THE
PHYSICAL THERAPY LICENSURE COMPACT

A LEGISLATIVE GUIDE

IN PARTNERSHIP WITH
TABLE OF CONTENTS

HISTORY, BACKGROUND, AND TIMELINE.....2

MODEL COMPACT LEGISLATION...................5

PHYSICAL THERAPY LICENSURE COMPACT IN PRACTICE WITH THERAPIST SEAN ........33

PHYSICAL THERAPY LICENSURE COMPACT FREQUENTLY ASKED QUESTIONS........36

PHYSICAL THERAPY LICENSURE COMPACT 101: FREQUENTLY ASKED QUESTIONS.......38

PHYSICAL THERAPY LICENSURE COMPACT DEFINITIONS.............................................48

ABOUT OUR TEAM ..............................................50
PHYSICAL THERAPY LICENSURE COMPACT

HISTORY, BACKGROUND, & TIMELINE
HISTORY AND BACKGROUND

The issue of licensure compacts and portability in physical therapy was brought to the attention of the members of the Federation of State Boards of Physical Therapy (FSBPT) at their 2010 annual meeting with Delegate Assembly motion {DEL-10-05} directing the Federation Board of Directors "to explore the feasibility of establishing a multistate compact for physical therapy licensure..." Although not a formal motion, in 2011 the Delegate Assembly requested that FSBPT continue to research this topic and any results be communicated to the Assembly. The FSBPT Ethics and Legislative Committee then began exploring the topic of licensure portability, options for improved professional mobility within physical therapy, and potential licensure models. Meanwhile at the 2014 APTA House of Delegates Meeting, APTA adopted a position supporting licensure portability models including an interstate compact for physical therapy.

In 2014 FSBPT created a task force on exploring the feasibility of an interstate licensure compact for physical therapy. The task force consisted of stakeholders from across the country and included APTA staff and a representative from the APTA Board of Directors. The task force met twice in 2014 and was able to use the experience of other professions who either had developed or were in the process of developing a compact: The National Council of State Boards of Nursing (NCSBN), the Federation of State Medical Boards (FSMB), and the National Association of State EMS Officials (NASEMSO).

The task force recommended that FSBPT move forward with the development of a compact. As a result, FSBPT, in coordination with the Council of State Governments' National Center for Interstate Compacts (CSG), appointed a "drafting team" composed of stakeholders, including, APTA that began the process of formulating the language for an interstate compact agreement that would then be utilized by states via legislation to create an interstate compact for the PT profession.

The model legislation that was approved by the drafting team was then presented to the membership of FSBPT and APTA and approved. That model legislation is now in the hands of legislators across the nation, ready for legislative consideration.
Timeline

2010  Membership Raises Concerns Regarding
      • Access to care and
      • Licensure portability

2010–2013  Organizations Explored Various Options

2014  Began Development of Compact
      • Advisory Task Force
      • Drafting Team

2015  Adoption of Final Model Language
      Education and Outreach to Membership

2016  Introduction of Compact Language to
      Legislatures
Physical Therapy Licensure Compact

Model Compact Legislation
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 the United States, including members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. Section 1209 and 1211.
2. **“Adverse action”** means disciplinary action taken by a physical therapy licensing board based upon misconduct, unacceptable performance, or a combination of both.

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

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

5. **“Continuing competence”** means a requirement, as a condition of license renewal, to provide evidence of participation in, and/or completion of, educational and professional activities relevant to practice or area of work.

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

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

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

9. **“Home state”** means the member state that is the licensee’s primary state of residence.

10. **“Investigative information”** means information, records, and documents received or generated by a physical therapy licensing board pursuant to an investigation.
11. **Jurisprudence requirement** means the assessment of an individual’s knowledge of the laws and rules governing the practice of physical therapy in a state.

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

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

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

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

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

17. **Physical therapy,** **physical therapy practice,** and **the practice of physical therapy** mean the care and services provided by or under the direction and supervision of a licensed physical therapist.

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

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

20. **Remote state** means a member state other than the home state, where a licensee is exercising or seeking to exercise the compact privilege.
21. “Rule” means a regulation, principle, or directive promulgated by the Commission
that has the force of law.

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

SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

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

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

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

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

5. Comply with the rules of the Commission;

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

7. Have continuing competence requirements as a condition for license
   renewal.
B. Upon adoption of this statute, the member state shall have the authority to obtain biometric-based information from each physical therapy licensure applicant and submit this information to the Federal Bureau of Investigation for a criminal background check in accordance with 28 U.S.C. §534 and 42 U.S.C. §14616.

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

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

SECTION 4. COMPACT PRIVILEGE

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

1. Hold a license in the home state;

2. Have no encumbrance on any state license;

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

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

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

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

7. Meet any jurisprudence requirements established by the remote state(s) in which the licensee is seeking a compact privilege; and
8. Report to the Commission adverse action taken by any non-member state within 30 days from the date the adverse action is taken.

B. The compact privilege is valid until the expiration date of the home license. The licensee must comply with the requirements of Section 4A to maintain the compact privilege in the remote state.

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

D. A licensee providing physical therapy in a remote state is subject to that state’s regulatory authority. A remote state may, in accordance with due process and that state’s laws, remove a licensee’s compact privilege in the remote state for a specific period of time, impose fines, and/or take any other necessary actions to protect the health and safety of its citizens. The licensee is not eligible for a compact privilege in any state until the specific time for removal has passed and all fines are paid.

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

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

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

G. If a licensee’s compact privilege in any remote state is removed, the individual shall lose the compact privilege in any remote state until the following occur:
1. The specific period of time for which the compact privilege was removed has ended;
2. All fines have been paid; and
3. Two years have elapsed from the date of the adverse action.

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

SECTION 5. ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

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

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

SECTION 6. ADVERSE ACTIONS

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

B. A home state may take adverse action based on the investigative information of a

C. Nothing in this Compact shall override a member state’s decision that participation in an alternative program may be used in lieu of adverse action and that such participation shall remain non-public if required by the member state’s laws. Member states must require licensees who enter any alternative programs in lieu of discipline to agree not to practice in any other member state during the term of the alternative program without prior authorization from such other member state.
D. Any member state may investigate actual or alleged violations of the statutes and rules authorizing the practice of physical therapy in any other member state in which a physical therapist or physical therapist assistant holds a license or compact privilege.

E. A remote state shall have the authority to:

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

2. Issue subpoenas for both hearings and investigations that require the attendance and testimony of witnesses, and the production of 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. Establish the fiscal year of the Commission;

2. Establish bylaws;

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

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

5. Promulgate uniform rules to facilitate and coordinate implementation and administration of this Compact. The rules shall have the force and effect of law and shall be binding in all member states;

6. Bring and prosecute legal proceedings or actions in the name of the Commission, provided that the standing of any state physical therapy
licensing board to sue or be sued under applicable law shall not be affected;

7. Purchase and maintain insurance and bonds;

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

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

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

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

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

13. Establish a budget and make expenditures;

14. Borrow money;
15. Appoint committees, including standing committees comprising of members, state regulators, state legislators or their representatives, and consumer representatives, and such other interested persons as may be designated in this Compact and the bylaws;

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

17. Establish and elect an Executive Board; and

18. Perform such other functions as may be necessary or appropriate to achieve the purposes of this Compact consistent with the state regulation of physical therapy licensure 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:
   a. Seven voting members who are elected by the Commission from the current membership of the Commission;
   b. One ex-officio, nonvoting member from the recognized national physical therapy professional association; and
   c. One ex-officio, nonvoting member from the recognized membership organization of the physical therapy licensing boards.

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

3. The Commission may remove any member of the Executive Board as provided in bylaws.
4. The Executive Board shall meet at least annually.

5. The Executive Board shall have the following duties and responsibilities:
   a. Recommend to the entire Commission changes to the rules or bylaws, changes to this Compact legislation, fees paid by Compact member states such as annual dues, and any commission Compact fee charged to licensees for the compact privilege;
   b. Ensure Compact administration services are appropriately provided, contractual or otherwise;
   c. Prepare and recommend the budget;
   d. Maintain financial records on behalf of the Commission;
   e. Monitor Compact compliance of member states and provide compliance reports to the Commission;
   f. Establish additional committees as necessary; and
   g. Other duties as provided in rules or bylaws.

E. Meetings of the Commission

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

2. The Commission or the Executive Board or other committees of the Commission may convene in a closed, non-public meeting if the Commission or Executive Board or other committees of the Commission must discuss:
a. Non-compliance of a member state with its obligations under the Compact;

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

c. Current, threatened, or reasonably anticipated litigation;

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

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

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

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

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

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

j. Matters specifically exempted from disclosure by federal or member state statute.
3. If a meeting, or portion of a meeting, is closed pursuant to this provision, the Commission’s legal counsel or designee shall certify that the meeting may be closed and shall reference each relevant exempting provision.

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

F. Financing of the Commission

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

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

3. The Commission may levy on and collect an annual assessment from each member state or impose fees on other parties to cover the cost of the operations and activities of the Commission and its staff, which must be in a total amount sufficient to cover its annual budget as approved each year for which revenue is not provided by other sources. The aggregate annual assessment amount shall be allocated based upon a formula to be
determined by the Commission, which shall promulgate a rule binding
upon all member states.
4. The Commission shall not incur obligations of any kind prior to securing
the funds adequate to meet the same; nor shall the Commission pledge the
credit of any of the member states, except by and with the authority of the
member state.
5. The Commission shall keep accurate accounts of all receipts and
disbursements. The receipts and disbursements of the Commission shall be
subject to the audit and accounting procedures established under its
bylaws. However, all receipts and disbursements of funds handled by the
Commission shall be audited yearly by a certified or licensed public
accountant, and the report of the audit shall be included in and become
part of the annual report of the Commission.
G. Qualified Immunity, Defense, and Indemnification
1. The members, officers, executive director, employees and representatives
of the Commission shall be immune from suit and liability, either
personally or in their official capacity, for any claim for damage to or loss
of property or personal injury or other civil liability caused by or arising
out of any actual or alleged act, error or omission that occurred, or that the
person against whom the claim is made had a reasonable basis for
believing occurred within the scope of Commission employment, duties or
responsibilities; provided that nothing in this paragraph shall be construed
to protect any such person from suit and/or liability for any damage, loss,
injury, or liability caused by the intentional or willful or wanton misconduct of that person.

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

3. The Commission shall indemnify and hold harmless any member, officer, executive director, employee, or representative of the Commission for the amount of any settlement or judgment obtained against that person arising out of any actual or alleged act, error or omission that occurred within the scope of Commission employment, duties, or responsibilities, or that such person had a reasonable basis for believing occurred within the scope of Commission employment, duties, or responsibilities, provided that the actual or alleged act, error, or omission did not result from the intentional or willful or wanton misconduct of that person.
SECTION 8. DATA SYSTEM

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

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

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

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

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

E. Member states contributing information to the data system may designate information that may not be shared with the public without the express permission of the contributing state.
F. Any information submitted to the data system that is subsequently required to be expunged by the laws of the member state contributing the information shall be removed from the data system.

SECTION 9. RULEMAKING

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

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

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

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

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

   and

2. On the website of each member state physical therapy licensing board or other publicly accessible platform or the publication in which each state would otherwise publish proposed rules.

E. The Notice of Proposed Rulemaking shall include:
1. The proposed time, date, and location of the meeting in which the rule will
   be considered and voted upon;

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

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

   and

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

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

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

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

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

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

H. If a hearing is held on the proposed rule or amendment, the Commission shall
   publish the place, time, and date of the scheduled public hearing. If the hearing is held via
   electronic means, the Commission shall publish the mechanism for access to the electronic
   hearing.

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

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

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

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

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

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

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

L. Upon determination that an emergency exists, the Commission may consider and
adopt an emergency rule without prior notice, opportunity for comment, or hearing, provided that
the usual rulemaking procedures provided in the Compact and in this section shall be
retroactively applied to the rule as soon as reasonably possible, in no event later than ninety (90)
days after the effective date of the rule. For the purposes of this provision, an emergency rule is one that must be adopted immediately in order to:

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

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

SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

A. Oversight

1. The executive, legislative, and judicial branches of state government in each member state shall enforce this Compact and take all actions necessary and appropriate to effectuate the Compact’s purposes and intent. The provisions of this Compact and the rules promulgated hereunder shall have standing as statutory law.
2. All courts shall take judicial notice of the Compact and the rules in any judicial or administrative proceeding in a member state pertaining to the subject matter of this Compact which may affect the powers, responsibilities or actions of the Commission.

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

B. Default, Technical Assistance, and Termination

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

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

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

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

3. Termination of membership in the Compact shall be imposed only after all other means of securing compliance have been exhausted. Notice of intent to suspend or terminate shall be given by the Commission to the governor, the majority and minority leaders of the defaulting state’s legislature, and each of the member states.

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

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

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

C. Dispute Resolution

1. Upon request by a member state, the Commission shall attempt to resolve disputes related to the Compact that arise among member states and between member and non-member states.
2. The Commission shall promulgate a rule providing for both mediation and binding dispute resolution for disputes as appropriate.

D. Enforcement

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

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

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

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

A. The Compact shall come into effect on the date on which the Compact statute is enacted into law in the tenth member state. The provisions, which become effective at that time, shall be limited to the powers granted to the Commission relating to assembly and the promulgation of rules. Thereafter, the Commission shall meet and exercise rulemaking powers necessary to the implementation and administration of the Compact.
B. Any state that joins the Compact subsequent to the Commission’s initial adoption of the rules shall be subject to the rules as they exist on the date on which the Compact becomes law in that state. Any rule that has been previously adopted by the Commission shall have the full force and effect of law on the day the Compact becomes law in that state.

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

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

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

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

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

SECTION 12. CONSTRUCTION AND SEVERABILITY

This Compact shall be liberally construed so as to effectuate the purposes thereof. The provisions of this Compact shall be severable and if any phrase, clause, sentence or provision of this Compact is declared to be contrary to the constitution of any party state or of the United States or the applicability thereof to any government, agency, person or circumstance is held
invalid, the validity of the remainder of this Compact and the applicability thereof to any
government, agency, person or circumstance shall not be affected thereby. If this Compact shall
be held contrary to the constitution of any party state, the Compact shall remain in full force and
effect as to the remaining party states and in full force and effect as to the party state affected as
to all severable matters.
Get the Party Started!

State X (or state)
- Continuing Competence requirements
- Criminal Background Checks
- Full participation in database
- Use NPTE

Adoption

9 Member States

Compact Commission:
- Has complete licensure and disciplinary database

Remote State Y

Compact commission
- Assures eligibility
- Remits any fees to state Y
- Notifies state Y

Therapist Sean

Home State X
Sean must have
- primary residence in home state
- no encumbered licenses
- no disciplinary action within the last 2 years
- met any jurisprudence requirement of state Y

Pays fee(s): Commission & state
WHAT HAPPENS IF THERAPIST SEAN “MESSES UP”?

• Home state can only take action against the home state license
• Remote state can only take action against compact privilege in that state
• The compact allows for the sharing of disciplinary information
• Any discipline against a license or compact privilege removes all compact privileges until both have occurred:
  a. Two (2) years have passed since the board took final action and
  b. Any encumbrances have been removed
• Sharing of information in all party states
• If Sean loses compact privileges, (s)he still maintains the option to attempt to get a license through the traditional state-by-state means.

•
PHYSICAL THERAPY LICENSURE COMPACT

FAQ

FREQUENTLY ASKED QUESTIONS
FREQUENTLY ASKED QUESTIONS

WHAT GROUPS FORMED THE COMPACT ADVISORY TASK FORCE?
Physical Therapists, Physical Therapist Assistants, Public members, Administrators, a State Senator who is also a Physical Therapist, American Physical Therapy Association Board of Directors & Staff, American Physical Therapy Health Policy and Administration Section, Council of State Governments (CSG) Consultants, and Federation of State Boards of Physical Therapy Board of Directors & Staff

WHAT MODEL FOR A COMPACT DID THE TASK FORCE RECOMMEND?
The Advisory Task Force recommended the following model:

The licensee participant must: hold one valid, current, unrestricted license in his or her primary state of residence; notify any remote states in which s/he will be practicing; and the notification by the licensee participant and the payment of a fee (if required) gives the “Privilege to Practice” in the remote state

WILL THE COMPACT BE DEVELOPED FOR BOTH PHYSICAL THERAPISTS AND PHYSICAL THERAPIST ASSISTANTS?
Yes.

DOES THE COMPACT LANGUAGE CONFORM TO STATE CONSTITUTIONAL LANGUAGE?
The compact language was drafted with an understanding of state constitutional requirements common to most state constitutions such as separation of powers, delegation of power, and debt limitations. The validity of the state authority to enter into compacts and delegate authority to an interstate agency was specifically recognized and unanimously upheld by the U.S. Supreme Court in *West Virginia vs. Sims*, 341 U.S. 22 (1951).
Physical Therapy Licensure Compact

Frequently Asked Questions

Compacts 101
Understanding Compacts, History of Compacts, and Frequently Asked Questions
As state governments increasingly face similar policy problems that rarely end at a state’s borders, the search for effective policy responses often does.

One weapon in the states’ arsenal is the interstate compact – an historic cooperative tool allowing states to work together to solve their mutual policy dilemmas while reinforcing the role of the states in tackling regional and national issues.

As states struggle with emerging policy issues such as prescription drug pricing, increased energy production and distribution, refined and updated tax systems and the refurbishment of an aging infrastructure, the interstate compact may well prove to be the answer to these and other policy questions.

**THE NATURE OF INTERSTATE COMPACTS**

Compacts are simply formal agreements between two or more states that bind them to the compacts’ provisions, just as a contract binds two or more parties in a business deal. As such, compacts are subject to the principles of contract law and are protected by the constitution’s prohibition against laws that impair the obligations of contracts.

That means that compacting states are bound to observe the terms of their agreements, even if those terms are inconsistent with other state laws. In short, compacts between states are somewhat like treaties between nations. Compacts have the force and effect of statutory law and take precedence over conflicting state laws, regardless of when those laws are enacted.

Unlike treaties, however, compacts are not dependent solely upon the good will of the parties. Once enacted, compacts may not be unilaterally renounced by a member state, except as provided by the compacts themselves. Moreover, Congress and the courts can compel compliance with the terms of interstate compacts. That’s why compacts are considered one of the most effective means of ensuring interstate cooperation.
**HISTORY OF INTERSTATE COMPACTS**

The purpose of compacts ranges from implementing common laws to exchanging information about similar problems. They apply to everything from conservation and resource management to civil defense, emergency management, law enforcement, transportation, and taxes. Other compact subjects include education, energy, mental health, workers compensation and low-level radioactive waste.

Some compacts authorize the establishment of multistate regulatory bodies. The first and most famous of these is the New York-New Jersey Port Authority, which arose from a 1921 compact between the two states. But other agreements are simply intended to establish uniform regulations without creating new agencies.

In recent years, compacts have grown in scope and number. Today, many are designed for regional or national participation, whereas the compacts of old were usually bi-state agreements.

Recent efforts include the *Emergency Management Assistance Compact*, the *Interstate Compact on Industrialized/Modular Buildings*, *Interstate Insurance Receivership Compact*, and several low-level radioactive waste compacts, which were mandated by Congress.

Other examples of compact activity include the revision of existing interstate agreements; updating agreements that maintain relevance, but which require a modernization of their structures. Recent examples include the Interstate Compact for Adult Offender Supervision, the Interstate Compact for Juveniles, and the Interstate Compact for the Placement of Children.
WHAT IS AN INTERSTATE COMPACT?

Interstate compacts are contracts between two or more states creating an agreement on a particular policy issue, adopting a certain standard or cooperating on regional or national matters.

Interstate compacts are the most powerful, durable, and adaptive tools for ensuring cooperative action among the states. Unlike federally imposed mandates that often dictate unfunded and rigid requirements, interstate compacts provide a state-developed structure for collaborative and dynamic action, while building consensus among the states.

The very nature of an interstate compact makes it an ideal tool to meet the demand for cooperative state action: developing and enforcing stringent standards, while providing an adaptive structure that, under a modern compact framework, can evolve to meet new and increased demands over time.

General purposes for creating an interstate compact include:

- Establish a formal, legal relationship among states to address common problems or promote a common agenda.
- Create independent, multi-state governmental authorities (e.g., commissions) that can address issues more effectively than a state agency acting independently, or when no state has the authority to act unilaterally.
- Establish uniform guidelines, standards, or procedures for agencies in the compact’s member states.
- Create economies of scale to reduce administrative and other costs.
- Respond to national priorities in consultation or in partnership with the federal government.
- Retain state sovereignty in matters traditionally reserved for the states.
- Settle interstate disputes.
**How Prevalent Are Interstate Compacts?**

More than 200 interstate compacts exist today. On average, a state belongs to 25 interstate compacts.

There are 22 compacts that are national in scope, several with 35 or more member states and independent administrative commissions. More than 30 compacts are regional in scope, with 8 or more member states.

**What Types of Interstate Compacts Exist?**

Although there are many types of interstate compacts, they can generally be divided into three camps:

**a) Border Compacts:** agreements between two or more states that establish or alter the boundaries of a state. Once adopted by the states and approved by Congress, such compacts permanently alter the boundaries of the state and can only be undone by a subsequent compact approved by Congress or the repeal of the compact with Congress’s approval. *Examples include the Virginia-Tennessee Boundary Agreement of 1803, Arizona-California Boundary Compact of 1963, Missouri-Nebraska Compact of 1990, and the Virginia-West Virginia Boundary Compact of 1998.*

**b) Advisory Compacts:** agreements between two or more states that create study commissions. The purpose of the commission is to examine a problem and report to the respective states on their findings. Such compacts do not result in any change in the state’s boundaries nor do they create ongoing administrative agencies with regulatory authority.

**c) Regulatory Compacts:** broadest and largest category of interstate compacts may be called “regulatory” or “administrative” compacts. Such compacts are a development of the 20th century and embrace wide-ranging topics including regional planning and development, crime control, agriculture, flood control, water resource management, education, mental health, juvenile delinquency, child support, and so forth. Regulatory compacts create ongoing administrative agencies whose rules and regulations may be binding on the states to the extent authorized by the compact. Many regulatory compacts require
congressional consent to be effective because they regulate areas that impact one of congress’s enumerated powers, such as interstate commerce, navigable streams, and extradition.

WHAT ARE THE ADVANTAGES OF AN INTERSTATE COMPACT?

Interstate compacts represent an opportunity for multistate cooperation, reinforcing state sovereignty and avoiding federal intervention.

The emergence of broad public policy issues that ignore state boundaries and the principles of federalism have presented new governing challenges to both state and federal authorities. Complex regional and national problems have shown little respect for the dual lines of federalism or the geographical boundaries of states. Thus, interstate compacts have reemerged not only as devices for adjusting interstate relations but also for governing the nation.

Interstate compacts provide an effective solution in addressing suprastate problems. Compacts enable the states – in their sovereign capacity – to act jointly and collectively, generally outside the confines of the federal legislative or regulatory process while respecting the view of Congress on the appropriateness of joint action. Interstate compacts can effectively preempt federal interference into matters that are traditionally within the purview of the states and yet which have regional or national implications.

Unlike federal actions that impose unilateral, rigid mandates, compacts afford states the opportunity to develop dynamic, self regulatory systems over which the party states can maintain control through a coordinated legislative and administrative process. Compacts enable the states to develop adaptive structures that can evolve to meet new and increased challenges that naturally arise over time.

WHAT ARE THE DISADVANTAGES OF AN INTERSTATE COMPACT?

Interstate compacts may often require a great deal of time to both develop and implement. While recent interstate compact efforts have met with success in a matter of a few years, some interstate compacts have required decades to reach critical mass.

Further, the ceding of traditional state sovereignty, particularly as required by several modern administrative compacts may be perceived as a disadvantage. The very purpose of an interstate compact is to provide for the collective allocation of
governing authority between and among party states, which does not allow much room for individualism. The requirement of substantive “sameness” prevents party states from passing dissimilar enactments.

As the balance of power continues to realign in our federalist system, states may only be able to preserve their sovereign authority over interstate problems to the extent that they share their sovereignty and work together cooperatively through interstate compacts.

**HOW IS AN INTERSTATE COMPACT CREATED?**

Compacts are essentially contracts between or among states. To be enforceable, they must satisfy the customary requirements for valid contracts, including the notions of offer and acceptance. An offer is made when one state, usually by statute, adopts the terms of a compact requiring approval by one or more other states to become effective. Other states accept the offer by adopting identical compact language. Once the required number of states has adopted the pact, the “contract” among them is valid and becomes effective as provided. The only other potential requirement is congressional consent.

**WHAT MIGHT THE COMPACT DEVELOPMENT PROCESS LOOK LIKE?**

The development of any interstate compact should be a state driven and state championed solution to a policy issue. Outlined below are key steps to the development process of a regulatory compact, as experienced by CSG. *These should be viewed as examples and can be, based on the issue area, customized as needed.*

**a) Advisory Group** – Composed of state officials and other critical stakeholders, an Advisory Group examines the realm of the problem, suggests possible solutions and makes recommendations as to the structure of the interstate compact. Typically, an Advisory Group is composed of approximately 20 individuals, each representative of various groups and states. An Advisory Group would likely meet one or two times over a period of two to three months, with their work culminating in a set of recommendations as to what the final compact product should look like.
b) **Drafting Team** - While an Advisory Group enjoyed thinking about the issue from a macro-level, a Drafting Team pulls the thoughts, ideas and suggestions of the Advisory Group into a draft compact. The Drafting Team, composed of 5 to 8 compact and issue experts, will craft the recommendations, as well as their own thoughts and expertise, into a draft compact that will be circulated to state officials for comment. The document will also be open for comments from a wide swath of stakeholders and the public. Following these comment periods, the compact will be revised as needed and released finally back to an Advisory Group for final review to ensure it meets the original spirit of the group’s recommendations. A Drafting Team would meet three to four times over a period of 10-14 months, with significant staff work and support between sessions.

c) **Education** – Once completed, the interstate compact would be available to states for legislative approval. During this phase of the initiative, state-by-state technical assistance and on-site education are keys to rapid success. A majority of state legislators have limited knowledge about interstate compacts and with such a major issue being addressed, leg work on the ground in each state is crucial. Previous interstate compact efforts have convened end-of-the-year legislative briefings for state officials to educate them on the solutions provided by the interstate compact. Education occurs before and during state legislative sessions.

d) **Enactment** - A majority of interstate compacts did not become active right away. Rather, interstate compacts typically activate when triggered by a pre-set number of states joining the compact. For instance, the Interstate Compact for Adult Offender Supervision (Adult Compact) required 35 state enactments before it could become active. This number was chosen for two reasons. A membership of 35 ensures that a majority of states are in favor of the agreement and that a new compact would not create two conflicting systems. Moreover, a sense of urgency for states was created because the first 35 jurisdictions to join would meet soon thereafter and fashion the operating rules of the compact. Most interstate compacts take up to 7 years to reach critical mass. However, the most recent effort managed by CSG, the Adult Compact, reached critical mass in just 30 months from its first date of introduction in 2000.
e) **Transition** - Following enactment by the required minimum number of states, the new compact becomes operational and, dependent upon the administrative structure placed in the compact, goes through standard start-up activities such as state notification, planning for the first commission or state-to-state meetings and, if authorized by the compact, hiring of staff to oversee the agreement and its requirements. A critical component of the transition will be the development of rules, regulations, forms, standards, etc. by which the compact will need to operate. Typically, transition activities run for between 12 and 18 months before the compact body is independently running.

**WHAT DOES A MODERN INTERSTATE COMPACT LOOK LIKE, STRUCTURALLY?**

When developing the interstate compact mechanism, one needs to look at it as a human body - the compact itself is the skeleton, the rules, regulations and forms are the muscles and the bylaws are the skin. The compact should contain the minimum basics upon which it needs to operate, in terms of the agreement between states and the operation of a governing body. By using the compact as the broad framework, the rules can be adapted and adjusted as needed throughout the life the compact without the need to go back each time for legislative approval from the member states, subject to the legislatively delegated authority.

**WILL MY STATES CONSTITUTION PERMIT THE CREATION AND/OR JOINING OF A COMPACT?**

Compact language is usually drafted with state constitutional requirements common to most state constitutions such as separation of powers, delegation of power, and debt limitations in mind. The validity of the state authority to enter into compacts and potentially delegate authority to an interstate agency has been specifically recognized and unanimously upheld by the U.S. Supreme Court in *West Virginia vs. Sims*, 341 U.S. 22 (1951).

**HOW MUCH DOES IT COST TO DEVELOP AND OPERATE AN INTERSTATE COMPACT?**

No two compacts are alike and therefore the issues addressed by one compact require different development considerations than do others. Some compacts have enjoyed massive federal support, such as the Adult Compact which received more than $1.2 million from the National Institute of
Corrections. However, a more recent compact revision of the *Interstate Compact for the Placement of Children* will have resulted in a final compact in 10 months for approximately $100,000 (not counting education and transition costs). Cost depends largely upon the desired timelines, the level of external stakeholder involvement and the level of education desired within each state.
Physical Therapy Licensure Compact

DEFINITIONS
DEFINITIONS

HOME STATE
The member state of the compact that is the licensee’s primary state of residence.

MEMBER STATE
A state whose legislature has passed and whose Governor has signed into law model legislation that permits the state to participate in the compact.

PARTY STATE
Any member state in which a licensee holds a current license or compact privilege or is applying for a license/compact privilege.

PHYSICAL THERAPY COMPACT COMMISSION
National administrative body whose membership consists of all states that have enacted the Compact.

COMPACT PRIVILEGE
The authorization granted by a remote state to allow a licensee from another member state to practice as a physical therapist/work as a physical therapist assistant in the remote state under its laws and rules.

REMOTE STATE
A member state of the compact, other than the home state, where a licensee is exercising or seeking to exercise the compact privilege.
Physical Therapy Licensure Compact

ABOUT OUR TEAM
ABOUT OUR TEAM

The American Physical Therapy Association (APTA) is an individual membership professional organization representing more than 95,000 member physical therapists (PTs), physical therapist assistants (PTAs), and students of physical therapy. APTA seeks to improve the health and quality of life of individuals in society by advancing physical therapist practice, education, and research, and by increasing the awareness and understanding of physical therapy's role in the nation's health care system.

For more information, please visit www.apta.org

The Federation of State Boards of Physical Therapy (FSBPT) is a dynamic, member-driven organization that promotes collaboration and teamwork between its various constituencies to ensure the best possible outcomes. Member boards typically include professionals, public members and administrators. The mission of FSBPT is to protect the public by providing service and leadership that promote safe and competent physical therapy practice and to achieve a high level of public protection through a strong foundation of laws and regulatory standards in physical therapy, effective tools and systems to assess entry-level and continuing competence, and public and professional awareness of resources for public protection.

For more information, please visit www.fsbpt.org

The Council of State Governments (CSG) serves the nation’s state leaders by providing a forum for “sharing capitol ideas.” As the only state services organization spanning all three branches of government, CSG offers a unique look into the issues shaping state policy and legislation from both national and regional perspectives. This unique arrangement contributes to a strong national presence for CSG, creating unparalleled opportunities to network, collaborate and form problem-solving partnerships. As part of our mission, CSG identifies emerging trends and offers innovative state policy solutions, as well as provides forums for state leaders to discuss the critical issues facing state governments.

For more information, please visit www.csg.org