

1 AN ACT relating to physical therapists.

2 *Be it enacted by the General Assembly of the Commonwealth of Kentucky:*

3 ➔SECTION 1. A NEW SECTION OF KRS CHAPTER 327 IS CREATED TO  
4 READ AS FOLLOWS:

5 **PHYSICAL THERAPY LICENSURE COMPACT**

6 **SECTION 1. PURPOSE**

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

12 **This Compact is designed to achieve the following objectives:**

- 13 **1. Increase public access to physical therapy services by providing for the mutual**  
14 **recognition of other member state licenses;**
- 15 **2. Enhance the states' ability to protect the public's health and safety;**
- 16 **3. Encourage the cooperation of member states in regulating multistate physical**  
17 **therapy practice;**
- 18 **4. Support spouses of relocating military members;**
- 19 **5. Enhance the exchange of licensure, investigative, and disciplinary information**  
20 **between member states; and**
- 21 **6. Allow a remote state to hold a provider of services with a compact privilege in**  
22 **that state accountable to that state's practice standards.**

23 **SECTION 2. DEFINITIONS**

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

- 26 **1. "Active duty military" means full-time duty status in the active uniformed service**  
27 **of the United States, including members of the National Guard and Reserve on**

- 1       active duty orders pursuant to 10 U.S.C. secs. 1209 and 1211;
- 2       2. "Adverse action" means disciplinary action taken by a physical therapy licensing  
3       board based upon misconduct, unacceptable performance, or a combination of  
4       both;
- 5       3. "Alternative program" means a nondisciplinary monitoring or practice  
6       remediation process approved by a physical therapy licensing board. This  
7       includes but is not limited to substance abuse issues;
- 8       4. "Compact privilege" means the authorization granted by a remote state to allow  
9       a licensee from another member state to practice as a physical therapist or work  
10       as a physical therapist assistant in the remote state under its laws and rules. The  
11       practice of physical therapy occurs in the member state where the patient or client  
12       is located at the time of the patient or client encounter;
- 13       5. "Continuing competence" means a requirement, as a condition of license  
14       renewal, to provide evidence of participation in, completion of, or both  
15       participation in and completion of educational and professional activities  
16       relevant to practice or area of work;
- 17       6. "Data system" means a repository of information about licensees, including  
18       examination, licensure, investigative, compact privilege, and adverse action;
- 19       7. "Encumbered license" means a license that a physical therapy licensing board  
20       has limited in any way;
- 21       8. "Executive board" means a group of directors elected or appointed to act on  
22       behalf of, and within the powers granted to them by, the commission;
- 23       9. "Home state" means the member state that is the licensee's primary state of  
24       residence;
- 25       10. "Investigative information" means information, records, and documents received  
26       or generated by a physical therapy licensing board pursuant to an investigation;
- 27       11. "Jurisprudence requirement" means the assessment of an individual's

- 1       knowledge of the laws and rules governing the practice of physical therapy in a  
2       state;
- 3       12. "Licensee" means an individual who currently holds an authorization from the  
4       state to practice as a physical therapist or to work as a physical therapist  
5       assistant;
- 6       13. "Member state" means a state that has enacted the Compact;
- 7       14. "Party state" means any member state in which a licensee holds a current license  
8       or compact privilege or is applying for a license or compact privilege;
- 9       15. "Physical therapist" means an individual who is licensed by a state to practice  
10       physical therapy;
- 11       16. "Physical therapist assistant" means an individual who is licensed or certified by  
12       a state and who assists the physical therapist in selected components of physical  
13       therapy;
- 14       17. "Physical therapy," "physical therapy practice," and "the practice of physical  
15       therapy" mean the care and services provided by or under the direction and  
16       supervision of a licensed physical therapist;
- 17       18. "Physical Therapy Compact Commission" or "commission" means the national  
18       administrative body whose membership consists of all states that have enacted the  
19       Compact;
- 20       19. "Physical therapy licensing board" or "licensing board" means the agency of a  
21       state that is responsible for the licensing and regulation of physical therapists and  
22       physical therapist assistants;
- 23       20. "Remote state" means a member state other than the home state where a licensee  
24       is exercising or seeking to exercise the compact privilege;
- 25       21. "Rule" means a regulation, principle, or directive promulgated by the  
26       commission that has the force of law; and
- 27       22. "State" means any state, commonwealth, district, or territory of the United States

1 of America that regulates the practice of physical therapy.

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

3 **A. To participate in the Compact, a state shall:**

4 **1. Participate fully in the commission's data system, including using the**  
5 **commission's unique identifier as defined in rules;**

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

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

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

16 **5. Comply with the rules of the commission;**

17 **6. Utilize a recognized national examination as a requirement for licensure**  
18 **pursuant to the rules of the commission; and**

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

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

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

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

2 *SECTION 4. COMPACT PRIVILEGE*

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

5 *1. Hold a license in the home state;*

6 *2. Have no encumbrance on any state license;*

7 *3. Be eligible for a compact privilege in any member state in accordance with*  
8 *Section 4.D., G., and H. of this Compact;*

9 *4. Have not had any adverse action against any license or compact privilege*  
10 *within the previous two (2) years;*

11 *5. Notify the commission that the licensee is seeking the compact privilege*  
12 *within a remote state or states;*

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

14 *7. Meet any jurisprudence requirements established by the remote state or*  
15 *states in which the licensee is seeking a compact privilege; and*

16 *8. Report to the commission adverse action taken by any nonmember state*  
17 *within thirty (30) days from the date the adverse action is taken.*

18 *B. The compact privilege is valid until the expiration date of the home license. The*  
19 *licensee shall comply with the requirements of Section 4.A. of this Compact to*  
20 *maintain the compact privilege in the remote state.*

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

23 *D. A licensee providing physical therapy in a remote state is subject to that state's*  
24 *regulatory authority. A remote state may, in accordance with due process and*  
25 *that state's laws, enforce any one (1) or combination of the following:*

26 *1. Remove a licensee's compact privilege in the remote state for a specific*  
27 *period of time;*

1        2.    Impose fines; and

2        3.    Take any other necessary actions to protect the health and safety of its  
3                citizens.

4        The licensee is not eligible for a compact privilege in any state until the specific  
5        time for removal has passed and all fines are paid.

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

8                1.    The home state license is no longer encumbered; and

9                2.    Two (2) years have elapsed from the date of the adverse action.

10        F.    Once an encumbered license in the home state is restored to good standing, the  
11        licensee shall meet the requirements of Section 4.A. of this Compact to obtain a  
12        compact privilege in any remote state.

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

15                1.    The specific period of time for which the compact privilege was removed  
16                has ended;

17                2.    All fines have been paid; and

18                3.    Two (2) years have elapsed from the date of the adverse action.

19        H.    Once the requirements of Section 4.G. of this Compact have been met, the license  
20        shall meet the requirements in Section 4.A. of this Compact to obtain a compact  
21        privilege in a remote state.

22        SECTION 5. ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

23        A licensee who is active duty military or is the spouse of an individual who is active  
24        duty military may designate one (1) of the following as the home state:

25                A.    Home of record;

26                B.    Permanent Change of Station (PCS); or

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

1 **SECTION 6. ADVERSE ACTIONS**

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

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

7 **C. Nothing in this Compact shall override a member state's decision that**  
8 **participation in an alternative program may be used in lieu of adverse action and**  
9 **that this participation shall remain nonpublic if required by the member state's**  
10 **laws. Member states shall require licensees who enter any alternative programs**  
11 **in lieu of discipline to agree not to practice in any other member state during the**  
12 **term of the alternative program without prior authorization from that other**  
13 **member state.**

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

18 **E. A remote state may:**

19 **1. Take adverse actions as set forth in Section 4.D. of this Compact against a**  
20 **licensee's compact privilege in the state;**

21 **2. Issue subpoenas for the production of evidence and for hearings and**  
22 **investigations that require the attendance and testimony of witnesses.**  
23 **Subpoenas issued by a physical therapy licensing board in a party state for**  
24 **the production of evidence, the attendance and testimony of witnesses, or**  
25 **both from another party state shall be enforced in the latter state by any**  
26 **court of competent jurisdiction, according to the practice and procedure of**  
27 **that court applicable to subpoenas issued in proceedings pending before it.**

1 The issuing authority shall pay any witness fees, travel expenses, mileage,  
 2 and other fees required by the service statutes of the state where the  
 3 evidence, witnesses, or both are located; and

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

7 F. Joint Investigations

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

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

14 SECTION 7. ESTABLISHMENT OF THE PHYSICAL THERAPY COMPACT  
 15 COMMISSION

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

18 1. The commission is an instrumentality of the Compact states.

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

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

26 B. Membership, Voting, and Meetings

27 1. Each member state shall have and be limited to one (1) delegate selected by



- 1           that member state's licensing board.
- 2           2. The delegate shall be a current member of the licensing board, who is a  
3           physical therapist, physical therapist assistant, public member, or the board  
4           administrator.
- 5           3. Any delegate may be removed or suspended from office as provided by the  
6           law of the state from which the delegate is appointed.
- 7           4. The member state board shall fill any vacancy occurring in the commission.
- 8           5. Each delegate shall be entitled to one (1) vote with regard to the  
9           promulgation of rules and creation of bylaws and shall otherwise have an  
10           opportunity to participate in the business and affairs of the commission.
- 11           6. A delegate shall vote in person or by such other means as provided in the  
12           bylaws. The bylaws may provide for delegates' participation in meetings by  
13           telephone or other means of communication.
- 14           7. The commission shall meet at least once during each calendar year.  
15           Additional meetings shall be held as set forth in the bylaws.
- 16       C. The commission has the following powers and duties:
- 17           1. Establish the fiscal year of the commission;
- 18           2. Establish bylaws;
- 19           3. Maintain its financial records in accordance with the bylaws;
- 20           4. Meet and take any actions consistent with the provisions of this Compact  
21           and the bylaws;
- 22           5. Promulgate uniform rules to facilitate and coordinate implementation and  
23           administration of this Compact. The rules shall have the force of law and  
24           shall be binding in all member states;
- 25           6. Bring and prosecute legal proceedings or actions in the name of the  
26           commission, provided that the standing of any state physical therapy  
27           licensing board to sue or be sued under applicable law shall not be affected;

- 1        7. Purchase and maintain insurance and bonds;
- 2        8. Borrow, accept, or contract for services of personnel, including but not  
3            limited to employees of a member state;
- 4        9. Hire employees, elect or appoint officers, fix compensation, define duties,  
5            grant these individuals appropriate authority to carry out the purposes of  
6            the Compact, and establish the commission's personnel policies and  
7            programs relating to conflicts of interest, qualifications of personnel, and  
8            other related personnel matters;
- 9        10. Accept, receive, utilize, and dispose of any appropriate donations and grants  
10           of money, equipment, supplies, materials, and services. At all times the  
11           commission shall avoid any appearance of impropriety, conflict of interest,  
12           or both;
- 13        11. Lease, purchase, accept appropriate gifts or donations of, or otherwise own,  
14           hold, improve, or use any real, personal, or mixed property. At all times the  
15           commission shall avoid any appearance of impropriety;
- 16        12. Sell, convey, mortgage, pledge, lease, exchange, abandon, or otherwise  
17           dispose of any real, personal, or mixed property;
- 18        13. Establish a budget and make expenditures;
- 19        14. Borrow money;
- 20        15. Appoint committees, including standing committees composed of members,  
21           state regulators, state legislators or their representatives, consumer  
22           representatives, and any other interested persons as designated in this  
23           Compact and the bylaws;
- 24        16. Provide and receive information from, and cooperate with, law enforcement  
25           agencies;
- 26        17. Establish and elect an executive board; and
- 27        18. Perform any other necessary or appropriate functions to achieve the

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

3 D. The Executive Board

4 The executive board may act on behalf of the commission according to the terms  
5 of this Compact.

6 1. The executive board shall be composed of nine (9) members:

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

9 b. One (1) ex officio, nonvoting member from the recognized national  
10 physical therapy professional association; and

11 c. One (1) ex officio, nonvoting member from the recognized  
12 membership organization of the physical therapy licensing boards.

13 2. The ex officio members shall be selected by their respective organizations.

14 3. The commission may remove any member of the executive board as  
15 provided in bylaws.

16 4. The executive board shall meet at least once annually.

17 5. The executive board shall have the following duties and responsibilities:

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

22 b. Ensure Compact administration services are appropriately provided,  
23 contractual or otherwise;

24 c. Prepare and recommend the budget;

25 d. Maintain financial records on behalf of the commission;

26 e. Monitor Compact compliance of member states and provide  
27 compliance reports to the commission;

1 f. Establish additional committees as necessary; and

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

3 E. Meetings of the Commission

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

7 2. The commission, the executive board, or other committees of the  
8 commission may convene in a closed, nonpublic meeting if the commission,  
9 executive board, or other committees of the commission need to discuss:

10 a. Noncompliance of a member state with its obligations under the  
11 Compact;

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

15 c. Current, threatened, or reasonably anticipated litigation;

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

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

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

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

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

25 i. Disclosure of information related to any investigative reports prepared  
26 by, on behalf of, or for use of the commission or another committee  
27 charged with responsibility of investigation or determination of

1 compliance issues pursuant to the Compact; or  
2 j. Matters specifically exempted from disclosure by federal or member  
3 state statute.

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

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

15 F. Financing of the Commission

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

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

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

1 binding upon all member states.

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

6 5. The commission shall keep accurate accounts of all receipts and  
7 disbursements. The receipts and disbursements of the commission shall be  
8 subject to the audit and accounting procedures established under its bylaws.  
9 All receipts and disbursements of funds handled by the commission shall be  
10 audited yearly by a certified or licensed public accountant, and the report of  
11 the audit shall be included in and become part of the annual report of the  
12 commission.

13 G. Qualified Immunity, Defense, and Indemnification

14 1. The members, officers, executive director, employees, and representatives of  
15 the commission shall be immune from suit and liability, either personally or  
16 in their official capacity, for any claim for damage to or loss of property or  
17 personal injury or other civil liability caused by or arising out of any actual  
18 or alleged act, error, or omission that occurred, or that the person against  
19 whom the claim is made had a reasonable basis for believing occurred,  
20 within the scope of commission employment, duties, or responsibilities.  
21 Nothing in this paragraph shall be construed to protect any person from  
22 suit, liability, or both for any damage, loss, injury, or liability caused by the  
23 intentional, willful, or wanton misconduct of that person.

24 2. The commission shall defend any member, officer, executive director,  
25 employee, or representative of the commission in any civil action seeking to  
26 impose liability arising out of any actual or alleged act, error, or omission  
27 that occurred within the scope of commission employment, duties, or

1 responsibilities, or that the person against whom the claim is made had a  
2 reasonable basis for believing occurred within the scope of commission  
3 employment, duties, or responsibilities, if the actual or alleged act, error, or  
4 omission did not result from that person's intentional, willful, or wanton  
5 misconduct. Nothing in this paragraph shall be construed to prohibit that  
6 person from retaining his or her own counsel.

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

#### 16 SECTION 8. DATA SYSTEM

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

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

23 1. Identifying information;

24 2. Licensure data;

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

26 4. Nonconfidential information related to alternative program participation;

27 5. Any denial of application for licensure, and the reason or reasons for the

1           denial; and

2           6. Other information that may facilitate the administration of this Compact, as  
3           determined by the rules of the commission.

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

6           D. The commission shall promptly notify all member states of any adverse action  
7           taken against a licensee or an individual applying for a license. Adverse action  
8           information pertaining to a licensee in any member state shall be available to any  
9           other member state.

10          E. Member states contributing information to the data system may designate  
11          information that may not be shared with the public without the express  
12          permission of the contributing state.

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

16          SECTION 9. RULEMAKING

17          A. The commission shall exercise its rulemaking powers pursuant to the criteria set  
18          forth in this section and the rules adopted under this section. Rules and  
19          amendments shall become binding as of the date specified in each rule or  
20          amendment.

21          B. If a majority of the legislatures of the member states reject a rule within four (4)  
22          years of the date of adoption of the rule, by enactment of a statute or resolution in  
23          the same manner used to adopt the Compact, then the rule shall have no further  
24          effect in any member state.

25          C. Rules or amendments to the rules shall be adopted at a regular or special meeting  
26          of the commission.

27          D. Prior to promulgation and adoption of a final rule or rules by the commission,



1 and at least thirty (30) days in advance of the meeting at which the rule will be  
2 considered and voted upon, the commission shall file a Notice of Proposed  
3 Rulemaking:

- 4 1. On the Web site of the commission or other publicly accessible platform;  
5 and  
6 2. On the Web site of each member state physical therapy licensing board or  
7 other publicly accessible platform or the publication in which each state  
8 would otherwise publish proposed rules.

9 E. The Notice of Proposed Rulemaking shall include:

- 10 1. The proposed time, date, and location of the meeting in which the rule will  
11 be considered and voted upon;  
12 2. The text of the proposed rule or amendment and the reason for the  
13 proposed rule;  
14 3. A request for comments on the proposed rule from any interested person;  
15 and  
16 4. How interested persons may submit notice to the commission of their  
17 intention to attend the public hearing and submit any written comments.

18 F. Prior to adoption of a proposed rule, the commission shall allow persons to  
19 submit written data, facts, opinions, and arguments, which shall be made  
20 available to the public.

21 G. The commission shall grant an opportunity for a public hearing before it adopts a  
22 rule or amendment if a hearing is requested by:

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

26 H. If a hearing is held on the proposed rule or amendment, the commission shall  
27 publish the place, time, and date of the scheduled public hearing. If the hearing

1 is held via electronic means, the commission shall publish the mechanism for  
2 access to the electronic hearing.

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

7 2. Hearings shall be conducted in a manner providing each person who  
8 wishes to comment a fair and reasonable opportunity to comment orally or  
9 in writing.

10 3. All hearings shall be recorded. A copy of the recording shall be made  
11 available on request.

12 4. Nothing in this section shall be construed as requiring a separate hearing  
13 on each rule. Rules may be grouped for the convenience of the commission  
14 at hearings required by this section.

15 I. Following the scheduled hearing date, or by the close of business on the  
16 scheduled hearing date if the hearing was not held, the commission shall  
17 consider all written and oral comments received.

18 J. If no written notice of intent to attend the public hearing by interested parties is  
19 received, the commission may proceed with promulgation of the proposed rule  
20 without a public hearing.

21 K. The commission shall, by majority vote of all members, take final action on the  
22 proposed rule and shall determine the effective date of the rule, if any, based on  
23 the rulemaking record and the full text of the rule.

24 L. Upon determination that an emergency exists, the commission may consider and  
25 adopt an emergency rule without prior notice, opportunity for comment, or  
26 hearing, provided that the usual rulemaking procedures provided in the Compact  
27 and in this section shall be retroactively applied to the rule as soon as reasonably

1 possible, in no event later than ninety (90) days after the effective date of the rule.

2 For the purposes of this provision, an emergency rule is one that requires  
3 immediate adoption in order to:

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

5 2. Prevent a loss of commission or member state funds;

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

8 4. Protect public health and safety.

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

## 20 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

### 21 A. Oversight

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

27 2. All courts shall take judicial notice of the Compact and the rules in any

1 judicial or administrative proceeding in a member state pertaining to the  
2 subject matter of this Compact that may affect the powers, responsibilities  
3 or actions of the commission.

4 3. The commission shall be entitled to receive service of process in any judicial  
5 or administrative proceeding relating to this Compact, and shall have  
6 standing to intervene for all purposes in any judicial or administrative  
7 proceeding relating to this Compact. Failure to provide service of process to  
8 the commission shall render a judgment or order void as to the commission,  
9 this Compact, or promulgated rules.

10 B. Default, Technical Assistance, and Termination

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

14 a. Provide written notice to the defaulting state and other member states  
15 regarding any one (1) or any combination of the following: the nature  
16 of the default, the proposed means of curing the default, and any other  
17 action to be taken by the commission; and

18 b. Provide remedial training and specific technical assistance regarding  
19 the default.

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

26 3. Termination of membership in the Compact shall be imposed only after all  
27 other means of securing compliance have been exhausted. Notice of intent

1 to suspend or terminate shall be given by the commission to the governor,  
2 the majority and minority leaders of the defaulting state's legislature, and  
3 each of the member states.

4 4. A state that has been terminated is responsible for all assessments,  
5 obligations, and liabilities incurred through the effective date of  
6 termination, including obligations that extend beyond the effective date of  
7 termination.

8 5. The commission shall not bear any costs related to a state that is found to be  
9 in default or that has been terminated from the Compact, unless agreed  
10 upon in writing between the commission and the defaulting state.

11 6. The defaulting state may appeal the action of the commission by petitioning  
12 the United States District Court for the District of Columbia or the federal  
13 district where the commission has its principal offices. The prevailing  
14 member shall be awarded all costs of this litigation, including reasonable  
15 attorney's fees.

16 C. Dispute Resolution

17 1. Upon request by a member state, the commission shall attempt to resolve  
18 disputes related to the Compact that arise among member states and  
19 between member and nonmember states.

20 2. The commission shall promulgate a rule providing for both mediation and  
21 binding dispute resolution for disputes as appropriate.

22 D. Enforcement

23 1. The commission, in the reasonable exercise of its discretion, shall enforce  
24 the provisions and rules of this Compact.

25 2. By majority vote, the commission may initiate legal action in the United  
26 States District Court for the District of Columbia or the federal district  
27 where the commission has its principal offices against a member state in

1 default to enforce compliance with the provisions of the Compact and its  
2 promulgated rules and bylaws. The relief sought may include both  
3 injunctive relief and damages. In the event judicial enforcement is  
4 necessary, the prevailing member shall be awarded all costs of the litigation,  
5 including reasonable attorney's fees.

6 3. The remedies authorized under this section shall not be the exclusive  
7 remedies of the commission. The commission may pursue any other  
8 remedies available under federal or state law.

9 SECTION 11. DATE OF IMPLEMENTATION OF THE INTERSTATE  
10 COMMISSION FOR PHYSICAL THERAPY PRACTICE AND ASSOCIATED  
11 RULES, WITHDRAWAL, AND AMENDMENT

12 A. The Compact shall come into effect on the date on which the Compact statute is  
13 enacted into law in the tenth member state. The provisions, which become  
14 effective at that time, shall be limited to the powers granted to the commission  
15 relating to assembly and the promulgation of rules. Thereafter, the commission  
16 shall meet and exercise rulemaking powers necessary to the implementation and  
17 administration of the Compact.

18 B. Any state that joins the Compact subsequent to the commission's initial adoption  
19 of the rules shall be subject to the rules as they exist on the date on which the  
20 Compact becomes law in that state. Any rule that has been previously adopted by  
21 the commission shall have the full force of law on the day the Compact becomes  
22 law in that state.

23 C. Any member state may withdraw from this Compact by enacting a statute  
24 repealing the Compact.

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

27 2. Withdrawal shall not affect the continuing requirement of the withdrawing

1           state's physical therapy licensing board to comply with the investigative and  
2           adverse action reporting requirements of this Compact prior to the effective  
3           date of withdrawal.

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

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

#### 11     SECTION 12. APPLICABILITY TO KENTUCKY STATE GOVERNMENT

12     In order to clarify the effect of certain provisions of this Compact and to ensure that  
13     the rights and responsibilities of the various branches of government are maintained,  
14     the following shall be in effect in this state:

15     A. By entering into this Compact, this state authorizes the licensing board as defined  
16           in Section 2.19, of this Compact and as created by KRS Chapter 327 to implement  
17           the provisions of this Compact.

18     B. Notwithstanding any provision of this Compact to the contrary:

19         1. When a rule is adopted pursuant to Section 9 of this Compact, the licensing  
20           board of this state as defined by Section 2.19, of this Compact shall have  
21           sixty (60) days to review the rule for the purpose of filing the rule as an  
22           emergency administrative regulation pursuant to KRS 13A.190 and for  
23           filing the rule as an accompanying ordinary administrative regulation,  
24           following the requirements of KRS Chapter 13A. Failure by the licensing  
25           board of this state as defined by Section 2.19, of this Compact to promulgate  
26           a rule adopted by the Physical Therapy Compact Commission as an  
27           administrative regulation pursuant to KRS Chapter 13A shall result in the

1 initiation of the process for withdrawal as set forth in Section 11 of this  
2 Compact. Nothing in these provisions shall negate the applicability and  
3 effect of Section 9.K. of this Compact to this state.

4 2. If the proposed administrative regulation is found deficient and the  
5 deficiency is not resolved pursuant to KRS 13A.330 or 13A.335, the  
6 provisions of Section 10 of this Compact shall apply. If the procedures  
7 under Section 10 of this Compact fail to resolve an issue, the provisions of  
8 Section 11 of this Compact shall apply.

9 3. If the Physical Therapy Compact Commission created by Section 7 of this  
10 Compact exercises its rulemaking authority in a manner that is beyond the  
11 scope of the purposes of this Compact, or the powers granted under this  
12 Compact, then such an action by the Commission shall be invalid and have  
13 no force or effect.

14 C. Section 7.F. of this Compact pertaining to the financing of the Commission shall  
15 not be interpreted to obligate the general fund of this state. Any funds used to  
16 finance this Compact shall be from money collected pursuant to KRS 327.080.

17 D. This Compact shall apply only to those physical therapists or physical therapist  
18 assistants who practice or work under a compact privilege.

### 19 SECTION 13. CONSTRUCTION AND SEVERABILITY

20 This Compact shall be liberally construed so as to effectuate its purposes. The  
21 provisions of this Compact shall be severable, and if any phrase, clause, sentence, or  
22 provision of this Compact is declared to be contrary to the constitution of any party  
23 state or of the United States, or the Compact's applicability to any government, agency,  
24 person, or circumstance is held invalid, it shall not affect the validity of the remainder  
25 of this Compact and its applicability to any government, agency, person, or  
26 circumstance. If this Compact is held contrary to the constitution of any party state, the  
27 Compact shall remain in full effect as to the remaining party states, and shall remain



1 *in full effect in the affected party state as to all severable matters.*

2       ➔SECTION 2. A NEW SECTION OF KRS CHAPTER 327 IS CREATED TO  
3 READ AS FOLLOWS:

4 *Notwithstanding any statutory provision to the contrary, any physical therapist or*  
5 *physical therapist assistant holding a valid, unencumbered license or certificate to*  
6 *practice or work in another state may practice or work in the Commonwealth of*  
7 *Kentucky under a compact privilege if the person otherwise meets the requirements of*  
8 *Section 1 of this Act.*

9       ➔SECTION 3. A NEW SECTION OF KRS CHAPTER 327 IS CREATED TO  
10 READ AS FOLLOWS:

11 *For any criminal background check required by Section 1 of this Act, an applicant*  
12 *shall submit to a nationwide criminal background investigation by means of a*  
13 *fingerprint check by the Department of Kentucky State Police and Federal Bureau of*  
14 *Investigation at the applicant's expense. The results of the national and state criminal*  
15 *background check shall be sent to the board by the Department of Kentucky State*  
16 *Police.*

17       ➔Section 4. KRS 327.020 is amended to read as follows:

18 (1) No person shall practice or hold himself *or herself* out as being able to practice  
19 physical therapy~~[in any manner whatsoever]~~ unless *the person*:~~[he]~~

20       *(a) 1.* Meets the educational requirements of this chapter;~~[,]~~

21       *2.* Is licensed in accordance with the provisions of this chapter;~~[, he]~~

22       *3.* Is in good standing with the board; and

23       *4.* *Holds a*~~[his]~~ license *that* is not suspended or revoked; *or*

24       *(b) Is eligible to practice or work through a compact privilege granted under*  
25 *Section 1 of this Act.*

26 *(2)* ~~[Provided, however, that ]~~Nothing contained in this chapter shall prohibit any  
27 person licensed in this state under any other law from engaging in the practice for

1 which ~~that~~<sup>such</sup> person is duly licensed. Nothing contained in this chapter shall  
2 prohibit routine and restorative services performed by personnel employed by  
3 hospitals, physicians, or licensed health care facilities as relates to physical  
4 therapists. This chapter does not preclude certified occupational therapists,  
5 respiratory technicians, or respiratory therapists from practicing as defined in the  
6 United States Department of Health, Education and Welfare, Public Health Service,  
7 Health Resources Administration, Bureau of Health Manpower, DHEW publication  
8 No. (HRA) 80-28, "A Report On Allied Health Personnel." ~~Provided further that~~  
9 ~~Persons~~ regularly employed by the United States shall be exempted from the  
10 provisions of this chapter while engaged in ~~this~~<sup>such</sup> employment.

11 ~~(3)~~<sup>(2)</sup> A licensed physical therapist may hold himself *or herself* out as a "physical  
12 therapist" or "licensed physical therapist" and may use the abbreviations "P.T." or  
13 "L.P.T." as a part of or immediately following *the physical therapist's*<sup>his</sup> name, in  
14 connection with his *or her* profession.

15 ~~(4)~~<sup>(3)</sup> It shall be unlawful for any person, or for any business entity, its employees,  
16 agents, or representatives to use in connection with *the person or entity's*<sup>his or its</sup>  
17 name or business activity the words "physical therapy," "physical therapist,"  
18 "physiotherapy," "physiotherapist," "registered physical therapist," the letters "P.T.,"  
19 "L.P.T.," or any other words, letters, abbreviations, or insignia indicating or  
20 implying directly or indirectly that physical therapy is provided or supplied or to bill  
21 for physical therapy unless ~~that~~<sup>such</sup> physical therapy is provided by or under the  
22 supervision of a physical therapist licensed and practicing in accordance with this  
23 chapter.

24 ~~(5)~~<sup>(4)</sup> The provisions of *subsections*<sup>subsection</sup> (1), ~~(2)~~, and ~~(4)~~<sup>(3)</sup> of this section  
25 shall not apply to volunteer health practitioners providing services under KRS  
26 39A.350 to 39A.366.