

# **WEST VIRGINIA LEGISLATURE**

## **2017 REGULAR SESSION**

**Introduced**

### **House Bill 2692**

BY DELEGATES O'NEAL, ELLINGTON, SUMMERS,  
SOBONYA, HOWELL, ARVON, HOUSEHOLDER, UPSON,  
COWLES, ROHRBACH AND FAST

[Introduced February 24, 2017; Referred  
to the Committee on Health and Human Resources  
then the Judiciary.]

1 A BILL to amend and reenact §30-3-10a of the Code of West Virginia, 1931, as amended; to  
 2 amend said code by adding thereto a new section designated §30-3E-4a of said code; to  
 3 amend and reenact §30-4-15 of said code; to amend and reenact §30-5-17 of said code;  
 4 to amend and reenact §30-7-6a of said code; to amend said code by adding thereto a new  
 5 section, designated §30-7A-6a; to amend and reenact §30-8-16 of said code; to amend  
 6 and reenact §30-14-12b of said code; to amend said code by adding thereto a new section  
 7 designated §30-16-7a; to amend and reenact §30-20-13 of said code; to amend and  
 8 reenact §30-21-17 of said code; and to amend and reenact §30-28-8a of said code, all  
 9 relating to allowing licensed professionals to donate time to the care of indigent and needy  
 10 in a clinical setting.

*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 said code be amended by adding thereto a new section designated §30-3E-4a;  
 3 that §30-4-15 of said code be amended and reenacted; that §30-5-17 of said code be amended  
 4 and reenacted; that §30-7-6a of said code be amended and reenacted; that said code be  
 5 amended by adding thereto a new section designated §30-7A-6a; that §30-8-16 of said code be  
 6 amended and reenacted; that §30-14-12b of said code be amended and reenacted; that  
 7 said code be amended by adding thereto a new section designated §30-16-7a; that §30-20-13 of  
 8 said code be amended and reenacted; that §30-21-17 of said code be amended and reenacted;  
 9 and that §30-28-8a of said code be 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 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 ~~(b)~~ (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. For the immunity under this subsection to apply, there must be a written  
31 agreement between the physician and the clinic pursuant to which the physician will provide  
32 voluntary noncompensated medical services under the control of the clinic to patients of the clinic  
33 before the rendering of any services by the physician at the clinic: *Provided*, That any clinic  
34 entering into such written agreement shall be required to maintain liability coverage of not less  
35 than \$1 million per occurrence.

36 ~~(e)~~ (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 is 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 under an arrangement with a clinic as authorized under subsection (b) of this section.

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

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

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

56 thereof, to any claim covered by the terms of such policy within the policy limits, the immunity  
 57 from liability of the insured by reason of the care and treatment of needy and indigent patients by  
 58 a physician who holds a special volunteer medical license or who renders such care and treatment  
 59 under an arrangement with a clinic as authorized under subsection (b) of this section: *Provided,*  
 60 That this subsection shall not apply to a terminated policy, terminated contract of liability insurance  
 61 or extended reporting endorsement attached thereto that provides “tail insurance” as defined by  
 62 section two, article twenty-d, chapter thirty-three of this code: *Provided, however,* That nothing  
 63 within this subsection shall be construed to extend coverage under a terminated policy or  
 64 terminated contract of liability insurance or any extended reporting endorsement attached thereto  
 65 to: (1) Alter or amend the effective policy period of any policy, contract of liability insurance or  
 66 extended reporting endorsement; or (2) cover the treatment of indigent and needy patients by a  
 67 physician who holds a special volunteer medical license or who renders such care and treatment  
 68 under an arrangement with a clinic as authorized under subsection (b) of this section.

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

#### **§30-3E-4a Special Volunteer physician assistant license: civil immunity for voluntary services rendered to indigents.**

1 (a) There is created a special volunteer physician assistant license for physician assistants  
 2 retired or retiring from active physician assistant practice who wish to donate their expertise for  
 3 the medical 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 medical license shall be issued by the West Virginia Board of Medicine or the West  
 6 Virginia Board of Osteopathic Medicine to physician assistants licensed or otherwise eligible for  
 7 licensure under this article and the rules promulgated hereunder without the payment of any  
 8 application fee, license fee or renewal fee, shall be issued for a fiscal year or part thereof, and  
 9 shall be renewable annually. The boards shall develop application forms for the special license  
 10 provided for in this subsection which shall contain the physician assistant’s acknowledgment that:

11 (1) The physician assistant's practice under the special volunteer medical license will be  
12 exclusively and totally devoted to providing medical care to needy and indigent persons in West  
13 Virginia; (2) the physician assistant will not receive any payment or compensation, either direct or  
14 indirect, or have the expectation of any payment or compensation, but may donate to the clinic  
15 the proceeds of any reimbursement for any medical services rendered under the special volunteer  
16 medical license; (3) the physician assistant will supply any supporting documentation that the  
17 boards may reasonably require; and (4) the physician assistant agrees to continue to participate  
18 in continuing medical education as required of physician assistants in active practice.

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

25 (c) Any physician assistant who renders any medical service to indigent and needy  
26 patients of a clinic organized, in whole or in part, for the delivery of health care services without  
27 charge under a special volunteer medical license authorized under subsection (a) of this section  
28 or under an arrangement with a clinic as authorized under subsection (b) of this section without  
29 payment or compensation or the expectation or promise of payment or compensation is immune  
30 from liability for any civil action arising out of any act or omission resulting from the rendering of  
31 the medical service at the clinic unless the act or omission was the result of the physician  
32 assistant's gross negligence or willful misconduct. For the immunity under this subsection to  
33 apply, there must be a written agreement between the physician assistant and the clinic pursuant  
34 to which the physician assistant will provide voluntary noncompensated medical services under  
35 the control of the clinic to patients of the clinic before the rendering of any services by the  
36 physician assistant at the clinic: *Provided*, That any clinic entering into such written agreement

37 shall be required to maintain liability coverage of not less than \$1 million per occurrence.

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

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

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

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

63 section: *Provided*, That this subsection shall not apply to a terminated policy, terminated contract  
64 of liability insurance or extended reporting endorsement attached thereto that provides “tail  
65 insurance” as defined by section two, article twenty-d, chapter thirty-three of this code: *Provided*,  
66 *however*, That nothing within this subsection shall be construed to extend coverage under a  
67 terminated policy or terminated contract of liability insurance or any extended reporting  
68 endorsement attached thereto to: (1) Alter or amend the effective policy period of any policy,  
69 contract of liability insurance or extended reporting endorsement; or (2) cover the treatment of  
70 indigent and needy patients by a physician assistant who holds a special volunteer medical  
71 license or who renders such care and treatment under an arrangement with a clinic as authorized  
72 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,  
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 dental  
11 hygienist’s acknowledgment that: (1) The dentist or dental hygienist’s practice under the special  
12 volunteer dentist or dental hygienist license will be exclusively devoted to providing dentistry or  
13 dental hygiene care to needy and indigent persons in West Virginia; (2) The dentist or dental



14 hygienist will not receive any payment or compensation, either direct or indirect, or have the  
15 expectation of any payment or compensation but may donate to the clinic the proceeds of any  
16 reimbursement, for any dentistry or dental hygiene services rendered under the special  
17 volunteer dentist or dental hygienist license; (3) The dentist or dental hygienist will supply any  
18 supporting documentation that the board may reasonably require; and (4) The dentist or dental  
19 hygienist agrees to continue to participate in continuing professional education as required by  
20 the board for the special volunteer dentist or dental hygienist.

21 (b) Any person engaged in the active practice of dentistry and dental hygiene in this state  
22 whose license is in good standing may donate their expertise for the care and treatment of indigent  
23 and needy patients under 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 under an  
25 arrangement may be performed in either the office of the dentist or dental hygienist or the clinic  
26 setting.

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

40 agreement is required to maintain liability coverage of not less than \$1 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 dentist or dental hygienist rendering voluntary dental  
44 hygiene services at or for the clinic under a special volunteer dentist or dental hygienist license  
45 authorized under subsection (a) of this section or who renders such care and treatment under an  
46 arrangement with a clinic as authorized under 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 eight of this article and in the legislative  
49 rules promulgated thereunder, except the fee requirements of subdivision (6) of said 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 dentist or dental hygienist license to any dental hygienist whose license is or has  
53 been subject to any disciplinary action or to any dentist or dental hygienist who has  
54 surrendered a license or caused such license to lapse, expire and become invalid in lieu of  
55 having a complaint initiated or other action taken against his or her dentist or dental hygienist  
56 license, or who has elected to place a dentist or dental hygienist license in inactive status in  
57 lieu of having a complaint initiated or other action taken against his or her license, or who has  
58 been denied a dentist or dental hygienist 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 dentist or dental hygienist covered under the provisions of  
61 this 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 dentist or dental hygienist who holds a special volunteer dentist or dental hygienist

66 license or who renders such care and treatment under an arrangement with a clinic as authorized  
67 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 exclusively  
12 devoted to providing pharmacist care to needy and indigent persons in West Virginia; (2) The  
13 pharmacist may not receive any payment or compensation, either direct or indirect, or have the  
14 expectation of any payment or compensation, but may donate to the clinic the proceeds of any  
15 reimbursement for any pharmacist care rendered under the special volunteer pharmacist license;  
16 (3) The pharmacist will supply any supporting documentation that the board may reasonably  
17 require; and (4) The pharmacist agrees to continue to participate in continuing professional  
18 education as required by the board for the special volunteer pharmacist license.

19 (b) Any person engaged in the active practice of pharmacist care in this state whose

20 license is in good standing may donate their expertise for the care and treatment of indigent and  
21 needy patients under an arrangement with a clinic organized, in whole or in part, for the delivery  
22 of health care services without charge to the patient. Services rendered under an arrangement  
23 may be performed in either the pharmacist's office or the clinic setting.

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

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

43       ~~(d)~~ (e) For purposes of this section, "otherwise eligible for licensure" means the satisfaction  
44 of all the requirements for licensure as listed in section nine of this article and in the legislative  
45 rules promulgated thereunder, except the fee requirements of that section and of the legislative

46 rules promulgated by the board relating to fees.

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

54 ~~(f)~~ (g) Any policy or contract of liability insurance providing coverage for liability sold,  
55 issued or delivered in this state to any pharmacist covered under the provisions of this article shall  
56 be 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 a pharmacist who holds a special volunteer pharmacist license or who renders such care and  
61 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: (1) The registered professional nurse's  
12 practice under the special volunteer registered professional nurse license will be exclusively  
13 devoted to providing nursing care to needy and indigent persons in West Virginia; (2) the  
14 registered professional nurse will not receive any payment or compensation, either direct or  
15 indirect, or have the expectation of any payment or compensation but may donate to the clinic the  
16 proceeds of any reimbursement, for any nursing services rendered under the special volunteer  
17 registered professional nurse license; (3) the registered professional nurse will supply any  
18 supporting documentation that the board may reasonably require; and (4) the registered  
19 professional nurse agrees to continue to participate in continuing education as required by the  
20 board for the special volunteer registered professional nurse license.

21 (b) Any person engaged in the active practice of nursing in this state whose license is in  
22 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 registered professional nurse or the clinic setting.

26 ~~(b)~~ (c) Any registered professional nurse who renders nursing service to indigent and  
27 needy patients of a clinic organized, in whole or in part, for the delivery of health care services  
28 without charge under a special volunteer registered professional nurse license authorized under  
29 subsection (a) of this section or under an arrangement with a clinic as authorized under subsection  
30 (b) of this section without payment or compensation or the expectation or promise of payment or  
31 compensation is immune from liability for any civil action arising out of any act or omission  
32 resulting from the rendering of the nursing service at the clinic unless the act or omission was the  
33 result of the registered professional nurse's gross negligence or willful misconduct. For the

34 immunity under this subsection to apply, there must be a written agreement between the  
35 registered professional nurse and the clinic pursuant to which the registered professional nurse  
36 will provide voluntary uncompensated nursing services under the control of the clinic to patients  
37 of the clinic before the rendering of any services by the registered professional nurse at the clinic:  
38 *Provided*, That any clinic entering into such written agreement is required to maintain liability  
39 coverage of not less than \$1 million per occurrence.

40 ~~(e)~~ (d) Notwithstanding the provisions of subsection (b) 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 a registered professional nurse rendering voluntary  
43 nursing services at or for the clinic under a special volunteer registered professional nurse license  
44 authorized under subsection (a) of this section or who renders such care and treatment under an  
45 arrangement with a clinic as authorized under subsection (b) of this section.

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

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

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

## **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 clinic 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 under this  
7 article and the legislative 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: (1) The licensed practical nurse's practice under the special  
12 volunteer licensed practical nurse license will be exclusively devoted to providing nursing care to  
13 needy and indigent persons in West Virginia; (2) the licensed practical nurse will not receive any  
14 payment or compensation, either direct or indirect, or have the expectation of any payment or  
15 compensation but may donate to the clinic the proceeds of any reimbursement, for any nursing  
16 services rendered under the special volunteer licensed practical nurse license; (3) the licensed



17 practical nurse will supply any supporting documentation that the board may reasonably require;  
18 and (4) the licensed practical nurse agrees to continue to participate in continuing education as  
19 required by the board for the special volunteer licensed practical nurse license.

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

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

43 subsection (a) of this section or who renders such care and treatment under an arrangement with  
44 a clinic as authorized under 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 as listed in section six of this article and in the legislative rules  
47 promulgated thereunder, except the fee requirements of that section and of the legislative rules  
48 promulgated by the board relating to fees.

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

56 (g) Any policy or contract of liability insurance providing coverage for liability sold, issued  
57 or delivered in this state to any licensed practical nurse covered under the provisions of this article  
58 shall be read so as to contain a provision or endorsement whereby the company issuing such  
59 policy 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 licensed practical nurse who holds a special volunteer licensed practical nurse license or who  
63 renders such care and treatment under an arrangement with a clinic as authorized under  
64 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: (1) The optometrist's  
11 practice under the special volunteer license will be exclusively devoted to providing optometrical  
12 care to needy and indigent persons in West Virginia; (2) the optometrist will not receive any  
13 payment or compensation, either direct or indirect, or have the expectation of any payment or  
14 compensation but may donate to the clinic the proceeds of any reimbursement, for any  
15 optometrical services rendered under the special volunteer license; (3) the optometrist will supply  
16 any supporting documentation that the board may reasonably require; and (4) the optometrist  
17 agrees to continue to participate in continuing education as required by the board for a special  
18 volunteer license.

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

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

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

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

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

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

51 ~~(h)~~ (i) Any policy or contract of liability insurance providing coverage for liability sold, issued  
52 or delivered in this state to any optometrist covered under the provisions of this article shall be  
53 read so as to contain a provision or endorsement whereby the company issuing such policy

54 waives or agrees not to assert as a defense on behalf of the policyholder or any beneficiary  
55 thereof, to any claim covered by the terms of such policy within the policy limits, the immunity  
56 from liability of the insured by reason of the care and treatment of needy and indigent patients by  
57 an optometrist who holds a special volunteer license or who renders such care and treatment  
58 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       ~~(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 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. For the immunity under this subsection to apply, there must be a written  
31 agreement between the physician and the clinic pursuant to which the physician will provide  
32 voluntary noncompensated medical services under the control of the clinic to patients of the clinic  
33 before the rendering of any services by the physician at the clinic: *Provided*, That any clinic  
34 entering into such written agreement shall be required to maintain liability coverage of not less  
35 than \$1 million per occurrence.

36       ~~(e)~~ (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 under an arrangement with a clinic as authorized under  
41 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  
50 action taken against his or her medical license, or who has elected to place a medical license  
51 in inactive status in lieu of having a complaint initiated or other action taken against his or her  
52 medical 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 under an arrangement with a clinic as authorized under subsection (b) of this section: *Provided,*  
61 That this subsection shall not apply to a terminated policy, terminated contract of liability insurance  
62 or extended reporting endorsement attached thereto that provides "tail insurance" as defined by  
63 section two, article twenty-d, chapter thirty-three of this code: *Provided, however, That nothing*  
64 within this subsection shall be construed to extend coverage under a terminated policy or  
65 terminated contract of liability insurance or any extended reporting endorsement attached thereto  
66 to: (1) Alter or amend the effective policy period of any policy, contract of liability insurance or  
67 extended reporting endorsement; or (2) cover the treatment of indigent and needy patients by a  
68 physician who holds a special volunteer medical license or who renders such care and treatment  
69 under an arrangement with a clinic as authorized under subsection (b) of this section.

## 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 under this article and the legislative rules promulgated hereunder without the  
7 payment of an application fee, license fee or renewal fee, and the initial license shall be issued  
8 for the 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: (1) The applicant's  
11 practice under the special volunteer license will be exclusively devoted to providing chiropractic  
12 care to needy and indigent persons in West Virginia; (2) The applicant may not receive any  
13 payment or compensation, either direct or indirect, or have the expectation of any payment or  
14 compensation but may donate to the clinic the proceeds of any reimbursement for any chiropractic  
15 services rendered under the special volunteer license; (3) The applicant shall supply any  
16 supporting documentation that the board may reasonably require; and (4) The applicant shall  
17 continue to participate in continuing education as required by the board for special volunteer  
18 chiropractors licenses.

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

24           (c) Any chiropractor who renders any chiropractic service to indigent and needy patients



25 of a clinic organized, in whole or in part, for the delivery of health care services without charge  
26 under a special volunteer license authorized under subsection (a) of this section or under an  
27 arrangement with a clinic as authorized under subsection (b) of this section without payment or  
28 compensation or the expectation or promise of payment or compensation is immune from liability  
29 for any civil action arising out of any act or omission resulting from the rendering of the chiropractic  
30 service at the clinic unless the act or omission was the result of gross negligence or willful  
31 misconduct on the part of the chiropractor. For the immunity under this subsection to apply, there  
32 must be a written agreement between the chiropractor and the clinic stating that the chiropractor  
33 will provide voluntary uncompensated chiropractic services under the control of the clinic to  
34 patients of the clinic before the rendering of any services by the chiropractor at the clinic: *Provided,*  
35 That any clinic entering into such written agreement is required to maintain liability coverage of ot  
36 less than \$1 million per occurrence.

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

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

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

51 (g) Any policy or contract of liability insurance providing coverage for liability sold, issued  
52 or delivered in this state to any chiropractor covered under the provisions of this article shall be  
53 read so as to contain a provision or endorsement whereby the company issuing such policy  
54 waives or agrees not to assert as a defense on behalf of the policy holder or any beneficiary there  
55 of the policy, to any claim covered by the terms of the policy within the policy limits, the immunity  
56 from liability of the insured by reason of the care and treatment of needy and indigent patients by  
57 a chiropractor who holds a special volunteer license or who renders such care and treatment  
58 under an 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: (1) The applicant's  
12 practice under the special volunteer license will be exclusively devoted to providing physical  
13 therapy care to needy and indigent persons in West Virginia; (2) the applicant may not receive  
14 any payment or compensation, either direct or indirect, or have the expectation of any payment  
15 or compensation but may donate to the clinic the proceeds of any reimbursement for any physical

16 therapy services rendered under the special volunteer license; (3) the applicant shall supply any  
17 supporting documentation that the board may reasonably require; and (4) the applicant shall  
18 continue to participate in continuing education as required by the board for special volunteer  
19 physical therapists or physical therapist assistants license, as the case may be.

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

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

40 ~~(c)~~ (d) Notwithstanding the provisions of subsection (b) 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 a physical therapist or physical therapist assistant  
43 rendering voluntary physical therapy services at or for the clinic under a special volunteer license  
44 authorized under this section or who renders such care and treatment under an arrangement with  
45 a clinic as authorized under subsection (b) of this section.

46       ~~(d)~~ (e) For purposes of this section, “otherwise eligible for licensure” means the satisfaction  
47 of all the requirements for licensure for a physical therapist or physical therapist assistant, as  
48 the case may be, except the fee requirements.

49       ~~(e)~~ (f) Nothing in this section may be construed as requiring the board to issue a special  
50 volunteer license to any physical therapist or physical therapist assistant whose license is or has  
51 been subject to any disciplinary action or to any physical therapist or physical therapist assistant  
52 who has surrendered a license or caused a license to lapse, expire and become invalid in lieu of  
53 having a complaint initiated or other action taken against his or her license, or who has elected to  
54 place a license in inactive status in lieu of having a complaint initiated or other action taken against  
55 his or her license or who has been denied a 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 physical therapist or physical therapist assistant covered  
58 under the provisions of this article shall be read so as to contain a provision or endorsement  
59 whereby the company issuing such policy waives or agrees not to assert as a defense on behalf  
60 of the policy holder or any beneficiary there of the policy, to any claim covered by the terms of the  
61 policy within the policy limits, the immunity from liability of the insured by reason of the care and  
62 treatment of needy and indigent patients by a physical therapist or physical therapist assistant  
63 who holds a special volunteer license or who renders such care and treatment under an  
64 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: (1) The psychologist's practice under the special volunteer  
12 psychologists license will be exclusively devoted to providing psychological care to needy and  
13 indigent persons in West Virginia; (2) the psychologist will not receive any payment or  
14 compensation, either direct or indirect, or have the expectation of any payment or compensation  
15 but may donate to the clinic the proceeds of any reimbursement, for any psychological services  
16 rendered under the special volunteer psychological license; (3) the psychologist will supply any  
17 supporting documentation that the board may reasonably require; and (4) the psychologist agrees  
18 to continue to participate in continuing education as required by the board for a special volunteer  
19 psychologists license.

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

25 ~~(b)~~ (c) Any psychologist who renders any psychological service to indigent and needy  
26 patients of a clinic organized, in whole or in part, for the delivery of health care services without

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

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

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

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

53 inactive status in lieu of having a complaint initiated or other action taken against his or her  
54 license, or who has been denied a psychologist license.

55 ~~(f)~~ (g) Any policy or contract of liability insurance providing coverage for liability sold,  
56 issued or delivered in this state to any psychologist covered under the provisions of this article,  
57 shall be read so as to contain a provision or endorsement whereby the company issuing such  
58 policy waives or agrees not to assert as a defense on behalf of the policyholder or any beneficiary  
59 thereof, to any claim covered by the terms of such policy within the policy limits, the immunity  
60 from liability of the insured by reason of the care and treatment of needy and indigent patients by  
61 a psychologist who holds a special volunteer psychologist license or who renders such care and  
62 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: (1) The occupational therapist's  
12 practice under the special volunteer occupational therapist license will be exclusively devoted to  
13 providing occupational therapy care to needy and indigent persons in West Virginia; (2) the

14 occupational therapist will not receive any payment or compensation, either direct or indirect, or  
15 have the expectation of any payment or compensation but may donate to the clinic the proceeds  
16 of any reimbursement, for any occupational therapy services rendered under the special volunteer  
17 occupational therapist license; (3) the occupational therapist will supply any supporting  
18 documentation that the board may reasonably require; and (4) the occupational therapist agrees  
19 to continue to participate in continuing education as required by the board for a special volunteer  
20 occupational therapists license.

21 (b) Any person engaged in the active practice of occupational therapy 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 occupational therapist's office or the clinic setting.

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



40           ~~(c)~~ (d) Notwithstanding the provisions of subsection (b) 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 occupational therapist rendering voluntary  
43 occupational therapy services at or for the clinic under a special volunteer occupational therapist  
44 license authorized under subsection (a) of this section or who renders such care and treatment  
45 under an arrangement with a clinic as authorized under subsection (b) of this section.

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

50           ~~(e)~~ (f) Nothing in this section may be construed as requiring the board to issue a special  
51 volunteer occupational therapist license to any occupational therapist whose occupational  
52 therapist license is or has been subject to any disciplinary action or to any occupational therapist  
53 who has surrendered an occupational therapist license or caused such license to lapse, expire  
54 and become invalid in lieu of having a complaint initiated or other action taken against his or her  
55 occupational therapist license, or who has elected to place an occupational therapist license in  
56 inactive status in lieu of having a complaint initiated or other action taken against his or her  
57 occupational therapist license, or who has been denied an occupational therapist 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 occupational therapist covered under the provisions of this  
60 article shall be read so as to contain a provision or endorsement whereby the company issuing  
61 such policy waives or agrees not to assert as a defense on behalf of the policyholder or any  
62 beneficiary thereof, to any claim covered by the terms of such policy within the policy limits, the  
63 immunity from liability of the insured by reason of the care and treatment of needy and indigent  
64 patients by an occupational therapist who holds a special volunteer occupational therapist license  
65 or who renders such care and treatment under an arrangement with a clinic as authorized under

66 subsection (b) of this section.

NOTE: The purpose of this bill is to allow certain actively licensed health care professionals to donate their time to the care of the indigent and the needy under a program currently in place for retired or retiring health care professionals. This bill also amends the program to allow health care professionals to see indigent and needy patients in their own offices or in the clinic setting provided for by the entity coordinating the patient's care as provided for by this program. This bill also adds new sections of code allow physician assistants, licensed practical nurses and chiropractors to donate their time under the same manner as the code allows other health care providers.

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