
THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 2603 Session of
2022

INTRODUCED BY FEE, R. BROWN, CIRESI, HICKERNELL, LONGIETTI,
MENTZER, POLINCHOCK, SAYLOR AND ZIMMERMAN, MAY 19, 2022

REFERRED TO COMMITTEE ON PROFESSIONAL LICENSURE, MAY 19, 2022

AN ACT

1 Authorizing the Commonwealth of Pennsylvania to join the
2 Occupational Therapy Licensure Compact; and providing for the
3 form of the compact.

4 The General Assembly of the Commonwealth of Pennsylvania
5 hereby enacts as follows:

6 Section 1. Short title.

7 This act shall be known and may be cited as the Occupational
8 Therapy Licensure Compact Act.

9 Section 2. Authority to execute compact.

10 The Governor, on behalf of the Commonwealth, is hereby
11 authorized to execute a compact in substantially the following
12 form with any one or more of the states of the United States,
13 and the General Assembly hereby signifies in advance its
14 approval and ratification of such compact:

15 OCCUPATIONAL THERAPY LICENSURE COMPACT

16 SECTION 1. PURPOSE

17 The purpose of this Compact is to facilitate interstate practice
18 of Occupational Therapy with the goal of improving public access

1 to Occupational Therapy services. The Practice of Occupational
2 Therapy occurs in the State where the patient/client is located
3 at the time of the patient/client encounter. The Compact
4 preserves the regulatory authority of States to protect public
5 health and safety through the current system of State licensure.

6 This Compact is designed to achieve the following objectives:

7 A. Increase public access to Occupational Therapy
8 services by providing for the mutual recognition of other Member
9 State licenses;

10 B. Enhance the States' ability to protect the public's
11 health and safety;

12 C. Encourage the cooperation of Member States in
13 regulating multi-State Occupational Therapy Practice;

14 D. Support spouses of relocating military members;

15 E. Enhance the exchange of licensure, investigative, and
16 disciplinary information between Member States;

17 F. Allow a Remote State to hold a provider of services
18 with a Compact Privilege in that State accountable to that
19 State's practice standards; and

20 G. Facilitate the use of Telehealth technology in order
21 to increase access to Occupational Therapy services.

22 SECTION 2. DEFINITIONS

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

25 A. "Active Duty Military" means full-time duty status in
26 the active uniformed service of the United States, including
27 members of the National Guard and Reserve on active duty orders
28 pursuant to 10 U.S.C. Chapter 1209 and 10 U.S.C. Chapter 1211.

29 B. "Adverse Action" means any administrative, civil,
30 equitable, or criminal action permitted by a State's laws which

1 is imposed by a Licensing Board or other authority against an
2 Occupational Therapist or Occupational Therapy Assistant,
3 including actions against an individual's license or Compact
4 Privilege such as censure, revocation, suspension, probation,
5 monitoring of the Licensee, or restriction on the Licensee's
6 practice.

7 C. "Alternative Program" means a non-disciplinary
8 monitoring process approved by an Occupational Therapy Licensing
9 Board.

10 D. "Compact Privilege" means the authorization, which is
11 equivalent to a license, granted by a Remote State to allow a
12 Licensee from another Member State to practice as an
13 Occupational Therapist or practice as an Occupational Therapy
14 Assistant in the Remote State under its laws and rules. The
15 Practice of Occupational Therapy occurs in the Member State
16 where the patient/client is located at the time of the
17 patient/client encounter.

18 E. "Continuing Competence/Education" means a requirement,
19 as a condition of license renewal, to provide evidence of
20 participation in, and/or completion of, educational and
21 professional activities relevant to practice or area of work.

22 F. "Current Significant Investigative Information" means
23 Investigative Information that a Licensing Board, after an
24 inquiry or investigation that includes notification and an
25 opportunity for the Occupational Therapist or Occupational
26 Therapy Assistant to respond, if required by State law, has
27 reason to believe is not groundless and, if proved true, would
28 indicate more than a minor infraction.

29 G. "Data System" means a repository of information about
30 Licensees, including but not limited to license status,

1 Investigative Information, Compact Privileges, and Adverse
2 Actions.

3 H. "Encumbered License" means a license in which an
4 Adverse Action restricts the Practice of Occupational Therapy by
5 the Licensee or said Adverse Action has been reported to the
6 National Practitioners Data Bank (NPDB).

7 I. "Executive Committee" means a group of directors
8 elected or appointed to act on behalf of, and within the powers
9 granted to them by, the Commission.

10 J. "Home State" means the Member State that is the
11 Licensee's Primary State of Residence.

12 K. "Impaired Practitioner" means individuals whose
13 professional practice is adversely affected by substance abuse,
14 addiction, or other health-related conditions.

15 L. "Investigative Information" means information,
16 records, and/or documents received or generated by an
17 Occupational Therapy Licensing Board pursuant to an
18 investigation.

19 M. "Jurisprudence Requirement" means the assessment of an
20 individual's knowledge of the laws and rules governing the
21 Practice of Occupational Therapy in a State.

22 N. "Licensee" means an individual who currently holds an
23 authorization from the State to practice as an Occupational
24 Therapist or as an Occupational Therapy Assistant.

25 O. "Member State" means a State that has enacted the
26 Compact.

27 P. "Occupational Therapist" means an individual who is
28 licensed by a State to practice Occupational Therapy.

29 Q. "Occupational Therapy Assistant" means an individual
30 who is licensed by a State to assist in the Practice of

1 Occupational Therapy.

2 R. "Occupational Therapy," "Occupational Therapy
3 Practice," and the "Practice of Occupational Therapy" mean the
4 care and services provided by an Occupational Therapist or an
5 Occupational Therapy Assistant as set forth in the Member
6 State's statutes and regulations.

7 S. "Occupational Therapy Compact Commission" or
8 "Commission" means the national administrative body whose
9 membership consists of all States that have enacted the Compact.

10 T. "Occupational Therapy Licensing Board" or "Licensing
11 Board" means the agency of a State that is authorized to license
12 and regulate Occupational Therapists and Occupational Therapy
13 Assistants.

14 U. "Primary State of Residence" means the state (also
15 known as the Home State) in which an Occupational Therapist or
16 Occupational Therapy Assistant who is not Active Duty Military
17 declares a primary residence for legal purposes as verified by:
18 driver's license, federal income tax return, lease, deed,
19 mortgage or voter registration or other verifying documentation
20 as further defined by Commission Rules.

21 V. "Remote State" means a Member State other than the
22 Home State, where a Licensee is exercising or seeking to
23 exercise the Compact Privilege.

24 W. "Rule" means a regulation promulgated by the
25 Commission that has the force of law.

26 X. "State" means any state, commonwealth, district, or
27 territory of the United States of America that regulates the
28 Practice of Occupational Therapy.

29 Y. "Single-State License" means an Occupational Therapist
30 or Occupational Therapy Assistant license issued by a Member

1 State that authorizes practice only within the issuing State and
2 does not include a Compact Privilege in any other Member State.

3 Z. "Telehealth" means the application of
4 telecommunication technology to deliver Occupational Therapy
5 services for assessment, intervention and/or consultation.

6 SECTION 3. STATE PARTICIPATION IN THE COMPACT

7 A. To participate in the Compact, a Member State shall:

8 1. License Occupational Therapists and Occupational
9 Therapy Assistants

10 2. Participate fully in the Commission's Data
11 System, including but not limited to using the Commission's
12 unique identifier as defined in Rules of the Commission;

13 3. Have a mechanism in place for receiving and
14 investigating complaints about Licensees;

15 4. Notify the Commission, in compliance with the
16 terms of the Compact and Rules, of any Adverse Action or the
17 availability of Investigative Information regarding a Licensee;

18 5. In connection with an application for a Compact
19 Privilege under this Compact, for the purpose of administering
20 the criminal history background check in this Commonwealth, the
21 following shall apply:

22 a. A Member State shall, within a time frame
23 established by the Commission, require a criminal background
24 check for a Licensee seeking/applying for a Compact Privilege
25 whose Primary State of Residence is that Member State, by
26 requiring the applicant to submit to the Federal Bureau of
27 Investigation a national criminal history background check;

28 b. In addition to the requirement under subsection
29 a., an applicant shall submit fingerprints or other biometric-
30 based information and other identifying information to the

1 Pennsylvania State Police or its designee. The Pennsylvania
2 State Police or its designee shall submit the fingerprints to
3 the Federal Bureau of Investigation for a national criminal
4 history background check;

5 c. Criminal information under this section shall
6 be interpreted and used by the Department of State solely to
7 determine an applicant's eligibility for the issuance of a
8 multistate license. The Department of State shall not
9 disseminate the criminal history information to the Commission.
10 The criminal history information under this subsection shall be
11 exempt from the limitations under 18 Pa.C.S. § 9121(b)(2)
12 (relating to general regulations);

13 6. Comply with the Rules of the Commission;

14 7. Utilize only a recognized national examination as
15 a requirement for licensure pursuant to the Rules of the
16 Commission; and

17 8. Have Continuing Competence/Education requirements
18 as a condition for license renewal.

19 B. A Member State shall grant the Compact Privilege to a
20 Licensee holding a valid unencumbered license in another Member
21 State in accordance with the terms of the Compact and Rules.

22 C. Member States may charge a fee for granting a Compact
23 Privilege.

24 D. A Member State shall provide for the State's delegate
25 to attend all Occupational Therapy Compact Commission meetings.

26 E. Individuals not residing in a Member State shall
27 continue to be able to apply for a Member State's Single-State
28 License as provided under the laws of each Member State.
29 However, the Single-State License granted to these individuals
30 shall not be recognized as granting the Compact Privilege in any

1 other Member State.

2 F. Nothing in this Compact shall affect the requirements
3 established by a Member State for the issuance of a Single-State
4 License.

5 SECTION 4. COMPACT PRIVILEGE

6 A. To exercise the Compact Privilege under the terms and
7 provisions of the Compact, the Licensee shall:

8 1. Hold a license in the Home State;

9 2. Have a valid United States Social Security Number
10 or National Practitioner Identification number;

11 3. Have no encumbrance on any State license;

12 4. Be eligible for a Compact Privilege in any Member
13 State in accordance with Section 4D, F, G, and H;

14 5. Have paid all fines and completed all
15 requirements resulting from any Adverse Action against any
16 license or Compact Privilege, and two years have elapsed from
17 the date of such completion;

18 6. Notify the Commission that the Licensee is
19 seeking the Compact Privilege within a Remote State(s);

20 7. Pay any applicable fees, including any State fee,
21 for the Compact Privilege;

22 8. Complete a criminal background check in
23 accordance with Section 3A(5);

24 a. The Licensee shall be responsible for the
25 payment of any fee associated with the completion of a criminal
26 background check.

27 9. Meet any Jurisprudence Requirements established
28 by the Remote State(s) in which the Licensee is seeking a
29 Compact Privilege; and

30 10. Report to the Commission Adverse Action taken by

1 any non-Member State within 30 days from the date the Adverse
2 Action is taken.

3 B. The Compact Privilege is valid until the expiration
4 date of the Home State license. The Licensee must comply with
5 the requirements of Section 4A to maintain the Compact Privilege
6 in the Remote State.

7 C. A Licensee providing Occupational Therapy in a Remote
8 State under the Compact Privilege shall function within the laws
9 and regulations of the Remote State.

10 D. Occupational Therapy Assistants practicing in a Remote
11 State shall be supervised by an Occupational Therapist licensed
12 or holding a Compact Privilege in that Remote State.

13 E. A Licensee providing Occupational Therapy in a Remote
14 State is subject to that State's regulatory authority. A Remote
15 State may, in accordance with due process and that State's laws,
16 remove a Licensee's Compact Privilege in the Remote State for a
17 specific period of time, impose fines, and/or take any other
18 necessary actions to protect the health and safety of its
19 citizens. The Licensee may be ineligible for a Compact Privilege
20 in any State until the specific time for removal has passed and
21 all fines are paid.

22 F. If a Home State license is encumbered, the Licensee
23 shall lose the Compact Privilege in any Remote State until the
24 following occur:

25 1. The Home State license is no longer encumbered;
26 and

27 2. Two years have elapsed from the date on which the
28 Home State license is no longer encumbered in accordance with
29 Section 4(F)(1).

30 G. Once an Encumbered License in the Home State is

1 restored to good standing, the Licensee must meet the
2 requirements of Section 4A to obtain a Compact Privilege in any
3 Remote State.

4 H. If a Licensee's Compact Privilege in any Remote State
5 is removed, the individual may lose the Compact Privilege in any
6 other Remote State until the following occur:

7 1. The specific period of time for which the Compact
8 Privilege was removed has ended;

9 2. All fines have been paid and all conditions have
10 been met;

11 3. Two years have elapsed from the date of
12 completing requirements for 4(H)(1) and (2); and

13 4. The Compact Privileges are reinstated by the
14 Commission, and the compact Data System is updated to reflect
15 reinstatement.

16 I. If a Licensee's Compact Privilege in any Remote State
17 is removed due to an erroneous charge, privileges shall be
18 restored through the compact Data System.

19 J. Once the requirements of Section 4H have been met, the
20 license must meet the requirements in Section 4A to obtain a
21 Compact Privilege in a Remote State.

22 SECTION 5: OBTAINING A NEW HOME STATE LICENSE BY VIRTUE OF
23 COMPACT PRIVILEGE

24 A. An Occupational Therapist or Occupational Therapy
25 Assistant may hold a Home State license, which allows for
26 Compact Privileges in Member States, in only one Member State at
27 a time.

28 B. If an Occupational Therapist or Occupational Therapy
29 Assistant changes Primary State of Residence by moving between
30 two Member States:

1 1. The Occupational Therapist or Occupational
2 Therapy Assistant shall file an application for obtaining a new
3 Home State license by virtue of a Compact Privilege, pay all
4 applicable fees, and notify the current and new Home State in
5 accordance with applicable Rules adopted by the Commission.

6 2. Upon receipt of an application for obtaining a
7 new Home State license by virtue of compact privilege, the new
8 Home State shall verify that the Occupational Therapist or
9 Occupational Therapy Assistant meets the pertinent criteria
10 outlined in Section 4 via the Data System, without need for
11 primary source verification except for:

12 a. an FBI fingerprint based criminal background
13 check pursuant to Section 3A(5) if not previously performed or
14 updated pursuant to applicable Rules adopted by the Commission
15 in accordance with Public Law 92-544;

16 b. other criminal background check as required
17 by the new Home State; and

18 c. submission of any requisite Jurisprudence
19 Requirements of the new Home State.

20 3. The former Home State shall convert the former
21 Home State license into a Compact Privilege once the new Home
22 State has activated the new Home State license in accordance
23 with applicable Rules adopted by the Commission.

24 4. Notwithstanding any other provision of this
25 Compact, if the Occupational Therapist or Occupational Therapy
26 Assistant cannot meet the criteria in Section 4, the new Home
27 State shall apply its requirements for issuing a new Single-
28 State License.

29 5. The Occupational Therapist or the Occupational
30 Therapy Assistant shall pay all applicable fees to the new Home

1 State in order to be issued a new Home State license.

2 C. If an Occupational Therapist or Occupational Therapy
3 Assistant changes Primary State of Residence by moving from a
4 Member State to a non-Member State, or from a non-Member State
5 to a Member State, the State criteria shall apply for issuance
6 of a Single-State License in the new State.

7 D. Nothing in this compact shall interfere with a
8 Licensee's ability to hold a Single-State License in multiple
9 States; however, for the purposes of this compact, a Licensee
10 shall have only one Home State license.

11 E. Nothing in this Compact shall affect the requirements
12 established by a Member State for the issuance of a Single-State
13 License.

14 SECTION 6. ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

15 A. Active Duty Military personnel, or their spouses,
16 shall designate a Home State where the individual has a current
17 license in good standing. The individual may retain the Home
18 State designation during the period the service member is on
19 active duty. Subsequent to designating a Home State, the
20 individual shall only change their Home State through
21 application for licensure in the new State or through the
22 process described in Section 5.

23 SECTION 7. ADVERSE ACTIONS

24 A. A Home State shall have exclusive power to impose
25 Adverse Action against an Occupational Therapist's or
26 Occupational Therapy Assistant's license issued by the Home
27 State.

28 B. In addition to the other powers conferred by State
29 law, a Remote State shall have the authority, in accordance with
30 existing State due process law, to:

1 1. Take Adverse Action against an Occupational
2 Therapist's or Occupational Therapy Assistant's Compact
3 Privilege within that Member State.

4 2. Issue subpoenas for both hearings and
5 investigations that require the attendance and testimony of
6 witnesses as well as the production of evidence. Subpoenas
7 issued by a Licensing Board in a Member State for the attendance
8 and testimony of witnesses or the production of evidence from
9 another Member State shall be enforced in the latter State by
10 any court of competent jurisdiction, according to the practice
11 and procedure of that court applicable to subpoenas issued in
12 proceedings pending before it. The issuing authority shall pay
13 any witness fees, travel expenses, mileage and other fees
14 required by the service statutes of the State in which the
15 witnesses or evidence are located.

16 C. For purposes of taking Adverse Action, the Home State
17 shall give the same priority and effect to reported conduct
18 received from a Member State as it would if the conduct had
19 occurred within the Home State. In so doing, the Home State
20 shall apply its own State laws to determine appropriate action.

21 D. The Home State shall complete any pending
22 investigations of an Occupational Therapist or Occupational
23 Therapy Assistant who changes Primary State of Residence during
24 the course of the investigations. The Home State, where the
25 investigations were initiated, shall also have the authority to
26 take appropriate action(s) and shall promptly report the
27 conclusions of the investigations to the OT Compact Commission
28 Data System. The Occupational Therapy Compact Commission Data
29 System administrator shall promptly notify the new Home State of
30 any Adverse Actions.

1 E. A Member State, if otherwise permitted by State law,
2 may recover from the affected Occupational Therapist or
3 Occupational Therapy Assistant the costs of investigations and
4 disposition of cases resulting from any Adverse Action taken
5 against that Occupational Therapist or Occupational Therapy
6 Assistant.

7 F. A Member State may take Adverse Action based on the
8 factual findings of the Remote State, provided that the Member
9 State follows its own procedures for taking the Adverse Action.

10 G. Joint Investigations

11 1. In addition to the authority granted to a Member
12 State by its respective State Occupational Therapy laws and
13 regulations or other applicable State law, any Member State may
14 participate with other Member States in joint investigations of
15 Licensees.

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

19 H. If an Adverse Action is taken by the Home State
20 against an Occupational Therapist's or Occupational Therapy
21 Assistant's license, the Occupational Therapist's or
22 Occupational Therapy Assistant's Compact Privilege in all other
23 Member States shall be deactivated until all encumbrances have
24 been removed from the State license. All Home State disciplinary
25 orders that impose Adverse Action against an Occupational
26 Therapist's or Occupational Therapy Assistant's license shall
27 include a Statement that the Occupational Therapist's or
28 Occupational Therapy Assistant's Compact Privilege is
29 deactivated in all Member States during the pendency of the
30 order.

1 I. If a Member State takes Adverse Action, it shall
2 promptly notify the administrator of the Data System. The
3 administrator of the Data System shall promptly notify the Home
4 State of any Adverse Actions by Remote States.

5 J. Nothing in this Compact shall override a Member
6 State's decision that participation in an Alternative Program
7 may be used in lieu of Adverse Action.

8 SECTION 8. ESTABLISHMENT OF THE OCCUPATIONAL THERAPY
9 COMPACT COMMISSION.

10 A. The Compact Member States hereby create and establish
11 a joint public agency known as the Occupational Therapy Compact
12 Commission:

13 1. The Commission is an instrumentality of the
14 Compact States.

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

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

23 B. Membership, Voting, and Meetings

24 1. Each Member State shall have and be limited to
25 one (1) delegate selected by that Member State's Licensing
26 Board.

27 2. The delegate shall be either:

28 a. A current member of the Licensing Board, who
29 is an Occupational Therapist, Occupational Therapy Assistant, or
30 public member; or

1 b. An administrator of the Licensing Board.

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

5 4. The Member State board shall fill any vacancy
6 occurring in the Commission within 90 days.

7 5. Each delegate shall be entitled to one (1) vote
8 with regard to the promulgation of Rules and creation of bylaws
9 and shall otherwise have an opportunity to participate in the
10 business and affairs of the Commission. A delegate shall vote in
11 person or by such other means as provided in the bylaws. The
12 bylaws may provide for delegates' participation in meetings by
13 telephone or other means of communication.

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

17 7. The Commission shall establish by Rule a term of
18 office for delegates.

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

21 1. Establish a Code of Ethics for the Commission;

22 2. Establish the fiscal year of the Commission;

23 3. Establish bylaws;

24 4. Maintain its financial records in accordance with
25 the bylaws;

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

28 6. Promulgate uniform Rules to facilitate and
29 coordinate implementation and administration of this Compact.
30 The Rules shall have the force and effect of law and shall be

1 binding in all Member States;

2 7. Bring and prosecute legal proceedings or actions
3 in the name of the Commission, provided that the standing of any
4 State Occupational Therapy Licensing Board to sue or be sued
5 under applicable law shall not be affected;

6 8. Purchase and maintain insurance and bonds;

7 9. Borrow, accept, or contract for services of
8 personnel, including, but not limited to, employees of a Member
9 State;

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

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

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

25 13. Sell, convey, mortgage, pledge, lease, exchange,
26 abandon, or otherwise dispose of any property real, personal, or
27 mixed;

28 14. Establish a budget and make expenditures;

29 15. Borrow money;

30 16. Appoint committees, including standing committees

1 composed of members, State regulators, State legislators or
2 their representatives, and consumer representatives, and such
3 other interested persons as may be designated in this Compact
4 and the bylaws;

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

7 18. Establish and elect an Executive Committee; and

8 19. Perform such other functions as may be necessary
9 or appropriate to achieve the purposes of this Compact
10 consistent with the State regulation of Occupational Therapy
11 licensure and practice.

12 D. The Executive Committee

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

15 1. The Executive Committee shall be composed of nine
16 members:

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

19 b. One ex-officio, nonvoting member from a
20 recognized national Occupational Therapy professional
21 association; and

22 c. One ex-officio, nonvoting member from a
23 recognized national Occupational Therapy certification
24 organization.

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

27 3. The Commission may remove any member of the
28 Executive Committee as provided in bylaws.

29 4. The Executive Committee shall meet at least
30 annually.

1 5. The Executive Committee shall have the following
2 Duties and responsibilities:

3 a. Recommend to the entire Commission changes to
4 the Rules or bylaws, changes to this Compact legislation, fees
5 paid by Compact Member States such as annual dues, and any
6 Commission Compact fee charged to Licensees for the Compact
7 Privilege;

8 b. Ensure Compact administration services are
9 appropriately provided, contractual or otherwise;

10 c. Prepare and recommend the budget;

11 d. Maintain financial records on behalf of the
12 Commission;

13 e. Monitor Compact compliance of Member States
14 and provide compliance reports to the Commission;

15 f. Establish additional committees as necessary;
16 and

17 g. Perform other duties as provided in Rules or
18 bylaws.

19 E. Meetings of the Commission

20 1. All meetings shall be open to the public, and
21 public notice of meetings shall be given in the same manner as
22 required under the Rulemaking provisions in Section 10.

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

27 a. Non-compliance of a Member State with its
28 obligations under the Compact;

29 b. The employment, compensation, discipline or
30 other matters, practices or procedures related to specific

1 employees or other matters related to the Commission's internal
2 personnel practices and procedures;

3 c. Current, threatened, or reasonably
4 anticipated litigation;

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

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

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

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

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

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

21 j. Matters specifically exempted from disclosure
22 by federal or Member State statute.

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

27 4. The Commission shall keep minutes that fully and
28 clearly describe all matters discussed in a meeting and shall
29 provide a full and accurate summary of actions taken, and the
30 reasons therefore, including a description of the views

1 expressed. All documents considered in connection with an action
2 shall be identified in such minutes. All minutes and documents
3 of a closed meeting shall remain under seal, subject to release
4 by a majority vote of the Commission or order of a court of
5 competent 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, equipment,
12 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 of
16 the Commission and its staff, which must be in a total amount
17 sufficient to cover its annual budget as approved by the
18 Commission 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 same; nor
25 shall the Commission pledge the credit of any of the Member
26 States, except by and with the authority of the Member State.

27 5. The Commission shall keep accurate accounts of
28 all receipts and disbursements. The receipts and disbursements
29 of the Commission shall be subject to the audit and accounting
30 procedures established under its bylaws. However, all receipts

1 and disbursements of funds handled by the Commission shall be
2 audited yearly by a certified or licensed public accountant, and
3 the report of the audit shall be included in and become part of
4 the annual report of the Commission.

5 G. Qualified Immunity, Defense, and Indemnification

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

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

1 misconduct.

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

13 SECTION 9. DATA SYSTEM

14 A. The Commission shall provide for the development,
15 maintenance, and utilization of a coordinated database and
16 reporting system containing licensure, Adverse Action, and
17 Investigative Information on all licensed individuals in Member
18 States.

19 B. A Member State shall submit a uniform data set to the
20 Data System on all individuals to whom this Compact is
21 applicable (utilizing a unique identifier) as required by the
22 Rules of the Commission, including:

- 23 1. Identifying information;
- 24 2. Licensure data;
- 25 3. Adverse Actions against a license or Compact
26 Privilege;
- 27 4. Non-confidential information related to
28 Alternative Program participation;
- 29 5. Any denial of application for licensure, and the
30 reason(s) for such denial;

1 6. Other information that may facilitate the
2 administration of this Compact, as determined by the Rules of
3 the Commission; and

4 7. Current Significant Investigative Information.

5 C. Current Significant Investigative Information and
6 other Investigative Information pertaining to a Licensee in any
7 Member State will only be available to other Member States.

8 D. The Commission shall promptly notify all Member States
9 of any Adverse Action taken against a Licensee or an individual
10 applying for a license. Adverse Action information pertaining to
11 a Licensee in any Member State will be available to any other
12 Member State.

13 E. Member States contributing information to the Data
14 System may designate information that may not be shared with the
15 public without the express permission of the contributing State.

16 F. Any information submitted to the Data System that is
17 subsequently required to be expunged by the laws of the Member
18 State contributing the information shall be removed from the
19 Data System.

20 SECTION 10. RULEMAKING

21 A. The Commission shall exercise its Rulemaking powers
22 pursuant to the criteria set forth in this Section and the Rules
23 adopted thereunder. Rules and amendments shall become binding as
24 of the date specified in each Rule or amendment.

25 B. The Commission shall promulgate reasonable rules in
26 order to effectively and efficiently achieve the purposes of the
27 Compact. Notwithstanding the foregoing, in the event the
28 Commission exercises its rulemaking authority in a manner that
29 is beyond the scope of the purposes of the Compact, or the
30 powers granted hereunder, then such an action by the Commission

1 shall be invalid and have no force and effect.

2 C. If a majority of the legislatures of the Member States
3 rejects a Rule, by enactment of a statute or resolution in the
4 same manner used to adopt the Compact within 4 years of the date
5 of adoption of the Rule, then such Rule shall have no further
6 force and effect in any Member State.

7 D. Rules or amendments to the Rules shall be adopted at a
8 regular or special meeting of the Commission.

9 E. Prior to promulgation and adoption of a final Rule or
10 Rules by the Commission, and at least thirty (30) days in
11 advance of the meeting at which the Rule will be considered and
12 voted upon, the Commission shall file a Notice of Proposed
13 Rulemaking:

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

16 2. On the website of each Member State Occupational
17 Therapy Licensing Board or other publicly accessible platform or
18 the publication in which each State would otherwise publish
19 proposed Rules.

20 F. The Notice of Proposed Rulemaking shall include:

21 1. The proposed time, date, and location of the
22 meeting in which the Rule will be considered and voted upon;

23 2. The text of the proposed Rule or amendment and
24 the reason for the proposed Rule;

25 3. A request for comments on the proposed Rule from
26 any interested person; and

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

30 G. Prior to adoption of a proposed Rule, the Commission

1 shall allow persons to submit written data, facts, opinions, and
2 arguments, which shall be made available to the public.

3 H. The Commission shall grant an opportunity for a public
4 hearing before it adopts a Rule or amendment if a hearing is
5 requested by:

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

7 2. A State or federal governmental subdivision or
8 agency; or

9 3. An association or organization having at least
10 twenty five (25) members.

11 I. If a hearing is held on the proposed Rule or
12 amendment, the Commission shall publish the place, time, and
13 date of the scheduled public hearing. If the hearing is held via
14 electronic means, the Commission shall publish the mechanism for
15 access to the electronic hearing.

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

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

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

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

30 J. Following the scheduled hearing date, or by the close

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

4 K. 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 public
7 hearing.

8 L. 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 M. 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 that
15 the usual Rulemaking procedures provided in the Compact and in
16 this section shall be retroactively applied to the Rule as soon
17 as reasonably possible, in no event later than ninety (90) days
18 after the effective date of the Rule. For the purposes of this
19 provision, an emergency Rule is one that must be adopted
20 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
24 funds;

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

28 4. Protect public health and safety.

29 N. The Commission or an authorized committee of the
30 Commission may direct revisions to a previously adopted Rule or

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

13 SECTION 11. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

14 A. Oversight

15 1. The executive, legislative, and judicial branches
16 of State government in each Member State shall enforce this
17 Compact and take all actions necessary and appropriate to
18 effectuate the Compact's purposes and intent. The provisions of
19 this Compact and the Rules promulgated hereunder shall have
20 standing as statutory law.

21 2. All courts shall take judicial notice of the
22 Compact and the Rules in any judicial or administrative
23 proceeding in a Member State pertaining to the subject matter of
24 this Compact which may affect the powers, responsibilities, or
25 actions of the Commission.

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

1 Compact, or promulgated Rules.

2 B. Default, Technical Assistance, and Termination

3 1. If the Commission determines that a Member State
4 has defaulted in the performance of its obligations or
5 responsibilities under this Compact or the promulgated Rules,
6 the Commission shall:

7 a. Provide written notice to the defaulting
8 State and other Member States of the nature of the default, the
9 proposed means of curing the default and/or any other action to
10 be taken by the Commission; and

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

13 2. If a State in default fails to cure the default,
14 the defaulting State may be terminated from the Compact upon an
15 affirmative vote of a majority of the Member States, and all
16 rights, privileges and benefits conferred by this Compact may be
17 terminated on the effective date of termination. A cure of the
18 default does not relieve the offending State of obligations or
19 liabilities incurred during the period of default.

20 3. Termination of membership in the Compact shall be
21 imposed only after all other means of securing compliance have
22 been exhausted. Notice of intent to suspend or terminate shall
23 be given by the Commission to the governor, the majority and
24 minority leaders of the defaulting State's legislature, and each
25 of the Member States.

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

30 5. The Commission shall not bear any costs related

1 to a State that is found to be in default or that has been
2 terminated from the Compact, unless agreed upon in writing
3 between the Commission and the defaulting State.

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

10 C. Dispute Resolution

11 1. Upon request by a Member State, the
12 Commission shall attempt to resolve disputes related to the
13 Compact that arise among Member States and between member and
14 non-Member States.

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

18 D. Enforcement

19 1. The Commission, in the reasonable exercise of its
20 discretion, shall enforce the provisions and Rules of this
21 Compact.

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

1 attorney's fees.

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

5 SECTION 12. DATE OF IMPLEMENTATION OF THE INTERSTATE
6 COMMISSION FOR OCCUPATIONAL THERAPY PRACTICE AND ASSOCIATED
7 RULES, WITHDRAWAL, AND AMENDMENT

8 A. The Compact shall come into effect on the date on
9 which the Compact statute is enacted into law in the tenth
10 Member State. The provisions, which become effective at that
11 time, shall be limited to the powers granted to the Commission
12 relating to assembly and the promulgation of Rules. Thereafter,
13 the Commission shall meet and exercise Rulemaking powers
14 necessary to the implementation and administration of the
15 Compact.

16 B. Any State that joins the Compact subsequent to the
17 Commission's initial adoption of the Rules shall be subject to
18 the Rules as they exist on the date on which the Compact becomes
19 law in that State. Any Rule that has been previously adopted by
20 the Commission shall have the full force and effect of law on
21 the day the Compact becomes law in that State.

22 C. Any Member State may withdraw from this Compact by
23 enacting a statute repealing the same.

24 1. A Member State's withdrawal shall not take effect
25 until six (6) months after enactment of the repealing statute.

26 2. Withdrawal shall not affect the continuing
27 requirement of the withdrawing State's Occupational Therapy
28 Licensing Board to comply with the investigative and Adverse
29 Action reporting requirements of this act prior to the effective
30 date of withdrawal.

1 D. Nothing contained in this Compact shall be construed
2 to invalidate or prevent any Occupational Therapy licensure
3 agreement or other cooperative arrangement between a Member
4 State and a non-Member State that does not conflict with the
5 provisions of 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 13. CONSTRUCTION AND SEVERABILITY

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

24 SECTION 14. BINDING EFFECT OF COMPACT AND OTHER LAWS

25 A. A Licensee providing Occupational Therapy in a Remote
26 State under the Compact Privilege shall function within the laws
27 and regulations of the Remote State.

28 B. Nothing herein prevents the enforcement of any other
29 law of a Member State that is not inconsistent with the Compact.

30 C. Any laws in a Member State in conflict with the

1 Compact are superseded to the extent of the conflict.

2 D. Any lawful actions of the Commission, including all
3 Rules and bylaws promulgated by the Commission, are binding upon
4 the Member States.

5 E. All agreements between the Commission and the Member
6 States are binding in accordance with their terms.

7 F. In the event any provision of the Compact exceeds the
8 constitutional limits imposed on the legislature of any Member
9 State, the provision shall be ineffective to the extent of the
10 conflict with the constitutional provision in question in that
11 Member State.

12 Section 3. Effective date.

13 This act shall take effect immediately.