

SENATE BILL 652

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9lr2069
CF HB 648

By: **Senator Young**

Introduced and read first time: February 4, 2019

Assigned to: Education, Health, and Environmental Affairs

Committee Report: Favorable with amendments

Senate action: Adopted

Read second time: March 6, 2019

CHAPTER _____

1 AN ACT concerning

2 **Interstate Physical Therapy Licensure Compact**

3 FOR the purpose of entering into the Interstate Physical Therapy Licensure Compact;
4 stating the purpose of the Compact; requiring a state to meet certain requirements
5 to participate in the Compact; requiring the State to charge a certain fee; requiring
6 a physical therapist to meet certain eligibility requirements to receive certain
7 licensure and exercise a certain privilege; authorizing a licensee who is active duty
8 military or the spouse of an individual who is active duty military to designate
9 certain locations as the home state; establishing certain authority of home states and
10 remote states with regard to certain adverse actions; establishing the Physical
11 Therapy Compact Commission and its duties; providing for the election of an
12 Executive Board of the Commission and establishing its duties; providing for the
13 financing of the Commission; requiring the Commission to provide for the
14 development, maintenance, and utilization of a coordinated database and reporting
15 system; requiring member states to submit certain information to the data system;
16 authorizing the Commission to adopt certain rules and amendments in a certain
17 manner; providing for certain oversight, dispute resolution, and enforcement of the
18 Compact; establishing certain requirements for withdrawal by member states from
19 the Compact; providing for the dissolution of the Compact under certain
20 circumstances; providing for the application of the Compact; providing for the
21 binding effect of the Compact; establishing procedures for amending the Compact;
22 making the provisions of the Compact severable; defining certain terms; and
23 generally relating to the Interstate Physical Therapy Licensure Compact.

24 BY adding to

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 Article – Health Occupations
2 Section 13–3A–01 to be under the new subtitle “Subtitle 3A. Interstate Physical
3 Therapy Licensure Compact”
4 Annotated Code of Maryland
5 (2014 Replacement Volume and 2018 Supplement)

6 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
7 That the Laws of Maryland read as follows:

8 **Article – Health Occupations**

9 **SUBTITLE 3A. INTERSTATE PHYSICAL THERAPY LICENSURE COMPACT.**

10 **13–3A–01.**

11 **THE INTERSTATE PHYSICAL THERAPY LICENSURE COMPACT IS ENACTED**
12 **INTO LAW AND ENTERED INTO WITH ALL OTHER STATES LEGALLY JOINING IN IT IN**
13 **THE FORM SUBSTANTIALLY AS IT APPEARS IN THIS SECTION AS FOLLOWS:**

14 **SECTION 1. PURPOSE**

15 **THE PURPOSE OF THIS COMPACT IS TO FACILITATE INTERSTATE PRACTICE**
16 **OF PHYSICAL THERAPY WITH THE GOAL OF IMPROVING PUBLIC ACCESS TO**
17 **PHYSICAL THERAPY SERVICES. THE PRACTICE OF PHYSICAL THERAPY OCCURS IN**
18 **THE STATE WHERE THE PATIENT/CLIENT IS LOCATED AT THE TIME OF THE**
19 **PATIENT/CLIENT ENCOUNTER. THE COMPACT PRESERVES THE REGULATORY**
20 **AUTHORITY OF STATES TO PROTECT PUBLIC HEALTH AND SAFETY THROUGH THE**
21 **CURRENT SYSTEM OF STATE LICENSURE. THIS COMPACT IS DESIGNED TO ACHIEVE**
22 **THE FOLLOWING OBJECTIVES:**

23 **(1) INCREASE PUBLIC ACCESS TO PHYSICAL THERAPY SERVICES BY**
24 **PROVIDING FOR THE MUTUAL RECOGNITION OF OTHER MEMBER STATE LICENSES;**

25 **(2) ENHANCE THE STATES’ ABILITY TO PROTECT THE PUBLIC’S**
26 **HEALTH AND SAFETY;**

27 **(3) ENCOURAGE THE COOPERATION OF MEMBER STATES IN**
28 **REGULATING MULTI–STATE PHYSICAL THERAPY PRACTICE;**

29 **(4) SUPPORT SPOUSES OF RELOCATING MILITARY MEMBERS;**

30 **(5) ENHANCE THE EXCHANGE OF LICENSURE, INVESTIGATIVE, AND**
31 **DISCIPLINARY INFORMATION BETWEEN MEMBER STATES; AND**

1 **(6) ALLOW A REMOTE STATE TO HOLD A PROVIDER OF SERVICES**
2 **WITH A COMPACT PRIVILEGE IN THAT STATE ACCOUNTABLE TO THAT STATE'S**
3 **PRACTICE STANDARDS.**

4 **SECTION 2. DEFINITIONS**

5 **AS USED IN THIS COMPACT, AND EXCEPT AS OTHERWISE PROVIDED, THE**
6 **FOLLOWING DEFINITIONS SHALL APPLY:**

7 **(1) "ACTIVE DUTY MILITARY" MEANS FULL-TIME DUTY STATUS IN**
8 **THE ACTIVE UNIFORMED SERVICE OF THE UNITED STATES, INCLUDING MEMBERS**
9 **OF THE NATIONAL GUARD AND RESERVE ON ACTIVE DUTY ORDERS PURSUANT TO**
10 **10 U.S.C. SECTION 1209 AND 1211.**

11 **(2) "ADVERSE ACTION" MEANS DISCIPLINARY ACTION TAKEN BY A**
12 **PHYSICAL THERAPY LICENSING BOARD BASED UPON MISCONDUCT, UNACCEPTABLE**
13 **PERFORMANCE, OR A COMBINATION OF BOTH.**

14 **(3) "ALTERNATIVE PROGRAM" MEANS A NONDISCIPLINARY**
15 **MONITORING OR PRACTICE REMEDIATION PROCESS APPROVED BY A PHYSICAL**
16 **THERAPY LICENSING BOARD. THIS INCLUDES, BUT IS NOT LIMITED TO, SUBSTANCE**
17 **ABUSE ISSUES.**

18 **(4) "COMPACT PRIVILEGE" MEANS THE AUTHORIZATION GRANTED**
19 **BY A REMOTE STATE TO ALLOW A LICENSEE FROM ANOTHER MEMBER STATE TO**
20 **PRACTICE AS A PHYSICAL THERAPIST OR WORK AS A PHYSICAL THERAPIST**
21 **ASSISTANT IN THE REMOTE STATE UNDER ITS LAWS AND RULES. THE PRACTICE OF**
22 **PHYSICAL THERAPY OCCURS IN THE MEMBER STATE WHERE THE PATIENT/CLIENT**
23 **IS LOCATED AT THE TIME OF THE PATIENT/CLIENT ENCOUNTER.**

24 **(5) "CONTINUING COMPETENCE" MEANS A REQUIREMENT, AS A**
25 **CONDITION OF LICENSE RENEWAL, TO PROVIDE EVIDENCE OF PARTICIPATION IN,**
26 **AND/OR COMPLETION OF, EDUCATIONAL AND PROFESSIONAL ACTIVITIES RELEVANT**
27 **TO PRACTICE OR AREA OF WORK.**

28 **(6) "DATA SYSTEM" MEANS A REPOSITORY OF INFORMATION ABOUT**
29 **LICENSEES, INCLUDING EXAMINATION, LICENSURE, INVESTIGATIVE, COMPACT**
30 **PRIVILEGE, AND ADVERSE ACTION.**

31 **(7) "ENCUMBERED LICENSE" MEANS A LICENSE THAT A PHYSICAL**
32 **THERAPY LICENSING BOARD HAS LIMITED IN ANY WAY.**

1 **(8) “EXECUTIVE BOARD” MEANS A GROUP OF DIRECTORS ELECTED**
2 **OR APPOINTED TO ACT ON BEHALF OF, AND WITHIN THE POWERS GRANTED TO THEM**
3 **BY, THE COMMISSION.**

4 **(9) “HOME STATE” MEANS THE MEMBER STATE THAT IS THE**
5 **LICENSEE’S PRIMARY STATE OF RESIDENCE.**

6 **(10) “INVESTIGATIVE INFORMATION” MEANS INFORMATION,**
7 **RECORDS, AND DOCUMENTS RECEIVED OR GENERATED BY A PHYSICAL THERAPY**
8 **LICENSING BOARD PURSUANT TO AN INVESTIGATION.**

9 **(11) “JURISPRUDENCE REQUIREMENT” MEANS THE ASSESSMENT OF**
10 **AN INDIVIDUAL’S KNOWLEDGE OF THE LAWS AND RULES GOVERNING THE PRACTICE**
11 **OF PHYSICAL THERAPY IN A STATE.**

12 **(12) “LICENSEE” MEANS AN INDIVIDUAL WHO CURRENTLY HOLDS AN**
13 **AUTHORIZATION FROM THE STATE TO PRACTICE AS A PHYSICAL THERAPIST OR TO**
14 **WORK AS A PHYSICAL THERAPIST ASSISTANT.**

15 **(13) “MEMBER STATE” MEANS A STATE THAT HAS ENACTED THE**
16 **COMPACT.**

17 **(14) “PARTY STATE” MEANS ANY MEMBER STATE IN WHICH A**
18 **LICENSEE HOLDS A CURRENT LICENSE OR COMPACT PRIVILEGE OR IS APPLYING**
19 **FOR A LICENSE OR COMPACT PRIVILEGE.**

20 **(15) “PHYSICAL THERAPIST” MEANS AN INDIVIDUAL WHO IS LICENSED**
21 **BY A STATE TO PRACTICE PHYSICAL THERAPY.**

22 **(16) “PHYSICAL THERAPIST ASSISTANT” MEANS AN INDIVIDUAL WHO**
23 **IS LICENSED/CERTIFIED BY A STATE AND WHO ASSISTS THE PHYSICAL THERAPIST IN**
24 **SELECTED COMPONENTS OF PHYSICAL THERAPY.**

25 **(17) “PHYSICAL THERAPY,” “PHYSICAL THERAPY PRACTICE,” AND**
26 **“THE PRACTICE OF PHYSICAL THERAPY” MEAN THE CARE AND SERVICES PROVIDED**
27 **BY OR UNDER THE DIRECTION AND SUPERVISION OF A LICENSED PHYSICAL**
28 **THERAPIST.**

29 **(18) “PHYSICAL THERAPY COMPACT COMMISSION” OR**
30 **“COMMISSION” MEANS THE NATIONAL ADMINISTRATIVE BODY WHOSE MEMBERSHIP**
31 **CONSISTS OF ALL STATES THAT HAVE ENACTED THE COMPACT.**

1 **(19) “PHYSICAL THERAPY LICENSING BOARD” OR “LICENSING BOARD”**
2 **MEANS THE AGENCY OF A STATE THAT IS RESPONSIBLE FOR THE LICENSING AND**
3 **REGULATION OF PHYSICAL THERAPISTS AND PHYSICAL THERAPIST ASSISTANTS.**

4 **(20) “REMOTE STATE” MEANS A MEMBER STATE OTHER THAN THE**
5 **HOME STATE, WHERE A LICENSEE IS EXERCISING OR SEEKING TO EXERCISE THE**
6 **COMPACT PRIVILEGE.**

7 **(21) “RULE” MEANS A REGULATION, PRINCIPLE, OR DIRECTIVE**
8 **PROMULGATED BY THE COMMISSION THAT HAS THE FORCE OF LAW.**

9 **(22) “STATE” MEANS ANY STATE, COMMONWEALTH, DISTRICT, OR**
10 **TERRITORY OF THE UNITED STATES OF AMERICA THAT REGULATES THE PRACTICE**
11 **OF PHYSICAL THERAPY.**

12 **SECTION 3. STATE PARTICIPATION IN THE COMPACT**

13 **(A) TO PARTICIPATE IN THE COMPACT, A STATE MUST:**

14 **(1) PARTICIPATE FULLY IN THE COMMISSION’S DATA SYSTEM,**
15 **INCLUDING USING THE COMMISSION’S UNIQUE IDENTIFIER AS DEFINED IN RULES;**

16 **(2) HAVE A MECHANISM IN PLACE FOR RECEIVING AND**
17 **INVESTIGATING COMPLAINTS ABOUT LICENSEES;**

18 **(3) NOTIFY THE COMMISSION, IN COMPLIANCE WITH THE TERMS OF**
19 **THE COMPACT AND RULES, OF ANY ADVERSE ACTION OR THE AVAILABILITY OF**
20 **INVESTIGATIVE INFORMATION REGARDING A LICENSEE;**

21 **(4) FULLY IMPLEMENT A CRIMINAL BACKGROUND CHECK**
22 **REQUIREMENT, WITHIN A TIME FRAME ESTABLISHED BY RULE, BY RECEIVING THE**
23 **RESULTS OF THE FEDERAL BUREAU OF INVESTIGATION RECORD SEARCH ON**
24 **CRIMINAL BACKGROUND CHECKS AND USE THE RESULTS IN MAKING LICENSURE**
25 **DECISIONS IN ACCORDANCE WITH SUBSECTION (B) OF THIS SECTION;**

26 **(5) COMPLY WITH THE RULES OF THE COMMISSION;**

27 **(6) UTILIZE A RECOGNIZED NATIONAL EXAMINATION AS A**
28 **REQUIREMENT FOR LICENSURE PURSUANT TO THE RULES OF THE COMMISSION;**
29 **AND**

30 **(7) HAVE CONTINUING COMPETENCE REQUIREMENTS AS A**
31 **CONDITION FOR LICENSE RENEWAL.**

1 (B) UPON ADOPTION OF THIS STATUTE, THE MEMBER STATE SHALL HAVE
2 THE AUTHORITY TO OBTAIN BIOMETRIC-BASED INFORMATION FROM EACH
3 PHYSICAL THERAPY LICENSURE APPLICANT AND SUBMIT THIS INFORMATION TO
4 THE FEDERAL BUREAU OF INVESTIGATION FOR A CRIMINAL BACKGROUND CHECK
5 IN ACCORDANCE WITH 28 U.S.C. §534 AND 42 U.S.C. §14616.

6 (C) A MEMBER STATE SHALL GRANT THE COMPACT PRIVILEGE TO A
7 LICENSEE HOLDING A VALID UNENCUMBERED LICENSE IN ANOTHER MEMBER STATE
8 IN ACCORDANCE WITH THE TERMS OF THE COMPACT AND RULES.

9 (D) (1) MEMBER SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION,
10 MEMBER STATES MAY CHARGE A FEE FOR GRANTING A COMPACT PRIVILEGE.

11 (2) MARYLAND SHALL CHARGE A FEE FOR GRANTING A COMPACT
12 PRIVILEGE.

13 SECTION 4. COMPACT PRIVILEGE

14 (A) TO EXERCISE THE COMPACT PRIVILEGE UNDER THE TERMS AND
15 PROVISIONS OF THE COMPACT, THE LICENSEE SHALL:

16 (1) HOLD A LICENSE IN THE HOME STATE;

17 (2) HAVE NO ENCUMBRANCE ON ANY STATE LICENSE;

18 (3) BE ELIGIBLE FOR A COMPACT PRIVILEGE IN ANY MEMBER STATE
19 IN ACCORDANCE WITH SUBSECTIONS (D), (G), AND (H) OF THIS SECTION;

20 (4) HAVE NOT HAD ANY ADVERSE ACTION AGAINST ANY LICENSE OR
21 COMPACT PRIVILEGE WITHIN THE PREVIOUS 2 YEARS;

22 (5) NOTIFY THE COMMISSION THAT THE LICENSEE IS SEEKING THE
23 COMPACT PRIVILEGE WITHIN A REMOTE STATE(S);

24 (6) PAY ANY APPLICABLE FEES, INCLUDING ANY STATE FEE, FOR THE
25 COMPACT PRIVILEGE;

26 (7) MEET ANY JURISPRUDENCE REQUIREMENTS ESTABLISHED BY
27 THE REMOTE STATE(S) IN WHICH THE LICENSEE IS SEEKING A COMPACT PRIVILEGE;
28 AND

29 (8) REPORT TO THE COMMISSION ADVERSE ACTION TAKEN BY ANY
30 NONMEMBER STATE WITHIN 30 DAYS FROM THE DATE THE ADVERSE ACTION IS
31 TAKEN.

1 **(B) THE COMPACT PRIVILEGE IS VALID UNTIL THE EXPIRATION DATE OF**
2 **THE HOME LICENSE. THE LICENSEE MUST COMPLY WITH THE REQUIREMENTS OF**
3 **SUBSECTION (A) OF THIS SECTION TO MAINTAIN THE COMPACT PRIVILEGE IN THE**
4 **REMOTE STATE.**

5 **(C) A LICENSEE PROVIDING PHYSICAL THERAPY IN A REMOTE STATE**
6 **UNDER THE COMPACT PRIVILEGE SHALL FUNCTION WITHIN THE LAWS AND**
7 **REGULATIONS OF THE REMOTE STATE.**

8 **(D) A LICENSEE PROVIDING PHYSICAL THERAPY IN A REMOTE STATE IS**
9 **SUBJECT TO THAT STATE'S REGULATORY AUTHORITY. A REMOTE STATE MAY, IN**
10 **ACCORDANCE WITH DUE PROCESS AND THAT STATE'S LAWS, REMOVE A LICENSEE'S**
11 **COMPACT PRIVILEGE IN THE REMOTE STATE FOR A SPECIFIC PERIOD OF TIME,**
12 **IMPOSE FINES, AND/OR TAKE ANY OTHER NECESSARY ACTIONS TO PROTECT THE**
13 **HEALTH AND SAFETY OF ITS CITIZENS. THE LICENSEE IS NOT ELIGIBLE FOR A**
14 **COMPACT PRIVILEGE IN ANY STATE UNTIL THE SPECIFIC TIME FOR REMOVAL HAS**
15 **PASSED AND ALL FINES ARE PAID.**

16 **(E) IF A HOME STATE LICENSE IS ENCUMBERED, THE LICENSEE SHALL LOSE**
17 **THE COMPACT PRIVILEGE IN ANY REMOTE STATE UNTIL THE FOLLOWING OCCUR:**

18 **(1) THE HOME STATE LICENSE IS NO LONGER ENCUMBERED; AND**

19 **(2) TWO YEARS HAVE ELAPSED FROM THE DATE OF THE ADVERSE**
20 **ACTION.**

21 **(F) ONCE AN ENCUMBERED LICENSE IN THE HOME STATE IS RESTORED TO**
22 **GOOD STANDING, THE LICENSEE MUST MEET THE REQUIREMENTS OF SUBSECTION**
23 **(A) OF THIS SECTION TO OBTAIN A COMPACT PRIVILEGE IN ANY REMOTE STATE.**

24 **(G) IF A LICENSEE'S COMPACT PRIVILEGE IN ANY REMOTE STATE IS**
25 **REMOVED, THE INDIVIDUAL SHALL LOSE THE COMPACT PRIVILEGE IN ANY REMOTE**
26 **STATE UNTIL THE FOLLOWING OCCUR:**

27 **(1) THE SPECIFIC PERIOD OF TIME FOR WHICH THE COMPACT**
28 **PRIVILEGE WAS REMOVED HAS ENDED;**

29 **(2) ALL FINES HAVE BEEN PAID; AND**

30 **(3) TWO YEARS HAVE ELAPSED FROM THE DATE OF THE ADVERSE**
31 **ACTION.**

1 **(H) ONCE THE REQUIREMENTS OF SUBSECTION (G) OF THIS SECTION HAVE**
2 **BEEN MET, THE LICENSE MUST MEET THE REQUIREMENTS IN SUBSECTION (A) OF**
3 **THIS SECTION TO OBTAIN A COMPACT PRIVILEGE IN A REMOTE STATE.**

4 **SECTION 5. ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES**

5 **A LICENSEE WHO IS ACTIVE DUTY MILITARY OR IS THE SPOUSE OF AN**
6 **INDIVIDUAL WHO IS ACTIVE DUTY MILITARY MAY DESIGNATE ONE OF THE**
7 **FOLLOWING AS THE HOME STATE:**

8 **(1) HOME OF RECORD;**

9 **(2) PERMANENT CHANGE OF STATION (PCS); OR**

10 **(3) STATE OF CURRENT RESIDENCE IF IT IS DIFFERENT THAN THE**
11 **PCS STATE OR HOME OF RECORD.**

12 **SECTION 6. ADVERSE ACTIONS**

13 **(A) A HOME STATE SHALL HAVE EXCLUSIVE POWER TO IMPOSE ADVERSE**
14 **ACTION AGAINST A LICENSE ISSUED BY THE HOME STATE.**

15 **(B) A HOME STATE MAY TAKE ADVERSE ACTION BASED ON THE**
16 **INVESTIGATIVE INFORMATION OF A REMOTE STATE, SO LONG AS THE HOME STATE**
17 **FOLLOWS ITS OWN PROCEDURES FOR IMPOSING ADVERSE ACTION.**

18 **(C) NOTHING IN THIS COMPACT SHALL OVERRIDE A MEMBER STATE'S**
19 **DECISION THAT PARTICIPATION IN AN ALTERNATIVE PROGRAM MAY BE USED IN**
20 **LIEU OF ADVERSE ACTION AND THAT SUCH PARTICIPATION SHALL REMAIN**
21 **NONPUBLIC IF REQUIRED BY THE MEMBER STATE'S LAWS. MEMBER STATES MUST**
22 **REQUIRE LICENSEES WHO ENTER ANY ALTERNATIVE PROGRAMS IN LIEU OF**
23 **DISCIPLINE TO AGREE NOT TO PRACTICE IN ANY OTHER MEMBER STATE DURING**
24 **THE TERM OF THE ALTERNATIVE PROGRAM WITHOUT PRIOR AUTHORIZATION FROM**
25 **SUCH OTHER MEMBER STATE.**

26 **(D) ANY MEMBER STATE MAY INVESTIGATE ACTUAL OR ALLEGED**
27 **VIOLATIONS OF THE STATUTES AND RULES AUTHORIZING THE PRACTICE OF**
28 **PHYSICAL THERAPY IN ANY OTHER MEMBER STATE IN WHICH A PHYSICAL**
29 **THERAPIST OR PHYSICAL THERAPIST ASSISTANT HOLDS A LICENSE OR COMPACT**
30 **PRIVILEGE.**

31 **(E) A REMOTE STATE SHALL HAVE THE AUTHORITY TO:**

1 **(1) TAKE ADVERSE ACTIONS AS SET FORTH IN SECTION 4(D) AGAINST**
2 **A LICENSEE'S COMPACT PRIVILEGE IN THE STATE;**

3 **(2) ISSUE SUBPOENAS FOR BOTH HEARINGS AND INVESTIGATIONS**
4 **THAT REQUIRE THE ATTENDANCE AND TESTIMONY OF WITNESSES, AND THE**
5 **PRODUCTION OF EVIDENCE. SUBPOENAS ISSUED BY A PHYSICAL THERAPY**
6 **LICENSING BOARD IN A PARTY STATE FOR THE ATTENDANCE AND TESTIMONY OF**
7 **WITNESSES, AND/OR THE PRODUCTION OF EVIDENCE FROM ANOTHER PARTY STATE,**
8 **SHALL BE ENFORCED IN THE LATTER STATE BY ANY COURT OF COMPETENT**
9 **JURISDICTION, ACCORDING TO THE PRACTICE AND PROCEDURE OF THAT COURT**
10 **APPLICABLE TO SUBPOENAS ISSUED IN PROCEEDINGS PENDING BEFORE IT. THE**
11 **ISSUING AUTHORITY SHALL PAY ANY WITNESS FEES, TRAVEL EXPENSES, MILEAGE,**
12 **AND OTHER FEES REQUIRED BY THE SERVICE STATUTES OF THE STATE WHERE THE**
13 **WITNESSES AND/OR EVIDENCE ARE LOCATED; AND**

14 **(3) IF OTHERWISE PERMITTED BY STATE LAW, RECOVER FROM THE**
15 **LICENSEE THE COSTS OF INVESTIGATIONS AND DISPOSITION OF CASES RESULTING**
16 **FROM ANY ADVERSE ACTION TAKEN AGAINST THAT LICENSEE.**

17 **(F) (1) IN ADDITION TO THE AUTHORITY GRANTED TO A MEMBER STATE**
18 **BY ITS RESPECTIVE PHYSICAL THERAPY PRACTICE ACT OR OTHER APPLICABLE**
19 **STATE LAW, A MEMBER STATE MAY PARTICIPATE WITH OTHER MEMBER STATES IN**
20 **JOINT INVESTIGATIONS OF LICENSEES.**

21 **(2) MEMBER STATES SHALL SHARE ANY INVESTIGATIVE, LITIGATION,**
22 **OR COMPLIANCE MATERIALS IN FURTHERANCE OF ANY JOINT OR INDIVIDUAL**
23 **INVESTIGATION INITIATED UNDER THE COMPACT.**

24 **SECTION 7. ESTABLISHMENT OF THE PHYSICAL THERAPY COMPACT**
25 **COMMISSION**

26 **(A) THE COMPACT MEMBER STATES HEREBY CREATE AND ESTABLISH A**
27 **JOINT PUBLIC AGENCY KNOWN AS THE PHYSICAL THERAPY COMPACT**
28 **COMMISSION.**

29 **(1) THE COMMISSION IS AN INSTRUMENTALITY OF THE COMPACT**
30 **STATES.**

31 **(2) VENUE IS PROPER AND JUDICIAL PROCEEDINGS BY OR AGAINST**
32 **THE COMMISSION SHALL BE BROUGHT SOLELY AND EXCLUSIVELY IN A COURT OF**
33 **COMPETENT JURISDICTION WHERE THE PRINCIPAL OFFICE OF THE COMMISSION IS**
34 **LOCATED. THE COMMISSION MAY WAIVE VENUE AND JURISDICTIONAL DEFENSES**
35 **TO THE EXTENT IT ADOPTS OR CONSENTS TO PARTICIPATE IN ALTERNATIVE**
36 **DISPUTE RESOLUTION PROCEEDINGS.**

1 **(3) NOTHING IN THIS COMPACT SHALL BE CONSTRUED TO BE A**
2 **WAIVER OF SOVEREIGN IMMUNITY.**

3 **(B) (1) EACH MEMBER STATE SHALL HAVE AND BE LIMITED TO ONE**
4 **DELEGATE SELECTED BY THAT MEMBER STATE'S LICENSING BOARD.**

5 **(2) THE DELEGATE SHALL BE A CURRENT MEMBER OF THE**
6 **LICENSING BOARD, WHO IS A PHYSICAL THERAPIST, PHYSICAL THERAPIST**
7 **ASSISTANT, PUBLIC MEMBER, OR THE BOARD ADMINISTRATOR.**

8 **(3) ANY DELEGATE MAY BE REMOVED OR SUSPENDED FROM OFFICE**
9 **AS PROVIDED BY THE LAW OF THE STATE FROM WHICH THE DELEGATE IS**
10 **APPOINTED.**

11 **(4) THE MEMBER STATE BOARD SHALL FILL ANY VACANCY**
12 **OCCURRING IN THE COMMISSION.**

13 **(5) EACH DELEGATE SHALL BE ENTITLED TO ONE (1) VOTE WITH**
14 **REGARD TO THE PROMULGATION OF RULES AND CREATION OF BYLAWS AND SHALL**
15 **OTHERWISE HAVE AN OPPORTUNITY TO PARTICIPATE IN THE BUSINESS AND**
16 **AFFAIRS OF THE COMMISSION.**

17 **(6) A DELEGATE SHALL VOTE IN PERSON OR BY SUCH OTHER MEANS**
18 **AS PROVIDED IN THE BYLAWS. THE BYLAWS MAY PROVIDE FOR DELEGATES'**
19 **PARTICIPATION IN MEETINGS BY TELEPHONE OR OTHER MEANS OF**
20 **COMMUNICATION.**

21 **(7) THE COMMISSION SHALL MEET AT LEAST ONCE DURING EACH**
22 **CALENDAR YEAR. ADDITIONAL MEETINGS SHALL BE HELD AS SET FORTH IN THE**
23 **BYLAWS.**

24 **(C) THE COMMISSION SHALL HAVE THE FOLLOWING POWERS AND DUTIES:**

25 **(1) ESTABLISH THE FISCAL YEAR OF THE COMMISSION;**

26 **(2) ESTABLISH BYLAWS;**

27 **(3) MAINTAIN ITS FINANCIAL RECORDS IN ACCORDANCE WITH THE**
28 **BYLAWS;**

29 **(4) MEET AND TAKE SUCH ACTIONS AS ARE CONSISTENT WITH THE**
30 **PROVISIONS OF THIS COMPACT AND THE BYLAWS;**

1 **(5) PROMULGATE UNIFORM RULES TO FACILITATE AND COORDINATE**
2 **IMPLEMENTATION AND ADMINISTRATION OF THIS COMPACT. THE RULES SHALL**
3 **HAVE THE FORCE AND EFFECT OF LAW AND SHALL BE BINDING IN ALL MEMBER**
4 **STATES;**

5 **(6) BRING AND PROSECUTE LEGAL PROCEEDINGS OR ACTIONS IN**
6 **THE NAME OF THE COMMISSION, PROVIDED THAT THE STANDING OF ANY STATE**
7 **PHYSICAL THERAPY LICENSING BOARD TO SUE OR BE SUED UNDER APPLICABLE**
8 **LAW SHALL NOT BE AFFECTED;**

9 **(7) PURCHASE AND MAINTAIN INSURANCE AND BONDS;**

10 **(8) BORROW, ACCEPT, OR CONTRACT FOR SERVICES OF PERSONNEL,**
11 **INCLUDING, BUT NOT LIMITED TO, EMPLOYEES OF A MEMBER STATE;**

12 **(9) HIRE EMPLOYEES, ELECT OR APPOINT OFFICERS, FIX**
13 **COMPENSATION, DEFINE DUTIES, GRANT SUCH INDIVIDUALS APPROPRIATE**
14 **AUTHORITY TO CARRY OUT THE PURPOSES OF THE COMPACT, AND TO ESTABLISH**
15 **THE COMMISSION'S PERSONNEL POLICIES AND PROGRAMS RELATING TO**
16 **CONFLICTS OF INTEREST, QUALIFICATIONS OF PERSONNEL, AND OTHER RELATED**
17 **PERSONNEL MATTERS;**

18 **(10) ACCEPT ANY AND ALL APPROPRIATE DONATIONS AND GRANTS OF**
19 **MONEY, EQUIPMENT, SUPPLIES, MATERIALS AND SERVICES, AND TO RECEIVE,**
20 **UTILIZE AND DISPOSE OF THE SAME; PROVIDED THAT AT ALL TIMES THE**
21 **COMMISSION SHALL AVOID ANY APPEARANCE OF IMPROPRIETY AND/OR CONFLICT**
22 **OF INTEREST;**

23 **(11) LEASE, PURCHASE, ACCEPT APPROPRIATE GIFTS OR DONATIONS**
24 **OF, OR OTHERWISE TO OWN, HOLD, IMPROVE OR USE, ANY PROPERTY, REAL,**
25 **PERSONAL OR MIXED; PROVIDED THAT AT ALL TIMES THE COMMISSION SHALL**
26 **AVOID ANY APPEARANCE OF IMPROPRIETY;**

27 **(12) SELL, CONVEY, MORTGAGE, PLEDGE, LEASE, EXCHANGE,**
28 **ABANDON, OR OTHERWISE DISPOSE OF ANY PROPERTY REAL, PERSONAL, OR MIXED;**

29 **(13) ESTABLISH A BUDGET AND MAKE EXPENDITURES;**

30 **(14) BORROW MONEY;**

31 **(15) APPOINT COMMITTEES, INCLUDING STANDING COMMITTEES**
32 **COMPOSED OF MEMBERS, STATE REGULATORS, STATE LEGISLATORS OR THEIR**
33 **REPRESENTATIVES, AND CONSUMER REPRESENTATIVES, AND SUCH OTHER**
34 **INTERESTED PERSONS AS MAY BE DESIGNATED IN THIS COMPACT AND THE BYLAWS;**

1 **(16) PROVIDE AND RECEIVE INFORMATION FROM, AND COOPERATE**
2 **WITH, LAW ENFORCEMENT AGENCIES;**

3 **(17) ESTABLISH AND ELECT AN EXECUTIVE BOARD; AND**

4 **(18) PERFORM SUCH OTHER FUNCTIONS AS MAY BE NECESSARY OR**
5 **APPROPRIATE TO ACHIEVE THE PURPOSES OF THIS COMPACT CONSISTENT WITH**
6 **THE STATE REGULATION OF PHYSICAL THERAPY LICENSURE AND PRACTICE.**

7 **(D) THE EXECUTIVE BOARD SHALL HAVE THE POWER TO ACT ON BEHALF**
8 **OF THE COMMISSION ACCORDING TO THE TERMS OF THIS COMPACT.**

9 **(1) THE EXECUTIVE BOARD SHALL BE COMPOSED OF NINE**
10 **MEMBERS:**

11 **(I) SEVEN VOTING MEMBERS WHO ARE ELECTED BY THE**
12 **COMMISSION FROM THE CURRENT MEMBERSHIP OF THE COMMISSION;**

13 **(II) ONE EX-OFFICIO, NONVOTING MEMBER FROM THE**
14 **RECOGNIZED NATIONAL PHYSICAL THERAPY PROFESSIONAL ASSOCIATION; AND**

15 **(III) ONE EX-OFFICIO, NONVOTING MEMBER FROM THE**
16 **RECOGNIZED MEMBERSHIP ORGANIZATION OF THE PHYSICAL THERAPY LICENSING**
17 **BOARDS.**

18 **(2) THE EX-OFFICIO MEMBERS WILL BE SELECTED BY THEIR**
19 **RESPECTIVE ORGANIZATIONS.**

20 **(3) THE COMMISSION MAY REMOVE ANY MEMBER OF THE EXECUTIVE**
21 **BOARD AS PROVIDED IN BYLAWS.**

22 **(4) THE EXECUTIVE BOARD SHALL MEET AT LEAST ANNUALLY.**

23 **(5) THE EXECUTIVE BOARD SHALL HAVE THE FOLLOWING DUTIES**
24 **AND RESPONSIBILITIES:**

25 **(I) RECOMMEND TO THE ENTIRE COMMISSION CHANGES TO**
26 **THE RULES OR BYLAWS, CHANGES TO THIS COMPACT LEGISLATION, FEES PAID BY**
27 **COMPACT MEMBER STATES SUCH AS ANNUAL DUES, AND ANY COMMISSION**
28 **COMPACT FEE CHARGED TO LICENSEES FOR THE COMPACT PRIVILEGE;**

29 **(II) ENSURE COMPACT ADMINISTRATION SERVICES ARE**
30 **APPROPRIATELY PROVIDED, CONTRACTUAL OR OTHERWISE;**

1 (III) PREPARE AND RECOMMEND THE BUDGET;

2 (IV) MAINTAIN FINANCIAL RECORDS ON BEHALF OF THE
3 COMMISSION;

4 (V) MONITOR COMPACT COMPLIANCE OF MEMBER STATES AND
5 PROVIDE COMPLIANCE REPORTS TO THE COMMISSION;

6 (VI) ESTABLISH ADDITIONAL COMMITTEES AS NECESSARY; AND

7 (VII) OTHER DUTIES AS PROVIDED IN RULES OR BYLAWS.

8 (E) (1) ALL MEETINGS SHALL BE OPEN TO THE PUBLIC, AND PUBLIC
9 NOTICE OF MEETINGS SHALL BE GIVEN IN THE SAME MANNER AS REQUIRED UNDER
10 THE RULEMAKING PROVISIONS IN SECTION 9.

11 (2) THE COMMISSION, THE EXECUTIVE BOARD, OR OTHER
12 COMMITTEES OF THE COMMISSION MAY CONVENE IN A CLOSED, NON-PUBLIC
13 MEETING IF THE COMMISSION, EXECUTIVE BOARD, OR OTHER COMMITTEES OF THE
14 COMMISSION MUST DISCUSS:

15 (I) NONCOMPLIANCE OF A MEMBER STATE WITH ITS
16 OBLIGATIONS UNDER THE COMPACT;

17 (II) THE EMPLOYMENT, COMPENSATION, DISCIPLINE OR OTHER
18 MATTERS, PRACTICES, OR PROCEDURES RELATED TO SPECIFIC EMPLOYEES OR
19 OTHER MATTERS RELATED TO THE COMMISSION'S INTERNAL PERSONNEL
20 PRACTICES AND PROCEDURES;

21 (III) CURRENT, THREATENED, OR REASONABLY ANTICIPATED
22 LITIGATION;

23 (IV) NEGOTIATION OF CONTRACTS FOR THE PURCHASE, LEASE,
24 OR SALE OF GOODS, SERVICES, OR REAL ESTATE;

25 (V) ACCUSING ANY PERSON OF A CRIME OR FORMALLY
26 CENSURING ANY PERSON;

27 (VI) DISCLOSURE OF TRADE SECRETS OR COMMERCIAL OR
28 FINANCIAL INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL;

1 (VII) DISCLOSURE OF INFORMATION OF A PERSONAL NATURE
2 WHERE DISCLOSURE WOULD CONSTITUTE A CLEARLY UNWARRANTED INVASION OF
3 PERSONAL PRIVACY;

4 (VIII) DISCLOSURE OF INVESTIGATIVE RECORDS COMPILED FOR
5 LAW ENFORCEMENT PURPOSES;

6 (IX) DISCLOSURE OF INFORMATION RELATED TO ANY
7 INVESTIGATIVE REPORTS PREPARED BY, ON BEHALF OF, OR FOR USE OF THE
8 COMMISSION OR OTHER COMMITTEE CHARGED WITH RESPONSIBILITY OF
9 INVESTIGATION OR DETERMINATION OF COMPLIANCE ISSUES PURSUANT TO THE
10 COMPACT; OR

11 (X) MATTERS SPECIFICALLY EXEMPTED FROM DISCLOSURE BY
12 FEDERAL OR MEMBER STATE STATUTE.

13 (3) IF A MEETING, OR PORTION OF A MEETING, IS CLOSED PURSUANT
14 TO THIS PROVISION, THE COMMISSION'S LEGAL COUNSEL OR DESIGNEE SHALL
15 CERTIFY THAT THE MEETING MAY BE CLOSED AND SHALL REFERENCE EACH
16 RELEVANT EXEMPTING PROVISION.

17 (4) THE COMMISSION SHALL KEEP MINUTES THAT FULLY AND
18 CLEARLY DESCRIBE ALL MATTERS DISCUSSED IN A MEETING AND SHALL PROVIDE A
19 FULL AND ACCURATE SUMMARY OF ACTIONS TAKEN, AND THE REASONS
20 THEREFORE, INCLUDING A DESCRIPTION OF THE VIEWS EXPRESSED. ALL
21 DOCUMENTS CONSIDERED IN CONNECTION WITH AN ACTION SHALL BE IDENTIFIED
22 IN SUCH MINUTES. ALL MINUTES AND DOCUMENTS OF A CLOSED MEETING SHALL
23 REMAIN UNDER SEAL, SUBJECT TO RELEASE BY A MAJORITY VOTE OF THE
24 COMMISSION OR ORDER OF A COURT OF COMPETENT JURISDICTION.

25 (F) (1) THE COMMISSION SHALL PAY, OR PROVIDE FOR THE PAYMENT
26 OF, THE REASONABLE EXPENSES OF ITS ESTABLISHMENT, ORGANIZATION, AND
27 ONGOING ACTIVITIES.

28 (2) THE COMMISSION MAY ACCEPT ANY AND ALL APPROPRIATE
29 REVENUE SOURCES, DONATIONS, AND GRANTS OF MONEY, EQUIPMENT, SUPPLIES,
30 MATERIALS, AND SERVICES.

31 (3) THE COMMISSION MAY LEVY ON AND COLLECT AN ANNUAL
32 ASSESSMENT FROM EACH MEMBER STATE OR IMPOSE FEES ON OTHER PARTIES TO
33 COVER THE COST OF THE OPERATIONS AND ACTIVITIES OF THE COMMISSION AND
34 ITS STAFF, WHICH MUST BE IN A TOTAL AMOUNT SUFFICIENT TO COVER ITS ANNUAL
35 BUDGET AS APPROVED EACH YEAR FOR WHICH REVENUE IS NOT PROVIDED BY
36 OTHER SOURCES. THE AGGREGATE ANNUAL ASSESSMENT AMOUNT SHALL BE

1 ALLOCATED BASED UPON A FORMULA TO BE DETERMINED BY THE COMMISSION,
2 WHICH SHALL PROMULGATE A RULE BINDING UPON ALL MEMBER STATES.

3 (4) THE COMMISSION SHALL NOT INCUR OBLIGATIONS OF ANY KIND
4 PRIOR TO SECURING THE FUNDS ADEQUATE TO MEET THE SAME; NOR SHALL THE
5 COMMISSION PLEDGE THE CREDIT OF ANY OF THE MEMBER STATES, EXCEPT BY AND
6 WITH THE AUTHORITY OF THE MEMBER STATE.

7 (5) THE COMMISSION SHALL KEEP ACCURATE ACCOUNTS OF ALL
8 RECEIPTS AND DISBURSEMENTS. THE RECEIPTS AND DISBURSEMENTS OF THE
9 COMMISSION SHALL BE SUBJECT TO THE AUDIT AND ACCOUNTING PROCEDURES
10 ESTABLISHED UNDER ITS BYLAWS. HOWEVER, ALL RECEIPTS AND DISBURSEMENTS
11 OF FUNDS HANDLED BY THE COMMISSION SHALL BE AUDITED YEARLY BY A
12 CERTIFIED OR LICENSED PUBLIC ACCOUNTANT, AND THE REPORT OF THE AUDIT
13 SHALL BE INCLUDED IN AND BECOME PART OF THE ANNUAL REPORT OF THE
14 COMMISSION.

15 (G) (1) THE MEMBERS, OFFICERS, EXECUTIVE DIRECTOR, EMPLOYEES
16 AND REPRESENTATIVES OF THE COMMISSION SHALL BE IMMUNE FROM SUIT AND
17 LIABILITY, EITHER PERSONALLY OR IN THEIR OFFICIAL CAPACITY, FOR ANY CLAIM
18 FOR DAMAGE TO OR LOSS OF PROPERTY OR PERSONAL INJURY OR OTHER CIVIL
19 LIABILITY CAUSED BY OR ARISING OUT OF ANY ACTUAL OR ALLEGED ACT, ERROR OR
20 OMISSION THAT OCCURRED, OR THAT THE PERSON AGAINST WHOM THE CLAIM IS
21 MADE HAD A REASONABLE BASIS FOR BELIEVING OCCURRED WITHIN THE SCOPE OF
22 COMMISSION EMPLOYMENT, DUTIES OR RESPONSIBILITIES; PROVIDED THAT
23 NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO PROTECT ANY SUCH
24 PERSON FROM SUIT AND/OR LIABILITY FOR ANY DAMAGE, LOSS, INJURY, OR
25 LIABILITY CAUSED BY THE INTENTIONAL OR WILLFUL OR WANTON MISCONDUCT OF
26 THAT PERSON.

27 (2) THE COMMISSION SHALL DEFEND ANY MEMBER, OFFICER,
28 EXECUTIVE DIRECTOR, EMPLOYEE OR REPRESENTATIVE OF THE COMMISSION IN
29 ANY CIVIL ACTION SEEKING TO IMPOSE LIABILITY ARISING OUT OF ANY ACTUAL OR
30 ALLEGED ACT, ERROR, OR OMISSION THAT OCCURRED WITHIN THE SCOPE OF
31 COMMISSION EMPLOYMENT, DUTIES, OR RESPONSIBILITIES, OR THAT THE PERSON
32 AGAINST WHOM THE CLAIM IS MADE HAD A REASONABLE BASIS FOR BELIEVING
33 OCCURRED WITHIN THE SCOPE OF COMMISSION EMPLOYMENT, DUTIES, OR
34 RESPONSIBILITIES; PROVIDED THAT NOTHING HEREIN SHALL BE CONSTRUED TO
35 PROHIBIT THAT PERSON FROM RETAINING HIS OR HER OWN COUNSEL; AND
36 PROVIDED FURTHER, THAT THE ACTUAL OR ALLEGED ACT, ERROR, OR OMISSION
37 DID NOT RESULT FROM THAT PERSON'S INTENTIONAL OR WILLFUL OR WANTON
38 MISCONDUCT.

1 **(3) THE COMMISSION SHALL INDEMNIFY AND HOLD HARMLESS ANY**
2 **MEMBER, OFFICER, EXECUTIVE DIRECTOR, EMPLOYEE, OR REPRESENTATIVE OF**
3 **THE COMMISSION FOR THE AMOUNT OF ANY SETTLEMENT OR JUDGMENT OBTAINED**
4 **AGAINST THAT PERSON ARISING OUT OF ANY ACTUAL OR ALLEGED ACT, ERROR OR**
5 **OMISSION THAT OCCURRED WITHIN THE SCOPE OF COMMISSION EMPLOYMENT,**
6 **DUTIES, OR RESPONSIBILITIES, OR THAT SUCH PERSON HAD A REASONABLE BASIS**
7 **FOR BELIEVING OCCURRED WITHIN THE SCOPE OF COMMISSION EMPLOYMENT,**
8 **DUTIES, OR RESPONSIBILITIES, PROVIDED THAT THE ACTUAL OR ALLEGED ACT,**
9 **ERROR, OR OMISSION DID NOT RESULT FROM THE INTENTIONAL OR WILLFUL OR**
10 **WANTON MISCONDUCT OF THAT PERSON.**

11 **SECTION 8. DATA SYSTEM**

12 **(A) THE COMMISSION SHALL PROVIDE FOR THE DEVELOPMENT,**
13 **MAINTENANCE, AND UTILIZATION OF A COORDINATED DATABASE AND REPORTING**
14 **SYSTEM CONTAINING LICENSURE, ADVERSE ACTION, AND INVESTIGATIVE**
15 **INFORMATION ON ALL LICENSED INDIVIDUALS IN MEMBER STATES.**

16 **(B) NOTWITHSTANDING ANY OTHER PROVISION OF STATE LAW TO THE**
17 **CONTRARY, A MEMBER STATE SHALL SUBMIT A UNIFORM DATA SET TO THE DATA**
18 **SYSTEM ON ALL INDIVIDUALS TO WHOM THIS COMPACT IS APPLICABLE AS**
19 **REQUIRED BY THE RULES OF THE COMMISSION, INCLUDING:**

20 **(1) IDENTIFYING INFORMATION;**

21 **(2) LICENSURE DATA;**

22 **(3) ADVERSE ACTIONS AGAINST A LICENSE OR COMPACT PRIVILEGE;**

23 **(4) NONCONFIDENTIAL INFORMATION RELATED TO ALTERNATIVE**
24 **PROGRAM PARTICIPATION;**

25 **(5) ANY DENIAL OF APPLICATION FOR LICENSURE, AND THE**
26 **REASON(S) FOR SUCH DENIAL; AND**

27 **(6) OTHER INFORMATION THAT MAY FACILITATE THE**
28 **ADMINISTRATION OF THIS COMPACT, AS DETERMINED BY THE RULES OF THE**
29 **COMMISSION.**

30 **(C) INVESTIGATIVE INFORMATION PERTAINING TO A LICENSEE IN ANY**
31 **MEMBER STATE WILL ONLY BE AVAILABLE TO OTHER PARTY STATES.**

32 **(D) THE COMMISSION SHALL PROMPTLY NOTIFY ALL MEMBER STATES OF**
33 **ANY ADVERSE ACTION TAKEN AGAINST A LICENSEE OR AN INDIVIDUAL APPLYING**

1 FOR A LICENSE. ADVERSE ACTION INFORMATION PERTAINING TO A LICENSEE IN
2 ANY MEMBER STATE WILL BE AVAILABLE TO ANY OTHER MEMBER STATE.

3 (E) MEMBER STATES CONTRIBUTING INFORMATION TO THE DATA SYSTEM
4 MAY DESIGNATE INFORMATION THAT MAY NOT BE SHARED WITH THE PUBLIC
5 WITHOUT THE EXPRESS PERMISSION OF THE CONTRIBUTING STATE.

6 (F) ANY INFORMATION SUBMITTED TO THE DATA SYSTEM THAT IS
7 SUBSEQUENTLY REQUIRED TO BE EXPUNGED BY THE LAWS OF THE MEMBER STATE
8 CONTRIBUTING THE INFORMATION SHALL BE REMOVED FROM THE DATA SYSTEM.

9 SECTION 9. RULEMAKING

10 (A) THE COMMISSION SHALL EXERCISE ITS RULEMAKING POWERS
11 PURSUANT TO THE CRITERIA SET FORTH IN THIS SECTION AND THE RULES ADOPTED
12 THEREUNDER. RULES AND AMENDMENTS SHALL BECOME BINDING AS OF THE DATE
13 SPECIFIED IN EACH RULE OR AMENDMENT.

14 (B) IF A MAJORITY OF THE LEGISLATURES OF THE MEMBER STATES
15 REJECTS A RULE, BY ENACTMENT OF A STATUTE OR RESOLUTION IN THE SAME
16 MANNER USED TO ADOPT THE COMPACT WITHIN 4 YEARS OF THE DATE OF
17 ADOPTION OF THE RULE, THEN SUCH RULE SHALL HAVE NO FURTHER FORCE AND
18 EFFECT IN ANY MEMBER STATE.

19 (C) RULES OR AMENDMENTS TO THE RULES SHALL BE ADOPTED AT A
20 REGULAR OR SPECIAL MEETING OF THE COMMISSION.

21 (D) PRIOR TO PROMULGATION AND ADOPTION OF A FINAL RULE OR RULES
22 BY THE COMMISSION, AND AT LEAST 30 DAYS IN ADVANCE OF THE MEETING AT
23 WHICH THE RULE WILL BE CONSIDERED AND VOTED UPON, THE COMMISSION SHALL
24 FILE A NOTICE OF PROPOSED RULEMAKING ON THE WEBSITE OF:

25 (I) THE COMMISSION OR OTHER PUBLICLY ACCESSIBLE PLATFORM;
26 AND

27 (II) EACH MEMBER STATE PHYSICAL THERAPY LICENSING BOARD OR
28 OTHER PUBLICLY ACCESSIBLE PLATFORM OR THE PUBLICATION IN WHICH EACH
29 STATE WOULD OTHERWISE PUBLISH PROPOSED RULES.

30 (E) THE NOTICE OF PROPOSED RULEMAKING SHALL INCLUDE:

31 (1) THE PROPOSED TIME, DATE, AND LOCATION OF THE MEETING IN
32 WHICH THE RULE WILL BE CONSIDERED AND VOTED UPON;

1 **(2) THE TEXT OF THE PROPOSED RULE OR AMENDMENT AND THE**
2 **REASON FOR THE PROPOSED RULE;**

3 **(3) A REQUEST FOR COMMENTS ON THE PROPOSED RULE FROM ANY**
4 **INTERESTED PERSON; AND**

5 **(4) THE MANNER IN WHICH INTERESTED PERSONS MAY SUBMIT**
6 **NOTICE TO THE COMMISSION OF THEIR INTENTION TO ATTEND THE PUBLIC**
7 **HEARING AND ANY WRITTEN COMMENTS.**

8 **(F) PRIOR TO ADOPTION OF A PROPOSED RULE, THE COMMISSION SHALL**
9 **ALLOW PERSONS TO SUBMIT WRITTEN DATA, FACTS, OPINIONS, AND ARGUMENTS,**
10 **WHICH SHALL BE MADE AVAILABLE TO THE PUBLIC.**

11 **(G) THE COMMISSION SHALL GRANT AN OPPORTUNITY FOR A PUBLIC**
12 **HEARING BEFORE IT ADOPTS A RULE OR AMENDMENT IF A HEARING IS REQUESTED**
13 **BY:**

14 **(1) AT LEAST 25 PERSONS;**

15 **(2) A STATE OR FEDERAL GOVERNMENTAL SUBDIVISION OR AGENCY;**
16 **OR**

17 **(3) AN ASSOCIATION HAVING AT LEAST 25 MEMBERS.**

18 **(H) IF A HEARING IS HELD ON THE PROPOSED RULE OR AMENDMENT, THE**
19 **COMMISSION SHALL PUBLISH THE PLACE, TIME, AND DATE OF THE SCHEDULED**
20 **PUBLIC HEARING. IF THE HEARING IS HELD VIA ELECTRONIC MEANS, THE**
21 **COMMISSION SHALL PUBLISH THE MECHANISM FOR ACCESS TO THE ELECTRONIC**
22 **HEARING.**

23 **(1) ALL PERSONS WISHING TO BE HEARD AT THE HEARING SHALL**
24 **NOTIFY THE EXECUTIVE DIRECTOR OF THE COMMISSION OR OTHER DESIGNATED**
25 **MEMBER IN WRITING OF THEIR DESIRE TO APPEAR AND TESTIFY AT THE HEARING**
26 **NOT LESS THAN 5 BUSINESS DAYS BEFORE THE SCHEDULED DATE OF THE HEARING.**

27 **(2) HEARINGS SHALL BE CONDUCTED IN A MANNER PROVIDING EACH**
28 **PERSON WHO WISHES TO COMMENT A FAIR AND REASONABLE OPPORTUNITY TO**
29 **COMMENT ORALLY OR IN WRITING.**

30 **(3) ALL HEARINGS WILL BE RECORDED. A COPY OF THE RECORDING**
31 **WILL BE MADE AVAILABLE ON REQUEST.**

1 **(4) NOTHING IN THIS SECTION SHALL BE CONSTRUED AS REQUIRING**
2 **A SEPARATE HEARING ON EACH RULE. RULES MAY BE GROUPED FOR THE**
3 **CONVENIENCE OF THE COMMISSION AT HEARINGS REQUIRED BY THIS SECTION.**

4 **(I) FOLLOWING THE SCHEDULED HEARING DATE, OR BY THE CLOSE OF**
5 **BUSINESS ON THE SCHEDULED HEARING DATE IF THE HEARING WAS NOT HELD, THE**
6 **COMMISSION SHALL CONSIDER ALL WRITTEN AND ORAL COMMENTS RECEIVED.**

7 **(J) IF NO WRITTEN NOTICE OF INTENT TO ATTEND THE PUBLIC HEARING BY**
8 **INTERESTED PARTIES IS RECEIVED, THE COMMISSION MAY PROCEED WITH**
9 **PROMULGATION OF THE PROPOSED RULE WITHOUT A PUBLIC HEARING.**

10 **(K) THE COMMISSION SHALL, BY MAJORITY VOTE OF ALL MEMBERS, TAKE**
11 **FINAL ACTION ON THE PROPOSED RULE AND SHALL DETERMINE THE EFFECTIVE**
12 **DATE OF THE RULE, IF ANY, BASED ON THE RULEMAKING RECORD AND THE FULL**
13 **TEXT OF THE RULE.**

14 **(L) UPON DETERMINATION THAT AN EMERGENCY EXISTS, THE**
15 **COMMISSION MAY CONSIDER AND ADOPT AN EMERGENCY RULE WITHOUT PRIOR**
16 **NOTICE, OPPORTUNITY FOR COMMENT, OR HEARING, PROVIDED THAT THE USUAL**
17 **RULEMAKING PROCEDURES PROVIDED IN THE COMPACT AND IN THIS SECTION**
18 **SHALL BE RETROACTIVELY APPLIED TO THE RULE AS SOON AS REASONABLY**
19 **POSSIBLE, IN NO EVENT LATER THAN 90 DAYS AFTER THE EFFECTIVE DATE OF THE**
20 **RULE. FOR THE PURPOSES OF THIS PROVISION, AN EMERGENCY RULE IS ONE THAT**
21 **MUST BE ADOPTED IMMEDIATELY IN ORDER TO:**

22 **(1) MEET AN IMMINENT THREAT TO PUBLIC HEALTH, SAFETY, OR**
23 **WELFARE;**

24 **(2) PREVENT A LOSS OF COMMISSION OR MEMBER STATE FUNDS;**

25 **(3) MEET A DEADLINE FOR THE PROMULGATION OF AN**
26 **ADMINISTRATIVE RULE THAT IS ESTABLISHED BY FEDERAL LAW OR RULE; OR**

27 **(4) PROTECT PUBLIC HEALTH AND SAFETY.**

28 **(M) THE COMMISSION OR AN AUTHORIZED COMMITTEE OF THE**
29 **COMMISSION MAY DIRECT REVISIONS TO A PREVIOUSLY ADOPTED RULE OR**
30 **AMENDMENT FOR PURPOSES OF CORRECTING TYPOGRAPHICAL ERRORS, ERRORS IN**
31 **FORMAT, ERRORS IN CONSISTENCY, OR GRAMMATICAL ERRORS. PUBLIC NOTICE OF**
32 **ANY REVISIONS SHALL BE POSTED ON THE WEBSITE OF THE COMMISSION. THE**
33 **REVISION SHALL BE SUBJECT TO CHALLENGE BY ANY PERSON FOR A PERIOD OF 30**
34 **DAYS AFTER POSTING. THE REVISION MAY BE CHALLENGED ONLY ON GROUNDS**
35 **THAT THE REVISION RESULTS IN A MATERIAL CHANGE TO A RULE. A CHALLENGE**

1 SHALL BE MADE IN WRITING, AND DELIVERED TO THE CHAIR OF THE COMMISSION
2 PRIOR TO THE END OF THE NOTICE PERIOD. IF NO CHALLENGE IS MADE, THE
3 REVISION WILL TAKE EFFECT WITHOUT FURTHER ACTION. IF THE REVISION IS
4 CHALLENGED, THE REVISION MAY NOT TAKE EFFECT WITHOUT THE APPROVAL OF
5 THE COMMISSION.

6 **SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT**

7 (A) (1) THE EXECUTIVE, LEGISLATIVE, AND JUDICIAL BRANCHES OF
8 STATE GOVERNMENT IN EACH MEMBER STATE SHALL ENFORCE THIS COMPACT AND
9 TAKE ALL ACTIONS NECESSARY AND APPROPRIATE TO EFFECTUATE THE
10 COMPACT'S PURPOSES AND INTENT. THE PROVISIONS OF THIS COMPACT AND THE
11 RULES PROMULGATED HEREUNDER SHALL HAVE STANDING AS STATUTORY LAW.

12 (2) ALL COURTS SHALL TAKE JUDICIAL NOTICE OF THE COMPACT
13 AND THE RULES IN ANY JUDICIAL OR ADMINISTRATIVE PROCEEDING IN A MEMBER
14 STATE PERTAINING TO THE SUBJECT MATTER OF THIS COMPACT WHICH MAY
15 AFFECT THE POWERS, RESPONSIBILITIES OR ACTIONS OF THE COMMISSION.

16 (3) THE COMMISSION SHALL BE ENTITLED TO RECEIVE SERVICE OF
17 PROCESS IN ANY SUCH PROCEEDING, AND SHALL HAVE STANDING TO INTERVENE IN
18 SUCH A PROCEEDING FOR ALL PURPOSES. FAILURE TO PROVIDE SERVICE OF
19 PROCESS TO THE COMMISSION SHALL RENDER A JUDGMENT OR ORDER VOID AS TO
20 THE COMMISSION, THIS COMPACT, OR PROMULGATED RULES.

21 (B) (1) IF THE COMMISSION DETERMINES THAT A MEMBER STATE HAS
22 DEFAULTED IN THE PERFORMANCE OF ITS OBLIGATIONS OR RESPONSIBILITIES
23 UNDER THIS COMPACT OR THE PROMULGATED RULES, THE COMMISSION SHALL:

24 (I) PROVIDE WRITTEN NOTICE TO THE DEFAULTING STATE
25 AND OTHER MEMBER STATES OF THE NATURE OF THE DEFAULT, THE PROPOSED
26 MEANS OF CURING THE DEFAULT AND/OR ANY OTHER ACTION TO BE TAKEN BY THE
27 COMMISSION; AND

28 (II) PROVIDE REMEDIAL TRAINING AND SPECIFIC TECHNICAL
29 ASSISTANCE REGARDING THE DEFAULT.

30 (2) IF A STATE IN DEFAULT FAILS TO CURE THE DEFAULT, THE
31 DEFAULTING STATE MAY BE TERMINATED FROM THE COMPACT UPON AN
32 AFFIRMATIVE VOTE OF A MAJORITY OF THE MEMBER STATES, AND ALL RIGHTS,
33 PRIVILEGES AND BENEFITS CONFERRED BY THIS COMPACT MAY BE TERMINATED
34 ON THE EFFECTIVE DATE OF TERMINATION. A CURE OF THE DEFAULT DOES NOT
35 RELIEVE THE OFFENDING STATE OF OBLIGATIONS OR LIABILITIES INCURRED
36 DURING THE PERIOD OF DEFAULT.

1 **(3) TERMINATION OF MEMBERSHIP IN THE COMPACT SHALL BE**
2 **IMPOSED ONLY AFTER ALL OTHER MEANS OF SECURING COMPLIANCE HAVE BEEN**
3 **EXHAUSTED. NOTICE OF INTENT TO SUSPEND OR TERMINATE SHALL BE GIVEN BY**
4 **THE COMMISSION TO THE GOVERNOR, THE MAJORITY AND MINORITY LEADERS OF**
5 **THE DEFAULTING STATE’S LEGISLATURE, AND EACH OF THE MEMBER STATES.**

6 **(4) A STATE THAT HAS BEEN TERMINATED IS RESPONSIBLE FOR ALL**
7 **ASSESSMENTS, OBLIGATIONS, AND LIABILITIES INCURRED THROUGH THE**
8 **EFFECTIVE DATE OF TERMINATION, INCLUDING OBLIGATIONS THAT EXTEND**
9 **BEYOND THE EFFECTIVE DATE OF TERMINATION.**

10 **(5) THE COMMISSION SHALL NOT BEAR ANY COSTS RELATED TO A**
11 **STATE THAT IS FOUND TO BE IN DEFAULT OR THAT HAS BEEN TERMINATED FROM**
12 **THE COMPACT, UNLESS AGREED UPON IN WRITING BETWEEN THE COMMISSION AND**
13 **THE DEFAULTING STATE.**

14 **(6) THE DEFAULTING STATE MAY APPEAL THE ACTION OF THE**
15 **COMMISSION BY PETITIONING THE U.S. DISTRICT COURT FOR THE DISTRICT OF**
16 **COLUMBIA OR THE FEDERAL DISTRICT WHERE THE COMMISSION HAS ITS**
17 **PRINCIPAL OFFICES. THE PREVAILING MEMBER SHALL BE AWARDED ALL COSTS OF**
18 **SUCH LITIGATION, INCLUDING REASONABLE ATTORNEY’S FEES.**

19 **(C) (1) UPON REQUEST BY A MEMBER STATE, THE COMMISSION SHALL**
20 **ATTEMPT TO RESOLVE DISPUTES RELATED TO THE COMPACT THAT ARISE AMONG**
21 **MEMBER STATES AND BETWEEN MEMBER AND NONMEMBER STATES.**

22 **(2) THE COMMISSION SHALL PROMULGATE A RULE PROVIDING FOR**
23 **BOTH MEDIATION AND BINDING DISPUTE RESOLUTION FOR DISPUTES AS**
24 **APPROPRIATE.**

25 **(D) (1) THE COMMISSION, IN THE REASONABLE EXERCISE OF ITS**
26 **DISCRETION, SHALL ENFORCE THE PROVISIONS AND RULES OF THIS COMPACT.**

27 **(2) BY MAJORITY VOTE, THE COMMISSION MAY INITIATE LEGAL**
28 **ACTION IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA**
29 **OR THE FEDERAL DISTRICT WHERE THE COMMISSION HAS ITS PRINCIPAL OFFICES**
30 **AGAINST A MEMBER STATE IN DEFAULT TO ENFORCE COMPLIANCE WITH THE**
31 **PROVISIONS OF THE COMPACT AND ITS PROMULGATED RULES AND BYLAWS. THE**
32 **RELIEF SOUGHT MAY INCLUDE BOTH INJUNCTIVE RELIEF AND DAMAGES. IN THE**
33 **EVENT JUDICIAL ENFORCEMENT IS NECESSARY, THE PREVAILING MEMBER SHALL**
34 **BE AWARDED ALL COSTS OF SUCH LITIGATION, INCLUDING REASONABLE**
35 **ATTORNEY’S FEES.**

1 **(3) THE REMEDIES HEREIN SHALL NOT BE THE EXCLUSIVE REMEDIES**
2 **OF THE COMMISSION. THE COMMISSION MAY PURSUE ANY OTHER REMEDIES**
3 **AVAILABLE UNDER FEDERAL OR STATE LAW.**

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

7 **(A) THE COMPACT SHALL COME INTO EFFECT ON THE DATE ON WHICH THE**
8 **COMPACT STATUTE IS ENACTED INTO LAW IN THE TENTH MEMBER STATE. THE**
9 **PROVISIONS, WHICH BECOME EFFECTIVE AT THAT TIME, SHALL BE LIMITED TO THE**
10 **POWERS GRANTED TO THE COMMISSION RELATING TO ASSEMBLY AND THE**
11 **PROMULGATION OF RULES. THEREAFTER, THE COMMISSION SHALL MEET AND**
12 **EXERCISE RULEMAKING POWERS NECESSARY TO THE IMPLEMENTATION AND**
13 **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 RULES**
16 **AS THEY EXIST ON THE DATE ON WHICH THE COMPACT BECOMES LAW IN THAT**
17 **STATE. ANY RULE THAT HAS BEEN PREVIOUSLY ADOPTED BY THE COMMISSION**
18 **SHALL HAVE THE FULL FORCE AND EFFECT OF LAW ON THE DAY THE COMPACT**
19 **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 6 MONTHS AFTER ENACTMENT OF THE REPEALING STATUTE.**

24 **(2) WITHDRAWAL SHALL NOT AFFECT THE CONTINUING**
25 **REQUIREMENT OF THE WITHDRAWING STATE'S PHYSICAL THERAPY LICENSING**
26 **BOARD TO COMPLY WITH THE INVESTIGATIVE AND ADVERSE ACTION REPORTING**
27 **REQUIREMENTS OF THIS ACT PRIOR TO THE EFFECTIVE DATE OF WITHDRAWAL.**

28 **(D) NOTHING CONTAINED IN THIS COMPACT SHALL BE CONSTRUED TO**
29 **INVALIDATE OR PREVENT ANY PHYSICAL THERAPY LICENSURE AGREEMENT OR**
30 **OTHER COOPERATIVE ARRANGEMENT BETWEEN A MEMBER STATE AND A**
31 **NON-MEMBER STATE THAT DOES NOT CONFLICT WITH THE PROVISIONS OF THIS**
32 **COMPACT.**

33 **(E) THIS COMPACT MAY BE AMENDED BY THE MEMBER STATES. NO**
34 **AMENDMENT TO THIS COMPACT SHALL BECOME EFFECTIVE AND BINDING UPON**
35 **ANY MEMBER STATE UNTIL IT IS ENACTED INTO THE LAWS OF ALL MEMBER STATES.**

1 **SECTION 12. CONSTRUCTION AND SEVERABILITY**

2 **THIS COMPACT SHALL BE LIBERALLY CONSTRUED SO AS TO EFFECTUATE THE**
3 **PURPOSES THEREOF. THE PROVISIONS OF THIS COMPACT SHALL BE SEVERABLE**
4 **AND IF ANY PHRASE, CLAUSE, SENTENCE OR PROVISION OF THIS COMPACT IS**
5 **DECLARED TO BE CONTRARY TO THE CONSTITUTION OF ANY PARTY STATE OR OF**
6 **THE UNITED STATES OR THE APPLICABILITY THEREOF TO ANY GOVERNMENT,**
7 **AGENCY, PERSON OR CIRCUMSTANCE IS HELD INVALID, THE VALIDITY OF THE**
8 **REMAINDER OF THIS COMPACT AND THE APPLICABILITY THEREOF TO ANY**
9 **GOVERNMENT, AGENCY, PERSON OR CIRCUMSTANCE SHALL NOT BE AFFECTED**
10 **THEREBY. IF THIS COMPACT SHALL BE HELD CONTRARY TO THE CONSTITUTION OF**
11 **ANY PARTY STATE, THE COMPACT SHALL REMAIN IN FULL FORCE AND EFFECT AS**
12 **TO THE REMAINING PARTY STATES AND IN FULL FORCE AND EFFECT AS TO THE**
13 **PARTY STATE AFFECTED AS TO ALL SEVERABLE MATTERS.**

14 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
15 October 1, 2019.

Approved:

Governor.

President of the Senate.

Speaker of the House of Delegates.