



Rep. Daniel J. Burke

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1 AMENDMENT TO HOUSE BILL 1272

2 AMENDMENT NO. _____. Amend House Bill 1272 by replacing
3 everything after the enacting clause with the following:

4 "Section 1. Short title. This Act may be cited as the
5 Physical Therapy Licensure Compact Act.

6 Section 5. Physical Therapy Licensure Compact. The State of
7 Illinois enters into the Physical Therapy Licensure Compact in
8 substantially the following form with all other states joining
9 the Compact:

10 PHYSICAL THERAPY LICENSURE COMPACT

11 SECTION 1. PURPOSE

12 The purpose of this Compact is to facilitate interstate
13 practice of physical therapy with the goal of improving public
14 access to physical therapy services. The practice of physical

1 therapy occurs in the state where the patient/client is located
2 at the time of the patient/client encounter. The Compact
3 preserves the regulatory authority of states to protect public
4 health and safety through the current system of state
5 licensure.

6 This Compact is designed to achieve the following
7 objectives:

8 1. Increase public access to physical therapy services
9 by providing for the mutual recognition of other member
10 state licenses;

11 2. Enhance the states' ability to protect the public's
12 health and safety;

13 3. Encourage the cooperation of member states in
14 regulating multi-state physical therapy practice;

15 4. Support spouses of relocating military members;

16 5. Enhance the exchange of licensure, investigative,
17 and disciplinary information between member states; and

18 6. Allow a remote state to hold a provider of services
19 with a compact privilege in that state accountable to that
20 state's practice standards.

21 SECTION 2. DEFINITIONS

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

24 1. "Active Duty Military" means full-time duty status in
25 the active uniformed service of the United States, including

1 members of the National Guard and Reserve on active duty orders
2 pursuant to 10 U.S.C. Section 1209 and 1211.

3 2. "Adverse Action" means disciplinary action taken by a
4 physical therapy licensing board based upon misconduct,
5 unacceptable performance, or a combination of both.

6 3. "Alternative Program" means a non-disciplinary
7 monitoring or practice remediation process approved by a
8 physical therapy licensing board. This includes, but is not
9 limited to, substance abuse issues.

10 4. "Compact privilege" means the authorization granted by a
11 remote state to allow a licensee from another member state to
12 practice as a physical therapist or work as a physical
13 therapist assistant in the remote state under its laws and
14 rules. The practice of physical therapy occurs in the member
15 state where the patient/client is located at the time of the
16 patient/client encounter.

17 5. "Continuing competence" means a requirement, as a
18 condition of license renewal, to provide evidence of
19 participation in, and/or completion of, educational and
20 professional activities relevant to practice or area of work.

21 6. "Data system" means a repository of information about
22 licensees, including examination, licensure, investigative,
23 compact privilege, and adverse action.

24 7. "Encumbered license" means a license that a physical
25 therapy licensing board has limited in any way.

26 8. "Executive Board" means a group of directors elected or

1 appointed to act on behalf of, and within the powers granted to
2 them by, the Commission.

3 9. "Home state" means the member state that is the
4 licensee's primary state of residence.

5 10. "Investigative information" means information,
6 records, and documents received or generated by a physical
7 therapy licensing board pursuant to an investigation.

8 11. "Jurisprudence Requirement" means the assessment of an
9 individual's knowledge of the laws and rules governing the
10 practice of physical therapy in a state.

11 12. "Licensee" means an individual who currently holds an
12 authorization from the state to practice as a physical
13 therapist or to work as a physical therapist assistant.

14 13. "Member state" means a state that has enacted the
15 Compact.

16 14. "Party state" means any member state in which a
17 licensee holds a current license or compact privilege or is
18 applying for a license or compact privilege.

19 15. "Physical therapist" means an individual who is
20 licensed by a state to practice physical therapy.

21 16. "Physical therapist assistant" means an individual who
22 is licensed/certified by a state and who assists the physical
23 therapist in selected components of physical therapy.

24 17. "Physical therapy," "physical therapy practice," and
25 "the practice of physical therapy" mean the care and services
26 provided by or under the direction and supervision of a

1 licensed physical therapist.

2 18. "Physical Therapy Compact Commission" or "Commission"
3 means the national administrative body whose membership
4 consists of all states that have enacted the Compact.

5 19. "Physical therapy licensing board" or "licensing
6 board" means the agency of a state that is responsible for the
7 licensing and regulation of physical therapists and physical
8 therapist assistants.

9 20. "Remote State" means a member state other than the home
10 state, where a licensee is exercising or seeking to exercise
11 the compact privilege.

12 21. "Rule" means a regulation, principle, or directive
13 promulgated by the Commission that has the force of law.

14 22. "State" means any state, commonwealth, district, or
15 territory of the United States of America that regulates the
16 practice of physical therapy.

17 SECTION 3. STATE PARTICIPATION IN THE COMPACT

18 A. To participate in the Compact, a state must:

19 1. Participate fully in the Commission's data system,
20 including using the Commission's unique identifier as
21 defined in rules;

22 2. Have a mechanism in place for receiving and
23 investigating complaints about licensees;

24 3. Notify the Commission, in compliance with the terms
25 of the Compact and rules, of any adverse action or the

1 availability of investigative information regarding a
2 licensee;

3 4. Fully implement a criminal background check
4 requirement, within a time frame established by rule, by
5 receiving the results of the Federal Bureau of
6 Investigation record search on criminal background checks
7 and use the results in making licensure decisions in
8 accordance with Section 3.B.;

9 5. Comply with the rules of the Commission;

10 6. Utilize a recognized national examination as a
11 requirement for licensure pursuant to the rules of the
12 Commission; and

13 7. Have continuing competence requirements as a
14 condition for license renewal.

15 B. Upon adoption of this statute, the member state shall
16 have the authority to obtain biometric-based information from
17 each physical therapy licensure applicant and submit this
18 information to the Federal Bureau of Investigation for a
19 criminal background check in accordance with 28 U.S.C. §534 and
20 42 U.S.C. §14616.

21 C. A member state shall grant the compact privilege to a
22 licensee holding a valid unencumbered license in another member
23 state in accordance with the terms of the Compact and rules.

24 D. Member states may charge a fee for granting a compact
25 privilege

1 SECTION 4. COMPACT PRIVILEGE

2 A. To exercise the compact privilege under the terms and
3 provisions of the Compact, the licensee shall:

4 1. Hold a license in the home state;

5 2. Have no encumbrance on any state license;

6 3. Be eligible for a compact privilege in any member
7 state in accordance with Section 4D, G and H;

8 4. Have not had any adverse action against any license
9 or compact privilege within the previous 2 years;

10 5. Notify the Commission that the licensee is seeking
11 the compact privilege

12 within a remote state(s);

13 6. Pay any applicable fees, including any state fee,
14 for the compact privilege;

15 7. Meet any jurisprudence requirements established by
16 the remote state(s) in which the licensee is seeking a
17 compact privilege; and

18 8. Report to the Commission adverse action taken by any
19 non-member state within 30 days from the date the adverse
20 action is taken.

21 B. The compact privilege is valid until the expiration date
22 of the home license. The licensee must comply with the
23 requirements of Section 4.A. to maintain the compact privilege
24 in the remote state.

25 C. A licensee providing physical therapy in a remote state
26 under the compact privilege shall function within the laws and

1 regulations of the remote state.

2 D. A licensee providing physical therapy in a remote state
3 is subject to that state's regulatory authority. A remote state
4 may, in accordance with due process and that state's laws,
5 remove a licensee's compact privilege in the remote state for a
6 specific period of time, impose fines, and/or take any other
7 necessary actions to protect the health and safety of its
8 citizens. The licensee is not eligible for a compact privilege
9 in any state until the specific time for removal has passed and
10 all fines are paid.

11 E. If a home state license is encumbered, the licensee
12 shall lose the compact privilege in any remote state until the
13 following occur:

- 14 1. The home state license is no longer encumbered; and
- 15 2. Two years have elapsed from the date of the adverse
16 action.

17 F. Once an encumbered license in the home state is restored
18 to good standing, the licensee must meet the requirements of
19 Section 4A to obtain a compact privilege in any remote state.

20 G. If a licensee's compact privilege in any remote state is
21 removed, the individual shall lose the compact privilege in any
22 remote state until the following occur:

- 23 1. The specific period of time for which the compact
24 privilege was removed has ended;
- 25 2. All fines have been paid; and
- 26 3. Two years have elapsed from the date of the adverse

1 action.

2 H. Once the requirements of Section 4G have been met, the
3 license must meet the requirements in Section 4A to obtain a
4 compact privilege in a remote state.

5 SECTION 5. ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

6 A licensee who is active duty military or is the spouse of
7 an individual who is active duty military may designate one of
8 the following as the home state:

9 A. Home of record;

10 B. Permanent Change of Station (PCS); or

11 C. State of current residence if it is different than the
12 PCS state or home of record.

13 SECTION 6. ADVERSE ACTIONS

14 A. A home state shall have exclusive power to impose
15 adverse action against a license issued by the home state.

16 B. A home state may take adverse action based on the
17 investigative information of a

18 remote state, so long as the home state follows its own
19 procedures for imposing adverse action.

20 C. Nothing in this Compact shall override a member state's
21 decision that participation in an alternative program may be
22 used in lieu of adverse action and that such participation
23 shall remain non-public if required by the member state's laws.
24 Member states must require licensees who enter any alternative

1 programs in lieu of discipline to agree not to practice in any
2 other member state during the term of the alternative program
3 without prior authorization from such other member state.

4 D. Any member state may investigate actual or alleged
5 violations of the statutes and rules authorizing the practice
6 of physical therapy in any other member state in which a
7 physical therapist or physical therapist assistant holds a
8 license or compact privilege.

9 E. A remote state shall have the authority to:

10 1. Take adverse actions as set forth in Section 4.D.
11 against a licensee's compact privilege in the state;

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

25 3. If otherwise permitted by state law, recover from
26 the licensee the costs of investigations and disposition of

1 cases resulting from any adverse action taken against that
2 licensee.

3 F. Joint Investigations

4 1. In addition to the authority granted to a member
5 state by its respective physical therapy practice act or
6 other applicable state law, a member state may participate
7 with other member states in joint investigations of
8 licensees.

9 2. Member states shall share any investigative,
10 litigation, or compliance materials in furtherance of any
11 joint or individual investigation initiated under the
12 Compact.

13 SECTION 7. ESTABLISHMENT OF THE PHYSICAL THERAPY COMPACT
14 COMMISSION.

15 A. The Compact member states hereby create and establish a
16 joint public agency known as the Physical Therapy Compact
17 Commission:

18 1. The Commission is an instrumentality of the Compact
19 states.

20 2. Venue is proper and judicial proceedings by or
21 against the Commission shall be brought solely and
22 exclusively in a court of competent jurisdiction where the
23 principal office of the Commission is located. The
24 Commission may waive venue and jurisdictional defenses to
25 the extent it adopts or consents to participate in

1 alternative dispute resolution proceedings.

2 3. Nothing in this Compact shall be construed to be a
3 waiver of sovereign immunity.

4 B. Membership, Voting, and Meetings

5 1. Each member state shall have and be limited to one
6 (1) delegate selected by that member state's licensing
7 board.

8 2. The delegate shall be a current member of the
9 licensing board, who is a physical therapist, physical
10 therapist assistant, public member, or the board
11 administrator.

12 3. Any delegate may be removed or suspended from office
13 as provided by the law of the state from which the delegate
14 is appointed.

15 4. The member state board shall fill any vacancy
16 occurring in the Commission.

17 5. Each delegate shall be entitled to one (1) vote with
18 regard to the promulgation of rules and creation of bylaws
19 and shall otherwise have an opportunity to participate in
20 the business and affairs of the Commission.

21 6. A delegate shall vote in person or by such other
22 means as provided in the bylaws. The bylaws may provide for
23 delegates' participation in meetings by telephone or other
24 means of communication.

25 7. The Commission shall meet at least once during each
26 calendar year. Additional meetings shall be held as set

1 forth in the bylaws.

2 C. The Commission shall have the following powers and
3 duties:

4 1. Establish the fiscal year of the Commission;

5 2. Establish bylaws;

6 3. Maintain its financial records in accordance with
7 the bylaws;

8 4. Meet and take such actions as are consistent with
9 the provisions of this Compact and the bylaws;

10 5. Promulgate uniform rules to facilitate and
11 coordinate implementation and administration of this
12 Compact. The rules shall have the force and effect of law
13 and shall be binding in all member states;

14 6. Bring and prosecute legal proceedings or actions in
15 the name of the Commission, provided that the standing of
16 any state physical therapy licensing board to sue or be
17 sued under applicable law shall not be affected;

18 7. Purchase and maintain insurance and bonds;

19 8. Borrow, accept, or contract for services of
20 personnel, including, but not limited to, employees of a
21 member state;

22 9. Hire employees, elect or appoint officers, fix
23 compensation, define duties, grant such individuals
24 appropriate authority to carry out the purposes of the
25 Compact, and to establish the Commission's personnel
26 policies and programs relating to conflicts of interest,

1 qualifications of personnel, and other related personnel
2 matters;

3 10. Accept any and all appropriate donations and grants
4 of money, equipment, supplies, materials and services, and
5 to receive, utilize and dispose of the same; provided that
6 at all times the Commission shall avoid any appearance of
7 impropriety and/or conflict of interest;

8 11. Lease, purchase, accept appropriate gifts or
9 donations of, or otherwise to own, hold, improve or use,
10 any property, real, personal or mixed; provided that at all
11 times the Commission shall avoid any appearance of
12 impropriety;

13 12. Sell convey, mortgage, pledge, lease, exchange,
14 abandon, or otherwise dispose of any property real,
15 personal, or mixed;

16 13. Establish a budget and make expenditures;

17 14. Borrow money;

18 15. Appoint committees, including standing committees
19 composed of members, state regulators, state legislators
20 or their representatives, and consumer representatives,
21 and such other interested persons as may be designated in
22 this Compact and the bylaws;

23 16. Provide and receive information from, and
24 cooperate with, law enforcement agencies;

25 17. Establish and elect an Executive Board; and

26 18. Perform such other functions as may be necessary or

1 appropriate to achieve the purposes of this Compact
2 consistent with the state regulation of physical therapy
3 licensure and practice.

4 D. The Executive Board

5 The Executive Board shall have the power to act on behalf
6 of the Commission according to the terms of this Compact

7 1. The Executive Board shall be composed of nine
8 members:

9 a. Seven voting members who are elected by the
10 Commission from the current membership of the
11 Commission;

12 b. One ex-officio, nonvoting member from the
13 recognized national physical therapy professional
14 association; and

15 c. One ex-officio, nonvoting member from the
16 recognized membership organization of the physical
17 therapy licensing boards.

18 2. The ex-officio members will be selected by their
19 respective organizations.

20 3. The Commission may remove any member of the
21 Executive Board as provided in bylaws.

22 4. The Executive Board shall meet at least annually.

23 5. The Executive Board shall have the following Duties
24 and responsibilities:

25 a. Recommend to the entire Commission changes to
26 the rules or bylaws, changes to this Compact

1 legislation, fees paid by Compact member states such as
2 annual dues, and any commission Compact fee charged to
3 licensees for the compact privilege;

4 b. Ensure Compact administration services are
5 appropriately provided, contractual or otherwise;

6 c. Prepare and recommend the budget;

7 d. Maintain financial records on behalf of the
8 Commission;

9 e. Monitor Compact compliance of member states and
10 provide compliance reports to the Commission;

11 f. Establish additional committees as necessary;
12 and

13 g. Other duties as provided in rules or bylaws.

14 E. Meetings of the Commission

15 1. All meetings shall be open to the public, and public
16 notice of meetings shall be given in the same manner as
17 required under the rulemaking provisions in Section 9.

18 2. The Commission or the Executive Board or other
19 committees of the Commission may convene in a closed,
20 non-public meeting if the Commission or Executive Board or
21 other committees of the Commission must discuss:

22 a. Non-compliance of a member state with its
23 obligations under the Compact;

24 b. The employment, compensation, discipline or
25 other matters, practices or procedures related to
26 specific employees or other matters related to the

1 Commission's internal personnel practices and
2 procedures;

3 c. Current, threatened, or reasonably anticipated
4 litigation;

5 d. Negotiation of contracts for the purchase,
6 lease, or sale of goods, services, or real estate;

7 e. Accusing any person of a crime or formally
8 censuring any person;

9 f. Disclosure of trade secrets or commercial or
10 financial information that is privileged or
11 confidential;

12 g. Disclosure of information of a personal nature
13 where disclosure would constitute a clearly
14 unwarranted invasion of personal privacy;

15 h. Disclosure of investigative records compiled
16 for law enforcement purposes;

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

22 j. Matters specifically exempted from disclosure
23 by federal or member state statute.

24 3. If a meeting, or portion of a meeting, is closed
25 pursuant to this provision, the Commission's legal counsel
26 or designee shall certify that the meeting may be closed

1 and shall reference each relevant exempting provision.

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

11 F. Financing of the Commission

12 1. The Commission shall pay, or provide for the payment
13 of, the reasonable expenses of its establishment,
14 organization, and ongoing activities.

15 2. The Commission may accept any and all appropriate
16 revenue sources, donations, and grants of money,
17 equipment, supplies, materials, and services.

18 3. The Commission may levy on and collect an annual
19 assessment from each member state or impose fees on other
20 parties to cover the cost of the operations and activities
21 of the Commission and its staff, which must be in a total
22 amount sufficient to cover its annual budget as approved
23 each year for which revenue is not provided by other
24 sources. The aggregate annual assessment amount shall be
25 allocated based upon a formula to be determined by the
26 Commission, which shall promulgate a rule binding upon all

1 member states.

2 4. The Commission shall not incur obligations of any
3 kind prior to securing the funds adequate to meet the same;
4 nor shall the Commission pledge the credit of any of the
5 member states, except by and with the authority of the
6 member state.

7 5. The Commission shall keep accurate accounts of all
8 receipts and disbursements. The receipts and disbursements
9 of the Commission shall be subject to the audit and
10 accounting procedures established under its bylaws.
11 However, all receipts and disbursements of funds handled by
12 the Commission shall be audited yearly by a certified or
13 licensed public accountant, and the report of the audit
14 shall be included in and become part of the annual report
15 of the Commission.

16 G. Qualified Immunity, Defense, and Indemnification

17 1. The members, officers, executive director,
18 employees and representatives of the Commission shall be
19 immune from suit and liability, either personally or in
20 their official capacity, for any claim for damage to or
21 loss of property or personal injury or other civil
22 liability caused by or arising out of any actual or alleged
23 act, error or omission that occurred, or that the person
24 against whom the claim is made had a reasonable basis for
25 believing occurred within the scope of Commission
26 employment, duties or responsibilities; provided that

1 nothing in this paragraph shall be construed to protect any
2 such person from suit and/or liability for any damage,
3 loss, injury, or liability caused by the intentional or
4 willful or wanton misconduct of that person.

5 2. The Commission shall defend any member, officer,
6 executive director, employee or representative of the
7 Commission in any civil action seeking to impose liability
8 arising out of any actual or alleged act, error, or
9 omission that occurred within the scope of Commission
10 employment, duties, or responsibilities, or that the
11 person against whom the claim is made had a reasonable
12 basis for believing occurred within the scope of Commission
13 employment, duties, or responsibilities; provided that
14 nothing herein shall be construed to prohibit that person
15 from retaining his or her own counsel; and provided
16 further, that the actual or alleged act, error, or omission
17 did not result from that person's intentional or willful or
18 wanton misconduct.

19 3. The Commission shall indemnify and hold harmless any
20 member, officer, executive director, employee, or
21 representative of the Commission for the amount of any
22 settlement or judgment obtained against that person
23 arising out of any actual or alleged act, error or omission
24 that occurred within the scope of Commission employment,
25 duties, or responsibilities, or that such person had a
26 reasonable basis for believing occurred within the scope of

1 Commission employment, duties, or responsibilities,
2 provided that the actual or alleged act, error, or omission
3 did not result from the intentional or willful or wanton
4 misconduct of that person.

5 SECTION 8. DATA SYSTEM

6 A. The Commission shall provide for the development,
7 maintenance, and utilization of a coordinated database and
8 reporting system containing licensure, adverse action, and
9 investigative information on all licensed individuals in
10 member states.

11 B. Notwithstanding any other provision of state law to the
12 contrary, a member state shall submit a uniform data set to the
13 data system on all individuals to whom this Compact is
14 applicable as required by the rules of the Commission,
15 including:

- 16 1. Identifying information;
- 17 2. Licensure data;
- 18 3. Adverse actions against a license or compact
19 privilege;
- 20 4. Non-confidential information related to alternative
21 program participation;
- 22 5. Any denial of application for licensure, and the
23 reason(s) for such denial; and
- 24 6. Other information that may facilitate the
25 administration of this Compact, as determined by the rules

1 of the Commission.

2 C. Investigative information pertaining to a licensee in
3 any member state will only be available to other party states.

4 D. The Commission shall promptly notify all member states
5 of any adverse action taken against a licensee or an individual
6 applying for a license. Adverse action information pertaining
7 to a licensee in any member state will be available to any
8 other member state.

9 E. Member states contributing information to the data
10 system may designate information that may not be shared with
11 the public without the express permission of the contributing
12 state.

13 F. Any information submitted to the data system that is
14 subsequently required to be expunged by the laws of the member
15 state contributing the information shall be removed from the
16 data system.

17 SECTION 9. RULEMAKING

18 A. The Commission shall exercise its rulemaking powers
19 pursuant to the criteria set forth in this Section and the
20 rules adopted thereunder. Rules and amendments shall become
21 binding as of the date specified in each rule or amendment.

22 B. If a majority of the legislatures of the member states
23 rejects a rule, by enactment of a statute or resolution in the
24 same manner used to adopt the Compact within 4 years of the
25 date of adoption of the rule, then such rule shall have no

1 further force and effect in any member state.

2 C. Rules or amendments to the rules shall be adopted at a
3 regular or special meeting of the Commission.

4 D. Prior to promulgation and adoption of a final rule or
5 rules by the Commission, and at least thirty (30) days in
6 advance of the meeting at which the rule will be considered and
7 voted upon, the Commission shall file a Notice of Proposed
8 Rulemaking:

9 1. On the website of the Commission or other publicly
10 accessible platform; and

11 2. On the website of each member state physical therapy
12 licensing board or other publicly accessible platform or
13 the publication in which each state would otherwise publish
14 proposed rules.

15 E. The Notice of Proposed Rulemaking shall include:

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

18 2. The text of the proposed rule or amendment and the
19 reason for the proposed rule;

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

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

25 F. Prior to adoption of a proposed rule, the Commission
26 shall allow persons to submit written data, facts, opinions,

1 and arguments, which shall be made available to the public.

2 G. The Commission shall grant an opportunity for a public
3 hearing before it adopts a rule or amendment if a hearing is
4 requested by:

5 1. At least twenty-five (25) persons;

6 2. A state or federal governmental subdivision or
7 agency; or

8 3. An association having at least twenty-five (25)
9 members.

10 H. If a hearing is held on the proposed rule or amendment,
11 the Commission shall publish the place, time, and date of the
12 scheduled public hearing. If the hearing is held via electronic
13 means, the Commission shall publish the mechanism for access to
14 the electronic hearing.

15 1. All persons wishing to be heard at the hearing shall
16 notify the executive director of the Commission or other
17 designated member in writing of their desire to appear and
18 testify at the hearing not less than five (5) business days
19 before the scheduled date of the hearing.

20 2. Hearings shall be conducted in a manner providing
21 each person who wishes to comment a fair and reasonable
22 opportunity to comment orally or in writing.

23 3. All hearings will be recorded. A copy of the
24 recording will be made available on request.

25 4. Nothing in this section shall be construed as
26 requiring a separate hearing on each rule. Rules may be

1 grouped for the convenience of the Commission at hearings
2 required by this section.

3 I. Following the scheduled hearing date, or by the close of
4 business on the scheduled hearing date if the hearing was not
5 held, the Commission shall consider all written and oral
6 comments received.

7 J. If no written notice of intent to attend the public
8 hearing by interested parties is received, the Commission may
9 proceed with promulgation of the proposed rule without a public
10 hearing.

11 K. The Commission shall, by majority vote of all members,
12 take final action on the proposed rule and shall determine the
13 effective date of the rule, if any, based on the rulemaking
14 record and the full text of the rule.

15 L. Upon determination that an emergency exists, the
16 Commission may consider and adopt an emergency rule without
17 prior notice, opportunity for comment, or hearing, provided
18 that the usual rulemaking procedures provided in the Compact
19 and in this section shall be retroactively applied to the rule
20 as soon as reasonably possible, in no event later than ninety
21 (90) days after the effective date of the rule. For the
22 purposes of this provision, an emergency rule is one that must
23 be adopted immediately in order to:

24 1. Meet an imminent threat to public health, safety, or
25 welfare;

26 2. Prevent a loss of Commission or member state funds;

1 3. Meet a deadline for the promulgation of an
2 administrative rule that is established by federal law or
3 rule; or

4 4. Protect public health and safety.

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

19 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

20 A. Oversight

21 1. The executive, legislative, and judicial branches
22 of state government in each member state shall enforce this
23 Compact and take all actions necessary and appropriate to
24 effectuate the Compact's purposes and intent. The
25 provisions of this Compact and the rules promulgated

1 hereunder shall have standing as statutory law.

2 2. All courts shall take judicial notice of the Compact
3 and the rules in any judicial or administrative proceeding
4 in a member state pertaining to the subject matter of this
5 Compact which may affect the powers, responsibilities or
6 actions of the Commission.

7 3. The Commission shall be entitled to receive service
8 of process in any such proceeding, and shall have standing
9 to intervene in such a proceeding for all purposes. Failure
10 to provide service of process to the Commission shall
11 render a judgment or order void as to the Commission, this
12 Compact, or promulgated rules.

13 B. Default, Technical Assistance, and Termination

14 1. If the Commission determines that a member state has
15 defaulted in the performance of its obligations or
16 responsibilities under this Compact or the promulgated
17 rules, the Commission shall:

18 a. Provide written notice to the defaulting state
19 and other member states of the nature of the default,
20 the proposed means of curing the default and/or any
21 other action to be taken by the Commission; and

22 b. Provide remedial training and specific
23 technical assistance regarding the default.

24 2. If a state in default fails to cure the default, the
25 defaulting state may be terminated from the Compact upon an
26 affirmative vote of a majority of the member states, and

1 all rights, privileges and benefits conferred by this
2 Compact may be terminated on the effective date of
3 termination. A cure of the default does not relieve the
4 offending state of obligations or liabilities incurred
5 during the period of default.

6 3. Termination of membership in the Compact shall be
7 imposed only after all other means of securing compliance
8 have been exhausted. Notice of intent to suspend or
9 terminate shall be given by the Commission to the governor,
10 the majority and minority leaders of the defaulting state's
11 legislature, and each of the member states.

12 4. A state that has been terminated is responsible for
13 all assessments, obligations, and liabilities incurred
14 through the effective date of termination, including
15 obligations that extend beyond the effective date of
16 termination.

17 5. The Commission shall not bear any costs related to a
18 state that is found to be in default or that has been
19 terminated from the Compact, unless agreed upon in writing
20 between the Commission and the defaulting state.

21 6. The defaulting state may appeal the action of the
22 Commission by petitioning the U.S. District Court for the
23 District of Columbia or the federal district where the
24 Commission has its principal offices. The prevailing
25 member shall be awarded all costs of such litigation,
26 including reasonable attorney's fees.

1 C. Dispute Resolution

2 1. Upon request by a member state, the Commission shall
3 attempt to resolve disputes related to the Compact that
4 arise among member states and between member and non-member
5 states.

6 2. The Commission shall promulgate a rule providing for
7 both mediation and binding dispute resolution for disputes
8 as appropriate.

9 D. Enforcement

10 1. The Commission, in the reasonable exercise of its
11 discretion, shall enforce the provisions and rules of this
12 Compact.

13 2. By majority vote, the Commission may initiate legal
14 action in the United States District Court for the District
15 of Columbia or the federal district where the Commission
16 has its principal offices against a member state in default
17 to enforce compliance with the provisions of the Compact
18 and its promulgated rules and bylaws. The relief sought may
19 include both injunctive relief and damages. In the event
20 judicial enforcement is necessary, the prevailing member
21 shall be awarded all costs of such litigation, including
22 reasonable attorney's fees.

23 3. The remedies herein shall not be the exclusive
24 remedies of the Commission. The Commission may pursue any
25 other remedies available under federal or state law.

1 SECTION 11. DATE OF IMPLEMENTATION OF THE INTERSTATE
2 COMMISSION FOR PHYSICAL THERAPY PRACTICE AND ASSOCIATED RULES,
3 WITHDRAWAL, AND AMENDMENT

4 A. The Compact shall come into effect on the date on which
5 the Compact statute is enacted into law in the tenth member
6 state. The provisions, which become effective at that time,
7 shall be limited to the powers granted to the Commission
8 relating to assembly and the promulgation of rules. Thereafter,
9 the Commission shall meet and exercise rulemaking powers
10 necessary to the implementation and administration of the
11 Compact.

12 B. Any state that joins the Compact subsequent to the
13 Commission's initial adoption of the rules shall be subject to
14 the rules as they exist on the date on which the Compact
15 becomes law in that state. Any rule that has been previously
16 adopted by the Commission shall have the full force and effect
17 of law on the day the Compact becomes law in that state.

18 C. Any member state may withdraw from this Compact by
19 enacting a statute repealing the same.

20 1. A member state's withdrawal shall not take effect
21 until six (6) months after enactment of the repealing
22 statute.

23 2. Withdrawal shall not affect the continuing
24 requirement of the withdrawing state's physical therapy
25 licensing board to comply with the investigative and
26 adverse action reporting requirements of this act prior to

1 the effective date of withdrawal.

2 D. Nothing contained in this Compact shall be construed to
3 invalidate or prevent any physical therapy licensure agreement
4 or other cooperative arrangement between a member state and a
5 non-member state that does not conflict with the provisions of
6 this Compact.

7 E. This Compact may be amended by the member states. No
8 amendment to this Compact shall become effective and binding
9 upon any member state until it is enacted into the laws of all
10 member states.

11 SECTION 12. CONSTRUCTION AND SEVERABILITY

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