

SENATE BILL 652

J2

(9lr2069)

ENROLLED BILL

— *Education, Health, and Environmental Affairs/Health
and Government Operations* —

Introduced by **Senator Young**

Read and Examined by Proofreaders:

Proofreader.

Proofreader.

Sealed with the Great Seal and presented to the Governor, for his approval this
_____ day of _____ at _____ o'clock, _____ M.

President.

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 *Board of Physical Therapy*
6 *Examiners to charge a certain fee*; requiring a physical therapist to meet certain
7 eligibility requirements to receive certain licensure and exercise a certain privilege;
8 authorizing a licensee who is active duty military or the spouse of an individual who
9 is active duty military to designate certain locations as the home state; establishing
10 certain authority of home states and remote states with regard to certain adverse
11 actions; establishing the Physical Therapy Compact Commission and its duties;
12 providing for the election of an Executive Board of the Commission and establishing
13 its duties; providing for the financing of the Commission; requiring the Commission
14 to provide for the development, maintenance, and utilization of a coordinated

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.

Italics indicate opposite chamber/conference committee amendments.



1 database and reporting system; requiring member states to submit certain
2 information to the data system; authorizing the Commission to adopt certain rules
3 and amendments in a certain manner; providing for certain oversight, dispute
4 resolution, and enforcement of the Compact; establishing certain requirements for
5 withdrawal by member states from the Compact; providing for the dissolution of the
6 Compact under certain circumstances; providing for the application of the Compact;
7 providing for the binding effect of the Compact; establishing procedures for
8 amending the Compact; making the provisions of the Compact severable; defining
9 certain terms; and generally relating to the Interstate Physical Therapy Licensure
10 Compact.

11 BY adding to
12 Article – Health Occupations
13 Section 13–3A–01 to be under the new subtitle “Subtitle 3A. Interstate Physical
14 Therapy Licensure Compact”
15 Annotated Code of Maryland
16 (2014 Replacement Volume and 2018 Supplement)

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

19 **Article – Health Occupations**

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

21 **13–3A–01.**

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

25 **SECTION 1. PURPOSE**

26 **THE PURPOSE OF THIS COMPACT IS TO FACILITATE INTERSTATE PRACTICE**
27 **OF PHYSICAL THERAPY WITH THE GOAL OF IMPROVING PUBLIC ACCESS TO**
28 **PHYSICAL THERAPY SERVICES. THE PRACTICE OF PHYSICAL THERAPY OCCURS IN**
29 **THE STATE WHERE THE PATIENT/CLIENT IS LOCATED AT THE TIME OF THE**
30 **PATIENT/CLIENT ENCOUNTER. THE COMPACT PRESERVES THE REGULATORY**
31 **AUTHORITY OF STATES TO PROTECT PUBLIC HEALTH AND SAFETY THROUGH THE**
32 **CURRENT SYSTEM OF STATE LICENSURE. THIS COMPACT IS DESIGNED TO ACHIEVE**
33 **THE FOLLOWING OBJECTIVES:**

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

1 **(2) ENHANCE THE STATES' ABILITY TO PROTECT THE PUBLIC'S**
2 **HEALTH AND SAFETY;**

3 **(3) ENCOURAGE THE COOPERATION OF MEMBER STATES IN**
4 **REGULATING MULTI-STATE PHYSICAL THERAPY PRACTICE;**

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

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

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

11 **SECTION 2. DEFINITIONS**

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

14 **(1) "ACTIVE DUTY MILITARY" MEANS FULL-TIME DUTY STATUS IN**
15 **THE ACTIVE UNIFORMED SERVICE OF THE UNITED STATES, INCLUDING MEMBERS**
16 **OF THE NATIONAL GUARD AND RESERVE ON ACTIVE DUTY ORDERS PURSUANT TO**
17 **10 U.S.C. SECTION 1209 AND 1211.**

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

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

25 **(4) "COMPACT PRIVILEGE" MEANS THE AUTHORIZATION GRANTED**
26 **BY A REMOTE STATE TO ALLOW A LICENSEE FROM ANOTHER MEMBER STATE TO**
27 **PRACTICE AS A PHYSICAL THERAPIST OR WORK AS A PHYSICAL THERAPIST**
28 **ASSISTANT IN THE REMOTE STATE UNDER ITS LAWS AND RULES. THE PRACTICE OF**
29 **PHYSICAL THERAPY OCCURS IN THE MEMBER STATE WHERE THE PATIENT/CLIENT**
30 **IS LOCATED AT THE TIME OF THE PATIENT/CLIENT ENCOUNTER.**

31 **(5) "CONTINUING COMPETENCE" MEANS A REQUIREMENT, AS A**
32 **CONDITION OF LICENSE RENEWAL, TO PROVIDE EVIDENCE OF PARTICIPATION IN,**

1 AND/OR COMPLETION OF, EDUCATIONAL AND PROFESSIONAL ACTIVITIES RELEVANT
2 TO PRACTICE OR AREA OF WORK.

3 (6) "DATA SYSTEM" MEANS A REPOSITORY OF INFORMATION ABOUT
4 LICENSEES, INCLUDING EXAMINATION, LICENSURE, INVESTIGATIVE, COMPACT
5 PRIVILEGE, AND ADVERSE ACTION.

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

8 (8) "EXECUTIVE BOARD" MEANS A GROUP OF DIRECTORS ELECTED
9 OR APPOINTED TO ACT ON BEHALF OF, AND WITHIN THE POWERS GRANTED TO THEM
10 BY, THE COMMISSION.

11 (9) "HOME STATE" MEANS THE MEMBER STATE THAT IS THE
12 LICENSEE'S PRIMARY STATE OF RESIDENCE.

13 (10) "INVESTIGATIVE INFORMATION" MEANS INFORMATION,
14 RECORDS, AND DOCUMENTS RECEIVED OR GENERATED BY A PHYSICAL THERAPY
15 LICENSING BOARD PURSUANT TO AN INVESTIGATION.

16 (11) "JURISPRUDENCE REQUIREMENT" MEANS THE ASSESSMENT OF
17 AN INDIVIDUAL'S KNOWLEDGE OF THE LAWS AND RULES GOVERNING THE PRACTICE
18 OF PHYSICAL THERAPY IN A STATE.

19 (12) "LICENSEE" MEANS AN INDIVIDUAL WHO CURRENTLY HOLDS AN
20 AUTHORIZATION FROM THE STATE TO PRACTICE AS A PHYSICAL THERAPIST OR TO
21 WORK AS A PHYSICAL THERAPIST ASSISTANT.

22 (13) "MEMBER STATE" MEANS A STATE THAT HAS ENACTED THE
23 COMPACT.

24 (14) "PARTY STATE" MEANS ANY MEMBER STATE IN WHICH A
25 LICENSEE HOLDS A CURRENT LICENSE OR COMPACT PRIVILEGE OR IS APPLYING
26 FOR A LICENSE OR COMPACT PRIVILEGE.

27 (15) "PHYSICAL THERAPIST" MEANS AN INDIVIDUAL WHO IS LICENSED
28 BY A STATE TO PRACTICE PHYSICAL THERAPY.

29 (16) "PHYSICAL THERAPIST ASSISTANT" MEANS AN INDIVIDUAL WHO
30 IS LICENSED/CERTIFIED BY A STATE AND WHO ASSISTS THE PHYSICAL THERAPIST IN
31 SELECTED COMPONENTS OF PHYSICAL THERAPY.

1 **(17) “PHYSICAL THERAPY,” “PHYSICAL THERAPY PRACTICE,” AND**
2 **“THE PRACTICE OF PHYSICAL THERAPY” MEAN THE CARE AND SERVICES PROVIDED**
3 **BY OR UNDER THE DIRECTION AND SUPERVISION OF A LICENSED PHYSICAL**
4 **THERAPIST.**

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

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

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

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

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

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

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

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

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

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

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

1 (5) COMPLY WITH THE RULES OF THE COMMISSION;

2 (6) UTILIZE A RECOGNIZED NATIONAL EXAMINATION AS A
3 REQUIREMENT FOR LICENSURE PURSUANT TO THE RULES OF THE COMMISSION;
4 AND

5 (7) HAVE CONTINUING COMPETENCE REQUIREMENTS AS A
6 CONDITION FOR LICENSE RENEWAL.

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

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

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

17 (2) ~~MARYLAND~~ THE BOARD SHALL CHARGE A FEE FOR GRANTING A
18 COMPACT PRIVILEGE.

19 SECTION 4. COMPACT PRIVILEGE

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

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

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

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

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

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

1 **(6) PAY ANY APPLICABLE FEES, INCLUDING ANY STATE FEE, FOR THE**
2 **COMPACT PRIVILEGE;**

3 **(7) MEET ANY JURISPRUDENCE REQUIREMENTS ESTABLISHED BY**
4 **THE REMOTE STATE(S) IN WHICH THE LICENSEE IS SEEKING A COMPACT PRIVILEGE;**
5 **AND**

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

9 **(B) THE COMPACT PRIVILEGE IS VALID UNTIL THE EXPIRATION DATE OF**
10 **THE HOME LICENSE. THE LICENSEE MUST COMPLY WITH THE REQUIREMENTS OF**
11 **SUBSECTION (A) OF THIS SECTION TO MAINTAIN THE COMPACT PRIVILEGE IN THE**
12 **REMOTE STATE.**

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

16 **(D) A LICENSEE PROVIDING PHYSICAL THERAPY IN A REMOTE STATE IS**
17 **SUBJECT TO THAT STATE'S REGULATORY AUTHORITY. A REMOTE STATE MAY, IN**
18 **ACCORDANCE WITH DUE PROCESS AND THAT STATE'S LAWS, REMOVE A LICENSEE'S**
19 **COMPACT PRIVILEGE IN THE REMOTE STATE FOR A SPECIFIC PERIOD OF TIME,**
20 **IMPOSE FINES, AND/OR TAKE ANY OTHER NECESSARY ACTIONS TO PROTECT THE**
21 **HEALTH AND SAFETY OF ITS CITIZENS. THE LICENSEE IS NOT ELIGIBLE FOR A**
22 **COMPACT PRIVILEGE IN ANY STATE UNTIL THE SPECIFIC TIME FOR REMOVAL HAS**
23 **PASSED AND ALL FINES ARE PAID.**

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

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

27 **(2) TWO YEARS HAVE ELAPSED FROM THE DATE OF THE ADVERSE**
28 **ACTION.**

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

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

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

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

4 **(3) TWO YEARS HAVE ELAPSED FROM THE DATE OF THE ADVERSE**
5 **ACTION.**

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

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

10 **A LICENSEE WHO IS ACTIVE DUTY MILITARY OR IS THE SPOUSE OF AN**
11 **INDIVIDUAL WHO IS ACTIVE DUTY MILITARY MAY DESIGNATE ONE OF THE**
12 **FOLLOWING AS THE HOME STATE:**

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

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

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

17 **SECTION 6. ADVERSE ACTIONS**

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

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

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

1 (D) ANY MEMBER STATE MAY INVESTIGATE ACTUAL OR ALLEGED
2 VIOLATIONS OF THE STATUTES AND RULES AUTHORIZING THE PRACTICE OF
3 PHYSICAL THERAPY IN ANY OTHER MEMBER STATE IN WHICH A PHYSICAL
4 THERAPIST OR PHYSICAL THERAPIST ASSISTANT HOLDS A LICENSE OR COMPACT
5 PRIVILEGE.

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

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

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

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

23 (F) (1) IN ADDITION TO THE AUTHORITY GRANTED TO A MEMBER STATE
24 BY ITS RESPECTIVE PHYSICAL THERAPY PRACTICE ACT OR OTHER APPLICABLE
25 STATE LAW, A MEMBER STATE MAY PARTICIPATE WITH OTHER MEMBER STATES IN
26 JOINT INVESTIGATIONS OF LICENSEES.

27 (2) MEMBER STATES SHALL SHARE ANY INVESTIGATIVE, LITIGATION,
28 OR COMPLIANCE MATERIALS IN FURTHERANCE OF ANY JOINT OR INDIVIDUAL
29 INVESTIGATION INITIATED UNDER THE COMPACT.

30 SECTION 7. ESTABLISHMENT OF THE PHYSICAL THERAPY COMPACT 31 COMMISSION

32 (A) THE COMPACT MEMBER STATES HEREBY CREATE AND ESTABLISH A
33 JOINT PUBLIC AGENCY KNOWN AS THE PHYSICAL THERAPY COMPACT
34 COMMISSION.

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

3 **(2) VENUE IS PROPER AND JUDICIAL PROCEEDINGS BY OR AGAINST**
4 **THE COMMISSION SHALL BE BROUGHT SOLELY AND EXCLUSIVELY IN A COURT OF**
5 **COMPETENT JURISDICTION WHERE THE PRINCIPAL OFFICE OF THE COMMISSION IS**
6 **LOCATED. THE COMMISSION MAY WAIVE VENUE AND JURISDICTIONAL DEFENSES**
7 **TO THE EXTENT IT ADOPTS OR CONSENTS TO PARTICIPATE IN ALTERNATIVE**
8 **DISPUTE RESOLUTION PROCEEDINGS.**

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

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

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

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

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

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

25 **(6) A DELEGATE SHALL VOTE IN PERSON OR BY SUCH OTHER MEANS**
26 **AS PROVIDED IN THE BYLAWS. THE BYLAWS MAY PROVIDE FOR DELEGATES'**
27 **PARTICIPATION IN MEETINGS BY TELEPHONE OR OTHER MEANS OF**
28 **COMMUNICATION.**

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

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

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

1 **(2) ESTABLISH BYLAWS;**

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

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

6 **(5) PROMULGATE UNIFORM RULES TO FACILITATE AND COORDINATE**
7 **IMPLEMENTATION AND ADMINISTRATION OF THIS COMPACT. THE RULES SHALL**
8 **HAVE THE FORCE AND EFFECT OF LAW AND SHALL BE BINDING IN ALL MEMBER**
9 **STATES;**

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

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

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

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

23 **(10) ACCEPT ANY AND ALL APPROPRIATE DONATIONS AND GRANTS OF**
24 **MONEY, EQUIPMENT, SUPPLIES, MATERIALS AND SERVICES, AND TO RECEIVE,**
25 **UTILIZE AND DISPOSE OF THE SAME; PROVIDED THAT AT ALL TIMES THE**
26 **COMMISSION SHALL AVOID ANY APPEARANCE OF IMPROPRIETY AND/OR CONFLICT**
27 **OF INTEREST;**

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

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

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

2 **(14) BORROW MONEY;**

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

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

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

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

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

15 **(1) THE EXECUTIVE BOARD SHALL BE COMPOSED OF NINE**
16 **MEMBERS:**

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

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

21 **(III) ONE EX-OFFICIO, NONVOTING MEMBER FROM THE**
22 **RECOGNIZED MEMBERSHIP ORGANIZATION OF THE PHYSICAL THERAPY LICENSING**
23 **BOARDS.**

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

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

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

1 **(5) THE EXECUTIVE BOARD SHALL HAVE THE FOLLOWING DUTIES**
2 **AND RESPONSIBILITIES:**

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

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

9 **(III) PREPARE AND RECOMMEND THE BUDGET;**

10 **(IV) MAINTAIN FINANCIAL RECORDS ON BEHALF OF THE**
11 **COMMISSION;**

12 **(V) MONITOR COMPACT COMPLIANCE OF MEMBER STATES AND**
13 **PROVIDE COMPLIANCE REPORTS TO THE COMMISSION;**

14 **(VI) ESTABLISH ADDITIONAL COMMITTEES AS NECESSARY; AND**

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

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

19 **(2) THE COMMISSION, THE EXECUTIVE BOARD, OR OTHER**
20 **COMMITTEES OF THE COMMISSION MAY CONVENE IN A CLOSED, NON-PUBLIC**
21 **MEETING IF THE COMMISSION, EXECUTIVE BOARD, OR OTHER COMMITTEES OF THE**
22 **COMMISSION MUST DISCUSS:**

23 **(I) NONCOMPLIANCE OF A MEMBER STATE WITH ITS**
24 **OBLIGATIONS UNDER THE COMPACT;**

25 **(II) THE EMPLOYMENT, COMPENSATION, DISCIPLINE OR OTHER**
26 **MATTERS, PRACTICES, OR PROCEDURES RELATED TO SPECIFIC EMPLOYEES OR**
27 **OTHER MATTERS RELATED TO THE COMMISSION'S INTERNAL PERSONNEL**
28 **PRACTICES AND PROCEDURES;**

29 **(III) CURRENT, THREATENED, OR REASONABLY ANTICIPATED**
30 **LITIGATION;**

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

3 (V) ACCUSING ANY PERSON OF A CRIME OR FORMALLY
4 CENSURING ANY PERSON;

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

7 (VII) DISCLOSURE OF INFORMATION OF A PERSONAL NATURE
8 WHERE DISCLOSURE WOULD CONSTITUTE A CLEARLY UNWARRANTED INVASION OF
9 PERSONAL PRIVACY;

10 (VIII) DISCLOSURE OF INVESTIGATIVE RECORDS COMPILED FOR
11 LAW ENFORCEMENT PURPOSES;

12 (IX) DISCLOSURE OF INFORMATION RELATED TO ANY
13 INVESTIGATIVE REPORTS PREPARED BY, ON BEHALF OF, OR FOR USE OF THE
14 COMMISSION OR OTHER COMMITTEE CHARGED WITH RESPONSIBILITY OF
15 INVESTIGATION OR DETERMINATION OF COMPLIANCE ISSUES PURSUANT TO THE
16 COMPACT; OR

17 (X) MATTERS SPECIFICALLY EXEMPTED FROM DISCLOSURE BY
18 FEDERAL OR MEMBER STATE STATUTE.

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

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

31 (F) (1) THE COMMISSION SHALL PAY, OR PROVIDE FOR THE PAYMENT
32 OF, THE REASONABLE EXPENSES OF ITS ESTABLISHMENT, ORGANIZATION, AND
33 ONGOING ACTIVITIES.

1 **(2) THE COMMISSION MAY ACCEPT ANY AND ALL APPROPRIATE**
2 **REVENUE SOURCES, DONATIONS, AND GRANTS OF MONEY, EQUIPMENT, SUPPLIES,**
3 **MATERIALS, AND SERVICES.**

4 **(3) THE COMMISSION MAY LEVY ON AND COLLECT AN ANNUAL**
5 **ASSESSMENT FROM EACH MEMBER STATE OR IMPOSE FEES ON OTHER PARTIES TO**
6 **COVER THE COST OF THE OPERATIONS AND ACTIVITIES OF THE COMMISSION AND**
7 **ITS STAFF, WHICH MUST BE IN A TOTAL AMOUNT SUFFICIENT TO COVER ITS ANNUAL**
8 **BUDGET AS APPROVED EACH YEAR FOR WHICH REVENUE IS NOT PROVIDED BY**
9 **OTHER SOURCES. THE AGGREGATE ANNUAL ASSESSMENT AMOUNT SHALL BE**
10 **ALLOCATED BASED UPON A FORMULA TO BE DETERMINED BY THE COMMISSION,**
11 **WHICH SHALL PROMULGATE A RULE BINDING UPON ALL MEMBER STATES.**

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

16 **(5) THE COMMISSION SHALL KEEP ACCURATE ACCOUNTS OF ALL**
17 **RECEIPTS AND DISBURSEMENTS. THE RECEIPTS AND DISBURSEMENTS OF THE**
18 **COMMISSION SHALL BE SUBJECT TO THE AUDIT AND ACCOUNTING PROCEDURES**
19 **ESTABLISHED UNDER ITS BYLAWS. HOWEVER, ALL RECEIPTS AND DISBURSEMENTS**
20 **OF FUNDS HANDLED BY THE COMMISSION SHALL BE AUDITED YEARLY BY A**
21 **CERTIFIED OR LICENSED PUBLIC ACCOUNTANT, AND THE REPORT OF THE AUDIT**
22 **SHALL BE INCLUDED IN AND BECOME PART OF THE ANNUAL REPORT OF THE**
23 **COMMISSION.**

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

36 **(2) THE COMMISSION SHALL DEFEND ANY MEMBER, OFFICER,**
37 **EXECUTIVE DIRECTOR, EMPLOYEE OR REPRESENTATIVE OF THE COMMISSION IN**
38 **ANY CIVIL ACTION SEEKING TO IMPOSE LIABILITY ARISING OUT OF ANY ACTUAL OR**

1 ALLEGED ACT, ERROR, OR OMISSION THAT OCCURRED WITHIN THE SCOPE OF
2 COMMISSION EMPLOYMENT, DUTIES, OR RESPONSIBILITIES, OR THAT THE PERSON
3 AGAINST WHOM THE CLAIM IS MADE HAD A REASONABLE BASIS FOR BELIEVING
4 OCCURRED WITHIN THE SCOPE OF COMMISSION EMPLOYMENT, DUTIES, OR
5 RESPONSIBILITIES; PROVIDED THAT NOTHING HEREIN SHALL BE CONSTRUED TO
6 PROHIBIT THAT PERSON FROM RETAINING HIS OR HER OWN COUNSEL; AND
7 PROVIDED FURTHER, THAT THE ACTUAL OR ALLEGED ACT, ERROR, OR OMISSION
8 DID NOT RESULT FROM THAT PERSON'S INTENTIONAL OR WILLFUL OR WANTON
9 MISCONDUCT.

10 (3) THE COMMISSION SHALL INDEMNIFY AND HOLD HARMLESS ANY
11 MEMBER, OFFICER, EXECUTIVE DIRECTOR, EMPLOYEE, OR REPRESENTATIVE OF
12 THE COMMISSION FOR THE AMOUNT OF ANY SETTLEMENT OR JUDGMENT OBTAINED
13 AGAINST THAT PERSON ARISING OUT OF ANY ACTUAL OR ALLEGED ACT, ERROR OR
14 OMISSION THAT OCCURRED WITHIN THE SCOPE OF COMMISSION EMPLOYMENT,
15 DUTIES, OR RESPONSIBILITIES, OR THAT SUCH PERSON HAD A REASONABLE BASIS
16 FOR BELIEVING OCCURRED WITHIN THE SCOPE OF COMMISSION EMPLOYMENT,
17 DUTIES, OR RESPONSIBILITIES, PROVIDED THAT THE ACTUAL OR ALLEGED ACT,
18 ERROR, OR OMISSION DID NOT RESULT FROM THE INTENTIONAL OR WILLFUL OR
19 WANTON MISCONDUCT OF THAT PERSON.

20 SECTION 8. DATA SYSTEM

21 (A) THE COMMISSION SHALL PROVIDE FOR THE DEVELOPMENT,
22 MAINTENANCE, AND UTILIZATION OF A COORDINATED DATABASE AND REPORTING
23 SYSTEM CONTAINING LICENSURE, ADVERSE ACTION, AND INVESTIGATIVE
24 INFORMATION ON ALL LICENSED INDIVIDUALS IN MEMBER STATES.

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

29 (1) IDENTIFYING INFORMATION;

30 (2) LICENSURE DATA;

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

32 (4) NONCONFIDENTIAL INFORMATION RELATED TO ALTERNATIVE
33 PROGRAM PARTICIPATION;

34 (5) ANY DENIAL OF APPLICATION FOR LICENSURE, AND THE
35 REASON(S) FOR SUCH DENIAL; AND

1 **(6) OTHER INFORMATION THAT MAY FACILITATE THE**
2 **ADMINISTRATION OF THIS COMPACT, AS DETERMINED BY THE RULES OF THE**
3 **COMMISSION.**

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

6 **(D) THE COMMISSION SHALL PROMPTLY NOTIFY ALL MEMBER STATES OF**
7 **ANY ADVERSE ACTION TAKEN AGAINST A LICENSEE OR AN INDIVIDUAL APPLYING**
8 **FOR A LICENSE. ADVERSE ACTION INFORMATION PERTAINING TO A LICENSEE IN**
9 **ANY MEMBER STATE WILL BE AVAILABLE TO ANY OTHER MEMBER STATE.**

10 **(E) MEMBER STATES CONTRIBUTING INFORMATION TO THE DATA SYSTEM**
11 **MAY DESIGNATE INFORMATION THAT MAY NOT BE SHARED WITH THE PUBLIC**
12 **WITHOUT THE EXPRESS PERMISSION OF THE CONTRIBUTING STATE.**

13 **(F) ANY INFORMATION SUBMITTED TO THE DATA SYSTEM THAT IS**
14 **SUBSEQUENTLY REQUIRED TO BE EXPUNGED BY THE LAWS OF THE MEMBER STATE**
15 **CONTRIBUTING THE INFORMATION SHALL BE REMOVED FROM THE DATA SYSTEM.**

16 **SECTION 9. RULEMAKING**

17 **(A) THE COMMISSION SHALL EXERCISE ITS RULEMAKING POWERS**
18 **PURSUANT TO THE CRITERIA SET FORTH IN THIS SECTION AND THE RULES ADOPTED**
19 **THEREUNDER. RULES AND AMENDMENTS SHALL BECOME BINDING AS OF THE DATE**
20 **SPECIFIED IN EACH RULE OR AMENDMENT.**

21 **(B) IF A MAJORITY OF THE LEGISLATURES OF THE MEMBER STATES**
22 **REJECTS A RULE, BY ENACTMENT OF A STATUTE OR RESOLUTION IN THE SAME**
23 **MANNER USED TO ADOPT THE COMPACT WITHIN 4 YEARS OF THE DATE OF**
24 **ADOPTION OF THE RULE, THEN SUCH RULE SHALL HAVE NO FURTHER FORCE AND**
25 **EFFECT IN ANY MEMBER STATE.**

26 **(C) RULES OR AMENDMENTS TO THE RULES SHALL BE ADOPTED AT A**
27 **REGULAR OR SPECIAL MEETING OF THE COMMISSION.**

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

32 **(I) THE COMMISSION OR OTHER PUBLICLY ACCESSIBLE PLATFORM;**
33 **AND**

1 **(II) EACH MEMBER STATE PHYSICAL THERAPY LICENSING BOARD OR**
2 **OTHER PUBLICLY ACCESSIBLE PLATFORM OR THE PUBLICATION IN WHICH EACH**
3 **STATE WOULD OTHERWISE PUBLISH PROPOSED RULES.**

4 **(E) THE NOTICE OF PROPOSED RULEMAKING SHALL INCLUDE:**

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

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

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

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

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

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

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

21 **(2) A STATE OR FEDERAL GOVERNMENTAL SUBDIVISION OR AGENCY;**
22 **OR**

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

24 **(H) IF A HEARING IS HELD ON THE PROPOSED RULE OR AMENDMENT, THE**
25 **COMMISSION SHALL PUBLISH THE PLACE, TIME, AND DATE OF THE SCHEDULED**
26 **PUBLIC HEARING. IF THE HEARING IS HELD VIA ELECTRONIC MEANS, THE**
27 **COMMISSION SHALL PUBLISH THE MECHANISM FOR ACCESS TO THE ELECTRONIC**
28 **HEARING.**

29 **(1) ALL PERSONS WISHING TO BE HEARD AT THE HEARING SHALL**
30 **NOTIFY THE EXECUTIVE DIRECTOR OF THE COMMISSION OR OTHER DESIGNATED**

1 MEMBER IN WRITING OF THEIR DESIRE TO APPEAR AND TESTIFY AT THE HEARING
2 NOT LESS THAN 5 BUSINESS DAYS BEFORE THE SCHEDULED DATE OF THE HEARING.

3 (2) HEARINGS SHALL BE CONDUCTED IN A MANNER PROVIDING EACH
4 PERSON WHO WISHES TO COMMENT A FAIR AND REASONABLE OPPORTUNITY TO
5 COMMENT ORALLY OR IN WRITING.

6 (3) ALL HEARINGS WILL BE RECORDED. A COPY OF THE RECORDING
7 WILL BE MADE AVAILABLE ON REQUEST.

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

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

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

17 (K) THE COMMISSION SHALL, BY MAJORITY VOTE OF ALL MEMBERS, TAKE
18 FINAL ACTION ON THE PROPOSED RULE AND SHALL DETERMINE THE EFFECTIVE
19 DATE OF THE RULE, IF ANY, BASED ON THE RULEMAKING RECORD AND THE FULL
20 TEXT OF THE RULE.

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

29 (1) MEET AN IMMINENT THREAT TO PUBLIC HEALTH, SAFETY, OR
30 WELFARE;

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

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

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

2 **(M) THE COMMISSION OR AN AUTHORIZED COMMITTEE OF THE**
3 **COMMISSION MAY DIRECT REVISIONS TO A PREVIOUSLY ADOPTED RULE OR**
4 **AMENDMENT FOR PURPOSES OF CORRECTING TYPOGRAPHICAL ERRORS, ERRORS IN**
5 **FORMAT, ERRORS IN CONSISTENCY, OR GRAMMATICAL ERRORS. PUBLIC NOTICE OF**
6 **ANY REVISIONS SHALL BE POSTED ON THE WEBSITE OF THE COMMISSION. THE**
7 **REVISION SHALL BE SUBJECT TO CHALLENGE BY ANY PERSON FOR A PERIOD OF 30**
8 **DAYS AFTER POSTING. THE REVISION MAY BE CHALLENGED ONLY ON GROUNDS**
9 **THAT THE REVISION RESULTS IN A MATERIAL CHANGE TO A RULE. A CHALLENGE**
10 **SHALL BE MADE IN WRITING, AND DELIVERED TO THE CHAIR OF THE COMMISSION**
11 **PRIOR TO THE END OF THE NOTICE PERIOD. IF NO CHALLENGE IS MADE, THE**
12 **REVISION WILL TAKE EFFECT WITHOUT FURTHER ACTION. IF THE REVISION IS**
13 **CHALLENGED, THE REVISION MAY NOT TAKE EFFECT WITHOUT THE APPROVAL OF**
14 **THE COMMISSION.**

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

16 **(A) (1) THE EXECUTIVE, LEGISLATIVE, AND JUDICIAL BRANCHES OF**
17 **STATE GOVERNMENT IN EACH MEMBER STATE SHALL ENFORCE THIS COMPACT AND**
18 **TAKE ALL ACTIONS NECESSARY AND APPROPRIATE TO EFFECTUATE THE**
19 **COMPACT'S PURPOSES AND INTENT. THE PROVISIONS OF THIS COMPACT AND THE**
20 **RULES PROMULGATED HEREUNDER SHALL HAVE STANDING AS STATUTORY LAW.**

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

25 **(3) THE COMMISSION SHALL BE ENTITLED TO RECEIVE SERVICE OF**
26 **PROCESS IN ANY SUCH PROCEEDING, AND SHALL HAVE STANDING TO INTERVENE IN**
27 **SUCH A PROCEEDING FOR ALL PURPOSES. FAILURE TO PROVIDE SERVICE OF**
28 **PROCESS TO THE COMMISSION SHALL RENDER A JUDGMENT OR ORDER VOID AS TO**
29 **THE COMMISSION, THIS COMPACT, OR PROMULGATED RULES.**

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

33 **(i) PROVIDE WRITTEN NOTICE TO THE DEFAULTING STATE**
34 **AND OTHER MEMBER STATES OF THE NATURE OF THE DEFAULT, THE PROPOSED**
35 **MEANS OF CURING THE DEFAULT AND/OR ANY OTHER ACTION TO BE TAKEN BY THE**
36 **COMMISSION; AND**

1 **(II) PROVIDE REMEDIAL TRAINING AND SPECIFIC TECHNICAL**
2 **ASSISTANCE REGARDING THE DEFAULT.**

3 **(2) IF A STATE IN DEFAULT FAILS TO CURE THE DEFAULT, THE**
4 **DEFAULTING STATE MAY BE TERMINATED FROM THE COMPACT UPON AN**
5 **AFFIRMATIVE VOTE OF A MAJORITY OF THE MEMBER STATES, AND ALL RIGHTS,**
6 **PRIVILEGES AND BENEFITS CONFERRED BY THIS COMPACT MAY BE TERMINATED**
7 **ON THE EFFECTIVE DATE OF TERMINATION. A CURE OF THE DEFAULT DOES NOT**
8 **RELIEVE THE OFFENDING STATE OF OBLIGATIONS OR LIABILITIES INCURRED**
9 **DURING THE PERIOD OF DEFAULT.**

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

15 **(4) A STATE THAT HAS BEEN TERMINATED IS RESPONSIBLE FOR ALL**
16 **ASSESSMENTS, OBLIGATIONS, AND LIABILITIES INCURRED THROUGH THE**
17 **EFFECTIVE DATE OF TERMINATION, INCLUDING OBLIGATIONS THAT EXTEND**
18 **BEYOND THE EFFECTIVE DATE OF TERMINATION.**

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

23 **(6) THE DEFAULTING STATE MAY APPEAL THE ACTION OF THE**
24 **COMMISSION BY PETITIONING THE U.S. DISTRICT COURT FOR THE DISTRICT OF**
25 **COLUMBIA OR THE FEDERAL DISTRICT WHERE THE COMMISSION HAS ITS**
26 **PRINCIPAL OFFICES. THE PREVAILING MEMBER SHALL BE AWARDED ALL COSTS OF**
27 **SUCH LITIGATION, INCLUDING REASONABLE ATTORNEY'S FEES.**

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

31 **(2) THE COMMISSION SHALL PROMULGATE A RULE PROVIDING FOR**
32 **BOTH MEDIATION AND BINDING DISPUTE RESOLUTION FOR DISPUTES AS**
33 **APPROPRIATE.**

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

1 **(2) BY MAJORITY VOTE, THE COMMISSION MAY INITIATE LEGAL**
2 **ACTION IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA**
3 **OR THE FEDERAL DISTRICT WHERE THE COMMISSION HAS ITS PRINCIPAL OFFICES**
4 **AGAINST A MEMBER STATE IN DEFAULT TO ENFORCE COMPLIANCE WITH THE**
5 **PROVISIONS OF THE COMPACT AND ITS PROMULGATED RULES AND BYLAWS. THE**
6 **RELIEF SOUGHT MAY INCLUDE BOTH INJUNCTIVE RELIEF AND DAMAGES. IN THE**
7 **EVENT JUDICIAL ENFORCEMENT IS NECESSARY, THE PREVAILING MEMBER SHALL**
8 **BE AWARDED ALL COSTS OF SUCH LITIGATION, INCLUDING REASONABLE**
9 **ATTORNEY'S FEES.**

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

13 **SECTION 11. DATE OF IMPLEMENTATION OF THE INTERSTATE**
14 **COMMISSION FOR PHYSICAL THERAPY PRACTICE AND ASSOCIATED**
15 **RULES, WITHDRAWAL, AND AMENDMENT**

16 **(A) THE COMPACT SHALL COME INTO EFFECT ON THE DATE ON WHICH THE**
17 **COMPACT STATUTE IS ENACTED INTO LAW IN THE TENTH MEMBER STATE. THE**
18 **PROVISIONS, WHICH BECOME EFFECTIVE AT THAT TIME, SHALL BE LIMITED TO THE**
19 **POWERS GRANTED TO THE COMMISSION RELATING TO ASSEMBLY AND THE**
20 **PROMULGATION OF RULES. THEREAFTER, THE COMMISSION SHALL MEET AND**
21 **EXERCISE RULEMAKING POWERS NECESSARY TO THE IMPLEMENTATION AND**
22 **ADMINISTRATION OF THE COMPACT.**

23 **(B) ANY STATE THAT JOINS THE COMPACT SUBSEQUENT TO THE**
24 **COMMISSION'S INITIAL ADOPTION OF THE RULES SHALL BE SUBJECT TO THE RULES**
25 **AS THEY EXIST ON THE DATE ON WHICH THE COMPACT BECOMES LAW IN THAT**
26 **STATE. ANY RULE THAT HAS BEEN PREVIOUSLY ADOPTED BY THE COMMISSION**
27 **SHALL HAVE THE FULL FORCE AND EFFECT OF LAW ON THE DAY THE COMPACT**
28 **BECOMES LAW IN THAT STATE.**

29 **(C) ANY MEMBER STATE MAY WITHDRAW FROM THIS COMPACT BY**
30 **ENACTING A STATUTE REPEALING THE SAME.**

31 **(1) A MEMBER STATE'S WITHDRAWAL SHALL NOT TAKE EFFECT**
32 **UNTIL 6 MONTHS AFTER ENACTMENT OF THE REPEALING STATUTE.**

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

1 (D) NOTHING CONTAINED IN THIS COMPACT SHALL BE CONSTRUED TO
 2 INVALIDATE OR PREVENT ANY PHYSICAL THERAPY LICENSURE AGREEMENT OR
 3 OTHER COOPERATIVE ARRANGEMENT BETWEEN A MEMBER STATE AND A
 4 NON-MEMBER STATE THAT DOES NOT CONFLICT WITH THE PROVISIONS OF THIS
 5 COMPACT.

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

9 **SECTION 12. CONSTRUCTION AND SEVERABILITY**

10 THIS COMPACT SHALL BE LIBERALLY CONSTRUED SO AS TO EFFECTUATE THE
 11 PURPOSES THEREOF. THE PROVISIONS OF THIS COMPACT SHALL BE SEVERABLE
 12 AND IF ANY PHRASE, CLAUSE, SENTENCE OR PROVISION OF THIS COMPACT IS
 13 DECLARED TO BE CONTRARY TO THE CONSTITUTION OF ANY PARTY STATE OR OF
 14 THE UNITED STATES OR THE APPLICABILITY THEREOF TO ANY GOVERNMENT,
 15 AGENCY, PERSON OR CIRCUMSTANCE IS HELD INVALID, THE VALIDITY OF THE
 16 REMAINDER OF THIS COMPACT AND THE APPLICABILITY THEREOF TO ANY
 17 GOVERNMENT, AGENCY, PERSON OR CIRCUMSTANCE SHALL NOT BE AFFECTED
 18 THEREBY. IF THIS COMPACT SHALL BE HELD CONTRARY TO THE CONSTITUTION OF
 19 ANY PARTY STATE, THE COMPACT SHALL REMAIN IN FULL FORCE AND EFFECT AS
 20 TO THE REMAINING PARTY STATES AND IN FULL FORCE AND EFFECT AS TO THE
 21 PARTY STATE AFFECTED AS TO ALL SEVERABLE MATTERS.

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

Approved:

Governor.

President of the Senate.

Speaker of the House of Delegates.