

# **WEST VIRGINIA LEGISLATURE**

## **2016 REGULAR SESSION**

**Enrolled**

### **Senate Bill 658**

BY SENATORS GAUNCH, CARMICHAEL, STOLLINGS,

FERNS, TAKUBO, PREZIOSO, PLYMALE, UNGER,

LEONHARDT AND ROMANO

[Passed March 7, 2016;

in effect 90 days from passage]

1 AN ACT to amend and reenact §30-3-10a of the Code of West Virginia, 1931, as amended; to  
2 amend and reenact §30-4-15 of said code; to amend and reenact §30-5-17 of said code;  
3 to amend and reenact §30-7-6a of said code; to amend and reenact §30-8-16 of said code;  
4 to amend and reenact §30-14-12b of said code; to amend and reenact §30-20-13 of said  
5 code; to amend and reenact §30-21-17 of said code; and to amend and reenact §30-28-  
6 8a of said code, all relating to allowing licensed professionals to donate time to the care  
7 of indigent and needy in a clinical setting; and allowing for some of donated time to be  
8 counted against continuing education required hours.

*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 §30-4-15 of said code be amended and reenacted; that §30-5-17 of said code be  
3 amended and reenacted; that §30-7-6a of said code be amended and reenacted; that §30-8-16  
4 of said code be amended and reenacted; that §30-14-12b of said code be amended and  
5 reenacted; that §30-20-13 of said code be amended and reenacted; that §30-21-17 of said code  
6 be amended and reenacted; and that §30-28-8a of said code be amended and reenacted, all to  
7 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 clinic setting of clinics organized, in whole  
4 or in part, for the delivery of health care services without charge. The special volunteer medical  
5 license shall be issued by the West Virginia Board of Medicine to physicians licensed or otherwise  
6 eligible for licensure under this article and the rules promulgated hereunder without the payment  
7 of any application fee, license fee or renewal fee, shall be issued for a fiscal year or part thereof,

8 and shall be renewable annually. The board shall develop application forms for the special license  
9 provided for in this subsection which shall contain the physician's acknowledgment that: (1) The  
10 physician's practice under the special volunteer medical license will be exclusively and totally  
11 devoted to providing medical care to needy and indigent persons in West Virginia; (2) the  
12 physician will not receive any payment or compensation, either direct or indirect, or have the  
13 expectation of any payment or compensation, but may donate to the clinic the proceeds of any  
14 reimbursement for any medical services rendered under the special volunteer medical license;  
15 (3) the physician will supply any supporting documentation that the board may reasonably require;  
16 and (4) the physician agrees to continue to participate in continuing medical education as required  
17 of physicians in active practice.

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

23 (c) Any physician who renders any medical service to indigent and needy patients of a  
24 clinic 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 under an  
26 arrangement with a clinic as authorized under subsection (b) of this section without payment or  
27 compensation or the expectation or promise of payment or compensation is immune from liability  
28 for any civil action arising out of any act or omission resulting from the rendering of the medical  
29 service at the clinic unless the act or omission was the result of the physician's gross negligence  
30 or willful misconduct. In order for the immunity under this subsection to apply, there must be a  
31 written agreement between the physician and the clinic pursuant to which the physician will  
32 provide voluntary noncompensated medical services under the control of the clinic to patients of  
33 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 (d) Any physician who renders medical service to indigent and needy patients under a  
37 special volunteer medical license authorized under subsection (a) of this section or under an  
38 arrangement with a clinic as authorized under subsection (b) of this section may fulfill one hour of  
39 continuing education by the performance of one hour of volunteer services to eligible indigent or  
40 needy patients as provided in this section, up to a maximum of ten credits per licensure period.  
41 When submitting continuing education hours to the West Virginia Board of Medicine, the physician  
42 shall include a signed letter from the clinic certifying that the physician rendered volunteer services  
43 for the hours claimed.

44 (e) Notwithstanding the provisions of subsection (a) of this section, a clinic organized, in  
45 whole or in part, for the delivery of health care services without charge is not relieved from imputed  
46 liability for the negligent acts of a physician rendering voluntary medical services at or for the clinic  
47 under a special volunteer medical license authorized under subsection (a) of this section or under  
48 an arrangement with a clinic as authorized under subsection (b) of this section.

49 (f) For purposes of this section, "otherwise eligible for licensure" means the satisfaction  
50 of all the requirements for licensure as listed in section ten of this article and in the legislative  
51 rules promulgated hereunder, except the fee requirements of subsections (b) and (d) of said  
52 section and of the legislative rule promulgated by the board relating to fees.

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

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

**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 clinic 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 under 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 under an  
28 arrangement may be performed in either the office of the dentist or dental hygienist or the clinic  
29 setting.

30 (c) Any dentist or dental hygienist who renders any dentistry or dental hygiene service to  
31 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 under an arrangement with a clinic as authorized  
34 under subsection (b) of this section without payment or compensation or the expectation or  
35 promise of payment or compensation is immune from liability for any civil action arising out of any  
36 act or omission resulting from the rendering of the dental hygiene service at the clinic unless the  
37 act or omission was the result of the dentist's or dental hygienist's gross negligence or willful  
38 misconduct. In order for the immunity under this subsection to apply, there shall be a written  
39 agreement between the dentist or dental hygienist and the clinic pursuant to which the dentist or  
40 dental hygienist will provide voluntary uncompensated dental hygiene services under the control  
41 of the clinic to patients of the clinic before the rendering of any services by the dentist or dental  
42 hygienist at the clinic: *Provided*, That any clinic entering into such written agreement is required  
43 to maintain liability coverage of not less than \$1 million per occurrence.

44 (d) Any dentist or dental hygienist who renders dentistry or dental hygiene service to  
45 indigent and needy patients under a special volunteer dentist or dental hygienist license  
46 authorized under subsection (a) of this section or under an arrangement with a clinic as authorized  
47 under subsection (b) of this section may fulfill one hour of continuing education by the  
48 performance of one hour of volunteer services to eligible indigent or needy patients as provided  
49 in this section.

50 (1) A dentist may earn up to eight hours of continuing education credits per biennial period  
51 for care provided to eligible indigent or needy patients as provided in this section.

52 (2) A dental hygienist may earn up to five hours of continuing education credits per biennial  
53 period for care provided to eligible indigent or needy patients as provided in this section.

54 (3) When submitting continuing education hours to the West Virginia Board of Dentistry,  
55 the dentist or dental hygienist shall include a signed letter from the clinic certifying that the dentist  
56 or dental hygienist rendered volunteer services for the hours claimed.

57 (e) Notwithstanding the provisions of subsection (b) of this section, a clinic organized, in  
58 whole or in part, for the delivery of health care services without charge is not relieved from imputed

59 liability for the negligent acts of a dentist or dental hygienist rendering voluntary dental hygiene  
60 services at or for the clinic under a special volunteer dentist or dental hygienist license authorized  
61 under subsection (a) of this section or who renders such care and treatment under an  
62 arrangement with a clinic as authorized under subsection (b) of this section.

63 (f) For purposes of this section, "otherwise eligible for licensure" means the satisfaction  
64 of all the requirements for licensure as listed in section eight of this article and in the legislative  
65 rules promulgated thereunder, except the fee requirements of subdivision (6) of said section and  
66 of the legislative rules promulgated by the board relating to fees.

67 (g) Nothing in this section may be construed as requiring the board to issue a special  
68 volunteer dentist or dental hygienist license to any dental hygienist whose license is or has been  
69 subject to any disciplinary action or to any dentist or dental hygienist who has surrendered a  
70 license or caused such license to lapse, expire and become invalid in lieu of having a complaint  
71 initiated or other action taken against his or her dentist or dental hygienist license, or who has  
72 elected to place a dentist or dental hygienist license in inactive status in lieu of having a complaint  
73 initiated or other action taken against his or her license, or who has been denied a dentist or  
74 dental hygienist license.

75 (h) Any policy or contract of liability insurance providing coverage for liability sold, issued  
76 or delivered in this state to any dentist or dental hygienist covered under the provisions of this  
77 article shall be read so as to contain a provision or endorsement whereby the company issuing  
78 such policy waives or agrees not to assert as a defense on behalf of the policyholder or any  
79 beneficiary thereof, to any claim covered by the terms of such policy within the policy limits, the  
80 immunity from liability of the insured by reason of the care and treatment of needy and indigent  
81 patients by a dentist or dental hygienist who holds a special volunteer dentist or dental hygienist  
82 license or who renders such care and treatment under an arrangement with a clinic as authorized  
83 under subsection (b) of this section.

**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 clinic setting of clinics organized, in whole or  
4 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 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 pharmacist's office or the clinic setting.

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

39 (d) Any pharmacist who renders service to indigent and needy patients under a special  
40 volunteer license authorized under subsection (a) of this section or under an arrangement with a  
41 clinic as authorized under subsection (b) of this section may fulfill one hour of continuing education  
42 by the performance of one hour of volunteer services to eligible indigent or needy patients as  
43 provided in this section, up to a maximum of six credits per licensure period. When submitting  
44 continuing education hours to the West Virginia Board of Pharmacy, the pharmacist shall include  
45 a signed letter from the clinic certifying that the pharmacist rendered volunteer services for the  
46 hours claimed.

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

50 clinic under a special volunteer pharmacist license authorized under subsection (a) of this section  
51 or who renders such care and treatment under an arrangement with a clinic as authorized under  
52 subsection (b) of this section.

53 (f) For purposes of this section, "otherwise eligible for licensure" means the satisfaction  
54 of all the requirements for licensure as listed in section nine of this article and in the legislative  
55 rules promulgated thereunder, except the fee requirements of that section and of the legislative  
56 rules promulgated by the board relating to fees.

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

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

**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 clinic setting of clinics organized, in whole  
4 or in part, for the delivery of health care services without charge. The special volunteer registered  
5 professional nurse license shall be issued by the West Virginia Board of Examiners for registered  
6 professional nurses to registered professional nurses licensed or otherwise eligible for licensure  
7 under this article and the legislative rules promulgated hereunder without the payment of an  
8 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 under 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 under an arrangement may be  
27 performed in either the office of the registered professional nurse or the clinic setting.

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

42           (d) Any registered professional nurse who renders service to indigent and needy patients  
43 under a special volunteer license authorized under subsection (a) of this section or under an  
44 arrangement with a clinic as authorized under subsection (b) of this section may fulfill one hour of  
45 continuing education by the performance of one hour of volunteer services to eligible indigent or  
46 needy patients as provided in this section, up to a maximum of three credits per licensure period.  
47 When submitting continuing education hours to the West Virginia Board of Examiners for  
48 Registered Professional Nurses, the registered professional nurse shall include a signed letter  
49 from the clinic certifying that the registered professional nurse rendered volunteer services for the  
50 hours claimed.

51           (e) Notwithstanding the provisions of subsection (b) of this section, a clinic organized, in  
52 whole or in part, for the delivery of health care services without charge is not relieved from imputed  
53 liability for the negligent acts of a registered professional nurse rendering voluntary nursing

54 services at or for the clinic under a special volunteer registered professional nurse license  
55 authorized under subsection (a) of this section or who renders such care and treatment under an  
56 arrangement with a clinic as authorized under subsection (b) of this section.

57 (f) For purposes of this section, "otherwise eligible for licensure" means the satisfaction  
58 of all the requirements for licensure as listed in section six of this article and in the legislative rules  
59 promulgated thereunder, except the fee requirements of that section and of the legislative rules  
60 promulgated by the board relating to fees.

61 (g) Nothing in this section may be construed as requiring the board to issue a special  
62 volunteer registered professional nurse license to any registered professional nurse whose  
63 license is or has been subject to any disciplinary action or to any registered professional nurse  
64 who has surrendered his or her license or caused such license to lapse, expire and become  
65 invalid in lieu of having a complaint initiated or other action taken against his or her license, or  
66 who has elected to place a registered professional nurse license in inactive status in lieu of having  
67 a complaint initiated or other action taken against his or her license, or who has been denied a  
68 registered professional nurse license.

69 (h) Any policy or contract of liability insurance providing coverage for liability sold, issued  
70 or delivered in this state to any registered professional nurse covered under the provisions of this  
71 article shall be read so as to contain a provision or endorsement whereby the company issuing  
72 such policy waives or agrees not to assert as a defense on behalf of the policyholder or any  
73 beneficiary thereof, to any claim covered by the terms of such policy within the policy limits, the  
74 immunity from liability of the insured by reason of the care and treatment of needy and indigent  
75 patients by a registered professional nurse who holds a special volunteer registered professional  
76 nurse license or who renders such care and treatment under an arrangement with a clinic as  
77 authorized under subsection (b) of this section.

**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 clinic 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 under an arrangement with a clinic organized, in whole or in part, for the delivery of health  
24 care services without charge to the patient. Services rendered under an arrangement may be  
25 performed in either the office of the optometrist or the clinic setting.

26 (e) Any optometrist who renders any optometrical 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 under a special volunteer license authorized under this section or under an arrangement with a  
29 clinic as authorized under subsection (d) of this section 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 optometrical service at the  
32 clinic unless the act or omission was the result of the optometrist's gross negligence or willful  
33 misconduct. In order for the immunity under this subsection to apply, before the rendering of any  
34 services by the optometrist at the clinic, there must be a written agreement between the  
35 optometrist and the clinic stating that the optometrist will provide voluntary uncompensated  
36 optometrical services under the control of the clinic to patients of the clinic before the rendering  
37 of any services by the optometrist at the clinic: *Provided*, That any clinic entering into such written  
38 agreement is required to maintain liability coverage of not less than \$1 million per occurrence.

39 (f) Any optometrist who renders service to indigent and needy patients under a special  
40 volunteer license authorized under subsection (a) of this section or under an arrangement with a  
41 clinic as authorized under subsection (d) of this section may fulfill one hour of continuing education  
42 by the performance of one hour of volunteer services to eligible indigent or needy patients as  
43 provided in this section, up to a maximum of nine credits per biennial period. When submitting  
44 continuing education hours to the West Virginia Board of Optometry, the optometrist shall include  
45 a signed letter from the clinic certifying that the optometrist rendered volunteer services for the  
46 hours claimed.

47 (g) Notwithstanding the provisions of subsection (d) of this section, a clinic organized, in  
48 whole or in part, for the delivery of health care services without charge is not relieved from imputed  
49 liability for the negligent acts of an optometrist rendering voluntary optometrical services at or for  
50 the clinic under a special volunteer license under this section or who renders such care and  
51 treatment under an arrangement with a clinic as authorized under subsection (d) of this section.



52 (h) For purposes of this section, "otherwise eligible for licensure" means the satisfaction  
53 of all the requirements for licensure in this article except the fee requirements.

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

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

#### **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 clinic setting of clinics organized, in whole  
4 or in part, for the delivery of health care services without charge. The special volunteer medical  
5 license shall be issued by the West Virginia Board of Osteopathic Medicine to physicians licensed  
6 or otherwise eligible for licensure under this article and the rules promulgated hereunder without  
7 the payment of any application fee, license fee or renewal fee, shall be issued for a fiscal year or

8 part 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: (1) The physician's practice under the special volunteer medical license will be exclusively  
11 and totally devoted to providing medical care to needy and indigent persons in West Virginia; (2)  
12 the physician will not receive any payment or compensation, either direct or indirect, or have the  
13 expectation of any payment or compensation but may donate to the clinic the proceeds of any  
14 reimbursement, for any medical services rendered under the special volunteer medical license;  
15 (3) the physician will supply any supporting documentation that the board may reasonably require;  
16 and (4) the physician agrees to continue to participate in continuing medical education as required  
17 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 under an arrangement with a clinic organized, in whole or in part, for the delivery  
21 of health care services without charge to the patient. Services rendered under an arrangement  
22 may be performed in either the physician's office or the clinic setting.

23 (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 under an  
26 arrangement with a clinic as authorized under subsection (b) of this section without payment or  
27 compensation or the expectation or promise of payment or compensation is immune from liability  
28 for any civil action arising out of any act or omission resulting from the rendering of the medical  
29 service at the clinic unless the act or omission was the result of the physician's gross negligence  
30 or willful misconduct. In order for the immunity under this subsection to apply, there must be a  
31 written agreement between the physician and the clinic pursuant to which the physician will  
32 provide voluntary noncompensated medical services under the control of the clinic to patients of  
33 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 (d) Any physician who renders medical service to indigent and needy patients under a  
37 special volunteer medical license authorized under subsection (a) of this section or under an  
38 arrangement with a clinic as authorized under subsection (b) of this section may fulfill one hour of  
39 continuing education by the performance of one hour of volunteer services to eligible indigent or  
40 needy patients as provided in this section, up to a maximum of seven credits per licensure period.  
41 When submitting continuing education hours to the West Virginia Board of Osteopathic Medicine,  
42 the physician shall include a signed letter from the clinic certifying that the physician rendered  
43 volunteer services for the hours claimed.

44 (e) Notwithstanding the provisions of subsection (a) of this section, a clinic organized, in  
45 whole or in part, for the delivery of health care services without charge shall not be relieved from  
46 imputed liability for the negligent acts of a physician rendering voluntary medical services at or for  
47 the clinic under a special volunteer medical license authorized under subsection (a) of this section  
48 or who renders such services under an arrangement with a clinic as authorized under subsection  
49 (b) of this section.

50 (f) For purposes of this section, "otherwise eligible for licensure" means the satisfaction  
51 of all the requirements for licensure as listed in section ten of this article and in the legislative  
52 rules promulgated hereunder, except the fee requirements of subsections (b) and (d) of said  
53 section and of the legislative rule promulgated by the board relating to fees.

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

60 license, or who have been denied a medical license.

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

**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 under an arrangement with a clinic organized, in whole or in part, for the delivery  
26 of health care services without charge to the patient. Services rendered under an arrangement  
27 may be performed in either the physical therapist's office or the clinic setting.

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

41 the clinic: *Provided*, That any clinic entering into such written agreement is required to maintain  
42 liability coverage of not less than \$1 million per occurrence.

43 (d) Any physical therapist or physical therapist assistant who renders physical therapy  
44 services to indigent and needy patients under a special volunteer license authorized under  
45 subsection (a) of this section or under an arrangement with a clinic as authorized under subsection  
46 (b) of this section may fulfill one hour of continuing education by the performance of one hour of  
47 volunteer services to eligible indigent or needy patients as provided in this section, up to a  
48 maximum of five credits per licensure period. When submitting continuing education hours to the  
49 West Virginia Board of Physical Therapy, the physical therapist or physical therapist assistant  
50 shall include a signed letter from the clinic certifying that the physical therapist or physical therapist  
51 assistant rendered volunteer services for the hours claimed.

52 (e) Notwithstanding the provisions of subsection (b) of this section, a clinic organized, in  
53 whole or in part, for the delivery of health care services without charge is not relieved from imputed  
54 liability for the negligent acts of a physical therapist or physical therapist assistant rendering  
55 voluntary physical therapy services at or for the clinic under a special volunteer license authorized  
56 under this section or who renders such care and treatment under an arrangement with a clinic as  
57 authorized under subsection (b) of this section.

58 (f) For purposes of this section, "otherwise eligible for licensure" means the satisfaction  
59 of all the requirements for licensure for a physical therapist or physical therapist assistant, as the  
60 case may be, except the fee requirements.

61 (g) Nothing in this section may be construed as requiring the board to issue a special  
62 volunteer license to any physical therapist or physical therapist assistant whose license is or has  
63 been subject to any disciplinary action or to any physical therapist or physical therapist assistant  
64 who has surrendered a license or caused a license to lapse, expire and become invalid in lieu of  
65 having a complaint initiated or other action taken against his or her license, or who has elected to  
66 place a license in inactive status in lieu of having a complaint initiated or other action taken against

67 his or her license or who has been denied a license.

68 (h) Any policy or contract of liability insurance providing coverage for liability sold, issued  
69 or delivered in this state to any physical therapist or physical therapist assistant covered under  
70 the provisions of this article shall be read so as to contain a provision or endorsement whereby  
71 the company issuing such policy waives or agrees not to assert as a defense on behalf of the  
72 policy holder or any beneficiary there of the policy, to any claim covered by the terms of the policy  
73 within the policy limits, the immunity from liability of the insured by reason of the care and  
74 treatment of needy and indigent patients by a physical therapist or physical therapist assistant  
75 who holds a special volunteer license or who renders such care and treatment under an  
76 arrangement with a clinic as authorized under subsection (b) of this section.

**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 clinic 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 under 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 under an arrangement may be  
27 performed in either the psychologist's office or the clinic setting.

28 (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 (d) Any psychologist who renders psychology services to indigent and needy patients  
42 under a special volunteer license authorized under subsection (a) of this section or under an  
43 arrangement with a clinic as authorized under subsection (b) of this section may fulfill one hour of  
44 continuing education by the performance of one hour of volunteer services to eligible indigent or  
45 needy patients as provided in this section, up to a maximum of four credits per licensure period.  
46 When submitting continuing education hours to the West Virginia Board of Examiners of  
47 Psychologists, the psychologist shall include a signed letter from the clinic certifying that the  
48 psychologist rendered volunteer services for the hours claimed.

49 (e) Notwithstanding the provisions of subsection (b) of this section, a clinic organized, in  
50 whole or in part, for the delivery of health care services without charge is not relieved from imputed  
51 liability for the negligent acts of a psychologist rendering voluntary psychological services at or  
52 for the clinic under a special volunteer psychological license authorized under subsection (a) of  
53 this section or who renders such care and treatment under an arrangement with a clinic as  
54 authorized under subsection (b) of this section.

55 (f) For purposes of this section, "otherwise eligible for licensure" means the satisfaction  
56 of all the requirements for licensure as listed in section seven of this article and in the legislative  
57 rules promulgated thereunder, except the fee requirements of subsection (d) of that section and  
58 of the legislative rules promulgated by the board relating to fees.

59 (g) Nothing in this section may be construed as requiring the board to issue a special  
60 volunteer psychologist license to any psychologist whose license is or has been subject to any  
61 disciplinary action or to any psychologist who has surrendered a psychologist license or caused  
62 such license to lapse, expire and become invalid in lieu of having a complaint initiated or other  
63 action taken against his or her license, or who has elected to place a psychologist license in  
64 inactive status in lieu of having a complaint initiated or other action taken against his or her license,  
65 or who has been denied a psychologist license.

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

**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 clinic 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 under an arrangement with a clinic organized, in whole or in part, for the delivery  
26 of health care services without charge to the patient. Services rendered under an arrangement  
27 may be performed in either the occupational therapist's office or the clinic setting.

28 (c) Any occupational therapist who renders any occupational therapy service to indigent  
29 and 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 occupational therapist license authorized under  
31 subsection (a) of this section or under an arrangement with a clinic as authorized under subsection  
32 (b) of this section without payment or compensation or the expectation or promise of payment or  
33 compensation is immune from liability for any civil action arising out of any act or omission  
34 resulting from the rendering of the occupational therapy service at the clinic unless the act or  
35 omission was the result of the occupational therapist'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 occupational therapist and the clinic pursuant to which the occupational therapist will provide  
38 voluntary uncompensated occupational therapy services under the control of the clinic to patients  
39 of the clinic before the rendering of any services by the occupational therapist at the clinic:  
40 *Provided*, That any clinic entering into such written agreement is required to maintain liability  
41 coverage of not less than \$1 million per occurrence.

42 (d) Any occupational therapist who renders occupational therapy services to indigent and  
43 needy patients under a special volunteer license authorized under subsection (a) of this section  
44 or under an arrangement with a clinic as authorized under subsection (b) of this section may fulfill  
45 one hour of continuing education by the performance of one hour of volunteer services to eligible  
46 indigent or needy patients as provided in this section, up to a maximum of five credits per licensure  
47 period. When submitting continuing education hours to the West Virginia Board of Occupational  
48 Therapy, the occupational therapist shall include a signed letter from the clinic certifying that the  
49 occupational therapist rendered volunteer services for the hours claimed.

50 (e) Notwithstanding the provisions of subsection (b) of this section, a clinic organized, in  
51 whole or in part, for the delivery of health care services without charge is not relieved from imputed  
52 liability for the negligent acts of an occupational therapist rendering voluntary occupational  
53 therapy services at or for the clinic under a special volunteer occupational therapist license  
54 authorized under subsection (a) of this section or who renders such care and treatment under an  
55 arrangement with a clinic as authorized under subsection (b) of this section.

56 (f) For purposes of this section, "otherwise eligible for licensure" means the satisfaction  
57 of all the requirements for licensure as listed in section eight of this article and in the legislative  
58 rules promulgated thereunder, excepting the fee requirements of subsection (a), section eleven  
59 of this article and of the legislative rules promulgated by the board relating to fees.

60 (g) Nothing in this section may be construed as requiring the board to issue a special  
61 volunteer occupational therapist license to any occupational therapist whose occupational  
62 therapist license is or has been subject to any disciplinary action or to any occupational therapist  
63 who has surrendered an occupational therapist license or caused such license to lapse, expire  
64 and become invalid in lieu of having a complaint initiated or other action taken against his or her  
65 occupational therapist license, or who has elected to place an occupational therapist license in  
66 inactive status in lieu of having a complaint initiated or other action taken against his or her  
67 occupational therapist license, or who has been denied an occupational therapist license.

68           (h) Any policy or contract of liability insurance providing coverage for liability sold, issued  
69 or delivered in this state to any occupational therapist covered under the provisions of this article  
70 shall be read so as to contain a provision or endorsement whereby the company issuing such  
71 policy waives or agrees not to assert as a defense on behalf of the policyholder or any beneficiary  
72 thereof, to any claim covered by the terms of such policy within the policy limits, the immunity  
73 from liability of the insured by reason of the care and treatment of needy and indigent patients by  
74 an occupational therapist who holds a special volunteer occupational therapist license or who  
75 renders such care and treatment under an arrangement with a clinic as authorized under  
76 subsection (b) of this section.