

DRAFT

SUMMARY

Enacts interstate Physical Therapy Licensure Compact.
Declares emergency, effective on passage.

A BILL FOR AN ACT

Relating to physical therapy; creating new provisions; amending ORS 688.110
and 688.160; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

**SECTION 1. The provisions of the Physical Therapy Licensure
Compact are as follows:**

PHYSICAL THERAPY LICENSURE COMPACT

SECTION 1. PURPOSE

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

This Compact is designed to achieve the following objectives:

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

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

1 safety;

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

4 4. Support spouses of relocating military members;

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

7 6. Allow a remote state to hold a provider of services with a com-
8 pact privilege in that state accountable to that state's practice stan-
9 dards.

10 **SECTION 2. DEFINITIONS**

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

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

17 2. "Adverse Action" means disciplinary action taken by a physical
18 therapy licensing board based upon misconduct, unacceptable per-
19 formance, or a combination of both.

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

23 4. "Compact privilege" means the authorization granted by a re-
24 mote state to allow a licensee from another member state to practice
25 as a physical therapist or work as a physical therapist assistant in the
26 remote state under its laws and rules. The practice of physical therapy
27 occurs in the member state where the patient/client is located at the
28 time of the patient/client encounter.

29 5. "Continuing competence" means a requirement, as a condition
30 of license renewal, to provide evidence of participation in, and/or
31 completion of, educational and professional activities relevant to

1 **practice or area of work.**

2 **6. “Data system” means a repository of information about licensees,**
3 **including examination, licensure, investigative, compact privilege, and**
4 **adverse action.**

5 **7. “Encumbered license” means a license that a physical therapy**
6 **licensing board has limited in any way.**

7 **8. “Executive Board” means a group of directors elected or ap-**
8 **pointed to act on behalf of, and within the powers granted to them by,**
9 **the Commission.**

10 **9. “Home state” means the member state that is the licensee’s pri-**
11 **mary state of residence.**

12 **10. “Investigative information” means information, records, and**
13 **documents received or generated by a physical therapy licensing board**
14 **pursuant to an investigation.**

15 **11. “Jurisprudence Requirement” means the assessment of an**
16 **individual’s knowledge of the laws and rules governing the practice**
17 **of physical therapy in a state.**

18 **12. “Licensee” means an individual who currently holds an author-**
19 **ization from the state to practice as a physical therapist or to work**
20 **as a physical therapist assistant.**

21 **13. “Member state” means a state that has enacted the Compact.**

22 **14. “Party state” means any member state in which a licensee holds**
23 **a current license or compact privilege or is applying for a license or**
24 **compact privilege.**

25 **15. “Physical therapist” means an individual who is licensed by a**
26 **state to practice physical therapy.**

27 **16. “Physical therapist assistant” means an individual who is**
28 **licensed/certified by a state and who assists the physical therapist in**
29 **selected components of physical therapy.**

30 **17. “Physical therapy,” “physical therapy practice,” and “the prac-**
31 **tice of physical therapy” mean the care and services provided by or**

under the direction and supervision of a licensed physical therapist.

18. “Physical Therapy Compact Commission” or “Commission” means the national administrative body whose membership consists of all states that have enacted the Compact.

19. “Physical therapy licensing board” or “licensing board” means the agency of a state that is responsible for the licensing and regulation of physical therapists and physical therapist assistants.

20. “Remote State” means a member state other than the home state, where a licensee is exercising or seeking to exercise the compact privilege.

21. “Rule” means a regulation, principle, or directive promulgated by the Commission that has the force of law.

22. “State” means any state, commonwealth, district, or territory of the United States of America that regulates the practice of physical therapy.

SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

1. Participate fully in the Commission’s data system, including using the Commission’s unique identifier as defined in rules;

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

3. Notify the Commission, in compliance with the terms of the Compact and rules, of any adverse action or the availability of investigative information regarding a licensee;

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

5. Comply with the rules of the Commission;

6. Utilize a recognized national examination as a requirement for

1 licensure pursuant to the rules of the Commission; and

2 7. Have continuing competence requirements as a condition for li-
3 cense renewal.

4 B. Upon adoption of this statute, the member state shall have the
5 authority to obtain biometric-based information from each physical
6 therapy licensure applicant and submit this information to the Federal
7 Bureau of Investigation for a criminal background check in accord-
8 ance with 28 U.S.C. §534 and 42 U.S.C. §14616.

9 C. A member state shall grant the compact privilege to a licensee
10 holding a valid unencumbered license in another member state in ac-
11 cordance with the terms of the Compact and rules.

12 D. Member states may charge a fee for granting a compact privi-
13 lege.

14 SECTION 4. COMPACT PRIVILEGE

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

17 1. Hold a license in the home state;

18 2. Have no encumbrance on any state license;

19 3. Be eligible for a compact privilege in any member state in ac-
20 cordance with Section 4D, G and H;

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

23 5. Notify the Commission that the licensee is seeking the compact
24 privilege within a remote state(s);

25 6. Pay any applicable fees, including any state fee, for the compact
26 privilege;

27 7. Meet any jurisprudence requirements established by the remote
28 state(s) in which the licensee is seeking a compact privilege; and

29 8. Report to the Commission adverse action taken by any non-
30 member state within 30 days from the date the adverse action is taken.

31 B. The compact privilege is valid until the expiration date of the

1 home license. The licensee must comply with the requirements of
2 Section 4A to maintain the compact privilege in the remote state.

3 C. A licensee providing physical therapy in a remote state under the
4 compact privilege shall function within the laws and regulations of the
5 remote state.

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

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

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

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

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

- 24 1. The specific period of time for which the compact privilege was
25 removed has ended;
26 2. All fines have been paid; and
27 3. Two years have elapsed from the date of the adverse action.

28 H. Once the requirements of Section 4G have been met, the license
29 must meet the requirements in Section 4A to obtain a compact privi-
30 lege in a remote state.

31 **SECTION 5. ACTIVE DUTY MILITARY PERSONNEL OR THEIR**

SPOUSES

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

A. Home of record;

B. Permanent Change of Station (PCS); or

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

SECTION 6. ADVERSE ACTIONS

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

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

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

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

E. A remote state shall have the authority to:

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

2. Issue subpoenas for both hearings and investigations that require the attendance and testimony of witnesses, and the production of evi-

dence. Subpoenas issued by a physical therapy licensing board in a party state for the attendance and testimony of witnesses, and/or the production of evidence from another party state, shall be enforced in the latter state by any court of competent jurisdiction, according to the practice and procedure of that court applicable to subpoenas issued in proceedings pending before it. The issuing authority shall pay any witness fees, travel expenses, mileage, and other fees required by the service statutes of the state where the witnesses and/or evidence are located; and

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

F. Joint Investigations

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

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

SECTION 7. ESTABLISHMENT OF THE PHYSICAL THERAPY COMPACT COMMISSION

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

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

2. Venue is proper and judicial proceedings by or against the Commission shall be brought solely and exclusively in a court of competent jurisdiction where the principal office of the Commission is located. The Commission may waive venue and jurisdictional defenses to the extent it adopts or consents to participate in alternative dispute resolution proceedings.

1 **3. Nothing in this Compact shall be construed to be a waiver of**
2 **sovereign immunity.**

3 **B. Membership, Voting, and Meetings**

4 **1. Each member state shall have and be limited to one (1) delegate**
5 **selected by that member state's licensing board.**

6 **2. The delegate shall be a current member of the licensing board,**
7 **who is a physical therapist, physical therapist assistant, public mem-**
8 **ber, or the board administrator.**

9 **3. Any delegate may be removed or suspended from office as pro-**
10 **vided by the law of the state from which the delegate is appointed.**

11 **4. The member state board shall fill any vacancy occurring in the**
12 **Commission.**

13 **5. Each delegate shall be entitled to one (1) vote with regard to the**
14 **promulgation of rules and creation of bylaws and shall otherwise have**
15 **an opportunity to participate in the business and affairs of the Com-**
16 **mission.**

17 **6. A delegate shall vote in person or by such other means as pro-**
18 **vided in the bylaws. The bylaws may provide for delegates' partic-**
19 **ipation in meetings by telephone or other means of communication.**

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

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

23 **1. Establish the fiscal year of the Commission;**

24 **2. Establish bylaws;**

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

26 **4. Meet and take such actions as are consistent with the provisions**
27 **of this Compact and the bylaws;**

28 **5. Promulgate uniform rules to facilitate and coordinate imple-**
29 **mentation and administration of this Compact. The rules shall have**
30 **the force and effect of law and shall be binding in all member states;**

31 **6. Bring and prosecute legal proceedings or actions in the name of**

1 the Commission, provided that the standing of any state physical
2 therapy licensing board to sue or be sued under applicable law shall
3 not be affected;

4 7. Purchase and maintain insurance and bonds;

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

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

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

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

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

22 13. Establish a budget and make expenditures;

23 14. Borrow money;

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

28 16. Provide and receive information from, and cooperate with, law
29 enforcement agencies;

30 17. Establish and elect an Executive Board; and

31 18. Perform such other functions as may be necessary or appropri-

1 ate to achieve the purposes of this Compact consistent with the state
2 regulation of physical therapy licensure and practice.

3 **D. The Executive Board**

4 The Executive Board shall have the power to act on behalf of the
5 Commission according to the terms of this Compact.

6 1. The Executive Board shall be comprised of nine members:

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

9 b. One ex-officio, nonvoting member from the recognized national
10 physical therapy professional association; and

11 c. One ex-officio, nonvoting member from the recognized member-
12 ship organization of the physical therapy licensing boards.

13 2. The ex-officio members will be selected by their respective or-
14 ganizations.

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

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

18 5. The Executive Board shall have the following Duties and re-
19 sponsibilities:

20 a. Recommend to the entire Commission changes to the rules or
21 bylaws, changes to this Compact legislation, fees paid by Compact
22 member states such as annual dues, and any commission Compact fee
23 charged to licensees for the compact privilege;

24 b. Ensure Compact administration services are appropriately pro-
25 vided, contractual or otherwise;

26 c. Prepare and recommend the budget;

27 d. Maintain financial records on behalf of the Commission;

28 e. Monitor Compact compliance of member states and provide
29 compliance reports to the Commission;

30 f. Establish additional committees as necessary; and

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

E. Meetings of the Commission

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

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

a. Non-compliance of a member state with its obligations under the Compact;

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

c. Current, threatened, or reasonably anticipated litigation;

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

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

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

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

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

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

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

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

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

F. Financing of the Commission

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

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

3. The Commission may levy on and collect an annual assessment from each member state or impose fees on other parties to cover the cost of the operations and activities of the Commission and its staff, which must be in a total amount sufficient to cover its annual budget as approved each year for which revenue is not provided by other sources. The aggregate annual assessment amount shall be allocated based upon a formula to be determined by the Commission, which shall promulgate a rule binding upon all member states.

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

1 **5. The Commission shall keep accurate accounts of all receipts and**
2 **disbursements. The receipts and disbursements of the Commission**
3 **shall be subject to the audit and accounting procedures established**
4 **under its bylaws. However, all receipts and disbursements of funds**
5 **handled by the Commission shall be audited yearly by a certified or**
6 **licensed public accountant, and the report of the audit shall be in-**
7 **cluded in and become part of the annual report of the Commission.**

8 **G. Qualified Immunity, Defense, and Indemnification**

9 **1. The members, officers, executive director, employees and repre-**
10 **sentatives of the Commission shall be immune from suit and liability,**
11 **either personally or in their official capacity, for any claim for damage**
12 **to or loss of property or personal injury or other civil liability caused**
13 **by or arising out of any actual or alleged act, error or omission that**
14 **occurred, or that the person against whom the claim is made had a**
15 **reasonable basis for believing occurred within the scope of Commission**
16 **employment, duties or responsibilities; provided that nothing in this**
17 **paragraph shall be construed to protect any such person from suit**
18 **and/or liability for any damage, loss, injury, or liability caused by the**
19 **intentional or willful or wanton misconduct of that person.**

20 **2. The Commission shall defend any member, officer, executive di-**
21 **rector, employee or representative of the Commission in any civil**
22 **action seeking to impose liability arising out of any actual or alleged**
23 **act, error, or omission that occurred within the scope of Commission**
24 **employment, duties, or responsibilities, or that the person against**
25 **whom the claim is made had a reasonable basis for believing occurred**
26 **within the scope of Commission employment, duties, or responsibil-**
27 **ities; provided that nothing herein shall be construed to prohibit that**
28 **person from retaining his or her own counsel; and provided further,**
29 **that the actual or alleged act, error, or omission did not result from**
30 **that person's intentional or willful or wanton misconduct.**

31 **3. The Commission shall indemnify and hold harmless any member,**

officer, executive director, employee, or representative of the Commission for the amount of any settlement or judgment obtained against that person arising out of any actual or alleged act, error or omission that occurred within the scope of Commission employment, duties, or responsibilities, or that such person had a reasonable basis for believing occurred within the scope of Commission employment, duties, or responsibilities, provided that the actual or alleged act, error, or omission did not result from the intentional or willful or wanton misconduct of that person.

SECTION 8. DATA SYSTEM

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

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

- 1. Identifying information;**
- 2. Licensure data;**
- 3. Adverse actions against a license or compact privilege;**
- 4. Non-confidential information related to alternative program participation;**
- 5. Any denial of application for licensure, and the reason(s) for such denial; and**
- 6. Other information that may facilitate the administration of this Compact, as determined by the rules of the Commission.**

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

D. The Commission shall promptly notify all member states of any adverse action taken against a licensee or an individual applying for

1 a license. Adverse action information pertaining to a licensee in any
2 member state will be available to any other member state.

3 E. Member states contributing information to the data system may
4 designate information that may not be shared with the public without
5 the express permission of the contributing state.

6 F. Any information submitted to the data system that is subse-
7 quently 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 pursuant
11 to the criteria set forth in this Section and the rules adopted there-
12 under. 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 rejects a
15 rule, by enactment of a statute or resolution in the same manner used
16 to adopt the Compact within 4 years of the date of adoption of the
17 rule, then such rule shall have no further force and effect in any
18 member state.

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

21 D. Prior to promulgation and adoption of a final rule or rules by
22 the Commission, and at least thirty (30) days in advance of the meet-
23 ing at which the rule will be considered and voted upon, the Commis-
24 sion shall file a Notice of Proposed Rulemaking:

25 1. On the website of the Commission or other publicly accessible
26 platform; and

27 2. On the website of each member state physical therapy licensing
28 board or other publicly accessible platform or the publication in which
29 each 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 which

1 the rule will be considered and voted upon;

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

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

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

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

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

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

15 2. A state or federal governmental subdivision or agency; or

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

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

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

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

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

31 4. Nothing in this section shall be construed as requiring a separate

1 **hearing on each rule. Rules may be grouped for the convenience of the**
2 **Commission at hearings required by this section.**

3 **I. Following the scheduled hearing date, or by the close of business**
4 **on the scheduled hearing date if the hearing was not held, the Com-**
5 **mission shall consider all written and oral comments received.**

6 **J. If no written notice of intent to attend the public hearing by in-**
7 **terested parties is received, the Commission may proceed with**
8 **promulgation of the proposed rule without a public hearing.**

9 **K. The Commission shall, by majority vote of all members, take**
10 **final action on the proposed rule and shall determine the effective date**
11 **of the rule, if any, based on the rulemaking record and the full text**
12 **of the rule.**

13 **L. Upon determination that an emergency exists, the Commission**
14 **may consider and adopt an emergency rule without prior notice, op-**
15 **portunity for comment, or hearing, provided that the usual**
16 **rulemaking procedures provided in the Compact and in this section**
17 **shall be retroactively applied to the rule as soon as reasonably possi-**
18 **ble, in no event later than ninety (90) days after the effective date of**
19 **the rule. For the purposes of this provision, an emergency rule is one**
20 **that must be adopted immediately in order to:**

- 21 **1. Meet an imminent threat to public health, safety, or welfare;**
22 **2. Prevent a loss of Commission or member state funds;**
23 **3. Meet a deadline for the promulgation of an administrative rule**
24 **that is established by federal law or rule; or**
25 **4. Protect public health and safety.**

26 **M. The Commission or an authorized committee of the Commission**
27 **may direct revisions to a previously adopted rule or amendment for**
28 **purposes of correcting typographical errors, errors in format, errors**
29 **in consistency, or grammatical errors. Public notice of any revisions**
30 **shall be posted on the website of the Commission. The revision shall**
31 **be subject to challenge by any person for a period of thirty (30) days**

after posting. The revision may be challenged only on grounds that the revision results in a material change to a rule. A challenge shall be made in writing, and delivered to the chair of the Commission prior to the end of the notice period. If no challenge is made, the revision will take effect without further action. If the revision is challenged, the revision may not take effect without the approval of the Commission.

SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

A. Oversight

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

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

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

B. Default, Technical Assistance, and Termination

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

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

1 **b. Provide remedial training and specific technical assistance re-**
2 **garding the default.**

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

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

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

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

22 **6. The defaulting state may appeal the action of the Commission**
23 **by petitioning the U.S. District Court for the District of Columbia or**
24 **the federal district where the Commission has its principal offices. The**
25 **prevailing member shall be awarded all costs of such litigation, in-**
26 **cluding reasonable attorney's fees.**

27 **C. Dispute Resolution**

28 **1. Upon request by a member state, the Commission shall attempt**
29 **to resolve disputes related to the Compact that arise among member**
30 **states and between member and non-member states.**

31 **2. The Commission shall promulgate a rule providing for both me-**

1 diation and binding dispute resolution for disputes as appropriate.

2 **D. Enforcement**

3 1. The Commission, in the reasonable exercise of its discretion,
4 shall enforce the provisions and rules of this Compact.

5 2. By majority vote, the Commission may initiate legal action in the
6 United States District Court for the District of Columbia or the federal
7 district where the Commission has its principal offices against a
8 member state in default to enforce compliance with the provisions of
9 the Compact and its promulgated rules and bylaws. The relief sought
10 may include both injunctive relief and damages. In the event judicial
11 enforcement is necessary, the prevailing member shall be awarded all
12 costs of such litigation, including reasonable attorney's fees.

13 3. The remedies herein shall not be the exclusive remedies of the
14 Commission. The Commission may pursue any other remedies avail-
15 able under federal or state law.

16 **SECTION 11. DATE OF IMPLEMENTATION OF THE INTERSTATE**
17 **COMMISSION FOR PHYSICAL THERAPY PRACTICE AND ASSOCI-**
18 **ATED RULES, WITHDRAWAL, AND AMENDMENT**

19 A. The Compact shall come into effect on the date on which the
20 Compact statute is enacted into law in the tenth member state. The
21 provisions, which become effective at that time, shall be limited to the
22 powers granted to the Commission relating to assembly and the
23 promulgation of rules. Thereafter, the Commission shall meet and
24 exercise rulemaking powers necessary to the implementation and ad-
25 ministration of the Compact.

26 B. Any state that joins the Compact subsequent to the
27 Commission's initial adoption of the rules shall be subject to the rules
28 as they exist on the date on which the Compact becomes law in that
29 state. Any rule that has been previously adopted by the Commission
30 shall have the full force and effect of law on the day the Compact be-
31 comes law in that state.

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

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

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

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

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

17 **SECTION 12. CONSTRUCTION AND SEVERABILITY**

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

30
31 **SECTION 2. The Legislative Assembly of the State of Oregon hereby**

ratifies the Physical Therapy Licensure Compact set forth in section 1 of this 2016 Act.

SECTION 3. ORS 688.110 is amended to read:

688.110. (1) The Physical Therapist Licensing Board, in its discretion, may issue without examination a temporary permit to a person to practice as a physical therapist or to work as a physical therapist assistant in this state if the person files an application for license as provided in ORS 688.040 or 688.080, and pays to the board at the time of filing the application the temporary permit fee.

(2) A person holding a temporary permit may practice physical therapy only under the direction of a physical therapist licensed under ORS 688.010 to 688.201.

(3) The temporary permit shall be granted for a period not to exceed three months. The board may renew the temporary permit at its discretion for [*an additional three months, but no longer*] **no more than 90 days.**

SECTION 4. ORS 688.160 is amended to read:

688.160. (1) The Physical Therapist Licensing Board operates as a semi-independent state agency subject to ORS 182.456 to 182.472, for purposes of carrying out the provisions of ORS 688.010 to 688.201 and 688.990. The Physical Therapist Licensing Board consists of eight members appointed by the Governor and subject to confirmation by the Senate in the manner provided in ORS 171.562 and 171.565. All members of the board must be residents of this state. Of the members of the board:

(a) Five must be physical therapists who are Oregon residents, possess unrestricted licenses to practice physical therapy in this state, have been practicing in this state for at least two years immediately preceding their appointments and have been practicing in the field of physical therapy for at least five years.

(b) One must be a licensed physical therapist assistant.

(c) Two must be public members who have an interest in consumer rights and who are not:

1 (A) Otherwise eligible for appointment to the board; or

2 (B) The spouse, domestic partner, child, parent or sibling of a physical
3 therapist or physical therapist assistant.

4 (2)(a) Board members required to be physical therapists or physical ther-
5 apist assistants may be selected by the Governor from a list of three to five
6 nominees for each vacancy, submitted by the Oregon Physical Therapy As-
7 sociation.

8 (b) In selecting the members of the board, the Governor shall strive to
9 balance the representation on the board according to:

10 (A) Geographic areas of this state; and

11 (B) Ethnic group.

12 (3)(a) The term of office of each member is four years, but a member
13 serves at the pleasure of the Governor. The terms must be staggered so that
14 no more than three terms end each year. A member is eligible for reap-
15 pointment.

16 (b) In the event of a vacancy in the office of a member of the board other
17 than by reason of the expiration of a term, the Governor, not later than 90
18 days after the occurrence of the vacancy, shall appoint a person to fill the
19 vacancy for the unexpired term.

20 (c) A board member shall be removed immediately from the board if,
21 during the member's term, the member:

22 (A) Is not a resident of this state;

23 (B) Has been absent from three consecutive board meetings, unless at
24 least one absence is excused;

25 (C) Is not a licensed physical therapist or a retired physical therapist who
26 was a licensed physical therapist in good standing at the time of retirement,
27 if the board member was appointed to serve on the board as a physical
28 therapist; or

29 (D) Is not a licensed physical therapist assistant or a retired physical
30 therapist assistant who was a licensed physical therapist assistant in good
31 standing at the time of retirement, if the board member was appointed to

1 serve on the board as a retired physical therapist assistant.

2 (4) Each member of the board is entitled to compensation and expenses
3 as provided in ORS 292.495. The board may provide by rule for compensation
4 to board members for the performance of official duties at a rate that is
5 greater than the rate provided in ORS 292.495.

6 (5) A board member who acts within the scope of board duties, without
7 malice and in reasonable belief that the member's action is warranted by
8 law, is immune from civil liability.

9 (6) The board shall have power to:

10 (a) Establish matters of policy affecting administration of ORS 688.010 to
11 688.201;

12 (b) Provide for examinations for physical therapists and physical therapist
13 assistants and adopt passing scores for the examinations;

14 (c) Adopt rules necessary to carry out and enforce the provisions of ORS
15 688.010 to 688.201;

16 (d) Establish standards and tests to determine the qualifications of ap-
17 plicants for licenses to practice physical therapy in this state;

18 (e) Issue licenses to persons who meet the requirements of ORS 688.010
19 to 688.201;

20 (f) Adopt rules relating to the supervision and the duties of physical
21 therapist aides who assist in performing routine work under supervision;

22 (g) Adopt rules establishing minimum continuing [*education*] **competency**
23 requirements for all licensees;

24 (h) Exercise general supervision over the practice of physical therapy
25 within this state;

26 (i) Establish and collect fees for the application or examination for, or the
27 renewal, reinstatement or duplication of, a license under ORS 688.040, 688.080
28 or 688.100 or for the issuance of a temporary permit under ORS 688.110; and

29 (j) Establish and collect fees to carry out and enforce the provisions of
30 ORS 688.010 to 688.201.

31 (7) The board shall meet as determined by the board and at any other time

1 at the call of the board chairperson, who shall be elected by the members
2 of the board. All members have equal voting privileges.

3 (8) The board may appoint and fix the compensation of staff as necessary
4 to carry out the operations of the board.

5 (9) The board shall:

6 (a) Maintain a current list of all persons regulated under ORS 688.010 to
7 688.201, including the persons' names, current business and residential ad-
8 dresses, telephone numbers, electronic mail addresses and license numbers.

9 (b) Provide information to the public regarding the procedure for filing
10 a complaint against a physical therapist or physical therapist assistant.

11 (c) Publish at least annually, and in a format or place determined by the
12 board, final disciplinary actions taken against physical therapists and phys-
13 ical therapist assistants and other information, including rules, in order to
14 guide physical therapists and physical therapist assistants regulated pursu-
15 ant to ORS 688.010 to 688.201.

16 **SECTION 5. The amendments to ORS 688.110 and 688.160 by sections**
17 **3 and 4 of this 2016 Act apply to applications for licenses and permits**
18 **received by the Physical Therapist Licensing Board, and licenses and**
19 **permits issued or renewed by the board, on or after the effective date**
20 **of this 2016 Act.**

21 **SECTION 6. This 2016 Act being necessary for the immediate pres-**
22 **ervation of the public peace, health and safety, an emergency is de-**
23 **clared to exist, and this 2016 Act takes effect on its passage.**