

Senate Bill 1504

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SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

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 safety;

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

4. Support spouses of relocating military members;

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

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

SECTION 2. DEFINITIONS

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

1. "Active Duty Military" means full-time duty status in the active uniformed service of

NOTE: Matter in **boldfaced** type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted. New sections are in **boldfaced** type.

1 the United States, including members of the National Guard and Reserve on active duty or-
2 ders pursuant to 10 U.S.C. Section 1209 and 1211.

3 2. “Adverse Action” means disciplinary action taken by a physical therapy licensing board
4 based upon misconduct, unacceptable performance, or a combination of both.

5 3. “Alternative Program” means a non-disciplinary monitoring or practice remediation
6 process approved by a physical therapy licensing board. This includes, but is not limited to,
7 substance abuse issues.

8 4. “Compact privilege” means the authorization granted by a remote state to allow a
9 licensee from another member state to practice as a physical therapist or work as a physical
10 therapist assistant in the remote state under its laws and rules. The practice of physical
11 therapy occurs in the member state where the patient/client is located at the time of the
12 patient/client encounter.

13 5. “Continuing competence” means a requirement, as a condition of license renewal, to
14 provide evidence of participation in, and/or completion of, educational and professional ac-
15 tivities relevant to practice or area of work.

16 6. “Data system” means a repository of information about licensees, including examina-
17 tion, licensure, investigative, compact privilege, and adverse action.

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

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

22 9. “Home state” means the member state that is the licensee’s primary state of resi-
23 dence.

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

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

28 12. “Licensee” means an individual who currently holds an authorization from the state
29 to practice as a physical therapist or to work as a physical therapist assistant.

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

31 14. “Party state” means any member state in which a licensee holds a current license
32 or compact privilege or is applying for a license or compact privilege.

33 15. “Physical therapist” means an individual who is licensed by a state to practice phys-
34 ical therapy.

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

37 17. “Physical therapy,” “physical therapy practice,” and “the practice of physical
38 therapy” mean the care and services provided by or under the direction and supervision of
39 a licensed physical therapist.

40 18. “Physical Therapy Compact Commission” or “Commission” means the national ad-
41 ministrative body whose membership consists of all states that have enacted the Compact.

42 19. “Physical therapy licensing board” or “licensing board” means the agency of a state
43 that is responsible for the licensing and regulation of physical therapists and physical ther-
44 apist assistants.

45 20. “Remote State” means a member state other than the home state, where a licensee

1 is exercising or seeking to exercise the compact privilege.

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

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

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

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

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

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

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

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

17 5. Comply with the rules of the Commission;

18 6. Utilize a recognized national examination as a requirement for licensure pursuant to
19 the rules of the Commission; and

20 7. Have continuing competence requirements as a condition for license renewal.

21 **B. Upon adoption of this statute, the member state shall have the authority to obtain**
22 **biometric-based information from each physical therapy licensure applicant and submit this**
23 **information to the Federal Bureau of Investigation for a criminal background check in ac-**
24 **cordance with 28 U.S.C. §534 and 42 U.S.C. §14616.**

25 **C. A member state shall grant the compact privilege to a licensee holding a valid unen-**
26 **umbered license in another member state in accordance with the terms of the Compact and**
27 **rules.**

28 **D. Member states may charge a fee for granting a compact privilege.**

29 **SECTION 4. COMPACT PRIVILEGE**

30 **A. To exercise the compact privilege under the terms and provisions of the Compact, the**
31 **licensee shall:**

32 1. Hold a license in the home state;

33 2. Have no encumbrance on any state license;

34 3. Be eligible for a compact privilege in any member state in accordance with Section 4D,
35 G and H;

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

38 5. Notify the Commission that the licensee is seeking the compact privilege within a re-
39 mote state(s);

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

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

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

45 **B. The compact privilege is valid until the expiration date of the home license. The**

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

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

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

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

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

15 F. Once an encumbered license in the home state is restored to good standing, the
 16 licensee must meet the requirements of Section 4A to obtain a compact privilege in any re-
 17 mote state.

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

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

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

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

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

- 28 A. Home of record;
- 29 B. Permanent Change of Station (PCS); or
- 30 C. State of current residence if it is different than the PCS state or home of record.

31 **SECTION 6. ADVERSE ACTIONS**

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

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

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

43 D. Any member state may investigate actual or alleged violations of the statutes and
 44 rules authorizing the practice of physical therapy in any other member state in which a
 45 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 evidence. 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.

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

B. Membership, Voting, and Meetings

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

2. The delegate shall be a current member of the licensing board, who is a physical therapist, physical therapist assistant, public member, or the board administrator.

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

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

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

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

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

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

- 1 **1. Establish the fiscal year of the Commission;**
- 2 **2. Establish bylaws;**
- 3 **3. Maintain its financial records in accordance with the bylaws;**
- 4 **4. Meet and take such actions as are consistent with the provisions of this Compact and**
- 5 **the bylaws;**
- 6 **5. Promulgate uniform rules to facilitate and coordinate implementation and adminis-**
- 7 **tration of this Compact. The rules shall have the force and effect of law and shall be binding**
- 8 **in all member states;**
- 9 **6. Bring and prosecute legal proceedings or actions in the name of the Commission,**
- 10 **provided that the standing of any state physical therapy licensing board to sue or be sued**
- 11 **under applicable law shall not be affected;**
- 12 **7. Purchase and maintain insurance and bonds;**
- 13 **8. Borrow, accept, or contract for services of personnel, including, but not limited to,**
- 14 **employees of a member state;**
- 15 **9. Hire employees, elect or appoint officers, fix compensation, define duties, grant such**
- 16 **individuals appropriate authority to carry out the purposes of the Compact, and to establish**
- 17 **the Commission's personnel policies and programs relating to conflicts of interest, quali-**
- 18 **fications of personnel, and other related personnel matters;**
- 19 **10. Accept any and all appropriate donations and grants of money, equipment, supplies,**
- 20 **materials and services, and to receive, utilize and dispose of the same; provided that at all**
- 21 **times the Commission shall avoid any appearance of impropriety and/or conflict of interest;**
- 22 **11. Lease, purchase, accept appropriate gifts or donations of, or otherwise to own, hold,**
- 23 **improve or use, any property, real, personal or mixed; provided that at all times the Com-**
- 24 **mission shall avoid any appearance of impropriety;**
- 25 **12. Sell, convey, mortgage, pledge, lease, exchange, abandon, or otherwise dispose of any**
- 26 **property real, personal, or mixed;**
- 27 **13. Establish a budget and make expenditures;**
- 28 **14. Borrow money;**
- 29 **15. Appoint committees, including standing committees comprised of members, state**
- 30 **regulators, state legislators or their representatives, and consumer representatives, and**
- 31 **such other interested persons as may be designated in this Compact and the bylaws;**
- 32 **16. Provide and receive information from, and cooperate with, law enforcement agencies;**
- 33 **17. Establish and elect an Executive Board; and**
- 34 **18. Perform such other functions as may be necessary or appropriate to achieve the**
- 35 **purposes of this Compact consistent with the state regulation of physical therapy licensure**
- 36 **and practice.**

D. The Executive Board

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

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

- 41 **a. Seven voting members who are elected by the Commission from the current member-**
- 42 **ship of the Commission;**
- 43 **b. One ex-officio, nonvoting member from the recognized national physical therapy pro-**
- 44 **fessional association; and**
- 45

1 **c. One ex-officio, nonvoting member from the recognized membership organization of the**
2 **physical therapy licensing boards.**

3 **2. The ex-officio members will be selected by their respective organizations.**

4 **3. The Commission may remove any member of the Executive Board as provided in by-**
5 **laws.**

6 **4. The Executive Board shall meet at least annually.**

7 **5. The Executive Board shall have the following Duties and responsibilities:**

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

11 **b. Ensure Compact administration services are appropriately provided, contractual or**
12 **otherwise;**

13 **c. Prepare and recommend the budget;**

14 **d. Maintain financial records on behalf of the Commission;**

15 **e. Monitor Compact compliance of member states and provide compliance reports to the**
16 **Commission;**

17 **f. Establish additional committees as necessary; and**

18 **g. Other duties as provided in rules or bylaws.**

19 **E. Meetings of the Commission**

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

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

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

26 **b. The employment, compensation, discipline or other matters, practices or procedures**
27 **related to specific employees or other matters related to the Commission's internal person-**
28 **nel practices and procedures;**

29 **c. Current, threatened, or reasonably anticipated litigation;**

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

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

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

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

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

38 **i. Disclosure of information related to any investigative reports prepared by or on behalf**
39 **of or for use of the Commission or other committee charged with responsibility of investi-**
40 **gation or determination of compliance issues pursuant to the Compact; or**

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

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

45 **4. The Commission shall keep minutes that fully and clearly describe all matters dis-**

1 cussed in a meeting and shall provide a full and accurate summary of actions taken, and the
2 reasons therefore, including a description of the views expressed. All documents considered
3 in connection with an action shall be identified in such minutes. All minutes and documents
4 of a closed meeting shall remain under seal, subject to release by a majority vote of the
5 Commission or order of a court of competent jurisdiction.

6 **F. Financing of the Commission**

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

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

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

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

20 5. The Commission shall keep accurate accounts of all receipts and disbursements. The
21 receipts and disbursements of the Commission shall be subject to the audit and accounting
22 procedures established under its bylaws. However, all receipts and disbursements of funds
23 handled by the Commission shall be audited yearly by a certified or licensed public account-
24 ant, and the report of the audit shall be included in and become part of the annual report
25 of the Commission.

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

27 1. The members, officers, executive director, employees and representatives of the Com-
28 mission shall be immune from suit and liability, either personally or in their official capacity,
29 for any claim for damage to or loss of property or personal injury or other civil liability
30 caused by or arising out of any actual or alleged act, error or omission that occurred, or that
31 the person against whom the claim is made had a reasonable basis for believing occurred
32 within the scope of Commission employment, duties or responsibilities; provided that nothing
33 in this paragraph shall be construed to protect any such person from suit and/or liability for
34 any damage, loss, injury, or liability caused by the intentional or willful or wanton miscon-
35 duct of that person.

36 2. The Commission shall defend any member, officer, executive director, employee or
37 representative of the Commission in any civil action seeking to impose liability arising out
38 of any actual or alleged act, error, or omission that occurred within the scope of Commission
39 employment, duties, or responsibilities, or that the person against whom the claim is made
40 had a reasonable basis for believing occurred within the scope of Commission employment,
41 duties, or responsibilities; provided that nothing herein shall be construed to prohibit that
42 person from retaining his or her own counsel; and provided further, that the actual or al-
43 leged act, error, or omission did not result from that person's intentional or willful or
44 wanton misconduct.

45 3. The Commission shall indemnify and hold harmless any member, officer, executive di-

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

8 SECTION 8. DATA SYSTEM

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

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

15 1. Identifying information;

16 2. Licensure data;

17 3. Adverse actions against a license or compact privilege;

18 4. Non-confidential information related to alternative program participation;

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

20 6. Other information that may facilitate the administration of this Compact, as deter-
 21 mined by the rules of the Commission.

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

24 D. The Commission shall promptly notify all member states of any adverse action taken
 25 against a licensee or an individual applying for a license. Adverse action information per-
 26 taining to a licensee in any member state will be available to any other member state.

27 E. Member states contributing information to the data system may designate informa-
 28 tion that may not be shared with the public without the express permission of the contrib-
 29 uting state.

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

33 SECTION 9. RULEMAKING

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

37 B. If a majority of the legislatures of the member states rejects a rule, by enactment of
 38 a statute or resolution in the same manner used to adopt the Compact within 4 years of the
 39 date of adoption of the rule, then such rule shall have no further force and effect in any
 40 member state.

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

43 D. Prior to promulgation and adoption of a final rule or rules by the Commission, and
 44 at least thirty (30) days in advance of the meeting at which the rule will be considered and
 45 voted upon, the Commission shall file a Notice of Proposed Rulemaking:

- 1 **1. On the website of the Commission or other publicly accessible platform; and**
- 2 **2. On the website of each member state physical therapy licensing board or other publicly**
- 3 **accessible platform or the publication in which each state would otherwise publish proposed**
- 4 **rules.**

5 **E. The Notice of Proposed Rulemaking shall include:**

- 6 **1. The proposed time, date, and location of the meeting in which the rule will be consid-**
- 7 **ered and voted upon;**
- 8 **2. The text of the proposed rule or amendment and the reason for the proposed rule;**
- 9 **3. A request for comments on the proposed rule from any interested person; and**
- 10 **4. The manner in which interested persons may submit notice to the Commission of their**
- 11 **intention to attend the public hearing and any written comments.**

12 **F. Prior to adoption of a proposed rule, the Commission shall allow persons to submit**

13 **written data, facts, opinions, and arguments, which shall be made available to the public.**

14 **G. The Commission shall grant an opportunity for a public hearing before it adopts a rule**

15 **or amendment if a hearing is requested by:**

- 16 **1. At least twenty-five (25) persons;**
- 17 **2. A state or federal governmental subdivision or agency; or**
- 18 **3. An association having at least twenty-five (25) members.**

19 **H. If a hearing is held on the proposed rule or amendment, the Commission shall publish**

20 **the place, time, and date of the scheduled public hearing. If the hearing is held via electronic**

21 **means, the Commission shall publish the mechanism for access to the electronic hearing.**

22 **1. All persons wishing to be heard at the hearing shall notify the executive director of**

23 **the Commission or other designated member in writing of their desire to appear and testify**

24 **at the hearing not less than five (5) business days before the scheduled date of the hearing.**

25 **2. Hearings shall be conducted in a manner providing each person who wishes to com-**

26 **ment a fair and reasonable opportunity to comment orally or in writing.**

27 **3. All hearings will be recorded. A copy of the recording will be made available on re-**

28 **quest.**

29 **4. Nothing in this section shall be construed as requiring a separate hearing on each rule.**

30 **Rules may be grouped for the convenience of the Commission at hearings required by this**

31 **section.**

32 **I. Following the scheduled hearing date, or by the close of business on the scheduled**

33 **hearing date if the hearing was not held, the Commission shall consider all written and oral**

34 **comments received.**

35 **J. If no written notice of intent to attend the public hearing by interested parties is re-**

36 **ceived, the Commission may proceed with promulgation of the proposed rule without a public**

37 **hearing.**

38 **K. The Commission shall, by majority vote of all members, take final action on the pro-**

39 **posed rule and shall determine the effective date of the rule, if any, based on the rulemaking**

40 **record and the full text of the rule.**

41 **L. Upon determination that an emergency exists, the Commission may consider and**

42 **adopt an emergency rule without prior notice, opportunity for comment, or hearing, provided**

43 **that the usual rulemaking procedures provided in the Compact and in this section shall be**

44 **retroactively applied to the rule as soon as reasonably possible, in no event later than ninety**

45 **(90) days after the effective date of the rule. For the purposes of this provision, an emer-**

1 **gency rule is one that must be adopted immediately in order to:**

2 **1. Meet an imminent threat to public health, safety, or welfare;**

3 **2. Prevent a loss of Commission or member state funds;**

4 **3. Meet a deadline for the promulgation of an administrative rule that is established by**
5 **federal law or rule; or**

6 **4. Protect public health and safety.**

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

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

18 **A. Oversight**

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

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

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

30 **B. Default, Technical Assistance, and Termination**

31 **1. If the Commission determines that a member state has defaulted in the performance**
32 **of its obligations or responsibilities under this Compact or the promulgated rules, the Com-**
33 **mission shall:**

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

37 **b. Provide remedial training and specific technical assistance regarding the default.**

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

43 **3. Termination of membership in the Compact shall be imposed only after all other means**
44 **of securing compliance have been exhausted. Notice of intent to suspend or terminate shall**
45 **be given by the Commission to the governor, the majority and minority leaders of the de-**

1 faulting state's legislature, and each of the member states.

2 4. A state that has been terminated is responsible for all assessments, obligations, and
3 liabilities incurred through the effective date of termination, including obligations that ex-
4 tend beyond the effective date of termination.

5 5. The Commission shall not bear any costs related to a state that is found to be in de-
6 fault or that has been terminated from the Compact, unless agreed upon in writing between
7 the Commission and the defaulting state.

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

12 C. Dispute Resolution

13 1. Upon request by a member state, the Commission shall attempt to resolve disputes
14 related to the Compact that arise among member states and between member and non-
15 member states.

16 2. The Commission shall promulgate a rule providing for both mediation and binding
17 dispute resolution for disputes as appropriate.

18 D. Enforcement

19 1. The Commission, in the reasonable exercise of its discretion, shall enforce the pro-
20 visions and rules of this Compact.

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

27 3. The remedies herein shall not be the exclusive remedies of the Commission. The
28 Commission may pursue any other remedies available under federal or state law.

29 SECTION 11. DATE OF IMPLEMENTATION OF THE INTERSTATE COMMISSION FOR 30 PHYSICAL THERAPY PRACTICE AND ASSOCIATED RULES, WITHDRAWAL, AND 31 AMENDMENT

32 A. The Compact shall come into effect on the date on which the Compact statute is en-
33 acted into law in the tenth member state. The provisions, which become effective at that
34 time, shall be limited to the powers granted to the Commission relating to assembly and the
35 promulgation of rules. Thereafter, the Commission shall meet and exercise rulemaking pow-
36 ers necessary to the implementation and administration of the Compact.

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

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

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

45 2. Withdrawal shall not affect the continuing requirement of the withdrawing state's

1 physical therapy licensing board to comply with the investigative and adverse action report-
 2 ing requirements of this act prior to the effective date of withdrawal.

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

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

9 **SECTION 12. CONSTRUCTION AND SEVERABILITY**

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

21 **SECTION 2.** The Legislative Assembly of the State of Oregon hereby ratifies the Physical
 22 Therapy Licensure Compact set forth in section 1 of this 2016 Act.

23 **SECTION 3.** ORS 688.110 is amended to read:

24 688.110. (1) The Physical Therapist Licensing Board, in its discretion, may issue without exam-
 25 ination a temporary permit to a person to practice as a physical therapist or to work as a physical
 26 therapist assistant in this state if the person files an application for license as provided in ORS
 27 688.040 or 688.080, and pays to the board at the time of filing the application the temporary permit
 28 fee.

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

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

34 **SECTION 4.** ORS 688.160 is amended to read:

35 688.160. (1) The Physical Therapist Licensing Board operates as a semi-independent state agency
 36 subject to ORS 182.456 to 182.472, for purposes of carrying out the provisions of ORS 688.010 to
 37 688.201 and 688.990. The Physical Therapist Licensing Board consists of eight members appointed
 38 by the Governor and subject to confirmation by the Senate in the manner provided in ORS 171.562
 39 and 171.565. All members of the board must be residents of this state. Of the members of the board:

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

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

45 (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 therapist or physical
3 therapist assistant.

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

7 (b) In selecting the members of the board, the Governor shall strive to balance the represen-
8 tation on the board according to:

9 (A) Geographic areas of this state; and

10 (B) Ethnic group.

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

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

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

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

20 (B) Has been absent from three consecutive board meetings, unless at least one absence is ex-
21 cused;

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

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

28 (4) Each member of the board is entitled to compensation and expenses as provided in ORS
29 292.495. The board may provide by rule for compensation to board members for the performance of
30 official duties at a rate that is greater than the rate provided in ORS 292.495.

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

33 (6) The board shall have power to:

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

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

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

38 (d) Establish standards and tests to determine the qualifications of applicants for licenses to
39 practice physical therapy in this state;

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

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

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

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

1 (i) Establish and collect fees for the application or examination for, or the renewal, rein-
2 statement or duplication of, a license under ORS 688.040, 688.080 or 688.100 or for the issuance of
3 a temporary permit under ORS 688.110; and

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

5 (7) The board shall meet as determined by the board and at any other time at the call of the
6 board chairperson, who shall be elected by the members of the board. All members have equal voting
7 privileges.

8 (8) The board may appoint and fix the compensation of staff as necessary to carry out the op-
9 erations of the board.

10 (9) The board shall:

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

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

16 (c) Publish at least annually, and in a format or place determined by the board, final disciplinary
17 actions taken against physical therapists and physical therapist assistants and other information,
18 including rules, in order to guide physical therapists and physical therapist assistants regulated
19 pursuant to ORS 688.010 to 688.201.

20 **SECTION 5. The amendments to ORS 688.110 and 688.160 by sections 3 and 4 of this 2016**
21 **Act apply to applications for licenses and permits received by the Physical Therapist Li-**
22 **censing Board, and licenses and permits issued or renewed by the board, on or after the ef-**
23 **fective date of this 2016 Act.**

24 **SECTION 6. This 2016 Act being necessary for the immediate preservation of the public**
25 **peace, health and safety, an emergency is declared to exist, and this 2016 Act takes effect**
26 **on its passage.**

27