, the prevailing member shall be awarded all costs of*
2 *litigation, including reasonable attorney's fees.*

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

6
7 **SECTION 12. DATE OF IMPLEMENTATION OF THE**
8 **INTERSTATE COMMISSION FOR AUDIOLOGY AND**
9 **SPEECH-LANGUAGE PATHOLOGY PRACTICE AND**
10 **ASSOCIATED RULES, WITHDRAWAL, AND AMENDMENT**
11

12 *A. The Compact shall come into effect on the date on which*
13 *the Compact statute is enacted into law in the 10th member state.*
14 *The provisions, which become effective at that time, shall be*
15 *limited to the powers granted to the Commission relating to*
16 *assembly and the promulgation of rules. Thereafter, the*
17 *Commission shall meet and exercise rulemaking powers necessary*
18 *to the implementation and administration of the Compact.*

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

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

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

29 *2. Withdrawal shall not affect the continuing requirement*
30 *of the withdrawing state's audiology or speech-language*
31 *pathology licensing board to comply with the investigative and*
32 *adverse action reporting requirements of this act prior to the*
33 *effective date of withdrawal.*

34 *D. Nothing contained in this Compact shall be construed to*
35 *invalidate or prevent any audiology or speech-language pathology*
36 *licensure agreement or other cooperative arrangement between a*
37 *member state and a non-member state that does not conflict with*
38 *the provisions of this Compact.*

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



1 **SECTION 13. CONSTRUCTION AND SEVERABILITY**

2
3 *This Compact shall be liberally construed so as to effectuate*
4 *the purposes thereof. The provisions of this Compact shall be*
5 *severable and if any phrase, clause, sentence or provision of this*
6 *Compact is declared to be contrary to the constitution of any*
7 *member state or of the United States or the applicability thereof to*
8 *any government, agency, person or circumstance is held invalid,*
9 *the validity of the remainder of this Compact and the applicability*
10 *thereof to any government, agency, person or circumstance shall*
11 *not be affected thereby. If this Compact shall be held contrary to*
12 *the constitution of any member state, the Compact shall remain in*
13 *full force and effect as to the remaining member states and in full*
14 *force and effect as to the member state affected as to all severable*
15 *matters.*

16
17 **SECTION 14. BINDING EFFECT OF**
18 **COMPACT AND OTHER LAWS**


19
20 **A.** *Nothing herein prevents the enforcement of any other law*
21 *of a member state that is not inconsistent with the Compact.*

22 **B.** *All laws in a member state in conflict with the Compact*
23 *are superseded to the extent of the conflict.*

24 **C.** *All lawful actions of the Commission, including all rules*
25 *and bylaws promulgated by the Commission, are binding upon the*
26 *member states.*

27 **D.** *All agreements between the Commission and the member*
28 *states are binding in accordance with their terms.*

29 **E.** *In the event any provision of the Compact exceeds the*
30 *constitutional limits imposed on the legislature of any member*
31 *state, the provision shall be ineffective to the extent of the conflict*
32 *with the constitutional provision in question in that member state.*

33 **Sec. 22.** NRS 637B.288 is hereby amended to read as follows:
34 637B.288 1. Except as otherwise provided in this section and
35 NRS 239.0115  *and section 21 of this act*, a complaint filed with
36 the Board, all documents and other information filed with the
37 complaint and all documents and other information compiled as a
38 result of an investigation conducted to determine whether to initiate
39 disciplinary action against a person are confidential, unless the
40 person submits a written statement to the Board requesting that such
41 documents and information be made public records.

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



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

5 **Sec. 23.** Chapter 640 of NRS is hereby amended by adding
6 thereto a new section to read as follows:

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

10
11 **PHYSICAL THERAPY LICENSURE COMPACT**

12
13 **SECTION 1. PURPOSE**

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

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

23 *1. Increase public access to physical therapy services by*
24 *providing for the mutual recognition of other member state*
25 *licenses;*

26 *2. Enhance the states' ability to protect the public's health*
27 *and safety;*

28 *3. Encourage the cooperation of member states in regulating*
29 *multi-state physical therapy practice;*

30 *4. Support spouses of relocating military members;*

31 *5. Enhance the exchange of licensure, investigative, and*
32 *disciplinary information between member states; and*

33 *6. Allow a remote state to hold a provider of services with a*
34 *compact privilege in that state accountable to that state's practice*
35 *standards.*

36
37 **SECTION 2. DEFINITIONS**

38
39 *As used in this Compact, and except as otherwise provided, the*
40 *following definitions shall apply:*

41 *1. "Active Duty Military" means full-time duty status in the*
42 *active uniformed service of the United States, including members*
43 *of the National Guard and Reserve on active duty orders pursuant*
44 *to 10 U.S.C. Chapters 1209 and 1211.*



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

4 3. *“Alternative Program” means a non-disciplinary*
5 *monitoring or practice remediation process approved by a physical*
6 *therapy licensing board. This includes, but is not limited to,*
7 *substance abuse issues.*

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

14 5. *“Continuing competence” means a requirement, as a*
15 *condition of license renewal, to provide evidence of participation*
16 *in, and/or completion of, educational and professional activities*
17 *relevant to practice or area of work.*

18 6. *“Data system” means a repository of information about*
19 *licensees, including examination, licensure, investigative, compact*
20 *privilege, and adverse action.*

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

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

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

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

31 11. *“Jurisprudence Requirement” means the assessment of*
32 *an individual’s knowledge of the laws and rules governing the*
33 *practice of physical therapy in a state.*

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

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

39 14. *“Party state” means any member state in which a licensee*
40 *holds a current license or compact privilege or is applying for a*
41 *license or compact privilege.*

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



1 16. *“Physical therapist assistant” means an individual who is*
2 *licensed/certified by a state and who assists the physical therapist*
3 *in selected components of physical therapy.*

4 17. *“Physical therapy,” “physical therapy practice,” and “the*
5 *practice of physical therapy” mean the care and services provided*
6 *by or under the direction and supervision of a licensed physical*
7 *therapist.*

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

11 19. *“Physical therapy licensing board” or “licensing board”*
12 *means the agency of a state that is responsible for the licensing*
13 *and regulation of physical therapists and physical therapist*
14 *assistants.*

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

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

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

23
24 **SECTION 3. STATE PARTICIPATION IN THE COMPACT**

25
26 **A. To participate in the Compact, a state must:**

27 1. *Participate fully in the Commission’s data system,*
28 *including using the Commission’s unique identifier as defined in*
29 *rules;*

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

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

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

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

41 6. *Utilize a recognized national examination as a*
42 *requirement for licensure pursuant to the rules of the*
43 *Commission; and*

44 7. *Have continuing competence requirements as a*
45 *condition for license renewal.*



1 *B. Upon adoption of this statute, the member state shall have*
2 *the authority to obtain biometric-based information from each*
3 *physical therapy licensure applicant and submit this information*
4 *to the Federal Bureau of Investigation for a criminal background*
5 *check in accordance with 28 U.S.C. § 534 and 42 U.S.C. § 14616.*

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

9 *D. Member states may charge a fee for granting a compact*
10 *privilege.*

11
12 **SECTION 4. COMPACT PRIVILEGE**

13
14 *A. To exercise the compact privilege under the terms and*
15 *provisions of the Compact, the licensee shall:*

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

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

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

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

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

24 *6. Pay any applicable fees, including any state fee, for the*
25 *compact privilege;*

26 *7. Meet any jurisprudence requirements established by the*
27 *remote state(s) in which the licensee is seeking a compact*
28 *privilege; and*

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

32 *B. The compact privilege is valid until the expiration date of*
33 *the home license. The licensee must comply with the requirements*
34 *of Section 4.A. to maintain the compact privilege in the remote*
35 *state.*

36 *C. A licensee providing physical therapy in a remote state*
37 *under the compact privilege shall function within the laws and*
38 *regulations of the remote state.*

39 *D. A licensee providing physical therapy in a remote state is*
40 *subject to that state's regulatory authority. A remote state may, in*
41 *accordance with due process and that state's laws, remove a*
42 *licensee's compact privilege in the remote state for a specific*
43 *period of time, impose fines, and/or take any other necessary*
44 *actions to protect the health and safety of its citizens. The licensee*



1 *is not eligible for a compact privilege in any state until the specific*
2 *time for removal has passed and all fines are paid.*

3 *E. If a home state license is encumbered, the licensee shall*
4 *lose the compact privilege in any remote state until the following*
5 *occur:*

- 6 *1. The home state license is no longer encumbered; and*
- 7 *2. Two years have elapsed from the date of the adverse*
8 *action.*

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

12 *G. If a licensee's compact privilege in any remote state is*
13 *removed, the individual shall lose the compact privilege in any*
14 *remote state until the following occur:*

- 15 *1. The specific period of time for which the compact*
16 *privilege was removed has ended;*
- 17 *2. All fines have been paid; and*
- 18 *3. Two years have elapsed from the date of the adverse*
19 *action.*

20 *H. Once the requirements of Section 4G have been met, the*
21 *license must meet the requirements in Section 4A to obtain a*
22 *compact privilege in a remote state.*

23

24 SECTION 5. ACTIVE DUTY MILITARY

25 PERSONNEL OR THEIR SPOUSES

26

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

- 30 *A. Home of record;*
- 31 *B. Permanent Change of Station (PCS); or*
- 32 *C. State of current residence if it is different than the PCS*
33 *state or home of record.*

34

35 SECTION 6. ADVERSE ACTIONS

36

37 *A. A home state shall have exclusive power to impose adverse*
38 *action against a license issued by the home state.*

39 *B. A home state may take adverse action based on the*
40 *investigative information of a remote state, so long as the home*
41 *state follows its own procedures for imposing adverse action.*

42 *C. Nothing in this Compact shall override a member state's*
43 *decision that participation in an alternative program may be used*
44 *in lieu of adverse action and that such participation shall remain*
45 *non-public if required by the member state's laws. Member states*



1 *must require licensees who enter any alternative programs in lieu*
2 *of discipline to agree not to practice in any other member state*
3 *during the term of the alternative program without prior*
4 *authorization from such other member state.*

5 *D. Any member state may investigate actual or alleged*
6 *violations of the statutes and rules authorizing the practice of*
7 *physical therapy in any other member state in which a physical*
8 *therapist or physical therapist assistant holds a license or compact*
9 *privilege.*

10 *E. A remote state shall have the authority to:*

11 *1. Take adverse actions as set forth in Section 4.D. against*
12 *a licensee's compact privilege in the state;*

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

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

27 *F. Joint Investigations*

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

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

35
36 **SECTION 7. ESTABLISHMENT OF THE PHYSICAL**
37 **THERAPY COMPACT COMMISSION**

38
39 *A. The Compact member states hereby create and establish a*
40 *joint public agency known as the Physical Therapy Compact*
41 *Commission:*

42 *1. The Commission is an instrumentality of the Compact*
43 *states.*

44 *2. Venue is proper and judicial proceedings by or against*
45 *the Commission shall be brought solely and exclusively in a court*



1 of competent jurisdiction where the principal office of the
2 Commission is located. The Commission may waive venue and
3 jurisdictional defenses to the extent it adopts or consents to
4 participate in alternative dispute resolution proceedings.

5 3. Nothing in this Compact shall be construed to be a
6 waiver of sovereign immunity.

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

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

10 2. The delegate shall be a current member of the licensing
11 board, who is a physical therapist, physical therapist assistant,
12 public member, or the board administrator.

13 3. Any delegate may be removed or suspended from office
14 as provided by the law of the state from which the delegate is
15 appointed.

16 4. The member state board shall fill any vacancy occurring
17 in the Commission.

18 5. Each delegate shall be entitled to one (1) vote with
19 regard to the promulgation of rules and creation of bylaws and
20 shall otherwise have an opportunity to participate in the business
21 and affairs of the Commission.

22 6. A delegate shall vote in person or by such other means as
23 provided in the bylaws. The bylaws may provide for delegates'
24 participation in meetings by telephone or other means of
25 communication.

26 7. The Commission shall meet at least once during each
27 calendar year. Additional meetings shall be held as set forth in the
28 bylaws.

29 **C. The Commission shall have the following powers and
30 duties:**

31 1. Establish the fiscal year of the Commission;

32 2. Establish bylaws;

33 3. Maintain its financial records in accordance with the
34 bylaws;

35 4. Meet and take such actions as are consistent with the
36 provisions of this Compact and the bylaws;

37 5. Promulgate uniform rules to facilitate and coordinate
38 implementation and administration of this Compact. The rules
39 shall have the force and effect of law and shall be binding in all
40 member states;

41 6. Bring and prosecute legal proceedings or actions in the
42 name of the Commission, provided that the standing of any state
43 physical therapy licensing board to sue or be sued under
44 applicable law shall not be affected;

45 7. Purchase and maintain insurance and bonds;



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

3 9. Hire employees, elect or appoint officers, fix
4 compensation, define duties, grant such individuals appropriate
5 authority to carry out the purposes of the Compact, and to
6 establish the Commission's personnel policies and programs
7 relating to conflicts of interest, qualifications of personnel, and
8 other related personnel matters;

9 10. Accept any and all appropriate donations and grants of
10 money, equipment, supplies, materials and services, and to receive,
11 utilize and dispose of the same; provided that at all times the
12 Commission shall avoid any appearance of impropriety and/or
13 conflict of interest;

14 11. Lease, purchase, accept appropriate gifts or donations
15 of, or otherwise to own, hold, improve or use, any property, real,
16 personal or mixed; provided that at all times the Commission shall
17 avoid any appearance of impropriety;

18 12. Sell convey, mortgage, pledge, lease, exchange,
19 abandon, or otherwise dispose of any property real, personal, or
20 mixed;

21 13. Establish a budget and make expenditures;

22 14. Borrow money;

23 15. Appoint committees, including standing committees
24 composed of members, state regulators, state legislators or their
25 representatives, and consumer representatives, and such other
26 interested persons as may be designated in this Compact and the
27 bylaws;

28 16. Provide and receive information from, and cooperate
29 with, law enforcement agencies;

30 17. Establish and elect an Executive Board; and

31 18. Perform such other functions as may be necessary or
32 appropriate to achieve the purposes of this Compact consistent
33 with the state regulation of physical therapy licensure and
34 practice.

35 D. The Executive Board

36 The Executive Board shall have the power to act on behalf of
37 the Commission according to the terms of this Compact.

38 1. The Executive Board shall be composed of nine
39 members:

40 a. Seven voting members who are elected by the
41 Commission from the current membership of the Commission;

42 b. One ex-officio, nonvoting member from the
43 recognized national physical therapy professional association; and



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

4 2. *The ex-officio members will be selected by their*
5 *respective organizations.*

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

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

9 5. *The Executive Board shall have the following Duties and*
10 *responsibilities:*

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

15 b. *Ensure Compact administration services are*
16 *appropriately provided, contractual or otherwise;*

17 c. *Prepare and recommend the budget;*

18 d. *Maintain financial records on behalf of the*
19 *Commission;*

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

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

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

24 E. *Meetings of the Commission*

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

28 2. *The Commission or the Executive Board or other*
29 *committees of the Commission may convene in a closed, non-*
30 *public meeting if the Commission or Executive Board or other*
31 *committees of the Commission must discuss:*

32 a. *Non-compliance of a member state with its*
33 *obligations under the Compact;*

34 b. *The employment, compensation, discipline or other*
35 *matters, practices or procedures related to specific employees or*
36 *other matters related to the Commission's internal personnel*
37 *practices and procedures;*

38 c. *Current, threatened, or reasonably anticipated*
39 *litigation;*

40 d. *Negotiation of contracts for the purchase, lease, or*
41 *sale of goods, services, or real estate;*

42 e. *Accusing any person of a crime or formally censuring*
43 *any person;*

44 f. *Disclosure of trade secrets or commercial or financial*
45 *information that is privileged or confidential;*



1 g. Disclosure of information of a personal nature where
2 disclosure would constitute a clearly unwarranted invasion of
3 personal privacy;

4 h. Disclosure of investigative records compiled for law
5 enforcement purposes;

6 i. 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 j. Matters specifically exempted from disclosure by
11 federal or member state statute.

12 3. If a meeting, or portion of a meeting, is closed pursuant
13 to 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 4. The Commission shall keep minutes that fully and
17 clearly describe all matters discussed in a meeting and shall
18 provide a full and accurate summary of actions taken, and the
19 reasons therefore, including a description of the views expressed.
20 All documents considered in connection with an action shall be
21 identified in such minutes. All minutes and documents of a closed
22 meeting shall remain under seal, subject to release by a majority
23 vote of the Commission or order of a court of competent
24 jurisdiction.

25 F. Financing of the Commission

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

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

32 3. 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 shall 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 4. 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 5. *The Commission shall keep accurate accounts of all*
2 *receipts and disbursements. The receipts and disbursements of the*
3 *Commission shall be subject to the audit and accounting*
4 *procedures established under its bylaws. However, all receipts and*
5 *disbursements of funds handled by the Commission shall 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 G. *Qualified Immunity, Defense, and Indemnification*

10 1. *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 and/or liability for*
20 *any damage, loss, injury, or liability caused by the intentional or*
21 *willful or wanton misconduct of that person.*

22 2. *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 nothing*
30 *herein shall be construed to prohibit that person from retaining*
31 *his or her own counsel; and provided further, that the actual or*
32 *alleged act, error, or omission did not result from that person's*
33 *intentional or willful or wanton misconduct.*

34 3. *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 or willful or wanton misconduct of that*
44 *person.*



SECTION 8. DATA SYSTEM

1
2
3 A. The Commission shall provide for the development,
4 maintenance, and utilization of a coordinated database and
5 reporting system containing licensure, adverse action, and
6 investigative information on all licensed individuals in member
7 states.

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

- 12 1. Identifying information;
- 13 2. Licensure data;
- 14 3. Adverse actions against a license or compact privilege;
- 15 4. Non-confidential information related to alternative
16 program participation;
- 17 5. Any denial of application for licensure, and the reason(s)
18 for such denial; and
- 19 6. Other information that may facilitate the administration
20 of this Compact, as determined by the rules of the Commission.

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

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

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

31 F. Any information submitted to the data system that is
32 subsequently required to be expunged by the laws of the member
33 state contributing the information shall be removed from the data
34 system.

35
36 SECTION 9. RULEMAKING

37
38 A. The Commission shall exercise its rulemaking powers
39 pursuant to the criteria set forth in this Section and the rules
40 adopted thereunder. Rules and amendments shall become binding
41 as of the date specified in each rule or amendment.

42 B. If a majority of the legislatures of the member states
43 rejects a rule, by enactment of a statute or resolution in the same
44 manner used to adopt the Compact within 4 years of the date of



1 *adoption of the rule, then such rule shall have no further force*
2 *and effect in any member state.*

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

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

9 *1. On the website of the Commission or other publicly*
10 *accessible platform; and*

11 *2. On the website of each member state physical therapy*
12 *licensing board or other publicly accessible platform or the*
13 *publication in which each state would otherwise publish proposed*
14 *rules.*

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

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

18 *2. The text of the proposed rule or amendment and the*
19 *reason for the proposed rule;*

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

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

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

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

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

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

33 *or*

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

35 *H. If a hearing is held on the proposed rule or amendment,*
36 *the Commission shall publish the place, time, and date of the*
37 *scheduled public hearing. If the hearing is held via electronic*
38 *means, the Commission shall publish the mechanism for access to*
39 *the electronic hearing.*

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



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

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

6 4. *Nothing in this section shall be construed as requiring a*
7 *separate hearing on each rule. Rules may be grouped for the*
8 *convenience of the Commission at hearings required by this*
9 *section.*

10 I. *Following the scheduled hearing date, or by the close of*
11 *business on the scheduled hearing date if the hearing was not*
12 *held, the Commission shall consider all written and oral comments*
13 *received.*

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

17 K. *The Commission shall, by majority vote of all members,*
18 *take final action on the proposed rule and shall determine the*
19 *effective date of the rule, if any, based on the rulemaking record*
20 *and the full text of the rule.*

21 L. *Upon determination that an emergency exists, the*
22 *Commission may consider and adopt an emergency rule without*
23 *prior notice, opportunity for comment, or hearing, provided that*
24 *the usual rulemaking procedures provided in the Compact and in*
25 *this section shall be retroactively applied to the rule as soon as*
26 *reasonably possible, in no event later than ninety (90) days after*
27 *the effective date of the rule. For the purposes of this provision, an*
28 *emergency rule is one that must be adopted immediately in order*
29 *to:*

30 1. *Meet an imminent threat to public health, safety, or*
31 *welfare;*

32 2. *Prevent a loss of Commission or member state funds;*

33 3. *Meet a deadline for the promulgation of an*
34 *administrative rule that is established by federal law or rule; or*

35 4. *Protect public health and safety.*

36 M. *The Commission or an authorized committee of the*
37 *Commission may direct revisions to a previously adopted rule or*
38 *amendment for purposes of correcting typographical errors, errors*
39 *in format, errors in consistency, or grammatical errors. Public*
40 *notice of any revisions shall be posted on the website of the*
41 *Commission. The revision shall be subject to challenge by any*
42 *person for a period of thirty (30) days after posting. The revision*
43 *may be challenged only on grounds that the revision results in a*
44 *material change to a rule. A challenge shall be made in writing,*
45 *and delivered to the chair of the Commission prior to the end of*



1 *the notice period. If no challenge is made, the revision will take*
2 *effect without further action. If the revision is challenged, the*
3 *revision may not take effect without the approval of the*
4 *Commission.*

5
6 **SECTION 10. OVERSIGHT, DISPUTE RESOLUTION,**
7 **AND ENFORCEMENT**
8

9 **A. Oversight**

10 *1. The executive, legislative, and judicial branches of state*
11 *government in each member state shall enforce this Compact and*
12 *take all actions necessary and appropriate to effectuate the*
13 *Compact's purposes and intent. The provisions of this Compact*
14 *and the rules promulgated hereunder shall have standing as*
15 *statutory law.*

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

20 *3. The Commission shall be entitled to receive service of*
21 *process in any such proceeding, and shall have standing to*
22 *intervene in such a proceeding for all purposes. Failure to provide*
23 *service of process to the Commission shall render a judgment or*
24 *order void as to the Commission, this Compact, or promulgated*
25 *rules.*

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

27 *1. If the Commission determines that a member state has*
28 *defaulted in the performance of its obligations or responsibilities*
29 *under this Compact or the promulgated rules, the Commission*
30 *shall:*

31 *a. Provide written notice to the defaulting state and*
32 *other member states of the nature of the default, the proposed*
33 *means of curing the default and/or any other action to be taken by*
34 *the Commission; and*

35 *b. Provide remedial training and specific technical*
36 *assistance regarding the default.*

37 *2. If a state in default fails to cure the default, the*
38 *defaulting state may be terminated from the Compact upon an*
39 *affirmative vote of a majority of the member states, and all rights,*
40 *privileges and benefits conferred by this Compact may be*
41 *terminated on the effective date of termination. A cure of the*
42 *default does not relieve the offending state of obligations or*
43 *liabilities incurred during the period of default.*

44 *3. Termination of membership in the Compact shall be*
45 *imposed only after all other means of securing compliance have*



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

5 *4. A state that has been terminated is responsible for all*
6 *assessments, obligations, and liabilities incurred through the*
7 *effective date of termination, including obligations that extend*
8 *beyond the effective date of termination.*

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

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

18 *C. Dispute Resolution*

19 *1. Upon request by a member state, the Commission shall*
20 *attempt to resolve disputes related to the Compact that arise*
21 *among member states and between member and non-member*
22 *states.*

23 *2. The Commission shall promulgate a rule providing for*
24 *both mediation and binding dispute resolution for disputes as*
25 *appropriate.*

26 *D. Enforcement*

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

29 *2. By majority vote, the Commission may initiate legal*
30 *action in the United States District Court for the District of*
31 *Columbia or the federal district where the Commission has its*
32 *principal offices against a member state in default to enforce*
33 *compliance with the provisions of the Compact and its*
34 *promulgated rules and bylaws. The relief sought may include both*
35 *injunctive relief and damages. In the event judicial enforcement is*
36 *necessary, the prevailing member shall be awarded all costs of*
37 *such litigation, including reasonable attorney's fees.*

38 *3. The remedies herein shall not be the exclusive remedies*
39 *of the Commission. The Commission may pursue any other*
40 *remedies available under federal or state law.*



1 **SECTION 11. DATE OF IMPLEMENTATION OF**
2 **THE INTERSTATE COMMISSION FOR PHYSICAL**
3 **THERAPY PRACTICE AND ASSOCIATED RULES,**
4 **WITHDRAWAL, AND AMENDMENT**
5

6 A. *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, shall be*
9 *limited to the powers granted to the Commission relating to*
10 *assembly and the promulgation of rules. Thereafter, the*
11 *Commission shall meet and exercise rulemaking powers necessary*
12 *to the implementation and administration of the Compact.*

13 B. *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 C. *Any member state may withdraw from this Compact by*
20 *enacting a statute repealing the same.*

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

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

27 D. *Nothing contained in this Compact shall be construed to*
28 *invalidate or prevent any physical therapy licensure agreement or*
29 *other cooperative arrangement between a member state and a*
30 *non-member state that does not conflict with the provisions of this*
31 *Compact.*

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

36
37 **SECTION 12. CONSTRUCTION AND SEVERABILITY**
38

39 *This Compact shall be liberally construed so as to effectuate*
40 *the purposes thereof. The provisions of this Compact shall be*
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*



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

7 **Sec. 24.** NRS 640.075 is hereby amended to read as follows:

8 640.075 1. Except as otherwise provided in this section and
9 NRS 239.0115 **§** *and section 23 of this act*, a complaint filed with
10 the Board, all documents and other information filed with the
11 complaint and all documents and other information compiled as a
12 result of an investigation conducted to determine whether to initiate
13 disciplinary action against a person are confidential, unless the
14 person submits a written statement to the Board requesting that such
15 documents and information be made public records.

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

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

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

26 **Sec. 25.** NRS 640.110 is hereby amended to read as follows:

27 640.110 1. The Board shall license as a physical therapist or
28 physical therapist assistant each applicant who proves to the
29 satisfaction of the Board his or her qualifications for licensure.

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

32 (a) As a physical therapist, a license as a physical therapist. The
33 license authorizes the applicant to represent himself or herself as a
34 licensed physical therapist and to practice physical therapy in the
35 State of Nevada subject to the conditions and limitations of this
36 chapter.

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

42 3. Each physical therapist shall display his or her current
43 license *or proof that he or she is authorized to practice in this*
44 *State under the Physical Therapy Licensure Compact enacted by*



1 *section 23 of this act, as applicable*, in a location which is
2 accessible to the public.

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

5 5. A license as a physical therapist assistant remains valid
6 while a supervising physical therapist continues to supervise the
7 physical therapist assistant.

8 **Sec. 26.** Chapter 640A of NRS is hereby amended by adding
9 thereto a new section to read as follows:

10 *The Occupational Therapy Licensure Compact is hereby*
11 *ratified and entered into with all other jurisdictions legally joining*
12 *the Compact, in substantially the form set forth in this section:*

13 **OCCUPATIONAL THERAPY LICENSURE COMPACT**

14
15 **SECTION 1. PURPOSE**

16
17 *The purpose of this Compact is to facilitate interstate practice*
18 *of Occupational Therapy with the goal of improving public access*
19 *to Occupational Therapy services. The Practice of Occupational*
20 *Therapy occurs in the State where the patient/client is located at*
21 *the time of the patient/client encounter. The Compact preserves*
22 *the regulatory authority of States to protect public health and*
23 *safety through the current system of State licensure.*

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

25 *A. Increase public access to Occupational Therapy services*
26 *by providing for the mutual recognition of other Member State*
27 *licenses;*

28 *B. Enhance the States' ability to protect the public's health*
29 *and safety;*

30 *C. Encourage the cooperation of Member States in*
31 *regulating multi-State Occupational Therapy Practice;*

32 *D. Support spouses of relocating military members;*

33 *E. Enhance the exchange of licensure, investigative, and*
34 *disciplinary information between Member States;*

35 *F. Allow a Remote State to hold a provider of services with a*
36 *Compact Privilege in that State accountable to that State's*
37 *practice standards; and*

38 *G. Facilitate the use of Telehealth technology in order to*
39 *increase access to Occupational Therapy services.*

40
41 **SECTION 2. DEFINITIONS**

42
43 *As used in this Compact, and except as otherwise provided, the*
44 *following definitions shall apply:*



1 A. *“Active Duty Military” means full-time duty status in the*
2 *active uniformed service of the United States, including members*
3 *of the National Guard and Reserve on active duty orders pursuant*
4 *to 10 U.S.C. Chapter 1209 and 10 U.S.C. Chapter 1211.*

5 B. *“Adverse Action” means any administrative, civil,*
6 *equitable, or criminal action permitted by a State’s laws which is*
7 *imposed by a Licensing Board or other authority against an*
8 *Occupational Therapist or Occupational Therapy Assistant,*
9 *including actions against an individual’s license or Compact*
10 *Privilege such as censure, revocation, suspension, probation,*
11 *monitoring of the Licensee, or restriction on the Licensee’s*
12 *practice.*

13 C. *“Alternative Program” means a non-disciplinary*
14 *monitoring process approved by an Occupational Therapy*
15 *Licensing Board.*

16 D. *“Compact Privilege” means the authorization, which is*
17 *equivalent to a license, granted by a Remote State to allow a*
18 *Licensee from another Member State to practice as an*
19 *Occupational Therapist or practice as an Occupational Therapy*
20 *Assistant in the Remote State under its laws and rules. The*
21 *Practice of Occupational Therapy occurs in the Member State*
22 *where the patient/client is located at the time of the patient/client*
23 *encounter.*

24 E. *“Continuing Competence/Education” means a*
25 *requirement, as a condition of license renewal, to provide evidence*
26 *of participation in, and/or completion of, educational and*
27 *professional activities relevant to practice or area of work.*

28 F. *“Current Significant Investigative Information” means*
29 *Investigative Information that a Licensing Board, after an inquiry*
30 *or investigation that includes notification and an opportunity for*
31 *the Occupational Therapist or Occupational Therapy Assistant to*
32 *respond, if required by State law, has reason to believe is not*
33 *groundless and, if proved true, would indicate more than a minor*
34 *infraction.*

35 G. *“Data System” means a repository of information about*
36 *Licensees, including but not limited to license status, Investigative*
37 *Information, Compact Privileges, and Adverse Actions.*

38 H. *“Encumbered License” means a license in which an*
39 *Adverse Action restricts the Practice of Occupational Therapy by*
40 *the Licensee or said Adverse Action has been reported to the*
41 *National Practitioner Data Bank (NPDB).*

42 I. *“Executive Committee” means a group of directors elected*
43 *or appointed to act on behalf of, and within the powers granted to*
44 *them by, the Commission.*



1 J. “Home State” means the Member State that is the
2 Licensee’s Primary State of Residence.

3 K. “Impaired Practitioner” means individuals whose
4 professional practice is adversely affected by substance abuse,
5 addiction, or other health-related conditions.

6 L. “Investigative Information” means information, records,
7 and/or documents received or generated by an Occupational
8 Therapy Licensing Board pursuant to an investigation.

9 M. “Jurisprudence Requirement” means the assessment of
10 an individual’s knowledge of the laws and rules governing the
11 Practice of Occupational Therapy in a State.

12 N. “Licensee” means an individual who currently holds an
13 authorization from the State to practice as an Occupational
14 Therapist or as an Occupational Therapy Assistant.

15 O. “Member State” means a State that has enacted the
16 Compact.

17 P. “Occupational Therapist” means an individual who is
18 licensed by a State to practice Occupational Therapy.

19 Q. “Occupational Therapy Assistant” means an individual
20 who is licensed by a State to assist in the Practice of Occupational
21 Therapy.

22 R. “Occupational Therapy,” “Occupational Therapy
23 Practice,” and the “Practice of Occupational Therapy” mean the
24 care and services provided by an Occupational Therapist or an
25 Occupational Therapy Assistant as set forth in the Member State’s
26 statutes and regulations.

27 S. “Occupational Therapy Compact Commission” or
28 “Commission” means the national administrative body whose
29 membership consists of all States that have enacted the Compact.

30 T. “Occupational Therapy Licensing Board” or “Licensing
31 Board” means the agency of a State that is authorized to license
32 and regulate Occupational Therapists and Occupational Therapy
33 Assistants.

34 U. “Primary State of Residence” means the state (also known
35 as the Home State) in which an Occupational Therapist or
36 Occupational Therapy Assistant who is not Active Duty Military
37 declares a primary residence for legal purposes as verified by:
38 driver’s license, federal income tax return, lease, deed, mortgage
39 or voter registration or other verifying documentation as further
40 defined by Commission Rules.

41 V. “Remote State” means a Member State other than the
42 Home State, where a Licensee is exercising or seeking to exercise
43 the Compact Privilege.

44 W. “Rule” means a regulation promulgated by the
45 Commission that has the force of law.



1 X. "State" means any state, commonwealth, district, or
2 territory of the United States of America that regulates the
3 Practice of Occupational Therapy.

4 Y. "Single-State License" means an Occupational Therapist
5 or Occupational Therapy Assistant license issued by a Member
6 State that authorizes practice only within the issuing State and
7 does not include a Compact Privilege in any other Member State.

8 Z. "Telehealth" means the application of telecommunication
9 technology to deliver Occupational Therapy services for
10 assessment, intervention and/or consultation.

11
12 **SECTION 3. STATE PARTICIPATION IN THE COMPACT**

13
14 A. To participate in the Compact, a Member State shall:

15 1. License Occupational Therapists and Occupational
16 Therapy Assistants;

17 2. Participate fully in the Commission's Data System,
18 including but not limited to using the Commission's unique
19 identifier as defined in Rules of the Commission;

20 3. Have a mechanism in place for receiving and
21 investigating complaints about Licensees;

22 4. Notify the Commission, in compliance with the terms of
23 the Compact and Rules, of any Adverse Action or the availability
24 of Investigative Information regarding a Licensee;

25 5. Implement or utilize procedures for considering the
26 criminal history records of applicants for an initial Compact
27 Privilege. These procedures shall include the submission of
28 fingerprints or other biometric-based information by applicants
29 for the purpose of obtaining an applicant's criminal history record
30 information from the Federal Bureau of Investigation and the
31 agency responsible for retaining that State's criminal records;

32 a. A Member State shall, within a time frame established
33 by the Commission, require a criminal background check for a
34 Licensee seeking/applying for a Compact Privilege whose Primary
35 State of Residence is that Member State, by receiving the results of
36 the Federal Bureau of Investigation criminal record search, and
37 shall use the results in making licensure decisions.

38 b. Communication between a Member State, the
39 Commission and among Member States regarding the verification
40 of eligibility for licensure through the Compact shall not include
41 any information received from the Federal Bureau of
42 Investigation relating to a federal criminal records check
43 performed by a Member State under Public Law 92-544.

44 6. Comply with the Rules of the Commission;



1 7. Utilize only a recognized national examination as a
2 requirement for licensure pursuant to the Rules of the
3 Commission; and

4 8. Have Continuing Competence/Education requirements
5 as a condition for license renewal.

6 B. A Member State shall grant the Compact Privilege to a
7 Licensee holding a valid unencumbered license in another
8 Member State in accordance with the terms of the Compact and
9 Rules.

10 C. Member States may charge a fee for granting a Compact
11 Privilege.

12 D. A Member State shall provide for the State's delegate to
13 attend all Occupational Therapy Compact Commission meetings.

14 E. Individuals not residing in a Member State shall continue
15 to be able to apply for a Member State's Single-State License as
16 provided under the laws of each Member State. However, the
17 Single-State License granted to these individuals shall not be
18 recognized as granting the Compact Privilege in any other
19 Member State.

20 F. Nothing in this Compact shall affect the requirements
21 established by a Member State for the issuance of a Single-State
22 License.

23
24 SECTION 4. COMPACT PRIVILEGE

25
26 A. To exercise the Compact Privilege under the terms and
27 provisions of the Compact, the Licensee shall:

28 1. Hold a license in the Home State;

29 2. Have a valid United States Social Security Number or
30 National Practitioner Identification number;

31 3. Have no encumbrance on any State license;

32 4. Be eligible for a Compact Privilege in any Member State
33 in accordance with Section 4D, F, G, and H;

34 5. Have paid all fines and completed all requirements
35 resulting from any Adverse Action against any license or Compact
36 Privilege, and two years have elapsed from the date of such
37 completion;

38 6. Notify the Commission that the Licensee is seeking the
39 Compact Privilege within a Remote State(s);

40 7. Pay any applicable fees, including any State fee, for the
41 Compact Privilege;

42 8. Complete a criminal background check in accordance
43 with Section 3A(5);



1 a. *The Licensee shall be responsible for the payment of*
2 *any fee associated with the completion of a criminal background*
3 *check.*

4 9. *Meet any Jurisprudence Requirements established by the*
5 *Remote State(s) in which the Licensee is seeking a Compact*
6 *Privilege; and*

7 10. *Report to the Commission Adverse Action taken by any*
8 *non-Member State within 30 days from the date the Adverse*
9 *Action is taken.*

10 B. *The Compact Privilege is valid until the expiration date of*
11 *the Home State license. The Licensee must comply with the*
12 *requirements of Section 4A to maintain the Compact Privilege in*
13 *the Remote State.*

14 C. *A Licensee providing Occupational Therapy in a Remote*
15 *State under the Compact Privilege shall function within the laws*
16 *and regulations of the Remote State.*

17 D. *Occupational Therapy Assistants practicing in a Remote*
18 *State shall be supervised by an Occupational Therapist licensed or*
19 *holding a Compact Privilege in that Remote State.*

20 E. *A Licensee providing Occupational Therapy in a Remote*
21 *State is subject to that State's regulatory authority. A Remote State*
22 *may, in accordance with due process and that State's laws, remove*
23 *a Licensee's Compact Privilege in the Remote State for a specific*
24 *period of time, impose fines, and/or take any other necessary*
25 *actions to protect the health and safety of its citizens. The Licensee*
26 *may be ineligible for a Compact Privilege in any State until the*
27 *specific time for removal has passed and all fines are paid.*

28 F. *If a Home State license is encumbered, the Licensee shall*
29 *lose the Compact Privilege in any Remote State until the following*
30 *occur:*

31 1. *The Home State license is no longer encumbered; and*

32 2. *Two years have elapsed from the date on which the*
33 *Home State license is no longer encumbered in accordance with*
34 *Section 4(F)(I).*

35 G. *Once an Encumbered License in the Home State is*
36 *restored to good standing, the Licensee must meet the*
37 *requirements of Section 4A to obtain a Compact Privilege in any*
38 *Remote State.*

39 H. *If a Licensee's Compact Privilege in any Remote State is*
40 *removed, the individual may lose the Compact Privilege in any*
41 *other Remote State until the following occur:*

42 1. *The specific period of time for which the Compact*
43 *Privilege was removed has ended;*

44 2. *All fines have been paid and all conditions have been*
45 *met;*



1 3. Two years have elapsed from the date of completing
2 requirements for 4(H)(1) and (2); and

3 4. The Compact Privileges are reinstated by the
4 Commission, and the compact Data System is updated to reflect
5 reinstatement.

6 I. If a Licensee's Compact Privilege in any Remote State is
7 removed due to an erroneous charge, privileges shall be restored
8 through the compact Data System.

9 J. Once the requirements of Section 4H have been met, the
10 Licensee must meet the requirements in Section 4A to obtain a
11 Compact Privilege in a Remote State.

12
13 **SECTION 5. OBTAINING A NEW HOME STATE LICENSE**
14 **BY VIRTUE OF COMPACT PRIVILEGE**

15
16 A. An Occupational Therapist or Occupational Therapy
17 Assistant may hold a Home State license, which allows for
18 Compact Privileges in Member States, in only one Member State
19 at a time.

20 B. If an Occupational Therapist or Occupational Therapy
21 Assistant changes Primary State of Residence by moving between
22 two Member States:

23 1. The Occupational Therapist or Occupational Therapy
24 Assistant shall file an application for obtaining a new Home State
25 license by virtue of a Compact Privilege, pay all applicable fees,
26 and notify the current and new Home State in accordance with
27 applicable Rules adopted by the Commission.

28 2. Upon receipt of an application for obtaining a new Home
29 State license by virtue of compact privilege, the new Home State
30 shall verify that the Occupational Therapist or Occupational
31 Therapy Assistant meets the pertinent criteria outlined in Section
32 4 via the Data System, without need for primary source
33 verification except for:

34 a. an FBI fingerprint based criminal background check
35 if not previously performed or updated pursuant to applicable
36 Rules adopted by the Commission in accordance with Public
37 Law 92-544;

38 b. other criminal background check as required by the
39 new Home State; and

40 c. submission of any requisite Jurisprudence
41 Requirements of the new Home State.

42 3. The former Home State shall convert the former Home
43 State license into a Compact Privilege once the new Home State
44 has activated the new Home State license in accordance with
45 applicable Rules adopted by the Commission.



1 4. Notwithstanding any other provision of this Compact, if
2 *the Occupational Therapist or Occupational Therapy Assistant*
3 *cannot meet the criteria in Section 4, the new Home State shall*
4 *apply its requirements for issuing a new Single-State License.*

5 5. *The Occupational Therapist or the Occupational*
6 *Therapy Assistant shall pay all applicable fees to the new Home*
7 *State in order to be issued a new Home State license.*

8 C. *If an Occupational Therapist or Occupational Therapy*
9 *Assistant changes Primary State of Residence by moving from a*
10 *Member State to a non-Member State, or from a non-Member*
11 *State to a Member State, the State criteria shall apply for issuance*
12 *of a Single-State License in the new State.*

13 D. *Nothing in this compact shall interfere with a Licensee's*
14 *ability to hold a Single-State License in multiple States; however,*
15 *for the purposes of this compact, a Licensee shall have only one*
16 *Home State license.*

17 E. *Nothing in this Compact shall affect the requirements*
18 *established by a Member State for the issuance of a Single-State*
19 *License.*

20
21 **SECTION 6. ACTIVE DUTY MILITARY**
22 **PERSONNEL OR THEIR SPOUSES**

23
24 A. *Active Duty Military personnel, or their spouses, shall*
25 *designate a Home State where the individual has a current license*
26 *in good standing. The individual may retain the Home State*
27 *designation during the period the service member is on active*
28 *duty. Subsequent to designating a Home State, the individual shall*
29 *only change their Home State through application for licensure in*
30 *the new State or through the process described in Section 5.*

31
32 **SECTION 7. ADVERSE ACTIONS**

33
34 A. *A Home State shall have exclusive power to impose*
35 *Adverse Action against an Occupational Therapist's or*
36 *Occupational Therapy Assistant's license issued by the Home*
37 *State.*

38 B. *In addition to the other powers conferred by State law, a*
39 *Remote State shall have the authority, in accordance with existing*
40 *State due process law, to:*

41 1. *Take Adverse Action against an Occupational*
42 *Therapist's or Occupational Therapy Assistant's Compact*
43 *Privilege within that Member State.*

44 2. *Issue subpoenas for both hearings and investigations*
45 *that require the attendance and testimony of witnesses as well as*



1 *the production of evidence. Subpoenas issued by a Licensing*
2 *Board in a Member State for the attendance and testimony of*
3 *witnesses or the production of evidence from another Member*
4 *State shall be enforced in the latter State by any court of*
5 *competent jurisdiction, according to the practice and procedure of*
6 *that court applicable to subpoenas issued in proceedings pending*
7 *before it. The issuing authority shall pay any witness fees, travel*
8 *expenses, mileage and other fees required by the service statutes of*
9 *the State in which the witnesses or evidence are located.*

10 *C. For purposes of taking Adverse Action, the Home State*
11 *shall give the same priority and effect to reported conduct received*
12 *from a Member State as it would if the conduct had occurred*
13 *within the Home State. In so doing, the Home State shall apply its*
14 *own State laws to determine appropriate action.*

15 *D. The Home State shall complete any pending investigations*
16 *of an Occupational Therapist or Occupational Therapy Assistant*
17 *who changes Primary State of Residence during the course of the*
18 *investigations. The Home State, where the investigations were*
19 *initiated, shall also have the authority to take appropriate action(s)*
20 *and shall promptly report the conclusions of the investigations to*
21 *the OT Compact Commission Data System. The Occupational*
22 *Therapy Compact Commission Data System administrator shall*
23 *promptly notify the new Home State of any Adverse Actions.*

24 *E. A Member State, if otherwise permitted by State law, may*
25 *recover from the affected Occupational Therapist or Occupational*
26 *Therapy Assistant the costs of investigations and disposition of*
27 *cases resulting from any Adverse Action taken against that*
28 *Occupational Therapist or Occupational Therapy Assistant.*

29 *F. A Member State may take Adverse Action based on the*
30 *factual findings of the Remote State, provided that the Member*
31 *State follows its own procedures for taking the Adverse Action.*

32 *G. Joint Investigations*

33 *1. In addition to the authority granted to a Member State by*
34 *its respective State Occupational Therapy laws and regulations or*
35 *other applicable State law, any Member State may participate with*
36 *other Member States in joint investigations of Licensees.*

37 *2. Member States shall share any investigative, litigation, or*
38 *compliance materials in furtherance of any joint or individual*
39 *investigation initiated under the Compact.*

40 *H. If an Adverse Action is taken by the Home State against*
41 *an Occupational Therapist's or Occupational Therapy Assistant's*
42 *license, the Occupational Therapist's or Occupational Therapy*
43 *Assistant's Compact Privilege in all other Member States shall be*
44 *deactivated until all encumbrances have been removed from the*
45 *State license. All Home State disciplinary orders that impose*



1 *Adverse Action against an Occupational Therapist's or*
2 *Occupational Therapy Assistant's license shall include a*
3 *Statement that the Occupational Therapist's or Occupational*
4 *Therapy Assistant's Compact Privilege is deactivated in all*
5 *Member States during the pendency of the order.*

6 *I. If a Member State takes Adverse Action, it shall promptly*
7 *notify the administrator of the Data System. The administrator of*
8 *the Data System shall promptly notify the Home State of any*
9 *Adverse Actions by Remote States.*

10 *J. Nothing in this Compact shall override a Member State's*
11 *decision that participation in an Alternative Program may be used*
12 *in lieu of Adverse Action.*

13
14 **SECTION 8. ESTABLISHMENT OF THE OCCUPATIONAL**
15 **THERAPY COMPACT COMMISSION**
16

17 *A. The Compact Member States hereby create and establish a*
18 *joint public agency known as the Occupational Therapy Compact*
19 *Commission:*

20 *1. The Commission is an instrumentality of the Compact*
21 *States.*

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

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

30 *B. Membership, Voting, and Meetings*

31 *1. Each Member State shall have and be limited to one (1)*
32 *delegate selected by that Member State's Licensing Board.*

33 *2. The delegate shall be either:*

34 *a. A current member of the Licensing Board, who is an*
35 *Occupational Therapist, Occupational Therapy Assistant, or*
36 *public member; or*

37 *b. An administrator of the Licensing Board.*

38 *3. Any delegate may be removed or suspended from office*
39 *as provided by the law of the State from which the delegate is*
40 *appointed.*

41 *4. The Member State board shall fill any vacancy occurring*
42 *in the Commission within 90 days.*

43 *5. Each delegate shall be entitled to one (1) vote with*
44 *regard to the promulgation of Rules and creation of bylaws and*
45 *shall otherwise have an opportunity to participate in the business*



1 *and affairs of the Commission. A delegate shall vote in person or*
2 *by such other means as provided in the bylaws. The bylaws may*
3 *provide for delegates' participation in meetings by telephone or*
4 *other means of communication.*

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

8 *7. The Commission shall establish by Rule a term of office*
9 *for delegates.*

10 *C. The Commission shall have the following powers and*
11 *duties:*

12 *1. Establish a Code of Ethics for the Commission;*

13 *2. Establish the fiscal year of the Commission;*

14 *3. Establish bylaws;*

15 *4. Maintain its financial records in accordance with the*
16 *bylaws;*

17 *5. Meet and take such actions as are consistent with the*
18 *provisions of this Compact and the bylaws;*

19 *6. Promulgate uniform Rules to facilitate and coordinate*
20 *implementation and administration of this Compact. The Rules*
21 *shall have the force and effect of law and shall be binding in all*
22 *Member States;*

23 *7. Bring and prosecute legal proceedings or actions in the*
24 *name of the Commission, provided that the standing of any State*
25 *Occupational Therapy Licensing Board to sue or be sued under*
26 *applicable law shall not be affected;*

27 *8. Purchase and maintain insurance and bonds;*

28 *9. Borrow, accept, or contract for services of personnel,*
29 *including, but not limited to, employees of a Member State;*

30 *10. Hire employees, elect or appoint officers, fix*
31 *compensation, define duties, grant such individuals appropriate*
32 *authority to carry out the purposes of the Compact, and establish*
33 *the Commission's personnel policies and programs relating to*
34 *conflicts of interest, qualifications of personnel, and other related*
35 *personnel matters;*

36 *11. Accept any and all appropriate donations and grants of*
37 *money, equipment, supplies, materials and services, and receive,*
38 *utilize and dispose of the same; provided that at all times the*
39 *Commission shall avoid any appearance of impropriety and/or*
40 *conflict of interest;*

41 *12. Lease, purchase, accept appropriate gifts or donations*
42 *of, or otherwise own, hold, improve or use, any property, real,*
43 *personal or mixed; provided that at all times the Commission shall*
44 *avoid any appearance of impropriety;*



1 13. Sell, convey, mortgage, pledge, lease, exchange,
2 abandon, or otherwise dispose of any property real, personal, or
3 mixed;

4 14. Establish a budget and make expenditures;

5 15. Borrow money;

6 16. Appoint committees, including standing committees
7 composed of members, State regulators, State legislators or their
8 representatives, and consumer representatives, and such other
9 interested persons as may be designated in this Compact and the
10 bylaws;

11 17. Provide and receive information from, and cooperate
12 with, law enforcement agencies;

13 18. Establish and elect an Executive Committee; and

14 19. Perform such other functions as may be necessary or
15 appropriate to achieve the purposes of this Compact consistent
16 with the State regulation of Occupational Therapy licensure and
17 practice.

18 D. The Executive Committee

19 The Executive Committee shall have the power to act on behalf
20 of the Commission according to the terms of this Compact.

21 1. The Executive Committee shall be composed of nine
22 members:

23 a. Seven voting members who are elected by the
24 Commission from the current membership of the Commission;

25 b. One ex-officio, nonvoting member from a recognized
26 national Occupational Therapy professional association; and

27 c. One ex-officio, nonvoting member from a recognized
28 national Occupational Therapy certification organization.

29 2. The ex-officio members will be selected by their
30 respective organizations.

31 3. The Commission may remove any member of the
32 Executive Committee as provided in bylaws.

33 4. The Executive Committee shall meet at least annually.

34 5. The Executive Committee shall have the following Duties
35 and responsibilities:

36 a. Recommend to the entire Commission changes to the
37 Rules or bylaws, changes to this Compact legislation, fees paid by
38 Compact Member States such as annual dues, and any
39 Commission Compact fee charged to Licensees for the Compact
40 Privilege;

41 b. Ensure Compact administration services are
42 appropriately provided, contractual or otherwise;

43 c. Prepare and recommend the budget;

44 d. Maintain financial records on behalf of the
45 Commission;



1 *e. Monitor Compact compliance of Member States and*
2 *provide compliance reports to the Commission;*

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

4 *g. Perform other duties as provided in Rules or bylaws.*

5 *E. Meetings of the Commission*

6 *1. All meetings shall be open to the public, and public*
7 *notice of meetings shall be given in the same manner as required*
8 *under the Rulemaking provisions in Section 10.*

9 *2. The Commission or the Executive Committee or other*
10 *committees of the Commission may convene in a closed, non-*
11 *public meeting if the Commission or Executive Committee or*
12 *other committees of the Commission must discuss:*

13 *a. Non-compliance of a Member State with its*
14 *obligations under the Compact;*

15 *b. The employment, compensation, discipline or other*
16 *matters, practices or procedures related to specific employees or*
17 *other matters related to the Commission's internal personnel*
18 *practices and procedures;*

19 *c. Current, threatened, or reasonably anticipated*
20 *litigation;*

21 *d. Negotiation of contracts for the purchase, lease, or*
22 *sale of goods, services, or real estate;*

23 *e. Accusing any person of a crime or formally censuring*
24 *any person;*

25 *f. Disclosure of trade secrets or commercial or financial*
26 *information that is privileged or confidential;*

27 *g. Disclosure of information of a personal nature where*
28 *disclosure would constitute a clearly unwarranted invasion of*
29 *personal privacy;*

30 *h. Disclosure of investigative records compiled for law*
31 *enforcement purposes;*

32 *i. Disclosure of information related to any investigative*
33 *reports prepared by or on behalf of or for use of the Commission*
34 *or other committee charged with responsibility of investigation or*
35 *determination of compliance issues pursuant to the Compact; or*

36 *j. Matters specifically exempted from disclosure by*
37 *federal or Member State statute.*

38 *3. If a meeting, or portion of a meeting, is closed pursuant*
39 *to this provision, the Commission's legal counsel or designee shall*
40 *certify that the meeting may be closed and shall reference each*
41 *relevant exempting provision.*

42 *4. The Commission shall keep minutes that fully and*
43 *clearly describe all matters discussed in a meeting and shall*
44 *provide a full and accurate summary of actions taken, and the*
45 *reasons therefore, including a description of the views expressed.*



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

6 *F. Financing of the Commission*

7 *1. The Commission shall pay, or provide for the payment*
8 *of, the reasonable expenses of its establishment, organization, and*
9 *ongoing activities.*

10 *2. The Commission may accept any and all appropriate*
11 *revenue sources, donations, and grants of money, equipment,*
12 *supplies, materials, and services.*

13 *3. The Commission may levy on and collect an annual*
14 *assessment from each Member State or impose fees on other*
15 *parties to cover the cost of the operations and activities of the*
16 *Commission and its staff, which must be in a total amount*
17 *sufficient to cover its annual budget as approved by the*
18 *Commission each year for which revenue is not provided by other*
19 *sources. The aggregate annual assessment amount shall be*
20 *allocated based upon a formula to be determined by the*
21 *Commission, which shall promulgate a Rule binding upon all*
22 *Member States.*

23 *4. The Commission shall not incur obligations of any kind*
24 *prior to securing the funds adequate to meet the same; nor shall*
25 *the Commission pledge the credit of any of the Member States,*
26 *except by and with the authority of the Member State.*

27 *5. The Commission shall keep accurate accounts of all*
28 *receipts and disbursements. The receipts and disbursements of the*
29 *Commission shall be subject to the audit and accounting*
30 *procedures established under its bylaws. However, all receipts and*
31 *disbursements of funds handled by the Commission shall be*
32 *audited yearly by a certified or licensed public accountant, and the*
33 *report of the audit shall be included in and become part of the*
34 *annual report of the Commission.*

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

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



1 *any damage, loss, injury, or liability caused by the intentional or*
2 *willful or wanton misconduct of that person.*

3 *2. The Commission shall defend any member, officer,*
4 *executive director, employee, or representative of the Commission*
5 *in any civil action seeking to impose liability arising out of any*
6 *actual or alleged act, error, or omission that occurred within the*
7 *scope of Commission employment, duties, or responsibilities, or*
8 *that the person against whom the claim is made had a reasonable*
9 *basis for believing occurred within the scope of Commission*
10 *employment, duties, or responsibilities; provided that nothing*
11 *herein shall be construed to prohibit that person from retaining*
12 *his or her own counsel; and provided further, that the actual or*
13 *alleged act, error, or omission did not result from that person's*
14 *intentional or willful or wanton misconduct.*

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

26
27 **SECTION 9. DATA SYSTEM**
28

29 *A. The Commission shall provide for the development,*
30 *maintenance, and utilization of a coordinated database and*
31 *reporting system containing licensure, Adverse Action, and*
32 *Investigative Information on all licensed individuals in Member*
33 *States.*

34 *B. A Member State shall submit a uniform data set to the*
35 *Data System on all individuals to whom this Compact is applicable*
36 *(utilizing a unique identifier) as required by the Rules of the*
37 *Commission, including:*

- 38 *1. Identifying information;*
39 *2. Licensure data;*
40 *3. Adverse Actions against a license or Compact Privilege;*
41 *4. Non-confidential information related to Alternative*
42 *Program participation;*
43 *5. Any denial of application for licensure, and the reason(s)*
44 *for such denial;*



1 6. *Other information that may facilitate the administration*
2 *of this Compact, as determined by the Rules of the Commission;*
3 *and*

4 7. *Current Significant Investigative Information.*

5 C. *Current Significant Investigative Information and other*
6 *Investigative Information pertaining to a Licensee in any Member*
7 *State will only be available to other Member States.*

8 D. *The Commission shall promptly notify all Member States*
9 *of any Adverse Action taken against a Licensee or an individual*
10 *applying for a license. Adverse Action information pertaining to a*
11 *Licensee in any Member State will be available to any other*
12 *Member State.*

13 E. *Member States contributing information to the Data*
14 *System may designate information that may not be shared with the*
15 *public without the express permission of the contributing State.*

16 F. *Any information submitted to the Data System that is*
17 *subsequently required to be expunged by the laws of the Member*
18 *State contributing the information shall be removed from the Data*
19 *System.*

20
21 **SECTION 10. RULEMAKING**
22

23 A. *The Commission shall exercise its Rulemaking powers*
24 *pursuant to the criteria set forth in this Section and the Rules*
25 *adopted thereunder. Rules and amendments shall become binding*
26 *as of the date specified in each Rule or amendment.*

27 B. *The Commission shall promulgate reasonable rules in*
28 *order to effectively and efficiently achieve the purposes of the*
29 *Compact. Notwithstanding the foregoing, in the event the*
30 *Commission exercises its rulemaking authority in a manner that is*
31 *beyond the scope of the purposes of the Compact, or the powers*
32 *granted hereunder, then such an action by the Commission shall*
33 *be invalid and have no force and effect.*

34 C. *If a majority of the legislatures of the Member States*
35 *rejects a Rule, by enactment of a statute or resolution in the same*
36 *manner used to adopt the Compact within 4 years of the date of*
37 *adoption of the Rule, then such Rule shall have no further force*
38 *and effect in any Member State.*

39 D. *Rules or amendments to the Rules shall be adopted at a*
40 *regular or special meeting of the Commission.*

41 E. *Prior to promulgation and adoption of a final Rule or*
42 *Rules by the Commission, and at least thirty (30) days in advance*
43 *of the meeting at which the Rule will be considered and voted*
44 *upon, the Commission shall file a Notice of Proposed*
45 *Rulemaking:*



1 1. On the website of the Commission or other publicly
2 accessible platform; and

3 2. On the website of each Member State Occupational
4 Therapy Licensing Board or other publicly accessible platform or
5 the publication in which each State would otherwise publish
6 proposed Rules.

7 F. The Notice of Proposed Rulemaking shall include:

8 1. The proposed time, date, and location of the meeting in
9 which the Rule will be considered and voted upon;

10 2. The text of the proposed Rule or amendment and the
11 reason for the proposed Rule;

12 3. A request for comments on the proposed Rule from any
13 interested person; and

14 4. The manner in which interested persons may submit
15 notice to the Commission of their intention to attend the public
16 hearing and any written comments.

17 G. Prior to adoption of a proposed Rule, the Commission
18 shall allow persons to submit written data, facts, opinions, and
19 arguments, which shall be made available to the public.

20 H. The Commission shall grant an opportunity for a public
21 hearing before it adopts a Rule or amendment if a hearing is
22 requested by:

23 1. At least twenty five (25) persons;

24 2. A State or federal governmental subdivision or agency;

25 or

26 3. An association or organization having at least twenty five
27 (25) members.

28 I. If a hearing is held on the proposed Rule or amendment,
29 the Commission shall publish the place, time, and date of the
30 scheduled public hearing. If the hearing is held via electronic
31 means, the Commission shall publish the mechanism for access to
32 the electronic hearing.

33 1. All persons wishing to be heard at the hearing shall
34 notify the executive director of the Commission or other
35 designated member in writing of their desire to appear and testify
36 at the hearing not less than five (5) business days before the
37 scheduled date of the hearing.

38 2. Hearings shall be conducted in a manner providing each
39 person who wishes to comment a fair and reasonable opportunity
40 to comment orally or in writing.

41 3. All hearings will be recorded. A copy of the recording
42 will be made available on request.

43 4. Nothing in this section shall be construed as requiring a
44 separate hearing on each Rule. Rules may be grouped for the



1 *convenience of the Commission at hearings required by this*
2 *section.*

3 *J. Following the scheduled hearing date, or by the close of*
4 *business on the scheduled hearing date if the hearing was not*
5 *held, the Commission shall consider all written and oral comments*
6 *received.*

7 *K. If no written notice of intent to attend the public hearing*
8 *by interested parties is received, the Commission may proceed with*
9 *promulgation of the proposed Rule without a public hearing.*

10 *L. The Commission shall, by majority vote of all members,*
11 *take final action on the proposed Rule and shall determine the*
12 *effective date of the Rule, if any, based on the Rulemaking record*
13 *and the full text of the Rule.*

14 *M. Upon determination that an emergency exists, the*
15 *Commission may consider and adopt an emergency Rule without*
16 *prior notice, opportunity for comment, or hearing, provided that*
17 *the usual Rulemaking procedures provided in the Compact and in*
18 *this section shall be retroactively applied to the Rule as soon as*
19 *reasonably possible, in no event later than ninety (90) days after*
20 *the effective date of the Rule. For the purposes of this provision,*
21 *an emergency Rule is one that must be adopted immediately in*
22 *order to:*

23 *1. Meet an imminent threat to public health, safety, or*
24 *welfare;*

25 *2. Prevent a loss of Commission or Member State funds;*

26 *3. Meet a deadline for the promulgation of an*
27 *administrative Rule that is established by federal law or Rule; or*

28 *4. Protect public health and safety.*

29 *N. The Commission or an authorized committee of the*
30 *Commission may direct revisions to a previously adopted Rule or*
31 *amendment for purposes of correcting typographical errors, errors*
32 *in format, errors in consistency, or grammatical errors. Public*
33 *notice of any revisions shall be posted on the website of the*
34 *Commission. The revision shall be subject to challenge by any*
35 *person for a period of thirty (30) days after posting. The revision*
36 *may be challenged only on grounds that the revision results in a*
37 *material change to a Rule. A challenge shall be made in writing*
38 *and delivered to the chair of the Commission prior to the end of*
39 *the notice period. If no challenge is made, the revision will take*
40 *effect without further action. If the revision is challenged, the*
41 *revision may not take effect without the approval of the*
42 *Commission.*



1 **SECTION 11. OVERSIGHT, DISPUTE RESOLUTION,**
2 **AND ENFORCEMENT**

3
4 **A. Oversight**

5 1. *The executive, legislative, and judicial branches of State*
6 *government in each Member State shall enforce this Compact and*
7 *take all actions necessary and appropriate to effectuate the*
8 *Compact's purposes and intent. The provisions of this Compact*
9 *and the Rules promulgated hereunder shall have standing as*
10 *statutory law.*

11 2. *All courts shall take judicial notice of the Compact and*
12 *the Rules in any judicial or administrative proceeding in a*
13 *Member State pertaining to the subject matter of this Compact*
14 *which may affect the powers, responsibilities, or actions of the*
15 *Commission.*

16 3. *The Commission shall be entitled to receive service of*
17 *process in any such proceeding, and shall have standing to*
18 *intervene in such a proceeding for all purposes. Failure to provide*
19 *service of process to the Commission shall render a judgment or*
20 *order void as to the Commission, this Compact, or promulgated*
21 *Rules.*

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

23 1. *If the Commission determines that a Member State has*
24 *defaulted in the performance of its obligations or responsibilities*
25 *under this Compact or the promulgated Rules, the Commission*
26 *shall:*

27 a. *Provide written notice to the defaulting State and*
28 *other Member States of the nature of the default, the proposed*
29 *means of curing the default and/or any other action to be taken by*
30 *the Commission; and*

31 b. *Provide remedial training and specific technical*
32 *assistance regarding the default.*

33 2. *If a State in default fails to cure the default, the*
34 *defaulting State may be terminated from the Compact upon an*
35 *affirmative vote of a majority of the Member States, and all rights,*
36 *privileges and benefits conferred by this Compact may be*
37 *terminated on the effective date of termination. A cure of the*
38 *default does not relieve the offending State of obligations or*
39 *liabilities incurred during the period of default.*

40 3. *Termination of membership in the Compact shall be*
41 *imposed only after all other means of securing compliance have*
42 *been exhausted. Notice of intent to suspend or terminate shall be*
43 *given by the Commission to the governor, the majority and*
44 *minority leaders of the defaulting State's legislature, and each of*
45 *the Member States.*



1 4. A State that has been terminated is responsible for all
2 assessments, obligations, and liabilities incurred through the
3 effective date of termination, including obligations that extend
4 beyond the effective date of termination.

5 5. The Commission shall not bear any costs related to a
6 State that is found to be in default or that has been terminated
7 from the Compact, unless agreed upon in writing between the
8 Commission and the defaulting State.

9 6. The defaulting State may appeal the action of the
10 Commission by petitioning the U.S. District Court for the District
11 of Columbia or the federal district where the Commission has its
12 principal offices. The prevailing member shall be awarded all
13 costs of such litigation, including reasonable attorney's fees.

14 C. Dispute Resolution

15 1. Upon request by a Member State, the Commission shall
16 attempt to resolve disputes related to the Compact that arise
17 among Member States and between member and non-Member
18 States.

19 2. The Commission shall promulgate a Rule providing for
20 both mediation and binding dispute resolution for disputes as
21 appropriate.

22 D. Enforcement

23 1. The Commission, in the reasonable exercise of its
24 discretion, shall enforce the provisions and Rules of this Compact.

25 2. By majority vote, the Commission may initiate legal
26 action in the United States District Court for the District of
27 Columbia or the federal district where the Commission has its
28 principal offices against a Member State in default to enforce
29 compliance with the provisions of the Compact and its
30 promulgated Rules and bylaws. The relief sought may include
31 both injunctive relief and damages. In the event judicial
32 enforcement is necessary, the prevailing member shall be awarded
33 all costs of such litigation, including reasonable attorney's fees.

34 3. The remedies herein shall not be the exclusive remedies
35 of the Commission. The Commission may pursue any other
36 remedies available under federal or State law.

37
38 **SECTION 12. DATE OF IMPLEMENTATION OF THE**
39 **INTERSTATE COMMISSION FOR OCCUPATIONAL**
40 **THERAPY PRACTICE AND ASSOCIATED RULES,**
41 **WITHDRAWAL, AND AMENDMENT**
42

43 A. The Compact shall come into effect on the date on which
44 the Compact statute is enacted into law in the tenth Member State.
45 The provisions, which become effective at that time, shall be



1 *limited to the powers granted to the Commission relating to*
2 *assembly and the promulgation of Rules. Thereafter, the*
3 *Commission shall meet and exercise Rulemaking powers*
4 *necessary to the implementation and administration of the*
5 *Compact.*

6 *B. Any State that joins the Compact subsequent to the*
7 *Commission's initial adoption of the Rules shall be subject to the*
8 *Rules as they exist on the date on which the Compact becomes law*
9 *in that State. Any Rule that has been previously adopted by the*
10 *Commission shall have the full force and effect of law on the day*
11 *the Compact becomes law in that State.*

12 *C. Any Member State may withdraw from this Compact by*
13 *enacting a statute repealing the same.*

14 *1. A Member State's withdrawal shall not take effect until*
15 *six (6) months after enactment of the repealing statute.*

16 *2. Withdrawal shall not affect the continuing requirement*
17 *of the withdrawing State's Occupational Therapy Licensing Board*
18 *to comply with the investigative and Adverse Action reporting*
19 *requirements of this act prior to the effective date of withdrawal.*

20 *D. Nothing contained in this Compact shall be construed to*
21 *invalidate or prevent any Occupational Therapy licensure*
22 *agreement or other cooperative arrangement between a Member*
23 *State and a non-Member State that does not conflict with the*
24 *provisions of this Compact.*

25 *E. This Compact may be amended by the Member States. No*
26 *amendment to this Compact shall become effective and binding*
27 *upon any Member State until it is enacted into the laws of all*
28 *Member States.*

29
30 **SECTION 13. CONSTRUCTION AND SEVERABILITY**

31
32 *This Compact shall be liberally construed so as to effectuate*
33 *the purposes thereof. The provisions of this Compact shall be*
34 *severable and if any phrase, clause, sentence or provision of this*
35 *Compact is declared to be contrary to the constitution of any*
36 *Member State or of the United States or the applicability thereof to*
37 *any government, agency, person, or circumstance is held invalid,*
38 *the validity of the remainder of this Compact and the applicability*
39 *thereof to any government, agency, person, or circumstance shall*
40 *not be affected thereby. If this Compact shall be held contrary to*
41 *the constitution of any Member State, the Compact shall remain in*
42 *full force and effect as to the remaining Member States and in full*
43 *force and effect as to the Member State affected as to all severable*
44 *matters.*



**SECTION 14. BINDING EFFECT OF
COMPACT AND OTHER LAWS**

A. A Licensee providing Occupational Therapy in a Remote State under the Compact Privilege shall function within the laws and regulations of the Remote State.

B. Nothing herein prevents the enforcement of any other law of a Member State that is not inconsistent with the Compact.


C. Any laws in a Member State in conflict with the Compact are superseded to the extent of the conflict.

D. Any lawful actions of the Commission, including all Rules and bylaws promulgated by the Commission, are binding upon the Member States.

E. All agreements between the Commission and the Member States are binding in accordance with their terms.

F. In the event any provision of the Compact exceeds the constitutional limits imposed on the legislature of any Member State, the provision shall be ineffective to the extent of the conflict with the constitutional provision in question in that Member State.

Sec. 27. NRS 640A.220 is hereby amended to read as follows:

640A.220 1. Except as otherwise provided in this section and NRS 239.0115  and section 26 of this act, a complaint filed with the Board, all documents and other information filed with the complaint and all documents and other information compiled as a result of an investigation conducted to determine whether to initiate disciplinary action against a person are confidential, unless the person submits a written statement to the Board requesting that such documents and information be made public records.

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

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

4. The Board shall retain all complaints filed with the Board for at least 10 years, including, without limitation, any complaints not acted upon.

Sec. 28. The preliminary chapter of NRS is hereby amended by adding thereto a new section to read as follows:

Except as otherwise expressly provided in a particular statute or required by the context:

1. Privilege to practice as a physician assistant in this State under the PA Licensure Compact ratified and entered into in



1 *section 1 of this act shall be deemed to be equivalent to a license as*
2 *a physician assistant issued by:*

3 *(a) The Board of Medical Examiners pursuant to chapter 630*
4 *of NRS if the physician assistant is under the jurisdiction of the*
5 *Board of Medical Examiners pursuant to section 5 of this act.*

6 *(b) The State Board of Osteopathic Medicine pursuant to*
7 *chapter 633 of NRS if the physician assistant is under the*
8 *jurisdiction of the State Board of Osteopathic Medicine pursuant*
9 *to section 15 of this act.*

10 2. *Privilege to practice as an audiologist or speech-language*
11 *pathologist in this State under the Audiology and Speech-*
12 *Language Pathology Interstate Compact ratified and entered into*
13 *in section 21 of this act shall be deemed to be equivalent to the*
14 *corresponding license.*

15 3. *Privilege to practice as a physical therapist or a physical*
16 *therapist assistant in this State under the Physical Therapy*
17 *Licensure Compact ratified and entered into in section 23 of this*
18 *act shall be deemed to be equivalent to the corresponding license.*

19 4. *Privilege to practice as an occupational therapist or*
20 *occupational therapy assistant in this State under the*
21 *Occupational Therapy Licensure Compact ratified and entered*
22 *into in section 26 of this act shall be deemed to be equivalent to the*
23 *corresponding license.*

24 **Sec. 29.** NRS 7.095 is hereby amended to read as follows:

25 7.095 1. An attorney shall not contract for or collect a fee
26 contingent on the amount of recovery for representing a person
27 seeking damages in connection with an action for injury or death
28 against a provider of health care based upon professional negligence
29 in excess of 35 percent of the amount recovered.

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

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

39 4. As used in this section:

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



1 licensed or services for which any restriction has been imposed by
2 the applicable regulatory board or health care facility.

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

11 **Sec. 30.** NRS 41A.017 is hereby amended to read as follows:

12 41A.017 "Provider of health care" means a physician licensed
13 pursuant to chapter 630 or 633 of NRS, physician assistant,
14 anesthesiologist assistant, dentist, licensed nurse, dispensing
15 optician, optometrist, ~~registered~~ *licensed* physical therapist,
16 podiatric physician, licensed psychologist, chiropractic physician,
17 naprapath, doctor of Oriental medicine, holder of a license or a
18 limited license issued under the provisions of chapter 653 of NRS,
19 medical laboratory director or technician, licensed dietitian or a
20 licensed hospital, clinic, surgery center, physicians' professional
21 corporation or group practice that employs any such person and its
22 employees.

23 **Sec. 31.** NRS 42.021 is hereby amended to read as follows:

24 42.021 1. In an action for injury or death against a provider
25 of health care based upon professional negligence, if the defendant
26 so elects, the defendant may introduce evidence of any amount
27 payable as a benefit to the plaintiff as a result of the injury or death
28 pursuant to the United States Social Security Act, any state or
29 federal income disability or worker's compensation act, any health,
30 sickness or income-disability insurance, accident insurance that
31 provides health benefits or income-disability coverage, and any
32 contract or agreement of any group, organization, partnership or
33 corporation to provide, pay for or reimburse the cost of medical,
34 hospital, dental or other health care services. If the defendant elects
35 to introduce such evidence, the plaintiff may introduce evidence of
36 any amount that the plaintiff has paid or contributed to secure the
37 plaintiff's right to any insurance benefits concerning which the
38 defendant has introduced evidence.

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

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

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

44 3. In an action for injury or death against a provider of health
45 care based upon professional negligence, a district court shall, at the



1 request of either party, enter a judgment ordering that money
2 damages or its equivalent for future damages of the judgment
3 creditor be paid in whole or in part by periodic payments rather than
4 by a lump-sum payment if the award equals or exceeds \$50,000 in
5 future damages.

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

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

31 6. If the court finds that the judgment debtor has exhibited a
32 continuing pattern of failing to make the periodic payments as
33 specified pursuant to subsection 5, the court shall find the judgment
34 debtor in contempt of court and, in addition to the required periodic
35 payments, shall order the judgment debtor to pay the judgment
36 creditor all damages caused by the failure to make such periodic
37 payments, including, but not limited to, court costs and attorney's
38 fees.

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

43 8. As used in this section:



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

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

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

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

22 **Sec. 32.** NRS 52.320 is hereby amended to read as follows:

23 52.320 As used in NRS 52.320 to 52.375, inclusive, unless the
24 context otherwise requires:

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

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

35 **Sec. 33.** NRS 239.010 is hereby amended to read as follows:

36 239.010 1. Except as otherwise provided in this section and
37 NRS 1.4683, 1.4687, 1A.110, 3.2203, 41.0397, 41.071, 49.095,
38 49.293, 62D.420, 62D.440, 62E.516, 62E.620, 62H.025, 62H.030,
39 62H.170, 62H.220, 62H.320, 75A.100, 75A.150, 76.160, 78.152,
40 80.113, 81.850, 82.183, 86.246, 86.54615, 87.515, 87.5413,
41 87A.200, 87A.580, 87A.640, 88.3355, 88.5927, 88.6067, 88A.345,
42 88A.7345, 89.045, 89.251, 90.730, 91.160, 116.757, 116A.270,
43 116B.880, 118B.026, 119.260, 119.265, 119.267, 119.280,
44 119A.280, 119A.653, 119A.677, 119B.370, 119B.382, 120A.640,
45 120A.690, 125.130, 125B.140, 126.141, 126.161, 126.163, 126.730,



1 127.007, 127.057, 127.130, 127.140, 127.2817, 128.090, 130.312,
2 130.712, 136.050, 159.044, 159A.044, 164.041, 172.075, 172.245,
3 176.01334, 176.01385, 176.015, 176.0625, 176.09129, 176.156,
4 176A.630, 178.39801, 178.4715, 178.5691, 178.5717, 179.495,
5 179A.070, 179A.165, 179D.160, 180.600, 200.3771, 200.3772,
6 200.5095, 200.604, 202.3662, 205.4651, 209.392, 209.3923,
7 209.3925, 209.419, 209.429, 209.521, 211A.140, 213.010, 213.040,
8 213.095, 213.131, 217.105, 217.110, 217.464, 217.475, 218A.350,
9 218E.625, 218F.150, 218G.130, 218G.240, 218G.350, 218G.615,
10 224.240, 226.462, 226.796, 228.270, 228.450, 228.495, 228.570,
11 231.069, 231.1285, 231.1473, 232.1369, 233.190, 237.300,
12 239.0105, 239.0113, 239.014, 239B.026, 239B.030, 239B.040,
13 239B.050, 239C.140, 239C.210, 239C.230, 239C.250, 239C.270,
14 239C.420, 240.007, 241.020, 241.030, 241.039, 242.105, 244.264,
15 244.335, 247.540, 247.545, 247.550, 247.560, 250.087, 250.130,
16 250.140, 250.145, 250.150, 268.095, 268.0978, 268.490, 268.910,
17 269.174, 271A.105, 281.195, 281.805, 281A.350, 281A.680,
18 281A.685, 281A.750, 281A.755, 281A.780, 284.4068, 284.4086,
19 286.110, 286.118, 287.0438, 289.025, 289.080, 289.387, 289.830,
20 293.4855, 293.5002, 293.503, 293.504, 293.558, 293.5757, 293.870,
21 293.906, 293.908, 293.909, 293.910, 293B.135, 293D.510, 331.110,
22 332.061, 332.351, 333.333, 333.335, 338.070, 338.1379, 338.1593,
23 338.1725, 338.1727, 348.420, 349.597, 349.775, 353.205,
24 353A.049, 353A.085, 353A.100, 353C.240, 353D.250, 360.240,
25 360.247, 360.255, 360.755, 361.044, 361.2242, 361.610, 365.138,
26 366.160, 368A.180, 370.257, 370.327, 372A.080, 378.290, 378.300,
27 379.0075, 379.008, 379.1495, 385A.830, 385B.100, 387.626,
28 387.631, 388.1455, 388.259, 388.501, 388.503, 388.513, 388.750,
29 388A.247, 388A.249, 391.033, 391.035, 391.0365, 391.120,
30 391.925, 392.029, 392.147, 392.264, 392.271, 392.315, 392.317,
31 392.325, 392.327, 392.335, 392.850, 393.045, 394.167, 394.16975,
32 394.1698, 394.447, 394.460, 394.465, 396.1415, 396.1425, 396.143,
33 396.159, 396.3295, 396.405, 396.525, 396.535, 396.9685,
34 398A.115, 408.3885, 408.3886, 408.3888, 408.5484, 412.153,
35 414.280, 416.070, 422.2749, 422.305, 422A.342, 422A.350,
36 425.400, 427A.1236, 427A.872, 427A.940, 432.028, 432.205,
37 432B.175, 432B.280, 432B.290, 432B.4018, 432B.407, 432B.430,
38 432B.560, 432B.5902, 432C.140, 432C.150, 433.534, 433A.360,
39 439.4941, 439.4988, 439.5282, 439.840, 439.914, 439A.116,
40 439A.124, 439B.420, 439B.754, 439B.760, 439B.845, 440.170,
41 441A.195, 441A.220, 441A.230, 442.330, 442.395, 442.735,
42 442.774, 445A.665, 445B.570, 445B.7773, 449.209, 449.245,
43 449.4315, 449A.112, 450.140, 450B.188, 450B.805, 453.164,
44 453.720, 458.055, 458.280, 459.050, 459.3866, 459.555, 459.7056,
45 459.846, 463.120, 463.15993, 463.240, 463.3403, 463.3407,



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



1 governmental entity or of the general public. This section does not
2 supersede or in any manner affect the federal laws governing
3 copyrights or enlarge, diminish or affect in any other manner the
4 rights of a person in any written book or record which is
5 copyrighted pursuant to federal law.

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

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

17 4. If requested, a governmental entity shall provide a copy of a
18 public record in an electronic format by means of an electronic
19 medium. Nothing in this subsection requires a governmental entity
20 to provide a copy of a public record in an electronic format or by
21 means of an electronic medium if:

22 (a) The public record:

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

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

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

27 (1) Give access to proprietary software; or

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

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

33 (a) Shall not refuse to provide a copy of that public record in the
34 medium that is requested because the officer, employee or agent has
35 already prepared or would prefer to provide the copy in a different
36 medium.

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

41 **Sec. 34.** NRS 372.7285 is hereby amended to read as follows:

42 372.7285 1. In administering the provisions of NRS 372.325,
43 the Department shall apply the exemption to the sale of a medical
44 device to a governmental entity that is exempt pursuant to that
45 section without regard to whether the person using the medical



1 device or the governmental entity that purchased the device is
2 deemed to be the holder of title to the device if:

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

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

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

11 2. As used in this section:

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

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

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

29 **Sec. 35.** NRS 374.731 is hereby amended to read as follows:

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

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

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

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

44 2. As used in this section:



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

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

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

18 **Sec. 36.** NRS 439A.0195 is hereby amended to read as
19 follows:

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

27 **Sec. 37.** NRS 453.371 is hereby amended to read as follows:

28 453.371 As used in NRS 453.371 to 453.552, inclusive:

29 1. "Medical intern" means a medical graduate acting as an
30 assistant in a hospital for the purpose of clinical training.

31 2. "Pharmacist" means a person who holds a certificate of
32 registration issued pursuant to NRS 639.127 and is registered with
33 the Board.

34 3. "Physician," "dentist," "podiatric physician," "veterinarian"
35 and "euthanasia technician" mean persons authorized by a license to
36 practice their respective professions in this State who are registered
37 with the Board.

38 4. "Physician assistant" means a person who is registered with
39 the Board and ~~is~~

40 ~~—(a) Holds~~ *holds* a license issued pursuant to *chapter 630 or 633*
41 *of NRS . [630.273; or*

42 ~~—(b) Holds a license issued pursuant to NRS 633.433.]~~

43 **Sec. 38.** NRS 454.00958 is hereby amended to read as
44 follows:

45 454.00958 "Practitioner" means:



1 1. A physician, dentist, veterinarian or podiatric physician who
2 holds a valid license to practice his or her profession in this State.

3 2. A pharmacy, hospital or other institution licensed or
4 registered to distribute, dispense, conduct research with respect to or
5 to administer a dangerous drug in the course of professional practice
6 in this State.

7 3. When relating to the prescription of poisons, dangerous
8 drugs and devices:

9 (a) An advanced practice registered nurse who holds a certificate
10 from the State Board of Pharmacy permitting him or her so to
11 prescribe; or

12 (b) A physician assistant who ~~holds a license from the Board of~~
13 ~~Medical Examiners]~~ *is licensed pursuant to chapter 630 or 633 of*
14 *NRS* and *holds* a certificate from the State Board of Pharmacy
15 permitting him or her so to prescribe.

16 4. An optometrist who is certified to prescribe and administer
17 pharmaceutical agents pursuant to NRS 636.288 when the
18 optometrist prescribes or administers dangerous drugs which are
19 within the scope of his or her certification.

20 5. A dental hygienist who holds a valid license to practice
21 dental hygiene in this State and:

22 (a) Is authorized to prescribe and dispense the dangerous drugs
23 listed in NRS 631.3105 in accordance with the provisions of that
24 section and the regulations adopted pursuant thereto; and

25 (b) Holds a certificate issued by the State Board of Pharmacy
26 pursuant to NRS 639.1374 authorizing him or her to so prescribe.

27 6. A certified registered nurse anesthetist who orders,
28 prescribes, possesses or administers poisons, dangerous drugs or
29 devices in accordance with NRS 632.2397.

30 7. A pharmacist who is registered pursuant to NRS 639.28079
31 to prescribe and dispense drugs for medication-assisted treatment.

32 **Sec. 39.** 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. 40.** On or before August 1, 2026, the Department of
39 Health and Human Services shall:

40 1. Study the potential impact of:

41 (a) The PA Licensure Compact ratified and entered into in
42 section 1 of this act on the availability of services provided by
43 physician assistants in this State;



1 (b) The Nurse Licensure Compact ratified and entered into in
2 section 10 of this act on the availability of services provided by
3 registered nurses and licensed practical nurses in this State;

4 (c) The Audiology and Speech-Language Pathology Interstate
5 Compact ratified and entered into in section 21 of this act on the
6 availability of services provided by audiologists and speech-
7 language pathologists in this State;

8 (d) The Physical Therapy Licensure Compact ratified and
9 entered into in section 23 of this act on the availability of services
10 provided by physical therapists and physical therapist assistants in
11 this State; and

12 (e) The Occupational Therapy Licensure Compact ratified and
13 entered into in section 26 of this act on the availability of services
14 provided by occupational therapists and occupational therapy
15 assistants in this State.

16 2. Submit the report to:

17 (a) The Patient Protection Commission created by NRS
18 439.908; and

19 (b) The Director of the Legislative Counsel Bureau for
20 transmittal to the Joint Interim Standing Committee on Health and
21 Human Services, the Joint Interim Standing Committee on
22 Commerce and Labor and the Legislative Committee on Senior
23 Citizens, Veterans and Adults With Special Needs.

24 **Sec. 41.** This act becomes effective on July 1, 2025.

