
THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 910 Session of
2021

INTRODUCED BY BOSCOLA, FONTANA, GORDNER, SCHWANK, SCAVELLO,
MARTIN, PHILLIPS-HILL, CAPPELLETTI, STEFANO AND J. WARD,
DECEMBER 13, 2021

REFERRED TO CONSUMER PROTECTION AND PROFESSIONAL LICENSURE,
DECEMBER 13, 2021

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

1 of Occupational Therapy with the goal of improving public access
2 to Occupational Therapy services. The Practice of Occupational
3 Therapy occurs in the State where the patient/client is located
4 at the time of the patient/client encounter. The Compact
5 preserves the regulatory authority of States to protect public
6 health and safety through the current system of State licensure.
7 This Compact is designed to achieve the following objectives:

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

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

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

15 D. Support spouses of relocating military members;

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

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

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

23 SECTION 2. DEFINITIONS

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

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

30 B. "Adverse Action" means any administrative, civil,

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

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

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

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

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

30 G. "Data System" means a repository of information about

1 Licensees, including but not limited to license status,
2 Investigative Information, Compact Privileges, and Adverse
3 Actions.

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

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

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

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

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

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

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

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

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

30 Q. "Occupational Therapy Assistant" means an individual

1 who is licensed by a State to assist in the Practice of
2 Occupational Therapy.

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

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

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

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

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

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

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

30 Y. "Single-State License" means an Occupational Therapist

1 or Occupational Therapy Assistant license issued by a Member
2 State that authorizes practice only within the issuing State and
3 does not include a Compact Privilege in any other Member State.

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

7 SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

9 1. License Occupational Therapists and Occupational
10 Therapy Assistants

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

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

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

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

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

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

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

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

14 6. Comply with the Rules of the Commission;

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

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

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

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

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

27 E. Individuals not residing in a Member State shall
28 continue to be able to apply for a Member State's Single-State
29 License as provided under the laws of each Member State.

30 However, the Single-State License granted to these individuals

1 shall not be recognized as granting the Compact Privilege in any
2 other Member State.

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

6 SECTION 4. COMPACT PRIVILEGE

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

9 1. Hold a license in the Home State;

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

12 3. Have no encumbrance on any State license;

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

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

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

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

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

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

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

1 10. Report to the Commission Adverse Action taken by
2 any non-Member State within 30 days from the date the Adverse
3 Action is taken.

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

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

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

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

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

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

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

1 G. Once an Encumbered License in the Home State is
2 restored to good standing, the Licensee must meet the
3 requirements of Section 4A to obtain a Compact Privilege in any
4 Remote State.

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

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

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

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

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

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

20 J. Once the requirements of Section 4H 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: OBTAINING A NEW HOME STATE LICENSE BY VIRTUE OF
24 COMPACT PRIVILEGE

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

29 B. If an Occupational Therapist or Occupational Therapy
30 Assistant changes Primary State of Residence by moving between

1 two Member States:

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

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

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

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

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

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

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

30 5. The Occupational Therapist or the Occupational

1 Therapy Assistant shall pay all applicable fees to the new Home
2 State in order to be issued a new Home State license.

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

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

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

15 SECTION 6. ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

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

24 SECTION 7. ADVERSE ACTIONS

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

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

1 existing State due process law, to:

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

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

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

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

1 any Adverse Actions.

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

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

11 G. Joint Investigations

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

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

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

1 order.

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

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

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

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

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

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

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

24 B. Membership, Voting, and Meetings

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

28 2. The delegate shall be either:

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

1 public member; or

2 b. An administrator of the Licensing Board.

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

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

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

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

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

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

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

23 2. Establish the fiscal year of the Commission;

24 3. Establish bylaws;

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

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

29 6. Promulgate uniform Rules to facilitate and
30 coordinate implementation and administration of this Compact.

1 The Rules shall have the force and effect of law and shall be
2 binding in all Member States;

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

7 8. Purchase and maintain insurance and bonds;

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

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

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

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

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

29 14. Establish a budget and make expenditures;

30 15. Borrow money;

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

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

8 18. Establish and elect an Executive Committee; and

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

13 D. The Executive Committee

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

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

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

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

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

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

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

30 4. The Executive Committee shall meet at least

1 annually.

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

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

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

11 c. Prepare and recommend the budget;

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

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

16 f. Establish additional committees as necessary;
17 and

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

20 E. Meetings of the Commission

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

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

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

30 b. The employment, compensation, discipline or

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

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

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

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

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

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

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

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

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

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

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

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

7 F. Financing of the Commission

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

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

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

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

28 5. The Commission shall keep accurate accounts of
29 all receipts and disbursements. The receipts and disbursements
30 of the Commission shall be subject to the audit and accounting

1 procedures established under its bylaws. However, all receipts
2 and disbursements of funds handled by the Commission shall be
3 audited yearly by a certified or licensed public accountant, and
4 the report of the audit shall be included in and become part of
5 the annual report of the Commission.

6 G. Qualified Immunity, Defense, and Indemnification

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

20 2. The Commission shall defend any member, officer,
21 executive director, employee, or representative of the
22 Commission in any civil action seeking to impose liability
23 arising out of any actual or alleged act, error, or omission
24 that occurred within the scope of Commission employment, duties,
25 or responsibilities, or that the person against whom the claim
26 is made had a reasonable basis for believing occurred within the
27 scope of Commission employment, duties, or responsibilities;
28 provided that nothing herein shall be construed to prohibit that
29 person from retaining his or her own counsel; and provided
30 further, that the actual or alleged act, error, or omission did

1 not result from that person's intentional or willful or wanton
2 misconduct.

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

14 SECTION 9. DATA SYSTEM

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

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

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

1 reason(s) for such denial;

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

5 7. Current Significant Investigative Information.

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

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

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

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

21 SECTION 10. RULEMAKING

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

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

1 powers granted hereunder, then such an action by the Commission
2 shall be invalid and have no force and effect.

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

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

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

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

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

21 F. The Notice of Proposed Rulemaking shall include:

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

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

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

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

1 G. Prior to adoption of a proposed Rule, the Commission
2 shall allow persons to submit written data, facts, opinions, and
3 arguments, which shall be made available to the public.

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

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

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

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

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

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

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

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

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

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

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

9 L. The Commission shall, by majority vote of all members,
10 take final action on the proposed Rule and shall determine the
11 effective date of the Rule, if any, based on the Rulemaking
12 record and the full text of the Rule.

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

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

24 2. Prevent a loss of Commission or Member State
25 funds;

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

29 4. Protect public health and safety.

30 N. The Commission or an authorized committee of the

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

14 SECTION 11. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

15 A. Oversight

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

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

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

1 render a judgment or order void as to the Commission, this
2 Compact, or promulgated Rules.

3 B. Default, Technical Assistance, and Termination

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

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

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

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

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

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

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

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

11 C. Dispute Resolution

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

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

19 D. Enforcement

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

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

1 be awarded all costs of such litigation, including reasonable
2 attorney's fees.

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

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

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

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

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

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

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

1 date of withdrawal.

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

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

11 SECTION 13. CONSTRUCTION AND SEVERABILITY

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

25 SECTION 14. BINDING EFFECT OF COMPACT AND OTHER LAWS

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

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

1 C. Any laws in a Member State in conflict with the
2 Compact are superseded to the extent of the conflict.

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

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

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

13 Section 3. Effective date.

14 This act shall take effect immediately.