

By: Clardy

H.B. No. 2765

A BILL TO BE ENTITLED

AN ACT

relating to the Physical Therapy Licensure Compact; authorizing fees.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 453, Occupations Code, is amended by adding Subchapter K to read as follows:

SUBCHAPTER K. PHYSICAL THERAPY LICENSURE COMPACT

Sec. 453.501. PHYSICAL THERAPY LICENSURE COMPACT. The Physical Therapy Licensure Compact is enacted and entered into with all other jurisdictions that legally join in the compact, which reads as follows:

SECTION 1. PURPOSE

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

This Compact is designed to achieve the following objectives:

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

2. Enhance the states' ability to protect the public's

1 health and safety;

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

4 4. Support spouses of relocating military members;

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

7 6. Allow a remote state to hold a provider of services with a
8 compact privilege in that state accountable to that
9 state's practice standards.

10 SECTION 2. DEFINITIONS

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

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

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

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

27 4. "Compact privilege" means the authorization

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

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

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

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

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

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

26 10. "Investigative information" means information,
27 records, and documents received or generated by a

1 physical therapy licensing board pursuant to an
2 investigation.

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

7 12. "Licensee" means an individual who currently holds
8 an authorization from the state to practice as a
9 physical therapist or to work as a physical
10 therapist assistant.

11 13. "Member state" means a state that has enacted the
12 Compact.

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

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

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

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

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

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

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

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

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

19 SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

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

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

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

1 the availability of investigative information
2 regarding a licensee;

3 4. Fully implement a criminal background check
4 requirement, within a time frame established by
5 rule, by receiving the results of the Federal
6 Bureau of Investigation record search on criminal
7 background checks and use the results in making
8 licensure decisions in accordance with Section
9 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
13 the 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 each
18 physical therapy licensure applicant and submit this information to
19 the Federal Bureau of Investigation for a criminal background check
20 in accordance with 28 U.S.C. Section 534 and 42 U.S.C. Section
21 14616.

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

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

27 SECTION 4. COMPACT PRIVILEGE

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

- 3 1. Hold a license in the home state;
- 4 2. Have no encumbrance on any state license;
- 5 3. Be eligible for a compact privilege in any member
6 state in accordance with Section 4D, G and H;
- 7 4. Have not had any adverse action against any license
8 or compact privilege within the previous 2 years;
- 9 5. Notify the Commission that the licensee is seeking
10 the compact privilege within a remote state(s);
- 11 6. Pay any applicable fees, including any state fee,
12 for the compact privilege;
- 13 7. Meet any jurisprudence requirements established by
14 the remote state(s) in which the licensee is
15 seeking a compact privilege; and
- 16 8. Report to the Commission adverse action taken by
17 any non-member state within 30 days from the date
18 the adverse action is taken.

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

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

26 D. A licensee providing physical therapy in a remote state
27 is subject to that state's regulatory authority. A remote state

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

7 E. If a home state license is encumbered, the licensee shall
8 lose the compact privilege in any remote state until the following
9 occur:

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

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

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

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

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

27 SECTION 5. ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

1 A licensee who is active duty military or is the spouse of an
2 individual who is active duty military may designate one of the
3 following as the home state:

4 A. Home of record;

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

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

8 SECTION 6. ADVERSE ACTIONS

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

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

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

22 D. Any member state may investigate actual or alleged
23 violations of the statutes and rules authorizing the practice of
24 physical therapy in any other member state in which a physical
25 therapist or physical therapist assistant holds a license or
26 compact privilege.

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

- 1 1. Take adverse actions as set forth in Section 4.D.
2 against a licensee's compact privilege in the
3 state;
- 4 2. Issue subpoenas for both hearings and
5 investigations that require the attendance and
6 testimony of witnesses, and the production of
7 evidence. Subpoenas issued by a physical therapy
8 licensing board in a party state for the attendance
9 and testimony of witnesses, and/or the production
10 of evidence from another party state, shall be
11 enforced in the latter state by any court of
12 competent jurisdiction, according to the practice
13 and procedure of that court applicable to subpoenas
14 issued in proceedings pending before it. The
15 issuing authority shall pay any witness fees,
16 travel expenses, mileage, and other fees required
17 by the service statutes of the state where the
18 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
21 disposition of cases resulting from any adverse
22 action taken against 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
26 act or other applicable state law, a member state
27 may participate with other member states in joint

1 investigations of licensees.

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

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

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

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

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

27 2. The delegate shall be a current member of the

1 licensing board, who is a physical therapist,
2 physical therapist assistant, public member, or
3 the board administrator.

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

7 4. The member state board shall fill any vacancy
8 occurring in the Commission.

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

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

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

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

23 1. Establish the fiscal year of the Commission;

24 2. Establish bylaws;

25 3. Maintain its financial records in accordance with
26 the bylaws;

27 4. Meet and take such actions as are consistent with

- 1 the provisions of this Compact and the bylaws;
- 2 5. Promulgate uniform rules to facilitate and
3 coordinate implementation and administration of
4 this Compact. The rules shall have the force and
5 effect of law and shall be binding in all member
6 states;
- 7 6. Bring and prosecute legal proceedings or actions in
8 the name of the Commission, provided that the
9 standing of any state physical therapy licensing
10 board to sue or be sued under applicable law shall
11 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,
15 employees of a member state;
- 16 9. Hire employees, elect or appoint officers, fix
17 compensation, define duties, grant such
18 individuals appropriate authority to carry out the
19 purposes of the Compact, and to establish the
20 Commission's personnel policies and programs
21 relating to conflicts of interest, qualifications
22 of personnel, and other related personnel matters;
- 23 10. Accept any and all appropriate donations and grants
24 of money, equipment, supplies, materials and
25 services, and to receive, utilize and dispose of
26 the same; provided that at all times the Commission
27 shall avoid any appearance of impropriety and/or

- 1 conflict of interest;
- 2 11. Lease, purchase, accept appropriate gifts or
3 donations of, or otherwise to own, hold, improve or
4 use, any property, real, personal or mixed;
5 provided that at all times the Commission shall
6 avoid any appearance of 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
14 legislators or their representatives, and consumer
15 representatives, and such other interested persons
16 as may be designated in this Compact and the
17 bylaws;
- 18 16. Provide and receive information from, and cooperate
19 with, law enforcement agencies;
- 20 17. Establish and elect an Executive Board; and
- 21 18. Perform such other functions as may be necessary or
22 appropriate to achieve the purposes of this Compact
23 consistent with the state regulation of physical
24 therapy licensure and practice.

25 D. The Executive Board

26 The Executive Board shall have the power to act on behalf of
27 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
8 professional association; and

9 c. One ex-officio, nonvoting member from the
10 recognized membership organization of the
11 physical 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
22 states such as annual dues, and any
23 commission Compact fee charged to licensees
24 for the compact privilege;

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

- 1 c. Prepare and recommend the budget;
- 2 d. Maintain financial records on behalf of the
- 3 Commission;
- 4 e. Monitor Compact compliance of member states
- 5 and provide compliance reports to the
- 6 Commission;
- 7 f. Establish additional committees as necessary;
- 8 and
- 9 g. Other duties as provided in rules or bylaws.

10 E. Meetings of the Commission

- 11 1. All meetings shall be open to the public, and public
- 12 notice of meetings shall be given in the same
- 13 manner as required under the rulemaking provisions
- 14 in Section 9.
- 15 2. The Commission or the Executive Board or other
- 16 committees of the Commission may convene in a
- 17 closed, non-public meeting if the Commission or
- 18 Executive Board or other committees of the
- 19 Commission must discuss:
- 20 a. Non-compliance of a member state with its
- 21 obligations under the Compact;
- 22 b. The employment, compensation, discipline or
- 23 other matters, practices or procedures
- 24 related to specific employees or other
- 25 matters related to the Commission's internal
- 26 personnel practices and procedures;
- 27 c. Current, threatened, or reasonably

1 anticipated litigation;

2 d. Negotiation of contracts for the purchase,
3 lease, or sale of goods, services, or real
4 estate;

5 e. Accusing any person of a crime or formally
6 censuring any person;

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

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

13 h. Disclosure of investigative records compiled
14 for law enforcement purposes;

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

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

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

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

12 F. Financing of the Commission

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

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

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

1 allocated based upon a formula to be determined by
2 the Commission, which shall promulgate a rule
3 binding upon all member states.

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

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

19 G. Qualified Immunity, Defense, and Indemnification

20 1. The members, officers, executive director,
21 employees and representatives of the Commission
22 shall be immune from suit and liability, either
23 personally or in their official capacity, for any
24 claim for damage to or loss of property or personal
25 injury or other civil liability caused by or
26 arising out of any actual or alleged act, error or
27 omission that occurred, or that the person against

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

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

25 3. The Commission shall indemnify and hold harmless
26 any member, officer, executive director, employee,
27 or representative of the Commission for the amount

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

12 SECTION 8. DATA SYSTEM

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

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

- 22 1. Identifying information;
- 23 2. Licensure data;
- 24 3. Adverse actions against a license or compact
25 privilege;
- 26 4. Non-confidential information related to
27 alternative program participation;

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

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

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

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

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

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

19 SECTION 9. RULEMAKING

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

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

1 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 advance of
6 the meeting at which the rule will be considered and voted upon, the
7 Commission shall file a Notice of Proposed Rulemaking:

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

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

14 E. The Notice of Proposed Rulemaking shall include:

15 1. The proposed time, date, and location of the
16 meeting in which the rule will be considered and
17 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
24 attend the 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, and
27 arguments, which shall be made available to the public.

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

- 4 1. At least twenty-five (25) persons;
- 5 2. A state or federal governmental subdivision or
6 agency; or
- 7 3. An association having at least twenty-five (25)
8 members.

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

- 14 1. All persons wishing to be heard at the hearing shall
15 notify the executive director of the Commission or
16 other designated member in writing of their desire
17 to appear and testify at the hearing not less than
18 five (5) business days before the scheduled date of
19 the hearing.
- 20 2. Hearings shall be conducted in a manner providing
21 each person who wishes to comment a fair and
22 reasonable opportunity to comment orally or in
23 writing.
- 24 3. All hearings will be recorded. A copy of the
25 recording will be made available on request.
- 26 4. Nothing in this section shall be construed as
27 requiring a separate hearing on each rule. Rules

1 may be grouped for the convenience of the
2 Commission at hearings 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 held,
5 the Commission shall consider all written and oral comments
6 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 record
14 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 prior
17 notice, opportunity for comment, or hearing, provided that the
18 usual rulemaking procedures provided in the Compact and in this
19 section shall be retroactively applied to the rule as soon as
20 reasonably possible, in no event later than ninety (90) days after
21 the effective date of the rule. For the purposes of this provision,
22 an emergency rule is one that must be adopted immediately in order
23 to:

- 24 1. Meet an imminent threat to public health, safety,
25 or welfare;
26 2. Prevent a loss of Commission or member state funds;
27 3. Meet a deadline for the promulgation of an

1 administrative rule that is established by federal
2 law or rule; or

3 4. Protect public health and safety.

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

18 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

19 A. Oversight

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

27 2. All courts shall take judicial notice of the

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

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

13 B. Default, Technical Assistance, and Termination

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

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

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

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

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

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

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

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

24 6. The defaulting state may appeal the action of the
25 Commission by petitioning the U.S. District Court
26 for the District of Columbia or the federal
27 district where the Commission has its principal

1 offices. The prevailing member shall be awarded all
2 costs of such litigation, including reasonable
3 attorney's fees.

4 C. Dispute Resolution

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

9 2. The Commission shall promulgate a rule providing
10 for both mediation and binding dispute resolution
11 for disputes as appropriate.

12 D. Enforcement

13 1. The Commission, in the reasonable exercise of its
14 discretion, shall enforce the provisions and rules
15 of this Compact.

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

27 3. The remedies herein shall not be the exclusive

1 remedies of the Commission. The Commission may
2 pursue any other remedies available under federal or
3 state law.

4 SECTION 11. DATE OF IMPLEMENTATION OF THE INTERSTATE
5 COMMISSION FOR PHYSICAL THERAPY PRACTICE AND ASSOCIATED RULES,
6 WITHDRAWAL, AND AMENDMENT

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

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

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

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

25 2. Withdrawal shall not affect the continuing
26 requirement of the withdrawing state's physical
27 therapy licensing board to comply with the

1 investigative and adverse action reporting
2 requirements of this act prior to the effective
3 date of withdrawal.

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

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

13 SECTION 12. CONSTRUCTION AND SEVERABILITY

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

27 Sec. 453.502. ADMINISTRATION OF COMPACT. The board is the

1 Physical Therapy Licensure Compact administrator for this state.

2 Sec. 453.503. RULES. The board may adopt rules necessary to
3 implement this subchapter.

4 SECTION 2. This Act takes effect September 1, 2017.