



102ND GENERAL ASSEMBLY

State of Illinois

2021 and 2022

HB2881

Introduced 2/19/2021, by Rep. Deanne M. Mazzochi

SYNOPSIS AS INTRODUCED:

225 ILCS 90/33.5 new

Amends the Illinois Physical Therapy Act. Provides that the State of Illinois ratifies and approves the Physical Therapy Licensure Compact. Provides that the purpose of the Compact is to facilitate interstate practice of physical therapy with the goal of improving public access to physical therapy services, and states that the Compact preserves the regulatory authority of states to protect public health and safety through the current system of state licensure. The Compact contains provisions concerning definitions, state participation in the Compact, active duty military personnel and their spouses, adverse actions, establishment of the Physical Therapy Compact Commission, a data system, rulemaking, oversight, dispute resolution, and enforcement, date of implementation, withdrawal, construction, and severability.

LRB102 13219 SPS 18563 b

1 AN ACT concerning regulation.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Illinois Physical Therapy Act is amended by
5 adding Section 33.5 as follows:

6 (225 ILCS 90/33.5 new)

7 Sec. 33.5. Physical Therapy Licensure Compact. The State
8 of Illinois ratifies and approves the following Compact:

9 PHYSICAL THERAPY LICENSURE COMPACT

10 SECTION 1. PURPOSE

11 The purpose of this Compact is to facilitate interstate
12 practice of physical therapy with the goal of improving public
13 access to physical therapy services. The practice of physical
14 therapy occurs in the state where the patient/client is
15 located at the time of the patient/client encounter. The
16 Compact preserves the regulatory authority of states to
17 protect public health and safety through the current system of
18 state licensure.

19 This Compact is designed to achieve the following
20 objectives:

21 1. Increase public access to physical therapy services

1 by providing for the mutual recognition of other member
2 state licenses;

3 2. Enhance the states' ability to protect the public's
4 health and safety;

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

7 4. Support spouses of relocating military members;

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

10 6. Allow a remote state to hold a provider of services
11 with a compact privilege in that state accountable to that
12 state's practice standards.

13 SECTION 2. DEFINITIONS

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

16 1. "Active Duty Military" means full-time duty status in
17 the active uniformed service of the United States, including
18 members of the National Guard and Reserve on active duty
19 orders pursuant to 10 U.S.C. Section 1209 and 1211.

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

23 3. "Alternative Program" means a non-disciplinary
24 monitoring or practice remediation process approved by a
25 physical therapy licensing board. This includes, but is not

1 limited to, substance abuse issues.

2 4. "Compact privilege" means the authorization granted by
3 a remote state to allow a licensee from another member state to
4 practice as a physical therapist or work as a physical
5 therapist assistant in the remote state under its laws and
6 rules. The practice of physical therapy occurs in the member
7 state where the patient/client is located at the time of the
8 patient/client encounter.

9 5. "Continuing competence" means a requirement, as a
10 condition of license renewal, to provide evidence of
11 participation in, and/or completion of, educational and
12 professional activities relevant to practice or area of work.

13 6. "Data system" means a repository of information about
14 licensees, including examination, licensure, investigative,
15 compact privilege, and adverse action.

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

18 8. "Executive Board" means a group of directors elected or
19 appointed to act on behalf of, and within the powers granted to
20 them by, the Commission.

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

23 10. "Investigative information" means information,
24 records, and documents received or generated by a physical
25 therapy licensing board pursuant to an investigation.

26 11. "Jurisprudence Requirement" means the assessment of an

1 individual's knowledge of the laws and rules governing the
2 practice of physical therapy in a state.

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

6 13. "Member state" means a state that has enacted the
7 Compact.

8 14. "Party state" means any member state in which a
9 licensee holds a current license or compact privilege or is
10 applying for a license or compact privilege.

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

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

16 17. "Physical therapy," "physical therapy practice," and
17 "the practice of physical therapy" mean the care and services
18 provided by or under the direction and supervision of a
19 licensed physical therapist.

20 18. "Physical Therapy Compact Commission" or "Commission"
21 means the national administrative body whose membership
22 consists of all states that have enacted the Compact.

23 19. "Physical therapy licensing board" or "licensing
24 board" means the agency of a state that is responsible for the
25 licensing and regulation of physical therapists and physical
26 therapist assistants.

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

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

6 22. "State" means any state, commonwealth, district, or
7 territory of the United States of America that regulates the
8 practice of physical therapy.

9 SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

11 1. Participate fully in the Commission's data system,
12 including using the Commission's unique identifier as
13 defined in rules;

14 2. Have a mechanism in place for receiving and
15 investigating complaints about licensees;

16 3. Notify the Commission, in compliance with the terms
17 of the Compact and rules, of any adverse action or the
18 availability of investigative information regarding a
19 licensee;

20 4. Fully implement a criminal background check
21 requirement, within a time frame established by rule, by
22 receiving the results of the Federal Bureau of
23 Investigation record search on criminal background checks
24 and use the results in making licensure decisions in
25 accordance with Section 3.B.;

1 5. Comply with the rules of the Commission;

2 6. Utilize a recognized national examination as a
3 requirement for licensure pursuant to the rules of the
4 Commission; and

5 7. Have continuing competence requirements as a
6 condition for license renewal.

7 B. Upon adoption of this statute, the member state shall
8 have the authority to obtain biometric-based information from
9 each physical therapy licensure applicant and submit this
10 information to the Federal Bureau of Investigation for a
11 criminal background check in accordance with 28 U.S.C. §534
12 and 42 U.S.C. §14616.

13 C. A member state shall grant the compact privilege to a
14 licensee holding a valid unencumbered license in another
15 member state in accordance with the terms of the Compact and
16 rules.

17 D. Member states may charge a fee for granting a compact
18 privilege

19 SECTION 4. COMPACT PRIVILEGE

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

22 1. Hold a license in the home state;

23 2. Have no encumbrance on any state license;

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

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

3 5. Notify the Commission that the licensee is seeking
4 the compact privilege within a remote state(s);

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

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

10 8. Report to the Commission adverse action taken by
11 any non-member state within 30 days from the date the
12 adverse action is taken.

13 B. The compact privilege is valid until the expiration
14 date of the home license. The licensee must comply with the
15 requirements of Section 4.A. to maintain the compact privilege
16 in the remote state.

17 C. A licensee providing physical therapy in a remote state
18 under the compact privilege shall function within the laws and
19 regulations of the remote state.

20 D. A licensee providing physical therapy in a remote state
21 is subject to that state's regulatory authority. A remote
22 state may, in accordance with due process and that state's
23 laws, remove a licensee's compact privilege in the remote
24 state for a specific period of time, impose fines, and/or take
25 any other necessary actions to protect the health and safety
26 of its citizens. The licensee is not eligible for a compact

1 privilege in any state until the specific time for removal has
2 passed and all fines are paid.

3 E. If a home state license is encumbered, the licensee
4 shall lose the compact privilege in any remote state until the
5 following occur:

6 1. The home state license is no longer encumbered; and

7 2. Two years have elapsed from the date of the adverse
8 action.

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

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

16 1. The specific period of time for which the compact
17 privilege was removed has ended;

18 2. All fines have been paid; and

19 3. Two years have elapsed from the date of the adverse
20 action.

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

24 SECTION 5. ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

25 A licensee who is active duty military or is the spouse of

1 an individual who is active duty military may designate one of
2 the following as the home state:

3 A. Home of record;

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

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

7 SECTION 6. ADVERSE ACTIONS

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

10 B. A home state may take adverse action based on the
11 investigative information of a remote state, so long as the
12 home state follows its own procedures for imposing adverse
13 action.

14 C. Nothing in this Compact shall override a member state's
15 decision that participation in an alternative program may be
16 used in lieu of adverse action and that such participation
17 shall remain non-public if required by the member state's
18 laws. Member states must require licensees who enter any
19 alternative programs in lieu of discipline to agree not to
20 practice in any other member state during the term of the
21 alternative program without prior authorization from such
22 other member state.

23 D. Any member state may investigate actual or alleged
24 violations of the statutes and rules authorizing the practice
25 of physical therapy in any other member state in which a

1 physical therapist or physical therapist assistant holds a
2 license or compact privilege.

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

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

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

19 3. If otherwise permitted by state law, recover from
20 the licensee the costs of investigations and disposition
21 of cases resulting from any adverse action taken against
22 that licensee.

23 F. Joint Investigations

24 1. In addition to the authority granted to a member
25 state by its respective physical therapy practice act or
26 other applicable state law, a member state may participate

1 with other member states in joint investigations of
2 licensees.

3 2. Member states shall share any investigative,
4 litigation, or compliance materials in furtherance of any
5 joint or individual investigation initiated under the
6 Compact.

7 SECTION 7. ESTABLISHMENT OF THE PHYSICAL THERAPY COMPACT
8 COMMISSION

9 A. The Compact member states hereby create and establish a
10 joint public agency known as the Physical Therapy Compact
11 Commission:

12 1. The Commission is an instrumentality of the Compact
13 states.

14 2. Venue is proper and judicial proceedings by or
15 against the Commission shall be brought solely and
16 exclusively in a court of competent jurisdiction where the
17 principal office of the Commission is located. The
18 Commission may waive venue and jurisdictional defenses to
19 the extent it adopts or consents to participate in
20 alternative dispute resolution proceedings.

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

23 B. Membership, Voting, and Meetings

24 1. Each member state shall have and be limited to one
25 (1) delegate selected by that member state's licensing

1 board.

2 2. The delegate shall be a current member of the
3 licensing board, who is a physical therapist, physical
4 therapist assistant, public member, or the board
5 administrator.

6 3. Any delegate may be removed or suspended from
7 office as provided by the law of the state from which the
8 delegate is appointed.

9 4. The member state board shall fill any vacancy
10 occurring in the Commission.

11 5. Each delegate shall be entitled to one (1) vote
12 with regard to the promulgation of rules and creation of
13 bylaws and shall otherwise have an opportunity to
14 participate in the business and affairs of the Commission.

15 6. A delegate shall vote in person or by such other
16 means as provided in the bylaws. The bylaws may provide
17 for delegates' participation in meetings by telephone or
18 other means of communication.

19 7. The Commission shall meet at least once during each
20 calendar year. Additional meetings shall be held as set
21 forth in the bylaws.

22 C. The Commission shall have the following powers and
23 duties:

24 1. Establish the fiscal year of the Commission;

25 2. Establish bylaws;

26 3. Maintain its financial records in accordance with

1 the bylaws;

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

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

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

12 7. Purchase and maintain insurance and bonds;

13 8. Borrow, accept, or contract for services of
14 personnel, including, but not limited to, employees of a
15 member state;

16 9. Hire employees, elect or appoint officers, fix
17 compensation, define duties, grant such individuals
18 appropriate authority to carry out the purposes of the
19 Compact, and to establish the Commission's personnel
20 policies and programs relating to conflicts of interest,
21 qualifications of personnel, and other related personnel
22 matters;

23 10. Accept any and all appropriate donations and
24 grants of money, equipment, supplies, materials and
25 services, and to receive, utilize and dispose of the same;
26 provided that at all times the Commission shall avoid any

1 appearance of impropriety and/or conflict of interest;

2 11. Lease, purchase, accept appropriate gifts or
3 donations of, or otherwise to own, hold, improve or use,
4 any property, real, personal or mixed; provided that at
5 all times the Commission shall avoid any appearance of
6 impropriety;

7 12. Sell convey, mortgage, pledge, lease, exchange,
8 abandon, or otherwise dispose of any property real,
9 personal, or mixed;

10 13. Establish a budget and make expenditures;

11 14. Borrow money;

12 15. Appoint committees, including standing committees
13 composed of members, state regulators, state legislators
14 or their representatives, and consumer representatives,
15 and such other interested persons as may be designated in
16 this Compact and the bylaws;

17 16. Provide and receive information from, and
18 cooperate with, law enforcement agencies;

19 17. Establish and elect an Executive Board; and

20 18. Perform such other functions as may be necessary
21 or appropriate to achieve the purposes of this Compact
22 consistent with the state regulation of physical therapy
23 licensure and practice.

24 D. The Executive Board

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

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

3 a. Seven voting members who are elected by the
4 Commission from the current membership of the
5 Commission;

6 b. One ex-officio, nonvoting member from the
7 recognized national physical therapy professional
8 association; and

9 c. One ex-officio, nonvoting member from the
10 recognized membership organization of the physical
11 therapy licensing boards.

12 2. The ex-officio members will be selected by their
13 respective organizations.

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

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

17 5. The Executive Board shall have the following Duties
18 and responsibilities:

19 a. Recommend to the entire Commission changes to
20 the rules or bylaws, changes to this Compact
21 legislation, fees paid by Compact member states such
22 as annual dues, and any commission Compact fee charged
23 to licensees for the compact privilege;

24 b. Ensure Compact administration services are
25 appropriately provided, contractual or otherwise;

26 c. Prepare and recommend the budget;

1 d. Maintain financial records on behalf of the
2 Commission;

3 e. Monitor Compact compliance of member states and
4 provide compliance reports to the Commission;

5 f. Establish additional committees as necessary;
6 and

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

8 E. Meetings of the Commission

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

13 2. The Commission or the Executive Board or other
14 committees of the Commission may convene in a closed,
15 non-public meeting if the Commission or Executive Board or
16 other committees of the Commission must discuss:

17 a. Non-compliance of a member state with its
18 obligations under the Compact;

19 b. The employment, compensation, discipline or
20 other matters, practices or procedures related to
21 specific employees or other matters related to the
22 Commission's internal personnel practices and
23 procedures;

24 c. Current, threatened, or reasonably anticipated
25 litigation;

26 d. Negotiation of contracts for the purchase,

1 lease, or sale of goods, services, or real estate;

2 e. Accusing any person of a crime or formally
3 censuring any person;

4 f. Disclosure of trade secrets or commercial or
5 financial information that is privileged or
6 confidential;

7 g. Disclosure of information of a personal nature
8 where disclosure would constitute a clearly
9 unwarranted invasion of personal privacy;

10 h. Disclosure of investigative records compiled
11 for law enforcement purposes;

12 i. Disclosure of information related to any
13 investigative reports prepared by or on behalf of or
14 for use of the Commission or other committee charged
15 with responsibility of investigation or determination
16 of compliance issues pursuant to the Compact; or

17 j. Matters specifically exempted from disclosure
18 by federal or member state statute.

19 3. If a meeting, or portion of a meeting, is closed
20 pursuant to this provision, the Commission's legal counsel
21 or designee shall certify that the meeting may be closed
22 and shall reference each relevant exempting provision.

23 4. The Commission shall keep minutes that fully and
24 clearly describe all matters discussed in a meeting and
25 shall provide a full and accurate summary of actions
26 taken, and the reasons therefore, including a description

1 of the views expressed. All documents considered in
2 connection with an action shall be identified in such
3 minutes. All minutes and documents of a closed meeting
4 shall remain under seal, subject to release by a majority
5 vote of the Commission or order of a court of competent
6 jurisdiction.

7 F. Financing of the Commission

8 1. The Commission shall pay, or provide for the
9 payment of, the reasonable expenses of its establishment,
10 organization, and ongoing activities.

11 2. The Commission may accept any and all appropriate
12 revenue sources, donations, and grants of money,
13 equipment, supplies, materials, and services.

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

24 4. The Commission shall not incur obligations of any
25 kind prior to securing the funds adequate to meet the
26 same; nor shall the Commission pledge the credit of any of

1 the member states, except by and with the authority of the
2 member state.

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

12 G. Qualified Immunity, Defense, and Indemnification

13 1. The members, officers, executive director,
14 employees and representatives of the Commission shall be
15 immune from suit and liability, either personally or in
16 their official capacity, for any claim for damage to or
17 loss of property or personal injury or other civil
18 liability caused by or arising out of any actual or
19 alleged act, error or omission that occurred, or that the
20 person against whom the claim is made had a reasonable
21 basis for believing occurred within the scope of
22 Commission employment, duties or responsibilities;
23 provided that nothing in this paragraph shall be construed
24 to protect any such person from suit and/or liability for
25 any damage, loss, injury, or liability caused by the
26 intentional or willful or wanton misconduct of that

1 person.

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

16 3. The Commission shall indemnify and hold harmless
17 any member, officer, executive director, employee, or
18 representative of the Commission for the amount of any
19 settlement or judgment obtained against that person
20 arising out of any actual or alleged act, error or
21 omission that occurred within the scope of Commission
22 employment, duties, or responsibilities, or that such
23 person had a reasonable basis for believing occurred
24 within the scope of Commission employment, duties, or
25 responsibilities, provided that the actual or alleged act,
26 error, or omission did not result from the intentional or

1 willful or wanton misconduct of that person.

2 SECTION 8. DATA SYSTEM

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

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

13 1. Identifying information;

14 2. Licensure data;

15 3. Adverse actions against a license or compact
16 privilege;

17 4. Non-confidential information related to alternative
18 program participation;

19 5. Any denial of application for licensure, and the
20 reason(s) for such denial; and

21 6. Other information that may facilitate the
22 administration of this Compact, as determined by the rules
23 of the Commission.

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

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

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

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

14 SECTION 9. RULEMAKING

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

19 B. If a majority of the legislatures of the member states
20 rejects a rule, by enactment of a statute or resolution in the
21 same manner used to adopt the Compact within 4 years of the
22 date of adoption of the rule, then such rule shall have no
23 further force and effect in any member state.

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

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

6 1. On the website of the Commission or other publicly
7 accessible platform; and

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

12 E. The Notice of Proposed Rulemaking shall include:

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

16 2. The text of the proposed rule or amendment and the
17 reason for the proposed rule;

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

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

23 F. Prior to adoption of a proposed rule, the Commission
24 shall allow persons to submit written data, facts, opinions,
25 and arguments, which shall be made available to the public.

26 G. The Commission shall grant an opportunity for a public

1 hearing before it adopts a rule or amendment if a hearing is
2 requested by:

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

4 2. A state or federal governmental subdivision or
5 agency; or

6 3. An association having at least twenty-five (25)
7 members.

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

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

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

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

23 4. Nothing in this section shall be construed as
24 requiring a separate hearing on each rule. Rules may be
25 grouped for the convenience of the Commission at hearings
26 required by this Section.

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

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

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

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

22 1. Meet an imminent threat to public health, safety,
23 or welfare;

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

25 3. Meet a deadline for the promulgation of an
26 administrative rule that is established by federal law or

1 rule; or

2 4. Protect public health and safety.

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

17 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

18 A. Oversight

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

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

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

12 B. Default, Technical Assistance, and Termination

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

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

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

23 2. If a state in default fails to cure the default, the
24 defaulting state may be terminated from the Compact upon
25 an affirmative vote of a majority of the member states,
26 and all rights, privileges and benefits conferred by this

1 Compact may be terminated on the effective date of
2 termination. A cure of the default does not relieve the
3 offending state of obligations or liabilities incurred
4 during the period of default.

5 3. Termination of membership in the Compact shall be
6 imposed only after all other means of securing compliance
7 have been exhausted. Notice of intent to suspend or
8 terminate shall be given by the Commission to the
9 governor, the majority and minority leaders of the
10 defaulting state's legislature, and each of the member
11 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
18 a 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
3 shall attempt to resolve disputes related to the Compact
4 that arise among member states and between member and
5 non-member states.

6 2. The Commission shall promulgate a rule providing
7 for both mediation and binding dispute resolution for
8 disputes 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
15 District of Columbia or the federal district where the
16 Commission has its principal offices against a member
17 state in default to enforce compliance with the provisions
18 of the Compact and its promulgated rules and bylaws. The
19 relief sought may include both injunctive relief and
20 damages. In the event judicial enforcement is necessary,
21 the prevailing member shall be awarded all costs of such
22 litigation, including 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.
9 Thereafter, the Commission shall meet and exercise rulemaking
10 powers necessary to the implementation and administration of
11 the 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
14 Compact shall be severable and if any phrase, clause, sentence
15 or 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.