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H.B. No. 1731

A BILL TO BE ENTITLED

1 AN ACT

2 relating to the physician assistant licensure compact; authorizing
3 a fee.

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

5 SECTION 1. Chapter 204, Occupations Code, is amended by
6 adding Subchapter I to read as follows:

SUBCHAPTER I. PHYSICIAN ASSISTANT LICENSURE COMPACT

8 Sec. 204.401. PHYSICIAN ASSISTANT LICENSURE COMPACT. The
9 Physician Assistant Licensure Compact is enacted and entered into
10 with all other jurisdictions that legally join in the compact,
11 which reads as follows:

12 PA LICENSURE COMPACT

13 Section 1. Purpose

14 In order to strengthen access to Medical Services, and in
15 recognition of the advances in the delivery of Medical Services,
16 the Participating States of the PA Licensure Compact have allied in
17 common purpose to develop a comprehensive process that complements
18 the existing authority of State Licensing Boards to license and
19 discipline PAs and seeks to enhance the portability of a License to
20 practice as a PA while safeguarding the safety of patients. This
21 Compact allows Medical Services to be provided by PAs, via the
22 mutual recognition of the Licensee's Qualifying License by other
23 Compact Participating States. This Compact also adopts the
24 prevailing standard for PA licensure and affirms that the practice

1 and delivery of Medical Services by the PA occurs where the patient
2 is located at the time of the patient encounter, and therefore
3 requires the PA to be under the jurisdiction of the State Licensing
4 Board where the patient is located. State Licensing Boards that
5 participate in this Compact retain the jurisdiction to impose
6 Adverse Action against a Compact Privilege in that State issued to a
7 PA through the procedures of this Compact. The PA Licensure Compact
8 will alleviate burdens for military families by allowing active
9 duty military personnel and their spouses to obtain a Compact
10 Privilege based on having an unrestricted License in good standing
11 from a Participating State.

12 Section 2. Definitions

13 In this Compact:

14 A. "Adverse Action" means any administrative, civil,
15 equitable, or criminal action permitted by a State's laws which is
16 imposed by a Licensing Board or other authority against a PA License
17 or License application or Compact Privilege such as License denial,
18 censure, revocation, suspension, probation, monitoring of the
19 Licensee, or restriction on the Licensee's practice.

20 B. "Compact Privilege" means the authorization granted by a
21 Remote State to allow a Licensee from another Participating State
22 to practice as a PA to provide Medical Services and other licensed
23 activity to a patient located in the Remote State under the Remote
24 State's laws and regulations.

25 C. "Conviction" means a finding by a court that an
26 individual is guilty of a felony or misdemeanor offense through
27 adjudication or entry of a plea of guilt or no contest to the charge

1 by the offender

2 D. "Criminal Background Check" means the submission of
3 fingerprints or other biometric-based information for a License
4 applicant for the purpose of obtaining that applicant's criminal
5 history record information, as defined in 28 C.F.R. § 20.3(d), from
6 the State's criminal history record repository as defined in 28
7 C.F.R. § 20.3(f).

8 E. "Data System" means the repository of information about
9 Licensees, including but not limited to License status and Adverse
10 Actions, which is created and administered under the terms of this
11 Compact.

12 F. "Executive Committee" means a group of directors and
13 ex-officio individuals elected or appointed pursuant to Section
14 7.F.2.

15 G. "Impaired Practitioner" means a PA whose practice is
16 adversely affected by health-related condition(s) that impact
17 their ability to practice.

18 H. "Investigative Information" means information, records,
19 or documents received or generated by a Licensing Board pursuant to
20 an investigation.

21 I. "Jurisprudence Requirement" means the assessment of an
22 individual's knowledge of the laws and Rules governing the practice
23 of a PA in a State.

24 J. "License" means current authorization by a State, other
25 than authorization pursuant to a Compact Privilege, for a PA to
26 provide Medical Services, which would be unlawful without current
27 authorization.

1 K. "Licensee" means an individual who holds a License from a
2 State to provide Medical Services as a PA.

3 L. "Licensing Board" means any State entity authorized to
4 license and otherwise regulate PAs.

5 M. "Medical Services" means health care services provided
6 for the diagnosis, prevention, treatment, cure or relief of a
7 health condition, injury, or disease, as defined by a State's laws
8 and regulations.

9 N. "Model Compact" means the model for the PA Licensure
10 Compact on file with The Council of State Governments or other
11 entity as designated by the Commission.

12 O. "Participating State" means a State that has enacted this
13 Compact.

14 P. "PA" means an individual who is licensed as a physician
15 assistant in a State. For purposes of this Compact, any other title
16 or status adopted by a State to replace the term "physician
17 assistant" shall be deemed synonymous with "physician assistant"
18 and shall confer the same rights and responsibilities to the
19 Licensee under the provisions of this Compact at the time of its
20 enactment.

21 Q. "PA Licensure Compact Commission," "Compact Commission,"
22 or "Commission" mean the national administrative body created
23 pursuant to Section 7.A of this Compact.

24 R. "Qualifying License" means an unrestricted License
25 issued by a Participating State to provide Medical Services as a PA.

26 S. "Remote State" means a Participating State where a
27 Licensee who is not licensed as a PA is exercising or seeking to

1 exercise the Compact Privilege.

2 T. "Rule" means a regulation promulgated by an entity that
3 has the force and effect of law.

4 U. "Significant Investigative Information" means
5 Investigative Information that a Licensing Board, after an inquiry
6 or investigation that includes notification and an opportunity for
7 the PA to respond if required by State law, has reason to believe is
8 not groundless and, if proven true, would indicate more than a minor
9 infraction.

10 V. "State" means any state, commonwealth, district, or
11 territory of the United States.

12 Section 3. State Participation in this Compact

13 A. To participate in this Compact, a Participating State
14 shall:

15 1. License PAs.

16 2. Participate in the Compact Commission's Data
17 System.

18 3. Have a mechanism in place for receiving and
19 investigating complaints against Licensees and License applicants.

20 4. Notify the Commission, in compliance with the terms
21 of this Compact and Commission Rules, of any Adverse Action against
22 a Licensee or License applicant and the existence of Significant
23 Investigative Information regarding a Licensee or License
24 applicant.

25 5. Fully implement a Criminal Background Check
26 requirement, within a time frame established by Commission Rule, by
27 its Licensing Board receiving the results of a Criminal Background

1 Check and reporting to the Commission whether the License applicant
2 has been granted a License.

3 6. Comply with the Rules of the Compact Commission.

4 7. Utilize passage of a recognized national exam such
5 as the NCCPA PANCE as a requirement for PA licensure.

6 8. Grant the Compact Privilege to a holder of a
7 Qualifying License in a Participating State.

8 B. Nothing in this Compact prohibits a Participating State
9 from charging a fee for granting the Compact Privilege.

10 Section 4. Compact Privilege

11 A. To exercise the Compact Privilege, a Licensee must:

12 1. Have graduated from a PA program accredited by the
13 Accreditation Review Commission on Education for the Physician
14 Assistant, Inc. or other programs authorized by Commission Rule.

15 2. Hold current NCCPA certification.

16 3. Have no felony or misdemeanor Conviction

17 4. Have never had a controlled substance license,
18 permit, or registration suspended or revoked by a State or by the
19 United States Drug Enforcement Administration.

20 5. Have a unique identifier as determined by
21 Commission Rule.

22 6. Hold a Qualifying License.

23 7. Have had no revocation of a License or limitation or
24 restriction on any License currently held due to an adverse action.

25 8. If a Licensee has had a limitation or restriction on
26 a License or Compact Privilege due to an Adverse Action, two years
27 must have elapsed from the date on which the License or Compact

1 Privilege is no longer limited or restricted due to the Adverse
2 Action.

3 9. If a Compact Privilege has been revoked or is
4 limited or restricted in a Participating State for conduct that
5 would not be a basis for disciplinary action in a Participating
6 State in which the Licensee is practicing or applying to practice
7 under a Compact Privilege, that Participating State shall have the
8 discretion not to consider such action as an Adverse Action
9 requiring the denial or removal of a Compact Privilege in that
10 State.

11 10. Notify the Compact Commission that the Licensee is
12 seeking the Compact Privilege in a Remote State.

13 11. Meet any Jurisprudence Requirement of a Remote
14 State in which the Licensee is seeking to practice under the Compact
15 Privilege and pay any fees applicable to satisfying the
16 Jurisprudence Requirement.

17 12. Report to the Commission any Adverse Action taken
18 by a non-participating State within thirty (30) days after the
19 action is taken.

20 B. The Compact Privilege is valid until the expiration or
21 revocation of the Qualifying License unless terminated pursuant to
22 an Adverse Action. The Licensee must also comply with all of the
23 requirements of Subsection A above to maintain the Compact
24 Privilege in a Remote State. If the Participating State takes
25 Adverse Action against a Qualifying License, the Licensee shall
26 lose the Compact Privilege in any Remote State in which the Licensee
27 has a Compact Privilege until all of the following occur:

1 1. The License is no longer limited or restricted; and
2 2. Two (2) years have elapsed from the date on which
3 the License is no longer limited or restricted due to the Adverse
4 Action.

5 C. Once a restricted or limited License satisfies the
6 requirements of Subsection B.1 and 2, the Licensee must meet the
7 requirements of Subsection A to obtain a Compact Privilege in any
8 Remote State.

9 D. For each Remote State in which a PA seeks authority to
10 prescribe controlled substances, the PA shall satisfy all
11 requirements imposed by such State in granting or renewing such
12 authority.

13 E. For each Remote State in which a PA exercises the Compact
14 Privilege, the PA is subject to the laws of the Remote State that
15 establish, restrict, or otherwise regulate the medical services a
16 PA may perform, including any requirements concerning physician
17 delegation and supervision, collaboration, and any prescribing
18 authority requirements. A PA is not authorized by this Compact to
19 perform a medical service in violation of the laws of the Remote
20 State in which a PA exercises the Compact Privilege.

21 Section 5. Designation of the State from Which Licensee is
22 Applying for a Compact Privilege

23 A. Upon a Licensee's application for a Compact Privilege,
24 the Licensee shall identify to the Commission the Participating
25 State from which the Licensee is applying, in accordance with
26 applicable Rules adopted by the Commission, and subject to the
27 following requirements:

1 1. When applying for a Compact Privilege, the Licensee
2 shall provide the Commission with the address of the Licensee's
3 primary residence and thereafter shall immediately report to the
4 Commission any change in the address of the Licensee's primary
5 residence.

6 2. When applying for a Compact Privilege, the Licensee
7 is required to consent to accept service of process by mail at the
8 Licensee's primary residence on file with the Commission with
9 respect to any action brought against the Licensee by the
10 Commission or a Participating State, including a subpoena, with
11 respect to any action brought or investigation conducted by the
12 Commission or a Participating State.

13 Section 6. Adverse Actions

14 A. A Participating State in which a Licensee is licensed
15 shall have exclusive power to impose Adverse Action against the
16 Qualifying License issued by that Participating State.

17 B. In addition to the other powers conferred by State law, a
18 Remote State shall have the authority, in accordance with existing
19 State due process law, to do all of the following:

20 1. Take Adverse Action against a PA's Compact
21 Privilege within that State to remove a Licensee's Compact
22 Privilege or take other action necessary under applicable law to
23 protect the health and safety of its citizens.

24 2. Issue subpoenas for both hearings and
25 investigations that require the attendance and testimony of
26 witnesses as well as the production of evidence. Subpoenas issued
27 by a Licensing Board in a Participating State for the attendance and

1 testimony of witnesses or the production of evidence from another
2 Participating State shall be enforced in the latter State by any
3 court of competent jurisdiction, according to the practice and
4 procedure of that court applicable to subpoenas issued in
5 proceedings pending before it. The issuing authority shall pay any
6 witness fees, travel expenses, mileage and other fees required by
7 the service statutes of the State in which the witnesses or evidence
8 are located.

9 3. Notwithstanding paragraph 1, subpoenas may not be
10 issued by a Participating State to gather evidence of conduct in
11 another State that is lawful in that other State for the purpose of
12 taking Adverse Action against a Licensee's Compact Privilege or
13 application for a Compact Privilege in that Participating State.

14 4. Nothing in this Compact authorizes a Participating
15 State to impose discipline against a PA's Compact Privilege or to
16 deny an application for a Compact Privilege in that Participating
17 State for the individual's otherwise lawful practice in another
18 State.

19 C. For purposes of taking Adverse Action, the Participating
20 State which issued the Qualifying License shall give the same
21 priority and effect to reported conduct received from any other
22 Participating State as it would if the conduct had occurred within
23 the Participating State which issued the Qualifying License. In so
24 doing, that Participating State shall apply its own State laws to
25 determine appropriate action.

26 D. A Participating State, if otherwise permitted by State
27 law, may recover from the affected PA the costs of investigations

1 and disposition of cases resulting from any Adverse Action taken
2 against that PA.

3 E. A Participating State may take Adverse Action based on
4 the factual findings of a Remote State, provided that the
5 Participating State follows its own procedures for taking the
6 Adverse Action.

7 F. Joint Investigations

8 1. In addition to the authority granted to a
9 Participating State by its respective State PA laws and regulations
10 or other applicable State law, any Participating State may
11 participate with other Participating States in joint
12 investigations of Licensees.

13 2. Participating States shall share any
14 investigative, litigation, or compliance materials in furtherance
15 of any joint or individual investigation initiated under this
16 Compact.

17 G. If an Adverse Action is taken against a PA's Qualifying
18 License, the PA's Compact Privilege in all Remote States shall be
19 deactivated until two (2) years have elapsed after all restrictions
20 have been removed from the State License. All disciplinary orders
21 by the Participating State which issued the Qualifying License that
22 impose Adverse Action against a PA's License shall include a
23 Statement that the PA's Compact Privilege is deactivated in all
24 Participating States during the pendency of the order.

25 H. If any Participating State takes Adverse Action, it
26 promptly shall notify the administrator of the Data System.

27 Section 7. Establishment of the PA Licensure Compact Commission

1 A. The Participating States hereby create and establish a
2 joint government agency and national administrative body known as
3 the PA Licensure Compact Commission. The Commission is an
4 instrumentality of the Compact States acting jointly and not an
5 instrumentality of any one State. The Commission shall come into
6 existence on or after the effective date of the Compact as set forth
7 in Section 11.A.

8 B. Membership, Voting, and Meetings

9 1. Each Participating State shall have and be limited
10 to one (1) delegate selected by that Participating State's
11 Licensing Board or, if the State has more than one Licensing Board,
12 selected collectively by the Participating State's Licensing
13 Boards.

14 2. The delegate shall be either:

15 a. A current PA, physician or public member of a
16 Licensing Board or PA Council/Committee; or
17 b. An administrator of a Licensing Board.

18 3. Any delegate may be removed or suspended from
19 office as provided by the laws of the State from which the delegate
20 is appointed.

21 4. The Participating State Licensing Board shall fill
22 any vacancy occurring in the Commission within sixty (60) days.

23 5. Each delegate shall be entitled to one (1) vote on
24 all matters voted on by the Commission and shall otherwise have an
25 opportunity to participate in the business and affairs of the
26 Commission. A delegate shall vote in person or by such other means
27 as provided in the bylaws. The bylaws may provide for delegates'

1 participation in meetings by telecommunications, video conference,
2 or other means of communication.

3 6. The Commission shall meet at least once during each
4 calendar year. Additional meetings shall be held as set forth in
5 this Compact and the bylaws.

6 7. The Commission shall establish by Rule a term of
7 office for delegates.

8 C. The Commission shall have the following powers and
9 duties:

10 1. Establish a code of ethics for the Commission;
11 2. Establish the fiscal year of the Commission;
12 3. Establish fees;
13 4. Establish bylaws;
14 5. Maintain its financial records in accordance with
15 the bylaws;

16 6. Meet and take such actions as are consistent with
17 the provisions of this Compact and the bylaws;

18 7. Promulgate Rules to facilitate and coordinate
19 implementation and administration of this Compact. The Rules shall
20 have the force and effect of law and shall be binding in all
21 Participating States;

22 8. Bring and prosecute legal proceedings or actions in
23 the name of the Commission, provided that the standing of any State
24 Licensing Board to sue or be sued under applicable law shall not be
25 affected;

26 9. Purchase and maintain insurance and bonds;

27 10. Borrow, accept, or contract for services of

1 personnel, including, but not limited to, employees of a
2 Participating State;

3 11. Hire employees and engage contractors, elect or
4 appoint officers, fix compensation, define duties, grant such
5 individuals appropriate authority to carry out the purposes of this
6 Compact, and establish the Commission's personnel policies and
7 programs relating to conflicts of interest, qualifications of
8 personnel, and other related personnel matters;

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

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

18 14. Sell, convey, mortgage, pledge, lease, exchange,
19 abandon, or otherwise dispose of any property real, personal, or
20 mixed;

21 15. Establish a budget and make expenditures;

22 16. Borrow money;

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

1 18. Provide and receive information from, and
2 cooperate with, law enforcement agencies;

3 19. Elect a Chair, Vice Chair, Secretary and Treasurer
4 and such other officers of the Commission as provided in the
5 Commission's bylaws.

6 20. Reserve for itself, in addition to those reserved
7 exclusively to the Commission under the Compact, powers that the
8 Executive Committee may not exercise;

9 21. Approve or disapprove a State's participation in
10 the Compact based upon its determination as to whether the State's
11 Compact legislation departs in a material manner from the Model
12 Compact language;

13 22. Prepare and provide to the Participating States an
14 annual report; and

15 23. Perform such other functions as may be necessary
16 or appropriate to achieve the purposes of this Compact consistent
17 with the State regulation of PA licensure and practice.

18 D. Meetings of the Commission

19 1. All meetings of the Commission that are not closed
20 pursuant to this subsection shall be open to the public. Notice of
21 public meetings shall be posted on the Commission's website at
22 least thirty (30) days prior to the public meeting.

23 2. Notwithstanding subsection D.1 of this section, the
24 Commission may convene a public meeting by providing at least
25 twenty-four (24) hours prior notice on the Commission's website,
26 and any other means as provided in the Commission's Rules, for any
27 of the reasons it may dispense with notice of proposed rulemaking

1 under Section 9.L.

2 3. The Commission may convene in a closed, non-public
3 meeting or nonpublic part of a public meeting to receive legal
4 advice or to discuss:

5 a. Non-compliance of a Participating State with
6 its obligations under this Compact;

7 b. The employment, compensation, discipline or
8 other matters, practices or procedures related to specific
9 employees or other matters related to the Commission's internal
10 personnel practices and procedures;

11 c. Current, threatened, or reasonably
12 anticipated litigation;

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

15 e. Accusing any person of a crime or formally
16 censuring any person;

17 f. Disclosure of trade secrets or commercial or
18 financial information that is privileged or confidential;

19 g. Disclosure of information of a personal nature
20 where disclosure would constitute a clearly unwarranted invasion of
21 personal privacy;

22 h. Disclosure of investigative records compiled
23 for law enforcement purposes;

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

1 this Compact;

2 j. Legal advice; or

3 k. Matters specifically exempted from disclosure
4 by federal or Participating States' statutes

5 4. If a meeting, or portion of a meeting, is closed
6 pursuant to this provision, the chair of the meeting or the chair's
7 designee shall certify that the meeting or portion of the meeting
8 may be closed and shall reference each relevant exempting
9 provision.

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

18 E. Financing of the Commission

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

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

25 3. The Commission may levy on and collect an annual
26 assessment from each Participating State and may impose Compact
27 Privilege fees on Licensees of Participating States to whom a

1 Compact Privilege is granted to cover the cost of the operations and
2 activities of the Commission and its staff, which must be in a total
3 amount sufficient to cover its annual budget as approved by the
4 Commission each year for which revenue is not provided by other
5 sources. The aggregate annual assessment amount levied on
6 Participating States shall be allocated based upon a formula to be
7 determined by Commission Rule.

8 a. A Compact Privilege expires when the
9 Licensee's Qualifying License in the Participating State from which
10 the Licensee applied for the Compact Privilege expires.

11 b. If the Licensee terminates the Qualifying
12 License through which the Licensee applied for the Compact
13 Privilege before its scheduled expiration, and the Licensee has a
14 Qualifying License in another Participating State, the Licensee
15 shall inform the Commission that it is changing to that
16 Participating State the Participating State through which it
17 applies for a Compact Privilege and pay to the Commission any
18 Compact Privilege fee required by Commission Rule.

19 4. The Commission shall not incur obligations of any
20 kind prior to securing the funds adequate to meet the same; nor
21 shall the Commission pledge the credit of any of the Participating
22 States, except by and with the authority of the Participating
23 State.

24 5. The Commission shall keep accurate accounts of all
25 receipts and disbursements. The receipts and disbursements of the
26 Commission shall be subject to the financial review and accounting
27 procedures established under its bylaws. All receipts and

1 disbursements of funds handled by the Commission shall be subject
2 to an annual financial review by a certified or licensed public
3 accountant, and the report of the financial review shall be
4 included in and become part of the annual report of the Commission.

5 F. The Executive Committee

6 1. The Executive Committee shall have the power to act
7 on behalf of the Commission according to the terms of this Compact
8 and Commission Rules.

9 2. The Executive Committee shall be composed of nine
10 (9) members:

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

13 b. One ex-officio, nonvoting member from a
14 recognized national PA professional association; and

15 c. One ex-officio, nonvoting member from a
16 recognized national PA certification organization.

17 3. The ex-officio members will be selected by their
18 respective organizations.

19 4. The Commission may remove any member of the
20 Executive Committee as provided in its bylaws.

21 5. The Executive Committee shall meet at least
22 annually.

23 6. The Executive Committee shall have the following
24 duties and responsibilities:

25 a. Recommend to the Commission changes to the
26 Commission's Rules or bylaws, changes to this Compact legislation,
27 fees to be paid by Compact Participating States such as annual dues,

1 and any Commission Compact fee charged to Licensees for the Compact
2 Privilege;

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

5 c. Prepare and recommend the budget;

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

8 e. Monitor Compact compliance of Participating
9 States and provide compliance reports to the Commission;

10 f. Establish additional committees as necessary;

11 g. Exercise the powers and duties of the
12 Commission during the interim between Commission meetings, except
13 for issuing proposed rulemaking or adopting Commission Rules or
14 bylaws, or exercising any other powers and duties exclusively
15 reserved to the Commission by the Commission's Rules; and

16 h. Perform other duties as provided in the
17 Commission's Rules or bylaws.

18 7. All meeting of the Executive Committee at which it
19 votes or plans to vote on matters in exercising the powers and
20 duties of the Commission shall be open to the public and public
21 notice of such meetings shall be given as public meetings of the
22 Commission are given.

23 8. The Executive Committee may convene in a closed,
24 non-public meeting for the same reasons that the Commission may
25 convene in a non-public meeting as set forth in Section 7.D.3 and
26 shall announce the closed meeting as the Commission is required to
27 under Section 7.D.4 and keep minutes of the closed meeting as the

1 Commission is required to under Section 7.D.5.

2 G. Qualified Immunity, Defense, and Indemnification

3 1. The members, officers, executive director,
4 employees and representatives of the Commission shall be immune
5 from suit and liability, both personally and in their official
6 capacity, for any claim for damage to or loss of property or
7 personal injury or other civil liability caused by or arising out of
8 any actual or alleged act, error, or omission that occurred, or that
9 the person against whom the claim is made had a reasonable basis for
10 believing occurred within the scope of Commission employment,
11 duties or responsibilities; provided that nothing in this paragraph
12 shall be construed to protect any such person from suit or liability
13 for any damage, loss, injury, or liability caused by the
14 intentional or willful or wanton misconduct of that person. The
15 procurement of insurance of any type by the Commission shall not in
16 any way compromise or limit the immunity granted hereunder.

17 2. The Commission shall defend any member, officer,
18 executive director, employee, and representative of the Commission
19 in any civil action seeking to impose liability arising out of any
20 actual or alleged act, error, or omission that occurred within the
21 scope of Commission employment, duties, or responsibilities, or as
22 determined by the commission that the person against whom the claim
23 is made had a reasonable basis for believing occurred within the
24 scope of Commission employment, duties, or responsibilities;
25 provided that nothing herein shall be construed to prohibit that
26 person from retaining their own counsel at their own expense; and
27 provided further, that the actual or alleged act, error, or

1 omission did not result from that person's intentional or willful
2 or wanton misconduct.

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

14 4. Venue is proper and judicial proceedings by or
15 against the Commission shall be brought solely and exclusively in a
16 court of competent jurisdiction where the principal office of the
17 Commission is located. The Commission may waive venue and
18 jurisdictional defenses in any proceedings as authorized by
19 Commission Rules.

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

24 6. Nothing herein shall be construed to designate the
25 venue or jurisdiction to bring actions for alleged acts of
26 malpractice, professional misconduct, negligence, or other such
27 civil action pertaining to the practice of a PA. All such matters

1 shall be determined exclusively by State law other than this
2 Compact.

3 7. Nothing in this Compact shall be interpreted to
4 waive or otherwise abrogate a Participating State's state action
5 immunity or state action affirmative defense with respect to
6 antitrust claims under the Sherman Act, Clayton Act, or any other
7 State or federal antitrust or anticompetitive law or regulation.

8 8. Nothing in this Compact shall be construed to be a
9 waiver of sovereign immunity by the Participating States or by the
10 Commission.

11 Section 8. Data System

12 A. The Commission shall provide for the development,
13 maintenance, operation, and utilization of a coordinated data and
14 reporting system containing licensure, Adverse Action, and the
15 reporting of the existence of Significant Investigative
16 Information on all licensed PAs and applicants denied a License in
17 Participating States.

18 B. Notwithstanding any other State law to the contrary, a
19 Participating State shall submit a uniform data set to the Data
20 System on all PAs to whom this Compact is applicable (utilizing a
21 unique identifier) as required by the Rules of the Commission,
22 including:

23 1. Identifying information;
24 2. Licensure data;
25 3. Adverse Actions against a License or Compact
26 Privilege;
27 4. Any denial of application for licensure, and the

1 reason(s) for such denial (excluding the reporting of any Criminal
2 history record information where prohibited by law);

3 5. The existence of Significant Investigative
4 Information; and

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

8 C. Significant Investigative Information pertaining to a
9 Licensee in any Participating State shall only be available to
10 other Participating States.

11 D. The Commission shall promptly notify all Participating
12 States of any Adverse Action taken against a Licensee or an
13 individual applying for a License that has been reported to it. This
14 Adverse Action information shall be available to any other
15 Participating State.

16 E. Participating States contributing information to the
17 Data System may, in accordance with State or federal law, designate
18 information that may not be shared with the public without the
19 express permission of the contributing State. Notwithstanding any
20 such designation, such information shall be reported to the
21 Commission through the Data System.

22 F. Any information submitted to the Data System that is
23 subsequently expunged pursuant to federal law or the laws of the
24 Participating State contributing the information shall be removed
25 from the Data System upon reporting of such by the Participating
26 State to the Commission.

27 G. The records and information provided to a Participating

1 State pursuant to this Compact or through the Data System, when
2 certified by the Commission or an agent thereof, shall constitute
3 the authenticated business records of the Commission, and shall be
4 entitled to any associated hearsay exception in any relevant
5 judicial, quasi-judicial or administrative proceedings in a
6 Participating State.

7 Section 9. Rulemaking

8 A. The Commission shall exercise its Rulemaking powers
9 pursuant to the criteria set forth in this Section and the Rules
10 adopted thereunder. Commission Rules shall become binding as of the
11 date specified by the Commission for each Rule.

12 B. The Commission shall promulgate reasonable Rules in
13 order to effectively and efficiently implement and administer this
14 Compact and achieve its purposes. A Commission Rule shall be
15 invalid and have not force or effect only if a court of competent
16 jurisdiction holds that the Rule is invalid because the Commission
17 exercised its rulemaking authority in a manner that is beyond the
18 scope of the purposes of this Compact, or the powers granted
19 hereunder, or based upon another applicable standard of review.

20 C. The Rules of the Commission shall have the force of law in
21 each Participating State, provided however that where the Rules of
22 the Commission conflict with the laws of the Participating State
23 that establish the medical services a PA may perform in the
24 Participating State, as held by a court of competent jurisdiction,
25 the Rules of the Commission shall be ineffective in that State to
26 the extent of the conflict.

27 D. If a majority of the legislatures of the Participating

1 States rejects a Commission Rule, by enactment of a statute or
2 resolution in the same manner used to adopt this Compact within four
3 (4) years of the date of adoption of the Rule, then such Rule shall
4 have no further force and effect in any Participating State or to
5 any State applying to participate in the Compact.

6 E. Commission Rules shall be adopted at a regular or special
7 meeting of the Commission.

8 F. Prior to promulgation and adoption of a final Rule or
9 Rules by the Commission, and at least thirty (30) days in advance of
10 the meeting at which the Rule will be considered and voted upon, the
11 Commission shall file a Notice of Proposed Rulemaking:

12 1. On the website of the Commission or other publicly
13 accessible platform; and

14 2. To persons who have requested notice of the
15 Commission's notices of proposed rulemaking, and

16 3. In such other way(s) as the Commission may by Rule
17 specify

18 G. The Notice of Proposed Rulemaking shall include:

19 1. The time, date, and location of the public hearing
20 on the proposed Rule and the proposed time, date and location of the
21 meeting in which the proposed Rule will be considered and voted
22 upon;

23 2. The text of the proposed Rule and the reason for the
24 proposed Rule;

25 3. A request for comments on the proposed Rule from any
26 interested person and the date by which written comments must be
27 received; and

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

4 H. Prior to adoption of a proposed Rule, the Commission
5 shall allow persons to submit written data, facts, opinions, and
6 arguments, which shall be made available to the public.

7 I. If the hearing is to be held via electronic means, the
8 Commission shall publish the mechanism for access to the electronic
9 hearing.

10 1. All persons wishing to be heard at the hearing shall
11 as directed in the Notice of Proposed Rulemaking, not less than five
12 (5) business days before the scheduled date of the hearing, notify
13 the Commission of their desire to appear and testify at the hearing.

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

17 3. All hearings shall be recorded. A copy of the
18 recording and the written comments, data, facts, opinions, and
19 arguments received in response to the proposed rulemaking shall be
20 made available to a person upon request.

21 4. Nothing in this section shall be construed as
22 requiring a separate hearing on each proposed Rule. Proposed Rules
23 may be grouped for the convenience of the Commission at hearings
24 required by this section.

25 J. Following the public hearing the Commission shall
26 consider all written and oral comments timely received.

27 K. The Commission shall, by majority vote of all delegates,

1 take final action on the proposed Rule and shall determine the
2 effective date of the Rule, if adopted, based on the Rulemaking
3 record and the full text of the Rule.

4 1. If adopted, the Rule shall be posted on the
5 Commission's website.

6 2. The Commission may adopt changes to the proposed
7 Rule provided the changes do not enlarge the original purpose of the
8 proposed Rule.

9 3. The Commission shall provide on its website an
10 explanation of the reasons for substantive changes made to the
11 proposed Rule as well as reasons for substantive changes not made
12 that were recommended by commenters.

13 4. The Commission shall determine a reasonable
14 effective date for the Rule. Except for an emergency as provided in
15 subsection L, the effective date of the Rule shall be no sooner than
16 thirty (30) days after the Commission issued the notice that it
17 adopted the Rule.

18 L. Upon determination that an emergency exists, the
19 Commission may consider and adopt an emergency Rule with
20 twenty-four (24) hours prior notice, without the opportunity for
21 comment, or hearing, provided that the usual rulemaking procedures
22 provided in this Compact and in this section shall be retroactively
23 applied to the Rule as soon as reasonably possible, in no event
24 later than ninety (90) days after the effective date of the Rule.
25 For the purposes of this provision, an emergency Rule is one that
26 must be adopted immediately by the Commission in order to:

27 1. Meet an imminent threat to public health, safety,

1 or welfare;

2 2. Prevent a loss of Commission or Participating State
3 funds;

4 3. Meet a deadline for the promulgation of a
5 Commission Rule that is established by federal law or Rule; or

6 4. Protect public health and safety.

7 M. The Commission or an authorized committee of the
8 Commission may direct revisions to a previously adopted Commission
9 Rule for purposes of correcting typographical errors, errors in
10 format, errors in consistency, or grammatical errors. Public notice
11 of any revisions shall be posted on the website of the Commission.

12 The revision shall be subject to challenge by any person for a
13 period of thirty (30) days after posting. The revision may be
14 challenged only on grounds that the revision results in a material
15 change to a Rule. A challenge shall be made as set forth in the
16 notice of revisions and delivered to the Commission prior to the end
17 of the notice period. If no challenge is made, the revision will
18 take effect without further action. If the revision is challenged,
19 the revision may not take effect without the approval of the
20 Commission.

21 N. No Participating State's rulemaking requirements shall
22 apply under this Compact.

23 Section 10. Oversight, Dispute Resolution, and Enforcement

24 A. Oversight

25 1. The executive and judicial branches of State
26 government in each Participating State shall enforce this Compact
27 and take all actions necessary and appropriate to implement the

1 Compact.

2 2. Venue is proper and judicial proceedings by or
3 against the Commission shall be brought solely and exclusively in a
4 court of competent jurisdiction where the principal office of the
5 Commission is located. The Commission may waive venue and
6 jurisdictional defenses to the extent it adopts or consents to
7 participate in alternative dispute resolution proceedings. Nothing
8 herein shall affect or limit the selection or propriety of venue in
9 any action against a licensee for professional malpractice,
10 misconduct or any such similar matter.

11 3. The Commission shall be entitled to receive service
12 of process in any proceeding regarding the enforcement or
13 interpretation of the Compact or the Commission's Rules and shall
14 have standing to intervene in such a proceeding for all purposes.
15 Failure to provide the Commission with service of process shall
16 render a judgment or order in such proceeding void as to the
17 Commission, this Compact, or Commission Rules.

18 B. Default, Technical Assistance, and Termination

19 1. If the Commission determines that a Participating
20 State has defaulted in the performance of its obligations or
21 responsibilities under this Compact or the Commission Rules, the
22 Commission shall provide written notice to the defaulting State and
23 other Participating States. The notice shall describe the default,
24 the proposed means of curing the default and any other action that
25 the Commission may take and shall offer remedial training and
26 specific technical assistance regarding the default.

27 2. If a State in default fails to cure the default, the

1 defaulting State may be terminated from this Compact upon an
2 affirmative vote of a majority of the delegates of the
3 Participating States, and all rights, privileges and benefits
4 conferred by this Compact upon such State may be terminated on the
5 effective date of termination. A cure of the default does not
6 relieve the offending State of obligations or liabilities incurred
7 during the period of default.

8 3. Termination of participation in this Compact shall
9 be imposed only after all other means of securing compliance have
10 been exhausted. Notice of intent to suspend or terminate shall be
11 given by the Commission to the governor, the majority and minority
12 leaders of the defaulting State's legislature, and to the Licensing
13 Board(s) of each of the Participating States.

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

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

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

1 7. Upon the termination of a State's participation in
2 the Compact, the State shall immediately provide notice to all
3 Licensees within that State of such termination:

4 a. Licensees who have been granted a Compact
5 Privilege in that State shall retain the Compact Privilege for one
6 hundred eighty (180) days following the effective date of such
7 termination.

8 b. Licensees who are licensed in that State who
9 have been granted a Compact Privilege in a Participating State
10 shall retain the Compact Privilege for one hundred eighty (180)
11 days unless the Licensee also has a Qualifying License in a
12 Participating State or obtains a Qualifying License in a
13 Participating State before the one hundred eighty (180)-day period
14 ends, in which case the Compact Privilege shall continue.

15 C. Dispute Resolution

16 1. Upon request by a Participating State, the
17 Commission shall attempt to resolve disputes related to this
18 Compact that arise among Participating States and between
19 participating and non-Participating States.

20 2. The Commission shall promulgate a Rule providing
21 for both mediation and binding dispute resolution for disputes as
22 appropriate.

23 D. Enforcement

24 1. The Commission, in the reasonable exercise of its
25 discretion, shall enforce the provisions of this Compact and Rules
26 of the Commission.

27 2. If compliance is not secured after all means to

1 secure compliance have been exhausted, by majority vote, the
2 Commission may initiate legal action in the United States District
3 Court for the District of Columbia or the federal district where the
4 Commission has its principal offices, against a Participating State
5 in default to enforce compliance with the provisions of this
6 Compact and the Commission's promulgated Rules and bylaws. The
7 relief sought may include both injunctive relief and damages. In
8 the event judicial enforcement is necessary, the prevailing party
9 shall be awarded all costs of such litigation, including reasonable
10 attorney's fees.

11 3. The remedies herein shall not be the exclusive
12 remedies of the Commission. The Commission may pursue any other
13 remedies available under federal or State law.

14 E. Legal Action Against the Commission

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

23 2. No person other than a Participating State shall
24 enforce this Compact against the Commission.

25 Section 11. Date of Implementation of the PA Licensure Compact
26 Commission

27 A. This Compact shall come into effect on the date on which

1 this Compact statute is enacted into law in the seventh
2 Participating State.

3 1. On or after the effective date of the Compact, the
4 Commission shall convene and review the enactment of each of the
5 States that enacted the Compact prior to the Commission convening
6 ("Charter Participating States") to determine if the statute
7 enacted by each such Charter Participating State is materially
8 different than the Model Compact.

9 a. A Charter Participating State whose enactment
10 is found to be materially different from the Model Compact shall be
11 entitled to the default process set forth in Section 10.B.

12 b. If any Participating State later withdraws
13 from the Compact or its participation is terminated, the Commission
14 shall remain in existence and the Compact shall remain in effect
15 even if the number of Participating States should be less than
16 seven. Participating States enacting the Compact subsequent to the
17 Commission convening shall be subject to the process set forth in
18 Section 7.C.21 to determine if their enactments are materially
19 different from the Model Compact and whether they qualify for
20 participation in the Compact.

21 2. Participating States enacting the Compact
22 subsequent to the seven initial Charter Participating States shall
23 be subject to the process set forth in Section 7.C.21 to determine
24 if their enactments are materially different from the Model Compact
25 and whether they qualify for participation in the Compact.

26 3. All actions taken for the benefit of the Commission
27 or in furtherance of the purposes of the administration of the

1 Compact prior to the effective date of the Compact or the Commission
2 coming into existence shall be considered to be actions of the
3 Commission unless specifically repudiated by the Commission.

4 B. Any State that joins this Compact shall be subject to the
5 Commission's Rules and bylaws as they exist on the date on which
6 this Compact becomes law in that State. Any Rule that has been
7 previously adopted by the Commission shall have the full force and
8 effect of law on the day this Compact becomes law in that State.

9 C. Any Participating State may withdraw from this Compact by
10 enacting a statute repealing the same.

11 1. A Participating State's withdrawal shall not take
12 effect until one hundred eighty (180) days after enactment of the
13 repealing statute. During this one hundred eighty (180) day-period,
14 all Compact Privileges that were in effect in the withdrawing State
15 and were granted to Licensees licensed in the withdrawing State
16 shall remain in effect. If any Licensee licensed in the withdrawing
17 State is also licensed in another Participating State or obtains a
18 license in another Participating State within the one hundred
19 eighty (180) days, the Licensee's Compact Privileges in other
20 Participating States shall not be affected by the passage of the one
21 hundred eighty (180) days.

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

27 3. Upon the enactment of a statute withdrawing a State

1 from this Compact, the State shall immediately provide notice of
2 such withdrawal to all Licensees within that State. Such
3 withdrawing State shall continue to recognize all licenses granted
4 pursuant to this Compact for a minimum of one hundred eighty (180)
5 days after the date of such notice of withdrawal.

6 D. Nothing contained in this Compact shall be construed to
7 invalidate or prevent any PA licensure agreement or other
8 cooperative arrangement between Participating States and between a
9 Participating State and non-Participating State that does not
10 conflict with the provisions of this Compact.

11 E. This Compact may be amended by the Participating States.
12 No amendment to this Compact shall become effective and binding
13 upon any Participating State until it is enacted materially in the
14 same manner into the laws of all Participating States as determined
15 by the Commission.

16 Section 12. Construction and Severability

17 A. This Compact and the Commission's rulemaking authority
18 shall be liberally construed so as to effectuate the purposes, and
19 the implementation and administration of the Compact. Provisions of
20 the Compact expressly authorizing or requiring the promulgation of
21 Rules shall not be construed to limit the Commission's rulemaking
22 authority solely for those purposes.

23 B. The provisions of this Compact shall be severable and if
24 any phrase, clause, sentence or provision of this Compact is held by
25 a court of competent jurisdiction to be contrary to the
26 constitution of any Participating State, a State seeking
27 participation in the Compact, or of the United States, or the

1 applicability thereof to any government, agency, person or
2 circumstance is held to be unconstitutional by a court of competent
3 jurisdiction, the validity of the remainder of this Compact and the
4 applicability thereof to any other government, agency, person or
5 circumstance shall not be affected thereby.

6 C. Notwithstanding subsection B or this section, the
7 Commission may deny a State's participation in the Compact or, in
8 accordance with the requirements of Section 10.B, terminate a
9 Participating State's participation in the Compact, if it
10 determines that a constitutional requirement of a Participating
11 State is, or would be with respect to a State seeking to participate
12 in the Compact, a material departure from the Compact. Otherwise,
13 if this Compact shall be held to be contrary to the constitution of
14 any Participating State, the Compact shall remain in full force and
15 effect as to the remaining Participating States and in full force
16 and effect as to the Participating State affected as to all
17 severable matters.

18 Section 13. Binding Effect of Compact

19 A. Nothing herein prevents the enforcement of any other law
20 of a Participating State that is not inconsistent with this
21 Compact.

22 B. Any laws in a Participating State in conflict with this
23 Compact are superseded to the extent of the conflict.

24 C. All agreements between the Commission and the
25 Participating States are binding in accordance with their terms.

26 Sec. 204.402. ADMINISTRATION OF COMPACT. The physician
27 assistant board is the Physician Assistant Licensure Compact

H.B. No. 1731

1 administrator for this state.

2 Sec. 204.403. RULES. The physician assistant board may
3 adopt rules necessary to implement this subchapter.

4 SECTION 2. This Act takes effect September 1, 2025.