

# **WEST VIRGINIA LEGISLATURE**

**2017 REGULAR SESSION**

**Committee Substitute**

**for**

**Senate Bill 4**

BY SENATORS GAUNCH, TRUMP, BOSO, BLAIR, RUCKER,

JEFFRIES, STOLLINGS, WOELFEL AND SYPOLT

[Originating in the Committee on Health and Human

Resources; reported on February 24, 2017]

1 A BILL to amend and reenact §30-3-10a of the Code of West Virginia, 1931, as amended; to  
2 amend and reenact §30-3E-14; to amend and reenact §30-4-15 of said code; to amend  
3 and reenact §30-5-17 of said code; to amend and reenact §30-7-6a of said code; to amend  
4 said code by adding thereto a new section, designated §30-7A-6a; to amend and reenact  
5 §30-8-16 of said code; to amend and reenact §30-14-12b of said code; to amend said  
6 code by adding thereto a new section, designated §30-16-7a; to amend and reenact §30-  
7 20-13 of said code; to amend and reenact §30-21-17 of said code; and to amend and  
8 reenact §30-28-8a of said code, all relating to allowing specified licensed health care  
9 professionals to donate time to the care of indigent and needy in a clinical setting;  
10 providing for special volunteer license for licensed practical nurses and chiropractors; and  
11 providing that a special volunteer license for any health care professional for which a  
12 special volunteer license is allowed is not required for a charitable function not exceeding  
13 seven days.

*Be it enacted by the Legislature of West Virginia:*

1 That §30-3-10a of the Code of West Virginia, 1931, as amended, be amended and  
2 reenacted; that §30-3E-14 of said code be amended and reenacted; that §30-4-15 of said code  
3 be amended and reenacted; that §30-5-17 of said code be amended and reenacted; that §30-7-  
4 6a of said code be amended and reenacted; that said code be amended by adding thereto a new  
5 section, designated §30-7A-6a; that §30-8-16 of said code be amended and reenacted; that §30-  
6 14-12b of said code be amended and reenacted; that said code be amended by adding thereto a  
7 new section, designated §30-16-7a; that §30-20-13 of said code be amended and reenacted; that  
8 §30-21-17 of said code be amended and reenacted; and that §30-28-8a of said code be  
9 amended and reenacted, all to read as follows:

**ARTICLE 3. WEST VIRGINIA MEDICAL PRACTICE ACT.**

**§30-3-10a. Special volunteer medical license; civil immunity for voluntary services rendered to indigents.**

1 (a) There is hereby established a special volunteer medical license for physicians retired  
2 or retiring from the active practice of medicine who wish to donate their expertise for the medical  
3 care and treatment of indigent and needy patients in the clinical setting of clinics organized, in  
4 whole or in part, for the delivery of health care services without charge. The special volunteer  
5 medical license shall be issued by the West Virginia Board of Medicine to physicians licensed or  
6 otherwise eligible for licensure under this article and the rules promulgated hereunder without the  
7 payment of any application fee, license fee or renewal fee, shall be issued for a fiscal year or part  
8 thereof, and shall be renewable annually. The board shall develop application forms for the  
9 special license provided for in this subsection which shall contain the physician's acknowledgment  
10 that:

11 (1) The physician's practice under the special volunteer medical license will be exclusively  
12 and totally devoted to providing medical care to needy and indigent persons in West Virginia;

13 (2) the physician will not receive any payment or compensation, either direct or indirect,  
14 or have the expectation of any payment or compensation, but may donate to the clinic the  
15 proceeds of any reimbursement for any medical services rendered under the special volunteer  
16 medical license;

17 (3) the physician will supply any supporting documentation that the board may reasonably  
18 require; and

19 (4) the physician agrees to continue to participate in continuing medical education as  
20 required of physicians in active practice.

21 (b) Any person engaged in the active practice of medicine in this state whose license is in  
22 good standing may donate their expertise for the medical care and treatment of indigent and  
23 needy patients under an arrangement with a clinic organized, in whole or in part, for the delivery  
24 of health care services without charge to the patient. Services rendered under an arrangement  
25 may be performed in either the physician's office or the clinical setting.

26 ~~(b)~~ (c) Any physician who renders any medical service to indigent and needy patients of a

27 clinic organized, in whole or in part, for the delivery of health care services without charge under  
28 a special volunteer medical license authorized under subsection (a) of this section or pursuant to  
29 an arrangement with a clinic as authorized pursuant to subsection (b) of this section without  
30 payment or compensation or the expectation or promise of payment or compensation is immune  
31 from liability for any civil action arising out of any act or omission resulting from the rendering of  
32 the medical service at the clinic unless the act or omission was the result of the physician's gross  
33 negligence or willful misconduct. In order for the immunity under this subsection to apply, there  
34 must be a written agreement between the physician and the clinic pursuant to which the physician  
35 will provide voluntary noncompensated medical services under the control of the clinic to patients  
36 of the clinic before the rendering of any services by the physician at the clinic: *Provided*, That any  
37 clinic entering into such written agreement shall be required to maintain liability coverage of not  
38 less than \$1 million per occurrence.

39 ~~(e)~~ (d) Notwithstanding the provisions of subsection (a) of this section, a clinic organized,  
40 in whole or in part, for the delivery of health care services without charge ~~shall~~ is not be relieved  
41 from imputed liability for the negligent acts of a physician rendering voluntary medical services at  
42 or for the clinic under a special volunteer medical license authorized under subsection (a) of this  
43 section or pursuant to an arrangement with a clinic as authorized pursuant to subsection (b) of  
44 this section.

45 ~~(d)~~ (e) For purposes of this section, "otherwise eligible for licensure" means the satisfaction  
46 of all the requirements for licensure as listed in section ten of this article and in the legislative  
47 rules promulgated hereunder, except the fee requirements of subsections (b) and (d) of said  
48 section and of the legislative rule promulgated by the board relating to fees.

49 ~~(e)~~ (f) Nothing in this section may be construed as requiring the board to issue a special  
50 volunteer medical license to any physician whose medical license is or has been subject to any  
51 disciplinary action or to any physician who has surrendered a medical license or caused such  
52 license to lapse, expire and become invalid in lieu of having a complaint initiated or other action

53 taken against his or her medical license, or who has elected to place a medical license in inactive  
54 status in lieu of having a complaint initiated or other action taken against his or her medical  
55 license, or who have been denied a medical license.

56 (f) (g) Any policy or contract of liability insurance providing coverage for liability sold,  
57 issued or delivered in this state to any physician covered under the provisions of this article shall  
58 be read so as to contain a provision or endorsement whereby the company issuing such policy  
59 waives or agrees not to assert as a defense on behalf of the policyholder or any beneficiary  
60 thereof, to any claim covered by the terms of such policy within the policy limits, the immunity  
61 from liability of the insured by reason of the care and treatment of needy and indigent patients by  
62 a physician who holds a special volunteer medical license or who renders such care and treatment  
63 pursuant to an arrangement with a clinic as authorized pursuant to subsection (b) of this section:  
64 *Provided*, That this subsection shall not apply to a terminated policy, terminated contract of liability  
65 insurance or extended reporting endorsement attached thereto that provides "tail insurance" as  
66 defined by section two, article twenty-d, chapter thirty-three of this code: *Provided, however*, That  
67 nothing within this subsection shall be construed to extend coverage under a terminated policy or  
68 terminated contract of liability insurance or any extended reporting endorsement attached thereto  
69 to: (1) Alter or amend the effective policy period of any policy, contract of liability insurance or  
70 extended reporting endorsement; or (2) cover the treatment of indigent and needy patients by a  
71 physician who holds a special volunteer medical license or who renders such care and treatment  
72 pursuant to an arrangement with a clinic as authorized pursuant to subsection (b) of this section.

**ARTICLE 3E. PHYSICIAN ASSISTANTS PRACTICE ACT.**

**§30-3E-14. Special volunteer physician assistant license.**

1 (a) A special volunteer physician assistant license may be issued to a physician assistant  
2 who:

3 (1) Is retired or is retiring from the active practice of medicine; and

4 (2) Wishes to donate his or her expertise for the medical care and treatment of indigent

5 and needy patients in the clinical setting of clinics organized, in whole or in part, for the delivery  
6 of health care services without charge.

7 (b) The special volunteer physician assistant license shall be issued by the appropriate  
8 licensing board:

9 (1) To a physician assistant licensed or otherwise eligible for licensure under this article;

10 (2) Without the payment of any fee; and

11 (3) The initial license shall be issued for the remainder of the licensing period.

12 (c) The special volunteer physician assistant license shall be renewed consistent with the  
13 appropriate licensing board's other licensing requirements.

14 (d) The appropriate licensing board shall develop application forms for the special  
15 volunteer physician assistant license which shall contain the physician assistant's  
16 acknowledgment that:

17 (1) The physician assistant's practice under the special volunteer physician assistant  
18 license shall be exclusively devoted to providing medical care to needy and indigent persons in  
19 West Virginia;

20 (2) The physician assistant will not receive any payment or compensation, either direct or  
21 indirect, or have the expectation of any payment or compensation, for any medical services  
22 rendered under the special volunteer physician assistant license;

23 (3) The physician assistant shall supply any supporting documentation that the appropriate  
24 licensing board may reasonably require; and

25 (4) The physician assistant agrees to continue to participate in continuing education as  
26 required by the appropriate licensing board for the special volunteer physician assistant license.

27 (e) A physician assistant who renders medical service to indigent and needy patients of a  
28 clinic organized, in whole or in part, for the delivery of health care services without charge, under  
29 a special volunteer physician assistant license, without payment or compensation or the  
30 expectation or promise of payment or compensation, is immune from liability for any civil action

31 arising out of any act or omission resulting from the rendering of the medical service at the clinic  
32 unless the act or omission was the result of the physician assistant's gross negligence or willful  
33 misconduct. In order for the immunity under this subsection to apply, there shall be a written  
34 agreement between the physician assistant and the clinic pursuant to which the physician  
35 assistant shall provide voluntary uncompensated medical services under the control of the clinic  
36 to patients of the clinic before the rendering of any services by the physician assistant at the clinic.  
37 Any clinic entering into a written agreement is required to maintain liability coverage of not less  
38 than \$1 million per occurrence.

39 (f) Notwithstanding the provisions of this section, a clinic organized, in whole or in part, for  
40 the delivery of health care services without charge is not relieved from imputed liability for the  
41 negligent acts of a physician assistant rendering voluntary medical services at or for the clinic  
42 under a special volunteer physician assistant license.

43 (g) For purposes of this section, "otherwise eligible for licensure" means the satisfaction  
44 of all the requirements for licensure under this article, except the fee requirements.

45 (h) Nothing in this section may be construed as requiring the appropriate licensing board  
46 to issue a special volunteer physician assistant license to any physician assistant whose license  
47 is or has been subject to any disciplinary action or to any physician assistant who has surrendered  
48 a physician assistant license or caused his or her license to lapse, expire and become invalid in  
49 lieu of having a complaint initiated or other action taken against his or her license, or who has  
50 elected to place a physician assistant license in inactive status in lieu of having a complaint  
51 initiated or other action taken against his or her license, or who has been denied a physician  
52 assistant license.

53 (i) Any policy or contract of liability insurance providing coverage for liability sold, issued  
54 or delivered in this state to any physician assistant covered under the provisions of this article  
55 shall be read so as to contain a provision or endorsement whereby the company issuing the policy  
56 waives or agrees not to assert as a defense on behalf of the policyholder or any beneficiary

57 thereof, to any claim covered by the terms of the policy within the policy limits, the immunity from  
58 liability of the insured by reason of the care and treatment of needy and indigent patients by a  
59 physician assistant who holds a special volunteer physician assistant license.

60 (i) No special volunteer physician assistant license is required for a physician assistant  
61 holding one or more unrestricted licenses granted by another state or foreign country serving as  
62 a volunteer in a noncompensated role for a charitable function for a period not to exceed seven  
63 days.

#### **ARTICLE 4. WEST VIRGINIA DENTAL PRACTICE ACT.**

##### **§30-4-15. Special volunteer dentist or dental hygienist license; civil immunity for voluntary services rendered to indigents.**

1 (a) There is continued a special volunteer dentist and dental hygienist license for dentist  
2 and dental hygienists retired or retiring from the active practice of dentistry and dental hygiene  
3 who wish to donate their expertise for the care and treatment of indigent and needy patients in  
4 the clinical setting of clinics organized, in whole or in part, for the delivery of health care services  
5 without charge. The special volunteer dentist or dental hygienist license shall be issued by the  
6 board to dentist or dental hygienists licensed or otherwise eligible for licensure under this article  
7 and the legislative rules promulgated hereunder without the payment of an application fee, license  
8 fee or renewal fee, shall be issued for the remainder of the licensing period and renewed  
9 consistent with the boards other licensing requirements. The board shall develop application  
10 forms for the special license provided in this subsection which shall contain the dental hygienist's  
11 acknowledgment that:

12 (1) The dentist or dental hygienist's practice under the special volunteer dentist or dental  
13 hygienist license will be exclusively devoted to providing dentistry or dental hygiene care to needy  
14 and indigent persons in West Virginia;

15 (2) The dentist or dental hygienist will not receive any payment or compensation, either  
16 direct or indirect, or have the expectation of any payment or compensation but may donate to the



17 clinic the proceeds of any reimbursement, for any dentistry or dental hygiene services rendered  
18 under the special volunteer dentist or dental hygienist license;

19 (3) The dentist or dental hygienist will supply any supporting documentation that the board  
20 may reasonably require; and

21 (4) The dentist or dental hygienist agrees to continue to participate in continuing  
22 professional education as required by the board for the special volunteer dentist or dental  
23 hygienist.

24 (b) Any person engaged in the active practice of dentistry and dental hygiene in this state  
25 whose license is in good standing may donate their expertise for the care and treatment of indigent  
26 and needy patients pursuant to an arrangement with a clinic organized, in whole or in part, for the  
27 delivery of health care services without charge to the patient. Services rendered pursuant to an  
28 arrangement may be performed in either the office of the dentist or dental hygienist or the clinical  
29 setting.

30 ~~(b)~~ (c) Any dentist or dental hygienist who renders any dentistry or dental hygiene service  
31 to indigent and needy patients of a clinic organized, in whole or in part, for the delivery of health  
32 care services without charge under a special volunteer dentist or dental hygienist license  
33 authorized under subsection (a) of this section or pursuant to an arrangement with a clinic as  
34 authorized pursuant to subsection (b) of this section without payment or compensation or the  
35 expectation or promise of payment or compensation is immune from liability for any civil action  
36 arising out of any act or omission resulting from the rendering of the dental hygiene service at the  
37 clinic unless the act or omission was the result of the dentist's or dental hygienist's gross  
38 negligence or willful misconduct. In order for the immunity under this subsection to apply, there  
39 shall be a written agreement between the dentist or dental hygienist and the clinic pursuant to  
40 which the dentist or dental hygienist will provide voluntary uncompensated dental hygiene  
41 services under the control of the clinic to patients of the clinic before the rendering of any services  
42 by the dentist or dental hygienist at the clinic: *Provided*, That any clinic entering into such written

43 agreement is required to maintain liability coverage of not less than \$1 million per occurrence.

44 ~~(e)~~ (d) Notwithstanding the provisions of subsection (b) of this section, a clinic organized,  
45 in whole or in part, for the delivery of health care services without charge is not relieved from  
46 imputed liability for the negligent acts of a dentist or dental hygienist rendering voluntary dental  
47 hygiene services at or for the clinic under a special volunteer dentist or dental hygienist license  
48 authorized under subsection (a) of this section or who renders such care and treatment pursuant  
49 to an arrangement with a clinic as authorized pursuant to subsection (b) of this section.

50 ~~(d)~~ (e) For purposes of this section, "otherwise eligible for licensure" means the satisfaction  
51 of all the requirements for licensure as listed in section eight of this article and in the legislative  
52 rules promulgated thereunder, except the fee requirements of subdivision (6) of said section and  
53 of the legislative rules promulgated by the board relating to fees.

54 ~~(e)~~ (f) Nothing in this section may be construed as requiring the board to issue a special  
55 volunteer dentist or dental hygienist license to any dental hygienist whose license is or has been  
56 subject to any disciplinary action or to any dentist or dental hygienist who has surrendered a  
57 license or caused such license to lapse, expire and become invalid in lieu of having a complaint  
58 initiated or other action taken against his or her dentist or dental hygienist license, or who has  
59 elected to place a dentist or dental hygienist license in inactive status in lieu of having a complaint  
60 initiated or other action taken against his or her license, or who has been denied a dentist or  
61 dental hygienist license.

62 ~~(f)~~ (g) Any policy or contract of liability insurance providing coverage for liability sold,  
63 issued or delivered in this state to any dentist or dental hygienist covered under the provisions of  
64 this article shall be read so as to contain a provision or endorsement whereby the company issuing  
65 such policy waives or agrees not to assert as a defense on behalf of the policyholder or any  
66 beneficiary thereof, to any claim covered by the terms of such policy within the policy limits, the  
67 immunity from liability of the insured by reason of the care and treatment of needy and indigent  
68 patients by a dentist or dental hygienist who holds a special volunteer dentist or dental hygienist

69 license or who renders such care and treatment pursuant to an arrangement with a clinic as  
70 authorized pursuant to subsection (b) of this section.

71 (h) No special volunteer dental or dental hygienist license is required for a dentist or dental  
72 hygienist holding one or more unrestricted licenses granted by another state or foreign country  
73 serving as a volunteer in a noncompensated role for a charitable function for a period not to  
74 exceed seven days.

**ARTICLE 5. PHARMACISTS, PHARMACY TECHNICIANS, PHARMACY INTERNS  
AND PHARMACIES.**

**§30-5-17. Special volunteer pharmacist license; civil immunity for voluntary services  
rendered to indigents.**

1 (a) There is a special volunteer pharmacist license for pharmacists retired or retiring from  
2 the active practice of pharmacist care who wish to donate their expertise for the pharmacist care  
3 and treatment of indigent and needy patients in the clinical setting of clinics organized, in whole  
4 or in part, for the delivery of health care services without charge. The special volunteer pharmacist  
5 license shall be issued by the board to pharmacists licensed or otherwise eligible for licensure  
6 under this article and the legislative rules promulgated hereunder without the payment of an  
7 application fee, license fee or renewal fee, and the initial license shall be issued for the remainder  
8 of the licensing period, and renewed consistent with the boards other licensing requirements. The  
9 board shall develop application forms for the special license provided in this subsection which  
10 shall contain the pharmacist's acknowledgment that:

11 (1) The pharmacist's practice under the special volunteer pharmacist license shall be  
12 exclusively devoted to providing pharmacist care to needy and indigent persons in West Virginia;

13 (2) The pharmacist may not receive any payment or compensation, either direct or indirect,  
14 or have the expectation of any payment or compensation, but may donate to the clinic the  
15 proceeds of any reimbursement for any pharmacist care rendered under the special volunteer

16 pharmacist license;

17 (3) The pharmacist will supply any supporting documentation that the board may  
18 reasonably require; and

19 (4) The pharmacist agrees to continue to participate in continuing professional education  
20 as required by the board for the special volunteer pharmacist license.

21 (b) Any person engaged in the active practice of pharmacist care in this state whose  
22 license is in good standing may donate their expertise for the care and treatment of indigent and  
23 needy patients pursuant to an arrangement with a clinic organized, in whole or in part, for the  
24 delivery of health care services without charge to the patient. Services rendered pursuant to an  
25 arrangement may be performed in either the pharmacist's office or the clinical setting.

26 ~~(b)~~ (c) Any pharmacist who renders any pharmacist care to indigent and needy patients of  
27 a clinic organized, in whole or in part, for the delivery of health care services without charge under  
28 a special volunteer pharmacist license authorized under subsection (a) of this section or pursuant  
29 to an arrangement with a clinic as authorized pursuant to subsection (b) of this section without  
30 payment or compensation or the expectation or promise of payment or compensation is immune  
31 from liability for any civil action arising out of any act or omission resulting from the rendering of  
32 the pharmacist care at the clinic unless the act or omission was the result of the pharmacist's  
33 gross negligence or willful misconduct. In order for the immunity under this subsection to apply,  
34 there shall be a written agreement between the pharmacist and the clinic pursuant to which the  
35 pharmacist provides voluntary uncompensated pharmacist care under the control of the clinic to  
36 patients of the clinic before the rendering of any services by the pharmacist at the clinic: *Provided,*  
37 That any clinic entering into such written agreement is required to maintain liability coverage of  
38 not less than \$1 million per occurrence.

39 ~~(e)~~ (d) Notwithstanding the provisions of subsection (b) of this section, a clinic organized,  
40 in whole or in part, for the delivery of health care services without charge is not relieved from  
41 imputed liability for the negligent acts of a pharmacist rendering voluntary pharmacist care at or

42 for the clinic under a special volunteer pharmacist license authorized under subsection (a) of this  
43 section or who renders such care and treatment pursuant to an arrangement with a clinic as  
44 authorized pursuant to subsection (b) of this section.

45 ~~(d)~~ (e) For purposes of this section, "otherwise eligible for licensure" means the satisfaction  
46 of all the requirements for licensure as listed in section nine of this article and in the legislative  
47 rules promulgated thereunder, except the fee requirements of that section and of the legislative  
48 rules promulgated by the board relating to fees.

49 ~~(e)~~ (f) Nothing in this section may be construed as requiring the board to issue a special  
50 volunteer pharmacist license to any pharmacist whose license is or has been subject to any  
51 disciplinary action or to any pharmacist who has surrendered a license or caused such license to  
52 lapse, expire and become invalid in lieu of having a complaint initiated or other action taken  
53 against his or her license, or who has elected to place a pharmacist license in inactive status in  
54 lieu of having a complaint initiated or other action taken against his or her license, or who has  
55 been denied a pharmacist license.

56 ~~(f)~~ (g) Any policy or contract of liability insurance providing coverage for liability sold,  
57 issued or delivered in this state to any pharmacist covered under the provisions of this article shall  
58 be read so as to contain a provision or endorsement whereby the company issuing such policy  
59 waives or agrees not to assert as a defense on behalf of the policyholder or any beneficiary  
60 thereof, to any claim covered by the terms of such policy within the policy limits, the immunity  
61 from liability of the insured by reason of the care and treatment of needy and indigent patients by  
62 a pharmacist who holds a special volunteer pharmacist license or who renders such care and  
63 treatment pursuant to an arrangement with a clinic as authorized pursuant to subsection (b) of  
64 this section.

65 (h) No special volunteer physician assistant license is required for a physician assistant  
66 holding one or more unrestricted licenses granted by another state or foreign country serving as  
67 a volunteer in a noncompensated role for a charitable function for a period not to exceed seven

68 days.

**ARTICLE 7. REGISTERED PROFESSIONAL NURSES.**

**§30-7-6a. Special volunteer registered professional nurse license; civil immunity for voluntary services rendered to indigents.**

1 (a) There is established a special volunteer license for registered professional nurses  
2 retired or retiring from the active practice of nursing who wish to donate their expertise for the  
3 care and treatment of indigent and needy patients in the clinical setting of clinics organized, in  
4 whole or in part, for the delivery of health care services without charge. The special volunteer  
5 registered professional nurse license shall be issued by the West Virginia Board of Examiners for  
6 registered professional nurses to registered professional nurses licensed or otherwise eligible for  
7 licensure under this article and the legislative rules promulgated hereunder without the payment  
8 of an application fee, license fee or renewal fee, shall be issued for the remainder of the licensing  
9 period, and renewed consistent with the boards other licensing requirements. The board shall  
10 develop application forms for the special license provided in this subsection which shall contain  
11 the registered professional nurse's acknowledgment that:

12 (1) The registered professional nurse's practice under the special volunteer registered  
13 professional nurse license will be exclusively devoted to providing nursing care to needy and  
14 indigent persons in West Virginia;

15 (2) The registered professional nurse will not receive any payment or compensation, either  
16 direct or indirect, or have the expectation of any payment or compensation but may donate to the  
17 clinic the proceeds of any reimbursement, for any nursing services rendered under the special  
18 volunteer registered professional nurse license;

19 (3) The registered professional nurse will supply any supporting documentation that the  
20 board may reasonably require; and

21 (4) The registered professional nurse agrees to continue to participate in continuing  
22 education as required by the board for the special volunteer registered professional nurse license.

23            (b) Any person engaged in the active practice of nursing in this state whose license is in  
24 good standing may donate their expertise for the care and treatment of indigent and needy  
25 patients pursuant to an arrangement with a clinic organized, in whole or in part, for the delivery of  
26 health care services without charge to the patient. Services rendered pursuant to an arrangement  
27 may be performed in either the office of the registered professional nurse or the clinical setting.

28            ~~(b)~~ (c) Any registered professional nurse who renders nursing service to indigent and  
29 needy patients of a clinic organized, in whole or in part, for the delivery of health care services  
30 without charge under a special volunteer registered professional nurse license authorized under  
31 subsection (a) of this section or pursuant to an arrangement with a clinic as authorized pursuant  
32 to subsection (b) of this section without payment or compensation or the expectation or promise  
33 of payment or compensation is immune from liability for any civil action arising out of any act or  
34 omission resulting from the rendering of the nursing service at the clinic unless the act or omission  
35 was the result of the registered professional nurse's gross negligence or willful misconduct. In  
36 order for the immunity under this subsection to apply, there must be a written agreement between  
37 the registered professional nurse and the clinic pursuant to which the registered professional  
38 nurse will provide voluntary uncompensated nursing services under the control of the clinic to  
39 patients of the clinic before the rendering of any services by the registered professional nurse at  
40 the clinic: *Provided*, That any clinic entering into such written agreement is required to maintain  
41 liability coverage of not less than \$1 million per occurrence.

42            ~~(e)~~ (d) Notwithstanding the provisions of subsection (b) of this section, a clinic organized,  
43 in whole or in part, for the delivery of health care services without charge is not relieved from  
44 imputed liability for the negligent acts of a registered professional nurse rendering voluntary  
45 nursing services at or for the clinic under a special volunteer registered professional nurse license  
46 authorized under subsection (a) of this section or who renders such care and treatment pursuant  
47 to an arrangement with a clinic as authorized pursuant to subsection (b) of this section.

48            ~~(d)~~ (e) For purposes of this section, "otherwise eligible for licensure" means the satisfaction

49 of all the requirements for licensure as listed in section six of this article and in the legislative rules  
50 promulgated thereunder, except the fee requirements of that section and of the legislative rules  
51 promulgated by the board relating to fees.

52 ~~(e)~~ (f) Nothing in this section may be construed as requiring the board to issue a special  
53 volunteer registered professional nurse license to any registered professional nurse whose  
54 license is or has been subject to any disciplinary action or to any registered professional nurse  
55 who has surrendered his or her license or caused such license to lapse, expire and become  
56 invalid in lieu of having a complaint initiated or other action taken against his or her license, or  
57 who has elected to place a registered professional nurse license in inactive status in lieu of having  
58 a complaint initiated or other action taken against his or her license, or who has been denied a  
59 registered professional nurse license.

60 (f) (g) Any policy or contract of liability insurance providing coverage for liability sold,  
61 issued or delivered in this state to any registered professional nurse covered under the provisions  
62 of this article shall be read so as to contain a provision or endorsement whereby the company  
63 issuing such policy waives or agrees not to assert as a defense on behalf of the policyholder or  
64 any beneficiary thereof, to any claim covered by the terms of such policy within the policy limits,  
65 the immunity from liability of the insured by reason of the care and treatment of needy and indigent  
66 patients by a registered professional nurse who holds a special volunteer registered professional  
67 nurse license or who renders such care and treatment pursuant to an arrangement with a clinic  
68 as authorized pursuant to subsection (b) of this section.

69 (h) No special volunteer registered professional nurse is required for a registered  
70 professional nurse holding one or more unrestricted licenses granted by another state or foreign  
71 country serving as a volunteer in a noncompensated role for a charitable function for a period not  
72 to exceed seven days.

## **ARTICLE 7A. LICENSED PRACTICAL NURSES.**

### **§30-7A-6a. Special volunteer license; civil immunity for voluntary services rendered to**



**indigents.**

1       (a) There is established a special volunteer license for licensed practical nurses retired or  
2 retiring from the active practice of nursing who wish to donate their expertise for the care and  
3 treatment of indigent and needy patients in the clinical setting of clinics organized, in whole or in  
4 part, for the delivery of health care services without charge. The special volunteer licensed  
5 practical nurse license shall be issued by the West Virginia Board of Examiners for licensed  
6 practical nurses to licensed practical nurses licensed or otherwise eligible for licensure pursuant  
7 to this article and the rules promulgated hereunder without the payment of an application fee,  
8 license fee or renewal fee, shall be issued for the remainder of the licensing period, and renewed  
9 consistent with the boards other licensing requirements. The board shall develop application  
10 forms for the special license provided in this subsection which shall contain the licensed practical  
11 nurse's acknowledgment that:

12       (1) The licensed practical nurse's practice pursuant to the special volunteer licensed  
13 practical nurse license will be exclusively devoted to providing nursing care to needy and indigent  
14 persons in West Virginia;

15       (2) The licensed practical nurse will not receive any payment or compensation, either  
16 direct or indirect, or have the expectation of any payment or compensation but may donate to the  
17 clinic the proceeds of any reimbursement, for any nursing services rendered pursuant to the  
18 special volunteer licensed practical nurse license;

19       (3) The licensed practical nurse will supply any supporting documentation that the board  
20 may reasonably require; and

21       (4) The licensed practical nurse agrees to continue to participate in continuing education  
22 as required by the board for the special volunteer licensed practical nurse license.

23       (b) Any person licensed as a licensed practical nurse in this state whose license is in good  
24 standing may donate their expertise for the care and treatment of indigent and needy patients  
25 pursuant to an arrangement with a clinic organized, in whole or in part, for the delivery of health

26 care services without charge to the patient. Services rendered pursuant to an arrangement may  
27 be performed in either the office of the registered professional nurse or the clinical setting.

28 (c) Any licensed practical nurse who renders nursing service to indigent and needy  
29 patients of a clinic organized, in whole or in part, for the delivery of health care services without  
30 charge pursuant to a special volunteer licensed practical nurse license authorized pursuant to  
31 subsection (a) of this section or pursuant to an arrangement with a clinic as authorized pursuant  
32 to subsection (b) of this section without payment or compensation or the expectation or promise  
33 of payment or compensation is immune from liability for any civil action arising out of any act or  
34 omission resulting from the rendering of the nursing service at the clinic unless the act or omission  
35 was the result of the licensed practical nurse's gross negligence or willful misconduct. For the  
36 immunity pursuant to this subsection to apply, there must be a written agreement between the  
37 licensed practical nurse and the clinic pursuant to which the licensed practical nurse will provide  
38 voluntary uncompensated nursing services under the control of the clinic to patients of the clinic  
39 before the rendering of any services by the licensed practical nurse at the clinic: *Provided, That*  
40 any clinic entering into such written agreement is required to maintain liability coverage of not less  
41 than \$1 million per occurrence.

42 (d) Notwithstanding the provisions of subsection (b) of this section, a clinic organized, in  
43 whole or in part, for the delivery of health care services without charge is not relieved from imputed  
44 liability for the negligent acts of a licensed practical nurse rendering voluntary nursing services at  
45 or for the clinic pursuant to a special volunteer licensed practical nurse license authorized  
46 pursuant to subsection (a) of this section or who renders such care and treatment pursuant to an  
47 arrangement with a clinic as authorized pursuant to subsection (b) of this section.

48 (e) For purposes of this section, "otherwise eligible for licensure" means the satisfaction  
49 of all the requirements for licensure as listed in section six of this article and in the rules  
50 promulgated thereunder, except the fee requirements of that section and of the legislative rules  
51 promulgated by the board relating to fees.

52 (f) Nothing in this section may be construed as requiring the board to issue a special  
53 volunteer licensed practical nurse license to any licensed practical nurse whose license is or has  
54 been subject to any disciplinary action or to any licensed practical nurse who has surrendered his  
55 or her license or caused such license to lapse, expire and become invalid in lieu of having a  
56 complaint initiated or other action taken against his or her license, or who has elected to place a  
57 licensed practical nurse license in inactive status in lieu of having a complaint initiated or other  
58 action taken against his or her license, or who has been denied a licensed practical nurse license.

59 (g) Any policy or contract of liability insurance providing coverage for liability sold, issued  
60 or delivered in this state to any licensed practical nurse covered pursuant to the provisions of this  
61 article shall be read so as to contain a provision or endorsement whereby the company issuing  
62 such policy waives or agrees not to assert as a defense on behalf of the policyholder or any  
63 beneficiary thereof, to any claim covered by the terms of such policy within the policy limits, the  
64 immunity from liability of the insured by reason of the care and treatment of needy and indigent  
65 patients by a licensed practical nurse who holds a special volunteer licensed practical nurse  
66 license or who renders such care and treatment pursuant to an arrangement with a clinic as  
67 authorized pursuant to subsection (b) of this section.

68 (h) No special volunteer licensed practical nurse license is required for a licensed practical  
69 nurse holding one or more unrestricted licenses granted by another state or foreign country  
70 serving as a volunteer in a noncompensated role for a charitable function for a period not to  
71 exceed seven days.

## **ARTICLE 8. OPTOMETRISTS.**

### **§30-8-16. Special volunteer license; civil immunity for voluntary services rendered to indigents.**

1 (a) There is established a special volunteer license for optometrists who are retired or are  
2 retiring from the active practice of optometry and wish to donate their expertise for the care and  
3 treatment of indigent and needy patients in the clinical setting of clinics organized, in whole or in

4 part, for the delivery of health care services without charge.

5 (b) The special volunteer license shall be issued by the board to optometrists licensed or  
6 otherwise eligible for licensure under this article without the payment of an application fee, license  
7 fee or renewal fee, and shall be issued for the remainder of the licensing period, and renewed  
8 consistent with the boards other licensing requirements.

9 (c) The board shall develop application forms for the special volunteer license provided in  
10 this section which shall contain the optometrist's acknowledgment that:

11 (1) The optometrist's practice under the special volunteer license will be exclusively  
12 devoted to providing optometrical care to needy and indigent persons in West Virginia;

13 (2) The optometrist will not receive any payment or compensation, either direct or indirect,  
14 or have the expectation of any payment or compensation but may donate to the clinic the  
15 proceeds of any reimbursement, for any optometrical services rendered under the special  
16 volunteer license;

17 (3) The optometrist will supply any supporting documentation that the board may  
18 reasonably require; and

19 (4) The optometrist agrees to continue to participate in continuing education as required  
20 by the board for a special volunteer license.

21 (d) Any person engaged in the active practice of optometry in this state whose license is  
22 in good standing may donate their expertise for the care and treatment of indigent and needy  
23 patients pursuant to an arrangement with a clinic organized, in whole or in part, for the delivery of  
24 health care services without charge to the patient. Services rendered pursuant to an arrangement  
25 may be performed in either the office of the optometrist or the clinical setting.

26 ~~(d)~~ (e) Any optometrist who renders any optometrical service to indigent and needy  
27 patients of a clinic organized, in whole or in part, for the delivery of health care services without  
28 charge, under a special volunteer license authorized under this section or pursuant to an  
29 arrangement with a clinic as authorized pursuant to subsection (d) of this section without payment

30 or compensation or the expectation or promise of payment or compensation is immune from  
31 liability for any civil action arising out of any act or omission resulting from the rendering of the  
32 optometrical service at the clinic unless the act or omission was the result of the optometrist's  
33 gross negligence or willful misconduct. In order for the immunity under this subsection to apply,  
34 before the rendering of any services by the optometrist at the clinic, there must be a written  
35 agreement between the optometrist and the clinic stating that the optometrist will provide  
36 voluntary uncompensated optometrical services under the control of the clinic to patients of the  
37 clinic before the rendering of any services by the optometrist at the clinic: *Provided*, That any clinic  
38 entering into such written agreement is required to maintain liability coverage of not less than \$1  
39 million per occurrence.

40 ~~(e)~~ (f) Notwithstanding the provisions of subsection (d) of this section, a clinic organized,  
41 in whole or in part, for the delivery of health care services without charge is not relieved from  
42 imputed liability for the negligent acts of an optometrist rendering voluntary optometrical services  
43 at or for the clinic under a special volunteer license under this section or who renders such care  
44 and treatment pursuant to an arrangement with a clinic as authorized pursuant to subsection (d)  
45 of this section.

46 ~~(f)~~ (g) For purposes of this section, "otherwise eligible for licensure" means the satisfaction  
47 of all the requirements for licensure in this article except the fee requirements.

48 ~~(g)~~ (h) Nothing in this section may be construed as requiring the board to issue a special  
49 volunteer license to any optometrist whose license is or has been subject to any disciplinary action  
50 or to any optometrist who has surrendered a license or caused such license to lapse, expire and  
51 become invalid in lieu of having a complaint initiated or other action taken against his or her  
52 license, or who has elected to place a license in inactive status in lieu of having a complaint  
53 initiated or other action taken against his or her license, or who has been denied a license.

54 ~~(h)~~ (i) Any policy or contract of liability insurance providing coverage for liability sold, issued  
55 or delivered in this state to any optometrist covered under the provisions of this article shall be

56 read so as to contain a provision or endorsement whereby the company issuing such policy  
57 waives or agrees not to assert as a defense on behalf of the policyholder or any beneficiary  
58 thereof, to any claim covered by the terms of such policy within the policy limits, the immunity  
59 from liability of the insured by reason of the care and treatment of needy and indigent patients by  
60 an optometrist who holds a special volunteer license or who renders such care and treatment  
61 pursuant to an arrangement with a clinic as authorized pursuant to subsection (d) of this section.

62 (j) No special volunteer optometrists license is required for an optometrist holding one or  
63 more unrestricted licenses granted by another state or foreign country serving as a volunteer in a  
64 noncompensated role for a charitable function for a period not to exceed seven days.

#### **ARTICLE 14. OSTEOPATHIC PHYSICIANS AND SURGEONS.**

##### **§30-14-12b. Special volunteer medical license; civil immunity for voluntary services rendered to indigents.**

1 (a) There is hereby established a special volunteer medical license for physicians retired  
2 or retiring from the active practice of osteopathy who wish to donate their expertise for the medical  
3 care and treatment of indigent and needy patients in the clinical setting of clinics organized, in  
4 whole or in part, for the delivery of health care services without charge. The special volunteer  
5 medical license shall be issued by the West Virginia Board of Osteopathic Medicine to physicians  
6 licensed or otherwise eligible for licensure under this article and the rules promulgated hereunder  
7 without the payment of any application fee, license fee or renewal fee, shall be issued for a fiscal  
8 year or part thereof, and shall be renewable annually. The board shall develop application forms  
9 for the special license provided for in this subsection which shall contain the physician's  
10 acknowledgment that: (1) The physician's practice under the special volunteer medical license  
11 will be exclusively and totally devoted to providing medical care to needy and indigent persons in  
12 West Virginia; (2) the physician will not receive any payment or compensation, either direct or  
13 indirect, or have the expectation of any payment or compensation but may donate to the clinic the  
14 proceeds of any reimbursement, for any medical services rendered under the special volunteer

15 medical license; (3) the physician will supply any supporting documentation that the board may  
16 reasonably require; and (4) the physician agrees to continue to participate in continuing medical  
17 education as required of physicians in active practice.

18 (b) Any person engaged in the active practice of osteopathy in this state whose license is  
19 in good standing may donate their expertise for the medical care and treatment of indigent and  
20 needy patients pursuant to an arrangement with a clinic organized, in whole or in part, for the  
21 delivery of health care services without charge to the patient. Services rendered pursuant to an  
22 arrangement may be performed in either the physician's office or the clinical setting.

23 ~~(b)~~ (c) Any physician who renders any medical service to indigent and needy patients of  
24 clinics organized, in whole or in part, for the delivery of health care services without charge under  
25 a special volunteer medical license authorized under subsection (a) of this section or pursuant to  
26 an arrangement with a clinic as authorized pursuant to subsection (b) of this section without  
27 payment or compensation or the expectation or promise of payment or compensation is immune  
28 from liability for any civil action arising out of any act or omission resulting from the rendering of  
29 the medical service at the clinic unless the act or omission was the result of the physician's gross  
30 negligence or willful misconduct. In order for the immunity under this subsection to apply, there  
31 must be a written agreement between the physician and the clinic pursuant to which the physician  
32 will provide voluntary noncompensated medical services under the control of the clinic to patients  
33 of the clinic before the rendering of any services by the physician at the clinic: *Provided*, That any  
34 clinic entering into such written agreement shall be required to maintain liability coverage of not  
35 less than \$1 million per occurrence.

36 ~~(c)~~ (d) Notwithstanding the provisions of subsection (a) of this section, a clinic organized,  
37 in whole or in part, for the delivery of health care services without charge shall not be relieved  
38 from imputed liability for the negligent acts of a physician rendering voluntary medical services at  
39 or for the clinic under a special volunteer medical license authorized under subsection (a) of this  
40 section or who renders such services pursuant to an arrangement with a clinic as authorized

41 pursuant to subsection (b) of this section.

42 ~~(d)~~ (e) For purposes of this section, “otherwise eligible for licensure” means the satisfaction  
43 of all the requirements for licensure as listed in section ten of this article and in the legislative  
44 rules promulgated hereunder, except the fee requirements of subsections (b) and (d) of said  
45 section and of the legislative rule promulgated by the board relating to fees.

46 ~~(e)~~ (f) Nothing in this section may be construed as requiring the board to issue a special  
47 volunteer medical license to any physician whose medical license is or has been subject to any  
48 disciplinary action or to any physician who has surrendered a medical license or caused such  
49 license to lapse, expire and become invalid in lieu of having a complaint initiated or other action  
50 taken against his or her medical license, or who has elected to place a medical license in inactive  
51 status in lieu of having a complaint initiated or other action taken against his or her medical  
52 license, or who have been denied a medical license.

53 ~~(f)~~ (g) Any policy or contract of liability insurance providing coverage for liability sold,  
54 issued or delivered in this state to any physician covered under the provisions of this article shall  
55 be read so as to contain a provision or endorsement whereby the company issuing such policy  
56 waives or agrees not to assert as a defense on behalf of the policyholder or any beneficiary  
57 thereof, to any claim covered by the terms of such policy within the policy limits, the immunity  
58 from liability of the insured by reason of the care and treatment of needy and indigent patients by  
59 a physician who holds a special volunteer medical license or who renders such care and treatment  
60 pursuant to an arrangement with a clinic as authorized pursuant to subsection (b) of this section.

61 (h) No special volunteer osteopathic physician license is required for an osteopathic  
62 assistant holding one or more unrestricted licenses granted by another state or foreign country  
63 serving as a volunteer in a noncompensated role for a charitable function for a period not to  
64 exceed seven days.

## **ARTICLE 16. CHIROPRACTORS.**

### **§30-16-7a. Special volunteer chiropractor license; civil immunity for voluntary services**



**rendered to indigents.**

1       (a) There is established a special volunteer license for chiropractors retired or retiring from  
2 active practice who wish to donate their expertise for the care and treatment of indigent and needy  
3 patients in the clinical setting of clinics organized, in whole or in part, for the delivery of health  
4 care services without charge. The special volunteer license provided by this section shall be  
5 issued by the West Virginia Board of Chiropractic to chiropractors licensed or otherwise eligible  
6 for licensure pursuant to this article and the rules promulgated hereunder without the payment of  
7 an application fee, license fee or renewal fee, and the initial license shall be issued for the  
8 remainder of the licensing period, and renewed consistent with the boards other licensing  
9 requirements. The board shall develop application forms for the special volunteer license provided  
10 in this section which shall contain the applicant's acknowledgment that:

11       (1) The applicant's practice pursuant to the special volunteer license will be exclusively  
12 devoted to providing chiropractic care to needy and indigent persons in West Virginia;

13       (2) The applicant may not receive any payment or compensation, either direct or indirect,  
14 or have the expectation of any payment or compensation but may donate to the clinic the  
15 proceeds of any reimbursement for any chiropractic services rendered pursuant to the special  
16 volunteer license;

17       (3) The applicant shall supply any supporting documentation that the board may  
18 reasonably require; and

19       (4) The applicant shall continue to participate in continuing education as required by the  
20 board for special volunteer chiropractor's licenses.

21       (b) Any person engaged in the active practice of chiropractic in this state whose license  
22 is in good standing may donate their expertise for the care and treatment of indigent and needy  
23 patients pursuant to an arrangement with a clinic organized, in whole or in part, for the delivery of  
24 health care services without charge to the patient. Services rendered pursuant to an arrangement  
25 may be performed in either the chiropractor's office or the clinical setting.

26 (c) Any chiropractor who renders any chiropractic service to indigent and needy patients  
27 of a clinic organized, in whole or in part, for the delivery of health care services without charge  
28 pursuant to a special volunteer license authorized pursuant to subsection (a) of this section or an  
29 arrangement with a clinic as authorized pursuant to subsection (b) of this section without payment  
30 or compensation or the expectation or promise of payment or compensation is immune from  
31 liability for any civil action arising out of any act or omission resulting from the rendering of the  
32 chiropractic service at the clinic unless the act or omission was the result of gross negligence or  
33 willful misconduct on the part of the chiropractor. For the immunity pursuant to this subsection to  
34 apply, there must be a written agreement between the chiropractor and the clinic stating that the  
35 chiropractor will provide voluntary uncompensated chiropractic services under the control of the  
36 clinic to patients of the clinic before the rendering of any services by the chiropractor at the clinic:  
37 Provided, That any clinic entering into such written agreement is required to maintain liability  
38 coverage of not less than \$1 million per occurrence.

39 (d) Notwithstanding the provisions of subsection (b) of this section, a clinic organized, in  
40 whole or in part, for the delivery of health care services without charge is not relieved from imputed  
41 liability for the negligent acts of a chiropractor rendering voluntary chiropractic services at or for  
42 the clinic pursuant to a special volunteer license authorized pursuant to this section or who  
43 renders such care and treatment pursuant to an arrangement with a clinic as authorized pursuant  
44 to subsection (b) of this section.

45 (e) For purposes of this section, “otherwise eligible for licensure” means the satisfaction  
46 of all the requirements for licensure for a chiropractor except the fee requirements.

47 (f) Nothing in this section may be construed as requiring the board to issue a special  
48 volunteer license to any chiropractor whose license is or has been subject to any disciplinary  
49 action or to any chiropractor who has surrendered a license or caused a license to lapse, expire  
50 and become invalid in lieu of having a complaint initiated or other action taken against his or her  
51 license, or who has elected to place a license in inactive status in lieu of having a complaint

52 initiated or other action taken against his or her license or who has been denied a license.

53 (g) Any policy or contract of liability insurance providing coverage for liability sold, issued  
54 or delivered in this state to any chiropractor covered pursuant to the provisions of this article shall  
55 be read so as to contain a provision or endorsement whereby the company issuing such policy  
56 waives or agrees not to assert as a defense on behalf of the policy holder or any beneficiary there  
57 of the policy, to any claim covered by the terms of the policy within the policy limits, the immunity  
58 from liability of the insured by reason of the care and treatment of needy and indigent patients by  
59 a chiropractor who holds a special volunteer license or who renders such care and treatment  
60 pursuant to an arrangement with a clinic as authorized pursuant to subsection (b) of this section.

61 (h) No special volunteer chiropractor license is required for a chiropractor holding one or  
62 more unrestricted licenses granted by another state or foreign country serving as a volunteer in a  
63 noncompensated role for a charitable function for a period not to exceed seven days.

## **ARTICLE 20. PHYSICAL THERAPISTS.**

### **§30-20-13. Special volunteer physical therapist license, physical therapist assistant license; civil immunity for voluntary services rendered to indigents.**

1 (a) There is established a special volunteer license for physical therapists or physical  
2 therapist assistants, as the case may be, retired or retiring from active practice who wish to donate  
3 their expertise for the care and treatment of indigent and needy patients in the clinical setting of  
4 clinics organized, in whole or in part, for the delivery of health care services without charge. The  
5 special volunteer license provided by this section shall be issued by the West Virginia Board of  
6 Physical Therapy to physical therapists or physical therapist assistants licensed or otherwise  
7 eligible for licensure under this article and the legislative rules promulgated hereunder without the  
8 payment of an application fee, license fee or renewal fee, and the initial license shall be issued  
9 for the remainder of the licensing period, and renewed consistent with the boards other licensing  
10 requirements. The board shall develop application forms for the special volunteer license provided  
11 in this section which shall contain the applicant's acknowledgment that:

12 (1) The applicant's practice under the special volunteer license will be exclusively devoted  
13 to providing physical therapy care to needy and indigent persons in West Virginia;

14 (2) The applicant may not receive any payment or compensation, either direct or indirect,  
15 or have the expectation of any payment or compensation but may donate to the clinic the  
16 proceeds of any reimbursement for any physical therapy services rendered under the special  
17 volunteer license;

18 (3) The applicant shall supply any supporting documentation that the board may  
19 reasonably require; and

20 (4) The applicant shall continue to participate in continuing education as required by the  
21 board for special volunteer physical therapists or physical therapist assistants license, as the case  
22 may be.

23 (b) Any person engaged in the active practice of physical therapy in this state whose  
24 license is in good standing may donate their expertise for the care and treatment of indigent and  
25 needy patients pursuant to an arrangement with a clinic organized, in whole or in part, for the  
26 delivery of health care services without charge to the patient. Services rendered pursuant to an  
27 arrangement may be performed in either the physical therapist's office or the clinical setting.

28 ~~(b)~~ (c) Any physical therapist or physical therapist assistant who renders any physical  
29 therapy service to indigent and needy patients of a clinic organized, in whole or in part, for the  
30 delivery of health care services without charge under a special volunteer license authorized under  
31 subsection (a) of this section or pursuant to an arrangement with a clinic as authorized pursuant  
32 to subsection (b) of this section without payment or compensation or the expectation or promise  
33 of payment or compensation is immune from liability for any civil action arising out of any act or  
34 omission resulting from the rendering of the physical therapy service at the clinic unless the act  
35 or omission was the result of gross negligence or willful misconduct on the part of the physical  
36 therapist or physical therapist assistant. In order for the immunity under this subsection to apply,  
37 there must be a written agreement between the physical therapist or physical therapist assistant

38 and the clinic stating that the physical therapist or physical therapist assistant will provide  
39 voluntary uncompensated physical therapy services under the control of the clinic to patients of  
40 the clinic before the rendering of any services by the physical therapist or physical therapist  
41 assistant at the clinic: *Provided*, That any clinic entering into such written agreement is required  
42 to maintain liability coverage of not less than \$1 million per occurrence.

43 ~~(e)~~ (d) Notwithstanding the provisions of subsection (b) of this section, a clinic organized,  
44 in whole or in part, for the delivery of health care services without charge is not relieved from  
45 imputed liability for the negligent acts of a physical therapist or physical therapist assistant  
46 rendering voluntary physical therapy services at or for the clinic under a special volunteer license  
47 authorized under this section or who renders such care and treatment pursuant to an arrangement  
48 with a clinic as authorized pursuant to subsection (b) of this section.

49 ~~(d)~~ (e) For purposes of this section, "otherwise eligible for licensure" means the satisfaction  
50 of all the requirements for licensure for a physical therapist or physical therapist assistant, as the  
51 case may be, except the fee requirements.

52 ~~(e)~~ (f) Nothing in this section may be construed as requiring the board to issue a special  
53 volunteer license to any physical therapist or physical therapist assistant whose license is or has  
54 been subject to any disciplinary action or to any physical therapist or physical therapist assistant  
55 who has surrendered a license or caused a license to lapse, expire and become invalid in lieu of  
56 having a complaint initiated or other action taken against his or her license, or who has elected to  
57 place a license in inactive status in lieu of having a complaint initiated or other action taken against  
58 his or her license or who has been denied a license.

59 ~~(f)~~ (g) Any policy or contract of liability insurance providing coverage for liability sold,  
60 issued or delivered in this state to any physical therapist or physical therapist assistant covered  
61 under the provisions of this article shall be read so as to contain a provision or endorsement  
62 whereby the company issuing such policy waives or agrees not to assert as a defense on behalf  
63 of the policy holder or any beneficiary there of the policy, to any claim covered by the terms of the

64 policy within the policy limits, the immunity from liability of the insured by reason of the care and  
65 treatment of needy and indigent patients by a physical therapist or physical therapist assistant  
66 who holds a special volunteer license or who renders such care and treatment pursuant to an  
67 arrangement with a clinic as authorized pursuant to subsection (b) of this section.

68 (h) No special volunteer physical therapist license is required for a physical therapist  
69 holding one or more unrestricted licenses granted by another state or foreign country serving as  
70 a volunteer in a noncompensated role for a charitable function for a period not to exceed seven  
71 days.

**ARTICLE 21. PSYCHOLOGISTS; SCHOOL PSYCHOLOGISTS.**

**§30-21-17. Special volunteer psychologists license; civil immunity for voluntary services rendered to indigents.**

1 (a) There is established a special volunteer psychologists license for psychologists retired  
2 or retiring from the active practice of psychology who wish to donate their expertise for the  
3 psychological care and treatment of indigent and needy patients in the clinical setting of clinics  
4 organized, in whole or in part, for the delivery of health care services without charge. The special  
5 volunteer psychologist license shall be issued by the West Virginia Board of Examiners of  
6 Psychologists to psychologists licensed or otherwise eligible for licensure under this article and  
7 the legislative rules promulgated hereunder without the payment of an application fee, license fee  
8 or renewal fee, and the initial license shall be issued for the remainder of the licensing period, and  
9 renewed consistent with the boards other licensing requirements. The board shall develop  
10 application forms for the special license provided in this subsection which shall contain the  
11 psychologist's acknowledgment that:

12 (1) The psychologist's practice under the special volunteer psychologists license will be  
13 exclusively devoted to providing psychological care to needy and indigent persons in West  
14 Virginia;

15 (2) The psychologist will not receive any payment or compensation, either direct or

16 indirect, or have the expectation of any payment or compensation but may donate to the clinic the  
17 proceeds of any reimbursement, for any psychological services rendered under the special  
18 volunteer psychological license;

19 (3) The psychologist will supply any supporting documentation that the board may  
20 reasonably require; and

21 (4) The psychologist agrees to continue to participate in continuing education as required  
22 by the board for a special volunteer psychologists license.

23 (b) Any person engaged in the active practice of psychology in this state whose license is  
24 in good standing may donate their expertise for the care and treatment of indigent and needy  
25 patients pursuant to an arrangement with a clinic organized, in whole or in part, for the delivery of  
26 health care services without charge to the patient. Services rendered pursuant to an arrangement  
27 may be performed in either the psychologist's office or the clinical setting.

28 ~~(b)~~ (c) Any psychologist who renders any psychological service to indigent and needy  
29 patients of a clinic organized, in whole or in part, for the delivery of health care services without  
30 charge under a special volunteer psychologist license authorized under subsection (a) of this  
31 section without payment or compensation or the expectation or promise of payment or  
32 compensation, is immune from liability for any civil action arising out of any act or omission  
33 resulting from the rendering of the psychological service at the clinic unless the act or omission  
34 was the result of the psychologist's gross negligence or willful misconduct. In order for the  
35 immunity under this subsection to apply, there must be a written agreement between the  
36 psychologist and the clinic pursuant to which the psychologist will provide voluntary  
37 uncompensated psychological services under the control of the clinic to patients of the clinic  
38 before the rendering of any services by the psychologists at the clinic: *Provided*, That any clinic  
39 entering into such written agreement is required to maintain liability coverage of not less than \$1  
40 million per occurrence.

41 ~~(e)~~ (d) Notwithstanding the provisions of subsection (b) of this section, a clinic organized,

42 in whole or in part, for the delivery of health care services without charge is not relieved from  
43 imputed liability for the negligent acts of a psychologist rendering voluntary psychological services  
44 at or for the clinic under a special volunteer psychological license authorized under subsection  
45 (a) of this section or who renders such care and treatment pursuant to an arrangement with a  
46 clinic as authorized pursuant to subsection (b) of this section.

47 ~~(d)~~ (e) For purposes of this section, "otherwise eligible for licensure" means the satisfaction  
48 of all the requirements for licensure as listed in section seven of this article and in the legislative  
49 rules promulgated thereunder, except the fee requirements of subsection (d) of that section and  
50 of the legislative rules promulgated by the board relating to fees.

51 ~~(e)~~ (f) Nothing in this section may be construed as requiring the board to issue a special  
52 volunteer psychologist license to any psychologist whose license is or has been subject to any  
53 disciplinary action or to any psychologist who has surrendered a psychologist license or caused  
54 such license to lapse, expire and become invalid in lieu of having a complaint initiated or other  
55 action taken against his or her license, or who has elected to place a psychologist license in  
56 inactive status in lieu of having a complaint initiated or other action taken against his or her license,  
57 or who has been denied a psychologist license.

58 ~~(f)~~ (g) Any policy or contract of liability insurance providing coverage for liability sold,  
59 issued or delivered in this state to any psychologist covered under the provisions of this article,  
60 shall be read so as to contain a provision or endorsement whereby the company issuing such  
61 policy waives or agrees not to assert as a defense on behalf of the policyholder or any beneficiary  
62 thereof, to any claim covered by the terms of such policy within the policy limits, the immunity  
63 from liability of the insured by reason of the care and treatment of needy and indigent patients by  
64 a psychologist who holds a special volunteer psychologist license or who renders such care and  
65 treatment pursuant to an arrangement with a clinic as authorized pursuant to subsection (b) of  
66 this section.

67 (h) No special volunteer psychologists license is required for a psychologists holding one



68 or more unrestricted licenses granted by another state or foreign country serving as a volunteer  
69 in a noncompensated role for a charitable function for a period not to exceed seven days.

**ARTICLE 28. WEST VIRGINIA OCCUPATIONAL THERAPY PRACTICE ACT.**

**§30-28-8a. Special volunteer occupational therapist license; civil immunity for voluntary  
services rendered to indigents.**

1 (a) There is established a special volunteer occupational therapist license for occupational  
2 therapists retired or retiring from the active practice of occupational therapy who wish to donate  
3 their expertise for the care and treatment of indigent and needy patients in the clinical setting of  
4 clinics organized, in whole or in part, for the delivery of health care services without charge. The  
5 special volunteer occupational therapist license shall be issued by the West Virginia Board of  
6 Occupational Therapy to occupational therapists licensed or otherwise eligible for licensure under  
7 this article and the legislative rules promulgated hereunder without the payment of an application  
8 fee, license fee or renewal fee, and the initial license shall be issued for the remainder of the  
9 licensing period, and renewed consistent with the boards other licensing requirements. The board  
10 shall develop application forms for the special license provided in this subsection which shall  
11 contain the occupational therapist's acknowledgment that:

12 (1) The occupational therapist's practice under the special volunteer occupational  
13 therapist license will be exclusively devoted to providing occupational therapy care to needy and  
14 indigent persons in West Virginia;

15 (2) The occupational therapist will not receive any payment or compensation, either direct  
16 or indirect, or have the expectation of any payment or compensation but may donate to the clinic  
17 the proceeds of any reimbursement, for any occupational therapy services rendered under the  
18 special volunteer occupational therapist license;

19 (3) The occupational therapist will supply any supporting documentation that the board  
20 may reasonably require; and

21 (4) The occupational therapist agrees to continue to participate in continuing education as

22 required by the board for a special volunteer occupational therapists license.

23 (b) Any person engaged in the active practice of occupational therapy in this state whose  
24 license is in good standing may donate their expertise for the care and treatment of indigent and  
25 needy patients pursuant to an arrangement with a clinic organized, in whole or in part, for the  
26 delivery of health care services without charge to the patient. Services rendered pursuant to an  
27 arrangement may be performed in either the occupational therapist's office or the clinical setting.

28 ~~(b)~~ (c) Any occupational therapist who renders any occupational therapy service to  
29 indigent and needy patients of a clinic organized, in whole or in part, for the delivery of health care  
30 services without charge under a special volunteer occupational therapist license authorized under  
31 subsection (a) of this section or pursuant to an arrangement with a clinic as authorized pursuant  
32 to subsection (b) of this section without payment or compensation or the expectation or promise  
33 of payment or compensation is immune from liability for any civil action arising out of any act or  
34 omission resulting from the rendering of the occupational therapy service at the clinic unless the  
35 act or omission was the result of the occupational therapist's gross negligence or willful  
36 misconduct. In order for the immunity under this subsection to apply, there must be a written  
37 agreement between the occupational therapist and the clinic pursuant to which the occupational  
38 therapist will provide voluntary uncompensated occupational therapy services under the control  
39 of the clinic to patients of the clinic before the rendering of any services by the occupational  
40 therapist at the clinic: *Provided*, That any clinic entering into such written agreement is required  
41 to maintain liability coverage of not less than \$1 million per occurrence.

42 ~~(c)~~ (d) Notwithstanding the provisions of subsection (b) of this section, a clinic organized,  
43 in whole or in part, for the delivery of health care services without charge is not relieved from  
44 imputed liability for the negligent acts of an occupational therapist rendering voluntary  
45 occupational therapy services at or for the clinic under a special volunteer occupational therapist  
46 license authorized under subsection (a) of this section or who renders such care and treatment  
47 pursuant to an arrangement with a clinic as authorized pursuant to subsection (b) of this section.

48           ~~(d)~~ (e) For purposes of this section, "otherwise eligible for licensure" means the satisfaction  
49 of all the requirements for licensure as listed in section eight of this article and in the legislative  
50 rules promulgated thereunder, excepting the fee requirements of subsection (a), section eleven  
51 of this article and of the legislative rules promulgated by the board relating to fees.

52           ~~(e)~~ (f) Nothing in this section may be construed as requiring the board to issue a special  
53 volunteer occupational therapist license to any occupational therapist whose occupational  
54 therapist license is or has been subject to any disciplinary action or to any occupational therapist  
55 who has surrendered an occupational therapist license or caused such license to lapse, expire  
56 and become invalid in lieu of having a complaint initiated or other action taken against his or her  
57 occupational therapist license, or who has elected to place an occupational therapist license in  
58 inactive status in lieu of having a complaint initiated or other action taken against his or her  
59 occupational therapist license, or who has been denied an occupational therapist license.

60           ~~(f)~~ (g) Any policy or contract of liability insurance providing coverage for liability sold,  
61 issued or delivered in this state to any occupational therapist covered under the provisions of this  
62 article shall be read so as to contain a provision or endorsement whereby the company issuing  
63 such policy waives or agrees not to assert as a defense on behalf of the policyholder or any  
64 beneficiary thereof, to any claim covered by the terms of such policy within the policy limits, the  
65 immunity from liability of the insured by reason of the care and treatment of needy and indigent  
66 patients by an occupational therapist who holds a special volunteer occupational therapist license  
67 or who renders such care and treatment pursuant to an arrangement with a clinic as authorized  
68 pursuant to subsection (b) of this section.

69           (h) No special volunteer occupational therapist license is required for an occupational  
70 therapist holding one or more unrestricted licenses granted by another state or foreign country  
71 serving as a volunteer in a noncompensated role for a charitable function for a period not to  
72 exceed seven days.

CS for SB 4

NOTE: The purpose of this bill is to allow certain licensed professionals to donate their time to the care of the indigent and the needy and to allow them to gain credit for their time against continuing education requirements needed to maintain their license.

Strike-throughs indicate language that would be stricken from a heading or the present law and underscoring indicates new language that would be added.