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THIRD REPRINT

S.B. 161

SENATE BILL NO. 161—SENATORS SCHEIBLE, D. HARRIS, SPEARMAN, CANNIZZARO, SEEVERS GANSERT; DALY, DONATE, DONDERO LOOP, FLORES, GOICOECHEA, HANSEN, KRASNER, NEAL, NGUYEN, OHRENSCHALL, PAZINA AND STONE

FEBRUARY 15, 2023

Referred to Committee on Health and Human Services

SUMMARY—Makes revisions relating to personal health and wellness. (BDR 38-811)

FISCAL NOTE: Effect on Local Government: No.  
Effect on the State: Yes.

CONTAINS UNFUNDED MANDATE (§ 15 & NRS 287.010)  
(NOT REQUESTED BY AFFECTED LOCAL GOVERNMENT)

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EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to personal health; expanding required insurance coverage of contraception; providing for the use of benefits under certain federal programs for persons with low incomes to purchase menstrual products; authorizing the establishment of a program to assist certain recipients of public assistance in the purchase of menstrual products; authorizing certain persons and entities to acquire controlled substances and dangerous drugs directly from an outsourcing facility; revising requirements governing the dispensing of a drug used for contraception; enacting the Interstate Massage Compact; increasing the number of members of the Board of Massage Therapy required to constitute a quorum for the purposes of transacting the business of the Board; clarifying that a pharmacy benefit manager is subject to certain provisions of law governing an insurer for which the pharmacy benefit manager manages prescription drug coverage; and providing other matters properly relating thereto.



\* S B 1 6 1 R 3 \*

**Legislative Counsel's Digest:**

1 Existing law requires public and private policies of insurance regulated under  
2 Nevada law to include coverage for up to a 12-month supply of contraceptive  
3 drugs. (NRS 287.010, 287.04335, 422.27172, 689A.0418, 689B.0378, 689C.1676,  
4 695A.1865, 695B.1919, 695C.1696, 695G.1715) **Sections 1, 11 and 14-20** of this  
5 bill prohibit an insurer from requiring an insured to obtain prior authorization  
6 before receiving a contraceptive drug. **Sections 1 and 14-20** also require an insurer to:  
7 to: (1) cover certain contraceptive services when provided by a pharmacist to the  
8 same extent as if the services were provided by another provider of health care in  
9 certain circumstances; and (2) reimburse a pharmacist for providing such services  
10 at a rate that is not less than the rate provided to a physician, physician assistant or  
11 advanced practice registered nurse. **Sections 1 and 14-20** additionally prescribe  
12 certain limitations on the imposition of a copayment or coinsurance for a drug for  
13 contraception. **Section 10** of this bill requires an insurer to: (1) demonstrate the  
14 capacity to adequately deliver family planning services provided by pharmacists to  
15 covered persons; and (2) make available to covered persons a notice of pharmacists  
16 and pharmacies that are available to provide family planning services to covered  
17 persons through the network of the insurer. **Sections 12 and 13** of this bill make  
18 conforming changes to indicate the proper placement of **section 10** in the Nevada  
19 Revised Statutes.

20 Existing law imposes certain duties on a pharmacy benefit manager. (NRS  
21 683A.178) **Section 9** of this bill clarifies that a pharmacy benefit manager that  
22 manages prescription drug benefits for an insurer is required to comply with the  
23 same provisions of the Nevada Insurance Code as are applicable to the insurer.

24 Existing law authorizes the Department of Health and Human Services to enter  
25 into a contract with a pharmacy benefit manager or a health maintenance  
26 organization to manage, direct and coordinate all payments and rebates for  
27 prescription drugs and all other services and payments relating to the provision of  
28 prescription drugs under the State Plan for Medicaid and the Children's Health  
29 Insurance Program. (NRS 422.4053) **Section 2** of this bill requires such a contract  
30 to require the pharmacy benefit manager or health maintenance organization to  
31 comply with certain provisions of law regarding the provision of prescription drugs  
32 under the State Plan for Medicaid and the Children's Health Insurance Program.

33 Existing federal law establishes the Supplemental Nutrition Assistance  
34 Program, which provides assistance to certain low-income families for the purchase  
35 of food. (7 U.S.C. §§ 2011 et seq.) Existing federal law also establishes the Special  
36 Supplemental Nutrition Program for Women, Infants and Children, which provides,  
37 through eligible local agencies, nutrition education and supplemental foods to  
38 pregnant women, mothers, infants and children less than 5 years of age with low  
39 household incomes. (42 U.S.C. § 1786) Existing law requires the Department of  
40 Health and Human Services to administer these programs within this State. (NRS  
41 422A.338) **Section 3** of this bill requires the Department to authorize recipients of  
42 benefits provided under those programs to use such benefits to purchase menstrual  
43 products: (1) to the extent authorized by federal law; and (2) to the extent that  
44 federal funding is available. This bill also authorizes the Department to: (1)  
45 establish and administer a program to provide assistance for the purpose of  
46 purchasing menstrual products to recipients of benefits provided through programs  
47 for which the Division of Welfare and Supportive Services of the Department is  
48 responsible; and (2) accept gifts, grants and donations for the purposes of  
49 establishing such a program.

50 Existing law imposes certain requirements governing the purchase and sale of  
51 controlled substances and dangerous drugs. (NRS 639.268) Existing regulations  
52 prescribe certain requirements concerning the operation of outsourcing facilities,  
53 which are federally registered facilities that engage in the compounding of drugs.  
54 (NAC 639.691-639.6916) Those requirements include requirements that an



55 outsourcing facility: (1) be licensed by the State Board of Pharmacy as a  
56 manufacturer; and (2) comply with regulatory requirements governing  
57 manufacturers. (NAC 639.6915) **Section 5** of this bill authorizes a person or entity  
58 authorized to dispense controlled substances and dangerous drugs to purchase or  
59 otherwise acquire controlled substances and dangerous drugs compounded or  
60 repackaged by an outsourcing facility directly from the outsourcing facility.  
61 **Section 4** of this bill makes a conforming change to update an internal reference  
62 changed by **section 5**.

63 Existing law requires a pharmacist to dispense up to a 12-month supply of  
64 contraceptives or therapeutic equivalent or any amount which covers the remainder  
65 of the plan year, whichever is less, pursuant to a valid prescription or order if: (1)  
66 the patient has previously received a 3-month supply of the same drug; (2) the  
67 patient has previously received a 9-month supply of the same drug or a supply of  
68 the same drug for the balance of the plan year in which the 3-month supply was  
69 prescribed or ordered, whichever is less; (3) the patient is insured by the same  
70 health insurance plan; and (4) a provider of health care has not specified in the  
71 prescription or order that a different supply of the drug is necessary. (NRS  
72 639.28075) If a patient is not currently using a contraceptive or therapeutic  
73 equivalent, **section 6** of this bill requires a pharmacist to dispense a full 3-month  
74 supply or the amount designated by the prescription or order, whichever is less,  
75 pursuant to a valid prescription or order unless the patient is unable or unwilling to  
76 pay the applicable charge, copayment or coinsurance. If the patient is currently  
77 using the contraceptive or therapeutic equivalent, **section 6** requires a pharmacist to  
78 dispense a full 9-month supply or a full 12-month supply, as applicable, any  
79 amount designated by the prescription or order or any amount which covers the  
80 remainder of the plan year, whichever is less, pursuant to a valid prescription or  
81 order unless the patient is unable or unwilling to pay the applicable charge,  
82 copayment or coinsurance.

83 Existing law authorizes the Board of Massage Therapy to issue a license to  
84 practice massage therapy and sets forth the requirements that an applicant for a  
85 license must satisfy in order to become licensed. (NRS 640C.580) **Section 7** of this  
86 bill adopts the Interstate Massage Compact, creating a multistate license with  
87 uniform licensing requirements, including a national licensing examination, for use  
88 by licensees in all member states.

89 The Compact requires that, in order to be eligible to join the Compact and  
90 maintain eligibility as a member state, a state must: (1) license and regulate the  
91 practice of massage therapy; (2) have a mechanism or entity in place to receive and  
92 investigate complaints from the public, regulatory or law enforcement agencies or  
93 the Interstate Massage Compact Commission about licensees practicing in that  
94 state; (3) accept passage of a national licensing examination as a criterion for  
95 massage therapy licensure in that state; (4) require that licensees satisfy educational  
96 requirements before being licensed; (5) implement procedures for requiring  
97 background checks for a multistate license and other reporting requirements; (6)  
98 have continuing competence requirements; (7) participate in the Compact's data  
99 system; (8) notify the Commission and other member states of any disciplinary  
100 action taken against a licensee practicing under a multistate license; (9) comply  
101 with any rules of the Commission; and (10) accept licensees with valid multistate  
102 licenses from other member states. An applicant for a multistate license must: (1)  
103 hold a license to practice massage therapy in a member state; (2) complete 625  
104 hours of massage therapy education or the substantial equivalent; (3) pass a  
105 national licensing examination or the substantial equivalent; (4) submit to and pass  
106 a background check; and (5) pay all required fees.

107 The Compact: (1) establishes the Interstate Massage Compact Commission as a  
108 joint governmental agency whose membership consists of all member states; and  
109 (2) provides for the Commission's rules and governance. The Compact also



110 establishes a data system, provided for by the Commission, and requires member  
111 states to submit uniform data to the data system on all individuals to whom the  
112 Compact is applicable.

113 The Compact provides additional provisions to carry out the Compact,  
114 including providing procedures for the taking of adverse actions against licensees,  
115 provisions for active military members or their spouses, provisions for rulemaking  
116 by the Commission, provisions for oversight and dispute resolution and procedures  
117 for amendments and withdrawals. The Compact takes effect on the date on which  
118 the Compact is enacted into law by the seventh member state.

119 Existing law provides that four members of the Board of Massage Therapy  
120 constitute a quorum for the purposes of transacting the business of the Board. (NRS  
121 640C.180) **Section 8** of this bill increases the number of board members needed to  
122 constitute a quorum from four to five.

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

1 **Section 1.** NRS 422.27172 is hereby amended to read as  
2 follows:

3 422.27172 1. The Director shall include in the State Plan for  
4 Medicaid a requirement that the State pay the nonfederal share of  
5 expenditures incurred for:

6 (a) Up to a 12-month supply, per prescription, of any type of  
7 drug for contraception or its therapeutic equivalent which is:

8 (1) Lawfully prescribed or ordered;

9 (2) Approved by the Food and Drug Administration; and

10 (3) Dispensed in accordance with NRS 639.28075;

11 (b) Any type of device for contraception which is lawfully  
12 prescribed or ordered and which has been approved by the Food and  
13 Drug Administration;

14 (c) Self-administered hormonal contraceptives dispensed by a  
15 pharmacist pursuant to NRS 639.28078;

16 (d) Insertion or removal of a device for contraception;

17 (e) Education and counseling relating to the initiation of the use  
18 of contraceptives and any necessary follow-up after initiating such  
19 use;

20 (f) Management of side effects relating to contraception; and

21 (g) Voluntary sterilization for women.

22 2. Except as otherwise provided in subsections 4 and 5, to  
23 obtain any benefit provided in the Plan pursuant to subsection 1, a  
24 person enrolled in Medicaid must not be required to:

25 (a) Pay a higher deductible, any copayment or coinsurance; or

26 (b) Be subject to a longer waiting period or any other condition.

27 3. The Director shall ensure that the provisions of this section  
28 are carried out in a manner which complies with the requirements  
29 established by the Drug Use Review Board and set forth in the list



1 of preferred prescription drugs established by the Department  
2 pursuant to NRS 422.4025.

3 4. The Plan may require a person enrolled in Medicaid to pay a  
4 higher deductible, copayment or coinsurance for a drug for  
5 contraception if the person refuses to accept a therapeutic equivalent  
6 of the contraceptive drug.

7 5. For each method of contraception which is approved by the  
8 Food and Drug Administration, the Plan must include at least one  
9 contraceptive drug or device for which no deductible, copayment or  
10 coinsurance may be charged to the person enrolled in Medicaid, but  
11 the Plan may charge a deductible, copayment or coinsurance for any  
12 other contraceptive drug or device that provides the same method of  
13 contraception. *If the Plan requires a person enrolled in Medicaid  
14 to pay a copayment or coinsurance for a drug for contraception,  
15 the Plan may only require the person to pay the copayment or  
16 coinsurance:*

17 (a) *Once for the entire amount of the drug dispensed for the  
18 plan year; or*

19 (b) *Once for each 1-month supply of the drug dispensed.*

20 6. *The Plan must provide for the reimbursement of a  
21 pharmacist for providing services described in subsection 1 that  
22 are within the scope of practice of the pharmacist to the same  
23 extent as if the services were provided by another provider of  
24 health care. The Plan must not limit:*

25 (a) *Coverage for such services provided by a pharmacist to a  
26 number of occasions less than the coverage for such services when  
27 provided by another provider of health care.*

28 (b) *Reimbursement for such services provided by a pharmacist  
29 to an amount less than the amount reimbursed for similar services  
30 provided by a physician, physician assistant or advanced practice  
31 registered nurse.*

32 7. *The Plan must not require a recipient of Medicaid to  
33 obtain prior authorization for the benefits described in paragraphs  
34 (a) and (c) of subsection 1.*

35 8. As used in this section:

36 (a) "Drug Use Review Board" has the meaning ascribed to it in  
37 NRS 422.402.

38 (b) *"Provider of health care" has the meaning ascribed to it in  
39 NRS 629.031.*

40 (c) "Therapeutic equivalent" means a drug which:

41 (1) Contains an identical amount of the same active  
42 ingredients in the same dosage and method of administration as  
43 another drug;



1 (2) Is expected to have the same clinical effect when  
2 administered to a patient pursuant to a prescription or order as  
3 another drug; and

4 (3) Meets any other criteria required by the Food and Drug  
5 Administration for classification as a therapeutic equivalent.

6 **Sec. 2.** NRS 422.4053 is hereby amended to read as follows:

7 422.4053 1. Except as otherwise provided in subsection 2,  
8 the Department shall directly manage, direct and coordinate all  
9 payments and rebates for prescription drugs and all other services  
10 and payments relating to the provision of prescription drugs under  
11 the State Plan for Medicaid and the Children's Health Insurance  
12 Program.

13 2. The Department may enter into a contract with:

14 (a) A pharmacy benefit manager for the provision of any  
15 services described in subsection 1.

16 (b) A health maintenance organization pursuant to NRS 422.273  
17 for the provision of any of the services described in subsection 1 for  
18 recipients of Medicaid or recipients of insurance through the  
19 Children's Health Insurance Program who receive coverage through  
20 a Medicaid managed care program.

21 (c) One or more public or private entities from this State, the  
22 District of Columbia or other states or territories of the United States  
23 for the collaborative purchasing of prescription drugs in accordance  
24 with subsection 3 of NRS 277.110.

25 3. A contract entered into pursuant to paragraph (a) or (b) of  
26 subsection 2 must:

27 (a) Include the provisions required by NRS 422.4056; ~~and~~

28 (b) Require the pharmacy benefit manager or health  
29 maintenance organization, as applicable, to disclose to the  
30 Department any information relating to the services covered by the  
31 contract, including, without limitation, information concerning  
32 dispensing fees, measures for the control of costs, rebates collected  
33 and paid and any fees and charges imposed by the pharmacy benefit  
34 manager or health maintenance organization pursuant to the contract  
35 ~~and~~; and

36 *(c) Require the pharmacy benefit manager or health*  
37 *maintenance organization to comply with the provisions of this*  
38 *chapter regarding the provision of prescription drugs under the*  
39 *State Plan for Medicaid and the Children's Health Insurance*  
40 *Program to the same extent as the Department.*

41 4. In addition to meeting the requirements of subsection 3, a  
42 contract entered into pursuant to:

43 (a) Paragraph (a) of subsection 2 may require the pharmacy  
44 benefit manager to provide the entire amount of any rebates  
45 received for the purchase of prescription drugs, including, without



1 limitation, rebates for the purchase of prescription drugs by an entity  
2 other than the Department, to the Department.

3 (b) Paragraph (b) of subsection 2 must require the health  
4 maintenance organization to provide to the Department the entire  
5 amount of any rebates received for the purchase of prescription  
6 drugs, including, without limitation, rebates for the purchase of  
7 prescription drugs by an entity other than the Department, less an  
8 administrative fee in an amount prescribed by the contract. The  
9 Department shall adopt policies prescribing the maximum amount  
10 of such an administrative fee.

11 **Sec. 3.** Chapter 422A of NRS is hereby amended by adding  
12 thereto a new section to read as follows:

13 *1. To the extent authorized by federal law and to the extent*  
14 *that federal funding is available, the Department shall authorize*  
15 *recipients of benefits provided under Supplemental Nutrition*  
16 *Assistance or the Special Supplemental Nutrition Program for*  
17 *Women, Infants and Children established by 42 U.S.C. § 1786 to*  
18 *use such benefits to purchase menstrual products.*

19 *2. The Department shall take any action necessary to obtain*  
20 *federal authorization and federal funding to carry out the*  
21 *provisions of subsection 1, including, without limitation, applying*  
22 *for any necessary federal waiver.*

23 *3. To the extent that money is available for this purpose, the*  
24 *Department, through the Division, may establish and administer a*  
25 *program to provide assistance for the purpose of purchasing*  
26 *menstrual products to recipients of benefits provided through*  
27 *programs for which the Division is responsible. The Department*  
28 *may accept gifts, grants and donations from any source for the*  
29 *purpose of establishing and administering such a program.*

30 *4. As used in this section, "menstrual products" includes,*  
31 *without limitation, sanitary napkins, tampons or similar products*  
32 *used in connection with the menstrual cycle.*

33 **Sec. 4.** NRS 454.221 is hereby amended to read as follows:

34 454.221 1. A person who furnishes any dangerous drug  
35 except upon the prescription of a practitioner is guilty of a category  
36 D felony and shall be punished as provided in NRS 193.130, unless  
37 the dangerous drug was obtained originally by a legal prescription.

38 2. The provisions of this section do not apply to the furnishing  
39 of any dangerous drug by:

40 (a) A practitioner to his or her patients;

41 (b) A physician assistant licensed pursuant to chapter 630 or 633  
42 of NRS if authorized by the Board;

43 (c) A registered nurse while participating in a public health  
44 program approved by the Board, or an advanced practice registered



1 nurse who holds a certificate from the State Board of Pharmacy  
2 permitting him or her to dispense dangerous drugs;

3 (d) A manufacturer or wholesaler or pharmacy to each other or  
4 to a practitioner or to a laboratory under records of sales and  
5 purchases that correctly give the date, the names and addresses of  
6 the supplier and the buyer, the drug and its quantity;

7 (e) A hospital pharmacy or a pharmacy so designated by a  
8 county health officer in a county whose population is 100,000 or  
9 more, or by a district health officer in any county within its  
10 jurisdiction or, in the absence of either, by the Chief Medical Officer  
11 or the Chief Medical Officer's designated Medical Director of  
12 Emergency Medical Services, to a person or agency described in  
13 subsection ~~3~~ 4 of NRS 639.268 to stock ambulances or other  
14 authorized vehicles or replenish the stock; or

15 (f) A pharmacy in a correctional institution to a person  
16 designated by the Director of the Department of Corrections to  
17 administer a lethal injection to a person who has been sentenced to  
18 death.

19 **Sec. 5.** NRS 639.268 is hereby amended to read as follows:

20 639.268 1. A practitioner may purchase supplies of  
21 controlled substances, poisons, dangerous drugs and devices from a  
22 pharmacy by:

23 (a) Making an oral order to the pharmacy or transmitting an oral  
24 order through his or her agent, except an order for a controlled  
25 substance in schedule II; or

26 (b) If the order is for a controlled substance, presenting to the  
27 pharmacy a written order signed by the practitioner which contains  
28 his or her registration number issued by the Drug Enforcement  
29 Administration.

30 2. *Any person or entity authorized to dispense controlled*  
31 *substances and dangerous drugs, including, without limitation, a*  
32 *pharmacy, institutional pharmacy or practitioner, may:*

33 (a) *Purchase or otherwise acquire controlled substances and*  
34 *dangerous drugs compounded or repackaged by an outsourcing*  
35 *facility directly from the outsourcing facility without an order*  
36 *from a practitioner other than, where applicable, the practitioner*  
37 *purchasing or acquiring the controlled substance or dangerous*  
38 *drug; and*

39 (b) *Administer and dispense controlled substances and*  
40 *dangerous drugs purchased or acquired pursuant to paragraph (a)*  
41 *to the same extent as controlled substances and dangerous drugs*  
42 *acquired through other authorized means.*

43 3. A hospital pharmacy or a pharmacy designated for this  
44 purpose by a county health officer in a county whose population is  
45 100,000 or more, or by a district health officer in any county within





1 its jurisdiction or, in the absence of either, by the Chief Medical  
2 Officer or his or her designated medical director of emergency  
3 medical services, may sell to a person or agency described in  
4 subsection ~~[3]~~ 4 supplies of controlled substances to stock the  
5 ambulances or other authorized vehicles of such a person or agency  
6 or replenish the stock if:

7 (a) The person or agency is registered with the Drug  
8 Enforcement Administration pursuant to 21 C.F.R. Part 1301;

9 (b) The person in charge of the controlled substances is:

10 (1) A paramedic appropriately certified by the health  
11 authority;

12 (2) A registered nurse licensed by the State Board of  
13 Nursing; or

14 (3) A person who holds equivalent certification or licensure  
15 issued by another state; and

16 (c) Except as otherwise provided in this paragraph, the purchase  
17 order is countersigned by a physician or initiated by an oral order  
18 and may be made by the person or agency or transmitted by an agent  
19 of such a person or agency. An order for a controlled substance  
20 listed in schedule II must be made pursuant to NRS 453.251.

21 ~~[3]~~ 4. A pharmacy, institutional pharmacy or other person  
22 licensed by the Board to furnish controlled substances and  
23 dangerous drugs may sell to:

24 (a) The holder of a permit issued pursuant to the provisions of  
25 NRS 450B.200 or 450B.210;

26 (b) The holder of a permit issued by another state which is  
27 substantially similar to a permit issued pursuant to the provisions of  
28 NRS 450B.200 or 450B.210; and

29 (c) An agency of the Federal Government that provides  
30 emergency care or transportation and is registered with the Drug  
31 Enforcement Administration pursuant to 21 C.F.R. Part 1301.

32 ~~[4]~~ 5. A pharmacy, institutional pharmacy, *outsourcing*  
33 *facility* or other person licensed by the Board to furnish dangerous  
34 drugs who sells supplies pursuant to this section shall maintain a  
35 record of each sale which must contain:

36 (a) The date of sale;

37 (b) The name, address and signature of the purchaser or the  
38 person receiving the delivery;

39 (c) The name of the dispensing pharmacist ~~[1]~~, *where*  
40 *applicable*;

41 (d) The name and address of the authorizing practitioner ~~[1]~~,  
42 *where applicable*; and

43 (e) The name, strength and quantity of each drug sold.

44 ~~[5]~~ 6. A pharmacy, institutional pharmacy or other person  
45 licensed by the Board to furnish dangerous drugs who supplies the



1 initial stock for an ambulance or other emergency vehicle shall  
2 comply with any applicable regulations adopted by the State Board  
3 of Health, or a district board of health, pursuant to NRS 450B.120.

4 ~~6.~~ 7. The Board shall adopt regulations regarding the records  
5 a pharmacist shall keep of any purchase made pursuant to this  
6 section.

7 8. *As used in this section:*

8 (a) *“Compounding” includes, without limitation, the*  
9 *combining, admixing, mixing, pooling, reconstituting or other*  
10 *altering of a drug or bulk drug substance, as defined in 21 C.F.R.*  
11 *§ 207.3, to create a drug.*

12 (b) *“Outsourcing facility” means a manufacturer at one*  
13 *geographic location or address that:*

14 (1) *Is engaged in the compounding of sterile or nonsterile*  
15 *drugs for use by humans; and*

16 (2) *Has registered with the Secretary of Health and Human*  
17 *Services as an outsourcing facility pursuant to 21 U.S.C. § 353b.*

18 **Sec. 6.** NRS 639.28075 is hereby amended to read as follows:

19 639.28075 1. Except as otherwise provided in ~~subsections~~  
20 *subsection 2, ~~and 3,~~* pursuant to a valid prescription or order for a  
21 drug to be used for contraception or its therapeutic equivalent which  
22 has been approved by the Food and Drug Administration, a  
23 pharmacist shall:

24 (a) ~~The first time dispensing the drug or therapeutic equivalent~~  
25 ~~to~~ *If the patient ~~is not currently using the drug or its~~*  
26 *therapeutic equivalent, dispense up to a 3-month supply of the drug*  
27 *or therapeutic equivalent ~~or any amount designated by the~~*  
28 *prescription or order, whichever is less.*

29 (b) ~~The second time dispensing~~ *If the drug or therapeutic*  
30 *equivalent ~~has only been dispensed to~~ the patient ~~once pursuant~~*  
31 *to paragraph (a), dispense up to a 9-month supply of the drug or*  
32 *therapeutic equivalent, ~~any amount designated by the prescription~~*  
33 *or order or any amount which covers the remainder of the plan year*  
34 *if the patient is covered by a health care plan, whichever is less.*

35 (c) For a refill in a plan year following the initial dispensing of a  
36 drug or therapeutic equivalent pursuant to paragraphs (a) and (b),  
37 dispense ~~up to~~ a 12-month supply of the drug or therapeutic  
38 equivalent, *any amount designated by the prescription or order* or  
39 any amount which covers the remainder of the plan year if the  
40 patient is covered by a health care plan, whichever is less.

41 2. ~~The provisions of paragraphs (b) and (c) of subsection 1~~  
42 ~~only apply if:~~

43 ~~—(a) The drug for contraception or the therapeutic equivalent of~~  
44 ~~such drug is the same drug or therapeutic equivalent which was~~



1 ~~previously prescribed or ordered pursuant to paragraph (a) of~~  
2 ~~subsection 1; and~~

3 ~~—(b) The patient is covered by the same health care plan.~~

4 ~~—3. If a prescription or order for a drug for contraception or its~~  
5 ~~therapeutic equivalent limits the dispensing of the drug or~~  
6 ~~therapeutic equivalent to a quantity which is less than the amount~~  
7 ~~otherwise authorized to be dispensed pursuant to subsection 1, the~~  
8 ~~pharmacist must dispense the drug or therapeutic equivalent in~~  
9 ~~accordance with the quantity specified in the prescription or order.~~

10 ~~—4.] A pharmacist is not required to dispense an amount of a~~  
11 ~~drug to be used for contraception or its therapeutic equivalent for~~  
12 ~~which the patient is unable or unwilling to pay any applicable~~  
13 ~~charge, copayment or coinsurance due to the pharmacy.~~

14 3. As used in this section:

15 (a) “Health care plan” means a policy, contract, certificate or  
16 agreement offered or issued by an insurer, including without  
17 limitation, the State Plan for Medicaid, to provide, deliver, arrange  
18 for, pay for or reimburse any of the costs of health care services.

19 (b) “Plan year” means the year designated in the evidence of  
20 coverage of a health care plan in which a person is covered by such  
21 plan.

22 (c) “Therapeutic equivalent” means a drug which:

23 (1) Contains an identical amount of the same active  
24 ingredients in the same dosage and method of administration as  
25 another drug;

26 (2) Is expected to have the same clinical effect when  
27 administered to a patient pursuant to a prescription or order as  
28 another drug; and

29 (3) Meets any other criteria required by the Food and Drug  
30 Administration for classification as a therapeutic equivalent.

31 **Sec. 7.** Chapter 640C of NRS is hereby amended by adding  
32 thereto a new section to read as follows:

33  
34 ***INTERSTATE MESSAGE COMPACT***  
35 ***ARTICLE 1-PURPOSE***  
36

37 ***The purpose of this Compact is to reduce the burdens on State***  
38 ***governments and to facilitate the interstate practice and regulation***  
39 ***of Massage Therapy with the goal of improving public access to,***  
40 ***and the safety of, Massage Therapy Services. Through this***  
41 ***Compact, the Member States seek to establish a regulatory***  
42 ***framework which provides for a new multistate licensing program.***  
43 ***Through this additional licensing pathway, the Member States***  
44 ***seek to provide increased value and mobility to licensed massage***



1 *therapists in the Member States, while ensuring the provision of*  
2 *safe, competent, and reliable services to the public.*

3 *This Compact is designed to achieve the following objectives,*  
4 *and the Member States hereby ratify the same intentions by*  
5 *subscribing hereto:*

6 *A. Increase public access to Massage Therapy Services by*  
7 *providing for a multistate licensing pathway;*

8 *B. Enhance the Member States' ability to protect the public's*  
9 *health and safety;*

10 *C. Enhance the Member States' ability to prevent human*  
11 *trafficking and licensure fraud;*

12 *D. Encourage the cooperation of Member States in*  
13 *regulating the multistate Practice of Massage Therapy;*

14 *E. Support relocating military members and their spouses;*

15 *F. Facilitate and enhance the exchange of licensure,*  
16 *investigative, and disciplinary information between the Member*  
17 *States;*

18 *G. Create an Interstate Commission that will exist to*  
19 *implement and administer the Compact;*

20 *H. Allow a Member State to hold a Licensee accountable,*  
21 *even where that Licensee holds a Multistate License;*

22 *I. Create a streamlined pathway for Licensees to practice in*  
23 *Member States, thus increasing the mobility of duly licensed*  
24 *massage therapists; and*

25 *J. Serve the needs of licensed massage therapists and the*  
26 *public receiving their services; however,*

27 *K. Nothing in this Compact is intended to prevent a State*  
28 *from enforcing its own laws regarding the Practice of Massage*  
29 *Therapy.*

30  
31 **ARTICLE 2-DEFINITIONS**

32  
33 *As used in this Compact, except as otherwise provided and*  
34 *subject to clarification by the Rules of the Commission, the*  
35 *following definitions shall govern the terms herein:*

36 *A. "Active Military Member" - any person with full-time duty*  
37 *status in the armed forces of the United States, including members*  
38 *of the National Guard and Reserve.*

39 *B. "Adverse Action" - any administrative, civil, equitable, or*  
40 *criminal action permitted by a Member State's laws which is*  
41 *imposed by a Licensing Authority or other regulatory body against*  
42 *a Licensee, including actions against an individual's*  
43 *Authorization to Practice such as revocation, suspension, the*  
44 *probation, surrender in lieu of discipline, monitoring of the*  
45 *Licensee, limitation of the Licensee's practice, or any other*



1 *Encumbrance on licensure affecting an individual's ability to*  
2 *practice Massage Therapy, including the issuance of a cease and*  
3 *desist order.*

4 *C. "Alternative Program" - a non-disciplinary monitoring or*  
5 *prosecutorial diversion program approved by a Member State's*  
6 *Licensing Authority.*

7 *D. "Authorization to Practice" - a legal authorization by a*  
8 *Remote State pursuant to a Multistate License permitting the*  
9 *Practice of Massage Therapy in that Remote State, which shall be*  
10 *subject to the enforcement jurisdiction of the Licensing Authority*  
11 *in that Remote State.*

12 *E. "Background Check" - the submission of an applicant's*  
13 *criminal history record information, as further defined in 28*  
14 *C.F.R. § 20.3(d), as amended from the Federal Bureau of*  
15 *Investigation and the agency responsible for retaining State*  
16 *criminal records in the applicant's Home State.*

17 *F. "Charter Member States" - Member States who have*  
18 *enacted legislation to adopt this Compact where such legislation*  
19 *predates the effective date of this Compact as defined in Article 12.*

20 *G. "Commission" - the government agency whose*  
21 *membership consists of all States that have enacted this Compact,*  
22 *which is known as the Interstate Massage Compact Commission,*  
23 *as defined in Article 8, and which shall operate as an*  
24 *instrumentality of the Member States.*

25 *H. "Continuing Competence" - a requirement, as a condition*  
26 *of license renewal, to provide evidence of participation in, and*  
27 *completion of, educational or professional activities that maintain,*  
28 *improve, or enhance Massage Therapy fitness to practice.*

29 *I. "Current Significant Investigative Information" -*  
30 *Investigative Information that a Licensing Authority, after an*  
31 *inquiry or investigation that complies with a Member State's due*  
32 *process requirements, has reason to believe is not groundless and,*  
33 *if proved true, would indicate a violation of that State's laws*  
34 *regarding the Practice of Massage Therapy.*

35 *J. "Data System" - a repository of information about*  
36 *Licensees who hold Multistate Licenses, which may include but is*  
37 *not limited to license status, Investigative Information, and*  
38 *Adverse Actions.*

39 *K. "Disqualifying Event" - any event which shall disqualify*  
40 *an individual from holding a Multistate License under this*  
41 *Compact, which the Commission may by Rule specify.*

42 *L. "Encumbrance" - a revocation or suspension of, or any*  
43 *limitation or condition on, the full and unrestricted Practice of*  
44 *Massage Therapy by a Licensing Authority.*



1 *M. "Executive Committee" - a group of delegates elected or*  
2 *appointed to act on behalf of, and within the powers granted to*  
3 *them by, the Commission.*

4 *N. "Home State" - means the Member State which is a*  
5 *Licensee's primary state of residence where the Licensee holds an*  
6 *active Single-State License.*

7 *O. "Investigative Information" - information, records, or*  
8 *documents received or generated by a Licensing Authority*  
9 *pursuant to an investigation or other inquiry.*

10 *P. "Licensing Authority" - a State's regulatory body*  
11 *responsible for issuing Massage Therapy licenses or otherwise*  
12 *overseeing the Practice of Massage Therapy in that State.*

13 *Q. "Licensee" - an individual who currently holds a license*  
14 *from a Member State to fully practice Massage Therapy, whose*  
15 *license is not a student, provisional, temporary, inactive, or other*  
16 *similar status.*

17 *R. "Massage Therapy", "Massage Therapy Services", and*  
18 *the "Practice of Massage Therapy" - the care and services*  
19 *provided by a Licensee as set forth in the Member State's statutes*  
20 *and regulations in the State where the services are being provided.*

21 *S. "Member State" - any State that has adopted this Compact.*

22 *T. "Multistate License" - a license that consists of*  
23 *Authorizations to Practice Massage Therapy in all Remote States*  
24 *pursuant to this Compact, which shall be subject to the*  
25 *enforcement jurisdiction of the Licensing Authority in a*  
26 *Licensee's Home State.*

27 *U. "National Licensing Examination" - A national*  
28 *examination developed by a national association of Massage*  
29 *Therapy regulatory boards, as defined by Commission Rule, that is*  
30 *derived from a practice analysis and is consistent with generally*  
31 *accepted psychometric principles of fairness, validity and*  
32 *reliability, and is administered under secure and confidential*  
33 *examination protocols.*

34 *V. "Remote State" - any Member State, other than the*  
35 *Licensee's Home State.*

36 *W. "Rule" - any opinion or regulation promulgated by the*  
37 *Commission under this Compact, which shall have the force of*  
38 *law.*

39 *X. "Single-State License" - a current, valid authorization*  
40 *issued by a Member State's Licensing Authority allowing an*  
41 *individual to fully practice Massage Therapy, that is not a*  
42 *restricted, student, provisional, temporary, or inactive practice*  
43 *authorization and authorizes practice only within the issuing*  
44 *State.*



1 Y. "State" - a state, territory, possession of the United States,  
2 or the District of Columbia.

3  
4 ARTICLE 3-MEMBER STATE REQUIREMENTS  
5

6 A. To be eligible to join this Compact, and to maintain  
7 eligibility as a Member State, a State must:

8 1. License and regulate the Practice of Massage Therapy;

9 2. Have a mechanism or entity in place to receive and  
10 investigate complaints from the public, regulatory or law  
11 enforcement agencies, or the Commission about Licensees  
12 practicing in that State;

13 3. Accept passage of a National Licensing Examination as a  
14 criterion for Massage Therapy licensure in that State;

15 4. Require that Licensees satisfy educational requirements  
16 prior to being licensed to provide Massage Therapy Services to the  
17 public in that State;

18 5. Implement procedures for requiring the Background  
19 Check of applicants for a Multistate License, and for the reporting  
20 of any Disqualifying Events, including but not limited to obtaining  
21 and submitting, for each Licensee holding a Multistate License  
22 and each applicant for a Multistate License, fingerprint or other  
23 biometric-based information to the Federal Bureau of  
24 Investigation for Background Checks; receiving the results of the  
25 Federal Bureau of Investigation record search on Background  
26 Checks and considering the results of such a Background Check  
27 in making licensure decisions;

28 6. Have Continuing Competence requirements as a condition  
29 for license renewal;

30 7. Participate in the Data System, including through the use  
31 of unique identifying numbers as described herein;

32 8. Notify the Commission and other Member States, in  
33 compliance with the terms of the Compact and Rules of the  
34 Commission, of any disciplinary action taken by the State against  
35 a Licensee practicing under a Multistate License in that State, or  
36 of the existence of Investigative Information or Current  
37 Significant Investigative Information regarding a Licensee  
38 practicing in that State pursuant to a Multistate License;

39 9. Comply with the Rules of the Commission;

40 10. Accept Licensees with valid Multistate Licenses from  
41 other Member States as established herein;

42 B. Individuals not residing in a Member State shall continue  
43 to be able to apply for a Member State's Single-State License as  
44 provided under the laws of each Member State. However, the  
45 Single-State License granted to those individuals shall not be





1 *recognized as granting a Multistate License for Massage Therapy*  
2 *in any other Member State;*

3 *C. Nothing in this Compact shall affect the requirements*  
4 *established by a Member State for the issuance of a Single-State*  
5 *License; and*

6 *D. A Multistate License issued to a Licensee shall be*  
7 *recognized by each Remote State as an Authorization to Practice*  
8 *Massage Therapy in each Remote State.*

9  
10 **ARTICLE 4-MULTISTATE LICENSE REQUIREMENTS**

11  
12 *A. To qualify for a Multistate License under this Compact,*  
13 *and to maintain eligibility for such a license, an applicant must:*

14 *1. Hold an active Single-State License to practice Massage*  
15 *Therapy in the applicant's Home State;*

16 *2. Have completed at least six hundred and twenty-five (625)*  
17 *clock hours of Massage Therapy education or the substantial*  
18 *equivalent which the Commission may approve by Rule.*

19 *3. Have passed a National Licensing Examination or the*  
20 *substantial equivalent which the Commission may approve by*  
21 *Rule;*

22 *4. Submit to a Background Check;*

23 *5. Have not been convicted or found guilty, or have entered*  
24 *into an agreed disposition, of a felony offense under applicable*  
25 *State or federal criminal law, within five (5) years prior to the date*  
26 *of their application, where such a time period shall not include*  
27 *any time served for the offense, and provided that the applicant*  
28 *has completed any and all requirements arising as a result of any*  
29 *such offense;*

30 *6. Have not been convicted or found guilty, or have entered*  
31 *into an agreed disposition, of a misdemeanor offense related to the*  
32 *Practice of Massage Therapy under applicable State or federal*  
33 *criminal law, within two (2) years prior to the date of their*  
34 *application where such a time period shall not include any time*  
35 *served for the offense, and provided that the applicant has*  
36 *completed any and all requirements arising as a result of any such*  
37 *offense;*

38 *7. Have not been convicted or found guilty, or have entered*  
39 *into an agreed disposition, of any offense, whether a misdemeanor*  
40 *or a felony, under State or federal law, at any time, relating to any*  
41 *of the following:*

42 *a. Kidnapping;*

43 *b. Human trafficking;*

44 *c. Human smuggling;*

45 *d. Sexual battery, sexual assault, or any related offenses; or*





1 *e. Any other category of offense which the Commission*  
2 *may by Rule designate.*

3 *8. Have not previously held a Massage Therapy license which*  
4 *was revoked by, or surrendered in lieu of discipline to an*  
5 *applicable Licensing Authority;*

6 *9. Have no history of any Adverse Action on any*  
7 *occupational or professional license within two (2) years prior to*  
8 *the date of their application; and*

9 *10. Pay all required fees.*

10 *B. A Multistate License granted pursuant to this Compact*  
11 *may be effective for a definite period of time concurrent with the*  
12 *renewal of the Home State license.*

13 *C. A Licensee practicing in a Member State is subject to all*  
14 *scope of practice laws governing Massage Therapy Services in*  
15 *that State.*

16 *D. The Practice of Massage Therapy under a Multistate*  
17 *License granted pursuant to this Compact will subject the*  
18 *Licensee to the jurisdiction of the Licensing Authority, the courts,*  
19 *and the laws of the Member State in which the Massage Therapy*  
20 *Services are provided.*

21  
22 *ARTICLE 5-AUTHORITY OF INTERSTATE*  
23 *MESSAGE COMPACT COMMISSION AND*  
24 *MEMBER STATE LICENSING AUTHORITIES*  
25

26 *A. Nothing in this Compact, nor any Rule of the Commission,*  
27 *shall be construed to limit, restrict, or in any way reduce the ability*  
28 *of a Member State to enact and enforce laws, regulations, or other*  
29 *rules related to the Practice of Massage Therapy in that State,*  
30 *where those laws, regulations, or other rules are not inconsistent*  
31 *with the provisions of this Compact.*

32 *B. Nothing in this Compact, nor any Rule of the Commission,*  
33 *shall be construed to limit, restrict, or in any way reduce the ability*  
34 *of a Member State to take Adverse Action against a Licensee's*  
35 *Single-State License to practice Massage Therapy in that State.*

36 *C. Nothing in this Compact, nor any Rule of the Commission,*  
37 *shall be construed to limit, restrict, or in any way reduce the ability*  
38 *of a Remote State to take Adverse Action against a Licensee's*  
39 *Authorization to Practice in that State.*

40 *D. Nothing in this Compact, nor any Rule of the*  
41 *Commission, shall be construed to limit, restrict, or in any way*  
42 *reduce the ability of a Licensee's Home State to take Adverse*  
43 *Action against a Licensee's Multistate License based upon*  
44 *information provided by a Remote State.*



1 *E. Insofar as practical, a Member State's Licensing Authority*  
2 *shall cooperate with the Commission and with each entity*  
3 *exercising independent regulatory authority over the Practice of*  
4 *Massage Therapy according to the provisions of this Compact.*  
5

6 **ARTICLE 6-ADVERSE ACTIONS**  
7

8 *A. A Licensee's Home State shall have exclusive power to*  
9 *impose an Adverse Action against a Licensee's Multistate License*  
10 *issued by the Home State.*

11 *B. A Home State may take Adverse Action on a Multistate*  
12 *License based on the Investigative Information, Current*  
13 *Significant Investigative Information, or Adverse Action of a*  
14 *Remote State.*

15 *C. A Home State shall retain authority to complete any*  
16 *pending investigations of a Licensee practicing under a Multistate*  
17 *License who changes their Home State during the course of such*  
18 *an investigation. The Licensing Authority shall also be empowered*  
19 *to report the results of such an investigation to the Commission*  
20 *through the Data System as described herein.*

21 *D. Any Member State may investigate actual or alleged*  
22 *violations of the scope of practice laws in any other Member State*  
23 *for a massage therapist who holds a Multistate License.*

24 *E. A Remote State shall have the authority to:*

25 *1. Take Adverse Actions against a Licensee's Authorization*  
26 *to Practice.*

27 *2. Issue cease and desist orders or impose an Encumbrance*  
28 *on a Licensee's Authorization to Practice in that State.*

29 *3. Issue subpoenas for both hearings and investigations that*  
30 *require the attendance and testimony of witnesses, as well as the*  
31 *production of evidence. Subpoenas issued by a Licensing*  
32 *Authority in a Member State for the attendance and testimony of*  
33 *witnesses or the production of evidence from another Member*  
34 *State shall be enforced in the latter State by any court of*  
35 *competent jurisdiction, according to the practice and procedure of*  
36 *that court applicable to subpoenas issued in proceedings before it.*  
37 *The issuing Licensing Authority shall pay any witness fees, travel*  
38 *expenses, mileage, and other fees required by the service statutes*  
39 *of the State in which the witnesses or evidence are located.*

40 *4. If otherwise permitted by State law, recover from the*  
41 *affected Licensee the costs of investigations and disposition of*  
42 *cases resulting from any Adverse Action taken against that*  
43 *Licensee.*



1       **5. Take Adverse Action against the Licensee's Authorization**  
2 **to Practice in that State based on the factual findings of another**  
3 **Member State.**

4       **F. If an Adverse Action is taken by the Home State against a**  
5 **Licensee's Multistate License or Single-State License to practice**  
6 **in the Home State, the Licensee's Authorization to Practice in all**  
7 **other Member States shall be deactivated until all Encumbrances**  
8 **have been removed from such license. All Home State disciplinary**  
9 **orders that impose an Adverse Action against a Licensee shall**  
10 **include a statement that the Massage Therapist's Authorization to**  
11 **Practice is deactivated in all Member States during the pendency**  
12 **of the order.**

13       **G. If Adverse Action is taken by a Remote State against a**  
14 **Licensee's Authorization to Practice, that Adverse Action applies**  
15 **to all Authorizations to Practice in all Remote States. A Licensee**  
16 **whose Authorization to Practice in a Remote State is removed for**  
17 **a specified period of time is not eligible to apply for a new**  
18 **Multistate License in any other State until the specific time for**  
19 **removal of the Authorization to Practice has passed and all**  
20 **encumbrance requirements are satisfied.**

21       **H. Nothing in this Compact shall override a Member State's**  
22 **authority to accept a Licensee's participation in an Alternative**  
23 **Program in lieu of Adverse Action. A Licensee's Multistate**  
24 **License shall be suspended for the duration of the Licensee's**  
25 **participation in any Alternative Program.**

26       **I. Joint Investigations**

27       **1. In addition to the authority granted to a Member State by**  
28 **its respective scope of practice laws or other applicable State law, a**  
29 **Member State may participate with other Member States in joint**  
30 **investigations of Licensees.**

31       **2. Member States shall share any investigative, litigation, or**  
32 **compliance materials in furtherance of any joint or individual**  
33 **investigation initiated under the Compact.**

34  
35       **ARTICLE 7-ACTIVE MILITARY MEMBERS AND THEIR**  
36 **SPOUSES**

37  
38       **Active Military Members, or their spouses, shall designate a**  
39 **Home State where the individual has a current license to practice**  
40 **Massage Therapy in good standing. The individual may retain**  
41 **their Home State designation during any period of service when**  
42 **that individual or their spouse is on active duty assignment.**



1           **ARTICLE 8-ESTABLISHMENT AND OPERATION OF**  
2           **INTERSTATE MESSAGE COMPACT COMMISSION**

3  
4           A. *The Compact Member States hereby create and establish a*  
5 *joint government agency whose membership consists of all*  
6 *Member States that have enacted the Compact known as the*  
7 *Interstate Message Compact Commission. The Commission is an*  
8 *instrumentality of the Compact States acting jointly and not an*  
9 *instrumentality of any one State. The Commission shall come into*  
10 *existence on or after the effective date of the Compact as set forth*  
11 *in Article 12.*

12           B. *Membership, Voting, and Meetings*

13           1. *Each Member State shall have and be limited to one (1)*  
14 *delegate selected by that Member State's State Licensing*  
15 *Authority.*

16           2. *The delegate shall be the primary administrative officer of*  
17 *the State Licensing Authority or their designee.*

18           3. *The Commission shall by Rule or bylaw establish a term of*  
19 *office for delegates and may by Rule or bylaw establish term*  
20 *limits.*

21           4. *The Commission may recommend removal or suspension*  
22 *of any delegate from office.*

23           5. *A Member State's State Licensing Authority shall fill any*  
24 *vacancy of its delegate occurring on the Commission within 60*  
25 *days of the vacancy.*

26           6. *Each delegate shall be entitled to one vote on all matters*  
27 *that are voted on by the Commission.*

28           7. *The Commission shall meet at least once during each*  
29 *calendar year. Additional meetings may be held as set forth in the*  
30 *bylaws. The Commission may meet by telecommunication, video*  
31 *conference or other similar electronic means.*

32           C. *The Commission shall have the following powers:*

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

34           2. *Establish code of conduct and conflict of interest policies;*

35           3. *Adopt Rules and bylaws;*

36           4. *Maintain its financial records in accordance with the*  
37 *bylaws;*

38           5. *Meet and take such actions as are consistent with the*  
39 *provisions of this Compact, the Commission's Rules, and the*  
40 *bylaws;*

41           6. *Initiate and conclude legal proceedings or actions in the*  
42 *name of the Commission, provided that the standing of any State*  
43 *Licensing Authority to sue or be sued under applicable law shall*  
44 *not be affected;*



1       7. *Maintain and certify records and information provided to a*  
2 *Member State as the authenticated business records of the*  
3 *Commission, and designate an agent to do so on the Commission's*  
4 *behalf;*

5       8. *Purchase and maintain insurance and bonds;*

6       9. *Borrow, accept, or contract for services of personnel,*  
7 *including, but not limited to, employees of a Member State;*

8       10. *Conduct an annual financial review;*

9       11. *Hire employees, elect or appoint officers, fix*  
10 *compensation, define duties, grant such individuals appropriate*  
11 *authority to carry out the purposes of the Compact, and establish*  
12 *the Commission's personnel policies and programs relating to*  
13 *conflicts of interest, qualifications of personnel, and other related*  
14 *personnel matters;*

15       12. *Assess and collect fees;*

16       13. *Accept any and all appropriate gifts, donations, grants of*  
17 *money, other sources of revenue, equipment, supplies, materials,*  
18 *and services, and receive, utilize, and dispose of the same;*  
19 *provided that at all times the Commission shall avoid any*  
20 *appearance of impropriety or conflict of interest;*

21       14. *Lease, purchase, retain, own, hold, improve, or use any*  
22 *property, real, personal, or mixed, or any undivided interest*  
23 *therein;*

24       15. *Sell, convey, mortgage, pledge, lease, exchange, abandon,*  
25 *or otherwise dispose of any property real, personal, or mixed;*

26       16. *Establish a budget and make expenditures;*

27       17. *Borrow money;*

28       18. *Appoint committees, including standing committees,*  
29 *composed of members, State regulators, State legislators or their*  
30 *representatives, and consumer representatives, and such other*  
31 *interested persons as may be designated in this Compact and the*  
32 *bylaws;*

33       19. *Accept and transmit complaints from the public,*  
34 *regulatory or law enforcement agencies, or the Commission, to the*  
35 *relevant Member State(s) regarding potential misconduct of*  
36 *Licenses;*

37       20. *Elect a Chair, Vice Chair, Secretary and Treasurer and*  
38 *such other officers of the Commission as provided in the*  
39 *Commission's bylaws;*

40       21. *Establish and elect an Executive Committee, including a*  
41 *chair and a vice chair;*

42       22. *Adopt and provide to the Member States an annual*  
43 *report;*



1 23. Determine whether a State's adopted language is  
2 materially different from the model Compact language such that  
3 the State would not qualify for participation in the Compact; and

4 24. Perform such other functions as may be necessary or  
5 appropriate to achieve the purposes of this Compact.

6 D. The Executive Committee

7 1. The Executive Committee shall have the power to act on  
8 behalf of the Commission according to the terms of this Compact.  
9 The powers, duties, and responsibilities of the Executive  
10 Committee shall include:

11 a. Overseeing the day-to-day activities of the administration  
12 of the Compact including compliance with the provisions of the  
13 Compact, the Commission's Rules and bylaws, and other such  
14 duties as deemed necessary;

15 b. Recommending to the Commission changes to the Rules  
16 or bylaws, changes to this Compact legislation, fees charged to  
17 Compact Member States, fees charged to Licensees, and other  
18 fees;

19 c. Ensuring Compact administration services are  
20 appropriately provided, including by contract;

21 d. Preparing and recommending the budget;

22 e. Maintaining financial records on behalf of the  
23 Commission;

24 f. Monitoring Compact compliance of Member States and  
25 providing compliance reports to the Commission;

26 g. Establishing additional committees as necessary;

27 h. Exercise the powers and duties of the Commission  
28 during the interim between Commission meetings, except for  
29 adopting or amending Rules, adopting or amending bylaws, and  
30 exercising any other powers and duties expressly reserved to the  
31 Commission by Rule or bylaw; and

32 i. Other duties as provided in the Rules or bylaws of the  
33 Commission.

34 2. The Executive Committee shall be composed of seven  
35 voting members and up to two ex-officio members as follows:

36 a. The chair and vice chair of the Commission and any  
37 other members of the Commission who serve on the Executive  
38 Committee shall be voting members of the Executive Committee.

39 b. Other than the chair, vice-chair, secretary and treasurer,  
40 the Commission shall elect three voting members from the current  
41 membership of the Commission.

42 c. The Commission may elect ex-officio, nonvoting  
43 members as necessary as follows:

44 i. One ex-officio member who is a representative of the  
45 national association of State Massage Therapy regulatory boards.



1           ii. *One ex-officio member as specified in the*  
2 *Commission's bylaws.*

3           3. *The Commission may remove any member of the Executive*  
4 *Committee as provided in the Commission's bylaws.*

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

6           a. *Executive Committee meetings shall be open to the*  
7 *public, except that the Executive Committee may meet in a closed,*  
8 *non-public session of a public meeting when dealing with any of*  
9 *the matters covered under subsection F.4.*

10           b. *The Executive Committee shall give five business days*  
11 *advance notice of its public meetings, posted on its website and as*  
12 *determined to provide notice to persons with an interest in the*  
13 *public matters the Executive Committee intends to address at those*  
14 *meetings.*

15           5. *The Executive Committee may hold an emergency meeting*  
16 *when acting for the Commission to:*

17           a. *Meet an imminent threat to public health, safety, or*  
18 *welfare;*

19           b. *Prevent a loss of Commission or Participating State*  
20 *funds; or*

21           c. *Protect public health and safety.*

22           E. *The Commission shall adopt and provide to the Member*  
23 *States an annual report.*

24           F. *Meetings of the Commission*

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

29           2. *Notwithstanding subsection F.1 of this Article, the*  
30 *Commission may convene an emergency public meeting by*  
31 *providing at least twenty-four (24) hours prior notice on the*  
32 *Commission's website, and any other means as provided in the*  
33 *Commission's Rules, for any of the reasons it may dispense with*  
34 *notice of proposed rulemaking under Article 10.L. The*  
35 *Commission's legal counsel shall certify that one of the reasons*  
36 *justifying an emergency public meeting has been met.*

37           3. *Notice of all Commission meetings shall provide the time,*  
38 *date, and location of the meeting, and if the meeting is to be held*  
39 *or accessible via telecommunication, video conference, or other*  
40 *electronic means, the notice shall include the mechanism for*  
41 *access to the meeting.*

42           4. *The Commission may convene in a closed, non-public*  
43 *meeting for the Commission to discuss:*

44           a. *Non-compliance of a Member State with its obligations*  
45 *under the Compact;*





1           ***b. The employment, compensation, discipline or other***  
2 ***matters, practices or procedures related to specific employees or***  
3 ***other matters related to the Commission's internal personnel***  
4 ***practices and procedures;***

5           ***c. Current or threatened discipline of a Licensee by the***  
6 ***Commission or by a Member State's Licensing Authority;***

7           ***d. Current, threatened, or reasonably anticipated litigation;***

8           ***e. Negotiation of contracts for the purchase, lease, or sale***  
9 ***of goods, services, or real estate;***

10          ***f. Accusing any person of a crime or formally censuring***  
11 ***any person;***

12          ***g. Trade secrets or commercial or financial information***  
13 ***that is privileged or confidential;***

14          ***h. Information of a personal nature where disclosure would***  
15 ***constitute a clearly unwarranted invasion of personal privacy;***

16          ***i. Investigative records compiled for law enforcement***  
17 ***purposes;***

18          ***j. Information related to any investigative reports prepared***  
19 ***by or on behalf of or for use of the Commission or other***  
20 ***committee charged with responsibility of investigation or***  
21 ***determination of compliance issues pursuant to the Compact;***

22          ***k. Legal advice;***

23          ***l. Matters specifically exempted from disclosure to the***  
24 ***public by federal or Member State law; or***

25          ***m. Other matters as promulgated by the Commission by***  
26 ***Rule.***

27          ***5. If a meeting, or portion of a meeting, is closed, the***  
28 ***presiding officer shall state that the meeting will be closed and***  
29 ***reference each relevant exempting provision, and such reference***  
30 ***shall be recorded in the minutes.***

31          ***6. The Commission shall keep minutes that fully and clearly***  
32 ***describe all matters discussed in a meeting and shall provide a full***  
33 ***and accurate summary of actions taken, and the reasons***  
34 ***therefore, including a description of the views expressed. All***  
35 ***documents considered in connection with an action shall be***  
36 ***identified in such minutes. All minutes and documents of a closed***  
37 ***meeting shall remain under seal, subject to release only by a***  
38 ***majority vote of the Commission or order of a court of competent***  
39 ***jurisdiction.***

40          ***G. Financing of the Commission***

41          ***1. The Commission shall pay, or provide for the payment of,***  
42 ***the reasonable expenses of its establishment, organization, and***  
43 ***ongoing activities.***





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

4       3. *The Commission may levy on and collect an annual*  
5 *assessment from each Member State and impose fees on Licensees*  
6 *of Member States to whom it grants a Multistate License to cover*  
7 *the cost of the operations and activities of the Commission and its*  
8 *staff, which must be in a total amount sufficient to cover its*  
9 *annual budget as approved each year for which revenue is not*  
10 *provided by other sources. The aggregate annual assessment*  
11 *amount for Member States shall be allocated based upon a*  
12 *formula that the Commission shall promulgate by Rule.*

13       4. *The Commission shall not incur obligations of any kind*  
14 *prior to securing the funds adequate to meet the same; nor shall*  
15 *the Commission pledge the credit of any Member States, except by*  
16 *and with the authority of the Member State.*

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

26       *H. Qualified Immunity, Defense, and Indemnification*

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

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



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

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

20 *4. Nothing herein shall be construed as a limitation on the*  
21 *liability of any Licensee for professional malpractice or*  
22 *misconduct, which shall be governed solely by any other*  
23 *applicable State laws.*

24 *5. Nothing in this Compact shall be interpreted to waive or*  
25 *otherwise abrogate a Member State's State action immunity or*  
26 *State action affirmative defense with respect to antitrust claims*  
27 *under the Sherman Act, Clayton Act, or any other State or federal*  
28 *antitrust or anticompetitive law or regulation.*

29 *6. Nothing in this Compact shall be construed to be a waiver*  
30 *of sovereign immunity by the Member States or by the*  
31 *Commission.*

## 32 **ARTICLE 9-DATA SYSTEM**

33  
34  
35 *A. The Commission shall provide for the development,*  
36 *maintenance, operation, and utilization of a coordinated database*  
37 *and reporting system.*

38 *B. The Commission shall assign each applicant for a*  
39 *Multistate License a unique identifier, as determined by the Rules*  
40 *of the Commission.*

41 *C. Notwithstanding any other provision of State law to the*  
42 *contrary, a Member State shall submit a uniform data set to the*  
43 *Data System on all individuals to whom this Compact is applicable*  
44 *as required by the Rules of the Commission, including:*

45 *1. Identifying information;*



- 1 2. *Licensure data;*  
2 3. *Adverse Actions against a license and information related*  
3 *thereto;*  
4 4. *Non-confidential information related to Alternative*  
5 *Program participation, the beginning and ending dates of such*  
6 *participation, and other information related to such participation;*  
7 5. *Any denial of application for licensure, and the reason(s)*  
8 *for such denial (excluding the reporting of any criminal history*  
9 *record information where prohibited by law);*  
10 6. *The existence of Investigative Information;*  
11 7. *The existence presence of Current Significant Investigative*  
12 *Information; and*  
13 8. *Other information that may facilitate the administration of*  
14 *this Compact or the protection of the public, as determined by the*  
15 *Rules of the Commission.*

16 D. *The records and information provided to a Member State*  
17 *pursuant to this Compact or through the Data System, when*  
18 *certified by the Commission or an agent thereof, shall constitute*  
19 *the authenticated business records of the Commission, and shall*  
20 *be entitled to any associated hearsay exception in any relevant*  
21 *judicial, quasi-judicial or administrative proceedings in a Member*  
22 *State.*

23 E. *The existence of Current Significant Investigative*  
24 *Information and the existence of Investigative Information*  
25 *pertaining to a Licensee in any Member State will only be*  
26 *available to other Member States.*

27 F. *It is the responsibility of the Member States to report any*  
28 *Adverse Action against a Licensee who holds a Multistate License*  
29 *and to monitor the database to determine whether Adverse Action*  
30 *has been taken against such a Licensee or License applicant.*  
31 *Adverse Action information pertaining to a Licensee or License*  
32 *applicant in any Member State will be available to any other*  
33 *Member State.*

34 G. *Member States contributing information to the Data*  
35 *System may designate information that may not be shared with the*  
36 *public without the express permission of the contributing State.*

37 H. *Any information submitted to the Data System that is*  
38 *subsequently expunged pursuant to federal law or the laws of the*  
39 *Member State contributing the information shall be removed from*  
40 *the Data System.*

41  
42 *ARTICLE 10-RULEMAKING*  
43

44 A. *The Commission shall promulgate reasonable Rules in*  
45 *order to effectively and efficiently implement and administer the*



1 *purposes and provisions of the Compact. A Rule shall be invalid*  
2 *and have no force or effect only if a court of competent*  
3 *jurisdiction holds that the Rule is invalid because the Commission*  
4 *exercised its rulemaking authority in a manner that is beyond the*  
5 *scope and purposes of the Compact, or the powers granted*  
6 *hereunder, or based upon another applicable standard of review.*

7 *B. The Rules of the Commission shall have the force of law*  
8 *in each Member State, provided however that where the Rules of*  
9 *the Commission conflict with the laws of the Member State that*  
10 *establish the Member State's scope of practice as held by a court*  
11 *of competent jurisdiction, the Rules of the Commission shall be*  
12 *ineffective in that State to the extent of the conflict.*

13 *C. The Commission shall exercise its Rulemaking powers*  
14 *pursuant to the criteria set forth in this article and the Rules*  
15 *adopted thereunder. Rules shall become binding as of the date*  
16 *specified by the Commission for each Rule.*

17 *D. If a majority of the legislatures of the Member States*  
18 *rejects a Rule or portion of a Rule, by enactment of a statute or*  
19 *resolution in the same manner used to adopt the Compact within*  
20 *four (4) years of the date of adoption of the Rule, then such Rule*  
21 *shall have no further force and effect in any Member State or to*  
22 *any State applying to participate in the Compact.*

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

25 *F. Prior to adoption of a proposed Rule, the Commission*  
26 *shall hold a public hearing and allow persons to provide oral and*  
27 *written comments, data, facts, opinions, and arguments.*

28 *G. Prior to adoption of a proposed Rule by the Commission,*  
29 *and at least thirty (30) days in advance of the meeting at which the*  
30 *Commission will hold a public hearing on the proposed Rule, the*  
31 *Commission shall provide a Notice of Proposed Rulemaking:*

32 *1. On the website of the Commission or other publicly*  
33 *accessible platform;*

34 *2. To persons who have requested notice of the Commission's*  
35 *notices of proposed rulemaking, and*

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

38 *H. The Notice of Proposed Rulemaking shall include:*

39 *1. The time, date, and location of the public hearing at which*  
40 *the Commission will hear public comments on the proposed Rule*  
41 *and, if different, the time, date, and location of the meeting where*  
42 *the Commission will consider and vote on the proposed Rule;*

43 *2. If the hearing is held via telecommunication, video*  
44 *conference, or other electronic means, the Commission shall*



1 *include the mechanism for access to the hearing in the Notice of*  
2 *Proposed Rulemaking;*

3 *3. The text of the proposed Rule and the reason therefor;*

4 *4. A request for comments on the proposed Rule from any*  
5 *interested person; and*

6 *5. The manner in which interested persons may submit*  
7 *written comments.*

8 *I. All hearings will be recorded. A copy of the recording and*  
9 *all written comments and documents received by the Commission*  
10 *in response to the proposed Rule shall be available to the public.*

11 *J. Nothing in this article shall be construed as requiring a*  
12 *separate hearing on each Rule. Rules may be grouped for the*  
13 *convenience of the Commission at hearings required by this*  
14 *article.*

15 *K. The Commission shall, by majority vote of all*  
16 *Commissioners, take final action on the proposed Rule based on*  
17 *the Rulemaking record.*

18 *1. The Commission may adopt changes to the proposed Rule*  
19 *provided the changes do not enlarge the original purpose of the*  
20 *proposed Rule.*

21 *2. The Commission shall provide an explanation of the*  
22 *reasons for substantive changes made to the proposed Rule as well*  
23 *as reasons for substantive changes not made that were*  
24 *recommended by commenters.*

25 *3. The Commission shall determine a reasonable effective*  
26 *date for the Rule. Except for an emergency as provided in*  
27 *subsection L, the effective date of the Rule shall be no sooner than*  
28 *thirty (30) days after the Commission issuing the notice that it*  
29 *adopted or amended the Rule.*

30 *L. Upon determination that an emergency exists, the*  
31 *Commission may consider and adopt an emergency Rule with 24*  
32 *hours' notice, provided that the usual Rulemaking procedures*  
33 *provided in the Compact and in this article shall be retroactively*  
34 *applied to the Rule as soon as reasonably possible, in no event*  
35 *later than ninety (90) days after the effective date of the Rule. For*  
36 *the purposes of this provision, an emergency Rule is one that must*  
37 *be adopted immediately to:*

38 *1. Meet an imminent threat to public health, safety, or*  
39 *welfare;*

40 *2. Prevent a loss of Commission or Member State funds;*

41 *3. Meet a deadline for the promulgation of a Rule that is*  
42 *established by federal law or rule; or*

43 *4. Protect public health and safety.*

44 *M. The Commission or an authorized committee of the*  
45 *Commission may direct revisions to a previously adopted Rule for*



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

12 *N. No Member State's rulemaking requirements shall apply*  
13 *under this Compact.*

14  
15 **ARTICLE 11-OVERSIGHT, DISPUTE**  
16 **RESOLUTION, AND ENFORCEMENT**  
17

18 **A. Oversight**

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

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

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

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

38 *1. If the Commission determines that a Member State has*  
39 *defaulted in the performance of its obligations or responsibilities*  
40 *under this Compact or the promulgated Rules, the Commission*  
41 *shall provide written notice to the defaulting State. The notice of*  
42 *default shall describe the default, the proposed means of curing*  
43 *the default, and any other action that the Commission may take,*  
44 *and shall offer training and specific technical assistance*  
45 *regarding the default.*



1       2. *The Commission shall provide a copy of the notice of*  
2 *default to the other Member States.*

3       C. *If a State in default fails to cure the default, the defaulting*  
4 *State may be terminated from the Compact upon an affirmative*  
5 *vote of a majority of the delegates of the Member States, and all*  
6 *rights, privileges and benefits conferred on that State by this*  
7 *Compact may be terminated on the effective date of termination. A*  
8 *cure of the default does not relieve the offending State of*  
9 *obligations or liabilities incurred during the period of default.*

10       D. *Termination of membership in the Compact shall be*  
11 *imposed only after all other means of securing compliance have*  
12 *been exhausted. Notice of intent to suspend or terminate shall be*  
13 *given by the Commission to the governor, the majority and*  
14 *minority leaders of the defaulting State's legislature, the*  
15 *defaulting State's State Licensing Authority and each of the*  
16 *Member States' State Licensing Authority.*

17       E. *A State that has been terminated is responsible for all*  
18 *assessments, obligations, and liabilities incurred through the*  
19 *effective date of termination, including obligations that extend*  
20 *beyond the effective date of termination.*

21       F. *Upon the termination of a State's membership from this*  
22 *Compact, that State shall immediately provide notice to all*  
23 *Licensees who hold a Multistate License within that State of such*  
24 *termination. The terminated State shall continue to recognize all*  
25 *licenses granted pursuant to this Compact for a minimum of one*  
26 *hundred eighty (180) days after the date of said notice of*  
27 *termination.*

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

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

37       I. *Dispute Resolution*

38       1. *Upon request by a Member State, the Commission shall*  
39 *attempt to resolve disputes related to the Compact that arise*  
40 *among Member States and between Member and non-Member*  
41 *States.*

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

45       J. *Enforcement*





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

4 *2. By majority vote as provided by Commission Rule, the*  
5 *Commission may initiate legal action against a Member State in*  
6 *default in the United States District Court for the District of*  
7 *Columbia or the federal district where the Commission has its*  
8 *principal offices to enforce compliance with the provisions of the*  
9 *Compact and its promulgated Rules. The relief sought may*  
10 *include both injunctive relief and damages. In the event judicial*  
11 *enforcement is necessary, the prevailing party shall be awarded all*  
12 *costs of such litigation, including reasonable attorney's fees. The*  
13 *remedies herein shall not be the exclusive remedies of the*  
14 *Commission. The Commission may pursue any other remedies*  
15 *available under federal or the defaulting Member State's law.*

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

24 *4. No individual or entity other than a Member State may*  
25 *enforce this Compact against the Commission.*

26  
27 **ARTICLE 12-EFFECTIVE DATE, WITHDRAWAL,**  
28 **AND AMENDMENT**  
29

30 *A. The Compact shall come into effect on the date on which*  
31 *the Compact statute is enacted into law in the seventh Member*  
32 *State.*

33 *1. On or after the effective date of the Compact, the*  
34 *Commission shall convene and review the enactment of each of*  
35 *the Charter Member States to determine if the statute enacted by*  
36 *each such Charter Member State is materially different than the*  
37 *model Compact statute.*

38 *a. A Charter Member State whose enactment is found to be*  
39 *materially different from the model Compact statute shall be*  
40 *entitled to the default process set forth in Article 11.*

41 *b. If any Member State is later found to be in default, or is*  
42 *terminated or withdraws from the Compact, the Commission shall*  
43 *remain in existence and the Compact shall remain in effect even if*  
44 *the number of Member States should be less than seven (7).*





1       2. *Member States enacting the Compact subsequent to the*  
2 *Charter Member States shall be subject to the process set forth in*  
3 *Article 8.C.23 to determine if their enactments are materially*  
4 *different from the model Compact statute and whether they qualify*  
5 *for participation in the Compact.*

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

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

17       B. *Any Member State may withdraw from this Compact by*  
18 *enacting a statute repealing that State's enactment of the*  
19 *Compact.*

20       1. *A Member State's withdrawal shall not take effect until*  
21 *one hundred eighty (180) days after enactment of the repealing*  
22 *statute.*

23       2. *Withdrawal shall not affect the continuing requirement of*  
24 *the withdrawing State's Licensing Authority to comply with the*  
25 *investigative and Adverse Action reporting requirements of this*  
26 *Compact prior to the effective date of withdrawal.*

27       3. *Upon the enactment of a statute withdrawing from this*  
28 *Compact, a State shall immediately provide notice of such*  
29 *withdrawal to all Licensees within that State. Notwithstanding any*  
30 *subsequent statutory enactment to the contrary, such withdrawing*  
31 *State shall continue to recognize all licenses granted pursuant to*  
32 *this Compact for a minimum of 180 days after the date of such*  
33 *notice of withdrawal.*

34       C. *Nothing contained in this Compact shall be construed to*  
35 *invalidate or prevent any licensure agreement or other cooperative*  
36 *arrangement between a Member State and a non-Member State*  
37 *that does not conflict with the provisions of this Compact.*

38       D. *This Compact may be amended by the Member States. No*  
39 *amendment to this Compact shall become effective and binding*  
40 *upon any Member State until it is enacted into the laws of all*  
41 *Member States.*



1           **ARTICLE 13. CONSTRUCTION AND SEVERABILITY**

2  
3           **A. This Compact and the Commission's rulemaking authority**  
4 **shall be liberally construed so as to effectuate the purposes, and**  
5 **the implementation and administration of the Compact. Provisions**  
6 **of the Compact expressly authorizing or requiring the**  
7 **promulgation of Rules shall not be construed to limit the**  
8 **Commission's rulemaking authority solely for those purposes.**

9           **B. The provisions of this Compact shall be severable and if**  
10 **any phrase, clause, sentence or provision of this Compact is held**  
11 **by a court of competent jurisdiction to be contrary to the**  
12 **constitution of any Member State, a State seeking participation in**  
13 **the Compact, or of the United States, or the applicability thereof to**  
14 **any government, agency, person or circumstance is held to be**  
15 **unconstitutional by a court of competent jurisdiction, the validity**  
16 **of the remainder of this Compact and the applicability thereof to**  
17 **any other government, agency, person or circumstance shall not**  
18 **be affected thereby.**

19           **C. Notwithstanding subsection B of this article, the**  
20 **Commission may deny a State's participation in the Compact or,**  
21 **in accordance with the requirements of Article 11.B, terminate a**  
22 **Member State's participation in the Compact, if it determines that**  
23 **a constitutional requirement of a Member State is a material**  
24 **departure from the Compact. Otherwise, if this Compact shall be**  
25 **held to be contrary to the constitution of any Member State, the**  
26 **Compact shall remain in full force and effect as to the remaining**  
27 **Member States and in full force and effect as to the Member State**  
28 **affected as to all severable matters.**

29  
30           **ARTICLE 14. CONSISTENT EFFECT AND**  
31 **CONFLICT WITH OTHER STATE LAWS**

32  
33           **Nothing herein shall prevent or inhibit the enforcement of any**  
34 **other law of a Member State that is not inconsistent with the**  
35 **Compact.**

36           **Any laws, statutes, regulations, or other legal requirements in a**  
37 **Member State in conflict with the Compact are superseded to the**  
38 **extent of the conflict.**

39           **All permissible agreements between the Commission and the**  
40 **Member States are binding in accordance with their terms.**

41           **Sec. 8.** NRS 640C.180 is hereby amended to read as follows:

42           640C.180 1. At the first meeting of each fiscal year, the  
43 members of the Board shall elect a Chair, Vice Chair and Secretary-  
44 Treasurer from among the members.



1 2. The Board shall meet at least quarterly and may meet at  
2 other times at the call of the Chair or upon the written request of a  
3 majority of the members of the Board.

4 3. The Board shall alternate the location of its meetings  
5 between the southern district of Nevada and the northern district of  
6 Nevada. For the purposes of this subsection:

7 (a) The southern district of Nevada consists of all that portion of  
8 the State lying within the boundaries of the counties of Clark,  
9 Esmeralda, Lincoln and Nye.

10 (b) The northern district of Nevada consists of all that portion of  
11 the State lying within the boundaries of Carson City and the  
12 counties of Churchill, Douglas, Elko, Eureka, Humboldt, Lander,  
13 Lyon, Mineral, Pershing, Storey, Washoe and White Pine.

14 4. A meeting of the Board may be conducted telephonically or  
15 by videoconferencing. A meeting conducted telephonically or by  
16 videoconferencing must meet the requirements of chapter 241 of  
17 NRS and any other applicable provisions of law.

18 5. ~~Four~~ *Five* members of the Board constitute a quorum for  
19 the purposes of transacting the business of the Board, including,  
20 without limitation, issuing, renewing, suspending, revoking or  
21 reinstating a license issued pursuant to this chapter.

22 **Sec. 9.** NRS 683A.178 is hereby amended to read as follows:

23 683A.178 1. A pharmacy benefit manager has an obligation  
24 of good faith and fair dealing toward a third party or pharmacy  
25 when performing duties pursuant to a contract to which the  
26 pharmacy benefit manager is a party. Any provision of a contract  
27 that waives or limits that obligation is against public policy, void  
28 and unenforceable.

29 2. A pharmacy benefit manager shall notify a third party with  
30 which it has entered into a contract in writing of any activity, policy  
31 or practice of the pharmacy benefit manager that presents a conflict  
32 of interest that interferes with the obligations imposed by  
33 subsection 1.

34 3. *A pharmacy benefit manager that manages prescription*  
35 *drug benefits for an insurer licensed pursuant to this title shall*  
36 *comply with the provisions of this title which are applicable to the*  
37 *insurer when managing such benefits for the insurer.*

38 **Sec. 10.** Chapter 687B of NRS is hereby amended by adding  
39 thereto a new section to read as follows:

40 1. *A health carrier which offers or issues a network plan:*

41 (a) *Must demonstrate the capacity to adequately deliver family*  
42 *planning services provided by pharmacists or pharmacies to*  
43 *covered persons in accordance with the regulations adopted*  
44 *pursuant to subsection 2.*



1 (b) Shall make available to each covered person in this State a  
2 notice that meets the requirements prescribed by the regulations  
3 adopted pursuant to subsection 2 of each pharmacist or pharmacy  
4 that has entered into a provider network contract with the carrier  
5 to provide family planning services to covered persons who  
6 participate in the relevant network plan.

7 2. The Commissioner shall adopt regulations to carry out the  
8 provisions of this section, including, without limitation,  
9 regulations prescribing requirements for:

10 (a) A health carrier to demonstrate compliance with paragraph  
11 (a) of subsection 1. Those regulations must not allow a health  
12 carrier to demonstrate the capacity to adequately deliver family  
13 planning services to covered persons by demonstrating that the  
14 health carrier has entered into a network contract with one or  
15 more pharmacies for the sole purpose of dispensing prescription  
16 drugs to covered persons.

17 (b) The form and contents of the notice required by paragraph  
18 (b) of subsection 1.

19 **Sec. 11.** NRS 687B.225 is hereby amended to read as follows:

20 687B.225 1. Except as otherwise provided in NRS  
21 689A.0405, 689A.0412, 689A.0413, **689A.0418**, 689A.044,  
22 689A.0445, 689B.031, 689B.0313, 689B.0315, 689B.0317,  
23 689B.0374, **689B.0378**, 689C.1675, **689C.1676**, 695A.1856,  
24 **695A.1865**, 695B.1912, 695B.1913, 695B.1914, **695B.1919**,  
25 695B.1925, 695B.1942, **695C.1696**, 695C.1713, 695C.1735,  
26 695C.1737, 695C.1745, 695C.1751, 695G.170, 695G.171,  
27 695G.1714 , **695G.1715** and 695G.177, any contract for group,  
28 blanket or individual health insurance or any contract by a nonprofit  
29 hospital, medical or dental service corporation or organization for  
30 dental care which provides for payment of a certain part of medical  
31 or dental care may require the insured or member to obtain prior  
32 authorization for that care from the insurer or organization. The  
33 insurer or organization shall:

34 (a) File its procedure for obtaining approval of care pursuant to  
35 this section for approval by the Commissioner; and

36 (b) Respond to any request for approval by the insured or  
37 member pursuant to this section within 20 days after it receives the  
38 request.

39 2. The procedure for prior authorization may not discriminate  
40 among persons licensed to provide the covered care.

41 **Sec. 12.** NRS 687B.600 is hereby amended to read as follows:

42 687B.600 As used in NRS 687B.600 to 687B.850, inclusive,  
43 **and section 11 of this act**, unless the context otherwise requires, the  
44 words and terms defined in NRS 687B.602 to 687B.665, inclusive,  
45 have the meanings ascribed to them in those sections.



1       **Sec. 13.** NRS 687B.670 is hereby amended to read as follows:  
2       687B.670 If a health carrier offers or issues a network plan, the  
3 health carrier shall, with regard to that network plan:

4       1. Comply with all applicable requirements set forth in NRS  
5 687B.600 to 687B.850, inclusive ~~§~~, *and section 11 of this act*;

6       2. As applicable, ensure that each contract entered into for the  
7 purposes of the network plan between a participating provider of  
8 health care and the health carrier complies with the requirements set  
9 forth in NRS 687B.600 to 687B.850, inclusive ~~§~~, *and section 11*  
10 *of this act*; and

11       3. As applicable, ensure that the network plan complies with  
12 the requirements set forth in NRS 687B.600 to 687B.850, inclusive  
13 ~~§~~, *and section 11 of this act.*

14       **Sec. 14.** NRS 689A.0418 is hereby amended to read as  
15 follows:

16       689A.0418 1. Except as otherwise provided in subsection ~~7;~~  
17 *8*, an insurer that offers or issues a policy of health insurance shall  
18 include in the policy coverage for:

19       (a) Up to a 12-month supply, per prescription, of any type of  
20 drug for contraception or its therapeutic equivalent which is:

- 21       (1) Lawfully prescribed or ordered;
- 22       (2) Approved by the Food and Drug Administration;
- 23       (3) Listed in subsection ~~10;~~ *11*; and
- 24       (4) Dispensed in accordance with NRS 639.28075;

25       (b) Any type of device for contraception which is:

- 26       (1) Lawfully prescribed or ordered;
- 27       (2) Approved by the Food and Drug Administration; and
- 28       (3) Listed in subsection ~~10;~~ *11*;

29       (c) Self-administered hormonal contraceptives dispensed by a  
30 pharmacist pursuant to NRS 639.28078;

31       (d) Insertion of a device for contraception or removal of such a  
32 device if the device was inserted while the insured was covered by  
33 the same policy of health insurance;

34       (e) Education and counseling relating to the initiation of the use  
35 of contraception and any necessary follow-up after initiating such  
36 use;

37       (f) Management of side effects relating to contraception; and

38       (g) Voluntary sterilization for women.

39       2. *An insurer shall provide coverage for any services listed in*  
40 *subsection 1 which are within the authorized scope of practice of a*  
41 *pharmacist when such services are provided by a pharmacist who*  
42 *is employed by or serves as an independent contractor of an in-*  
43 *network pharmacy and in accordance with the applicable provider*  
44 *network contract. Such coverage must be provided to the same*  
45 *extent as if the services were provided by another provider of*



1 *health care, as applicable to the services being provided. The terms*  
2 *of the policy must not limit:*

3 (a) *Coverage for services listed in subsection 1 and provided by*  
4 *such a pharmacist to a number of occasions less than the coverage*  
5 *for such services when provided by another provider of health*  
6 *care.*

7 (b) *Reimbursement for services listed in subsection 1 and*  
8 *provided by such a pharmacist to an amount less than the amount*  
9 *reimbursed for similar services provided by a physician, physician*  
10 *assistant or advanced practice registered nurse.*

11 3. An insurer must ensure that the benefits required by  
12 subsection 1 are made available to an insured through a provider of  
13 health care who participates in the network plan of the insurer.

14 ~~[3.]~~ 4. If a covered therapeutic equivalent listed in subsection 1  
15 is not available or a provider of health care deems a covered  
16 therapeutic equivalent to be medically inappropriate, an alternate  
17 therapeutic equivalent prescribed by a provider of health care must  
18 be covered by the insurer.

19 ~~[4.]~~ 5. Except as otherwise provided in subsections ~~[8.]~~ 9, 10  
20 and ~~[11.]~~ 12, an insurer that offers or issues a policy of health  
21 insurance shall not:

22 (a) Require an insured to pay a higher deductible, any  
23 copayment or coinsurance or require a longer waiting period or  
24 other condition for coverage to obtain any benefit included in the  
25 policy pursuant to subsection 1;

26 (b) Refuse to issue a policy of health insurance or cancel a  
27 policy of health insurance solely because the person applying for or  
28 covered by the policy uses or may use any such benefit;

29 (c) Offer or pay any type of material inducement or financial  
30 incentive to an insured to discourage the insured from obtaining any  
31 such benefit;

32 (d) Penalize a provider of health care who provides any such  
33 benefit to an insured, including, without limitation, reducing the  
34 reimbursement of the provider of health care;

35 (e) Offer or pay any type of material inducement, bonus or other  
36 financial incentive to a provider of health care to deny, reduce,  
37 withhold, limit or delay access to any such benefit to an insured; or

38 (f) Impose any other restrictions or delays on the access of an  
39 insured any such benefit.

40 ~~[5.]~~ 6. Coverage pursuant to this section for the covered  
41 dependent of an insured must be the same as for the insured.

42 ~~[6.]~~ 7. Except as otherwise provided in subsection ~~[7.]~~ 8, a  
43 policy subject to the provisions of this chapter that is delivered,  
44 issued for delivery or renewed on or after January 1, ~~[2022,]~~ 2024,  
45 has the legal effect of including the coverage required by



1 ~~[subsection 1.]~~ *this section*, and any provision of the policy or the  
2 renewal which is in conflict with this section is void.

3 ~~[7.]~~ 8. An insurer that offers or issues a policy of health  
4 insurance and which is affiliated with a religious organization is not  
5 required to provide the coverage required by subsection 1 if the  
6 insurer objects on religious grounds. Such an insurer shall, before  
7 the issuance of a policy of health insurance and before the renewal  
8 of such a policy, provide to the prospective insured written notice of  
9 the coverage that the insurer refuses to provide pursuant to this  
10 subsection.

11 ~~[8.]~~ 9. An insurer may require an insured to pay a higher  
12 deductible, copayment or coinsurance for a drug for contraception if  
13 the insured refuses to accept a therapeutic equivalent of the drug.

14 ~~[9.]~~ 10. For each of the 18 methods of contraception listed in  
15 subsection ~~[10.]~~ 11 that have been approved by the Food and Drug  
16 Administration, a policy of health insurance must include at least  
17 one drug or device for contraception within each method for which  
18 no deductible, copayment or coinsurance may be charged to the  
19 insured, but the insurer may charge a deductible, copayment or  
20 coinsurance for any other drug or device that provides the same  
21 method of contraception. *If the insurer charges a copayment or  
22 coinsurance for a drug for contraception, the insurer may only  
23 require an insured to pay the copayment or coinsurance:*

24 *(a) Once for the entire amount of the drug dispensed for the  
25 plan year; or*

26 *(b) Once for each 1-month supply of the drug dispensed.*

27 ~~[10.]~~ 11. The following 18 methods of contraception must be  
28 covered pursuant to this section:

- 29 (a) Voluntary sterilization for women;
- 30 (b) Surgical sterilization implants for women;
- 31 (c) Implantable rods;
- 32 (d) Copper-based intrauterine devices;
- 33 (e) Progesterone-based intrauterine devices;
- 34 (f) Injections;
- 35 (g) Combined estrogen- and progestin-based drugs;
- 36 (h) Progestin-based drugs;
- 37 (i) Extended- or continuous-regimen drugs;
- 38 (j) Estrogen- and progestin-based patches;
- 39 (k) Vaginal contraceptive rings;
- 40 (l) Diaphragms with spermicide;
- 41 (m) Sponges with spermicide;
- 42 (n) Cervical caps with spermicide;
- 43 (o) Female condoms;
- 44 (p) Spermicide;





1 (q) Combined estrogen- and progestin-based drugs for  
2 emergency contraception or progestin-based drugs for emergency  
3 contraception; and

4 (r) Ulipristal acetate for emergency contraception.

5 ~~{H1-}~~ 12. Except as otherwise provided in this section and  
6 federal law, an insurer may use medical management techniques,  
7 including, without limitation, any available clinical evidence, to  
8 determine the frequency of or treatment relating to any benefit  
9 required by this section or the type of provider of health care to use  
10 for such treatment.

11 ~~{H2-}~~ 13. An insurer shall not ~~{use}~~ :

12 (a) *Use* medical management techniques to require an insured to  
13 use a method of contraception other than the method prescribed or  
14 ordered by a provider of health care ~~{}~~; or

15 (b) *Require an insured to obtain prior authorization for the*  
16 *benefits described in paragraphs (a) and (c) of subsection 1.*

17 ~~{H3-}~~ 14. An insurer must provide an accessible, transparent  
18 and expedited process which is not unduly burdensome by which an  
19 insured, or the authorized representative of the insured, may request  
20 an exception relating to any medical management technique used by  
21 the insurer to obtain any benefit required by this section without a  
22 higher deductible, copayment or coinsurance.

23 ~~{H4-}~~ 15. As used in this section:

24 (a) *“In-network pharmacy” means a pharmacy that has*  
25 *entered into a contract with an insurer to provide services to*  
26 *insureds through a network plan offered or issued by the insurer.*

27 (b) *“Medical management technique” means a practice which is*  
28 *used to control the cost or utilization of health care services or*  
29 *prescription drug use. The term includes, without limitation, the use*  
30 *of step therapy, prior authorization or categorizing drugs and*  
31 *devices based on cost, type or method of administration.*

32 ~~{(b)}~~ (c) *“Network plan” means a policy of health insurance*  
33 *offered by an insurer under which the financing and delivery of*  
34 *medical care, including items and services paid for as medical care,*  
35 *are provided, in whole or in part, through a defined set of providers*  
36 *under contract with the insurer. The term does not include an*  
37 *arrangement for the financing of premiums.*

38 ~~{(e)}~~ (d) *“Provider network contract” means a contract*  
39 *between an insurer and a provider of health care or pharmacy*  
40 *specifying the rights and responsibilities of the insurer and the*  
41 *provider of health care or pharmacy, as applicable, for delivery of*  
42 *health care services pursuant to a network plan.*

43 (e) *“Provider of health care” has the meaning ascribed to it in*  
44 *NRS 629.031.*

45 ~~{(d)}~~ (f) *“Therapeutic equivalent” means a drug which:*





1 (1) Contains an identical amount of the same active  
2 ingredients in the same dosage and method of administration as  
3 another drug;

4 (2) Is expected to have the same clinical effect when  
5 administered to a patient pursuant to a prescription or order as  
6 another drug; and

7 (3) Meets any other criteria required by the Food and Drug  
8 Administration for classification as a therapeutic equivalent.

9 **Sec. 15.** NRS 689B.0378 is hereby amended to read as  
10 follows:

11 689B.0378 1. Except as otherwise provided in subsection ~~7~~,  
12 **8**, an insurer that offers or issues a policy of group health insurance  
13 shall include in the policy coverage for:

14 (a) Up to a 12-month supply, per prescription, of any type of  
15 drug for contraception or its therapeutic equivalent which is:

- 16 (1) Lawfully prescribed or ordered;
- 17 (2) Approved by the Food and Drug Administration;
- 18 (3) Listed in subsection ~~11~~ **12**; and
- 19 (4) Dispensed in accordance with NRS 639.28075;

20 (b) Any type of device for contraception which is:

- 21 (1) Lawfully prescribed or ordered;
- 22 (2) Approved by the Food and Drug Administration; and
- 23 (3) Listed in subsection ~~11~~ **12**;

24 (c) Self-administered hormonal contraceptives dispensed by a  
25 pharmacist pursuant to NRS 639.28078;

26 (d) Insertion of a device for contraception or removal of such a  
27 device if the device was inserted while the insured was covered by  
28 the same policy of group health insurance;

29 (e) Education and counseling relating to the initiation of the use  
30 of contraception and any necessary follow-up after initiating such  
31 use;

32 (f) Management of side effects relating to contraception; and

33 (g) Voluntary sterilization for women.

34 2. *An insurer shall provide coverage for any services listed in*  
35 *subsection 1 which are within the authorized scope of practice of a*  
36 *pharmacist when such services are provided by a pharmacist who*  
37 *is employed by or serves as an independent contractor of an in-*  
38 *network pharmacy and in accordance with the applicable network*  
39 *contract. Such coverage must be provided to the same extent as if*  
40 *the services were provided by another provider of health care, as*  
41 *applicable to the services being provided. The terms of the policy*  
42 *must not limit:*

43 (a) *Coverage for services listed in subsection 1 and provided by*  
44 *such a pharmacist to a number of occasions less than the coverage*



1 *for such services when provided by another provider of health*  
2 *care.*

3 *(b) Reimbursement for services listed in subsection 1 and*  
4 *provided by such a pharmacist to an amount less than the amount*  
5 *reimbursed for similar services provided by a physician, physician*  
6 *assistant or advanced practice registered nurse.*

7 3. An insurer must ensure that the benefits required by  
8 subsection 1 are made available to an insured through a provider of  
9 health care who participates in the network plan of the insurer.

10 ~~{3.}~~ 4. If a covered therapeutic equivalent listed in subsection 1  
11 is not available or a provider of health care deems a covered  
12 therapeutic equivalent to be medically inappropriate, an alternate  
13 therapeutic equivalent prescribed by a provider of health care must  
14 be covered by the insurer.

15 ~~{4.}~~ 5. Except as otherwise provided in subsections ~~{9.}~~ 10, 11  
16 and ~~{12.}~~ 13, an insurer that offers or issues a policy of group health  
17 insurance shall not:

18 (a) Require an insured to pay a higher deductible, any  
19 copayment or coinsurance or require a longer waiting period or  
20 other condition to obtain any benefit included in the policy pursuant  
21 to subsection 1;

22 (b) Refuse to issue a policy of group health insurance or cancel a  
23 policy of group health insurance solely because the person applying  
24 for or covered by the policy uses or may use any such benefit;

25 (c) Offer or pay any type of material inducement or financial  
26 incentive to an insured to discourage the insured from obtaining any  
27 such benefit;

28 (d) Penalize a provider of health care who provides any such  
29 benefit to an insured, including, without limitation, reducing the  
30 reimbursement to the provider of health care;

31 (e) Offer or pay any type of material inducement, bonus or other  
32 financial incentive to a provider of health care to deny, reduce,  
33 withhold, limit or delay access to any such benefit to an insured; or

34 (f) Impose any other restrictions or delays on the access of an  
35 insured to any such benefit.

36 ~~{5.}~~ 6. Coverage pursuant to this section for the covered  
37 dependent of an insured must be the same as for the insured.

38 ~~{6.}~~ 7. Except as otherwise provided in subsection ~~{7.}~~ 8, a  
39 policy subject to the provisions of this chapter that is delivered,  
40 issued for delivery or renewed on or after January 1, ~~{2022.}~~ 2024,  
41 has the legal effect of including the coverage required by  
42 ~~{subsection 1.}~~ *this section*, and any provision of the policy or the  
43 renewal which is in conflict with this section is void.

44 ~~{7.}~~ 8. An insurer that offers or issues a policy of group health  
45 insurance and which is affiliated with a religious organization is not



1 required to provide the coverage required by subsection 1 if the  
2 insurer objects on religious grounds. Such an insurer shall, before  
3 the issuance of a policy of group health insurance and before the  
4 renewal of such a policy, provide to the group policyholder or  
5 prospective insured, as applicable, written notice of the coverage  
6 that the insurer refuses to provide pursuant to this subsection.

7 ~~[8.]~~ **9.** If an insurer refuses, pursuant to subsection ~~[7.]~~ **8,** to  
8 provide the coverage required by subsection 1, an employer may  
9 otherwise provide for the coverage for the employees of the  
10 employer.

11 ~~[9.]~~ **10.** An insurer may require an insured to pay a higher  
12 deductible, copayment or coinsurance for a drug for contraception if  
13 the insured refuses to accept a therapeutic equivalent of the drug.

14 ~~[10.]~~ **11.** For each of the 18 methods of contraception listed in  
15 subsection ~~[11.]~~ **12** that have been approved by the Food and Drug  
16 Administration, a policy of group health insurance must include at  
17 least one drug or device for contraception within each method for  
18 which no deductible, copayment or coinsurance may be charged to  
19 the insured, but the insurer may charge a deductible, copayment or  
20 coinsurance for any other drug or device that provides the same  
21 method of contraception. *If the insurer charges a copayment or  
22 coinsurance for a drug for contraception, the insurer may only  
23 require an insured to pay the copayment or coinsurance:*

24 *(a) Once for the entire amount of the drug dispensed for the  
25 plan year; or*

26 *(b) Once for each 1-month supply of the drug dispensed.*

27 ~~[11.]~~ **12.** The following 18 methods of contraception must be  
28 covered pursuant to this section:

- 29 (a) Voluntary sterilization for women;
- 30 (b) Surgical sterilization implants for women;
- 31 (c) Implantable rods;
- 32 (d) Copper-based intrauterine devices;
- 33 (e) Progesterone-based intrauterine devices;
- 34 (f) Injections;
- 35 (g) Combined estrogen- and progestin-based drugs;
- 36 (h) Progestin-based drugs;
- 37 (i) Extended- or continuous-regimen drugs;
- 38 (j) Estrogen- and progestin-based patches;
- 39 (k) Vaginal contraceptive rings;
- 40 (l) Diaphragms with spermicide;
- 41 (m) Sponges with spermicide;
- 42 (n) Cervical caps with spermicide;
- 43 (o) Female condoms;
- 44 (p) Spermicide;



1 (q) Combined estrogen- and progestin-based drugs for  
2 emergency contraception or progestin-based drugs for emergency  
3 contraception; and

4 (r) Ulipristal acetate for emergency contraception.

5 ~~{H2-}~~ 13. Except as otherwise provided in this section and  
6 federal law, an insurer may use medical management techniques,  
7 including, without limitation, any available clinical evidence, to  
8 determine the frequency of or treatment relating to any benefit  
9 required by this section or the type of provider of health care to use  
10 for such treatment.

11 ~~{H3-}~~ 14. An insurer shall not ~~{use}~~ :

12 (a) *Use* medical management techniques to require an insured to  
13 use a method of contraception other than the method prescribed or  
14 ordered by a provider of health care ~~{}~~; *or*

15 (b) *Require an insured to obtain prior authorization for the*  
16 *benefits described in paragraphs (a) and (c) of subsection 1.*

17 ~~{H4-}~~ 15. An insurer must provide an accessible, transparent  
18 and expedited process which is not unduly burdensome by which an  
19 insured, or the authorized representative of the insured, may request  
20 an exception relating to any medical management technique used by  
21 the insurer to obtain any benefit required by this section without a  
22 higher deductible, copayment or coinsurance.

23 ~~{H5-}~~ 16. As used in this section:

24 (a) *“In-network pharmacy” means a pharmacy that has*  
25 *entered into a contract with an insurer to provide services to*  
26 *insureds through a network plan offered or issued by the insurer.*

27 (b) *“Medical management technique” means a practice which is*  
28 *used to control the cost or utilization of health care services or*  
29 *prescription drug use. The term includes, without limitation, the use*  
30 *of step therapy, prior authorization or categorizing drugs and*  
31 *devices based on cost, type or method of administration.*

32 ~~{(b)}~~ (c) *“Network plan” means a policy of group health*  
33 *insurance offered by an insurer under which the financing and*  
34 *delivery of medical care, including items and services paid for as*  
35 *medical care, are provided, in whole or in part, through a defined set*  
36 *of providers under contract with the insurer. The term does not*  
37 *include an arrangement for the financing of premiums.*

38 ~~{(e)}~~ (d) *“Provider network contract” means a contract*  
39 *between an insurer and a provider of health care or pharmacy*  
40 *specifying the rights and responsibilities of the insurer and the*  
41 *provider of health care or pharmacy, as applicable, for delivery of*  
42 *health care services pursuant to a network plan.*

43 (e) *“Provider of health care” has the meaning ascribed to it in*  
44 *NRS 629.031.*

45 ~~{(d)}~~ (f) *“Therapeutic equivalent” means a drug which:*



1 (1) Contains an identical amount of the same active  
2 ingredients in the same dosage and method of administration as  
3 another drug;

4 (2) Is expected to have the same clinical effect when  
5 administered to a patient pursuant to a prescription or order as  
6 another drug; and

7 (3) Meets any other criteria required by the Food and Drug  
8 Administration for classification as a therapeutic equivalent.

9 **Sec. 16.** NRS 689C.1676 is hereby amended to read as  
10 follows:

11 689C.1676 1. Except as otherwise provided in subsection ~~7;~~  
12 **8**, a carrier that offers or issues a health benefit plan shall include in  
13 the plan coverage for:

14 (a) Up to a 12-month supply, per prescription, of any type of  
15 drug for contraception or its therapeutic equivalent which is:

16 (1) Lawfully prescribed or ordered;

17 (2) Approved by the Food and Drug Administration;

18 (3) Listed in subsection ~~10;~~ **11**; and

19 (4) Dispensed in accordance with NRS 639.28075;

20 (b) Any type of device for contraception which is:

21 (1) Lawfully prescribed or ordered;

22 (2) Approved by the Food and Drug Administration; and

23 (3) Listed in subsection ~~10;~~ **11**;

24 (c) Self-administered hormonal contraceptives dispensed by a  
25 pharmacist pursuant to NRS 639.28078;

26 (d) Insertion of a device for contraception or removal of such a  
27 device if the device was inserted while the insured was covered by  
28 the same health benefit plan;

29 (e) Education and counseling relating to the initiation of the use  
30 of contraception and any necessary follow-up after initiating such  
31 use;

32 (f) Management of side effects relating to contraception; and

33 (g) Voluntary sterilization for women.

34 2. *A carrier shall provide coverage for any services listed in*  
35 *subsection 1 which are within the authorized scope of practice of a*  
36 *pharmacist when such services are provided by a pharmacist who*  
37 *is employed by or serves as an independent contractor of an in-*  
38 *network pharmacy and in accordance with the applicable provider*  
39 *network contract. Such coverage must be provided to the same*  
40 *extent as if the services were provided by another provider of*  
41 *health care, as applicable to the services being provided. The terms*  
42 *of the policy must not limit:*

43 (a) *Coverage for services listed in subsection 1 and provided by*  
44 *such a pharmacist to a number of occasions less than the coverage*



1 *for such services when provided by another provider of health*  
2 *care.*

3 *(b) Reimbursement for services listed in subsection 1 and*  
4 *provided by such a pharmacist to an amount less than the amount*  
5 *reimbursed for similar services provided by a physician, physician*  
6 *assistant or advanced practice registered nurse.*

7 3. A carrier must ensure that the benefits required by  
8 subsection 1 are made available to an insured through a provider of  
9 health care who participates in the network plan of the carrier.

10 ~~[3.]~~ 4. If a covered therapeutic equivalent listed in subsection 1  
11 is not available or a provider of health care deems a covered  
12 therapeutic equivalent to be medically inappropriate, an alternate  
13 therapeutic equivalent prescribed by a provider of health care must  
14 be covered by the carrier.

15 ~~[4.]~~ 5. Except as otherwise provided in subsections ~~[8.]~~ 9, 10  
16 and ~~[11.]~~ 12, a carrier that offers or issues a health benefit plan shall  
17 not:

18 (a) Require an insured to pay a higher deductible, any  
19 copayment or coinsurance or require a longer waiting period or  
20 other condition to obtain any benefit included in the health benefit  
21 plan pursuant to subsection 1;

22 (b) Refuse to issue a health benefit plan or cancel a health  
23 benefit plan solely because the person applying for or covered by  
24 the plan uses or may use any such benefit;

25 (c) Offer or pay any type of material inducement or financial  
26 incentive to an insured to discourage the insured from obtaining any  
27 such benefit;

28 (d) Penalize a provider of health care who provides any such  
29 benefit to an insured, including, without limitation, reducing the  
30 reimbursement to the provider of health care;

31 (e) Offer or pay any type of material inducement, bonus or other  
32 financial incentive to a provider of health care to deny, reduce,  
33 withhold, limit or delay access to any such benefit to an insured; or

34 (f) Impose any other restrictions or delays on the access of an  
35 insured to any such benefit.

36 ~~[5.]~~ 6. Coverage pursuant to this section for the covered  
37 dependent of an insured must be the same as for the insured.

38 ~~[6.]~~ 7. Except as otherwise provided in subsection ~~[7.]~~ 8, a  
39 health benefit plan subject to the provisions of this chapter that is  
40 delivered, issued for delivery or renewed on or after January 1,  
41 ~~[2022.]~~ 2024, has the legal effect of including the coverage required  
42 by ~~[subsection 1.]~~ *this section*, and any provision of the plan or the  
43 renewal which is in conflict with this section is void.

44 ~~[7.]~~ 8. A carrier that offers or issues a health benefit plan and  
45 which is affiliated with a religious organization is not required to



1 provide the coverage required by subsection 1 if the carrier objects  
2 on religious grounds. Such a carrier shall, before the issuance of a  
3 health benefit plan and before the renewal of such a plan, provide to  
4 the prospective insured written notice of the coverage that the  
5 carrier refuses to provide pursuant to this subsection.

6 ~~[8.]~~ 9. A carrier may require an insured to pay a higher  
7 deductible, copayment or coinsurance for a drug for contraception if  
8 the insured refuses to accept a therapeutic equivalent of the drug.

9 ~~[9.]~~ 10. For each of the 18 methods of contraception listed in  
10 subsection ~~[10.]~~ 11 that have been approved by the Food and Drug  
11 Administration, a health benefit plan must include at least one drug  
12 or device for contraception within each method for which no  
13 deductible, copayment or coinsurance may be charged to the  
14 insured, but the carrier may charge a deductible, copayment or  
15 coinsurance for any other drug or device that provides the same  
16 method of contraception. *If the carrier charges a copayment or  
17 coinsurance for a drug for contraception, the carrier may only  
18 require an insured to pay the copayment or coinsurance:*

19 *(a) Once for the entire amount of the drug dispensed for the  
20 plan year; or*

21 *(b) Once for each 1-month supply of the drug dispensed.*

22 ~~[10.]~~ 11. The following 18 methods of contraception must be  
23 covered pursuant to this section:

- 24 (a) Voluntary sterilization for women;
- 25 (b) Surgical sterilization implants for women;
- 26 (c) Implantable rods;
- 27 (d) Copper-based intrauterine devices;
- 28 (e) Progesterone-based intrauterine devices;
- 29 (f) Injections;
- 30 (g) Combined estrogen- and progestin-based drugs;
- 31 (h) Progestin-based drugs;
- 32 (i) Extended- or continuous-regimen drugs;
- 33 (j) Estrogen- and progestin-based patches;
- 34 (k) Vaginal contraceptive rings;
- 35 (l) Diaphragms with spermicide;
- 36 (m) Sponges with spermicide;
- 37 (n) Cervical caps with spermicide;
- 38 (o) Female condoms;
- 39 (p) Spermicide;
- 40 (q) Combined estrogen- and progestin-based drugs for  
41 emergency contraception or progestin-based drugs for emergency  
42 contraception; and
- 43 (r) Ulipristal acetate for emergency contraception.

44 ~~[11.]~~ 12. Except as otherwise provided in this section and  
45 federal law, a carrier may use medical management techniques,





1 including, without limitation, any available clinical evidence, to  
2 determine the frequency of or treatment relating to any benefit  
3 required by this section or the type of provider of health care to use  
4 for such treatment.

5 ~~[H2.]~~ 13. A carrier shall not ~~[use]~~ :

6 (a) *Use* medical management techniques to require an insured to  
7 use a method of contraception other than the method prescribed or  
8 ordered by a provider of health care ~~[.]~~; *or*

9 (b) *Require an insured to obtain prior authorization for the*  
10 *benefits described in paragraphs (a) and (c) of subsection 1.*

11 ~~[H3.]~~ 14. A carrier must provide an accessible, transparent and  
12 expedited process which is not unduly burdensome by which an  
13 insured, or the authorized representative of the insured, may request  
14 an exception relating to any medical management technique used by  
15 the carrier to obtain any benefit required by this section without a  
16 higher deductible, copayment or coinsurance.

17 ~~[H4.]~~ 15. As used in this section:

18 (a) *“In-network pharmacy” means a pharmacy that has*  
19 *entered into a contract with a carrier to provide services to*  
20 *insureds through a network plan offered or issued by the carrier.*

21 (b) “Medical management technique” means a practice which is  
22 used to control the cost or utilization of health care services or  
23 prescription drug use. The term includes, without limitation, the use  
24 of step therapy, prior authorization or categorizing drugs and  
25 devices based on cost, type or method of administration.

26 ~~[(b)]~~ (c) “Network plan” means a health benefit plan offered by  
27 a carrier under which the financing and delivery of medical care,  
28 including items and services paid for as medical care, are provided,  
29 in whole or in part, through a defined set of providers under contract  
30 with the carrier. The term does not include an arrangement for the  
31 financing of premiums.

32 ~~[(e)]~~ (d) *“Provider network contract” means a contract*  
33 *between a carrier and a provider of health care or pharmacy*  
34 *specifying the rights and responsibilities of the carrier and the*  
35 *provider of health care or pharmacy, as applicable, for delivery of*  
36 *health care services pursuant to a network plan.*

37 (e) “Provider of health care” has the meaning ascribed to it in  
38 NRS 629.031.

39 ~~[(d)]~~ (f) “Therapeutic equivalent” means a drug which:

40 (1) Contains an identical amount of the same active  
41 ingredients in the same dosage and method of administration as  
42 another drug;

43 (2) Is expected to have the same clinical effect when  
44 administered to a patient pursuant to a prescription or order as  
45 another drug; and



(3) Meets any other criteria required by the Food and Drug Administration for classification as a therapeutic equivalent.

**Sec. 17.** NRS 695A.1865 is hereby amended to read as follows:

695A.1865 1. Except as otherwise provided in subsection ~~7;~~ 8, a society that offers or issues a benefit contract which provides coverage for prescription drugs or devices shall include in the contract coverage for:

(a) Up to a 12-month supply, per prescription, of any type of drug for contraception or its therapeutic equivalent which is:

- (1) Lawfully prescribed or ordered;
- (2) Approved by the Food and Drug Administration;
- (3) Listed in subsection ~~10;~~ 11; and
- (4) Dispensed in accordance with NRS 639.28075;

(b) Any type of device for contraception which is:

- (1) Lawfully prescribed or ordered;
- (2) Approved by the Food and Drug Administration; and
- (3) Listed in subsection ~~10;~~ 11;

(c) Self-administered hormonal contraceptives dispensed by a pharmacist pursuant to NRS 639.28078;

(d) Insertion of a device for contraception or removal of such a device if the device was inserted while the insured was covered by the same benefit contract;

(e) Education and counseling relating to the initiation of the use of contraception and any necessary follow-up after initiating such use;

(f) Management of side effects relating to contraception; and

(g) Voluntary sterilization for women.

2. *A society shall provide coverage for any services listed in subsection 1 which are within the authorized scope of practice of a pharmacist when such services are provided by a pharmacist who is employed by or serves as an independent contractor of an in-network pharmacy and in accordance with the applicable provider network contract. Such coverage must be provided to the same extent as if the services were provided by another provider of health care, as applicable to the services being provided. The terms of the policy must not limit:*

*(a) Coverage for services listed in subsection 1 and provided by such a pharmacist to a number of occasions less than the coverage for such services when provided by another provider of health care.*

*(b) Reimbursement for services listed in subsection 1 and provided by such a pharmacist to an amount less than the amount reimbursed for similar services provided by a physician, physician assistant or advanced practice registered nurse.*



1       **3.** A society must ensure that the benefits required by  
2 subsection 1 are made available to an insured through a provider of  
3 health care who participates in the network plan of the society.

4       ~~[3.]~~ **4.** If a covered therapeutic equivalent listed in subsection 1  
5 is not available or a provider of health care deems a covered  
6 therapeutic equivalent to be medically inappropriate, an alternate  
7 therapeutic equivalent prescribed by a provider of health care must  
8 be covered by the society.

9       ~~[4.]~~ **5.** Except as otherwise provided in subsections ~~[8.]~~ 9, 10  
10 and ~~[11.]~~ 12, a society that offers or issues a benefit contract shall  
11 not:

12       (a) Require an insured to pay a higher deductible, any  
13 copayment or coinsurance or require a longer waiting period or  
14 other condition for coverage for any benefit included in the benefit  
15 contract pursuant to subsection 1;

16       (b) Refuse to issue a benefit contract or cancel a benefit contract  
17 solely because the person applying for or covered by the contract  
18 uses or may use any such benefit;

19       (c) Offer or pay any type of material inducement or financial  
20 incentive to an insured to discourage the insured from obtaining any  
21 such benefit;

22       (d) Penalize a provider of health care who provides any such  
23 benefit to an insured, including, without limitation, reducing the  
24 reimbursement to the provider of health care;

25       (e) Offer or pay any type of material inducement, bonus or other  
26 financial incentive to a provider of health care to deny, reduce,  
27 withhold, limit or delay access to any such benefit to an insured; or

28       (f) Impose any other restrictions or delays on the access of an  
29 insured to any such benefit.

30       ~~[5.]~~ **6.** Coverage pursuant to this section for the covered  
31 dependent of an insured must be the same as for the insured.

32       ~~[6.]~~ **7.** Except as otherwise provided in subsection ~~[7.]~~ 8, a  
33 benefit contract subject to the provisions of this chapter that is  
34 delivered, issued for delivery or renewed on or after January 1,  
35 ~~[2022.]~~ 2024, has the legal effect of including the coverage required  
36 by ~~[subsection 1.]~~ *this section*, and any provision of the contract or  
37 the renewal which is in conflict with this section is void.

38       ~~[7.]~~ **8.** A society that offers or issues a benefit contract and  
39 which is affiliated with a religious organization is not required to  
40 provide the coverage required by subsection 1 if the society objects  
41 on religious grounds. Such a society shall, before the issuance of a  
42 benefit contract and before the renewal of such a contract, provide  
43 to the prospective insured written notice of the coverage that the  
44 society refuses to provide pursuant to this subsection.



1 ~~§ 9.~~ 9. A society may require an insured to pay a higher  
2 deductible, copayment or coinsurance for a drug for contraception if  
3 the insured refuses to accept a therapeutic equivalent of the drug.

4 ~~§ 10.~~ 10. For each of the 18 methods of contraception listed in  
5 subsection ~~§ 11~~ 11 that have been approved by the Food and Drug  
6 Administration, a benefit contract must include at least one drug or  
7 device for contraception within each method for which no  
8 deductible, copayment or coinsurance may be charged to the  
9 insured, but the society may charge a deductible, copayment or  
10 coinsurance for any other drug or device that provides the same  
11 method of contraception. *If the society charges a copayment or*  
12 *coinsurance for a drug for contraception, the society may only*  
13 *require an insured to pay the copayment or coinsurance:*

14 (a) *Once for the entire amount of the drug dispensed for the*  
15 *plan year; or*

16 (b) *Once for each 1-month supply of the drug dispensed.*

17 ~~§ 11.~~ 11. The following 18 methods of contraception must be  
18 covered pursuant to this section:

- 19 (a) Voluntary sterilization for women;
- 20 (b) Surgical sterilization implants for women;
- 21 (c) Implantable rods;
- 22 (d) Copper-based intrauterine devices;
- 23 (e) Progesterone-based intrauterine devices;
- 24 (f) Injections;
- 25 (g) Combined estrogen- and progestin-based drugs;
- 26 (h) Progestin-based drugs;
- 27 (i) Extended- or continuous-regimen drugs;
- 28 (j) Estrogen- and progestin-based patches;
- 29 (k) Vaginal contraceptive rings;
- 30 (l) Diaphragms with spermicide;
- 31 (m) Sponges with spermicide;
- 32 (n) Cervical caps with spermicide;
- 33 (o) Female condoms;
- 34 (p) Spermicide;
- 35 (q) Combined estrogen- and progestin-based drugs for  
36 emergency contraception or progestin-based drugs for emergency  
37 contraception; and
- 38 (r) Ulipristal acetate for emergency contraception.

39 ~~§ 12.~~ 12. Except as otherwise provided in this section and  
40 federal law, a society may use medical management techniques,  
41 including, without limitation, any available clinical evidence, to  
42 determine the frequency of or treatment relating to any benefit  
43 required by this section or the type of provider of health care to use  
44 for such treatment.

45 ~~§ 13.~~ 13. A society shall not ~~use~~ :



1 (a) *Use* medical management techniques to require an insured to  
2 use a method of contraception other than the method prescribed or  
3 ordered by a provider of health care ~~H3~~; *or*

4 (b) *Require an insured to obtain prior authorization for the*  
5 *benefits described in paragraphs (a) and (c) of subsection 1.*

6 ~~H3~~ 14. A society must provide an accessible, transparent and  
7 expedited process which is not unduly burdensome by which an  
8 insured, or the authorized representative of the insured, may request  
9 an exception relating to any medical management technique used by  
10 the society to obtain any benefit required by this section without a  
11 higher deductible, copayment or coinsurance.

12 ~~H4~~ 15. As used in this section:

13 (a) *“In-network pharmacy” means a pharmacy that has*  
14 *entered into a contract with a society to provide services to*  
15 *insureds through a network plan offered or issued by the society.*

16 (b) “Medical management technique” means a practice which is  
17 used to control the cost or utilization of health care services or  
18 prescription drug use. The term includes, without limitation, the use  
19 of step therapy, prior authorization or categorizing drugs and  
20 devices based on cost, type or method of administration.

21 ~~H(b)~~ (c) “Network plan” means a benefit contract offered by a  
22 society under which the financing and delivery of medical care,  
23 including items and services paid for as medical care, are provided,  
24 in whole or in part, through a defined set of providers under contract  
25 with the society. The term does not include an arrangement for the  
26 financing of premiums.

27 ~~H(e)~~ (d) *“Provider network contract” means a contract*  
28 *between a society and a provider of health care or pharmacy*  
29 *specifying the rights and responsibilities of the society and the*  
30 *provider of health care or pharmacy, as applicable, for delivery of*  
31 *health care services pursuant to a network plan.*

32 (e) “Provider of health care” has the meaning ascribed to it in  
33 NRS 629.031.

34 ~~H(d)~~ (f) “Therapeutic equivalent” means a drug which:

35 (1) Contains an identical amount of the same active  
36 ingredients in the same dosage and method of administration as  
37 another drug;

38 (2) Is expected to have the same clinical effect when  
39 administered to a patient pursuant to a prescription or order as  
40 another drug; and

41 (3) Meets any other criteria required by the Food and Drug  
42 Administration for classification as a therapeutic equivalent.



1 **Sec. 18.** NRS 695B.1919 is hereby amended to read as  
2 follows:

3 695B.1919 1. Except as otherwise provided in subsection ~~7,~~  
4 **8,** an insurer that offers or issues a contract for hospital or medical  
5 service shall include in the contract coverage for:

6 (a) Up to a 12-month supply, per prescription, of any type of  
7 drug for contraception or its therapeutic equivalent which is:

- 8 (1) Lawfully prescribed or ordered;  
9 (2) Approved by the Food and Drug Administration;  
10 (3) Listed in subsection ~~11;~~ **12;** and  
11 (4) Dispensed in accordance with NRS 639.28075;

12 (b) Any type of device for contraception which is:

- 13 (1) Lawfully prescribed or ordered;  
14 (2) Approved by the Food and Drug Administration; and  
15 (3) Listed in subsection ~~11;~~ **12;**

16 (c) Self-administered hormonal contraceptives dispensed by a  
17 pharmacist pursuant to NRS 639.28078;

18 (d) Insertion of a device for contraception or removal of such a  
19 device if the device was inserted while the insured was covered by  
20 the same contract for hospital or medical service;

21 (e) Education and counseling relating to the initiation of the use  
22 of contraception and any necessary follow-up after initiating such  
23 use;

24 (f) Management of side effects relating to contraception; and

25 (g) Voluntary sterilization for women.

26 **2. *An insurer shall provide coverage for any services listed in***  
27 ***subsection 1 which are within the authorized scope of practice of a***  
28 ***pharmacist when such services are provided by a pharmacist who***  
29 ***is employed by or serves as an independent contractor of an in-***  
30 ***network pharmacy and in accordance with the applicable provider***  
31 ***network contract. Such coverage must be provided to the same***  
32 ***extent as if the services were provided by another provider of***  
33 ***health care, as applicable to the services being provided. The terms***  
34 ***of the policy must not limit:***

35 ***(a) Coverage for services listed in subsection 1 and provided by***  
36 ***such a pharmacist to a number of occasions less than the coverage***  
37 ***for such services when provided by another provider of health***  
38 ***care.***

39 ***(b) Reimbursement for services listed in subsection 1 and***  
40 ***provided by such a pharmacist to an amount less than the amount***  
41 ***reimbursed for similar services provided by a physician, physician***  
42 ***assistant or advanced practice registered nurse.***

43 **3.** An insurer that offers or issues a contract for hospital or  
44 medical services must ensure that the benefits required by



1 subsection 1 are made available to an insured through a provider of  
2 health care who participates in the network plan of the insurer.

3 ~~[3.]~~ 4. If a covered therapeutic equivalent listed in subsection 1  
4 is not available or a provider of health care deems a covered  
5 therapeutic equivalent to be medically inappropriate, an alternate  
6 therapeutic equivalent prescribed by a provider of health care must  
7 be covered by the insurer.

8 ~~[4.]~~ 5. Except as otherwise provided in subsections ~~[9.]~~ 10, 11  
9 and ~~[12.]~~ 13, an insurer that offers or issues a contract for hospital or  
10 medical service shall not:

11 (a) Require an insured to pay a higher deductible, any  
12 copayment or coinsurance or require a longer waiting period or  
13 other condition to obtain any benefit included in the contract for  
14 hospital or medical service pursuant to subsection 1;

15 (b) Refuse to issue a contract for hospital or medical service or  
16 cancel a contract for hospital or medical service solely because the  
17 person applying for or covered by the contract uses or may use any  
18 such benefit;

19 (c) Offer or pay any type of material inducement or financial  
20 incentive to an insured to discourage the insured from obtaining any  
21 such benefit;

22 (d) Penalize a provider of health care who provides any such  
23 benefit to an insured, including, without limitation, reducing the  
24 reimbursement to the provider of health care;

25 (e) Offer or pay any type of material inducement, bonus or other  
26 financial incentive to a provider of health care to deny, reduce,  
27 withhold, limit or delay access to any such benefit to an insured; or

28 (f) Impose any other restrictions or delays on the access of an  
29 insured to any such benefit.

30 ~~[5.]~~ 6. Coverage pursuant to this section for the covered  
31 dependent of an insured must be the same as for the insured.

32 ~~[6.]~~ 7. Except as otherwise provided in subsection ~~[7.]~~ 8, a  
33 contract for hospital or medical service subject to the provisions of  
34 this chapter that is delivered, issued for delivery or renewed on or  
35 after January 1, ~~[2022.]~~ 2024, has the legal effect of including the  
36 coverage required by ~~[subsection 1.]~~ *this section*, and any provision  
37 of the contract or the renewal which is in conflict with this section is  
38 void.

39 ~~[7.]~~ 8. An insurer that offers or issues a contract for hospital or  
40 medical service and which is affiliated with a religious organization  
41 is not required to provide the coverage required by subsection 1 if  
42 the insurer objects on religious grounds. Such an insurer shall,  
43 before the issuance of a contract for hospital or medical service and  
44 before the renewal of such a contract, provide to the prospective





1 insured written notice of the coverage that the insurer refuses to  
2 provide pursuant to this subsection.

3 ~~[8.]~~ **9.** If an insurer refuses, pursuant to subsection ~~[7.]~~ **8,** to  
4 provide the coverage required by subsection 1, an employer may  
5 otherwise provide for the coverage for the employees of the  
6 employer.

7 ~~[9.]~~ **10.** An insurer may require an insured to pay a higher  
8 deductible, copayment or coinsurance for a drug for contraception if  
9 the insured refuses to accept a therapeutic equivalent of the drug.

10 ~~[10.]~~ **11.** For each of the 18 methods of contraception listed in  
11 subsection ~~[11.]~~ **12** that have been approved by the Food and Drug  
12 Administration, a contract for hospital or medical service must  
13 include at least one drug or device for contraception within each  
14 method for which no deductible, copayment or coinsurance may be  
15 charged to the insured, but the insurer may charge a deductible,  
16 copayment or coinsurance for any other drug or device that provides  
17 the same method of contraception. *If the insurer charges a*  
18 *copayment or coinsurance for a drug for contraception, the*  
19 *insurer may only require an insured to pay the copayment or*  
20 *coinsurance:*

21 *(a) Once for the entire amount of the drug dispensed for the*  
22 *plan year; or*

23 *(b) Once for each 1-month supply of the drug dispensed.*

24 ~~[11.]~~ **12.** The following 18 methods of contraception must be  
25 covered pursuant to this section:

- 26 (a) Voluntary sterilization for women;
- 27 (b) Surgical sterilization implants for women;
- 28 (c) Implantable rods;
- 29 (d) Copper-based intrauterine devices;
- 30 (e) Progesterone-based intrauterine devices;
- 31 (f) Injections;
- 32 (g) Combined estrogen- and progestin-based drugs;
- 33 (h) Progestin-based drugs;
- 34 (i) Extended- or continuous-regimen drugs;
- 35 (j) Estrogen- and progestin-based patches;
- 36 (k) Vaginal contraceptive rings;
- 37 (l) Diaphragms with spermicide;
- 38 (m) Sponges with spermicide;
- 39 (n) Cervical caps with spermicide;
- 40 (o) Female condoms;
- 41 (p) Spermicide;
- 42 (q) Combined estrogen- and progestin-based drugs for  
43 emergency contraception or progestin-based drugs for emergency  
44 contraception; and
- 45 (r) Ulipristal acetate for emergency contraception.



1 ~~{12.}~~ 13. Except as otherwise provided in this section and  
2 federal law, an insurer that offers or issues a contract for hospital or  
3 medical services may use medical management techniques,  
4 including, without limitation, any available clinical evidence, to  
5 determine the frequency of or treatment relating to any benefit  
6 required by this section or the type of provider of health care to use  
7 for such treatment.

8 ~~{13.}~~ 14. An insurer shall not ~~{use}~~ :

9 (a) Use medical management techniques to require an insured to  
10 use a method of contraception other than the method prescribed or  
11 ordered by a provider of health care ~~{;}~~ ; or

12 (b) *Require an insured to obtain prior authorization for the*  
13 *benefits described in paragraphs (a) and (c) of subsection 1.*

14 ~~{14.}~~ 15. An insurer must provide an accessible, transparent  
15 and expedited process which is not unduly burdensome by which an  
16 insured, or the authorized representative of the insured, may request  
17 an exception relating to any medical management technique used by  
18 the insurer to obtain any benefit required by this section without a  
19 higher deductible, copayment or coinsurance.

20 ~~{15.}~~ 16. As used in this section:

21 (a) *“In-network pharmacy” means a pharmacy that has*  
22 *entered into a contract with an insurer to provide services to*  
23 *insureds through a network plan offered or issued by the insurer.*

24 (b) “Medical management technique” means a practice which is  
25 used to control the cost or utilization of health care services or  
26 prescription drug use. The term includes, without limitation, the use  
27 of step therapy, prior authorization or categorizing drugs and  
28 devices based on cost, type or method of administration.

29 ~~{(b)}~~ (c) “Network plan” means a contract for hospital or  
30 medical service offered by an insurer under which the financing and  
31 delivery of medical care, including items and services paid for as  
32 medical care, are provided, in whole or in part, through a defined set  
33 of providers under contract with the insurer. The term does not  
34 include an arrangement for the financing of premiums.

35 ~~{(e)}~~ (d) *“Provider network contract” means a contract*  
36 *between an insurer and a provider of health care or pharmacy*  
37 *specifying the rights and responsibilities of the insurer and the*  
38 *provider of health care or pharmacy, as applicable, for delivery of*  
39 *health care services pursuant to a network plan.*

40 (e) “Provider of health care” has the meaning ascribed to it in  
41 NRS 629.031.

42 ~~{(d)}~~ (f) “Therapeutic equivalent” means a drug which:

43 (1) Contains an identical amount of the same active  
44 ingredients in the same dosage and method of administration as  
45 another drug;



1 (2) Is expected to have the same clinical effect when  
2 administered to a patient pursuant to a prescription or order as  
3 another drug; and

4 (3) Meets any other criteria required by the Food and Drug  
5 Administration for classification as a therapeutic equivalent.

6 **Sec. 19.** NRS 695C.1696 is hereby amended to read as  
7 follows:

8 695C.1696 1. Except as otherwise provided in subsection ~~7,~~  
9 **8**, a health maintenance organization that offers or issues a health  
10 care plan shall include in the plan coverage for:

11 (a) Up to a 12-month supply, per prescription, of any type of  
12 drug for contraception or its therapeutic equivalent which is:

- 13 (1) Lawfully prescribed or ordered;
- 14 (2) Approved by the Food and Drug Administration;
- 15 (3) Listed in subsection ~~11;~~ **12**; and
- 16 (4) Dispensed in accordance with NRS 639.28075;

17 (b) Any type of device for contraception which is:

- 18 (1) Lawfully prescribed or ordered;
- 19 (2) Approved by the Food and Drug Administration; and
- 20 (3) Listed in subsection ~~11;~~ **12**;

21 (c) Self-administered hormonal contraceptives dispensed by a  
22 pharmacist pursuant to NRS 639.28078;

23 (d) Insertion of a device for contraception or removal of such a  
24 device if the device was inserted while the enrollee was covered by  
25 the same health care plan;

26 (e) Education and counseling relating to the initiation of the use  
27 of contraception and any necessary follow-up after initiating such  
28 use;

- 29 (f) Management of side effects relating to contraception; and
- 30 (g) Voluntary sterilization for women.

31 2. *A health maintenance organization shall provide coverage*  
32 *for any services listed in subsection 1 which are within the*  
33 *authorized scope of practice of a pharmacist when such services*  
34 *are provided by a pharmacist who is employed by or serves as an*  
35 *independent contractor of an in-network pharmacy and in*  
36 *accordance with the applicable provider network contract. Such*  
37 *coverage must be provided to the same extent as if the services*  
38 *were provided by another provider of health care, as applicable to*  
39 *the services being provided. The terms of the policy must not limit:*

40 (a) *Coverage for services listed in subsection 1 and provided by*  
41 *such a pharmacist to a number of occasions less than the coverage*  
42 *for such services when provided by another provider of health*  
43 *care.*

44 (b) *Reimbursement for services listed in subsection 1 and*  
45 *provided by such a pharmacist to an amount less than the amount*



1 *reimbursed for similar services provided by a physician, physician*  
2 *assistant or advanced practice registered nurse.*

3 3. A health maintenance organization must ensure that the  
4 benefits required by subsection 1 are made available to an enrollee  
5 through a provider of health care who participates in the network  
6 plan of the health maintenance organization.

7 ~~[3.]~~ 4. If a covered therapeutic equivalent listed in subsection 1  
8 is not available or a provider of health care deems a covered  
9 therapeutic equivalent to be medically inappropriate, an alternate  
10 therapeutic equivalent prescribed by a provider of health care must  
11 be covered by the health maintenance organization.

12 ~~[4.]~~ 5. Except as otherwise provided in subsections ~~[9.]~~ 10, ~~11~~  
13 and ~~[2.]~~ 13, a health maintenance organization that offers or issues  
14 a health care plan shall not:

15 (a) Require an enrollee to pay a higher deductible, any  
16 copayment or coinsurance or require a longer waiting period or  
17 other condition to obtain any benefit included in the health care plan  
18 pursuant to subsection 1;

19 (b) Refuse to issue a health care plan or cancel a health care plan  
20 solely because the person applying for or covered by the plan uses  
21 or may use any such benefit;

22 (c) Offer or pay any type of material inducement or financial  
23 incentive to an enrollee to discourage the enrollee from obtaining  
24 any such benefit;

25 (d) Penalize a provider of health care who provides any such  
26 benefit to an enrollee, including, without limitation, reducing the  
27 reimbursement of the provider of health care;

28 (e) Offer or pay any type of material inducement, bonus or other  
29 financial incentive to a provider of health care to deny, reduce,  
30 withhold, limit or delay access to any such benefit to an enrollee; or

31 (f) Impose any other restrictions or delays on the access of an  
32 enrollee to any such benefit.

33 ~~[5.]~~ 6. Coverage pursuant to this section for the covered  
34 dependent of an enrollee must be the same as for the enrollee.

35 ~~[6.]~~ 7. Except as otherwise provided in subsection ~~[7.]~~ 8, a  
36 health care plan subject to the provisions of this chapter that is  
37 delivered, issued for delivery or renewed on or after January 1,  
38 ~~[2022.]~~ 2024, has the legal effect of including the coverage required  
39 by ~~[subsection 1.]~~ *this section*, and any provision of the plan or the  
40 renewal which is in conflict with this section is void.

41 ~~[7.]~~ 8. A health maintenance organization that offers or issues  
42 a health care plan and which is affiliated with a religious  
43 organization is not required to provide the coverage required by  
44 subsection 1 if the health maintenance organization objects on  
45 religious grounds. Such an organization shall, before the issuance of



1 a health care plan and before the renewal of such a plan, provide to  
2 the prospective enrollee written notice of the coverage that the  
3 health maintenance organization refuses to provide pursuant to this  
4 subsection.

5 ~~[8.]~~ 9. If a health maintenance organization refuses, pursuant  
6 to subsection ~~[7.]~~ 8, to provide the coverage required by subsection  
7 1, an employer may otherwise provide for the coverage for the  
8 employees of the employer.

9 ~~[9.]~~ 10. A health maintenance organization may require an  
10 enrollee to pay a higher deductible, copayment or coinsurance for a  
11 drug for contraception if the enrollee refuses to accept a therapeutic  
12 equivalent of the drug.

13 ~~[10.]~~ 11. For each of the 18 methods of contraception listed in  
14 subsection ~~[11.]~~ 12 that have been approved by the Food and Drug  
15 Administration, a health care plan must include at least one drug or  
16 device for contraception within each method for which no  
17 deductible, copayment or coinsurance may be charged to the  
18 enrollee, but the health maintenance organization may charge a  
19 deductible, copayment or coinsurance for any other drug or device  
20 that provides the same method of contraception. *If the health  
21 maintenance organization charges a copayment or coinsurance  
22 for a drug for contraception, the health maintenance organization  
23 may only require an enrollee to pay the copayment or  
24 coinsurance:*

25 *(a) Once for the entire amount of the drug dispensed for the*  
26 *plan year; or*

27 *(b) Once for each 1-month supply of the drug dispensed.*

28 ~~[11.]~~ 12. The following 18 methods of contraception must be  
29 covered pursuant to this section:

- 30 (a) Voluntary sterilization for women;
- 31 (b) Surgical sterilization implants for women;
- 32 (c) Implantable rods;
- 33 (d) Copper-based intrauterine devices;
- 34 (e) Progesterone-based intrauterine devices;
- 35 (f) Injections;
- 36 (g) Combined estrogen- and progestin-based drugs;
- 37 (h) Progestin-based drugs;
- 38 (i) Extended- or continuous-regimen drugs;
- 39 (j) Estrogen- and progestin-based patches;
- 40 (k) Vaginal contraceptive rings;
- 41 (l) Diaphragms with spermicide;
- 42 (m) Sponges with spermicide;
- 43 (n) Cervical caps with spermicide;
- 44 (o) Female condoms;
- 45 (p) Spermicide;



1 (q) Combined estrogen- and progestin-based drugs for  
2 emergency contraception or progestin-based drugs for emergency  
3 contraception; and

4 (r) Ulipristal acetate for emergency contraception.

5 ~~[(2)]~~ 13. Except as otherwise provided in this section and  
6 federal law, a health maintenance organization may use medical  
7 management techniques, including, without limitation, any available  
8 clinical evidence, to determine the frequency of or treatment relating  
9 to any benefit required by this section or the type of provider of  
10 health care to use for such treatment.

11 ~~[(3)]~~ 14. A health maintenance organization shall not ~~[use]~~ :

12 (a) *Use* medical management techniques to require an enrollee  
13 to use a method of contraception other than the method prescribed  
14 or ordered by a provider of health care ~~[(4)]~~; or

15 (b) *Require an enrollee to obtain prior authorization for the*  
16 *benefits described in paragraphs (a) and (c) of subsection 1.*

17 ~~[(4)]~~ 15. A health maintenance organization must provide an  
18 accessible, transparent and expedited process which is not unduly  
19 burdensome by which an enrollee, or the authorized representative  
20 of the enrollee, may request an exception relating to any medical  
21 management technique used by the health maintenance organization  
22 to obtain any benefit required by this section without a higher  
23 deductible, copayment or coinsurance.

24 ~~[(5)]~~ 16. As used in this section:

25 (a) *“In-network pharmacy” means a pharmacy that has*  
26 *entered into a contract with a health maintenance organization to*  
27 *provide services to enrollees through a network plan offered or*  
28 *issued by the health maintenance organization.*

29 (b) “Medical management technique” means a practice which is  
30 used to control the cost or utilization of health care services or  
31 prescription drug use. The term includes, without limitation, the use  
32 of step therapy, prior authorization or categorizing drugs and  
33 devices based on cost, type or method of administration.

34 ~~[(b)]~~ (c) “Network plan” means a health care plan offered by a  
35 health maintenance organization under which the financing and  
36 delivery of medical care, including items and services paid for as  
37 medical care, are provided, in whole or in part, through a defined set  
38 of providers under contract with the health maintenance  
39 organization. The term does not include an arrangement for the  
40 financing of premiums.

41 ~~[(e)]~~ (d) *“Provider network contract” means a contract*  
42 *between a health maintenance organization and a provider of*  
43 *health care or pharmacy specifying the rights and responsibilities*  
44 *of the health maintenance organization and the provider of health*



1 *care or pharmacy, as applicable, for delivery of health care*  
2 *services pursuant to a network plan.*

3 (e) "Provider of health care" has the meaning ascribed to it in  
4 NRS 629.031.

5 ~~(d)~~ (f) "Therapeutic equivalent" means a drug which:

6 (1) Contains an identical amount of the same active  
7 ingredients in the same dosage and method of administration as  
8 another drug;

9 (2) Is expected to have the same clinical effect when  
10 administered to a patient pursuant to a prescription or order as  
11 another drug; and

12 (3) Meets any other criteria required by the Food and Drug  
13 Administration for classification as a therapeutic equivalent.

14 **Sec. 20.** NRS 695G.1715 is hereby amended to read as  
15 follows:

16 695G.1715 1. Except as otherwise provided in subsection ~~7;~~  
17 **8**, a managed care organization that offers or issues a health care  
18 plan shall include in the plan coverage for:

19 (a) Up to a 12-month supply, per prescription, of any type of  
20 drug for contraception or its therapeutic equivalent which is:

21 (1) Lawfully prescribed or ordered;

22 (2) Approved by the Food and Drug Administration;

23 (3) Listed in subsection ~~10;~~ **11**; and

24 (4) Dispensed in accordance with NRS 639.28075;

25 (b) Any type of device for contraception which is:

26 (1) Lawfully prescribed or ordered;

27 (2) Approved by the Food and Drug Administration; and

28 (3) Listed in subsection ~~10;~~ **11**;

29 (c) Self-administered hormonal contraceptives dispensed by a  
30 pharmacist pursuant to NRS 639.28078;

31 (d) Insertion of a device for contraception or removal of such a  
32 device if the device was inserted while the insured was covered by  
33 the same health care plan;

34 (e) Education and counseling relating to the initiation of the use  
35 of contraception and any necessary follow-up after initiating such  
36 use;

37 (f) Management of side effects relating to contraception; and

38 (g) Voluntary sterilization for women.

39 2. *A managed care organization shall provide coverage for*  
40 *any services listed in subsection 1 which are within the authorized*  
41 *scope of practice of a pharmacist when such services are provided*  
42 *by a pharmacist who is employed by or serves as an independent*  
43 *contractor of an in-network pharmacy and in accordance with the*  
44 *applicable provider network contract. Such coverage must be*  
45 *provided to the same extent as if the services were provided by*





1 *another provider of health care, as applicable to the services being*  
2 *provided. The terms of the policy must not limit:*

3 (a) *Coverage for services listed in subsection 1 and provided by*  
4 *such a pharmacist to a number of occasions less than the coverage*  
5 *for such services when provided by another provider of health*  
6 *care.*

7 (b) *Reimbursement for services listed in subsection 1 and*  
8 *provided by such a pharmacist to an amount less than the amount*  
9 *reimbursed for similar services provided by a physician, physician*  
10 *assistant or advanced practice registered nurse.*

11 3. A managed care organization must ensure that the benefits  
12 required by subsection 1 are made available to an insured through a  
13 provider of health care who participates in the network plan of the  
14 managed care organization.

15 ~~[3.]~~ 4. If a covered therapeutic equivalent listed in subsection 1  
16 is not available or a provider of health care deems a covered  
17 therapeutic equivalent to be medically inappropriate, an alternate  
18 therapeutic equivalent prescribed by a provider of health care must  
19 be covered by the managed care organization.

20 ~~[4.]~~ 5. Except as otherwise provided in subsections ~~[8.]~~ 9, 10  
21 and ~~[11.]~~ 12, a managed care organization that offers or issues a  
22 health care plan shall not:

23 (a) Require an insured to pay a higher deductible, any  
24 copayment or coinsurance or require a longer waiting period or  
25 other condition to obtain any benefit included in the health care plan  
26 pursuant to subsection 1;

27 (b) Refuse to issue a health care plan or cancel a health care plan  
28 solely because the person applying for or covered by the plan uses  
29 or may use any such benefits;

30 (c) Offer or pay any type of material inducement or financial  
31 incentive to an insured to discourage the insured from obtaining any  
32 such benefits;

33 (d) Penalize a provider of health care who provides any such  
34 benefits to an insured, including, without limitation, reducing the  
35 reimbursement of the provider of health care;

36 (e) Offer or pay any type of material inducement, bonus or other  
37 financial incentive to a provider of health care to deny, reduce,  
38 withhold, limit or delay access to any such benefits to an insured; or

39 (f) Impose any other restrictions or delays on the access of an  
40 insured to any such benefits.

41 ~~[5.]~~ 6. Coverage pursuant to this section for the covered  
42 dependent of an insured must be the same as for the insured.

43 ~~[6.]~~ 7. Except as otherwise provided in subsection ~~[7.]~~ 8, a  
44 health care plan subject to the provisions of this chapter that is  
45 delivered, issued for delivery or renewed on or after January 1,



1 ~~[2022,]~~ 2024, has the legal effect of including the coverage required  
2 by ~~[subsection 1,]~~ *this section*, and any provision of the plan or the  
3 renewal which is in conflict with this section is void.

4 ~~[7.]~~ 8. A managed care organization that offers or issues a  
5 health care plan and which is affiliated with a religious organization  
6 is not required to provide the coverage required by subsection 1 if  
7 the managed care organization objects on religious grounds. Such an  
8 organization shall, before the issuance of a health care plan and  
9 before the renewal of such a plan, provide to the prospective insured  
10 written notice of the coverage that the managed care organization  
11 refuses to provide pursuant to this subsection.

12 ~~[8.]~~ 9. A managed care organization may require an insured to  
13 pay a higher deductible, copayment or coinsurance for a drug for  
14 contraception if the insured refuses to accept a therapeutic  
15 equivalent of the drug.

16 ~~[9.]~~ 10. For each of the 18 methods of contraception listed in  
17 subsection ~~[10]~~ 11 that have been approved by the Food and Drug  
18 Administration, a health care plan must include at least one drug or  
19 device for contraception within each method for which no  
20 deductible, copayment or coinsurance may be charged to the  
21 insured, but the managed care organization may charge a deductible,  
22 copayment or coinsurance for any other drug or device that provides  
23 the same method of contraception. *If the managed care  
24 organization charges a copayment or coinsurance for a drug for  
25 contraception, the managed care organization may only require  
26 an enrollee to pay the copayment or coinsurance:*

27 *(a) Once for the entire amount of the drug dispensed for the  
28 plan year; or*

29 *(b) Once for each 1-month supply of the drug dispensed.*

30 ~~[10.]~~ 11. The following 18 methods of contraception must be  
31 covered pursuant to this section:

- 32 (a) Voluntary sterilization for women;
- 33 (b) Surgical sterilization implants for women;
- 34 (c) Implantable rods;
- 35 (d) Copper-based intrauterine devices;
- 36 (e) Progesterone-based intrauterine devices;
- 37 (f) Injections;
- 38 (g) Combined estrogen- and progestin-based drugs;
- 39 (h) Progestin-based drugs;
- 40 (i) Extended- or continuous-regimen drugs;
- 41 (j) Estrogen- and progestin-based patches;
- 42 (k) Vaginal contraceptive rings;
- 43 (l) Diaphragms with spermicide;
- 44 (m) Sponges with spermicide;
- 45 (n) Cervical caps with spermicide;



- 1 (o) Female condoms;
- 2 (p) Spermicide;
- 3 (q) Combined estrogen- and progestin-based drugs for
- 4 emergency contraception or progestin-based drugs for emergency
- 5 contraception; and
- 6 (r) Ulipristal acetate for emergency contraception.

7 ~~§§~~ **12.** Except as otherwise provided in this section and  
8 federal law, a managed care organization may use medical  
9 management techniques, including, without limitation, any available  
10 clinical evidence, to determine the frequency of or treatment relating  
11 to any benefit required by this section or the type of provider of  
12 health care to use for such treatment.

13 ~~§2-~~ **13.** A managed care organization shall not ~~use~~ :

14 (a) *Use* medical management techniques to require an insured to  
15 use a method of contraception other than the method prescribed or  
16 ordered by a provider of health care ~~§~~; *or*

17 (b) *Require an insured to obtain prior authorization for the*  
18 *benefits described in paragraphs (a) and (c) of subsection 1.*

19 ~~§3-~~ **14.** A managed care organization must provide an  
20 accessible, transparent and expedited process which is not unduly  
21 burdensome by which an insured, or the authorized representative of  
22 the insured, may request an exception relating to any medical  
23 management technique used by the managed care organization to  
24 obtain any benefit required by this section without a higher  
25 deductible, copayment or coinsurance.

26 ~~§4-~~ **15.** As used in this section:

27 (a) *“In-network pharmacy” means a pharmacy that has*  
28 *entered into a contract with a managed care organization to*  
29 *provide services to insureds through a network plan offered or*  
30 *issued by the managed care organization.*

31 (b) *“Medical management technique” means a practice which is*  
32 *used to control the cost or utilization of health care services or*  
33 *prescription drug use. The term includes, without limitation, the use*  
34 *of step therapy, prior authorization or categorizing drugs and*  
35 *devices based on cost, type or method of administration.*

36 ~~§(b)~~ (c) *“Network plan” means a health care plan offered by a*  
37 *managed care organization under which the financing and delivery*  
38 *of medical care, including items and services paid for as medical*  
39 *care, are provided, in whole or in part, through a defined set of*  
40 *providers under contract with the managed care organization. The*  
41 *term does not include an arrangement for the financing of*  
42 *premiums.*

43 ~~§(e)~~ (d) *“Provider network contract” means a contract*  
44 *between a managed care organization and a provider of health*  
45 *care or pharmacy specifying the rights and responsibilities of the*



1 *managed care organization and the provider of health care or*  
2 *pharmacy, as applicable, for delivery of health care services*  
3 *pursuant to a network plan.*

4 (e) "Provider of health care" has the meaning ascribed to it in  
5 NRS 629.031.

6 ~~(d)~~ (f) "Therapeutic equivalent" means a drug which:

7 (1) Contains an identical amount of the same active  
8 ingredients in the same dosage and method of administration as  
9 another drug;

10 (2) Is expected to have the same clinical effect when  
11 administered to a patient pursuant to a prescription or order as  
12 another drug; and

13 (3) Meets any other criteria required by the Food and Drug  
14 Administration for classification as a therapeutic equivalent.

15 **Sec. 21.** 1. The provisions of NRS 422.4053, as amended by  
16 section 2 of this act, do not apply to a contract between the  
17 Department of Health and Human Services and a pharmacy benefit  
18 manager or a health maintenance organization entered into pursuant  
19 to NRS 422.4053 before January 1, 2024, but do apply to any  
20 renewal or extension of such a contract.

21 2. As used in this section:

22 (a) "Health maintenance organization" has the meaning ascribed  
23 to it in NRS 695C.030.

24 (b) "Pharmacy benefit manager" has the meaning ascribed to it  
25 in NRS 683A.174.

26 **Sec. 22.** The provisions of NRS 354.599 do not apply to any  
27 additional expenses of a local government that are related to the  
28 provisions of this act.

29 **Sec. 23.** 1. This section and sections 4 and 5 of this act  
30 become effective upon passage and approval.

31 2. Sections 1, 2, 3 and 6 to 22, inclusive, of this act become  
32 effective:

33 (a) Upon passage and approval for the purpose of performing  
34 any preparatory administrative tasks that are necessary to carry out  
35 the provisions of this act; and

36 (b) On January 1, 2024, for all other purposes.

