



Sen. Emil Jones, III

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10200SB1090sam001

LRB102 04913 SPS 25441 a

1 AMENDMENT TO SENATE BILL 1090

2 AMENDMENT NO. _____. Amend Senate Bill 1090 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Illinois Physical Therapy Act is amended
5 by adding Sections 8.7 and 33.5 as follows:

6 (225 ILCS 90/8.7 new)

7 Sec. 8.7. Criminal history records background check. Each
8 applicant for licensure under Sections 8, 8.1, and 11 shall
9 have his or her fingerprints submitted to the Illinois State
10 Police in an electronic format that complies with the form and
11 manner for requesting and furnishing criminal history record
12 information as prescribed by the Illinois State Police. These
13 fingerprints shall be checked against the Illinois State
14 Police and Federal Bureau of Investigation criminal history
15 record databases now and hereafter filed. The Illinois State
16 Police shall charge applicants a fee for conducting the

1 criminal history records check, which shall be deposited into
2 the State Police Services Fund and shall not exceed the actual
3 cost of the records check. The Illinois State Police shall
4 furnish, pursuant to positive identification, records of
5 Illinois convictions to the Department. The Department may
6 require applicants to pay a separate fingerprinting fee,
7 either to the Department or to a vendor designated or approved
8 by the Department. The Department, in its discretion, may
9 allow an applicant or licensee who does not have reasonable
10 access to a designated vendor to provide his or her
11 fingerprints in an alternative manner. Communication between
12 the Department and an interstate compact governing body or
13 other entities may not include information received from the
14 Federal Bureau of Investigation relating to a State and
15 federal criminal history records check. The Department may
16 adopt any rules necessary to implement this Section.

17 (225 ILCS 90/33.5 new)

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

20 PHYSICAL THERAPY LICENSURE COMPACT

21 SECTION 1. PURPOSE

22 The purpose of this Compact is to facilitate interstate
23 practice of physical therapy with the goal of improving public

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

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

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

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

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

16 4. Support spouses of relocating military members;

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

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

22 SECTION 2. DEFINITIONS

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

25 1. "Active Duty Military" means full-time duty status in

1 the active uniformed service of the United States, including
2 members of the National Guard and Reserve on active duty
3 orders pursuant to 10 U.S.C. Section 1209 and 1211.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 17. "Physical therapy," "physical therapy practice," and
26 "the practice of physical therapy" mean the care and services

1 provided by or under the direction and supervision of a
2 licensed physical therapist.

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

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

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

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

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

18 SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

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

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

25 3. Notify the Commission, in compliance with the terms

1 of the Compact and rules, of any adverse action or the
2 availability of investigative information regarding a
3 licensee;

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

10 5. Comply with the rules of the Commission;

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

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

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

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

26 D. Member states may charge a fee for granting a compact

1 privilege

2 SECTION 4. COMPACT PRIVILEGE

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

5 1. Hold a license in the home state;

6 2. Have no encumbrance on any state license;

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

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

11 5. Notify the Commission that the licensee is seeking
12 the compact privilege 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
19 any non-member state within 30 days from the date the
20 adverse action is taken.

21 B. The compact privilege is valid until the expiration
22 date 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

1 under the compact privilege shall function within the laws and
2 regulations of the remote state.

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

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

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

16 2. Two years have elapsed from the date of the adverse
17 action.

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

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

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

1 2. All fines have been paid; and

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

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

7 SECTION 5. ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

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

11 A. Home of record;

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

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

15 SECTION 6. ADVERSE ACTIONS

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

18 B. A home state may take adverse action based on the
19 investigative information of a remote state, so long as the
20 home state follows its own procedures for imposing adverse
21 action.

22 C. Nothing in this Compact shall override a member state's
23 decision that participation in an alternative program may be
24 used in lieu of adverse action and that such participation

1 shall remain non-public if required by the member state's
2 laws. Member states must require licensees who enter any
3 alternative programs in lieu of discipline to agree not to
4 practice in any other member state during the term of the
5 alternative program without prior authorization from such
6 other member state.

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

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

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

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

1 the witnesses and/or evidence are located; and

2 3. If otherwise permitted by state law, recover from
3 the licensee the costs of investigations and disposition
4 of cases resulting from any adverse action taken against
5 that licensee.

6 F. Joint Investigations

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

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

16 SECTION 7. ESTABLISHMENT OF THE PHYSICAL THERAPY COMPACT
17 COMMISSION

18 A. The Compact member states hereby create and establish a
19 joint public agency known as the Physical Therapy Compact
20 Commission:

21 1. The Commission is an instrumentality of the Compact
22 states.

23 2. Venue is proper and judicial proceedings by or
24 against the Commission shall be brought solely and
25 exclusively in a court of competent jurisdiction where the

1 principal office of the Commission is located. The
2 Commission may waive venue and jurisdictional defenses to
3 the extent it adopts or consents to participate in
4 alternative dispute resolution proceedings.

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

7 B. Membership, Voting, and Meetings

8 1. Each member state shall have and be limited to one
9 (1) delegate selected by that member state's licensing
10 board.

11 2. The delegate shall be a current member of the
12 licensing board, who is a physical therapist, physical
13 therapist assistant, public member, or the board
14 administrator.

15 3. Any delegate may be removed or suspended from
16 office as provided by the law of the state from which the
17 delegate is appointed.

18 4. The member state board shall fill any vacancy
19 occurring in the Commission.

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

24 6. A delegate shall vote in person or by such other
25 means as provided in the bylaws. The bylaws may provide
26 for delegates' participation in meetings by telephone or

1 other means of communication.

2 7. The Commission shall meet at least once during each
3 calendar year. Additional meetings shall be held as set
4 forth in the bylaws.

5 C. The Commission shall have the following powers and
6 duties:

7 1. Establish the fiscal year of the Commission;

8 2. Establish bylaws;

9 3. Maintain its financial records in accordance with
10 the bylaws;

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

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

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

21 7. Purchase and maintain insurance and bonds;

22 8. Borrow, accept, or contract for services of
23 personnel, including, but not limited to, employees of a
24 member state;

25 9. Hire employees, elect or appoint officers, fix
26 compensation, define duties, grant such individuals

1 appropriate authority to carry out the purposes of the
2 Compact, and to establish the Commission's personnel
3 policies and programs relating to conflicts of interest,
4 qualifications of personnel, and other related personnel
5 matters;

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

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

16 12. Sell convey, mortgage, pledge, lease, exchange,
17 abandon, or otherwise dispose of any property real,
18 personal, or mixed;

19 13. Establish a budget and make expenditures;

20 14. Borrow money;

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

26 16. Provide and receive information from, and

1 cooperate with, law enforcement agencies;

2 17. Establish and elect an Executive Board; and

3 18. Perform such other functions as may be necessary
4 or appropriate to achieve the purposes of this Compact
5 consistent with the state regulation of physical therapy
6 licensure and practice.

7 D. The Executive Board

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

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

12 a. Seven voting members who are elected by the
13 Commission from the current membership of the
14 Commission;

15 b. One ex-officio, nonvoting member from the
16 recognized national physical therapy professional
17 association; and

18 c. One ex-officio, nonvoting member from the
19 recognized membership organization of the physical
20 therapy licensing boards.

21 2. The ex-officio members will be selected by their
22 respective organizations.

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

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

26 5. The Executive Board shall have the following Duties

1 and responsibilities:

2 a. Recommend to the entire Commission changes to
3 the rules or bylaws, changes to this Compact
4 legislation, fees paid by Compact member states such
5 as annual dues, and any commission Compact fee charged
6 to licensees for the compact privilege;

7 b. Ensure Compact administration services are
8 appropriately provided, contractual or otherwise;

9 c. Prepare and recommend the budget;

10 d. Maintain financial records on behalf of the
11 Commission;

12 e. Monitor Compact compliance of member states and
13 provide compliance reports to the Commission;

14 f. Establish additional committees as necessary;

15 and

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

17 E. Meetings of the Commission

18 1. All meetings shall be open to the public, and
19 public notice of meetings shall be given in the same
20 manner as required under the rulemaking provisions in
21 Section 9.

22 2. The Commission or the Executive Board or other
23 committees of the Commission may convene in a closed,
24 non-public meeting if the Commission or Executive Board or
25 other committees of the Commission must discuss:

26 a. Non-compliance of a member state with its

1 obligations under the Compact;

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

7 c. Current, threatened, or reasonably anticipated
8 litigation;

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

11 e. Accusing any person of a crime or formally
12 censuring any person;

13 f. Disclosure of trade secrets or commercial or
14 financial information that is privileged or
15 confidential;

16 g. Disclosure of information of a personal nature
17 where disclosure would constitute a clearly
18 unwarranted invasion of personal privacy;

19 h. Disclosure of investigative records compiled
20 for law enforcement purposes;

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

26 j. Matters specifically exempted from disclosure

1 by federal or member state statute.

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

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

16 F. Financing of the Commission

17 1. The Commission shall pay, or provide for the
18 payment of, the reasonable expenses of its establishment,
19 organization, and ongoing activities.

20 2. The Commission may accept any and all appropriate
21 revenue sources, donations, and grants of money,
22 equipment, supplies, materials, and services.

23 3. The Commission may levy on and collect an annual
24 assessment from each member state or impose fees on other
25 parties to cover the cost of the operations and activities
26 of the Commission and its staff, which must be in a total

1 amount sufficient to cover its annual budget as approved
2 each year for which revenue is not provided by other
3 sources. The aggregate annual assessment amount shall be
4 allocated based upon a formula to be determined by the
5 Commission, which shall promulgate a rule binding upon all
6 member states.

7 4. The Commission shall not incur obligations of any
8 kind prior to securing the funds adequate to meet the
9 same; nor shall the Commission pledge the credit of any of
10 the member states, except by and with the authority of the
11 member state.

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

21 G. Qualified Immunity, Defense, and Indemnification

22 1. The members, officers, executive director,
23 employees and representatives of the Commission shall be
24 immune from suit and liability, either personally or in
25 their official capacity, for any claim for damage to or
26 loss of property or personal injury or other civil

1 liability caused by or arising out of any actual or
2 alleged act, error or omission that occurred, or that the
3 person against whom the claim is made had a reasonable
4 basis for believing occurred within the scope of
5 Commission employment, duties or responsibilities;
6 provided that nothing in this paragraph shall be construed
7 to protect any such person from suit and/or liability for
8 any damage, loss, injury, or liability caused by the
9 intentional or willful or wanton misconduct of that
10 person.

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

25 3. The Commission shall indemnify and hold harmless
26 any member, officer, executive director, employee, or

1 representative of the Commission for the amount of any
2 settlement or judgment obtained against that person
3 arising out of any actual or alleged act, error or
4 omission that occurred within the scope of Commission
5 employment, duties, or responsibilities, or that such
6 person had a reasonable basis for believing occurred
7 within the scope of Commission employment, duties, or
8 responsibilities, provided that the actual or alleged act,
9 error, or omission did not result from the intentional or
10 willful or wanton misconduct of that person.

11 SECTION 8. DATA SYSTEM

12 A. The Commission shall provide for the development,
13 maintenance, and utilization of a coordinated database and
14 reporting system containing licensure, adverse action, and
15 investigative information on all licensed individuals in
16 member states.

17 B. Notwithstanding any other provision of state law to the
18 contrary, a member state shall submit a uniform data set to the
19 data system on all individuals to whom this Compact is
20 applicable as required by the rules of the Commission,
21 including:

22 1. Identifying information;

23 2. Licensure data;

24 3. Adverse actions against a license or compact
25 privilege;

1 4. Non-confidential information related to alternative
2 program participation;

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

5 6. Other information that may facilitate the
6 administration of this Compact, as determined by the rules
7 of the Commission.

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

10 D. The Commission shall promptly notify all member states
11 of any adverse action taken against a licensee or an
12 individual applying for a license. Adverse action information
13 pertaining to a licensee in any member state will be available
14 to any other member state.

15 E. Member states contributing information to the data
16 system may designate information that may not be shared with
17 the public without the express permission of the contributing
18 state.

19 F. Any information submitted to the data system that is
20 subsequently required to be expunged by the laws of the member
21 state contributing the information shall be removed from the
22 data system.

23 SECTION 9. RULEMAKING

24 A. The Commission shall exercise its rulemaking powers
25 pursuant to the criteria set forth in this Section and the

1 rules adopted thereunder. Rules and amendments shall become
2 binding as of the date specified in each rule or amendment.

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

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

10 D. Prior to promulgation and adoption of a final rule or
11 rules by the Commission, and at least thirty (30) days in
12 advance of the meeting at which the rule will be considered and
13 voted upon, the Commission shall file a Notice of Proposed
14 Rulemaking:

15 1. On the website of the Commission or other publicly
16 accessible platform; and

17 2. On the website of each member state physical
18 therapy licensing board or other publicly accessible
19 platform or the publication in which each state would
20 otherwise publish proposed rules.

21 E. The Notice of Proposed Rulemaking shall include:

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

25 2. The text of the proposed rule or amendment and the
26 reason for the proposed rule;

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

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

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

9 G. The Commission shall grant an opportunity for a public
10 hearing before it adopts a rule or amendment if a hearing is
11 requested by:

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

13 2. A state or federal governmental subdivision or
14 agency; or

15 3. An association having at least twenty-five (25)
16 members.

17 H. If a hearing is held on the proposed rule or amendment,
18 the Commission shall publish the place, time, and date of the
19 scheduled public hearing. If the hearing is held via
20 electronic means, the Commission shall publish the mechanism
21 for access to the electronic hearing.

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

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

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

6 4. Nothing in this section shall be construed as
7 requiring a separate hearing on each rule. Rules may be
8 grouped for the convenience of the Commission at hearings
9 required by this Section.

10 I. Following the scheduled hearing date, or by the close
11 of business on the scheduled hearing date if the hearing was
12 not held, the Commission shall consider all written and oral
13 comments received.

14 J. If no written notice of intent to attend the public
15 hearing by interested parties is received, the Commission may
16 proceed with promulgation of the proposed rule without a
17 public hearing.

18 K. The Commission shall, by majority vote of all members,
19 take final action on the proposed rule and shall determine the
20 effective date of the rule, if any, based on the rulemaking
21 record and the full text of the rule.

22 L. Upon determination that an emergency exists, the
23 Commission may consider and adopt an emergency rule without
24 prior notice, opportunity for comment, or hearing, provided
25 that the usual rulemaking procedures provided in the Compact
26 and in this section shall be retroactively applied to the rule

1 as soon as reasonably possible, in no event later than ninety
2 (90) days after the effective date of the rule. For the
3 purposes of this provision, an emergency rule is one that must
4 be adopted immediately in order to:

5 1. Meet an imminent threat to public health, safety,
6 or welfare;

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

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

11 4. Protect public health and safety.

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

1 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

2 A. Oversight

3 1. The executive, legislative, and judicial branches
4 of state government in each member state shall enforce
5 this Compact and take all actions necessary and
6 appropriate to effectuate the Compact's purposes and
7 intent. The provisions of this Compact and the rules
8 promulgated hereunder shall have standing as statutory
9 law.

10 2. All courts shall take judicial notice of the
11 Compact and the rules in any judicial or administrative
12 proceeding in a member state pertaining to the subject
13 matter of this Compact which may affect the powers,
14 responsibilities or actions of the Commission.

15 3. The Commission shall be entitled to receive service
16 of process in any such proceeding, and shall have standing
17 to intervene in such a proceeding for all purposes.
18 Failure to provide service of process to the Commission
19 shall render a judgment or order void as to the
20 Commission, this Compact, or promulgated rules.

21 B. Default, Technical Assistance, and Termination

22 1. If the Commission determines that a member state
23 has defaulted in the performance of its obligations or
24 responsibilities under this Compact or the promulgated
25 rules, the Commission shall:

26 a. Provide written notice to the defaulting state

1 and other member states of the nature of the default,
2 the proposed means of curing the default and/or any
3 other action to be taken by the Commission; and

4 b. Provide remedial training and specific
5 technical assistance regarding the default.

6 2. If a state in default fails to cure the default, the
7 defaulting state may be terminated from the Compact upon
8 an affirmative vote of a majority of the member states,
9 and all rights, privileges and benefits conferred by this
10 Compact may be terminated on the effective date of
11 termination. A cure of the default does not relieve the
12 offending state of obligations or liabilities incurred
13 during the period of default.

14 3. Termination of membership in the Compact shall be
15 imposed only after all other means of securing compliance
16 have been exhausted. Notice of intent to suspend or
17 terminate shall be given by the Commission to the
18 governor, the majority and minority leaders of the
19 defaulting state's legislature, and each of the member
20 states.

21 4. A state that has been terminated is responsible for
22 all assessments, obligations, and liabilities incurred
23 through the effective date of termination, including
24 obligations that extend beyond the effective date of
25 termination.

26 5. The Commission shall not bear any costs related to

1 a state that is found to be in default or that has been
2 terminated from the Compact, unless agreed upon in writing
3 between the Commission and the defaulting state.

4 6. The defaulting state may appeal the action of the
5 Commission by petitioning the U.S. District Court for the
6 District of Columbia or the federal district where the
7 Commission has its principal offices. The prevailing
8 member shall be awarded all costs of such litigation,
9 including reasonable attorney's fees.

10 C. Dispute Resolution

11 1. Upon request by a member state, the Commission
12 shall attempt to resolve disputes related to the Compact
13 that arise among member states and between member and
14 non-member states.

15 2. The Commission shall promulgate a rule providing
16 for both mediation and binding dispute resolution for
17 disputes as appropriate.

18 D. Enforcement

19 1. The Commission, in the reasonable exercise of its
20 discretion, shall enforce the provisions and rules of this
21 Compact.

22 2. By majority vote, the Commission may initiate legal
23 action in the United States District Court for the
24 District of Columbia or the federal district where the
25 Commission has its principal offices against a member
26 state in default to enforce compliance with the provisions

1 of the Compact and its promulgated rules and bylaws. The
2 relief sought may include both injunctive relief and
3 damages. In the event judicial enforcement is necessary,
4 the prevailing member shall be awarded all costs of such
5 litigation, including reasonable attorney's fees.

6 3. The remedies herein shall not be the exclusive
7 remedies of the Commission. The Commission may pursue any
8 other remedies available under federal or state law.

9 SECTION 11. DATE OF IMPLEMENTATION OF THE INTERSTATE
10 COMMISSION FOR PHYSICAL THERAPY PRACTICE AND ASSOCIATED RULES,
11 WITHDRAWAL, AND AMENDMENT

12 A. The Compact shall come into effect on the date on which
13 the Compact statute is enacted into law in the tenth member
14 state. The provisions, which become effective at that time,
15 shall be limited to the powers granted to the Commission
16 relating to assembly and the promulgation of rules.
17 Thereafter, the Commission shall meet and exercise rulemaking
18 powers necessary to the implementation and administration of
19 the Compact.

20 B. Any state that joins the Compact subsequent to the
21 Commission's initial adoption of the rules shall be subject to
22 the rules as they exist on the date on which the Compact
23 becomes law in that state. Any rule that has been previously
24 adopted by the Commission shall have the full force and effect
25 of law on the day the Compact becomes law in that state.

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

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

6 2. Withdrawal shall not affect the continuing
7 requirement of the withdrawing state's physical therapy
8 licensing board to comply with the investigative and
9 adverse action reporting requirements of this act prior to
10 the effective date of withdrawal.

11 D. Nothing contained in this Compact shall be construed to
12 invalidate or prevent any physical therapy licensure agreement
13 or other cooperative arrangement between a member state and a
14 non-member state that does not conflict with the provisions of
15 this Compact.

16 E. This Compact may be amended by the member states. No
17 amendment to this Compact shall become effective and binding
18 upon any member state until it is enacted into the laws of all
19 member states.

20 SECTION 12. CONSTRUCTION AND SEVERABILITY

21 This Compact shall be liberally construed so as to
22 effectuate the purposes thereof. The provisions of this
23 Compact shall be severable and if any phrase, clause, sentence
24 or provision of this Compact is declared to be contrary to the
25 constitution of any party state or of the United States or the

1 applicability thereof to any government, agency, person or
2 circumstance is held invalid, the validity of the remainder of
3 this Compact and the applicability thereof to any government,
4 agency, person or circumstance shall not be affected thereby.
5 If this Compact shall be held contrary to the constitution of
6 any party state, the Compact shall remain in full force and
7 effect as to the remaining party states and in full force and
8 effect as to the party state affected as to all severable
9 matters."