



## 103RD GENERAL ASSEMBLY

### State of Illinois

2023 and 2024

HB4593

Introduced 1/31/2024, by Rep. Kevin John Olickal

#### SYNOPSIS AS INTRODUCED:

New Act  
225 ILCS 90/8.7 new

Creates the Physical Therapy Licensure Compact Act. Provides that the State of Illinois ratifies and approves the Physical Therapy Licensure Compact. Provides that the purpose of the Compact is to facilitate interstate practice of physical therapy with the goal of improving public access to physical therapy services, and states that the Compact preserves the regulatory authority of states to protect public health and safety through the current system of state licensure. In the Compact, contains provisions concerning definitions, state participation in the Compact, active duty military personnel and their spouses, adverse actions, establishment of the Physical Therapy Compact Commission, a data system, rulemaking, oversight, dispute resolution, and enforcement, date of implementation, withdrawal, construction, and severability. Amends the Illinois Physical Therapy Act. Adds a provision requiring that applicants for licensure as a physical therapist or physical therapist assistant shall submit their fingerprints for the purpose of criminal history records background checks. Provides that the Department of Financial and Professional Regulation may adopt rules necessary to implement the amendatory provisions.

LRB103 37232 AWJ 67351 b

1 AN ACT concerning regulation.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

4 Section 1. Short title. This Act may be cited as the  
5 Physical Therapy Licensure Compact Act.

6 Section 5. Physical Therapy Licensure Compact. The State  
7 of Illinois ratifies and approves the following Compact:

8 PHYSICAL THERAPY LICENSURE COMPACT

9 SECTION 1. PURPOSE

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

18 This Compact is designed to achieve the following  
19 objectives:

20 1. Increase public access to physical therapy services  
21 by providing for the mutual recognition of other member

1 state licenses;

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

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

6 4. Support spouses of relocating military members;

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

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

12 SECTION 2. DEFINITIONS

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

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

19 2. "Adverse Action" means disciplinary action taken by a  
20 physical therapy licensing board based upon misconduct,  
21 unacceptable performance, or a combination of both.

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

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

8           5. "Continuing competence" means a requirement, as a  
9 condition of license renewal, to provide evidence of  
10 participation in, and/or completion of, educational and  
11 professional activities relevant to practice or area of work.

12           6. "Data system" means a repository of information about  
13 licensees, including examination, licensure, investigative,  
14 compact privilege, and adverse action.

15           7. "Encumbered license" means a license that a physical  
16 therapy licensing board has limited in any way.

17           8. "Executive Board" means a group of directors elected or  
18 appointed to act on behalf of, and within the powers granted to  
19 them by, the Commission.

20           9. "Home state" means the member state that is the  
21 licensee's primary state of residence.

22           10. "Investigative information" means information,  
23 records, and documents received or generated by a physical  
24 therapy licensing board pursuant to an investigation.

25           11. "Jurisprudence Requirement" means the assessment of an  
26 individual's knowledge of the laws and rules governing the

1 practice of physical therapy in a state.

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

5 13. "Member state" means a state that has enacted the  
6 Compact.

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

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

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

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

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

22 19. "Physical therapy licensing board" or "licensing  
23 board" means the agency of a state that is responsible for the  
24 licensing and regulation of physical therapists and physical  
25 therapist assistants.

26 20. "Remote State" means a member state other than the

1 home state, where a licensee is exercising or seeking to  
2 exercise the compact privilege.

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

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

8 SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

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

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

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

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

25 5. Comply with the rules of the Commission;

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

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

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

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

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

#### 18           SECTION 4. COMPACT PRIVILEGE

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

- 21           1. Hold a license in the home state;
- 22           2. Have no encumbrance on any state license;
- 23           3. Be eligible for a compact privilege in any member  
24           state in accordance with Section 4D, G and H;
- 25           4. Have not had any adverse action against any license

1 or compact privilege within the previous 2 years;

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

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

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

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

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

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

19 D. A licensee providing physical therapy in a remote state  
20 is subject to that state's regulatory authority. A remote  
21 state may, in accordance with due process and that state's  
22 laws, remove a licensee's compact privilege in the remote  
23 state for a specific period of time, impose fines, and/or take  
24 any other necessary actions to protect the health and safety  
25 of its citizens. The licensee is not eligible for a compact  
26 privilege in any state until the specific time for removal has



1 passed and all fines are paid.

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

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

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

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

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

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

23 SECTION 5. ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

24 A licensee who is active duty military or is the spouse of  
25 an individual who is active duty military may designate one of

1 the following as the home state:

2 A. Home of record;

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

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

6 SECTION 6. ADVERSE ACTIONS

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

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

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

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

1 license or compact privilege.

2 E. A remote state shall have the authority to:

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

5 2. Issue subpoenas for both hearings and  
6 investigations that require the attendance and testimony  
7 of witnesses, and the production of evidence. Subpoenas  
8 issued by a physical therapy licensing board in a party  
9 state for the attendance and testimony of witnesses,  
10 and/or the production of evidence from another party  
11 state, shall be enforced in the latter state by any court  
12 of competent jurisdiction, according to the practice and  
13 procedure of that court applicable to subpoenas issued in  
14 proceedings pending before it. The issuing authority shall  
15 pay any witness fees, travel expenses, mileage, and other  
16 fees required by the service statutes of the state where  
17 the witnesses and/or evidence are located; and

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

22 F. Joint Investigations

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

1 licensees.

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

6 SECTION 7. ESTABLISHMENT OF THE PHYSICAL THERAPY COMPACT  
7 COMMISSION

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

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

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

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

22 B. Membership, Voting, and Meetings

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

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

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

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

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

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

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

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

23                1. Establish the fiscal year of the Commission;

24                2. Establish bylaws;

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

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

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

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

11          7. Purchase and maintain insurance and bonds;

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

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

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

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

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

9           13. Establish a budget and make expenditures;

10          14. Borrow money;

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

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

18          17. Establish and elect an Executive Board; and

19          18. Perform such other functions as may be necessary  
20 or appropriate to achieve the purposes of this Compact  
21 consistent with the state regulation of physical therapy  
22 licensure and practice.

23          D. The Executive Board

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

26          1. The Executive Board shall be composed of nine

1 members:

2 a. Seven voting members who are elected by the  
3 Commission from the current membership of the  
4 Commission;

5 b. One ex-officio, nonvoting member from the  
6 recognized national physical therapy professional  
7 association; and

8 c. One ex-officio, nonvoting member from the  
9 recognized membership organization of the physical  
10 therapy licensing boards.

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

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

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

16 5. The Executive Board shall have the following Duties  
17 and responsibilities:

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

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

25 c. Prepare and recommend the budget;

26 d. Maintain financial records on behalf of the



1 Commission;

2 e. Monitor Compact compliance of member states and  
3 provide compliance reports to the Commission;

4 f. Establish additional committees as necessary;  
5 and

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

7 E. Meetings of the Commission

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

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

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

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

23 c. Current, threatened, or reasonably anticipated  
24 litigation;

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

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

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

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

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

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

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

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

22 4. The Commission shall keep minutes that fully and  
23 clearly describe all matters discussed in a meeting and  
24 shall provide a full and accurate summary of actions  
25 taken, and the reasons therefore, including a description  
26 of the views expressed. All documents considered in

1 connection with an action shall be identified in such  
2 minutes. All minutes and documents of a closed meeting  
3 shall remain under seal, subject to release by a majority  
4 vote of the Commission or order of a court of competent  
5 jurisdiction.

6 F. Financing of the Commission

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

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

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

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

1 member state.

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

11 G. Qualified Immunity, Defense, and Indemnification

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

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

15          3. The Commission shall indemnify and hold harmless  
16          any member, officer, executive director, employee, or  
17          representative of the Commission for the amount of any  
18          settlement or judgment obtained against that person  
19          arising out of any actual or alleged act, error or  
20          omission that occurred within the scope of Commission  
21          employment, duties, or responsibilities, or that such  
22          person had a reasonable basis for believing occurred  
23          within the scope of Commission employment, duties, or  
24          responsibilities, provided that the actual or alleged act,  
25          error, or omission did not result from the intentional or  
26          willful or wanton misconduct of that person.

1 SECTION 8. DATA SYSTEM

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

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

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

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

25 D. The Commission shall promptly notify all member states

1 of any adverse action taken against a licensee or an  
2 individual applying for a license. Adverse action information  
3 pertaining to a licensee in any member state will be available  
4 to any other member state.

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

9 F. Any information submitted to the data system that is  
10 subsequently required to be expunged by the laws of the member  
11 state contributing the information shall be removed from the  
12 data system.

13 SECTION 9. RULEMAKING

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

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

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

25 D. Prior to promulgation and adoption of a final rule or

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

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

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

11 E. The Notice of Proposed Rulemaking shall include:

12 1. The proposed time, date, and location of the  
13 meeting in which the rule will be considered and voted  
14 upon;

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

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

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

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

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



1 requested by:

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

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

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

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

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

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

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

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

26 I. Following the scheduled hearing date, or by the close

1 of business on the scheduled hearing date if the hearing was  
2 not held, the Commission shall consider all written and oral  
3 comments received.

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

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

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

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

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

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

1           4. Protect public health and safety.

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

16           SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

17           A. Oversight

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

25           2. All courts shall take judicial notice of the

1 Compact and the rules in any judicial or administrative  
2 proceeding in a member state pertaining to the subject  
3 matter of this Compact which may affect the powers,  
4 responsibilities or actions of the Commission.

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

11 B. Default, Technical Assistance, and Termination

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

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

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

22 2. If a state in default fails to cure the default, the  
23 defaulting state may be terminated from the Compact upon  
24 an affirmative vote of a majority of the member states,  
25 and all rights, privileges and benefits conferred by this  
26 Compact may be terminated on the effective date of

1 termination. A cure of the default does not relieve the  
2 offending state of obligations or liabilities incurred  
3 during the period of default.

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

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

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

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

26 C. Dispute Resolution

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

5           2. The Commission shall promulgate a rule providing  
6 for both mediation and binding dispute resolution for  
7 disputes as appropriate.

8           D. Enforcement

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

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

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

25           SECTION 11. DATE OF IMPLEMENTATION OF THE INTERSTATE

1 COMMISSION FOR PHYSICAL THERAPY PRACTICE AND ASSOCIATED RULES,  
2 WITHDRAWAL, AND AMENDMENT

3 A. The Compact shall come into effect on the date on which  
4 the Compact statute is enacted into law in the tenth member  
5 state. The provisions, which become effective at that time,  
6 shall be limited to the powers granted to the Commission  
7 relating to assembly and the promulgation of rules.  
8 Thereafter, the Commission shall meet and exercise rulemaking  
9 powers necessary to the implementation and administration of  
10 the Compact.

11 B. Any state that joins the Compact subsequent to the  
12 Commission's initial adoption of the rules shall be subject to  
13 the rules as they exist on the date on which the Compact  
14 becomes law in that state. Any rule that has been previously  
15 adopted by the Commission shall have the full force and effect  
16 of law on the day the Compact becomes law in that state.

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

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

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

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

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

10           SECTION 12. CONSTRUCTION AND SEVERABILITY

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



1 Section 10. The Illinois Physical Therapy Act is amended  
2 by adding Section 8.7 as follows:

3 (225 ILCS 90/8.7 new)

4 Sec. 8.7. Criminal history records background check. Each  
5 applicant for licensure under Sections 8, 8.1, and 11 shall  
6 have his or her fingerprints submitted to the Illinois State  
7 Police in an electronic format that complies with the form and  
8 manner for requesting and furnishing criminal history record  
9 information as prescribed by the Illinois State Police. These  
10 fingerprints shall be checked against the Illinois State  
11 Police and Federal Bureau of Investigation criminal history  
12 record databases now and hereafter filed. The Illinois State  
13 Police shall charge applicants a fee for conducting the  
14 criminal history records check, which shall be deposited into  
15 the State Police Services Fund and shall not exceed the actual  
16 cost of the records check. The Illinois State Police shall  
17 furnish, pursuant to positive identification, records of  
18 Illinois convictions to the Department. The Department may  
19 require applicants to pay a separate fingerprinting fee,  
20 either to the Department or to a vendor designated or approved  
21 by the Department. The Department, in its discretion, may  
22 allow an applicant or licensee who does not have reasonable  
23 access to a designated vendor to provide his or her  
24 fingerprints in an alternative manner. Communication between  
25 the Department and an interstate compact governing body or

1 other entities may not include information received from the  
2 Federal Bureau of Investigation relating to a State and  
3 federal criminal history records check.

4 The Department may adopt any rules necessary to implement  
5 this Section.